

**Invitation to Tender (ITT)**

**Kitchen & Bathroom Refurbishments and / or General Works**

**PAN2483**

01 May 2022 to 30 April 2024

extendable until February 2026

Tender Return Date:**12 noon** on 25 February 2022

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# **INTRODUCTION**

## Introduction

Leicester City Council invites Tenders for the provision of Kitchen & Bathroom Refurbishments and General Works within the Planned (tenanted properties) and Reactive (Void properties) work areas of Housing Department Housing Stock The authority is proposing a framework for 3 lots. There will be one provider allocated to each lot and the authority will call-off from each lot as and when required.

The Authority wishes to ensure that its procurement opportunities are open to small and micro local enterprises and voluntary and community sector organisations as it appreciates the very important role they play in the local economy. Tenders from these organisations are particularly welcomed.

This ITT (including appendices and other documentation) issued to Suppliers sets out details of the Authority’s requirements and how to submit your Tender. Please ensure you read it carefully; however, should you need any further information please see section below on how to raise questions during the Tender Period.

## Background

Leicester City Council established a kitchen and bathroom refurbishment programme in 2005 with the aim of providing every Council owned dwelling with either a new kitchen or bathroom at the Council’s tenants’ choice.

This is an ongoing programme and the Authority intends to update all of its housing stock and upgrade such facilities in properties as they become void.

The Housing Department is also responsible for the provision of social service adaptations, level access showers, access provision and major adaptations including extensions. The properties include, but are not limited to: -

* bungalows,
* houses,
* bedsits,
* flats,
* maisonettes,
* tower blocks
* sheltered housing schemes

No exclusivity nor guarantee of volumes is given and the above is provided for the purposes of illustration and is subject to change as the Council’s housing stock profiles change.

The purpose of this procurement is set up a framework arrangement of 3 lots with one supplier allocated to each lot. These providers will support the Authority with their resources and expertise to help deliver the Kitchen and Bathroom Programme, Social Service Adaptations and supplementary repairs and maintenances across these properties.

The scope of the Contract is detailed within the Specification under Section 3.

## Overview of Requirement

The Authority wishes to appoint one Supplier per Lot for Planned / Reactive Works for which there are three Lots as detailed below.

Suppliers are invited to tender for all three of the Lots detailed within this ITT. The Authority has placed a restriction whereby a Supplier can only be awarded one Lot, i.e., from Lot 1, Lot 2 and Lot 3.

Each Supplier will be tendering on the understanding that if they are unable to complete the necessary works allocated within the Lot, within the agreed timescale, these works will be offered to the Suppliers in the other Lots regardless of the area in which the project falls. Suppliers will therefore be tendering on the understanding that they may be asked to carry out work in connection with the other Lots for which they have not been appointed.

Suppliers should apply for all Lots but will only be awarded one lot. Criteria for award of each lot is detailed in section 2.7.4

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Lot Description** | **Anticipated number of Suppliers to be awarded** | **Primary method of work allocation** | **Estimated jobs per lot**  **Per annum**  **Kitchen / Bathroom Tenanted and Void** |
| 1 | Planned and reactive work, supplementary social service adaptations and repair works (Area A - Braunstone & Saffron) | 1 | Direct Award, based on criteria below | 250 |
| 2 | Planned and reactive work, supplementary social service adaptations and repair works (Area B - New Parks & Beaumont Leys) | 1 | Direct Award, based on criteria below | 250 |
| 3 | Planned and reactive work, supplementary social service adaptations and repair works (Area C - Central & Humberstone) | 1 | Direct Award, based on criteria below | 250 |
| Note: The volume of work is subject to budgets and may change. There is no guarantee of volume of work. estimated jobs per annum for the first year may be reduced due to delays at the contract implementation stage. | | | | |

Table 1.1

**Lot 1 – Kitchen & Bathroom Refurbishments and/or General Works: -**

(Area A - Braunstone & Saffron)**:**

To undertake the planned and reactive refurbishment of kitchens/bathrooms and/or general works, social service adaptations and general repairs within the Authority’s housing stock (as per table above in 1.1), Braunstone & Saffron area, which include dwellings of various types consisting of: bungalows, houses, bedsits, flats, maisonettes, tower blocks and sheltered housing schemes, etc.

**Lot 2 – Kitchen & Bathroom Refurbishments and/or General Works: -**

(Area B - New Parks & Beaumont Leys)**:**

To undertake the planned and reactive refurbishment of kitchens/bathrooms and/or general works, social service adaptations and general repairs within the Authority’s housing stock (as per table above in 1.1), New Parks & Beaumont Leys area, which include dwellings of various types consisting of: bungalows, houses, bedsits, flats, maisonettes, tower blocks and sheltered housing schemes, etc.

**Lot 3 – Kitchen & Bathroom Refurbishments and/or General Works: -**

(Area C - Central & Humberstone)**:**

To undertake the planned and reactive refurbishment of kitchens/bathrooms and/or general works, social service adaptations and general repairs within the Authority’s housing stock (as per table above in 1.1), Central & Humberstone area, which include dwellings of various types consisting of: bungalows, houses, bedsits, flats, maisonettes, tower blocks and sheltered housing schemes, etc.

**Routine Reactive Works**:

Routine Reactive works will normally be offered via direct award based on area in which the address falls, but confirmation of availability will be sought from all three Suppliers to avoid delays. The Authority reserves the right to use a mini competition for routine works if it so chooses. If a mini competition is undertaken the evaluation will be based on 60-100% price and 40-0% Quality for all compliant submissions.

**Non-Routine Reactive Works – One-off large projects**:

One-off large projects are defined as projects where there is a significant element of the Works not covered by the Schedule of Rates and therefore a bespoke specification will be produced for the Contractors to price. For example, the project may include significant modernisation, remodelling or extensions of the property.

Such projects will be awarded via mini competition based on a set percentage weighting, Price and Quality.

Contractors will be invited to price a project specific specification and submit a detailed programme of works including available start and completion dates. The evaluation will be based on 60-100% price and 0-40% Quality for all compliant submissions. The Authority can split the price and quality scores within the parameters set out as above, ensuring that they equal 100%.

**Performance Specification:**

In order to ensure compatibility with the Authority’s stock, all materials shall comply with the performance specification as detailed and meet the latest regulations. All products must meet the latest regulations and current British standard or equivalent and be approved by the Contract Administrator.

For further details regarding the requirements, please refer to the attached Specification:

Please see detailed requirements in Section 3.

## Key Contract Considerations

It is intended that the initial framework agreement will be signed for a period of two years. The Contract will include provision for further extensions if required of for up to an additional 24 months. The authority is proposing a framework for 3 lots. There will be one provider allocated to each lot and the authority will call-off from each lot as and when required.

Suppliers should note there is no value or volume of work to be guaranteed under the Contract or resulting Contracts.

Please see further Conditions of Contract detailed under Section 4.

## TUPE

It is the Authority’s preliminary view that TUPE may apply in respect of this Contract. TUPE refers to the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014".

Suppliers will, however, need to reach their own conclusion as to whether or not TUPE applies. Suppliers are strongly advised that they should seek independent professional advice on the application, implications and consequences for them about TUPE and pensions should they be successful.

For this purpose, the Authority has obtained from the existing service supplier[s] details about the staff delivering the existing service to the Authority and who may be covered by the application of TUPE. Schedules of information will be made available to you once you have signed and returned the Confidentiality Agreement (provided at Appendix 2).

The Authority is not in a position to warrant the accuracy of the information provided by the existing service suppliers. You are reminded that this information is provided on a strictly confidential basis and for the purpose of enabling you to prepare your Tender only.

## Living Wage

Leicester City Council is a Living Wage (LW) Employer, accredited by the Living Wage Foundation (LWF). As part of our commitment to the payment of the LWF’s LW rate, the Contract includes a Living Wage clause. Please refer to the Conditions of Contract (section 4).

This LWF LW rate is calculated according to the cost of living in the UK and reviewed annually. As an accredited employer we pay our direct employees the current Living Wage rate of £9.50 per hour. For further information, please see the [Living Wage Foundation](http://www.livingwage.org.uk/) website.

Please note: The LWF LW is different to the National Living Wage (NLW) which is the compulsory government hourly rate (currently £8.73) for all staff aged 25 and over.

Employers can benefit from paying the LWF LW in numerous ways, such as seeing improved productivity, greater staff retention, lower training costs as well as reputational benefits.

In line with its policy, the Authority is committed to incorporating the LWF Living Wage as part of its core values and requires the LWF LW rate to be paid to staff working on the Contract, where applicable. (Please see criteria below).

Criteria for the LWF Living Wage:

Staff (other than apprentices or interns) are eligible to receive the Living Wage if they:

* Are aged 18 or over;
* Are either contracted or sub-contracted by you; and,
* Provide a service to or on behalf of the Authority involving two or more hours of work in any given day in a week, for eight or more consecutive weeks in a year on:
  + The Authority's premises; and/or;
  + Property owned or occupied by the Authority (including where the Authority is a tenant and is provided building-related services through a Lease); and/or
  + Land which the Authority is responsible for maintaining or on which it is required to work.

All qualifying staff must be paid at least the current LWF Living Wage rate of £9.50 per hour and this must also be updated annually in line with any increase in the Living Wage rate, as calculated by the Living Wage Foundation.

Although the payment of the LWF Living Wage is not part of the selection criteria, it will be considered and required as part of the Contract, as per the Authority’s Living Wage commitment.

## Social Value

Like other big cities, Leicester faces challenges to deliver economic growth and new jobs, improve its environment and support people in its communities to be better educated, healthier and happier. Leicester City Council cannot do it alone and we know we are by no means the only organisation that cares about the city. We know that caring about our city, our citizens and our communities is not just the preserve of the public sector but of every person who lives here and of every business which trades in the city.

We do business with and procure from a great many organisations; from large infrastructure works to care contracts, from multinationals to local charities. The range of the Authority’s responsibilities is vast and the range of what we buy and who we buy from reflects this. We spend more than £300 million annually on goods and services, using over 4,000 different suppliers.

Social Value within procurement is the additional benefit generated by a contract, beyond its primary purpose to address these challenges. We have adopted a [Social Value Charter](http://www.leicester.gov.uk/businesswithus) which sets out our strategy. We have also developed a guide for suppliers and contractors, “Delivering Social Value in Leicester”, included with these procurement documents. The guide set out how we want you to use your finances, skills, assets and time to help us in our seven key challenge areas:

* employment (working conditions);
* local economy;
* children and young people;
* adults;
* health;
* communities; and
* the city environment.

The guide provides practical advice on delivering social value and contains details of our nominated delivery partners who can match you to recipients for your social value offer and make the delivery of social value straightforward. The social benefits that are unlocked through these mechanisms will contribute towards making Leicester a better place to live, work and further develop community confidence and pride.

We have carefully considered what social value may be reasonable for us to require/expect of you as part of this Contract and included these in the Specification and Quality Questions.

We ask you to be creative and innovative in your consideration of social value and to work with us to help the City over and above the core delivery of the contract requirements. Social Value is important to us and it could be a significant factor in this procurement process. We welcome your response.

Key social value themes for the council will include: employing locally and responsibly; sourcing locally; supporting and engaging with local communities; improving environmental sustainability; and doing business ethically.

Employing locally, the authority would expect to see successful contractors meet the following minimum targets: -

* 12 Work experience placements
* 7 Curriculum support activities
* 6 New apprentices
* 2 New Jobs

The targets are for the lifetime of the contract.

## Procurement Timetable

The table below sets out the indicative timetable for this procurement process. It may be subject to change in which case the Authority will, if appropriate, endeavour to notify Suppliers.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| ITT issued | W/C 31 January 2022 |
| Deadline for raising clarification questions | 16 February 2022 |
| **Tender Return Date (12 noon)** | 25 February 2022 |
| Tenders evaluated | 18 March 2022 |
| Award decision approved and communicated to Suppliers | W/C 21 March 2022 |
| End of Standstill Period and award decision confirmed | TBC |
| Mobilisation / Pre-Contract meeting [optional] | TBC |
| Works / Service commencement | 01/05/2022 |

# **INSTRUCTIONS TO SUPPLIERS**

## Definitions

Throughout the ITT the following definitions will apply:

* “Authority”, “we”, “us”, and “our” mean Leicester City Council.
* “Contract” means the binding legal agreement(s) for the Works created following the award process set out in section 2.11 on the basis of the ITT and the Supplier’s Tender.
* “Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
* “ITT” means this Invitation to Tender document and all associated Appendices and other documents issued to Suppliers, normally via upload to the EastMids Tenders portal, before the Tender Return Date.
* “Specification” means the detailed requirement for "Works set out in section 3 of the ITT.
* “Supplier”, "you”, and “your” mean the body completing these questions and submitting a tender i.e. the legal entity responsible for the information provided and is intended to cover any economic operator as defined by the [Public Contracts Regulations 2015](http://www.legislation.gov.uk/uksi/2015/102/contents/made) and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
* “Tender” means the response to the ITT, including all associated documents uploaded to EastMids Tenders portal by the Supplier in advance of the Tender Return Date, as amended further to section 2.10.5.
* “Tender Period” means from the date of advertising or issue of the ITT (whichever is the earlier) to the Tender Return Date.
* "Tender Return Date" means the date/time indicated on the cover page (or as amended by the Authority and communicated to Suppliers via the EastMids Tenders portal) by which date Tenders must be uploaded.
* "Works" means the Works to be undertaken/provided/supplied as described in the Specification.

In the ITT, unless explicitly stated otherwise:

* words in the singular include the plural and words in the plural include the singular;
* references to appendices refer to the appendices to the ITT;
* references to staff include all employees (including part-time staff, trainees, volunteers and apprentices) and those of sub-contractors.

## Process

This procurement process is being undertaken as a two-stage Restricted Tender process. The first stage Pre-Qualification has already been completed; a breakdown of the number of shortlisted Suppliers per lot is noted below:

|  |  |  |
| --- | --- | --- |
| **Lot** | **Area** | **No. Shortlisted** |
| 1 | Planned and reactive work, supplementary social service adaptations and repair works (Area A - Braunstone & Saffron) |  |
| 2 | Planned and reactive work, supplementary social service adaptations and repair works (Area B - New Parks & Beaumont Leys) |  |
| 3 | Planned and reactive work, supplementary social service adaptations and repair works (Area C - Central & Humberstone) |  |

Only these shortlisted Suppliers are required to submit their response to the ITT. All Tenders will be evaluated before the Contract is awarded following the methodology set out in Section 2.10.

The successful Supplier’s Tender will form part of the Contract.

This procurement process will be carried out in accordance with the Authority’s Contract Procedure Rules, part 4G of [the Authority’s Constitution](http://www.leicester.gov.uk/your-council/how-we-work/our-constitution). You must submit your Tender in accordance with and subject to the terms of these instructions and as set out elsewhere in the ITT. Tenders not complying with any mandatory requirement (where the word “shall” or “must” is used) may be rejected.

## Instructions

Please read all the sections of the ITT carefully to fully understand the requirements.

Please do not make any changes or deletions to the ITT. Only complete the boxes asking for your responses. Any changes or deletions made to the ITT will be disregarded and will not form part of the Contract.

Please supply all the required supplementary information, clearly labelled and cross-referenced to the relevant question. Please ensure that all questions are completed in full, and in the format requested. Failure to respond to any question will result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’ and explain why you consider it does not apply. Please upload all documents that comprise your Tender separately and do not embed documents in your Tender.

Any stated word/page limits are provided as guidance only as an indication of the length of response the Authority expects to provide a good quality but concise answer. Should you need to provide additional appendices in response to the questions, these should be numbered and cross-referenced specifically and clearly. A template for providing additional information is provided at Appendix 1. Do not return generic documents without clearly cross-referencing to specific sections of them in response to the particular questions in the ITT. Any such documents will be disregarded.

Tenders (including supporting documents) must be completed in English.

## Procurement E Tendering Portal

The Authority is using the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal to conduct this exercise. The use of this system allows a full audit trail of communication with Suppliers to ensure fair treatment. It also maintains full confidentiality of Tenders until the Tender Return Date.

If you require assistance in using the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal please read the [reference guides](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) available on the portal. If after reading these [reference guides](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) you are still unable to resolve your issue and require support please contact EastMids Tenders Technical Support by email: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com); telephone: 0330 005 0352 (lines open from 8.30am - 5pm Monday to Friday, excluding English public holidays).

Please note the Technical Support Team will not be able to answer any contract opportunity specific enquiries.

If you experience any technical difficulties when uploading your Tender, please also notify the Procuring Officer in the following section. Please ensure this notification is made in good time (e.g. not the last few minutes) before the closing date/time.

## Questions during the Tender Period

A clarification question and answer process will operate during the Tender Period as explained below. The objective of the clarification process is to give Suppliers the opportunity to submit questions to the Authority where they require clarification on the information contained in the ITT, or where the Supplier believes the Specification and/or terms of the Contract render the Supplier’s intended Tender unworkable. You should submit any clarification questions via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal by the deadline indicated in the procurement timetable.

In order to treat Suppliers fairly, the Authority will provide an anonymised copy of any appropriate/relevant clarification questions received and the answers to those questions, to all Suppliers via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal. Where a question is raised which is specific to one Supplier or may reveal commercially sensitive information to other Suppliers if published to all Suppliers, the Authority may, at its discretion, respond directly to the Supplier raising the question only.

If for any reason, it is not possible to raise a question or view previous answers via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal. Suppliers should contact the Procuring Officer for support.

|  |  |
| --- | --- |
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Any responses to questions not raised via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal will be formally answered via the portal and Suppliers must not rely on any other communication from the Authority. The Authority will not respond to any clarification questions received by any other method, to any other e-mail address or in any other format.

Should Suppliers wish to provide any innovative solutions which are beneficial but beyond what has been specified they should raise this during the clarification period using the clarification question and answer process described above. Should Suppliers have any concerns about the Conditions of Contract proposed they should raise this during the clarification period using the clarification question and answer process described above.

## Tender Return

Your Tender must be returned via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal only. Please do not submit hard copies of your Tender. You must have fully uploaded and submitted your Tender by 12 noon on the Tender Return Date as stated on the cover page.

Please ensure that you allow yourself plenty of time when uploading your Tender as this may take some time. You are advised not to leave uploading your Tender to the last few minutes.

## Tender Evaluation

Any Tender that is accepted will be awarded on the basis of the Most Economically Advantageous Tender. Evaluation will use a 60% price: 40% quality weighting.

The evaluation will comprise three stages:

* Stage 1: Evaluation of the Quality Section;
* Stage 2: Evaluation of Price.

As described below, it is anticipated that these stages will be considered sequentially (though they may in practice be, at least in part, conducted at the same time). However when there is a clear fail evident in a later stage from the outset, the Authority reserves the right not to complete the evaluation of earlier stages for that Tender where it is clear the outcome of the process will not be affected.

### Stage 2: Evaluation of Quality Section

Any Tender that has been rejected in Stage 1 might not be subject to this Stage 2 evaluation process.

The method statements will be scored using the marking scheme set out in the table below.

| **UNWEIGHTED SCORE** | **DESCRIPTION** |
| --- | --- |
| 0 | **poor or unsatisfactory** response giving rise to serious concerns about meeting the specification |
| 1 | **weak** response suggesting there are shortcomings of a less serious nature in meeting the specification |
| 2 | **adequate** response suggesting that the specification is likely to be met, albeit only just, or with minor shortcomings that will not be critical to delivery of the service |
| 3 | **good** response giving confidence that the specification will be satisfactorily met in all relevant respects |
| 4 | **very good** response giving a high level of confidence that the specification will be fully met and exceeded, offering added value and further improved outcomes |

Supplier’s responses to questions will be evaluated by the Authority’s evaluation panel and a score given for each. The evaluation panel will then come to a consensus decision and a score will be agreed.

Any Tender scoring 0 for any method statement will be considered to not meet the Authority’s requirements and will be rejected regardless of how well they score against the other method statements.

A minimum overall quality score threshold of 40% of the maximum quality score has been set. Any Tender not meeting this minimum overall quality score will be rejected.

| **Section** | **Method Statement** | **Weighting** |
| --- | --- | --- |
| 1 | Company Structure and Workforce | 9% |
| 2 | Delivery | 10% |
| 3 | Quality control & performance | 9% |
| 4 | Customer care & communication | 6% |
| 5 | Sustainability & environment | 2% |
| 6 | Social Value | 4% |

A weighted score for each method statement will be calculated by applying the formula below:

|  |  |  |
| --- | --- | --- |
| Unweighted Score | X | Weighting (as per table above) |
| Maximum Unweighted Score (4) |

A total weighted quality score is then calculated by adding together the weighted scores of each question.

Any Tender that has been rejected in Stage 1 or Stage 2 will not form part of Stage 3 below.

### Stage 3: Evaluation of Pricing Schedule

The method for ascertaining the lowest lot price is defined as follows:

The Tender with the lowest genuine total lot price will receive the maximum price score 60%. Prices of the other Tenders will be scored based on the following formula:

|  |  |  |
| --- | --- | --- |
| Lowest total lot price | x | Maximum Price Score 60% |
| Tender’s total lot price |

This will be done for each lot.

The Authority reserves the right to reject any Tenders that are abnormally low following due consideration including seeking an explanation from the Supplier.

### Completeness of Tender and Clarification

It is the Supplier’s responsibility to ensure that all information is included within their Tender. Evaluation will be based upon the Tender submitted in accordance with the instructions set out above.

The Authority may at its discretion request a Supplier to clarify any of the information within its Tender or provide information to remedy minor omissions (e.g. the odd missing attachment/cross-reference or small part of a question unanswered. The information provided by Suppliers at this stage will be considered by the evaluation panel when scoring/evaluating the Tender. Failure to respond to requests for clarification within the stated deadline may lead to the Tender being rejected or scored unfavourably.

Clarification is not an opportunity to embellish Tenders. In practice, if there are significant omissions (e.g. one or more questions completely unanswered or several missing attachments) the Authority will disqualify and reject the entire Tender. The evaluation panel may choose to not seek clarification if it is clear the response will not impact on the outcome of the evaluation process.

### Total Scores

The total scores obtained by each Supplier for Stage 1 (quality) & Stage 2 (price) will be added together to achieve the Supplier’s overall final evaluation score.

After this process has been complete, the 3 Tender(s) with the highest total score will be deemed to represent the Most Economically Advantageous Tender and be recommended for Contract award. The bidder will be awarded the lot in which they have submitted the lowest price for in the PAN2483 C742 Pricing Matrix i.e. C742-001, C742-002 and C742-003

If two or more Tenders achieve exactly the same total score, the Tender with the highest price score will be deemed to represent the Most Economically Advantageous Tender and be recommended for Contract award.

As there are three different lots there will three contracts awarded

## Intention to Award

The Authority intends to observe a 10 calendar-day Standstill Period as set out in the Public Contracts Regulations 2015 and its Contract Procedure Rules, although the Authority reserves the right not to apply a Standstill Period where it is not obliged to do so.

If the Authority does apply a Standstill Period, it will notify in writing successful and unsuccessful Suppliers of the Authority’s intention to award the Contract. This notification will trigger the start of the Standstill Period. Notification to unsuccessful Suppliers will include information on the characteristics and relative advantages (whilst respecting commercial sensitivity) of the successful Tender(s). Should you wish for further feedback they are welcome to contact the Procuring Officer.

After the Standstill Period, the Authority will again notify all unsuccessful Suppliers of the decision to confirm its intention to award the contract or, in the case of challenge or other reason the Authority sees fit, to take alternative action.

## Award Process

When the Authority has made a final decision to award the Contract and after the expiry of any Standstill Period. the Authority will notify the successful Supplier(s) of the Authority’s decision to award the Contract.

The Authority will also notify any unsuccessful Suppliers. The Authority will notify unsuccessful Suppliers including information on the characteristics and relative advantages (whilst respecting commercial sensitivity) of the successful Tender(s). Should you wish for further feedback they are welcome to contact the Procuring Officer.

The notification to the successful Supplier will include two copies of the formal contract documents, and request that the Supplier signs and returns these to the Authority. The Authority will then sign/seal the Contract Documents and send one copy back to the Supplier for their records.

## Conditions of Participation

All information supplied is intended to help you prepare your Tender and you must satisfy yourself of the accuracy of information and requirements. It is your responsibility to ensure that all information is included within your Tender. If a Supplier proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority. Any liability is hereby expressly excluded and no costs or expenses incurred for preparing or producing of the Tender will be accepted by the Authority.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement. The Authority reserves the right to amend or adjust the procurement process or to terminate this procurement process at any stage, in which case it will notify all interested parties as soon as it is reasonably able to. The Authority reserves the right to subsequently re-invite tenders on the same or any alternative basis.

All Suppliers undertake to protect and keep confidential all data and information provided and undertake to protect the data and information from unauthorised access and unauthorised use.

Suppliers shall not discuss their Tender (whether made or intended to be made) other than with professional advisers or joint Suppliers/consortium members/sub-contractors who need to be consulted. Under no circumstances are competing Suppliers permitted to communicate or collaborate concerning their Tender. If the Authority discovers evidence of possible collusion or fraud in relation to any one or more separate Tenders/Suppliers, the Authority reserves the right to investigate the issues and take any action the Authority considers appropriate in relation to any suspected collusion/fraud by Suppliers. Such action may include the automatic exclusion of the Supplier(s) from the procurement process and/or reporting the matter to the Competition and Markets Authority.

Suppliers are responsible for ensuring no conflicts of interest exist between themselves, other suppliers and their advisers. Any Supplier who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Authority. This responsibility includes ensuring that, if you use a professional bid writer to assist with your Tender, you must seek positive and clear confirmation from them that will not duplicate answers or responses from your Tender or from other Suppliers’ responses in this procurement. If the Authority discovers identical/very similar information within two or more separate Tenders, then the Authority reserves the right to investigate the issues and take any action the Authority considers appropriate in relation to any suspected collusion by Suppliers as stated above.

In submitting your Tender, you undertake that the conditions described in this section have been, or will be, brought to the attention of all consortium members, sub-contractors, and associated companies which are or will be providing services or materials connected with your Tender.

Suppliers are not permitted to make any public announcement about this procurement without prior written approval of the Authority during the procurement process.

Tenders shall not be qualified or accompanied by statements that might be construed as rendering the Tender equivocal.

Any personal data you provide to the Authority will be processed under current data protection legislation as per the Authority’s current Privacy Notice.

## Freedom of Information

The Authority is committed to being open and transparent and meeting its legal responsibilities under the Freedom of Information Act 2000 and Environmental Information Regulations. All information submitted to the Authority may need to be disclosed in response to a request under this legislation. The Authority may also decide to include certain information in the publication scheme which the Authority maintains.

If you consider that any of the information included in your Tender is commercially sensitive, you should identify this, explain any harm that may result from disclosure, and the time period applicable to that sensitivity. Suppliers should be aware that, even where they have indicated that information is commercially sensitive, the Authority might be required to disclose it if a request is received. Any such disclosure would be in line with the legislation and applicable exemptions.

# **SPECIFICATION**

Please refer to the following attached documents:

* *PAN2438-C742 KBGW Specification*
* *PAN2438-C742 KBGW Schedule of Rates*
* *The Authority’s Letting Standard*
* *Authority’s Properties by Mngt Area*

# **CONDITIONS OF CONTRACT**

Conditions of this Contract will be as per the document attached.

You are strongly advised to familiarise yourself with these terms and conditions. Any queries should be raised during the clarification period. These conditions are not negotiable post award.

Please refer to the following document: PAN2483 Framework Agreement - JCT Lots

# **TENDER RESPONSE**

## Selection Questionnaire

### Confirmation/Re-evaluation of the Selection Questionnaire

You are asked to confirm that the information submitted at PQQ stage has not changed, or provide details of any relevant changes.

You must also complete this section 5.1 and submit via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal information if any significant change takes place following the submission of your Tender but before the Contract is awarded.

If there have been any changes, including any that may affect the Financial Assessment, the Authority will consider the new information and re-evaluate using the same methodology and criteria as set out in the PQQ. If you fail to meet any of the criteria, your Tender may be rejected. This may take place at any time before the Award of Contract.

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| --- | --- | --- |
|  | **CONFIRMATION/RE-EVALUATION OF THE SELECTION QUESTIONNAIRE** | |
|  | We confirm that no change in circumstance and no change to the information supplied at PQQ stage have occurred. | Yes  No |
|  | If no, please complete the boxes below. Please add rows if necessary |  |
| **PQQ Question No.** | **Details of Change** Please feel free to attach further information or use the template at Appendix 1 if you need provide more information. | |
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## Quality Section

The purpose of the Method Statements is to enable us to evaluate your understanding of our requirements and the quality of your methodology for meeting them. Your Method Statements should describe clearly and concisely how you would provide each of the main requirements laid out in the Specification.

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| --- | --- |
| **METHOD STATEMENTS** | |
|  | **Please use appendix 1 to respond to each question. Complete a separate one for each method statement and attach in your bid response.  Word and Page Limits are set for each question. Any responses exceeding these will only be evaluated up to the prescribed limit** |
|  | **COMPANY STRUCTURE AND WORKFORCE**  **(10 A4 sides of Arial 12pt.)** |
| 1.1 | Please detail your company management structure, showing how this will enable you to deliver the Authority’s requirements for the lot you are bidding for.  Please include the following within your response:   * Your intended management structure to deliver this contract, including but not limited to contract administration, customer liaison and responsibility for health and safety. * The percentage of time of each person will be allocated to the Authority contract. * Brief profiles including experience and qualifications of all the key intended delivery team members showing how this will enable you to deliver the Authority’s requirements. * Details of your workforce (including ratio of direct labour to sub-contractors) intended for this contract. |
|  |  |
|  | **DELIVERY**  **(10 A4 sides of Arial 12pt.)** |
|  | Staff Resource:  How will you ensure adequate resources are available to meet the potential variations in allocated reactive works available throughout the year?   * Set out who the key individuals will be to deliver this contract, including key personnel, roles and responsibilities together with proposed project management structure of this project. * Details of the proposed resources that will be allocated in order to meet the requirements of the programme for both planned and reactive works. Tenderers are also required to provide details of their proposed teams and any additional capacity available including expertise, qualifications, training, profession/trade and responsibilities. Your response should also highlight how the teams will be organised and managed, including interfaces with subcontractors. This must be provided within the word count given please do not append CVs.   Planning the works:   * Based on the Scope of Works/case study relevant to this contract please detail your approach to programming and scheduling these planned / repair works, including working during school holiday periods, peak times and dealing with variations. * What strategy would you propose to ensure the programme is recovered if failings are identified, including timescales e.g. inclement weather/poor performance?   Health and safety   * Provide details of how you would ensure health and safety throughout the delivery of this contract to its customers/clients. Please include details of how you will meet the Authority’s requirements and standards. |
|  |  |
|  | **QUALITY CONTROL AND PERFORMANCE**  **(10 A4 sides of Arial 12pt.)** |
| 3.1 | Please detail how you will deliver a quality service and product, right first time with no delays and zero defects/snags on handover. Please include the following within your response:  How you will deliver a high-quality service to the Authority and its customers, including but not limited to your proposals for:   * + quality and performance management systems; and   + how you will organise, plan and deliver the works required under the contract to ensure that specifications and target times are met.      * How you will achieve zero defects and snags at handover, including how you will identify and manage defects and snags, the rectification method, target times and performance monitoring. * Your proposals for remedying any defect/snags that arise from the time you first enter a property up to the end of the defect liability period, including timescales for completion, working hours, whether you will be able to do these outside normal working hours, and how you will deal with emergencies that arise during and outside normal working hours. * Your proposals for managing and monitoring multiple projects/work streams including unplanned, unexpected additional work at short notice and your resilience during holiday/sickness. * Your proposals and arrangements for inspections, quality checks on site whilst work is in progress and handovers, detailing what you will require from the Authority to enable you to achieve your targets and inspection/handover appointments, also giving details of information and documentation you will provide to the Authority and to customers at handover.      * How you will keep variations to a minimum level, describing what a minimum level means to you.      * Any techniques and approaches you will employ and how you will use these to bring forward efficiencies and drive down costs through the life of the Contract. |
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|  | **CUSTOMER CARE AND COMMUNICATION (10 A4 sides of Arial 12pt)** |
|  | Please give details of how you will ensure customer care and satisfaction. Please include within your response:     * Your proposals for customer/client communication showing how this will deliver the Authority’s objectives.      * Information you will provide to customers (format and content) and how and when you will provide it.      * How you will measure customer satisfaction and manage customer complaints, outlining your resolution process and details of any compensation/redress scheme you intend to implement.      * How you propose to ensure compliance with, and promotion of, the principles contained in the Authority Safeguarding policies and procedures and detailing your organisation’s reporting mechanism.      * Describe your approach to working in a semi-occupied building, including the liaison with tenants or occupants of the properties, outline your customer service response and approach to problems, claims & risks. |
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|  | **SUSTAINABILITY AND ENVIRONMENT (4 A4 sides of Arial 12pt)** |
| 5.1 | The Authority recently declared a ‘climate emergency’ in recognition of the urgent need to act to prevent catastrophic climate change.  It is seeking to make Leicester, including the Authority’s own services, carbon neutral in the fastest possible time.  The Authority also operates an Environmental Policy through which it seeks to protect and improve all aspects of the environment in its activities.  The Authority expects these issues to be addressed in the delivery of all services covered in this procurement.    Please outline what measures you would put in place to ensure an environmentally sustainable outcome, which addresses the climate emergency, in the delivery of this Contract. Your response should contain as a minimum:     * How you will reduce the carbon emissions associated with delivering the service, for example, but not limited to, the type of vehicles you will use. * Your approach to developing Site Waste Management plans including:   + which waste materials will be segregated and recycled;   + any other measures you’ll adopt to reduce waste and minimise what goes to landfill; and   + what targets you would put in place to ensure your compliance. * Details of how you would ensure pollution is prevented, for example, but not limited to, through safe working procedures and safeguards for tasks involving a pollution risk on site, through using non-polluting or less polluting products or through the use of lower-emissions vehicles and equipment.      * Details of how you will ensure the use of sustainable goods and products and ensure compliance to the Authority’s Sustainable Procurement Guidance, where appropriate. |
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|  | **SOCIAL VALUE (4 A4 sides of Arial 12pt)** |
| 6.1 | Please provide a method statement setting out the commitment your organisation will make to achieving specific and measurable social value outcomes through contracts called off under this contract, with reference to the Council’s Social Value Charter and including but not limited to the themes set out in that Charter and Employment Skills Plan as per the Specification:  • employment (working conditions).  • local economy.  • children and young people.  • adults.  • health.  • communities; and  • the city environment.    These social value outcomes could include, for example:  Delivering community benefits in terms of apprenticeship or training schemes, support for local projects and volunteering.  Any opportunities for local enterprises to join as suppliers or sub-contractors of the provision.  Support towards securing college places for any required workforce operatives.  Work experience placements (or finance support) for full-time students and/or programme–led apprenticeships. |
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## Pricing Schedule

Suppliers are reminded that price is worth 60% of the overall marks available. The notes below provide further guidance on how pricing should be submitted.

You must provide your Prices on the basis that you are making an offer on the conditions of the Contract (including the Specification) as supplied in this ITT.

All prices submitted must be stated in pounds sterling and the submission totalled and exclusive of VAT.

All items listed in the attached matrix are to be priced and the manufacturer, item code etc included so that the Authority can confirm that the materials you are pricing for match the Authorities specification.

Contractors are advised to read the Instruction sheet also, on the attached file.

* ***Pricing Matrix-C742 Kitchen & Bathroom Refurbishments and/or General Works.***

**5.4 Prices for works**

# Subject to paragraph 4 below, the prices offered by the Contractor for Works undertaken by the Contractor under this Agreement shall be calculated in accordance with the prices listed in the Pricing Matrix.

# The Pricing Matrix shall be fixed for the Initial Term. Thereafter the Contractor may request annually after the anniversary date of this Contract Agreement a review of the Pricing Matrix, such request to be made by the Contractor within 28 days of the anniversary of the date of this Contract Agreement

# When reviewing the Pricing Matrix, the Authority shall take into consideration budgets, labour materials, plant price increases, contractor KPI’s and the Retail Prices Index (RPI). Any increase in the Pricing Matrix will be subject to agreement by the Authority and will be capped to the RPI percentage change over the preceding twelve-month period. For the avoidance of doubt, in the event that the Authority agrees to an increase in the Pricing Matrix as set out in paragraph 4 below, the Authority reserves the right to agree any increase only in respect of certain items to be determined at the discretion of the Authority.

# The prices offered by the Contractor for Contracts to the Authority for Competed Works in respect of Large Projects shall be based on the pricing set out in the Contractor’s Supplemental Tender tendered in accordance with the requirements of the mini-competition held pursuant to clause 1.3 Non-Routine Reactive Works – One-off large projects.

## 5.5 Declaration

Re: Tender for Provision of Repairs and Maintenance Contract (PAN2483)

To: Leicester City Council

We certify that this is a bona fide Tender, intended to be competitive and that we have not or will not (either personally or by anyone acting on our behalf):

* Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person or other organisation;
* Communicated to anyone other than the Authority the amount or approximate amount or terms of my/our proposed Tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the Tender);
* Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any Tender to be submitted by him;
* Canvassed or solicited any member, officer or other employee of the Authority in connection with the award of this or any other Authority Contract or Tender;
* Offered, given or agreed to give any inducement or reward in respect of this or any other Authority Contract or Tender;

Having read carefully the ITT:

* We offer to perform the Service specified and to complete the Contract to meet the requirements of the ITT in accordance with our Tender and fully in accordance with the Contract;
* We agree that this Tender shall constitute an irrevocable, unconditional offer, which may not be withdrawn for a period of 90 days from this date;
* We understand that the Authority is not bound to accept any Tender it receives;
* We declare that to the best of our knowledge our tender response is true, complete and accurate in all respects, both as at the date communicated and as at the Tender Return Date and understand that the Authority may reject our Tender if we provide false/misleading information;
* We declare that, upon request and without delay we will provide the certificates or documentary evidence referred to in the ITT and/or Tender;
* We understand that the Authority may reject this Tender in its entirety if we fail to follow the instructions or meet the Conditions of Participation (section 2.11) set out in the ITT; or if we fail to answer all the relevant questions fully; or if we provide false/misleading information or content in any section; and are aware of the consequences of serious misrepresentation;
* We understand no representation or warranty, express or implied, is or will be given by the Authority or any of its agents or advisors with respect to information included in this ITT.

The Tender must be submitted by the organisation which it is proposed will enter into a formal Contract with the Authority if awarded the Contract. This Declaration must be signed:

* where the Supplier is a company, by a duly authorised representative of that company;
* where the Supplier is a consortium, by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract;
* where the Supplier is a sole trader, he should sign and give his name in full together with the name under which he is trading;
* where the Supplier is a partnership, by all the partners or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership.

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| --- | --- | --- | --- |
| Signature: |  |  |  |
| Print Name: |  |  |  |
| Job Title/ Designation: |  |  |  |
| Date: |  |  |  |
| For and on behalf of: | Insert full Legal Name of company or organisation with which the Authority will contract | | |
| Registered Number: | Enter registered company number (if applicable) | | |
| Registered Address: | Enter registered address of organisation | | |
|  |  | | |

## 5.6 Appendix 1 QUESTION RESPONSE TEMPLATE

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| Template for Your Explanation Response |
| ITT Section and Question Number |
| Explanation |