

Invitation to Tender (ITT)

**BURNLEY
BOROUGH
COUNCIL**

**Property Refurbishment:
Albion Street and Wytham Street,
Padiham.**

Issue date 2nd September 2022

TENDER RESPONSE DEADLINE:
15:00 GMT on 21st September 2022

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1. INFORMATION TO BIDDERS

- 1.1. Burnley Borough Council (the Contracting Authority) are inviting Tenders from organisations (Bidders) that have the resources, capabilities and capacity to undertake refurbishment works on houses in two adjacent terraced streets, Albion and Wytham Streets in Padiham, Burnley. Repairs include patch pointing, chemical cleaning of front elevations, replacement gutters (where necessary) and painting including stone corbels, doors and door surrounds and replacement of front garden walls. All works must comply with the relevant standards and practices as set out in the Tender Documentation and contract.
- 1.2. Further detailed information is provided in **i) The 'Pre Construction Information'** document (see appendix 1) and includes information and requirements relating to client and management considerations, environmental restrictions, risk assessments, design and construction hazards, health & safety requirements, plans, method statements; and **ii) 'Schedules'** of works for addresses in both streets (see Appendix 4 & 5)
- 1.3. This project is in compliance with Construction (Design & Management Regulations) 2015. Glovers Project Services Limited have been appointed by the Council as the principal designers for the project.
- 1.4. It is anticipated this will be approximately an 8 week contract running through October and November 2022. However the successful Bidder will be required to demonstrate and apply flexibility as this work is weather dependent and actual dates will be agreed between the Council and the Bidder.
- 1.5. The successful Bidder will be required to enter into a JCT Minor Works contract 2011 with the Council.
- 1.6. This Invitation to Tender (ITT) document and its appendices set out the scope and nature of the required works, the procurement arrangements and conditions.
- 1.7. Tenders submitted will be evaluated against the following criteria to establish the most economically advantageous tender:

| Tender Quality | Tender Sum |
|-------------------------------|-------------------------------|
| 40% | 60% |
| of the marks available | of the marks available |

- 1.8. This ITT comprises of the Instructions for Tendering (this document) and:
 - 1.8.1. **Pre Construction Information (Appendix 1)** for information
 - 1.8.2. **Form of Tender (Appendix 2)** to be completed, signed & returned prior to the deadline
 - 1.8.3. **Preliminaries (Appendix 3)** to be completed, signed & returned prior to the deadline
 - 1.8.4. **Albion Street Schedules (Appendix 4)** for information
 - 1.8.5. **Wytham Street Scheduled (Appendix 5)** for information

1.8.6. Non-Collusion Certificate (Appendix 6) to be completed, signed & returned prior to the deadline

- 1.9. In the event of any conflict arising between any of the provisions of the ITT documents and appendices issued by the Council and those submitted by the Bidder, the Council's Tender Documentation shall be the definitive version.

2. INSTRUCTIONS FOR BIDDERS

- 2.1. This is an Open Tender and will be advertised on the Contracts Finder portal <https://www.contractsfinder.service.gov.uk>
- 2.2. Responses to any points of clarification received will be made publicly available to all Bidders on the Council web site Current Opportunities - burnley.gov.uk
- 2.3. Bidding Organisations must ensure that the instructions in this document are followed and all required documents are returned in hard copy format to the Town Hall prior to the deadline (see section 3 below).
- 2.4. Bidders are advised to consider this ITT and all associated information in detail in order to satisfy themselves as to the scope of all the Council's requirements and shall obtain for themselves, at their own expense, all information necessary for the preparation and submission of their Tender submission.
- 2.5. The Tender Document and all other associated information and documents must be treated as private and confidential. Bidders must not disclose the fact that they are submitting a tender or have been invited to Tender or release details of any Tender documents other than on an 'in confidence' basis to those who have a legitimate need to know or with whom the Bidders need to consult for the purpose of preparing the Tender. The Tender documents shall remain the property and copyright of the Council.
- 2.6. The Council shall not be held liable for any costs, expenses and charges relating to or arising from the preparation of the Tender submission including and without limitation, the preparation of the documentation and attendance at any meetings.
- 2.7. The Tender must be submitted strictly in accordance with the instructions in this Tender Document. The Tender must not be conditional or be accompanied by statements that could be construed as rendering it equivocal and or placed on a different footing from any other Bidder.
- 2.8. There will not be any negotiations of any of the substantive terms of the Tender Documents. Only clarification requests relating to the Tender Documents or tender process will be answered.
- 2.9. The Council reserves the right to issue the response to any clarification request made by you to all Bidders unless you expressly require it to be kept confidential at the time the request is made.

- 2.10. 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 request without receiving a response to the clarification request. The Council will, where reasonably practicable to do so, attempt to reply to clarification requests within 3 working days. Clarification requests should be made to jkillion@burnley.gov.uk
- 2.11. Information contained in the Tender Documents and in any related written or electronic 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. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
- 2.12. Tenders shall be submitted on the basis that the Tender Sum offered therein shall remain valid for 3 months from the Tender submission deadline date. The Council does not bind itself to accept the lowest, or any tender and shall not incur any liability in respect of any Tender submitted.
- 2.13. The Council may, and hereby reserves the right to, alter the contents but not the intention of the Tender Documents prior to the closing date (deadline) for tender submissions. Any amendments will be published on the following webpage [Current Opportunities - burnley.gov.uk](http://burnley.gov.uk)
- 2.14. No person other than the Authorised Officer shall have the authority to vary any part of the tender documents who shall only do so only in writing to all Bidders at the above webpage.
- 2.15. The Council reserves the right to require a Parent Company Guarantee, Performance Bond or other form of assurance in relation to this contract.
- 2.16. Bidders are deemed to have fully satisfied themselves before submitting their Tender as to the accuracy and sufficiency of their submission. The Form of Tender and the costs therein which in the event of the tender being accepted, shall (except insofar as it is otherwise provided) cover all the obligations under the contract including without limitation, all fees, commission, labour; equipment, materials, transport, insurance, administration, operating costs, telephony and other overhead charges, profit, other costs, expenses, disbursements, all general risks, taxation duties, maintenance, liabilities, obligations and liabilities set out or implied as necessary to comply with the contract.
- 2.17. No claim against the Council shall be allowed whether in contract or tort or under the Misrepresentation Act 1967 or otherwise on the grounds of any inconsistencies.
- 2.18. The Council may attend any of the Bidders premises or sites to inspect the premises and procedures in place for the delivery of works. Such Bidders will be notified in due course of the location, date and time of any visit.
- 2.19. Tenders are submitted on the condition that the Authorised Officer (J Killion) may, after opening the Tender, discuss verbally or in writing with the Bidder the details of the documents submitted prior to formal acceptance of a Tender by way of clarification (please note that such a clarification enquiry does not in any way invite negotiation), without in any way committing the

Council to accept such Tender. Bidders may be required to attend a clarification meeting as part of the Council's tender evaluation and clarification process. This will be confirmed with each Bidder if appropriate and in advance.

- 2.20. Any unauthorised amendment, qualification or deletion of, or addition to, the Tender Documents, by the Bidder, issued by the Council may invalidate the Tender submission.
- 2.21. The Tenders must be made on the Form of Tender and Preliminaries in the Appendices to this document and all aspects must be completed in full. The Tender submission must be completed in English and in black script, 12 font.
- 2.22. Only those prices submitted in the Tender Sum will be used for pricing evaluation purposes.
- 2.23. Prices and rates must be quoted in pounds sterling to two decimal places (exclusive of Value Added Tax).
- 2.24. All relevant documents must be signed by the Bidder and submitted in the manner and by the date and time stated in Section 3, together with any/ all supporting documents requested.
- 2.25. All documents requiring a signature must be signed as appropriate.
- 2.26. The Tender shall be submitted on the basis that acceptance of a Tender by the Council shall be binding for all purposes but subject to termination or rescission of the Contract at the Council's option in the event of (i) any material non-disclosure by the Bidder and or (ii) failure to reach agreement with the successful Bidder on all of the details of the documentation/ contract which is required to be agreed within the period specified in the Tender Document or if none is stated within a reasonable period.
- 2.27. Any questions concerning any aspect of the Tender Documents or the tender process should be conveyed to the the Council as described in section 2.10.
- 2.28. You must inform the Council in writing immediately if there is any change in control, composition or membership of your organisation (or consortium members) or where any other material factor has altered subsequent to your expression of interest in this Tender.
- 2.29. The Council reserves the right to disqualify you from this tender process as a result of any such change.
- 2.30. You must state in your completed Tender if you will be using any Third Party Contractors to deliver the in scope works and ensure that all relevant terms and conditions are applied within any relevant Sub-Contract. You will be fully responsible as the Prime Contractor for compliance under the contract by all Third Party Sub-Contractors.

3. INSTRUCTIONS FOR THE SUBMISSION OF TENDERS

- 3.1. Please complete all required parts of the Tender and provide all necessary information requested, submitting a hard copy of your completed submission prior to:

15.00 hours GMT on 21st September 2022 (the 'Deadline')

- 3.2. It is the Bidders responsibility to ensure submission prior to the deadline.

- 3.3. The Council accepts no responsibility for any Tender responses received in any way other than that specified in sections 3.1 to 3.2 and reserves the right to reject any Tender not received as set out therein.
- 3.4. Any attempt by you or your appointed advisers to inappropriately influence the contract award process in any way will result in your Tender being disqualified. Any direct or indirect canvassing by you or your appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of the Council concerning another Bidder or tendering organisation may result in disqualification at the discretion of the Council.

4. FREEDOM OF INFORMATION ACT 2000:

IMPORTANT NOTICE TO ALL TENDERERS

- 4.1. The Council is a public authority within the meaning of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the 'FOI Legislation') and therefore any requests for information held by the Council or another person on the Council's behalf (for example a contractor) must be dealt with in accordance with the FOI Legislation.
- 4.2. As part of its duties and responsibilities under the FOI Legislation the Council may be required to disclose information relating to any Tender or contract with any supplier or contractor, to any person making a request. It may also publish some of that information in its Publication Scheme under the FOI Legislation.
- 4.3. If any information provided to the Council contains trade secrets or is considered by the Bidder genuinely to be commercially sensitive, this should be stated explicitly. In such cases any request for disclosure of the relevant material will be examined in the light of the exemptions contained in the FOI Legislation and public interest test and genuinely confidential information, that is explicitly stated to be so that is exempt from disclosure, will not be disclosed.
- 4.4. The Bidder will be consulted before disclosure of any information expressly stated by the Bidder to be confidential is made, unless the Council has made it clear in advance that this type of information would be disclosed.
- 4.5. The Council will not accept information on terms that purport to prevent any possible future disclosure of information in compliance with the law. For instance the Council cannot accept restriction of disclosure where the information supplied is not genuinely commercially sensitive or confidential in nature.
- 4.6. The Council reserves the right to disclose details of the contract or contract process (for example, name of the successful Bidder and overall contract sum/ price).
- 4.7. If any information provided to the Council contains purported trade secrets or is considered by the Bidder to be genuinely commercially sensitive or genuinely confidential in nature, the Bidder shall inform the Council in writing specifying the information considered to be so with explicit reasons why the Bidder believes the information to be so which reflect the terms of the FOI Legislation. The Bidder will be consulted before any disclosure of the information specified

unless the Council has made it clear that this type of information would be disclosed elsewhere during or subsequent to this Tender, whether orally or in writing.

- 4.8. The Council will not be liable for any loss or damages that Bidders may suffer from the Council's disclosure of information in accordance with FOI Legislation.

5. TENDER EVALUATION

- 5.1. The Council is required at all times to pro-actively demonstrate it is providing a value for money in all of its contracts. The scoring for this Tender will be based upon the quality and price weighting as set out below.

Example of a Similar Project (Quality) 40% : Tender Sum (price) 60%

- 5.2. The Council reserves the right not to offer the contract to the lowest priced Bidder. The Bidder who scores the highest overall score showing value for money, upon the principles of the most economically advantageous tender in the Council's sole opinion shall succeed. The Council also reserves its right to withdraw from this process at any time without giving rise to any liability as to costs.

Example of a Similar Project (Quality)

- 5.3. Quality will be evaluated through an analysis of the Bidders example of a similar project undertaken (See section 6).
- 5.4. Quality is worth **40%** of the overall evaluation score. Scores attributed to the example provided will be decided based on the expectations of the evaluation panel, measured against the Council's objective requirements and evaluation criteria as set out in the Tender Documents and summarised in the Table below.
- 5.5. In order for your Tender submission to be considered, please ensure that you provide all relevant information so that the evaluation panel can properly evaluate your Tender.
- 5.6. The methodology in the Table below will be applied to the evaluation of your example of a similar project.

Table – Scoring Methodology

| SCORE | Description |
|-----------|--|
| 10 | Outstanding - response exceeds requirements, is fully evidenced, adds value and benefits and demonstrates practical innovation and tangible creativity to business solutions, with full confidence in capability to deliver |
| 9 | Excellent - response meets all requirements while providing fully evidenced additional value and benefits and a high level of confidence. |
| 8 | Good. Response meets all requirements with a good evidence base and some added benefits together with higher level of confidence. |
| 7 | Good. Response meets all requirements with a good evidence base and some added benefits |

| | |
|----------|--|
| 6 | Satisfactory. Response is complete and meets all minimum requirements while providing appropriate evidence to support these together with a higher level of confidence. |
| 5 | Satisfactory. Response is complete and meets all minimum requirements, and provides appropriate evidence |
| 4 | Less than satisfactory. Response is complete but fails to provide adequate evidence that all minimum requirements can be satisfied |
| 3 | Less than satisfactory. Response is complete but fails to satisfy all minimum requirements or fails to provide adequate evidence that these requirements can be satisfied |
| 2 | Poor. Response is in part incomplete, non-compliant, fails to meet any minimum requirements or lacks an evidence base |
| 1 | Poor. Response is incomplete, non-compliant, fails to meet any minimum requirements, lacks and evidence base or is unlawful |
| 0 | No response or submission was made. |

5.7. The panel will evaluate responses individually and an average of the evaluation scores will be calculated and awarded for the example provided.

5.8. The average scores will then be weighted using the formula shown below:

$$\text{Weighted Tender Quality Score} = \frac{\text{Average Score Awarded by Evaluation Panel}}{\text{Max Score Available}} \times \text{Weighted Percentage}$$

Tender Sum

5.9. The Tender Sum (price) is worth **60%** of the overall score. The Council will not accept estimated costs; any and all preambles, preliminaries, expected disbursements must be clearly set out/ stipulated. Bidders are required to submit their Tender Sum for the works required by the Council by completing the Form of Tender (Appendix 2). Failure to provide this information may lead to the Tender being disqualified for incompleteness.

The Tender Sum will be evaluated using the price formula shown below:

$$\text{Weighted Tender Sum Score} = \left(\frac{\text{Lowest Tendered Sum}}{\text{Your Tender Sum}} \right) \times \text{Weighted Percentage}$$

Where the Contracting Authority considers that a Tender Sum submitted by a Bidder may be abnormally low in relation to the required works it shall require the Bidder to explain the proposed price or costs and shall assess the information provided by the Bidder. Where the evidence supplied does not satisfactorily account for the low level of price or costs proposed, the Contracting Authority may reject the Tender.

6. IDENTIFICATION OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER

- 6.1. The most economically advantageous Tender will be determined by the combination of the highest overall marks achieved, once the marks for quality (similar project example) and Tender Sum are combined, after the application of the evaluation approaches described above. The table below provides a summary of the criteria and weightings to be applied.

Table - Criteria Weighting

| Criteria | Demonstrated by | Weighting |
|---|---|------------------|
| Adequate Insurance Cover | Self-certification as to whether you already have or can commit to obtain the required Public Liability Insurance £5million. | Pass/Fail |
| An example of a previous similar project | Information required should include but is not limited to: a) Client, scope and size of project b) Contact details, timescales, location c) client and management considerations d) dealing with environmental restrictions e) mitigating risk and dealing with design and construction hazards f) health and safety assessments & and plans g) project outcomes | 40% |
| Tender Sum | Completed Form of Tender (Appendix 2) | 60% |
| Total | | 100% |