**LONDON NORTH WEST UNIVERSITY HEALTHCARE NHS TRUST**

**INVITATION TO TENDER**

**TENDER FOR THE PROVISION**

**OF**

**DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF DESIGN AND INSTALLATION OF L-BLOCK LV SWITCHGEAR REPLACEMENT**

**Tender Reference: C104908**

**Tender Close Date** **5pm on 2nd Nov. 2022**

**DOCUMENT No 1**

**INVITATION TO TENDER**

**Procurement Department**

Northwick Park Hospital

Middlesex

HA1 3UJ

d.hesabi@nhs.net

www.LNWUH.nhs.uk

18th Oct. 2022

Dear Sir/Madam

Tender for the Provision of Design, Supply, Delivery, Installation And Commissioning Of L-BLOCK LV SWITCHGEAR REPLACEMENT

PROJECT ADDRESS: Northwick Park Hospital NHS Trust, Watford Road, Harrow, HA1 3UJ

Ref: C104908

Following our initial recommendation for your company, you are invited to submit your most competitive Tender to cover the fullest extent of the works covered herein.

Your Tender is required on the strict basis of a firm fixed price for the full duration of the Project and subsequent warranty and inclusive maintenance period.

The Project will be managed throughout by Lakes Join Grandly Ltd with progress meetings at regular intervals.

It is stressed that the Tender period cannot be extended and Tenderers will be required to compete on both cost and programme.

Should you wish to Tender for the project, kindly acknowledge receipt and confirm your intention.

We are grateful to you for considering the Project and we look forward to working with you to ensure the satisfaction of our client.

Details of the Tender submission process is given within the part of the documentation headed “Submission Process”.

The plant survey, compilation of this documentation and the invitation to Tender has been made by the undersigned who should be contacted with any queries or concerns. To ensure further parity for Tenderers, discussions and or advice cannot be offered during a period of 5 working days prior to the Tender due date.

Yours sincerely,

Donna Hesabi

Strategic Procurement Manager

London North West university Healthcare NHS Trust

London North West University Healthcare NHS Trust (the “Trust”) does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part, each item being for this purpose treated as offered separately.

This Invitation to Tender comprises the following documents (if any of these documents are missing, please contact the undersigned immediately):

Document No 1 This covering letter & ITT

Document No 2 DB 2016 Design and Build Contract (DB) 2016

Document No 3 Service Specification 1

Document No 4 Service Specification 2

Document No 5 Form of Tender

Document No 6 Method Statement Response Template

Document No 7 List of Community for Social Value Contribution

Document No 8 Social Value Guide

I would like to draw your attention to the following important points when completing and submitting your Offer:

1. All offers must be written in English and, where applicable, in ink.

2. All offers must be submitted in accordance with the template documentation provided herein. This must not be amended in any way.

3. All offers are to be submitted via the e-tendering portal <https://health-family.force.com/s/Welcome>

Failure to comply with these instructions may result in your Offer being rejected.

The closing date for submission of your bid is **5pm on 2nd Nov. 2022.** Please note the deadline for clarification questions is close of business on **28th Oct. 2022**

If you have any questions regarding the information contained herein, please contact me.

Yours faithfully

Donna Hesabi

Strategic Procurement Manager

LONDON NORTH WEST UNIVERSITY HEALTHCARE NHS TRUST

1. **DESCRIPTION OF THE WORK**
   * 1. You are invited on behalf of London North West University Healthcare NHS Foundation Trust to submit a competitive Fixed Priced Tender for Design, Supply, Delivery, Installation And Commissioning Of BB-BLOCK LV SWITCHGEAR REPLACEMENT, located within Northwick Park Hospital, as detailed within this specification.
     2. This part of the Specification relates to the existing BB-Block site electrical Infrastructure and essential upgrades / replacement required on major switch gear at Northwick Park Hospital, London.
     3. This part is to be read in conjunction with all other parts of the specification. Where detailed requirements given in this part are at variance with the general requirements of this specification, the method described in this part shall apply, but the Contractor shall bring this to the attention of the Contract Administrator.
     4. The drawings indicate diagrammatically the requirements of the installations so far as location of various plant and items of equipment are concerned.
     5. The Contractor shall carry out the surveys, procurement, programming, working drawings, supply, delivery to site, positioning, installation, fixing and making all connections to all materials necessary, protection, setting to work, cleaning and the testing and commissioning of the completed electrical installation and associated works for its satisfactory operation, all in accordance with the requirements of this Specification and the accompanying drawings.
     6. All works shall be undertaken on essential electrical services under strict Permit to Work processes in accordance with the HTM Safe Systems of Work so must include all PPE and system protection necessary to complete the required system upgrades.
     7. The works to be undertaken generally include, but may not be restricted to, the following:
2. Survey the site and the existing switch panels to understand the practicalities of achieving the task.
3. Produce working drawings showing how the new switchgear will be configured, safely installed and connected in to the main switch panel and on to the bars / cables of the agreed spare device.
4. Procure the new switchgear comprising ACB incomer and MCCB outgoing devices to accommodate all existing loads and build in the required spare devices for future demand predicted by the Trust.
5. Programme in all the works necessary to achieve the system installation
6. Ensure the area identified for the new switch gear arrangement is clear of any equipment and materials.
7. Supply and deliver to site the new switch panel and erect it in to the agreed position. Panel to be obtained from Mardix (quote being sought) AF Switchgear, or ExEllison.
8. Supply and install new cable ladder rack containment linking new switch panel to existing switch gear and continue beyond to the adjacent main supply panel to enable installation of new supply cables and migration of all load cables.
9. Supply and install new multiple single core main feed cables from incoming connections on new A-Block switch panel and route cables through to agreed point of connection on the identified existing switch panel on new containment as necessary.
10. Once installed, undertake full dead testing of the new equipment and feed cable and certify their suitability for connection in to the wider Trust infrastructure systems .
11. To enable the systems to be transferred over, the following installation is suggested but can be improved upon by the contractor in close consultation with Lakes Join Grandly Ltd engineers and the Trust.
    1. **Installation step 1:**
12. The contractor shall supply and install 3no new 4-core 185mm XLPE/SWA/LSF + 3no 1-core 185mm CPC's installed on new overhead ladder rack from Sub 6 switch room in to new GRP switch room or a new concrete block switch room and connected on to the new incoming supply ACB.
13. Once ready for connection provide the necessary installation team. NOTE this must include the necessary Accompanying Safety Person as required under HTM 06-02.
14. Obtain a Permit to Work from the Trusts Authorised Person (AP) and strictly abide by the HTM Safe Systems of Work ensuring all staff have full PPE and provide the system protection necessary.
15. Once approved to proceed, the Trust AP will isolate and lock off the agreed switch fuse for point of connection which may necessitate the full isolation of a complete cubicle section. If this is necessary, the mobile generator (detailed elsewhere) will be started and switched to support all connected loads.
16. Once isolated, safely access the panel by removing one of the access covers but exercise EXTREME caution at this stage as, in some panels closely behind all access panels are potentially “LIVE” electrical connections and busbars.
17. Once connections have been safely accessed prove connections “DEAD” and ready for connection of new feed cable.
18. Route new feed cables in to panel and undertake connection on to the agreed outgoing switch as necessary.
19. Reconfirm all dead tests and once accepted re-energise the cubicle in the existing switch panel and energise the new switch panel in the new A- switch room.
20. This new cable shall be tested, and the panel proved fully operational before the systems will be put in to use.
    1. **Installation step 2**
21. Once the new panel is installed and operational, a new 500KVA mobile generator complete with day tank and remote fuel monitoring shall be hired in, delivered to site and positioned adjacent to the new J-block switch room.
22. This mobile generator shall be temporarily connected to the new J-block LV switch panel via the generator incomer and be configured to auto-start and assume the full load in the event of mains failure to the new panel.
23. This auto-start and load acceptance function shall be fully tested at least five times and the panel proved fully operational before any migrations can commence.
    1. **Installation step 3**
24. Existing loads from the existing switch panel can now be systematically migrated over to the new switch panel.
25. The contractor shall install new sub main cables from the new switch panel up to the point of connection/use on each floor with sufficient excess cable left to undertake supply connection at an agreed date.
26. At this stage the exact size and configuration of load cables is unknown so for the purposes of tendering, the contractors shall include allowances for new 4-core 35mmsq XLPE/SWA/LSF and supplementary 1-core 35mmsq CPC for each connected load with a potential installed length of 50m.
27. Once the project is on site and in conjunction with Lakes Join Grandly engineers, the successful contractor shall allow to trace each outgoing circuit and accurately ascertain the cable type and size and the fuse rating.
28. There is an expectation that once the exact cable schedule has been ascertained there will need to be a re-measure of all cabling and an add and omit schedule produced to reconcile the financial position of the cabling installation element.
29. Once the new switch panel has been installed and fully tested, the successful contractor shall then allow to install the new cabling from the new switch panel up to the point of load connection within the building and undertaking full dead tests.
30. The new cable shall be connected in to the new switch panel on the agreed way and the device locked off securely under a controlled permit to work.
31. At an agreed time and under a strict permit to work system, each load shall then be systematically isolated in the main switch room, the switch fuse locked off and fuse carrier permanently removed. At the point of load connection, the existing supply cable shall then be disconnected from the load and the new cable connected in its place.
32. Where there is a need to extend the cables, the contractor shall allow to provide a suitably sized junction box with fixed base, din rail mounted connectors or other proprietary fixed cable jointing system to extend the feed cables as necessary, cable jointing shall be avoided wherever possible though.
33. Once connected, the cable installation shall be retested and proved before the safety lock is removed and the new supply device switched on to supply the connected load.
34. Once each cable has been migrated to the new system, it shall be cut and removed throughout its entire length where possible.
35. It will be necessary at this point to supply and install new 12-way TPN Memshield 3 distribution boards within the existing switch room to resupply the existing final circuits connected to the old switch panel.
36. Once the boards have been installed, the existing final circuits shall be systematically migrated over with circuits either crimp extended or replaced if possible.
    1. **Installation step 4**
37. Once all load cables have been migrated from the existing J-Block switch panel to the new panel, the existing generator supply shall be isolated and disconnected from the old panel.
38. These cables shall then be diverted and, if necessary, extended over to the new switch panel and prepared for termination into the panel.
    1. **Installation step 5 - potential for a 10-minute period of vulnerability**
39. At an agreed time, the temporary generator cables shall be disconnected from the new LV switch panel generator incomer and reconnected on to the mobile generator connection bars with the auto-start function retained operational.
40. Once the mobile generator cables have been reconnected and until the main standby generator cables have been migrated, there is approximately 5-minutes of risk in the event of a mains failure whereby the person monitoring the supplies would need to operate the castell key interlock system and switch the loads over to the mobile generator. This is a low risk but cannot be engineered out.
    1. **Installation step 6**
41. Once the existing generator feed cable has been reconnected in to the new switch panel, the auto-start function shall be swapped over from the mobile generator to the main standby set.
42. All systems shall be proved by way of several black building tests where the whole panel is de-energised to ensure the main standby set starts, swaps over and assumes the load.
43. Once proven the mobile generator shall be isolated, disconnected and removed from site.
    1. Once all existing cables have been migrated over to the new switch panel and the main feed and generator cables moved, the existing systems shall be fully isolated, confirmed dead and all redundant switchgear, supports and ancillary items completely removed and disposed of in their entirety.
    2. We would suggest this is approximately 12-weeks’ worth of work but some elements such as surveying the switchgear to be migrated, capture all of the systems to be transferred, completing the design of the new switch panel, preparing working drawings then arranging for its construction, testing, delivery to site and position in an agreed position within the new location. Arranging all of the paperwork and draughting permits can also be done in advance to reduce this time where possible. This shall then be followed by all necessary isolations and migrations, but the successful contractor must confirm full timescales at tender return though.
    3. The Contractor's programme for carrying out the above works shall be agreed with the Contract Administrator in liaison with the Client. The Contractor shall make allowance for working and co- ordination with other trades and working within an occupied building and live switch panels.
    4. It should be noted that there will be a requirement to work out of hours and NO shutdowns of critical areas, i.e. Theatres, Delivery and Recovery will be permitted, unless out of hours and by prior arrangement all works must be completed with zero impact to the Trust unless meticulously planned.
    5. All site operatives are to wear clean overalls at all times and these are to display not only the company logo, but also a sealed photograph and accompanying identification of the person.
    6. A responsible foreman is to be on site during all working hours, including periods where subcontractor labour is present.
    7. Welfare of the patients, staff and visitors will be an important factor whilst working on site. Any contact with patients, staff and visitors must be polite and courteous with any questions being referred to the Hospital Management.
    8. Whilst working within the Hospital common parts, the contractor’s operatives must adhere to the Hospital policy on the wearing of face masks, distancing and regular hand sanitization.
    9. Any queries relating to this specification document should be referred to the Lift Consultant before the completion of the Tender submission; any uncompleted Tender will not be considered further.
    10. Arrangements for site inspection shall be made in advance through the Hospital Administration Office. Details are included within the Essential Information Section of this document.
    11. The completed Tender documents are to be submitted to London North West University Healthcare NHS Foundation Trust through health family force e portal (below link).

<https://health-family.force.com/s/Welcome>

* 1. Refer to the Essential Information Section. Any documentation in support of the tenderer’s bid may also be submitted in addition to the schedule of information requested. This information will be scored in accordance with the criteria and weightings advised in additional correspondence from the Trust.
  2. Please Note: Access to site must be pre-arranged with site contacts – Contact details are shown on the Essential Information page. The information and requirements of the Introduction and Preamble form an integral part of the contract requirements.
  3. **PROGRAMME**
     1. A fully detailed program shall be presented with the tender that indicates the time from date of order to completion. A guidance programme of anticipated key deliverables and time frames has been included within this specification.
     2. A fully detailed program shall be presented with the tender that indicates the time from date of order to completion.
  4. **BUILDING REGULATIONS**
     1. Where necessary it is the contractor’s responsibility to obtain current Building Regulation consent (all fees paid by main contractor).
     2. Works must comply with the NHS Estates Health Technical Memorandums.
     3. Health Technical Memorandum 06-01 - Electrical services supply and distribution
     4. Health Technical Memorandum 06-02 - Electrical safety guidance for low voltage systems
     5. The above recommendations are without prejudice to any requirements which may be required by the local building regulation authority or Local London Fire & Rescue Services.
     6. Planning – The employer will be applying for Full Planning Approval if necessary, under ‘Designated Powers’.
  5. **WORKING ARRANGEMENTS**
     1. The contractor will be entirely responsible for the accurate and efficient installation and performance of the works and such responsibility cannot be transferred in whole or in part to any other party.
     2. The Contractor will be deemed to have examined the site of the work, Form of contract, Specification and General Conditions, with such schedules, drawings, plans and related documents as are annexed thereto or referred to therein.
     3. If all information required cannot be obtained from this examination, application for information shall be made to the Contract Administrator prior to submission of the tender.
     4. Claims made by the Contractor arising from any lack of knowledge in this respect will not be considered.
  6. **CONFIDENTIALITY**
     1. The ITT Documents must be treated as private and confidential. Companies should not disclose the fact that they have been invited to tender or release details of the tender document other than to those who have a legitimate need to know and whom they need to consult for the purposes of preparing the tender.
     2. All documentation supplied by the Trust shall remain its property and confidential to it. You may not without the Trust's written consent at any time use for your own purposes or disclose to any other person (except as may be required by law) the Contract Documents or any information or material which the Trust may make available to you all of which shall remain confidential to the Trust.
     3. Tenderers should be aware and note that the Trust is subject to the Freedom of Information Act 2000, and that all or part of the information submitted under this tender may need to be disclosed in response to a question or request for disclosure under the Act. You should note that even where information is identified as commercially sensitive the Trust has complete discretion in deciding whether it is required to disclose such information in accordance with the Act if a request is received. Receipt of any information marked “confidential” or “commercially sensitive” should not be taken to mean that the Trust accepts any duty of confidence by virtue of the marking.
  7. **FREEDOM OF INFORMATION** 
     1. The Freedom of Information Act 2000 (FOIA) applies to LNWUH.
     2. Bidders should be aware of LNWUH’s obligations and responsibilities under the FOIA to disclose, on request, recorded information held by LNWUH. Information provided by Bidders s in connection with this procurement, or with any Contract that may be awarded as a result of this procurement, may therefore have to be disclosed by LNWUH in response to such a request, unless LNWUH decides that one of the statutory exemptions under the FOIA applies. LNWUH may also include certain information in the publication scheme which it maintains under the FOIA.
     3. In certain circumstances, LNWUH may consider it appropriate to ask Bidders for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, LNWUH must comply with a strict timetable and LNWUH would, therefore, expect a timely response to any such consultation within five working days.
     4. If Bidders provide any information to LNWUH in connection with this procurement, or with any Contract that may be awarded as a result of this exercise, which is confidential in nature and which a Bidder wishes to be held in confidence, then Bidders must clearly identify in their offer documentation the information to which Bidders consider a duty of confidentiality applies. Bidders must give a clear indication which material is to be considered confidential and why you consider it to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as ‘commercial in confidence’ will no longer be appropriate. In addition, marking any material as ‘confidential’ or equivalent should not be taken to mean that LNWUH accepts any duty of confidentiality by virtue of such marking. Please note that even where a Bidder has indicated that information is confidential, LNWUH may be required to disclose it under the FOIA if a request is received.
     5. LNWUH cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
     6. In certain circumstances where information has not been provided in confidence, LNWUH may still wish to consult with Bidders about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.
     7. The decision as to which information will be disclosed is reserved to LNWUH notwithstanding any consultation with the Bidders.
  8. **INSTRUCTIONS TO TENDERERS**

|  |  |
| --- | --- |
|  | You are invited to submit your proposal for the provision of **Design, Supply, Delivery, Installation And Commissioning Of L-BLOCK LV SWITCHGEAR REPLACEMENT** in accordance with the terms of this Invitation To Tender (ITT). Companies should ensure that they tender the optimal commercial terms and provide full detail relating to the ITT requirements. |
|  | The Trust does not bind itself to accept the lowest tender, or any tender received, and reserves the right to award the contract in parts, to include more than one bidder if it intends to use a framework contract, not to award a contract or to call for new tenders should it consider this necessary. |
|  | The commencement date of the contract is anticipated to be November 2022 and the initial contract period shall be 5 months and service maintenance warranty it would be 12 months. |
|  | The fact that your organisation has been invited to tender does not necessarily mean that your organisation has completely satisfied all of the Trust’s selection criteria for the Tender. The Trust may require further information relating to all or any part of a bidder’s application. |
|  | Except in so far as may be authorised by the designated officer, no agent or servant in the Trust’s employ has any authority to make any representation or explanation to companies or those desirous of quoting, as to the meaning of the Tender Documents, or as to anything to be done or not to be done by the bidder or the successful bidder, or as to any other matter binding the Trust or to bind or fetter the judgment or discretion of the designated officer in the exercise of powers and duties under the Contract. |
|  | The bidder is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by the bidder in connection with the preparation and submission its Tender shall be borne by the bidder invited to tender.  Below is the indicative tender timetable, However, the Trust reserves the right in its absolute discretion to amend any of the dates set out in the indicative timetable or elsewhere in the tender document.   |  |  | | --- | --- | | Task (s) | Indicative Date | |  |  | | Invitation to tender issued by | 19/10/2022 | | Site Visit | 21/10/2022 - 28/10/2022 | | Clarification Period (tender questions) | 21/10/2022 - 28/10/2022 | | Deadline for tender submissions | 02/11/2022 | | Presentation of Offer | TBC – if required | | Evaluation & internal trust approval process | 07/11/2022 | | Ratification Report | 08/11/2022 | | Decision to award | 09/11/2022 | | Contract Award | 15/11/2022 | |

* 1. **PREPARATIONS OF TENDER**

The bidder will be deemed for all purposes connected with the Tender and the Contract to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services (in the context of and as it is described in the Specification), the extent of the premises, personnel, materials and equipment which may be required and any other matter which may affect its Form of Tender. The bidder shall have no claim whatsoever against the Trust in respect of such matters and in particular (but without limitation) the Trust shall not make any payments to the bidder 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 the Trust to the Contractor in respect of the Service by reason of the scope of the Service being different to that envisaged by the bidder or otherwise.

The Tender Documents and all copies thereof are and shall remain the property of the Trust and, save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Trust upon demand.

London North West University Healthcare NHS Trust (“the Trust”) invites tenders for Provision of Design, Supply, Delivery, Installation And Commissioning Of A-Block LV Switchgear Replacement (“the Services”) as per the tender documentation set out in: (“The Tender Documents”)

|  |  |  |
| --- | --- | --- |
| **Document** | **Content** | **For completion & submission** |
| Document 1 | This cover letter | N/A |
| Document 2 | DB 2016 Design and Build Contract (DB) 2016 | Contract terms to be used for contract award |
| Document 3 | Service Specification 1 | N/A |
| Document 4 | Service Specification 2 |  |
| Document 5 | Form of Tender | To be submitted |
| Document 6 | Method statement response template | To be submitted |
| Document 7 | List of Community for Social Value Contribution | N/A |
| Document 8 | Social Value Guide | N/A |

Tender documents to be returned as stated in clause 23 above must be uploaded & submitted to <https://healthfamily.force.com/s/Welcome> no later than **5pm on 02/11/2022.** Suppliers are advised to allow sufficient time to upload & submit bid documentation before the expiring deadline). Please note, late bids or paper submissions will not be accepted

* 1. **CONDITIONS OF TENDER**

|  |  |  |  |
| --- | --- | --- | --- |
|  | | Except as otherwise provided, the Tender Documents are to be taken as mutually explanatory of one another. | |
|  | | Should any additions or deletions to any of the Tender Documents, supplementary clauses or additional information be considered necessary prior to the date for submission of Tenders, these will be issued to companies and will be deemed to then form part of the Tender Documents. | |
|  | | The bidder shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of its prices and rates stated by it in the Pricing Schedule which shall (except insofar as it is otherwise provided in the Contract) cover all obligations under the Contract and the bidder shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender. | |
|  | | Any Form of Tender submitted by a bidder in respect of which the Tender:  has directly or indirectly canvassed any official of the Trust or obtained information from any other person who has been contracted to provide services to the Trust, concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other bidder or Form of Tender submitted by any other bidder; or | |
|  | | 1. fixes or adjusts the Contract Price and/or prices and rates shown in its Form of Tender and/or the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or 2. communicates to any person other than the Trust the amount or approximate amount of the Contract Price and/or prices and rates shown in its Form of Tender and/or the Pricing Schedule except where such disclosure is made in confidence in order to obtain tenders necessary to the preparation of the Tender or for the purposes of insurance or financing; or 3. enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another bidder in its Form of Tender; or 4. offers to agree to pay to any person having direct connection with this Tender or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other bidder or any other proposed Form of Tender, any act or omission; or 5. in connection with the award of the Contract commits an offence under the Bribery Act 2010.Shall not be considered for acceptance and shall accordingly be rejected by the Trust provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Trust or any criminal liability which such conduct by a bidder may attract. | |

* 1. **SUBMISSION OF TENDER**

|  |  |
| --- | --- |
|  | 1. All companies must ensure that they comply with the following instructions when responding to the tender. Bids that do not comply with the instructions may not be considered. |
|  | 1. Please read the whole tender document including the appendices, before completing. This will ensure that you have responded accurately and will assist with the evaluation process. |
|  | 1. The Tender must be submitted via the <https://healthfamily.force.com/s/Welcome> e-Tendering portal by no later than **5pm on 2nd Nov. 2022**, Tenders received after this time and date will not be considered by the Trust. |
|  | 1. All documents attached to or supplied with these Instructions to tender are and shall remain the property of the Trust and shall be returned to the Trust upon request. |

* 1. **AUTHORISED CONTACT DETAILS**

|  |  |
| --- | --- |
|  | * 1. Should any prospective companies have any query in connection with any of the Tender documents, they must be submitted via the <https://healthfamily.force.com/s/Welcome>   2. e-Tendering portal. The Trust will endeavour to answer enquiries made no later than **16.00** on **28th Oct. 2022**. No queries will be accepted or answered orally. |
|  | * 1. Companies are advised that any representation to the Trust, prior to submission of proposals and during the evaluation period, must only be made via the <https://healthfamily.force.com/s/Welcome> e-Tendering portal. |
|  | * 1. The Trust reserves the right to circulate a copy of any question and the Trust’s response to all companies but will not disclose the identity of the bidder who asked the question. |
|  | * 1. No approach of any kind should be made to any other persons in connection with the tender and The Trust may use its discretion to disqualify companies who breach this provision. |

* 1. **CONTRACT TERMS AND CONDITIONS** 
     1. The DB 2016 Design and Build Contract (DB) 2016 will apply to this contract.

Contractor’s attention is drawn to JCT guidance issued in 2012 for implementation of DB 2016.

The contractor’s attention to the Public Contract Regulations 2015 is essential.

* 1. **SUPPORTING INFORMATION**
     1. Companies are encouraged to supply supporting information that is relevant to their bid. All supporting information must be clearly cross-referenced to the relevant section of the ITT. Please provide three references that are comparable to the Trust.

* 1. **EVALUATION CRITERIA & METHODOLOGY**
     1. The contract will be awarded to the most economically advantageous Offer, judged on the criteria & weightings shown in table below.

Submissions for this competition will be evaluated according to the following criteria:

|  |  |
| --- | --- |
| Criteria | Weighting |
| Technical and Quality | 50% |
| Commercial | 40% |
| Social Value | 10% |
| Total | 100% |

* 1. **Scoring Methodology**

Each response will be scored using the following scoring matrix. This score will then be used to calculate the final weighted score for each:

|  |  |  |
| --- | --- | --- |
| Score | Score delimitation | Bidder response demonstrates |
| 0 | Unacceptable | Nil or inadequate response / fails to demonstrate an ability to meet the tender requirements |
| 1 | Poor / major reservations | The information submitted has insufficient evidence that the specified requirements can be met and/or there are significant omissions, serious and/or many concerns |
| 2 | Fair / some reservations | The response addresses some elements of the requirement but contains a number of gaps in the detail and explanation to demonstrate how the requirement will be fulfilled. |
| 3 | Satisfactory | The response is relevant and good. The response addresses a broad understanding of the requirement but may lack detail on how the requirement will be fulfilled. |
| 4 | Good | The information submitted provides good evidence that the specified requirements can be met. It is a full and robust response, and any concerns are addressed so that the proposal gives confidence |

* 1. Commercial Weighting – 40%

The Commercial evaluation will be carried out in accordance with the below methodology based on the submission of tender prices.

1. An overall weighting of 40% has been assigned to Price.

|  |  |
| --- | --- |
| Criteria | Weighting |
| Commercially Advantage Fixed Price | 40% |
| Total | 40% |

1. Each Tender will be scored based on its relationship to the lowest priced tender using the formula detailed in clause 1.33.1 below.

b. Your pricing for the service provision must be realistic and consistent with a credible approach to the timely delivery of the specification which you must address in your proposals in the Method Statement / Costing schedule.

Please Note: Tenders that after clarification with the Tenderer are deemed to be abnormally/unreasonably low/high will be rejected; tenders that are believed not to be sustainable for the contract period will also be rejected.

c. The overall percentage score from the Technical & Quality section & the Commercial section will be added together to give a tender score.

In the event of a tie, the Trust reserves the right to introduce a ‘tie-breaker’ element to the process in order to be able to award the contract.

This could be a tie-breaker question, presentation, demonstration or any other appropriate method. It will only involve those tenderers whose scoring leads to the ‘tie-breaker’. This will be a separate evaluation and will be scored separately and the winner of the tie-breaker shall be awarded the contract

* 1. **Scoring Commercial Value Criteria**
     1. The lowest compliant tender total value (quality & commercially compliant tender) offered will be awarded the full 40% for this section.

Subsequent scores will be calculated using the following formula.

Pricing Score = 40% x Sponsor value, quality compliant and commercially compliant tender

Lowest total tender value, (quality & commercially compliant tender)

* 1. **Information Governance**
     1. Information that is supplied to Candidates as part of the procurement exercise is supplied in good faith. However, Candidates must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Candidates of such information, unless such information has been supplied fraudulently by the Trust
     2. All information supplied to Candidates by the Trust in connection with this procurement exercise shall be regarded as confidential. By submitting an offer, the Candidate agrees to be bound by the obligation to preserve the confidentiality of all such information.
     3. This invitation and its accompanying documents shall remain the property of the Trust and must be returned on demand.
     4. Suppliers need to be aware of the addition of new data protection provisions to the Framework Agreement, with regards to the General Data Protection Regulation (GDPR), which is transacted into English Law under the Data Protection Act 2018.
  2. **Termination of contract**
     1. Termination of this contract shall be governed by the JCT Standard Terms and Conditions
  3. **Contract Monitoring**
     1. The Authority is committed to helping improve the efficiency of contracted suppliers through sharing information on performance measurement. The criteria for measuring performance shall be agreed with the supplier and formally documented. It is possible that measurement criteria will develop during the term of the contract - this will also be documented following agreement with the supplier.
  4. **Canvassing**
     1. Any participating Supplier who directly or indirectly canvasses any employee of the London North West University Healthcare NHS Trust, concerning the award of the contract is likely to be disqualified.
  5. **Social Value**
     1. Under the Social Value act of 2012, the Government placed a statutory requirement on Public Service organisations to consider:
     2. How what is proposed to be procured might improve the economic, social and environmental well-being of the Brent, Harrow and Ealing area.

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref** | **Specification Requirement** | **Max Weight available** | **Score** |
| 1 | How can you support the nominated organisation in terms of upskilling, training or educational needs? | 2% | 0-4 |
| 2 | What other benefit do you think you can deliver via the nominated organisation?  e.g. Continued feeding, advocacy, workshops, publicity, clothing, barbering, active days out, volunteering service, music workshop, Storage facility | 4% | 0-4 |
| 3 | What monetary donation do you propose to give to the nominated organisation? | 4% | 0-4 |
| **Total Mark for Social Value** | | **10%** |  |

**DOCUMENT N0. 5**

**METHOD STATEMENT RESPONSE TEMPLATE**

**1. General Instructions**

1.1 Tenderers are invited to respond to each of the method statement questions below and should ensure that all points are answered. Responses should be in full and supported by evidence, allowing evaluators to gain a good understanding of how your organisation intends to provide the services required. The Method statements will ultimately be incorporated into any subsequent contract.

1.2 Do not embed any pictures or documents e.g. image files, Adobe Acrobat documents or other word documents in your tender response submission, these should be sent as separate files or documents and your response should clearly reference the appropriate attachment.

**2.** **Technical & Quality Appraisal Scoring Criteria– Weighting 50%**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Specification Requirement** | **Responses** | **Weight** | **Score** |
| 1 | What is your experience of undertaking similar switch panel replacement projects in a live hospitals environment and how did you maintain electrical supplies to the affected areas? |  | 10% | 0-4 |
| 2 | What do you see as the top 10 key risks on this project and how may they best be managed i.e. how will you manage and ensure business continuity in the areas affected by the design, supply and installation of the new switch panels |  | 10% | 0-4 |
| 3 | What ‘added value’ proposals can you recommend, including any lessons learnt from previous projects that you feel would add benefit to the switch panel replacement |  | 10% | 0-4 |
| 4 | With regards to shut downs and cable transfers, detail your proposed approach, methodology and risk assessment procedure |  | 10% | 0-4 |
| 5 | Whilst undertaking the switch panel replacement, if you identify a significantly damaged or defective cable how will you overcome this whilst still maintaining an operational power supply system |  | 10% | 0-4 |
|  | **Total Mark for Technical Compliance** | | **50%** |  |