

**Invitation to tender for
Architectural Consultancy to Support the
Coalville Frontage Improvement Scheme**



**Part A - Contract requirement
NWL110 Architectural Consultancy**

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Section 1 – Instructions to tenderers

General requirements

North West Leicestershire District Council requires the support of an architectural consultancy with a proven track record of historic building repair and reinstatement, to support the delivery of the Frontage Improvement Scheme for Coalville town centre.

The primary role of the consultant will be to ensure a high standard of work, in sympathy with the traditional architectural and aesthetic qualities of the area, particularly in terms of scale, design and materials. Value for money will need to be achieved in the context of the financial parameters of the scheme.

Tenders are invited from suitably qualified, experienced and resourced consultants. Consultants will need to demonstrate their experience in delivering high quality outputs on time, to budget and in accordance with client expectations.

Contract duration

The contract will be for a year with the option to extend up to a further two years in annual increments.

Process timetable

The procurement project is intended to follow the below timetable:

Step	Date(s) and time(s)
Invitation to tender (ITT) issued	25 April 2019
Deadline for final clarification questions from suppliers	6 May 2019
Deadline for the submission of ITT responses	13 May 2019
Evaluation period	13-17 May 2019
Interviews	20 or 22 May 2019
Decision and award deadline	24 May 2019
Inception meeting	3 June 2019
Contract commencement	4 June 2019

The Customer reserves the right to amend this timetable at any time.

The procurement process adopted by the Customer is based on the 'Open' tendering procedure as detailed in the European Communities Combined Directive (2004/18/EC) and the Public Contracts Regulations 2015. In brief, the process will be as follows:

All organisations expressing an interest in the tender have been sent an invitation to tender document.

- An initial examination will be made to establish the completeness of submitted tenders. The Customer reserves the right to disqualify any tender submission which is incomplete.
- Complete tender returns will initially be evaluated to ensure that all the stated essential qualifying criteria will be met.
- All tender returns which meet the essential qualifying criteria will be evaluated in full against the award criteria – this is explained in further detail on the following pages.

You are required to submit all tender responses to procurement@nwleicestershire.gov.uk

Submitting a Tender

Tenders must be submitted using the corresponding tender response document (Part B – tender response). This must be completed in full, and signed:

- (a) where the Supplier is an individual, by that individual, or
- (b) where the Supplier is a partnership, by two duly authorised partners, or
- (c) where the Supplier is a limited company, by a director duly authorised for such purposes, or
- (d) where the Supplier is a consortium, by an authorised individual or the lead organisation.

The deadline for submission of tenders is stated within the timetable and on the eProcurement system. Submissions cannot be accessed or opened by the Customer until after the deadline has expired. No documents can be uploaded to the eProcurement system after the deadline has expired. Tenders received in a method other than via the eProcurement system will not be accepted.

It is therefore strongly recommended that your submission is uploaded well before the deadline to avoid traffic and ensure that failure of systems does not result in your tender failing to be submitted by the deadline.

Any queries regarding the tender should be sent via the eProcurement system by the deadline shown in the timetable.

Any additional documents used to support the response must:

- be clearly referred to in the relevant response field
- have a title that clearly identifies the document (so they can be clearly identified when stored electronically)
- have a heading that clearly identifies the document (so they can be clearly identified when printed).

Evaluation

There will be two principal stages to the evaluation of tenders, called '**qualifying**' and '**award**'. The 'qualifying' stage is intended to assess organisations' general suitability and capability as Tenderers. Those offers that meet the minimum standards and so 'pass' the qualifying criteria will then proceed to the second, 'award' stage of the evaluation. This stage is designed to assess the merits of each bid, based upon Tenderers' service delivery proposals.

Tenderers that do not pass the 'qualifying' stage in the process will not proceed to the 'award' stage and will not be further considered.

Qualifying stage

Assessment against qualifying criteria is essentially a pass/fail exercise, designed to ensure that those Tenderers who proceed to the award stage of the evaluation are considered suitable.

The qualifying criteria against which all tenders will initially be assessed relate to the items addressed in the supplier questionnaire in the tender response document. The qualifying criteria are essentially

the minimum requirement which Tenderers should meet. Failure to meet these requirements will exclude a provider from any of the following stages.

Award stage

The award criteria for the contract will be split between two stages. The first stage is made up of quality and price. A minimum of the top 4 providers will then proceed to the second stage which is made up of an Interview.

First Stage:

Price

The award criteria for price is 30%.

Suppliers will be required to complete a pricing form / table (either within the tender return document or as a separate attachment).

The evaluation and formula used is based on the lowest price. The supplier submitting the lowest price will be awarded the maximum score out of the above percentage.

Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Suppliers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders. If a Supplier fails to provide fully for the requirements of the specification in the tender it must either absorb the costs of meeting the full requirements of the specification within its tendered price or withdraw its tender.

Quality

The award criteria for quality is 70%.

Suppliers will be required to respond to a number of questions within the tender return document. The responses to these will be marked using the below methodology:

0	Completely unsatisfactory/unacceptable response - No response to the question or serious deficiencies in meeting the required standards.
1	Poor response - The response is partially compliant with some shortfalls in meeting the required standards.
2	Acceptable response - The response is compliant and meets the basic contract standards. Any concerns are only of a minor nature.
3	Good response - The response is fully compliant and clearly indicates a full understanding of the contract and ability to consistently deliver all required contract standards.
4	Excellent response - The response is fully compliant and indicates the ability to exceed the required standards of the contract.

Each question will also have a weighting. This will be applied to the mark for each question to establish a total weighted mark for each question. The score for each question will then be added to together to form a total number of weighted marks.

The supplier submitting response with the highest weighted marks will be awarded the maximum score out of the above percentage.

If a tender scores '0' or '1' against any one or more method statements this will give grounds for excluding the tender from any further consideration.

The scores will then be added together to give a final score of which the top 4 scoring providers will be invited to interview stage.

Please note: The Council reserves the right not to award the contract to the lowest or any bidder, reserving also the right to accept the same in whole or in part.

Second Stage:

Interview

The award criteria for interview is 100%.

Preferred supplier

The supplier which achieves the highest total score will be the preferred supplier.

Acceptance of tender

Upon conclusion of the evaluation of tenders, any acceptance of tender(s) will be advised accordingly in writing. Such acceptance, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender(s), based on the evaluation criteria listed above.

Tenderers whose tenders it is proposed should not be accepted will be advised of this in writing and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender(s).

In accordance with the Public Contracts Regulations 2015, the award of the Tender will be subject to a mandatory standstill period of at least 10 days between the notification of award decision and contract conclusion. If representations are received during the standstill period, the Customer may have to suspend the making of the contract and extend the standstill period until any issues have been resolved.

The Customer does not bind itself to accept the lowest or any tender, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal contract will be entered into between the Customer and the Tenderer(s). A copy of the conditions of contract can be found within this document and any Tenderer submitting a bid will be deemed to be agreeing to the terms and conditions contained within. Should a qualification of offer be made to change the terms and

conditions by any Tenderer, then grounds will exist to exclude such bids from further consideration.

Upon acceptance of the tender, the Contract shall be immediately constituted and become binding on both parties. The Customer will inform the Supplier of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The Supplier will be expected to sign and return the contract documents to the Customer who will duly sign and return one copy to the Supplier.

Conditions of tender

Tenders must be submitted in accordance with the following conditions. Any Suppliers that do not comply with these instructions or conditions may have their tender rejected.

1. Information, costs and expenses

The Supplier is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the Supplier in connection with the preparation and submission of the tender will be borne by the Supplier.

2. Research and investigation

The Supplier will be deemed for all purposes connected with the tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

The Supplier shall have no claim whatsoever against the Customer in respect of such matters and in particular (but without limitation) neither the Customer shall make any payments to the Supplier save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the Supplier in respect of the scope of the Contract being different from that envisaged by the Supplier or otherwise. Information given in respect of current orders is given as a guide and the Customer makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Supplier.

3. Confidentiality

All documentation and information issued by the Customer relating to the Tender shall be treated by the Supplier 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 the Customer.

The documents which constitute the Contract and all copies are and will remain the property of the Customer (whether or not the Customer 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 the Customer upon demand.

4. Supplier's warranties

In submitting a Tender the Supplier warrants and represents that:

- (a) it has complied in all respects with the Conditions of Tender;
- (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Customer by the Supplier or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
- (c) it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Customer;
- (d) it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Customer;
- (e) it is of sound financial standing and the Supplier and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Supplier which may adversely affect such financial standing in the future;

5. Variant bids

Variant bids may only be accepted if indicated within the original contract notice.

In the event that the Supplier has difficulty in complying with any specific provision or wishes to propose any amendment to the specification, it should provide all information and evidence in writing concerning such difficulty or amendment as the Customer may require. The Customer may, at its discretion, consider the difficulty or amendment, and may issue general guidance or waive or amend the relevant provision, but in any case without prejudice to all or any other provisions of the Tender, the Conditions or the Specification or any rights or powers of the Customer hereunder.

No such waiver or amendment shall be binding unless made in writing and signed by the Head of Legal and Democratic Services.

6. Freedom of information

Information in relation to this tender or resulting award may be disclosed on demand in accordance with duties imposed on the Customer by the requirements of the Freedom of Information Act 2000.

Suppliers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Suppliers must provide detailed justifications why they consider the information to be confidential or commercially sensitive and an indication of how long they expect that confidential or commercially sensitive status to subsist.

Suppliers acknowledge that neither an assertion nor the provision of justifications constitutes a guarantee that the information will not be disclosed by the Customer, pursuant to a valid request made under the Act.

7. Rejection of tender

Any Tender submitted by a Supplier in respect of which the Supplier:

- (a) fixes and adjusts prices and rates shown in its tender by or in accordance with any agreement or arrangements with any other person or by reference to any other tender or communicates to any person other than the Procurement Officer leading on this tender the amount or approximate amount of the prices and rates shown in its tender except where such disclosure is made in confidence, in order to obtain information for the preparation of the tender documents or for the purposes of financing or insurance; or
- (b) 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 tenderers in its tender; or
- (c) 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 Supplier or any other person's proposed Tender any act or omission; or
- (d) in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889-1916 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972; has directly or indirectly canvassed any member or official of the Customer concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member of official concerning any other Supplier or tender submitted by any other Supplier;

shall be rejected by the Customer provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Customer or any criminal liability which such conduct by a Supplier may attract.

8. Non-consideration of tender

The Customer may in its absolute discretion refrain from considering any Tender if:

it is not in accordance with the Form and Conditions of Tender;

the Supplier makes or attempts to make any variation or alteration to the terms of the Tender, the Conditions 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 and the Specification; or

the Supplier does not provide all the information required by the Customer.

9. Words and expressions

Words defined in the Terms and Conditions of Contract shall have the same meaning throughout the Tender document.

10. Validity of tender

All suppliers shall keep their respective bids valid and open for acceptance by the Customer for ninety (90) days from the deadline for the submission of tenders.

Section 2 – Specification

Please refer to the Tender Brief (Appendix 1).

Section 3 – Conditions of contract

Please find attached the terms and conditions that the supplier will be required to accept. This does not require to be returned with your tender response.