**NORTHAMPTON PARTNERSHIP HOMES**

**INVITATION TO TENDER**

**FOR**

**Passenger Lift Dismantling, Disposal & Supply, Installation and Commissioning of 2 No New Passenger Lifts**

**CONTRACT REF: Riverside House**

**SUBMISSION DEADLINE: 17th August 2020**

**HELP**

NPH is utilising an electronic tendering tool to manage this procurement and communicate with Bidders.

There will be no hard copy documents issued to Bidders and all communications with NPH including, submission of Bidders’ responses, will be conducted via the ‘LGSS eSourcing Portal’

The portal is powered by ProActis and located at: www.lgssprocurementportal.co.uk

LGSS eSourcing Portal users should contact the ProActis support desk Mon to Fri, 09:00 to 17:30

Tel: 0330 005 0352

Email: ProContractSuppliers@proactis.com

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    - Proposed Forth Floor Plan PL 013 Feb 18

Appendix 4 Riverside House Investment Document – 4 Pages

Appendix 5 ProActis User Guide

# **SECTION 1 - INTRODUCTION**

## BACKGROUND

* 1. Northampton Partnership Homes (NPH) is an arms-length management organisation (ALMO) that is responsible for the management of council housing services. From 5th January 2015, NPH has been managing the provision of all the housing services of Northampton Borough Council (NBC) related to its own stock.
  2. NPH is wholly owned by the Council but has its own Board of Directors. It is a Company Limited by Guarantee (CLG) and is a not for profit organisation. This means that income will be put back into providing housing and housing services.
  3. NPH has been set up by the Council for an initial period of 15 years and is responsible for the following services:
* Allocations and Lettings
* Repairs and Maintenance
* Housing Management, including dealing with anti-social behavior
* Tenancy Support
* Tenant Involvement
* Ecton Lane traveler site

For more information, visit [www.northamptonpartnershiphomes.org.uk](http://www.northamptonpartnershiphomes.org.uk).

## GENERAL REQUIREMENTS

* 1. Northampton Partnership Homes (NPH) wishes to invite Tenders for the supply of **goods and works** in respect of Passenger lift dismantling, disposal, supply, installation and commissioning of 2 No New Passenger Lifts. The successful Bidder(s) will be responsible for providing this service and liaising closely with the Contract Manager identified by NPH.
  2. NPH is managing this procurement process in accordance with the Public Contracts Regulations 2015.
  3. NPH’s detailed requirements are defined in the Specification – Section 3 of this document.

## CONTRACT SCOPE

The scope of the works is to survey the existing passenger lifts in situ at the project address below, for dismantling, disposal and supply, installation and commissioning of 2 new passenger lifts, suitable for the client’s requirements.

Riverside House

Northampton

NN1 5NX

* 1. Riverside House is to be the subject of significant asset management and improvement including refurbishment of the 1970’s office building to enhance its status as a major employment opportunity adjacent to the town center. Externally this refurbishment will include the addition of some decorative panels, together with an extensive improvement to the internal specification which will convert the obsolete office space into good quality modern accommodation for a total of 60 units. 16 units for 1-bedroom flats and 44 units for 2-bedroom flats.
  2. The contract start date is estimated the 1st September 2020, a full programme will be required as part of the weighted tender evaluation.
  3. The form of contract will be NEC 3 **(Option A)** and the contract will be awarded to 1 provider

# **SECTION 2 – INSTRUCTIONS TO BIDDERS**

## GENERAL INSTRUCTIONS

* 1. These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
  2. NPH is utilising an electronic tendering tool to manage this procurement and communicate with Bidders. There will be no hard copy documents issued to Bidders and all communications with NPH including, submission of Bidders’ responses, will be conducted via the ‘LGSS eSourcing Portal’ Proactis which is located at:

www.lgssprocurementportal.co.uk

Bidders who require technical support when using the LGSS eSourcing Portal – Proactis should contact the Proactis support desk:

Email: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com)

Telephone: 0330 005 0352

This facility is available Monday to Friday, 09:00 to 17:30.

* 1. Bidders should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender may result in the rejection of the Tender. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the requirements and contractual obligations.
  2. These instructions constitute the conditions of Tender. By submitting a tender, Bidders are confirming that they accept and have complied with all of the instructions in this document.
  3. All material issued in connection with this ITT shall remain the property of NPH and shall be used only for the purpose of this procurement exercise.
  4. The Bidder shall not make (direct or indirect) contact with any employee, agent or consultant of NPH who are in any way connected with this procurement exercise, unless instructed otherwise by NPH via the LGSS eSourcing Portal’s messaging facility.
  5. Where Bidders are required to submit an attached document in response to a question, attachments must be in one of the following formats: MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files. A response may be considered incomplete if an attachment cannot be opened by NPH.
  6. Bidders shall accept and acknowledge that by issuing this ITT NPH shall not be bound to accept any Tender and reserves the right not to conclude a contract for some or all of the requirements for which Tenders are invited.
  7. NPH reserves the right to amend, add to or withdraw all or any Section of this ITT at any time during the procurement exercise.

## TIMETABLE

An indicative timetable for the procurement process is provided below. However, this timetable may be subject to change. NPH will endeavor to provide as much notice as possible of any changes.

| **Tender Timetable** | **Date** |
| --- | --- |
| Contact Notice – Contracts Finder | 28th July 2020 |
| Invitation to Tender (ITT) | 28th July 2020 |
| Site Visit | 3rd August 2020 (TBC) |
| Tender Return Deadline | 17th August 2020 |
| Contract Award | 31st August 2020 |
| Mobilisation period / Lift Lead in Times | ASAP – Contractor to Advise |
| Contract Start Date | 1st September 2020 |

* 1. Site Visit

A site visit is to be confirmed for the 3rd August 2020, all tenderers that would like to attend, please advise via the LGSS portal Proactis no later than noon on the 31st July 2020.

The number of visitors will be limited to 1 person per tenderer, please ensure you are wearing the correct PPE, and provide the name and contact details including mobile number of attendees in your request.

## SUBMISSION OF TENDERS

* 1. The Bidder must submit their Tender via the LGSS eSourcing Portal (ProActis) no later than **12 noon 17th August 2020** (the “Deadline”). Hard copy submissions or e-mail submissions will not be accepted.

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

Bidders must ensure they allow sufficient time to upload and submit their tenders through the eSourcing Portal ProActis. NPH will not be held responsible for any systems failure or difficulties in submission outside of the control of NPH.

* 1. Bidders may seek clarification on any of the points contained in the ITT documents, via the LGSS eSourcing Portal (Proactis) any time prior to **7th August 2020**. Where appropriate, response to clarification question will be published to all Bidders.

## EVALUATION OF TENDERS

* 1. The Tender evaluation process must ensure Tenders are evaluated in an open and transparent manner. For that purpose, the tender evaluation criteria is set out below.
  2. An initial examination will be made to establish the completeness of submitted Tenders. NPH reserves the right to disqualify any Tender submission which is incomplete.
  3. **Evaluation of Tenders**
     1. NPH will ONLY accept the Tender which it considers to be the most economically advantageous (MEAT) based on the criteria set out in this document. However, NPH is not obliged to award a contract as a result of the tender process and may suspend or discontinue the award process at any time.
     2. NPH reserves the right to eliminate Bidders if they have not completed the relevant declaration forms.
     3. NPH will assess the Bidder’s responses to the **selection / suitability** criteria questions which are include in Sections 1-7 of the tender submission forms. Failure to meet the **minimum standards** criteria set out in each section will result in automatic elimination of the Bidder and their bid.
     4. Tenders meeting the minimum standards will then be evaluated as follows:

**Weighted combination of Quality and Price**

**Tenders will be evaluated 40% on responses to the quality questions and 60% on price.**

* + 1. The ITT questions found within Section 4 – Tender Submission Forms and are separated into different sections. Some sections are for information, some carry a percentage weight, and some are pass / fail. The weighting of each individual question is set out below.

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Criteria** | **Weighting** |
| **1** | **Company Details and Conflict of Interest** | **Info** |
|  | **Selection / Suitability Questions** |  |
| 2 | Grounds for Mandatory Exclusion | Pass / Fail |
| 3 | Grounds for Discretionary Exclusion | Pass / Fail |
| 4 | Economic and Financial Standing | Pass / Fail |
| 5 | Insurance | Pass / Fail |
| 6 | Health and Safety | Pass / Fail |
| 7 | Statutory Requirements | Pass / Fail |
| 8 | **Price** |  |
|  | Pricing Element | **60%** |
| **9** | **Quality Questions** |  |
|  | Programme | **20%** |
|  | Health & Safety | **10%** |
|  | Technical Experience | **10%** |
|  | Quality | **10%** |

* + 1. The Quality Questions will be scored out of 5 marks using the scale set out below. The weighing will then be applied to the question score.

|  |  |  |
| --- | --- | --- |
| **Score** | **Judgement** | **Performance** |
| 5 | Excellent | The Bidder has given an excellent response enabling the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify comprehensive evidence that the response given will deliver all stated requirements |
| 4 | Good | The Bidder's response enables the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify evidence that the response given will deliver all stated requirements. |
| 3 | Satisfactory | The Bidder's response enables the evaluator to have a good understanding of how the requirement will be met. The evaluator can clearly identify evidence that the response given will deliver most of the stated requirements. |
| 2 | Insufficient | The Bidder's response enables the evaluator to have an understanding of how the requirement will be met. The evaluator can identify sufficient evidence that the response given will deliver most of the stated requirements. The response may have either raised a concern, several small issues, is inconsistent in some aspects, or does not cover all parts of the question. |
| 1 | Poor | The Bidder's response **does not** enable the evaluator to have an understanding of how the requirement will be met. The evaluator **cannot** clearly identify that the response given will deliver most of the stated requirements due to insufficient evidence and/ or the Bidder only demonstrating a limited understanding. |
| 0 | Not Answered | The evaluator believes that the Bidder has failed to either answer the question or provide a relevant response. |

* + 1. Quality Questions

Quality Score % will be calculated as follows for each Quality question:

Bidder Quality Score ÷ Max Quality Score Available × “*X%”*

= Bidder Quality %

E.g Bid 1 88 ÷ 100 x 40 = 35%

Bid 2 73 ÷ 100 x 40 = 29%

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Bidder Quality Score** | **Max Quality Score Available** | **Score %**  **(If “*X”* = 40)** |
| Bid 1 | 88 | 100 | 35 |
| Bid 2 | 73 | 100 | 29 |
| Bid 3 | 65 | 100 | 26 |

* + 1. Pricing

Pricing % will be calculated as follows:

**(Lowest compliant bid price ÷ Bidder's price) × *“Y%”***

E.g.: Bid 1 £45,000 ÷ £45,000 x 60 = 60%

Bid 2 £45,000 ÷ £50,000 x 60 = 54%

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Lowest Compliant Bid Price (£)** | **Bidders Price (£)** | **Score %**  **(If “*Y* “= 60)** |
| Bid 1 | £45,000 | £45,000 | 60 |
| Bid 2 | £45,000 | £50,000 | 54 |
| Bid 3 | £45,000 | £55,000 | 49 |

Total score is the Quality % + Price %, the tender with the highest Total % is the successful tenderer:

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Quality Score (%)** | **Price Score (%)** | **Total (%)** |
| Bid 1 | 35 | 60 | 95 |
| Bid 2 | 29 | 54 | 83 |
| Bid 3 | 26 | 49 | 75 |

* + 1. Bidders should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Bidders will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.
    2. If a Bidder fails to provide fully for the requirements of the ITT it must either:

1. absorb the costs of meeting the full requirements of the Tender within its tendered price; or withdraw its Tender.

## VARIANT BIDS

* 1. Subject to the paragraph below, tenders made must be in accordance with all the tender documentation and no changes should be made to tender documents or Contract Conditions. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.
  2. If a tenderer wishes to make a variant bid (i.e. a tender which is not fully compliant with NPH’s requirements) it may do so if (and only if) a fully compliant tender is also submitted.
  3. Bidders should also note that tenders are being sought on the basis of the Contract Conditions included in this Invitation to Tender. NPH will not consider a tender which does not comply with its requirement by, for example, being made on the basis of the tenderers own ‘standard conditions’ except where these are expressly included as part of a variant bid.
  4. All variant bids will be evaluated using the same award criteria as the compliant bid and evaluated on a like for like basis. Variant bids must meet all the minimum standards set out in the tender documents. However, NPH is not obliged to accept a variant bid if it is considered that the variation does not meet the needs of NPH.

## AWARD OF CONTRACT/ PREFERRED SUPPLIER STAGE

* 1. NPH will notify all Bidders via the LGSS eSourcing Portal’s (ProActis) messaging facility of its intention to award a contract or to include or exclude them from the Framework Agreement.

The intention to award notification will include details of the:

1. award criteria;
2. name of the successful Provider(s) and why that Provider was successful;
3. score for the successful Bidder(s)
4. score for unsuccessful Bidder receiving the notice and their ranked position.
5. reasons for the award decision

## CONFIDENTIALITY

* 1. Subject to the exceptions referred to in Instruction 7.2, the contents of this ITT and any information supplied by NPH in connection with this ITT are being made available by NPH on condition that Bidders shall:
     1. at all times treat the contents of the ITT and any related documents (together called the ‘Information’) as confidential, save in so far as they are already in the public domain;
     2. not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
     3. not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
     4. not undertake any publicity activity within any section of the media.

* 1. Bidders may disclose, distribute or pass any of the Information to the Bidder’s advisers, sub-contractors or to another person provided that either:
     1. this is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
     2. the Bidder obtains the prior written consent of NPH in relation to such disclosure, distribution or passing of Information; or
     3. the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any contract arising from it; or
     4. the Bidder is legally required to make such a disclosure.

* 1. With regards to Instructions 7.1 and 7.2 above the definition of ‘person’ includes but is not limited to any person, individual, firm, organisation, body or association, corporate or incorporate.

## FREEDOM OF INFORMATION/ GOVERNMENT TRANSPARENCY AGENDA

* 1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 with 2012 updates (the ‘FOIA’), and the Local Government Transparency Code 2014 NPH may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of the Functions of Public Authorities under Section 1 of the said Act, or the Environmental Information Regulation (the “EIR”) be required to disclose information submitted by the Bidder to NPH.
  2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder **must complete Section 11 of the ITT if applicable and adhere to ALL of the following:**
     1. identify such information as commercially sensitive;
     2. explain the potential implications of disclosure of such information; and
     3. provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
  3. Where a Bidder identifies information as commercially sensitive, NPH will endeavour to maintain privacy. Bidders should note, however, that, even where information is identified as commercially sensitive, NPH may be required to disclose such information in accordance with the FOIA or the EIR or the Government Transparency Code 2014. In particular, NPH is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, NPH cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed. However, NPH will take into account the current Government Guidance on commercial interests prior to making any such disclosure.
  4. The Bidder acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is **NOT** confidential Information. NPH shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provision of the FOIA. Notwithstanding any term of this Contract, the Bidder hereby gives their consent for NPH to publish the Contract in its entirety but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted. Also redacted will be information submitted by the Bidder in Section 10 of this tender where it is agreed by both NPH and the Bidder to be commercially sensitive. This also includes from time to time agreed changes to the contract.

## TENDER VALIDITY

* 1. Your Tender must remain open for acceptance for a period of 90 days from the tender closing date. A tender valid for a shorter period may be rejected.

## PREPARATION OF TENDERS

* 1. The Bidder must ensure they understand clearly what NPH’s requirements are about the scope and price base of the contract and its duration and must obtain for themselves at their own expense all information necessary for the preparation of the tender. Under no circumstances will NPH, or any of their advisers, be liable for any costs or expenses borne by Bidders, sub-contractors, suppliers or advisers in participating in this procurement process.
  2. The Bidder is required to complete and provide all information required by NPH in accordance with the ITT. Failure to comply with the ITT will lead NPH to reject a Tender.

## REJECTION OF TENDERS

* 1. NPH reserves the right to reject or disqualify any Tender and or a Bidder, where the Bidder:
     1. fixes or adjusts the amount of its Tender by or in accordance with any conditions of Contract or arrangement with any other party; or
     2. communicates to any party other than NPH the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
     3. enters into any condition of Contract with any other party that such other party shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Bidder in its Tender; or
     4. offers or agrees to pay or gives or does pay or gives any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to this Tender or any other proposed Tender, (without prejudice to any other civil remedies available to NPH and without prejudice to any criminal liability which such conduct by a Bidder may attract);
     5. directly or indirectly canvasses any officer, member, employee, or agent of NPH concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Tender or proposed Tender;
     6. fails to comply fully with the requirements of this ITT or makes a misrepresentation in any information supplied in their Tender;
     7. makes or attempts to make any variation or alteration to the terms of the Tender, the Conditions of Contract or the Specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the Tender, the Conditions of Contract and the Specification; or
     8. there is a change in identity, control, financial standing or other factor impacting on the selection and or evaluation process affecting the Tender.
     9. submits a Tender which does not comply with any mandatory requirement (where the word “shall” or “must” is used).
  2. Tenders will first be reviewed to see if any appear to be abnormally low or unsustainably high. NPH reserves the right to reject any unsustainably high bids without further evaluation of the Tender. In relation to abnormally low bids, a tender will be deemed to be abnormally low if it is 20% or more below the mean of the range of all the other tenders. In such a case NPH will request a written explanation of the tender, or of those parts of it that NPH consider to contribute to the offer being abnormally low. Evidence provided in response to this request will be assessed and the tender verified with the Tenderer. An abnormally low tender may (but will not necessarily) be rejected at this stage.

# **Section 3 – the contract Works & specification**

**Overview**

Works required are to survey 2 No existing passenger lifts in situ, for dismantling, disposal and supply, installation and commissioning of 2 new passenger lifts, suitable for the client’s requirements.

All requirements are as detailed in the Lift Condition Report dated 4th May 2020 (Appendix 2) as per the recommendation given and in line with the proposed building use and works description and specification shown below

Tenderers must include a list of all assumptions made, schedule of attendances, and a risk register with any potential further costs and mitigating actions.

Please confirm the product warranty period.

High quality handover documentation including Health & Safety files and the Operating & Maintenance manuals.

Requirements for specialist maintenance and ongoing certification of various elements of the installation in order to meet legislative requirements is to be detailed.

**Works description**

The contractor is required to dismantle all existing lift equipment and dispose off site as well as supply and install new lifts as described in the passenger lift specification below. The new lifts are required to meet all relevant building standards and regulation applicable within the United Kingdom.

The contractor will be responsible for the site during the works and will act as principal contractor for the purpose of fulfilling CDM Regulations.

The contractor’s price shall include for all equipment/accessories required for the future repair/maintenance of the lifts

The contractor’s price shall include for any infill panels or cover strips between the lift enclosures and the building.

As there will be no other contractor present on site during the lift installation, the contractor’s price shall include for all work required to facilitate the installation of the lifts.

The contractor shall provide a detailed list of builder’s work to be carried out by others after the lift installation is complete

The building refurbishment work will commence after the installation of the new lifts. The work is likely to last for several months. The contractor shall allow for commissioning of the lifts to be carried out after the practical completion of the refurbishment works and the warranty period for the lifts to run for a period of 12 months from that date.

**Passenger lift specification**

**Lift type**: Machine-Room-Less design with all the equipment housed within the existing lift shaft

**Capacity**: 13 Passengers/1000Kg

**No. of lifts required**: 2

**Speed**: 1m/s VVVF

**Lift travel**: 11520mm - Contractor to confirm on site

**Stops**: 5

**Standards**: EN81-20/50, EN81-70, EN 81-28:2003 and Building Regulations Part M

**Shaft minimum size**: As existing, contractor to confirm on site and adapt as necessary to suit his requirements

**Lift shaft**: As existing, contractor to confirm dimensions on site

**Pit depth**: 1050mm - Contractor to confirm on site

**Headroom**: 3600mm to underside of lifting beam - Contractor to confirm on site

**Shaft construction**: As existing, the contractor to include cost for any adaptation work that may be required to suit his system

**Position of entrances**: Front only - 0,1,2,3,4

**Model**: Contractor to advise

**Internal car dimensions**: Contractor to advise

**Internal side and back wall**: Satin stainless steel

**Internal front wall and header**: Satin stainless steel

**Car doors**: Satin stainless steel

**Handrail**: To EN81-70, round satin stainless steel with curved end to side wall

**Ceiling/Lighting**: White/LED lighting

**Floor**: Grey anti-slip

**Skirting**: Satin stainless steel

**Mirror**: Half height to rear wall

**Other requirements**: Volt free contact for building’s fire alarm, Emergency auto-dialler, Door close push button, Door open push button, Gong to EN81.70, Alarm push button, Voice announcer, Emergency light

# **section 4 – tender submission forms**

## Company Details and Conflicts of Interest

**This section is for information purposes only**, however your company registration number may be used to carry out a credit check.

* 1. Please complete the table below with your company information.

| **Question** | **Response** |
| --- | --- |
| Name of the company who will be the contracting party: |  |
| Name of individual completing this form: |  |
| Position in company: |  |
| Telephone number: |  |
| Email address: |  |
| Date the company commenced: |  |
| Address: |  |
| Website address: |  |
| Number of employees (FTE): |  |
| Company registration number: |  |
| Other registration number e.g. charity (please state) |  |
| VAT registration Number |  |

* 1. Please state if your company is a sole trader, partnership, private limited company, public limited company, LLP or other.

**Response:**

* 1. If you are a subsidiary of another company/group please also provide details of your immediate and ultimate parent below. If not part of a group please state N/A.

**Response:**

* 1. **Bidding Model** – please tick which of the following options represents your bidding model.

|  |  |
| --- | --- |
| Bidding as a Prime contractor and able to deliver 100% of the contract deliverables yourself. |  |
| Bidding as a Prime contractor and will use third parties to deliver some of the services.  If yes, please provide details in the box below this table of your proposed bidding model. Include the members of your supply chain, the percentage of work they will deliver and the contract deliverables they will be responsible for. |  |
| Bidding as a Prime contractor but will operate as a Managing Agent and will use third parties to deliver all of the services.  If yes, please provide details in the box below this table of your proposed bidding model. Include the members of your supply chain, the percentage of work they will deliver and the contract deliverables they will be responsible for. |  |
| Bidding as a consortium but no proposing to create a new legal entity.  If yes, please provide details in the box below this table of your consortium and explain the alternative arrangements i.e. why a new legal entity is not being created.  Please not that NPH may require the consortium to assume a specific legal form if awarded the contract. |  |
| Bidding as a consortium and intend to create a Special Purpose Vehicle.  If yes, please provide details in the box below this table of your consortium, the current lead member and intended SPV and provide full details of the bidding model. |  |

Where you have answered “yes” to any of the point above, please provide further information here.

**Response:**

* 1. NPH is required to ensure that measures are in place so that our board members and employees show high standards of probity and do not abuse their position.

Our policies do not allow a payment or grant of benefit to individuals who have been a board member or employee of NPH at any time within the last 12 months, or to close relatives of such a person, unless the payment or grant of benefit is within specific exemptions contained within NPH policy. Where exemptions apply the payment or grant of benefit will not be made unless prior agreement has been given from those with delegated authority.

If you are a current or former board member or employee of NPH, or are related to a current or former board member or employee please provide details in the space below. Where this does not apply, please write ‘N/A’.

**Response:**

* 1. Do any potential conflicts of interest exist between any member of your company and NPH in relation to this contract? (If yes, please provide details (max 200 words).)

**Response:**

Questions 1.4 and 1.5 are for information purposes, declarations will be reviewed on a case by case basis and solutions sought.

## Grounds for Mandatory Exclusion

The Mandatory Declaration below must be completed. The Declaration at section 9 must be signed by an authorised person of suitable seniority within the organisation.

***Important Notice:***

In some circumstances NPH is required by law to exclude companies from participating further in a procurement process. If you answer ‘yes’ to any question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

**Please state ‘Yes’ or ‘No’ to each question.**

|  |  |
| --- | --- |
| **A.1.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Response**  **(Yes / No)** |
| (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |
| (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption; |  |
| (c) the common law offence of bribery; |  |
| (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |
| (e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |
| (i) the offence of cheating the Revenue; |  |
| (ii) the offence of conspiracy to defraud; |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |
| (f) any offence listed — |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |
| (g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |
| (h) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |
| (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |
| (k) an offence under section 59A of the Sexual Offences Act 2003; |  |
| (l) an offence under section 71 of the Coroners and Justice Act 2009 |  |
| (m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |
| (n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive - |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |
| **Non-payment of taxes**  **Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |

If you have answered “yes” to any of the above questions full details must be enclosed with this ITT submission to enable NPH to make a decision on whether your company should be excluded. Subsequent discovery by NPH of any non-disclosure will be grounds for NPH to set aside any contract award decision, or to terminate the contract should they choose to do so.

Please include full details of any disclosure below:

**Response:**

## Grounds for Discretionary Exclusion

**Important Notice**

NPH is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you answer ‘yes to any question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out below full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by NPH in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

NPH is also entitled to exclude you in the event you are guilty of serious misrepresentation in providing any information referred to within the Public Contracts Regulations 2015 or you fail to provide any such information requested.

Please state ‘Yes’ or ‘No’ to each question.

|  |  |
| --- | --- |
| A.2.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation. | Response  Yes / No |
| (a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |
| (b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State |  |
| (c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |
| (d) your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |
| (e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |
| (f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in Regulation 41, that cannot be remedied by other, less intrusive, measures; |  |
| (g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |
| (h) your organisation — |  |
| (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or |  |
| (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or |  |
| (i) your organisation has undertaken to - |  |
| (i) unduly influence the decision-making process of the contracting authority, or |  |
| (ii) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |

If you have answered “yes” to any of the above questions full details must be enclosed with this ITT submission to enable NPH to make a decision on whether your company should be excluded.

Please set out below full details of the relevant incident and any remedial action taken subsequently:

**Response**:

## Economic and Financial Standing

**This section is pass or fail**.

This section is used to assess the financial stability of your company. Companies who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage. In reviewing this information, if NPH has concerns over financial stability, further information may be requested and credit references will be taken up. If information provided by your company and by credit reference agencies does not satisfy NPH of the company’s financial stability, then the submission will fail the threshold.

* 1. Please state your turnover and profit figures for the past 3 years in the table below (£).

| **Year – Date of Accounts** | **Turnover** | **Operating Profit** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
|  | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following? | Yes / No |
| (a) | A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes / No |
| (b) | A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes / No |
| (c) | Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes / No |
|  |  |  |
|  | **If you have indicated that you are part of a wider group, please provide further details below:** |  |
| (a) | Are you able to provide parent company accounts if requested to at a later stage? | Yes / No |
| (b) | Would the parent company be willing to provide a guarantee if necessary? | Yes / No |
| (c) | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes / No |

## Insurance

**This section is pass or fail**.

* 1. Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Companies that do not currently have the required insurance cover and do not commit to obtaining the necessary insurance levels will fail this section.

Companies who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage.

| **Insurance Type** | **Minimum Required Cover** | **Do you commit to increase cover prior to contract award if required?** |
| --- | --- | --- |
| Employers Liability | £10 m | Yes / No |
| Public Liability | £5 m | Yes / No |
| Professional Indemnity | £5 m | Yes / No |
| Product Liability | £5 m | Yes / No |

## Health and Safety

**This section is pass or fail.**

* 1. In order to pass this section, companies must be registered to a scheme recognised by Safety Schemes in Procurement (SSIP) e.g. CHAS, Constructionline (click here for a full list: [www.ssip.org.uk](http://www.ssip.org.uk) ).

Please self-certify that your company is registered to such a scheme by completing the question below and entering the scheme name. Companies who self-certify that they meet the requirements will be required to provide evidence of this if they are successful at contract award stage.

YES / NO

Scheme Name & Registration No:

* 1. In order to pass this section, companies must confirm they have a Health and Safety policy (not required if you employ fewer than 5 persons) and that you will comply with NPHs Health and Safety arrangements when working on our sites.

YES / NO

6.3 In order to pass this section, companies must be registered to an Industry Association, such as the Lift and Escalator Industry Association (LEIA).

YES/NO

Scheme Name & Registration No:

## Statutory Requirements

**This section is pass or fail**

* 1. **Bribery Act 2010**

NPH takes its obligations under the Bribery Act 2010 extremely seriously and has an anti-bribery policy in place for the guidance of all staff. In order to reduce the risk of offences under the Bribery Act 2010 occurring, companies must be able to demonstrate they have a similar commitment and have an anti-bribery policy or procedure in place.

Please provide a brief outline of the action your company is taking to prevent offences under the Bribery Act 2010.

**Response**:

* 1. **Modern Slavery Act 2015: Requirements under the Act**

(a) Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?

YES / NO

(b) If you have answered yes to question 8.2 (b) are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?

Yes - Please provide the relevant url here:

No - Please provide an explanation here:

## Quality Questions

|  |  |  |
| --- | --- | --- |
|  | **Programme** | **20%** |
| **a)** | Please provide a full programme as a Gantt chart.  Please include any critical key milestones within your programme.  Please include a supporting statement of no more than 500 words on   1. How you will work to a target start on site date of 1st September 2020. 2. how you will manage activities to optimize programme whilst managing health and safety |  |
| Response | (**Max 500 words**) |  |
|  | **Health & Safety** | **10%** |
| **a)** | Please provide detail of the safety precautions and preventative measures the Tenderer takes when carrying out the type and nature of the work covered by the tender requirements – please set out in areas specific to this type of works. | **6%** |
| Response | (**Max 500 words**) |  |
| **b)** | Please provide detail of the safety precautions and preventative measures when undertaking the work in areas open to the NHS on the ground floor, no disturbance in utilities is a must. | **4%** |
| Response | (**Max 500 words**) |  |
| **8.3** | **Technical Experience** | **10%** |
| **a)** | Please provide a case study of no more than 500 words of a relevant residential scheme to demonstrate experience of passenger lift survey, dismantling, disposal, supply, installation and commissioning in the last 3 years within the UK. |  |
| Response | (**Max 500 words**) |  |
| **8.4** | **Quality** | **10%** |
| **a)** | Please provide quality assessment detail covering, but not limited to all the areas list below ;  Emergency switches and fixings  Controls and fault displays  Maintenance key switches  Emergency lighting  Wayfinding & User safety signage  Fire system interfaces  General building lighting above and around machine  Drive assemblies  Safety brakes  Voice annunciation |  |
| Response | (**Max 500 words**) |  |

## Price

All tenderers are to provide a fully priced schedule of works, with detailed explanation and pricing for each element of the works to be undertaken.

The price shall include all requirements to complete the works within the programme submitted.

Any additional pricing or suggested savings or efficiencies shall be provided under a separate cover.

Tenderers must include a list of all assumptions made, schedule of attendances, and a risk register with any potential further costs and mitigating actions.

Weighted scoring will be on the total cost of all the elements, please ensure all elements are clear and what you have included for or excluded.

## Freedom of Information

Information in relation to this RFQ may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 (“The Act”) and your organisation details will be disclosed where the expenditure is over £250 as per the Government Transparency agenda. Details of all contracts worth £20,000 or more in total value will also be published on the NBC website.

Organisations should state if any of the information supplied by them is confidential and commercially sensitive or should not be disclosed in response to requests under the Information under the Act. Organisations should state why they consider the information to be confidential or commercially sensitive.

Please state here any specific information in this RFQ that you do not wish to be disclosed under Freedom of information Act. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

Insert specific Information here if applicable:

## Certificate of Bona Fide Tender

The essence of selective tendering is that NPH shall receive bona fide competitive Tenders from all those tendering. In recognition of this principal, we certify that this is a bona fide Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:-

1. fix or adjust the amount of the tender by arrangement of any other person; or
2. communicate to any person other than NPH the amount of the tender (unless the disclosure is made for insurance purposes, for example); or
3. agree with any other person that they will agree not to tender or as to the amount of any other tender to be submitted; or
4. offer or pay any sum of money or give any gift to any person to induce such a person to accept the tender

In addition

* I certify that the information supplied is accurate to the best of my knowledge.
* I understand that any company who directly or indirectly canvasses any member of the Board or member of staff of NPH or their financial, legal or other advisors, concerning the award of the contract or engages in any other corrupt practice involving the members, staff or their advisers will be disqualified.
* I also understand that if I, or any employee of the company give or offer any gift or consideration whatsoever as an inducement or reward to any member, staff or advisor of NPH that any such action will empower NPH to cancel any agreement currently in force and will result in the company’s exclusion from consideration for the provision of all future services to NPH.

In this Certificate the work “person” includes any persons any body or association, corporate or unincorporate and “any agreement or arrangement” includes any such transaction, formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Signed |  |
| On behalf of |  |
| Date |  |

# **APPENDIces**

Appendix 1 Conditions of Contract – NEC 3 Option A

Appendix 2 Lift Condition Report 4th May 2020

Appendix 3 Drawings

* + - Proposed First Floor Plan PL 010 Feb 18
    - Proposed Second Floor Plan PL 011 Feb 18
    - Proposed Third Floor Plan PL 012 Feb 18
    - Proposed Forth Floor Plan PL 013 Feb 18

Appendix 4 Riverside House Investment Document – 4 Pages

Appendix 5 ProActis User Guide – 24 Pages