**Demolition Works   
at Former Highview School, Folkestone**



**Invitation to Tender**

**Instructions Document**

**(with suitability)**

**May 2019**

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## **ADDITIONAL DOCUMENTS**

# APPENDIX A – TENDER DOCUMENtATION - SPECIFICATION

# ~~APPENDIX B – PRICE SCHEDULE~~ (Included in A)

**APPENDIX C – TERMS AND CONDITIONS OF CONTRACT (Included in A)**

**APPENDIX D – Parent COMPANY GUARANTEE**

**APPENDIX E – PRE-CONSRUTION INFORMATION PACK**

**APPENDIX F – EXISTING SITE DRAWINGS**

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**APPENDIX I – iDERGROUND SERVICES TRACING**

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# 1 - BACKGROUND & INSTRUCTIONS

## **1.1 INTRODUCTION**

* + 1. Folkestone & Hythe District Council (“the Council”) wishes to select and appoint a suitable supplier for the removal of asbestos containing material and the complete demolition of all buildings at the former Highview School in order to leave a clear site and invites prospective suppliers to submit a tender to meet the Council’s requirements.
    2. The specific requirements for the above are detailed in the Specification at **Appendix A.** By submitting a tender, you confirm that you understand and can meet these requirements.
    3. The Contract is anticipated to commence in July 2019. The proposed Contract Period is to be confirmed by the tenderer.

## **1.2 itT timetable**

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

1.2.2 Whilst the Council does not intend to depart from the timetable, these dates are indicative and may be subject to change.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Tender Issued | Friday 3rd May 2019 |
| Site Visits | Monday 13th – Thursday 16th May 2019  (by appointment) |
| Clarifications Closing Date | Friday 17th May 2019 |
| Tender Return Date | Tuesday 4th June 2019 (13:00pm) |
| Evaluation Complete | Friday 14th June 2019 |
| Successful/unsuccessful Notifications | Monday 17th June 2019 |
| Pre Start Meeting | Monday 24th June 2019 |
| Contract start date | Monday 15th July 2019 |

# 2 – TENDER RESPONSES

## **2.1 RESPONSE DOCUMENTS**

2.1.1 Read these instructions carefully before completing the **Invitation to Tender Response document**. It is your responsibility to ensure that the document is fully completed, with the requisite supporting information. Failure to comply with these requirements may result in the rejection of your tender.

2.1.2 By submitting a response, you confirm that you understand and can meet the requirements of the Specification.

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

* **Invitation to Tender Response document**
* **Invitation to Tender sub-contractor information** (if applicable)
* **Appendix A- Section NR. 6, Contract Sum Analysis**
* **Detailed list of any exclusions, assumptions and qualifications which could affect the tender value (Section Nr. 6 of Appendix A)**
* **Demolition programme on a Gantt chart detailing the works required; also clearly identify the lead in time applicable to the project.**
* **Company Health and Safety Policy**

2.1.4 Instructions for arranging site visits are contained in Section 4.

2.1.5 Section 6 not used.

2.1.6 **TUPE –** Transfer of Undertakings (Protection of Employment) Regulations 2006   
does notapply to the provision of the Works/Services.

2.1.7 You may submit appendices with your tender to support answers to the quality/technical questions in the **Invitation to Tender Response document** provided the appendices are relevant and do not exceed 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. These may be requested prior to entering into contract, if you are successful.

2.1.10 **Tender Validity -** Tenders shall remain open for acceptance for 180 days from the Tender Return Date.

2.1.11 **Modification & Withdrawal –** Tenders may be modified or withdrawn via the Kent Business Portal at any time before the deadline for receipt.

2.1.12 **Suppliers Queries –** All enquiries and questions regarding this ITT or the Specification should be conducted through the ‘Messages’ function within the Kent Business Portal. The Council will endeavour to answer all requests as quickly as possible before the Clarification Closing Date.

## **2.2 PRICE**

2.2.1 **Please complete Appendix A - Section NR. 6, Contract Sum Analysis**.

2.2.2 Prices/rates quoted are to be a Fixed Price Lump Sum in £ Sterling strictly net (fully inclusive of **all costs** associated with the provision of the Works and the Council’s requirements set out at **Appendix A**).

2.2.2 Price(s) submitted must be **exclusive** of Value Added Tax. The percentage and amount of Value Added Tax shall, if chargeable, be shown on invoices in accordance with prevailing Customs and Excise Regulations.

2.2.3 Where estimated requirements are stated within this ITT, these are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.

2.2.4 Alternative proposals may be offered as an option but must be clearly stated separately and must not form part of your submitted price. Any alternatives included within your submitted price will be ignored and you will be required to provide the Works as specified at no additional cost to the Council.

2.2.5 The Council reserves the right to adjust any arithmetical errors it finds in any tender and shall inform the prospective supplier of the adjustments, but has no duty to suppliers to find such errors.

# SECTION 3 – GENERAL INSTRUCTIONS

3.1.1 **Amendments to the ITT -** At any time prior to the Tender Return Date, the Council may amend the ITT document(s). Any amendments will be notified to all prospective suppliers and the Council may choose to extend the Tender Return Date where considered necessary.

3.1.2 **Councils Right to Reject or Not to Award -** The Council reserves the right to reject any tender or to abort the ITT process at any time and/or not to award the contract to any prospective supplier without incurring any liability to the affected suppliers.

3.1.3 **Confidentiality -**All information supplied in connection with this ITT shall be regarded as confidential and by submitting a tender, a prospective supplier agrees to be bound by the obligation to preserve the confidentiality of all such information.

3.1.4 **Freedom of Information –** The Council is subject to the provisions of the Freedom of Information Act 2000 and may be required to provide information when requested under the Act. Prospective suppliers should be aware of this obligation and must specify in their tender if there is any information they require to remain confidential or they deem to be commercially sensitive. This will be honoured if authorised by the Act.

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

The Council 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 (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy. This includes information provided by third parties as part of a procurement exercise.

Please view the Council's [Privacy Notice](https://www.folkestone-hythe.gov.uk/privacy) for more information

3.1.6 **Publicity –** No publicity regarding the provision of the goods/services or works or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication.

3.1.7 **Transparency –** The Council must comply with transparency obligations imposed upon it regarding publication of information relevant to this procurement process and any resulting contract(s). The Council routinely publishes details of its contracts on its website, including the contract values and the identities of its service providers and suppliers.

3.1.8 Parent Company Guarantee – The Councils each reserve the right to require the successful tenderer to provide a Parent Company Guarantee (where applicable) in the form set out in the response document.

3.1.9 Performance Bond – The Councils each reserve the right to require the successful tenderer to provide a Performance Bond with a surety to be approved and costed, at time as and when this may be required.

3.1.10 Collateral Warranty – The Council reserves the right to require a collateral warranty from any sub-contractor(s) the successful tenderer proposes to use.

# sECTION 4 – SITE VISITS

4.1.1 You are invited to visit the Site before quoting to make a personal inspection of the Site and satisfy yourselves about all matters relating thereto, including the means of access to the Site.

4.1.2 Site visits are to take place between Monday 13th May and Thursday 17th May. Visits must be arranged through the ‘Messages’ function within the Kent Business Portal. No more than two people from your company may attend the visit.

4.1.3 It is your responsibility to obtain for yourself all information which may be required for the purpose of submitting a tender. You are required to investigate all matters relating to the preparation of your tender yourself, in order to ensure that it takes into account all matters and circumstances and is therefore fully comprehensive and inclusive.

4.1.4 No payment will be made by the Council in respect of any costs associated with the preparation of the tender.

4.1.5 The information provided by the Council is provided in good faith to assist you in preparing your tender. No guarantee is given that the information is exhaustive or that any conclusion whatsoever may be drawn from it.

4.1.6 Questions about the Specification and supporting documents should be conducted through the ‘Messages’ function within the Kent Business Portal. The Council will endeavour to answer all requests as quickly as possible before the Clarification Closing Date.

# sECTION 5 - Evaluation

## **5.1 Evaluation Criteria**

5.1.1 Offers will be evaluated on the prospective supplier submitting the most economically advantageous tender (MEAT) based upon a composition of quality and cost.

5.1.2 The overall assessment ratio is 30 % quality and 70 % cost.

5.1.3 The weighted quality and cost scores will be added together to identify the most economically advantageous tender.

5.1.5 Where more than one-person marks the tenders, a consensus scoring mechanism will be used (i.e. the Panel will agree a score for each marked element).

## **5.2 QUALITY Evaluation**

5.2.1 All questions within the **SUITABILITY QUESTIONNAIRE** (Section 1) must be completed. Responses to the Questionnaire will be evaluated on a pass/fail basis. Any prospective supplier who fails any section of the Questionnaire will be disqualified from the process.

5.2.2 Quality will be assessed on the prospective suppliers response to the questions set out in the **Invitation to Tender Response document.**

5.2.3 Where applicable, any prospective supplier who fails any headline questions (pass/fail) will be disqualified from the process.

5.2.4 The quality/technical questions will detail/support how a prospective supplier intends to meet the Council’s requirements set out in the Specification at **Appendix A**  under the following sub criteria:-

* Q1: Managing Unexpected issues 5 %
* Q2: Health & Safety Procedures 5 %
* Q3: Management of noise and dust 5 %
* Q4: Managing complaints & communications 5 %
* Q5: Site Waste Management 5 %
* Q6: Programme & Delivery 5 %
* **Total Quality Ratio 30** **%**

5.2.5 The quality evaluation will be based on the following scoring methodology:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Description** | **Score** |
| **Deficient** | Response to the question(s) (or an implicit requirement) significantly deficient or no response received. | 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(s). | 1 |
| **Limited** | Limited information provided, and/or a response that is inadequate or only partially addresses the question(s). | 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 The quality/technical questions will be scored out of a maximum of 5 points each (as above), and used to calculate a weighted score for the respective quality criteria/sub criteria as per the example below.

**EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Weighting** | **Score (out of 5)** | **Weighted Score** |
| Criteria A | 30% | 4 | 24% |

If ‘Criteria A’ was weighted 30% and the suppliers response received a score of 4 out of 5 then the following formula would be applied:

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

= (30/5)\*4 = 24%

## **5.3 price EVALUATION**

5.3.1 Price evaluation will be based on the lowest bid received (excluding any Tenders that the Council rejects as being abnormally low or non-compliant). The lowest bid will receive the full weighted score of 70%. Higher bids will be weighed against the lowest bid using the following formula.

**(Lowest Bid ÷ Suppliers Bid) × Price Weighting**

5.3.2 The table below shows an example of how this formula would translate if the following bids were placed with an example price weighting of 70%.

**EXAMPLE**

|  |  |  |
| --- | --- | --- |
|  | **Bid** | **Weighted Score** |
| **Supplier 1** | £40,000 | 70%  (maximum price score available) |
| **Supplier 2** | £50,000 | 56% |
| **Supplier 3** | £80,000 | 35% |

5.3.4 Where a tender appears to be abnormally low, the Council may require an explanation of the priding in the tender from the supplier. If the Council is not satisfied with the supplier’s explanation, the Council may determine the tender to be non-compliant and reject it from the competition.

## **5.4 notification**

5.4.1 Once the successful supplier has been identified, they will be notified to this effect. All other suppliers will be notified that they were unsuccessful.

**sECTION 6 – INTERVIEWS**

Not used.

**sECTION 7 – CONTRACT TERMS & CONDITIONS**

7.1.1 The Council’s Terms and Conditions of Contract applicable to this ITT are attached (as a separate document) and will apply to any subsequent Contract that may arise. Any alternative terms and conditions submitted with a tender will not be considered by the Council.

If a supplier has any queries regarding the Terms and Conditions of Contract, these MUST be stated during the clarifications period and before submitting it’s tender.

7.1.2 The Council may agree upon any non-material changes to the Terms and Conditions of Contract which the supplier considers to be in the interests of the Council and the project, however any such agreement shall be at the sole and exclusive discretion of the Council.

7.1.3 **Parent Company Guarantee –** the Council may require the successful supplier to provide a Parent Company Guarantee (PCG) using the template in **Appendix D** or to provide a Performance Bond if a PCG cannot be provided.

7.1.4 **Performance Bond –** the Council may require the successful supplier to provide a surety to be approved and costed.

7.1.5 **Collateral Warranty –** the Council may require any sub-contractor(s) of the successful supplier to provide a Collateral Warranty.