# LiveWest

# **INVITATION TO TENDER**

#  **Clarkson House- Roof Repairs**

# **TENDER REF:** **DN720224**

1. **DEFINITIONS**

In this Invitation to tender the following words and expressions shall have the following meanings set out below:

**“Clarification Period”**

Means the time during which clarifications associated with the ITT or any support documentation may be sought in writing via the ProContract Portal

**“Commencement Date”**

Means the date when the contract commences as indicated in section 4 of this ITT

**“Contract”**

Means the Contract for the provision of Works, which will be awarded to a successful tenderer, a copy of which is included within the ITT

**“Form of Tender”**

Means the form submitted by the tenderer to LIVEWEST as part of the Tender in Schedule 1 of this ITT

**“ITT”**

Means this invitation to tender

**“Lots”**

A Lot is a grouping of goods or services or works

**“FTS”**

Means the UK Government’s Find a Tender Service

**“Pricing Schedule”**

Means the schedule of prices required to be completed by the tenderer as part of the tender in schedule 6 of this ITT.

**“Specification”**

Means LIVEWEST’s requirements in relation to the Works in schedule 2 of this ITT.

**“Tender”**

Means the completed and signed Form of Tender, together with all the completed schedules and information requested by LIVEWEST in and submitted by the tenderer in response to this ITT.

**“Tender documents”**

Means all the documents contained in this ITT

**“Tenderer”**

Means an applicant who has been invited by LIVEWEST to submit a tender

**“Works”**

means any of the activities specified in Schedule 2 of The Public Contracts Regulations 2015;

# **INTRODUCTION & BACKGROUND TO THE PROCUREMENT**

2.1 First, LiveWest would like to thank you for your interest in this tender.

2.2 This document is issued as part of an Open tendering procedure in accordance with the Public Contract Regulations 2015.

2.3 LiveWest are looking for works contractors to provide major roof repairs at Clarkson House in Bath City Centre.

2.4 LiveWest’s detailed requirements are defined within the specification document(s) – Schedule 2

2.5 It is expected that the contract will be for an initial 6 weeks. The contract will have an estimated total value of £700K.

1. ORGANISATIONAL AND PROJECT CONTEXT

3.1 We own and manage over 39,000 homes across the South West from Cornwall to Gloucestershire. We have ambitious plans to invest £1bn in the South West economy and to build 7,000 new homes in the region over the next 5 years.

This is part of LiveWest taking huge steps towards alleviating the region’s housing shortage, in an area of high housing need as well as high house prices which makes accessing housing particularly challenging for many families.

We offer homes for affordable rent and shared ownership sale. We also build homes for private sale, to generate profits which we then use to provide and build more affordable homes.

We take the time to listen to, understand and learn from our customers. We focus on thriving as a business and employer so we can deliver more homes and even better services.

As well as meeting housing demand, it’s easy to forget the vital role that affordable homes contribute to economic development and prosperity, enabling  local companies to recruit the workforce they need from their communities. LiveWest’s growth strategy will not only contribute to economic growth in the South West but sustain up to 7,000 jobs in the building industry and its supply chain.

We were formed in March 2018 through the merger of Knightstone Housing and DCH, and since then we have built on the best of both organisations. We have recently invested in new build offices in Exeter and Tolvaddon to complement our Weston-Super-Mare office, where we are also making major investment. Combined with touchdown points for our many mobile workers, our aim is to offer a contemporary working environment with an emphasis on building a shared culture.

We are a member of [**Homes for the South West**](https://homesforthesouthwest.co.uk/), a group of the largest developing housing associations in the south west, making the case for investment in our region.

# **INSTRUCTIONS TO TENDERERS**

**Tender Submission**

4.1 The Tenderer must provide all documents as listed in Section 6 of this ITT. All documents must be written in English.

4.2 Information provided by the Tenderer in the Tender shall constitute an irrevocable offer to LiveWest that shall form part of any subsequent contract between the parties.

4.3 Tender documents are to be submitted electronically via the ProContract e-tendering portal by the deadline stated in 4.16. We reserve the right to disqualify any Tenderer submitting after the deadline at our absolute discretion.

 Please do not email your tender submission.

4.4 The Tenderers’ attention is particularly drawn to the following:

 NO USEFUL PURPOSE IS SERVED BY ENQUIRING THE RESULT OF COMPETITIVE TENDERING – ALL TENDERERS ARE NOTIFIED AS EARLY AS POSSIBLE. ALL ENQUIRIES AND QUESTIONS MUST BE RAISED VIA THE PORTAL WITH NO DIRECT CONTACT WITH LIVEWEST PERSONNEL DURING THE TENDER PERIOD.

**Tender errors and omissions**

4.5 Tenderers should satisfy themselves of the accuracy of all fees, rates, and prices quoted, since any corrections will be subject to acceptance at LiveWest’s absolute discretion and if not accepted, Tenderers will be required to hold all fees, rates and prices quoted or withdraw their Tender in the event of errors being identified after the submission of Tenders.

4.6 If LiveWest discovers errors or omissions in the tender, the Tenderer may be required to justify the price / item(s) concerned. Any price adjustments to the tender made by agreement between LiveWest and the Tenderer shall be confirmed in writing by the tenderer to LiveWest before final acceptance by LiveWest.

**Circular Advice**

4.7 Any instruction issued by LiveWest prior to the Tender due date will be issued to all Tenderers through the messaging function of the ProContract tender portal.

**Clarification and Queries**

4.8 There will not be any negotiations on any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents will be answered.

4.9 Any questions about the procurement procedure should be submitted online within the portal messaging area no later than the clarification deadline.

4.10 For Technical support and assistance using the portal, suppliers should contact the ProContract dedicated supplier customer service on 01670 597136 or support@due-north.com

**Study of Tender Documents**

4.11 The Tenderer is required to examine the Tender Documents and to obtain all information that it may require to submit a Tender. The Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender. No claims whatsoever shall be entertained arising out of the Tenderers failure to study the Tender Documents. All costs, expenses, and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender, and attending any such presentations or interviews as required, shall be borne by the Tenderer.

4.12 The Tenderer shall have no claim whatsoever against LiveWest in respect of such matters and in particular (but without limitation) neither shall LiveWest make any payments to the Tenderer save as expressly provided for in the Contract; nor (save to the extent set out in the Contract) shall any compensation or remuneration otherwise be payable by LiveWest to the Tenderer in respect of the scope of the Contract being different from that envisaged by the Tenderer or otherwise.

4.13 Any background information included in relation to this tender is provided in good faith to assist Tenderers in preparing their bids; no guarantee is given that it is exhaustive, or that any conclusion whatsoever may be drawn from it; and no warranty is made as to its accuracy.

4.14 Information given in respect of historical spend is given as a guide; LiveWest make no warranty and accepts no liability as to the actual revenue or volume of orders to be placed with the supplier.

4.15 All tenders should be valid and held open for acceptance by LiveWest for a period of at least 180 days from the deadline for returns.

**Timetable**

4.16 LiveWest proposes the following timetable for this tender:

|  |  |
| --- | --- |
| **Activity** | **Date** |
| ITT upload to Pro-Contract | 19/04/2024 |
| Deadline for tender clarifications | 09/05/2024 |
| Deadline for LiveWest to respond to clarifications | 14/05/2024 |
| Return of ITT | 17/05/2024 @ 13:00 |
| Award Notification  | 31/05/2024 |
| Conclusion of statutory consultation ( e.g., S20)  | 08/07/2024 |
| Contract Signing | 10/07/2024 |
| Contract commencement | 01/08/2024 |

LiveWest reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable. LiveWest intends to award the contract on 31/05/2024 and reserves the right to award the contract at such date or at a later date, or not at all.

**Site Visits**

4.23 Site visits can be arranged by request through the pro contract messaging portal. Information regarding the tender will not be disclosed during any site visits.

**Evaluation of Tenders**

4.18 This Tender process will be conducted to ensure that submissions are evaluated fairly to ascertain the Most Advantageous Tender (MAT)

4.19 To provide transparency in how submissions will be evaluated, the award criteria, percentage weightings and scoring methodology has been provided below.

**Award Criteria**

4.20 Evaluation will be undertaken in accordance with the overall evaluation strategy for the project. The high-level evaluation criteria for the project are as follows;

|  |  |  |
| --- | --- | --- |
| **Schedule**  | **Requirement** | **Assessment criteria/weighting** |
| Schedule 1 | Form of Tender | Pass/Fail |
| Schedule 3 | Form of Contract | Pass/Fail  |
| Schedule 4 | Standard Selection Questionnaire (SQ) or PAS 91  | Pass/Fail |
| Schedule 5 | Technical - Quality-Method Statements | 45% |
| Schedule 6 | Commercial - Pricing | 55%  |
| Schedule 7 | Proposed Contracts, Collaborations and Partnerships | Pass/Fail |
| Schedule 8 | Mandatory Policies | Pass/Fail |
| Schedule 9 | Contracts Management and Information Requirements | Pass/Fail |

4.21 LiveWest will not be bound to accept the lowest price of any tender submitted.

4.22 Failure to provide a satisfactory response to any of the questions may result in LiveWest not proceeding with the Tender.

**Pass/Fail Schedules**

4.23 The following documents / schedules will be evaluated on a pass or fail basis. Your tender may be disqualified if you do not complete and accept these documents. Where the response is evaluated in terms of risk your tender will be disqualified if the risk is assessed as too high.

|  |  |
| --- | --- |
| **Schedule**  | **Document** |
| Schedule 1 | Form of Tender  |
| Schedule 3 | Form of Contract |
| Schedule 4 | Selection Questionnaire (SQ) |
| Schedule 7 | Proposed Contracts, Collaborations and Partnerships |
| Schedule 9 | Contract Management and Information Requirements  |

**Schedule 3 Form of Contract**

4.24 The objective of this schedule is to evaluate any proposed amendments to the contract in Schedule 3 on a risk basis. The following system based on risk will be applied:

|  |  |  |
| --- | --- | --- |
| **Risk Level** | **Score** | **Definition** |
| High Risk  | Disqualify tender | Unacceptable risk or risks identified |
| Medium to High Risk  | Disqualify tender | A number of significant risks identified |
| Medium Risk | Disqualify tender | Significant risk or risks identified |
| Low to Medium Risk | Pass | A number of minor risks identified |
| Low Risk | Pass | One or two minor risks identified |
| Very Low Risk | Pass | No risks identified |

**Schedule 7 Proposed Contracts, Collaborations and Partnerships**

4.25 The objective of this schedule is to evaluate the subcontracting arrangements and controls on a risk basis. The following scoring system will be applied.

|  |  |  |
| --- | --- | --- |
| **Risk Level** | **Score** | **Definition** |
| High Risk  | Disqualify tender | Unacceptable risk or risks identified |
| Medium to High Risk  | Disqualify tender | A number of significant risks identified |
| Medium Risk | Disqualify tender | Significant risk or risks identified |
| Low to Medium Risk | Pass | A number of minor risks identified |
| Low Risk | Pass | One or two minor risks identified |
| Very Low Risk | Pass | No risks identified |

**Schedule 4 Selection Questionnaire**

4.26 The objective of the selection process is to assess the responses to Schedule 4 and select potential Tenderers to proceed to the next stage of the procurement.

4.27 Failure to provide a satisfactory response to any of the questions may result in LiveWest not proceeding further with the Tenderer’s submission. The information supplied will be checked for completeness and compliance before responses are evaluated.

4.28 In the event of the supplier being awarded a ‘fail’ on any of the SQ questions, the remainder of their Schedule 4 will not be evaluated and they will be eliminated from the process.

Scored Schedules

4.29 The following schedules will be evaluated using the scoring system detailed in each schedule.

|  |  |
| --- | --- |
| **Schedule**  | **Document** |
| Schedule 5 | Technical – Quality, Method Statements  |
| Schedule 6 | Commercial – Pricing  |

**Schedule 5 Quality – Method Statements (60)**

4.30 The purpose of this schedule is to evaluate the Tenderer’s responses to delivery and quality method statements in relation to the project. LiveWest will consider all Tenders correctly submitted against the following criteria:

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Criterion** | **Sub-weighting** |
| 1 | Customer care - How will you ensure minimal impact and intrusion to the customer:  (Consider working in people's homes) | 6% |
| 2 | In the case of a defect, how will you ensure the client and their customer concerns will be resolved fully. | 6% |
| 3 | Provide details of how you will maintain workmanship quality throughout the construction phase of this project.  | 6% |
| 4 | Please outline and describe your experience of delivering 2 similar projects,  within the past 24 months. | 6% |
| 5 | How will you evidence & document workmanship quality throughout the duration of the contract. | 6% |
| 6 | Environmental Benefits | 5% |
| 7 | Community Impact | 5% |
| 8 | Social Value | 5% |

The following scoring system will be used

|  |  |
| --- | --- |
| **Score** | **Definition** |
| 0 |  Proposal fails to meet all of the requirements or no proposals provided  |
| 1 |  Proposal largely fails to meet the requirements with significant shortcomings |
| 2 |  Proposal meets most of the requirements but is lacking or inconsistent in others |
| 3 |  Proposal meets all of the requirements  |
| 4 |  Proposal meets all of the requirements and exceeds some of the required standards |
| 5 |  Proposal meets and exceeds all of the requirements  |

**Schedule 6 Commercial – Pricing (40%)**

4.31 Tenderers will complete the pricing schedule as detailed within Schedule 6 l. This section will be scored.

4.32 This tendered price will be scored on a standard derivation, based upon the differences between their total price and the lowest total price.

(100 – (Bid received – lowest bid)/(lowest bid / 100)) x Price weighting % = Price score

For example, if the total price weighting shown is 30%, the lowest total price will receive a score of 30%. If a tendered price was 20% more expensive than the lowest tender, it’s overall score will reduce by 20%, therefore receiving a score of 24% overall. Negative values will receive a score of zero.

4.33 Any price deemed abnormally low will be investigated in accordance with the EU Procurement Regulations.

4.34 LiveWest reserve the right to disqualify a tender that is 100% or more expensive that the lowest tender at our absolute discretion.

4.35 Scores from the quality analysis (Schedule 5) will be combined with the scores from the pricing analysis (Schedule 6) to reach a combined score for each tender submission and establish a ranking to determine the winning Tenderer.

4.36 LiveWest intends to award the contract based on the Most Advantageous Tender (MAT).

4.37 LiveWest will not be bound to accept the lowest priced of any tenders submitted.

**Interviews**

4.38 LiveWest reserve the right to hold interviews, if required. The interviews are not scored, however can be used to clarify quality question responses and adjust individual scores as a result, if required. If interviews are required further details will be provided via the ProContract portal/ If interviews are required they will take place (virtually/face to face) on a date TBC.

**Notification**

4.39 Following evaluation of the tenders, LiveWest will make a decision on which, if any tender shall be accepted.

 Any contract award will be conditional on the contract being approved in accordance with LiveWest’s internal procedures as well the submission and approval of any documents requested in the Award Notification letter and the Selection Questionnaire.

**Contract Documents**

4.40 Any resulting Contract will consist of the Contract Particulars and any agreed amendments as set out in Schedule 3 and will be subject to English Law

**Transfer or Undertaking Protection of Employment Regulations 2006 (TUPE) as amended**

4.41 It is the responsibility of the Tenderer to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Tenderers should therefore take their own advice regarding the likelihood of TUPE applying. However, it is the view of LiveWest that TUPE is unlikely to apply to this tender.

4.42 A ‘Relevant Transfer’ can apply when a business, undertaking or part of one of transferred from one employer to another as a going concern or where a service previously undertaken by LiveWest is awarded to a contractor of a contract is awarded to a new Contractor on subsequent re-tendering.

4.43 LiveWest shall comply with its obligations under TUPE in respect of each Relevant Transfer pursuant to this Agreement and the Tenderer shall comply and shall ensure that each of its sub-contractors shall comply with its obligations in respect of each Relevant Transfer pursuant to this Agreement and the Tenderer shall indemnify LiveWest against any Direct Losses sustained as a result of any breach of the TUPE Regulations by the Tenderer.

1. CONDITIONS OF TENDER PROCESS

**Acceptance of Tender**

5.1 It is clearly understood that the ITT and the submission of the Tender shall not in any way bind LiveWest to enter into a contract with the Tenderer or involve LiveWest in any financial commitment whatsoever in this respect. The Tenderer is also advised that LiveWest shall not bind themselves to accept the lowest, or any, Tender, but at LiveWest’s sole discretion may accept the whole or part of any tender.

**Rejection of Tender**

5.3 Any Tender submitted by a Tenderer in respect of which the Tenderer commits any of the following shall be rejected by LiveWest provided always that such a non-acceptance or rejection shall be without prejudice to any other civil remedies available to LiveWest or any criminal liability which such conduct by a Tenderer may attract:

 Fixes and adjusts prices and rates shown in its Form of Tender by or in accordance with any agreement or arrangements with any other person or by reference to any Form of Tender or communicates to any person other than the LiveWest Procurement Team the amount or approximate amount of the prices and rates shown in its Form of Tender except where such disclosure is made in confidence, in order to obtain quotations necessary for the preparation of the Tender or for the purposes of financing or insurance: or

 Enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; or

 Offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed Tender any act or omission; or

 In connection with the award of the Contract commits an offence under the Bribery Act 2010 (as amended or gives any fee or reward the receipt of which is an offence;

**Confidentiality**

5.4 The Invitation to Tender, Conditions of Contract, Specification, and all other documents or information issued by LiveWest in relation to this Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract, and shall not be disclosed in whole or in part to any third party without the prior written consent of LiveWest.

5.5 The documents which constitute the Contract and all copies thereof are and shall remain the property of LiveWest (whether or not LiveWest shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to LiveWest upon demand.

5.5 All information provided by the Tenderers as part of a tender return will be treated as confidential in accordance with the Public Contract Regulations 2015, notwithstanding any obligation on LiveWest arising under the provisions of the Public Contract Regulations, or related legislation, or any other requirement for the disclosure of information applicable under the laws of England and Wales.

**Intellectual Property**

5.6 Unless otherwise specified or agreed, it is the intention of LIVEWEST that all intellectual property rights in all works, services or supplies provided in relation to this tender which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by LIVEWEST, and the supplier shall ensure that it executes all documents necessary to effect such ownership.

5.7 Where the supplier provides existing intellectual property right protected material to LIVEWEST in relation to this tender, it shall disclose this to LIVEWEST; warrants it has the right to do so; and shall fully indemnify and hold LIVEWEST harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work. Except as provided above, both parties retain ownership of their pre-existing intellectual property rights protected material.

1. **TENDER DOCUMENT CHECKLIST**

The following documents are either contained within this document or will be uploaded on the Pro-Contract portal individually ;

1. Schedule 1 – Form of Tender
2. Schedule 2 – Specification
3. Schedule 3 – Form of Contract
4. Schedule 4 – Selection Questionnaire
5. Schedule 5 – Quality (Method Statements)
6. Schedule 6 – Pricing (Commercial)
7. Schedule 7 – Proposed Contracts, Collaborations and Partnerships
8. Schedule 8 – LiveWest Mandatory Policies
9. Schedule 9 – Contract Management

In your submission you need to ensure you have completed and returned the following;

|  |  |
| --- | --- |
| **Schedule**  | **Document** |
| Schedule 1 | Form of Tender |
| Schedule 3 | Form of Contract |
| Schedule 4 | Selection Questionnaire |
| Schedule 5 | Quality (Method Statements) |
| Schedule 6 | Pricing Schedule |
| Schedule 7 | Proposed Contracts, Collaborations and Partnerships |
| Schedule 9 | Contract Management |