



# INVITATION TO TENDER

**St Helens Chamber – Internal refurbishment and mechanical works**

**TENDER REF NUMBER: 2018/02**

**PREPARED BY: Gillian Warburton**

**DATE: 12 March 2018**

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Date: 12 March 2018

Dear Sir or Madam,

**Subject: Ground Floor Refurbishment Digital Hub**

You are invited by St Helens Chamber ("the Chamber") to submit a tender for the above services.

**Tender Timetable**

|                                         |                             |
|-----------------------------------------|-----------------------------|
| Deadline for submission of questions    | 21 <sup>st</sup> March 2018 |
| Questions answered by St Helens Chamber | 26 <sup>th</sup> March 2018 |
| Site Visit                              | 15 <sup>th</sup> March 2018 |
| Return of Tender submission             | 3 <sup>rd</sup> April 2018  |

**It is the Chamber's intention to award the contract by 16<sup>th</sup> April 2018**

You are required to return **one original hardcopy proposal, one electronic version (on disc or memory stick)** clearly marked as such. Tenders must be returned using the enclosed return label and in accordance with the 'Instructions to Tenderers' (in particular point 6), to:

**Gillian Warburton**  
**Facilities Manager**  
St Helens Chamber Ltd.  
Salisbury Street,  
Off Chalon Way  
St Helens  
WA10 1FY

This procurement process will be managed by Gillian Warburton, where any queries should be directed in the first instance: email [purchasing@sthelenschamber.com](mailto:purchasing@sthelenschamber.com)

Yours faithfully  
Gillian Warburton  
Facilities Manager

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|                                     |
|-------------------------------------|
| <b>1. INSTRUCTIONS TO TENDERERS</b> |
|-------------------------------------|

1. Tenders must be submitted in accordance with these instructions and any further instructions contained in other documentation issued by the Chamber.
2. Alterations: The Tenderer may not alter this document. Any proposed alteration is to be given in a separate letter accompanying the tender.
3. Non-compliant or incomplete tenders: Tenders will not be considered if any of the requested information is not supplied with the Tender.
4. Tenderers must submit a compliant bid based on the structure as outlined in this document. However, if Tenderers wish to submit a variant proposal, they must do so separately and this must be in addition to a compliant bid and annotated accordingly.
5. The address label enclosed (see section 4) must be used for the return of the tender. Envelopes/packages must be plain and must not show any reference to the Tenderer's identity. Please place the Tender Number label on the front of the return envelope. Tenderers should note that this also applies to any tenders sent via courier. Tenders without the label or in envelopes which in any way identify the Tenderer may be rejected.
6. Tenders must be returned to St Helens Chamber, Salisbury Street, off Chalon Way, St Helens WA10 1FY, no later than **17:00** as per date stated at the front of this Invitation to Tender document. Tenders must be delivered either by post or by hand to the reception desk, ensuring that a member of staff notes the time and date of receipt, as tenders delivered otherwise may not arrive on time.
7. Tenders will be received up to the time and date stated. It is the Tenderers' responsibility to ensure that their tender is received on time. The Chamber does not undertake to consider tenders received after that time unless clear evidence of posting via the Post Office is available (i.e. a clear black postmark and/or certificate of posting). **Late tenders franked with the Tenderers' own franking machine will automatically be rejected, as will late tenders dispatched by methods other than via the Post Office.**
8. Facsimile, e-mail, and telephone: **Tenders will not be considered if sent by these methods.**
9. The tender should be completed legibly in black ink, black ballpoint or clearly typed.
10. The Chamber does not bind itself to accept the lowest tender or any tender at all and reserves the right to accept the whole or part or parts of any tender. The Chamber shall not be responsible for any costs incurred by the Contractor in preparing the tender.
11. Prices shown must be exclusive of VAT.
12. Confidentiality of tenders: The Tenderer must not inform anyone else of their tendered price. The only exception is if the Tenderer is required to obtain an insurance quotation to calculate

the tender price then the Tenderer may give details of their bid to the insurance company or brokers, if requested.

13. The Tenderer must not try to obtain any information about any other party's tender or proposed tender before the contract is awarded.
14. Trading names/invoicing: Where invoices will be rendered by, or payments made to, an entity whose title differs in any respect from the title in which the tender is submitted, full details must be provided in a letter accompanying the tender. Successful Tenderers who fail to provide this may experience delays in payment or non payment of their invoices.
15. Except where the Chamber considers that questions are not material to the procurement process and the fullest understanding of its objectives, such questions and their subsequent replies will be disseminated to all Tenderers. Tenderers should note in relation to all responses to questions in connection with this Invitation to Tender that the Chamber makes no guarantee that such information in response to questions will be made available and is not warranting its accuracy.
16. Tenderers should note that during this entire tender process they must not contact any of the Chamber's respective Board Members, Executive Directors, employees or advisers or any third parties connected to the Chamber or any advisers to this procurement, with regards to the tender, outside of the process outlined within this section and elsewhere within this document.
17. The Chamber reserves the right, at its discretion, to request clarification in writing, or further relevant information, from any Tenderer post submission of the tender response by such Tenderer.
18. Eligibility: Any change that is considered material by the Chamber as to the identity or control of a Tenderer, or in the eligibility of a Tenderer, happening before or after the Tenderer has submitted its response to the Invitation to Tender, will lead to its disqualification. Where the Tenderer is a consortium, the lead consortium member must remain the same as when originally shortlisted. The full consortium membership must be disclosed and set at the time of submission of the Invitation to Tender response and there must be no material changes in the consortium after the tender submission. The Chamber must be advised of any change in the consortium membership or in the principal relationships between members of the consortium.

**19. Freedom of Information Legislation**

1. The Chamber may be obliged to disclose information provided by Tenderers in response to this Invitation to Tender under the Freedom of Information Act 2000, all subordinate legislation made under this and the Environmental Information Regulations 2004 ("the Freedom of Information Legislation").
  2. Tenderers should be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. The Chamber will proceed on the basis of disclosure unless an appropriate exemption applies. Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if the public interest in its disclosure outweighs the public interest in maintaining the exemption. No response to this Tender should be covered by a general statement regarding its overall confidentiality; instead any specific areas of confidential information should be highlighted in accordance with paragraph 3 below. The Chamber accepts no liability (including for negligence) for loss as a result of any information disclosed in response to a request under the Freedom of Information legislation.
  3. Tenderers must highlight information in their responses which they consider to be commercially sensitive or confidential in nature, and must state the precise reasons why they consider this.
  4. The Chamber will use reasonable endeavours to consult with Tenderers over the release of information which is highlighted by them as commercially sensitive or confidential.
20. If the Tenderer is in any doubt as to the interpretation of any part of the tender documents, you are invited to contact Gillian Warburton, St Helens Chamber Ltd, Salisbury Street, off Chalon Way, St Helens WA10 1FY or email [purchasing@sthelenschamber.com](mailto:purchasing@sthelenschamber.com) to have the matter rectified and or clarified.
21. Please submit your enquiry in writing (letter or email) by 21<sup>st</sup> March 2018. The Chamber will answer your enquiries by 26<sup>th</sup> March 2018. Please note that queries and responses will be sent to all Tenderers.

## 2. INVITATION TO TENDER

### 2.1 Background

#### The Chamber

St Helens Chamber is one of the most successful organisations of its kind in the UK. This statement is evidenced in a number of ways, not least the award of “Chamber of the Year” in 2007, 2010 and 2016 at the British Chambers of Commerce Annual Awards, and the recent Queens Award for Enterprise 2017.

Currently the Chamber has an annual turnover of £6m and a staff of 110. Our core mission is “To support our Members and the community to enhance the economic success of St Helens businesses and people”.

Our business delivers four main functions:

**Business** – we aim to boost business performance by delivering a range of business support which includes grants, intelligence, networking, winning new business and exporting.

**Enterprise** – we aim to inspire the entrepreneurs of tomorrow by bringing businesses and schools closer together and we deliver an effective business start-up programme for anyone wishing to set up a new business.

**Employment** – We offer help and support to unemployed people to get back into work, and offer help to employers too.

**Training** – we help to develop the workforce to its full potential by providing bespoke training solutions meeting employers’ needs, many of which are free of charge or subsidised.

We are seen as a key partner to the public sector and participate fully with St Helens Council, Police, Health Authorities and the voluntary sector in delivering services which improve St Helens as a place to live and work.

## 2.2 Specification and Scope

St Helens Chamber requires Contractors to undertake internal refurbishment and mechanical works at the following address:

Starting Point  
4 – 6 Hardshaw Street  
St Helens  
WA10 1RE

Please note, that this tender has been split into 2 lots: Lot A – internal refurbishment and Lot B – mechanical Refurbishment. Note, that tenderers may apply for lot A, lot B, or both lots.

The Chamber has appointed a Principal Designer and a Principal Contractor. The successful contractor will be expected to work with them.

Our chosen provider must be able to provide all services listed.

1. The Digital Hub is located in a Pedestrian Area so vehicle access is limited. Arrangements will need to be made with St Helens Council and parking permits paid for.
2. Where and to the extent that materials, products and workmanship are not fully specified they are to be:  
Suitable for the purposes of the works stated therein or reasonably to be inferred from the contract documents and in accordance with good buildings practice including the relevant provisions of current British Standards (BS) and Codes of Practice (CP) but any reference herein to British Standard (BS) or British Codes of Practice (CP) shall be deemed to also refer to Euro standards or other similar national standards of other European Community member states provided that they meet their British equivalents

## 2.3 Evaluation Criteria

All Tenders will be evaluated on the basis of the “most economically advantageous tender”.

The Chamber is not bound to accept the lowest priced (or indeed any) Tender, and reserves the right to accept all or any part of a Tender.

*The Chamber reserves the right to take into account any other relevant considerations that, in its absolute discretion, it may deem are appropriate.*

## 3 TENDER RESPONSE

### 3.1 Structure of Proposal

The proposal must be structured as follows:

1. Introduction/covering letter
2. General Tenderer Details, response to Section 3.2
3. Response to Section 3.3
4. Completed Form of Tender, Section 3.4
5. Pricing, Section 3.5

- Tenderers must ensure that their Tender response is submitted in the format described in this document.
- All tenders must be complete and offer the most economically advantageous bid available to the Chamber.

### 3.2 General Tenderer Details

|                                                                                                                                                                                                                                                               |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. Has your organisation made any application for third party funding – including State Aid assistance – in relation to the services you are intending to provide?                                                                                            | Yes/No |
| 2. Please provide details if during the last 3 years, there have been any contracts where there has been a failure to complete the contract on time or at all, or where there have been claims for damages, or where damages have been deducted or recovered. |        |
| 3. Are there any court actions and/ or significant employment tribunal hearings outstanding against your organisation? If yes, please provide details                                                                                                         | Yes/No |
| 4. Has your organisation been involved in any court action and/ or significant employment tribunal over the last 3 years? If yes, please provide details                                                                                                      | Yes/No |

### CONFLICT OF INTEREST

Where a conflict of interest exists or may arise, then it shall be the responsibility of the Tenderer to inform the Chamber, detailing the conflict in writing as an attachment to this tender. The Chamber will be the final arbiter in cases of potential conflicts of interest. Failure to notify the Chamber of any potential conflict of interest will invalidate any verbal or written agreement.

### 3.3 Response to Tender

The tenderer must respond in line with the work schedules attached. The documents include the following:

- Schedule NR1 Preliminaries and general conditions
- Schedule NR2 Specification (building/mechanical/electrical)
- Appendix A Drawings included in the tender documents
- Appendix B Site Location Plan
- Appendix C Preconstruction Information
- Appendix D Asbestos Survey Report

The Chamber will be organising site visits for the Thursday 15<sup>th</sup> March, if you would like to organise a visit please email [purchasing@sthelenschamber.com](mailto:purchasing@sthelenschamber.com) and you will be notified of a time.

### 3.4 Form of Tender

#### SHC – 2018/02

|    |                                                                                                                                                                                                                                                                                                                                                                                 |         |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1. | I/We agree and/or certify that this offer and any Framework Agreement or Contract arising from it shall be bound by the Invitation to Tender Documentation                                                                                                                                                                                                                      | Yes/No* |
| 2. | I/We agree and/or certify to supply services of the exact quality, sort and price specified in the Pricing Schedule(s) in such quantities, to such extent, and at such times and locations as the St Helens Chamber (the "Chamber") may direct;                                                                                                                                 | Yes/No* |
| 3. | I/We agree and/or certify that this offer is made in good faith and that we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement or arrangement with any other person;                                                                                                                                                            | Yes/No* |
| 4. | I/We agree and/or certify that we will not communicate to any person other than the person inviting these offers the (or approximate amount of) offer, except where the disclosure, in confidence of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the offer, for insurance purposes or for a contract guarantee bond; | Yes/No* |
| 5. | I/We agree and/or certify that we will not enter in to any arrangement or agreement with any other person that he/she shall refrain from making an offer or as to the amount of any offer to be submitted;                                                                                                                                                                      | Yes/No* |
| 6. | I/We agree and/or certify that we will not pay give or offer or agree to pay or to give any sum of money or other valuable considerable directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the services any act or thing of the sort described in 3, 4, or 5 above.            | Yes/No* |
| 7. | I/We acknowledge that if I/we have acted or shall act in contravention of this Form of Tender, the Chamber will be entitled to cancel the contract and to recover from ourselves the amount of any loss and expense resulting from such a cancellation.                                                                                                                         | Yes/No* |
| 8. | I/We agree that this tender and any contract which may result from it shall be based on this Form of Tender, Terms and Conditions, Specification / Brief and Pricing Schedule attached, and our response to this invitation to tender (to the extent to which the Chamber may determine in accepting the tender).                                                               | Yes/No* |
| 9. | I/We agree that any other terms and conditions of contract or any general reservations, which may be printed on any correspondence, issued by us shall not be applicable to any contract resulting from this tender.                                                                                                                                                            | Yes/No* |

*\* Please delete one*

Note

*In this Form of Tender, the word 'person' includes any person and any body or association, corporate or unincorporated; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not.*

**TENDERERS MUST RESPOND TO ALL QUESTIONS IN THIS FORM OF TENDER, OTHERWISE THE TENDER RESPONSE WILL BE CONSIDERED INVALID.**

Signed \_\_\_\_\_

Full Name (print) \_\_\_\_\_

On Behalf of \_\_\_\_\_

Position in Company \_\_\_\_\_

Date \_\_\_\_\_

### 3.5 Pricing

1. All prices quoted shall be based on the current market conditions and will be expected to be upheld for the duration of the project should the tenderer be successful and asked to complete any of the above work.
2. All prices quoted shall be deemed to comply with all Tenderer obligations under this Contract, whether expressly stated or reasonably implied.
3. All costs to St Helens Chamber must be stated.
4. All prices quoted shall be exclusive of Value Added Tax (VAT)

|                                      |
|--------------------------------------|
| <b>4. TEMPLATE FOR RETURN LABELS</b> |
|--------------------------------------|

Gillian Warburton  
Facilities Manager  
St Helens Chamber Ltd.  
Salisbury Street  
Off Chalon Way  
St Helens  
WA10 1FY

TENDER REF: 2018/02  
CLOSING DATE AND TIME:  
3<sup>rd</sup> April 2018 17:00