**Lintels, Underpinning and Structural Works at Various Properties**



**Invitation to Tender**

**Instructions Document**

**November 2019**

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## **ADDITIONAL DOCUMENTS**

# APPENDIX A – works Specification & measurement plan

**APPENDIX B – preliminaries-general structural rules**

# APPENDIX C – pre-construction informartion plan

# APPENDIX D – Schedule of Rates

# APPENDIX E – terms & conditions of contract (jct mw 2016 amended)

# APPENDIX F – Parent Company Guarantee

# APPENDIX G – Collateral Warranty

# sECTION 1 - BACKGROUND & TIMETABLE

## **1.1 INTRODUCTION**

* + 1. Folkestone & Hythe District Council (“the Council”) wishes to select and appoint a suitable supplier for replacement of lintels, subsidence underpinning & other structural and associated works 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.** It should be noted that by submitting a Tender, you confirm that you understand and can meet these requirements.

1.1.3 The Contract is anticipated to commence in January 2020 and continue for a period of 15 months unless terminated in accordance with the Conditions of the Contract.

## **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.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| Friday 8 November 2019 | Publication of Invitation to Tender (ITT) document pack |
| Friday 29 November 2019 | Closing Date for clarification questions |
| Monday 9 December 201913:00 hrs | Tender Return Date |
| Friday 20 December 2019 | Evaluation |
| Friday 20 December 2019 | Successful/unsuccessful Notifications |
| Monday 6 January 2020 | Contract Commencement Date |

# SeCTION 2 – TENDER RESPONSES

## **2.1 instructions for tenderers**

2.1.1Read 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>) by attaching them to your online response.

* **Invitation to Tender Supplier Response document**
* **ITT Sub-contractor information** *(if applicable)*
* **Appendix D –Schedule of Rates**

2.1.4 Instructions for site visits are contained in Section 4.

2.1.5 **TUPE –** Transfer of Undertakings (Protection of Employment) Regulations 2006 will not apply to the provision of the Works/Services.

2.1.6 You may submit appendices with your tender to support answers to the quality/technical questions in the **Invitation to Tender Supplier Response document** provided the appendices are relevant and do not exceed any word count limits.

2.1.7 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.

2.1.8 Tenders must be submitted as per 2.1.3 above and by the Tender Return Date. No late Tenders shall be considered unless agreed by the Councils' authorised officers in exceptional circumstances.

2.1.9 **Tender Validity –** Tenders shall remain open for acceptance for 120 days from the Tender Return Date.

2.1.10 **Modification & Withdrawal –** You may modify or withdraw your Tender via the Kent Business Portal at any time prior to the Tender Return Date.

2.1.11 **Suppliers Queries –** All enquiries in relation to this ITT 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 D – Schedule of Rates**.

2.2.2 Prices/rates Tendered are to be in £ Sterling strictly net and inclusive of **all costs** associated with the provision of the Goods/Services/Works to be provided to meet the Council’s requirements set out in the Specifications.

2.2.3 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.

2.2.4 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.

2.2.5 Unless otherwise stated, rates must be fixed (i.e. not subject to variation) for the period of the contract subject.

2.2.6 The Council reserves the right to adjust any arithmetical errors it finds in any tender and shall inform the tenderer 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 such 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' Rights 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 Councils must comply with transparency obligations imposed upon it regarding publication of information relevant to this procurement process and any resulting contract(s). The Councils routinely publish details of their contracts on their websites, including the contract values and the identities of its service providers and suppliers.

3.1.8 **Parent Company Guarantee** **–** The Council reserves 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 Council reserves the right to require the successful tenderer to provide a Performance Bond or alternative security 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

Not used.

# 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.

5.1.4 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 Supplier 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: Communication with Residents 15 %
* Q3: Methodology for Lintel Replacement 15 %
* **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 | 50% | 4 | 40% |

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 = 40%

## **5.2 price EVALUATION**

5.2.1 Price evaluation for each lot will be based on the lowest bid received. 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**

5.2.2 The table below shows an example of how this formula would translate if the following bids were placed with an example price weighting of 50%.

**EXAMPLE**

|  |  |  |
| --- | --- | --- |
|   | **Bid** | **Weighted Score** |
| **Supplier 1** | £120,000 | 50% (maximum price score available) |
| **Supplier 2** | £150,000 | 40% |
| **Supplier 3** | £240,000 | 25% |

## **5.8 notification**

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

5.8.2 Where the value of the proposed contract exceeds the applicable EU threshold, the Council is required to conduct a mandatory standstill period. No contract will be entered into prior to the expiry of this standstill period.

**sECTION 6 – INTERVIEWS**

Not used.

**sECTION 7 – 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.

Should a supplier have any queries regarding the Terms and Conditions of Contract, these MUST be stated during the clarifications period before submitting its 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 F** 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 to the Council using the template in **Appendix G**.