**Invitation to Tender (ITT)**

**Instruction Document**



**Fire Risk Assessment & Works**

**Measured Term Contract**

**–**

**October 2021**

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#  ADditional Documents

APPENDIX A1 – ITT SUPPLIER RESPONSE DOCUMENT

APPENDIX A2 - ITT SUB-CONTRACTOR INFORMATION

APPENDIX A3 - PRICE SCHEDULE

APPENDIX B - TENDER SPECIFICATION

APPENDIX B1 - PRE-CONSTRUCTION INFORMATION

APPENDIX B2 – PRELIMINARIES

APPENDIX B3 – TENDER DRAWINGS / DESIGN INFORMATION:

*Please refer to the Share file portal link to download supplementary survey and report information in relation to this tender.*

<https://betteridge.sharefile.com/d-saac7ac3d00834a7d9bf6229d5d8bbba3>

APPENDIX B4 - CONTRACTORS DESIGN PROPORTION SUPPLEMENT

APPENDIX C – CONTRACT PARTICULARS - JCT MEASURED TERM CONTRACT 2016

APPENDIX C1 – SCHEDULE OF AMENDMENTS

APPENDIX C2 – PARENT COMPANY GUARANTEE

APPENDIX C3 – PERFORMANCE BOND

APPENDIX C4 – COLLATERAL WARRANTY

# Section 1 –Background and Timetable

## Introduction

* + 1. Folkestone & Hythe District Council (F&HDC) wishes to select and appoint a suitable supplier for the Fire Risk Assessment and Works Measured Term Contract and invites organisations to submit a tender to meet F&HDC's requirements. The specific requirements for the above are detailed in the Specification at **Appendix B**.
		2. The contract is anticipated to start January 2022 and continue for a period of 2 years (with the provision to extend by additional two periods of 12 months), unless terminated in accordance with the Conditions of the Contract.

## 1.2 itt tIMETABLE

1.2.1 The key dates for this tender are outlined in the timetable below.

1.2.2 While we do intend to keep to this schedule, these dates are estimates and we may amend or deviate from the time table. If we do change the timetable, we will notify you of the changes.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 8th October 2021 | Publication of Invitation to Tender (ITT) document pack |
| 18th – 19st October2021 | Site visits |
| 21st October 2021 | Deadline for clarification questions |
| 5th November 2021 | Tender Return Date |
| 12th November 2021 | Evaluation completed |
| 15th November 2021 | Successful/unsuccessful notifications;  |
| 20th December2021 | End of S.20 notifications & award of contract |
| 4th January 2022 | Contract start date |

# Section2 – Supplier Responses

## 2.1 Instructions for Tenderers

2.1.1Read these instructions carefully before completing the **Invitation to Tender Supplier Response document**. It is your responsibility to make sure the document is fully completed with any other required documents. If you fail to comply with these requirements, we may reject your tender.

2.1.2 By submitting a response to this ITT, you confirm that you understand and can provide services (or works or goods) that satisfy the requirements described in our specifications.

2.1.3 Complete the following documents and upload them to the **Kent Business Portal** ([kentbusinessportal.org.uk](https://www.kentbusinessportal.org.uk/)) by attaching them to your online response.

* **Appendix A1 – ITT supplier response document**
* **Appendix A2 - ITT sub-contractor information**
* **Appendix A3 - Price Schedule**

If possible, please return these documents in the file format provided (e.g. .doc, .xls, etc.) or a compatible format. If you need the documents provided to you in an alternative file format, please ask using the 'Messages' function in the portal.

2.1.4 You must submit your tender via the **Kent Business Portal**. We cannot accept tenders returned by post or email. If you have any difficulty using the portal, please contact us in plenty of time before the Tender Return Date.

2.1.5 See Section 4 for information about site visits.

2.1.6 **TUPE –** Transfer of Undertakings (Protection of Employment) Regulations 2006 do not apply to the contract.

2.1.7 You are permitted to include appendices with your tender to support answers to the quality/technical questions in the **Invitation to Tender Supplier Response document.** Any additional documents you include should be relevant and, if part of your answer to a quality question, comply with any word count limits.

2.1.8 You are not required to submit copies of audited accounts, insurance certificates or company policies with your tender. If you are successful, you must provide these and any other evidence we request, before F&HDC enters into contract with you.

2.1.9 Tenders must be submitted by the Tender Return Date (see section 1.2). We will not consider late tenders unless agreed by the F&HDC's authorised officers in exceptional circumstances.

2.1.10 **Tender Validity –** your tender must be open for acceptance forat least 180 days from the Tender Return Date. We will not accept any changes to your tender in that period, unless a genuine error is found and corrected before we make the award decision.

2.1.11 **Modification & Withdrawal –**You may modify or withdraw your tender at any time before the Tender Return Date. This should be done using the Kent Business Portal. If you need to withdraw your tender after the deadline, please send a message using the 'Messages' function within the portal.

2.1.12 **Queries and Clarifications –**All enquiries about this ITT should be sent using the' Messages' function within the Kent Business Portal. We will try to answer all questions as quickly as possible before the Clarification Closing Date. We recommend you submit your questions as early as possible.

## 2.2 Price

2.2.1 Please complete **Appendix A3 – Price Schedule**.

 Detailed instructions on how to complete the schedule are included in that document.

2.2.2 Prices/rates are to be in £ Sterling (GBP), net only, and inclusive of all costs associated with the provision of the services (or works or goods).

2.2.3 Price(s) submitted must be **exclusive** of Value Added Tax (VAT). The percentage and amount of VAT will be shown on invoices at the current rate at the time of invoicing, if VAT applies.

2.2.4 Any estimated requirements (e.g. volumes) we give are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.

2.2.5 Unless otherwise stated, prices must be fixed (i.e. not subject to variation) for the period of the contract subject. Additional rates may be agreed with the Contract Administrator upon award of contract and during the progress of the works.

2.2.6 If we find any arithmetical or mathematical errors in your tender, we correct it and inform you of any corrections we make. However, we are not responsible for finding errors. It is your responsibility to make sure your tender is complete, comprehensive and correct.

# Section 3 – General Instructions

3.1.1 **Amendments to the ITT -**At any time before the Tender Return Date, F&HDC may amend the ITT document(s). All tenderers will be notified of any changes and F&HDC may choose to change the Tender Return Date to extend the deadline, if we consider this necessary.

3.1.2 **F&HDC's Right to Reject or Not to Award –**F&HDC reserves the right to reject any tender, or abort the tender process at any time, or to not award the contract to any organisation, without incurring any liability to the affected tenderers.

3.1.3 **Confidentiality -**All information supplied in connection with this ITTis confidential and by submitting a tender, you agree to be bound by the obligation to preserve the confidentiality of all such information.

3.1.4 **Freedom of Information –**F&HDC is subject to the Freedom of Information Act 2000 and may be required to provide information when requested under the Act. You should identify any information in your tender that you require to remain confidential or consider to be commercially sensitive. We will honour this, if authorised by the provisions of the Act.

3.1.5 **General Data Protection Regulations (GDPR)**

F&HDC processes personal information in accordance with Data Protection Legislation namely the General Data Protection Regulations (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680), any applicable national implementing Laws as amended from time to time; the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy.

[Go to F&HDC's Privacy Notice](https://www.folkestone-hythe.gov.uk/privacy) for more information.

3.1.6 **Publicity –**Do no advertise or publicise the provision of the goods/services/works or the award of any contract will unless and until F&HDC gives written consent to the advert or article. You must ask permission for each publication and provide a draft of the text for F&HDC's approval.

3.1.7 **Transparency–**F&HDC must comply with transparency obligations and publish certain information about this ITT and any resulting contract(s). F&HDC routinely publishes details of our contracts on the Kent Business Portal and our website, including the estimated value of contracts and the identities of its contractors.

3.1.8 **TUPE –**the Transfer of Undertakings (Protection of Employment) Regulations 2006 does not apply to this contract.

# Section 4 – Site Visits

4.1.1 You are invited to make a personal inspection of the site(s), on the Monday 18th and Tuesday 19th of October 2021.

4.1.2 Site visits can be arranged by using the link below to book a suitable time slot.

<https://doodle.com/poll/35mz4b5tk6p6bfcg?utm_source=poll&utm_medium=link>

You must book using the name of your organisation, not your personal name.

4.1.3 It is your responsibility to obtain all information you need for the preparing a tender to make sure your tender takes into account all matters and circumstances and is fully comprehensive and inclusive.

4.1.4 F&HDC will not reimbursement your organisation or any organisation for any costs associated with preparing your tender.

4.1.5 The information provided by F&HDC is provided in good faith to assist you in preparing your tender. No guarantee is given that the information is complete or exhaustive.

4.1.6 Questions about the Specification and supporting documents should be sent through the ‘Messages’ function in the Kent Business Portal.

# Section 5 –Evaluation

## 5.1 Evaluation Criteria

5.1.1 We will evaluate the tenders to find the' most economically advantageous tender' (MEAT) based on **70% 'quality'** and **30% 'price'**. The weighted quality and price scores will be added together to identify the MEAT.

5.1.2 During the evaluation, we may contact you to clarify something in your tender or to check information in your tender which we think could be incorrect. We will send these questions through the ‘Messages’ function in the Kent Business Portal. You should answer any questions we have promptly by replying to the message in the portal.

5.1.3 We are not responsible for finding errors in your tender. It is your responsibility to make sure your tender is complete, comprehensive and correct. We are not obligated to accept corrections to any errors in your tender which result in your tender being rejected or given a particular score.

## 5.2 QUALITY Evaluation

5.2.1 You must complete all questions in Section 1 of the **Invitation to Tender Supplier Response document**. Responses to the questionnaire will be evaluated on a pass/fail basis unless the question states otherwise. Any organisation which fails any section of the questionnaire will be disqualified and their tender will be rejected.

5.2.2 We will assess the 'quality' part of your tender using your responses to the quality questions set out in Section 2.4 of the **Invitation to Tender Supplier Response document.** These questions are based on the parts of the service (or works or goods) that we consider to be the most important to F&HDC.

5.2.3 If headline questions are used (Section 2.3), any organisation which fails any headline questions (pass/fail) will be disqualified and their tender will be rejected.

5.2.4 The maximum quality score of 70% is divided across each of the quality questions in Section 2.4. The weighting of each question is shown below.

* Q1: Capability 28.00%
* Q2: Resource and Supply Chain 10.50%
* Q3: Health and Safety 10.50 %
* Q4: Communication 10.50 %
* Q5: Sustainability 10.50 %
* **Total Quality Score 70.00 %**

5.2.5 Each question will be scored 0-5 based on the following method:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Description** | **Score** |
| Deficient | Response to the question (or an implicit requirement) significantly deficient or no response given. | 0 |
| Inadequate | Inadequate detail provided and some of the questions not answered, and/or some of the answers to questions are not directly relevant to the question. | 1 |
| Limited | Limited information provided, and/or a response that is inadequate or only partially addresses the question. | 2 |
| Acceptable | An acceptable response submitted in terms of the level of detail, accuracy and relevance. | 3 |
| Comprehensive | A comprehensive response submitted in terms of detail and relevance to the question. | 4 |
| Superior | As Comprehensive, but to a significantly better degree and a response which goes above and beyond to answer the question. | 5 |

5.2.6 We will score your answers to the quality questions out of a maximum of 5 points each (as above) and calculate a weighted score for the question.

**EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Weighting** | **Score (out of 5)** | **Criteria Awarded** |
| Criteria A | 28.00% | 4 | 22.40% |
| Criteria B | 10.50% | 4 | 8.40% |

If ‘Criteria A’ was weighted 28% and the supplier’s response received a score of 4 out of 5 then the following formula would be applied:

 = (Weighting / maximum score) \* score awarded = Criteria awarded %

 = (28/5)\*4 = 22.40%

5.2.7 If more than one person scores the tenders, a consensus scoring mechanism will be used (i.e. the panel will agree a score for each marked element).

5.2.8 The purpose of this ITT is to select the organisation(s) best able to fulfil F&HDC's contract requirements. If your organisation achieves a score of 2 or lower for more than one question in Section 2.4, we may reject your application.

## 5.3 price EVALUATION

5.3.1 We will score your price against the lowest price offered.

The lowest price will receive the full score of 30%. Higher bids will be weighed using the following formula: (lowest price ÷ your price) × weighting.

**EXAMPLE**

|  |  |  |
| --- | --- | --- |
|   | **Bid** | **Weighted Score** |
| **Supplier 1** | £12,000 | 30% (maximum score available) |
| **Supplier 2** | £15,000 | 24% |
| **Supplier 3** | £24,000 | 15% |

5.3.2 If your tendered price appears to be abnormally low, we may ask for an explanation and more detailed breakdowns of your pricing. If we are not satisfied with the explanation, we may reject your tender as non-compliant with the requirements of the specification.

## 5.4 notification

5.4.1 Once we have completed the evaluation, we will send all suppliers an 'Intention to Award' letter confirming whether their tender is successful or unsuccessful. This letter will include some feedback on your tender and the details of who to contact for more information about our decision.

5.4.2 The contract award is subject to 30 days Section 20 Notice. The Intention to Award letter will confirm the date this period will end. We will not enter into contract before the end of the Section 20 period.

# Section 6 – TermsandConditions of Contract

6.1.1 The Terms and Conditions of Contract F&HDC intends to use for this contract are contained in **Appendix C – Contract Particulars and C1 – Schedule of Amendments**. We will not accept any alternative terms and conditions submitted as part of your tender.

6.1.2 If you have any queries or concerns about the Terms and Conditions of Contract, or require a non-material change to the terms, you **must** ask about this during the clarifications period and before the Tender Return Date.

6.1.3 F&HDC may agree to any non-material changes to the Terms and Conditions of Contract which you consider to be in the interests of F&HDC and the project. However, any agreement will be at the sole and exclusive discretion of F&HDC after the proposed changes have been reviewed by our legal team.

6.1.4 **Parent Company Guarantee –**F&HDC reserves the right to require a Parent Company Guarantee from the successful tenderer, if the organisation has a parent company. This will use template in **AppendixC2**.

6.1.5 **Performance Bond –** F&HDC reserves the right to require a Performance Bond or alternative security from the successful tenderer if a Parent Company Guarantee is not available. This will use template in **Appendix C3**.

6.1.6 **Collateral Warranty –**F&HDC reserves the right to require a Collateral Warranty from any sub-contractor(s) of the successful tenderer. We are more likely to request this if 50% or more of the contract will be fulfilled by a sub-contractor or if the type of work sub-contracted represents a significant risk. This will use template in **Appendix C4**.