

## **PART ONE**

### **INFORMATION TO SUPPLIERS TENDERING**

#### **1. Overview**

- 1.1 Tenders are invited from Kettering Borough Council (the "Council") for carrying out building works to the Councils owned voids and or tenanted dwellings. This ITT should be completed by those suppliers.
- 1.2 This ITT contains further information about the procurement process. Each suppliers response should be detailed enough to allow the Council to make an informed selection of the most appropriate solution.

#### **2. Introduction and Background of the Project**

- 2.1 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the Council and the procurement process for submitting a tender proposal.

(i) Scope of the Project

There are approximately 3800 dwellings within the Councils' Housing Stock. We currently carry out major refurbishment works to approximately 85 dwellings per annum. The scope and type of works may vary within each dwelling and combine elements such as a full Kitchen Refurbishment, Bathroom Refurbishment, full and partial Electrical Re-wiring, Boiler renewals, Carpentry works such as renewing internal doors and skirting, cutting out rotten or damaged timber and splicing in new. Plumbing repair and renewal works, replacing taps, renewing / amending water and gas pipe work. Plaster patching to walls and ceilings or in some cases full re-plastering of the room / house. Renewing Flooring Finishes, applying latex levelling compound and laying vinyl floor tiles. Renewing ceramic tiles to walls and decorating works. All works are to be undertaken in vacant council owned dwellings. The scope of works will be specified by our own Surveyor who will monitor the Contractor's performance, quality and competency of tradesperson(s).

(ii) Value of the Contract

The anticipated value of works for this particular project is estimated to be approximately between £2 to £2.5 million pounds, over a period of 4 years (inclusive of the option by the Council to extend).

The anticipated amount of works for each successful supplier is dependent on availability and capacity to deliver, in accordance with the tier system set out in the ITT.

(iii) Contract Term

Under the JCT Framework Agreement, the Council proposes to enter into a Measured Term Contract with each of the successful suppliers for the period of 2 years with the option (for the Council) to extend the arrangements up to a further 2 years. How the extension period will be split up is to be determined by the Council during year 2 and during any subsequent extension period.

The anticipated commencement date for the works is 1<sup>st</sup> April 2016.

- 2.2 The Council's/ Employer's Requirements are set out in Part Two.

### **3. Tender Conditions and Contractual Requirements**

Part One of the ITT sets out the Council's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("Procurement Process").

#### **3.1 Contracting requirements**

- 3.1.1 The appointed suppliers will be expected to deliver the works as set out in this ITT documentation.
- 3.1.2 The Council's contracting and commercial approach in respect of the required works is set out in Part Three (terms and conditions of contract) (the "**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
- 3.1.3 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the Council may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.
- 3.1.4 The Council is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that received from a potential supplier as part of its tender response shall entitle the Council to reject that tender response and to disqualify that potential supplier from this Procurement Process.

#### **3.2 General Policy Requirements**

- 3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Council policies relevant to the works.

#### **3.3 General tender conditions ("Tender Conditions")**

- 3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and any documents the ITT makes reference to. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.
- 3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Council carrying out all necessary actions to verify the information that you have provided.
- 3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such.
- 3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Councils' Officer via email (bazkalsi@kettering.gov.uk) promptly of any perceived ambiguity,

inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

- 3.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the Council may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the Council, be extended. Your tender response must comply with any amendment made by the Council in accordance with this paragraph 3.3.5 or it may be rejected.
- 3.3.6 Compliance of tender response submission – Any works offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the Council's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the Council as part of this Procurement Process.
- 3.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the Council completed in all areas and in the format as detailed by the Council in Part Four (Suppliers Response). Any documents requested by the Council must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.
- 3.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the Council. Any modification should be clear and submitted as a complete new tender response in accordance with Part Four (Suppliers Response) and these Tender Conditions.
- 3.3.9 Rejection of tender responses or other documents – A tender response or any other document requested by the Council may be rejected which:
- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
  - contains hand written amendments which have not been initialled by the authorised signatory;
  - does not reflect and confirm full and unconditional compliance with all of the documents issued by the Council forming part of the ITT;
  - contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Council in any way;
  - is not submitted in a manner consistent with the provisions set out in this ITT; or
  - is received after the Tender Response Deadline.
- 3.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Council to reject a tender response apply and/or if you or your appointed advisers attempt:
- to inappropriately influence this Procurement Process;
  - to fix or set the price;
  - to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
  - to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
  - to collude in any other way;
  - to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or

to obtain information from any of the employees, agents or advisors of the Council concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response, the Council shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. By participating in this Procurement Process you accept that the Council shall have no liability to a disqualified potential supplier in these circumstances.

- 3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. You accept by your participation in this procurement, including without limitation the submission of a tender response that you will not be entitled to claim from the Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.
- 3.3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Council reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. The Council will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

#### **4. Confidentiality and Information Governance**

- 4.1 All information supplied to you by the Council, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.
- 4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Council has given express written consent to the relevant communication.
- 4.3 This ITT and its accompanying documents shall remain the property of the Council and must be returned on demand.
- 4.4 The Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Council. The Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Council in accordance with such rights reserved by it under this paragraph.
- 4.5 The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Council (together the "**Disclosure Obligations**").

- 4.6 You should be aware of the Council's obligations and responsibilities under the Disclosure Obligations to disclose information held by the Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Council under the Disclosure Obligations, unless the Council decides that one of the statutory exemptions under the FOIA or the EIR applies.
- 4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part Four (Suppliers Response), you must provide clear and specific detail as to:
- the precise elements which are considered confidential and/or commercially sensitive;
  - why you consider an exemption under the FOIA or EIR would apply; and
  - the estimated length of time during which the exemption will apply.
- 4.8 The use of blanket protective markings of whole documents such as "commercial in confidence" will not be sufficient. By participating in this Procurement Process you agree that the Council should not and will not be bound by any such markings.
- 4.9 In addition, marking any material as "confidential" or "commercially sensitive" or equivalent should not be taken to mean that the Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the Council on the basis that it may be disclosed under the Disclosure Obligations if the Council considers that it is required to do so and/or may be used by the Council in accordance with the provisions provision of this ITT.
- 4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Council 's instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the Council's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## **5. Tender Validity**

- 5.1 Your tender response must remain open for acceptance by the Council for a period of one hundred and twenty days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Council.

## **6. Payment and Invoicing**

- 6.1 The Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Council must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors.

## **7. Timescales**

- 7.1 This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all tenderers are treated equally.

- 7.2 Subject to any changes notified to potential suppliers by the Council in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

<b>Activity</b>	<b>Date / time</b>
Publish on Contracts Finder	<b>12<sup>th</sup> February 2016</b>
Tender documents available on request by email	<b>15<sup>th</sup> February 2016</b>
Deadline for clarification questions ( <b>Clarification Deadline</b> )	<b>12 noon 26<sup>th</sup> February 2016</b>
Council to respond to clarification questions	<b>By 2<sup>nd</sup> March 2016</b>
Deadline for submission of ITT responses by potential suppliers ( <b>Tender Response Deadline</b> )	<b>12 noon on 9<sup>th</sup> March 2016</b>
Award Decision (outcome of evaluation) for multiple suppliers	<b>25<sup>th</sup> March 2016 (anticipated)</b>
Contract start date (anticipated)	<b>1<sup>st</sup> April 2016</b>

- 7.3 The Council reserves the right to amend this timetable.

## **8. Instructions for Responding**

- 8.1 The documents that must be submitted to form your tender response are listed at Part Four (Suppliers Response) to this ITT. All documents required as part of your tender response must be received by the Council (as detailed on the cover of this ITT) by the Tender Response Deadline, as set out in the Timescales section of this ITT.

- 8.2 The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that we receive your submission by the Tender Response Deadline – late tender responses will be rejected by the Council.
- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Council.
- **Do not submit any additional supporting documentation with your tender response except where specifically requested to do so as part of this ITT.**
- Any deliberate alteration of a Council requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.

- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

## **9 Clarification Requests**

- 9.1 All clarification requests must be submitted to Baz Kalsi via [bazkalsi@kettering.gov.uk](mailto:bazkalsi@kettering.gov.uk) by the Clarification Deadline, as set out in the Timescales section of this ITT. The Council will not respond to clarification requests received after the Clarification Deadline.
- 9.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.
- 9.3 The Council reserves the right to issue any clarification request made by you, and the tender response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the Council responding to all potential suppliers.
- 9.4 The Council may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the Council by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

## **10 Evaluation of Tenders**

- 10.1 Throughout the evaluation process, the Council reserves the right to seek clarifications from suppliers, where this is considered necessary to achieve a complete understanding of the bids received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in any Tender then that Tender may, regardless of its other merits, be excluded from further consideration.
- 10.2 Any Contract awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Council. Tenders will be evaluated and based on 40% non-price and 60% on price submitted.
- 10.3 The successful suppliers who score highest at the Tender stage will be admitted on to the Framework.
- 10.4 The Successful suppliers will then be tiered based on their Tender score.
- 10.5 When the Council requires work to be completed, it will firstly approach the supplier at the top of the tiered list. If that Supplier is unable to fulfil the request, the Council will approach the supplier second on the list. This process will continue until the Council is able to find a supplier able to take on the work. Please therefore note if a number of suppliers are admitted on to the Framework Agreement, and as a Supplier you are low down on the tiered list – you may receive very few or no requests for work.
- 10.6 This is further broken down in Part Four (Suppliers Response).