

Instructions to Tenderers

TBAP Multi-Academy Trust Bridge Site Re-Development

Main Contractor Works

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INTRODUCTION

- 1.1. The London Borough of Hammersmith & Fulham (the ‘Authority’) is conducting the procurement using the restricted procedure in accordance with the requirements of the Public Contract Regulations 2015 SI/2015/102 PCR 2015 for the purpose of procuring the works described in the Specification.
- 1.2. A contract notice was placed in the Supplement of the Official Journal of the European Union (OJEU) on [TBC] (Document reference [TBC] and the Capital eSourcing Portal on [TBC] and a Contracts Notice was published on the Contracts Finder Website.
- 1.3. These Instructions to Tenderers (ITT) are issued simultaneously to all organisations invited to tender and are made available electronically on www.capitalEsourcing.com. Tenderers should read the ITT Documents as soon after receipt as possible.
- 1.4. The ITT documents should provide all the information required at this stage.
- 1.5. Questions must only be asked via the Portal.
- 1.6. Unless otherwise indicated, all words and expressions used in these Instructions to Tenderers with an initial capital letter shall have the meanings set out in the Conditions of Contract.
- 1.7. The Authority invites Tenders for the provision of works which entail the refurbishment and remodelling of the current Bridge AP Academy Buildings and construction of a new free school located at the Finlay Street Site. (“the Services”).
- 1.8. The Contract Period will commence on or around 06/03/2018 and will end on 03/09/2019. The Authority will be entitled at its absolute discretion to extend the Contract Period on the same terms for a further period or periods of up to 6 months making a total possible Contract Period of 24 months.
- 1.9. These Instructions to Tenderers describe the Authority’s requirements for the Services, the tendering process and the commercial terms on which the Authority will contract in due course with the successful Tenderer.
- 1.10. These Instructions to Tenderers also set out details on the form and content of Tenders and the timetable and other administrative arrangements for the tendering process.
- 1.11. The Service Specification sets out the Authority’s minimum requirements for the provision of the Services. Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than noon on 24/01/2018 (‘Deadline’).
- 1.12. The evaluation of Tenders will be a two stage procedure.
Stage 1 – Selection – Involving completion of PAS 91 questionnaire and response to selection questions. A shortlist of contractors shall be selected from the Selection responses. (Appendix One)
Stage 2 – Award Stage – Involving completion of technical & commercial sections by shortlisted contractors. (Appendix Two).
- 1.13. A Tenderer will be required to meet the selection standards prior to their Tender being evaluated against the award criteria. If a Tender fails to meet the selection standards, their Tender will not be considered for shortlisting for Stage 2.

2. PROJECT SUMMARY

The TBAP Multi-Academy Trust is a highly effective, overarching organisation established to oversee the delivery of alternative education provision across the tri-borough area. In looking to support the Trust in one of its current key aspirations, the refurbishment & extension of the TBAP Campus/Bridge Academy site, the intention is to maximise the opportunity to drive up and maintain high standards, as well as expanding the curriculum offer.

The site has had various educational uses since its development as a school in 1905. The Bridge AP Academy has been located on the site since 2004. The TBAP Multi Academy Trust was established in 2013 and is an approved DfE Academy Sponsor.

Scope of works

The redeveloped facilities need to support and enable the delivery of the key strategic aspiration of delivering a high quality personalised offer for every learner. The curriculum delivery and therefore accommodation plan will be arranged in learning hubs around the following themes:

- The Enterprise zone
- The Creativity zone
- The Community zone
- The Free School (for Post-16) and Hall

In addition there are more conventional classrooms, a dining hall, science and computer areas and teacher training facilities. Re-organisation of the site and the new build block provides an improved quality of teaching facilities creating the following site opportunities:

- Improve the perimeter appearance with better fencing, gates and planting
- More attractive planted landscape and surfaces within the site for improved outdoor recreation.
- Improved horizontal and vertical circulation in the buildings, to achieve better linkages and to bring out the best in the existing fabric with elements of new-build
- Space to provide a new hall and Post-16 Free School as part of the campus century standards in the old building and progressive learning spaces

The estimated construction value is circa £9,000,000 and the contract will be a JCT 2016 D&B Form of Contract with amendments as contained within this ITT.

The appointed team up to RIBA stage 4 are as follows:

- Client – London Borough of Hammersmith & Fulham
- End User - TBAP Multi-Academy Trust
- Project Managers – 3BM Ltd **(to be retained client side post contract)**
- Architects – LSI Architects/LB&Y Architects
- M&E Consultant – CPW
- Structural and Civil Consultant – Conisbee
- Cost Consultant – Woodley Coles LLP **(to be retained client side post contract)**
- Landscape Architect – LSI Architects/LB&Y Architects
- Principle Designer – LSI Architects/LB&Y Architects

- Fire Consultants – Trenton Fire Ltd

Phasing

It is anticipated that the project will run under 4 phases of construction where all works will be carried out to ensure the school retains access to external play space at all times. The phasing plans are contained within the tender documents and summarised below for clarity:

Task Name	Duration	Start	Finish
Section 1a - Free School	33 wks	Tue 27/03/18	Tue 13/11/18
Section 1b - Bridge South Wing	28 wks	Tue 27/03/18	Tue 09/10/18
Section 2 - Greswell Centre	15.6 wks	Tue 20/11/18	Thu 07/03/19
Section 3 - Bridge North Wing	22.7 wks	Thu 04/04/19	Tue 10/09/19

The above are the anticipated phasing dates however are subject to change dependent upon contractors details construction proposals and programme to be provided during the award stage (Stage 2).

Note – each phase will form a separate section within the contract documents.

3. **TENDERING TIMETABLE**

3.1. To ensure that the evaluation and award process is completed and the Contract executed prior to the Commencement Date the Authority has set the following tendering timetable. The Authority reserves the right to amend the timetable.

	Completed by
Issue of OJEU Notice & Complete Tender Documents	01/11/17
STAGE 1 – Selection Stage (PAS 91)	
Response Period (30 Calendar Days)	30 Calendar Days
Clarification deadline (responses within 48hrs)	24.11.17
SQ Submitted	1.11.17
SQ Evaluation	3am 5.12.17
TAP Meeting	11/12/17
Tender Report Finalised & Shortlist Agreed	12/12/17
Feedback to Unsuccessful Parties	13/12/17
STAGE 2 – Award Stage	
Issue of Tender Documents	13/12/17
Clarification deadline (responses within 48hrs)	22/01/18
Submission of Contractors Proposals	24/01/18
Tender Evaluation & Report issued	31/01/18
LBHF TAP Meeting	31/01/18
Finalise Tender Recommendation Report	01/02/18
Cabinet Award of Contract LBHF	15/02/18
EFA Approval to award contract	12/02/18
LBHF Cabinet Stand Still Period Ends	22/02/18
Standstill Period (10 calendar days) if award notice sent electronically and 15 if sent by other means. Standstill period ends at midnight at end of 10 th or 15 th day	06/03/18
Contract Award	06/03/18

4. **RIGHT TO CANCEL OR VARY THE PROCESS**

4.1. The Authority reserves the right:

- 4.1.1. to abandon the tender process at any stage;
- 4.1.2. not to award a contract;
- 4.1.3. to require a Tenderer to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/or
- 4.1.4. amend these Instructions to Tenderers.

5. **CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER**

5.1. **Sufficiency of information**

- 5.1.1. The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the Tender documents and shall in any event be deemed to have done so before submitting its Tender.
- 5.1.2. The Tenderer will be deemed for all purposes connected with the Tender documents 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 described in the Service Specification) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its Tender.

5.2. **Costs and expenses**

- 5.2.1. All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.
- 5.2.2. The Tenderer shall have no claim whatsoever against the Authority in respect of such costs and in particular (but without limitation) the Authority shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Tender documents) no compensation or remuneration shall otherwise be payable by the Authority to the successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Tenderer or otherwise.

5.3. **Further information and enquiries**

- 5.3.1. Any questions about this procurement should be submitted in writing via the capitalEsourcing Portal. Tenderers must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Tenderer submitting the question. If the Authority does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered.
- 5.3.2. The closing date for clarifications to be raised will be 17.00hrs on 24/11/17.
- 5.3.3. During the tender period, a Tenderer is able to submit clarification questions through the Messages feature within the Portal, accessed via the 'Messages' link. This should be used for all queries and requests for clarification regarding the procurement as it provides an effective and auditable trail. A Tenderer's queries will be secure and cannot be seen by any other Tenderers. The Authority will publish the questions and the response, in a suitably anonymous form, via the Messages tool to all Tenderers before the closing date for the submission of Tenders.
- 5.3.4. [The Authority reserves the right to take up one or all of the references and/or visit one or more of the reference sites cited by Tenderers at the pre-qualification short-listing stage].
- 5.3.5. [Tenderers are reminded [that this is the EU Restricted Procedure and] that Tenders must be capable of acceptance in their own right and that negotiation is not permitted].

5.4. **Site Inspections**

- 5.4.1. Site visits will be available to all bidders. Bidders should contact 3BM Ltd via the CapitalEsourcing portal (in accordance with paragraph 5.3.3) to arrange a time for the visit. Such inspections must be accompanied and any questions raised by Tenderers during such inspections must be confirmed in writing and answers circulated to all Tenderers in

accordance with paragraph 5.3.3. All questions should be subsequently raised via the Capital E Sourcing system.

Bidding Organisations and Groups

5.4.2. The following definitions apply in the Tender documents:-

‘Lead Tenderer’ means where a Tenderer intends to act jointly in submitting a Tender and the participating organisations identified a Lead Tenderer at PQQ stage.; and

‘Group’ means a consortium of economic operators; and

‘Prime Contractor’ means a Lead Tenderer of a Group which intends that only the Lead Tenderer will enter a Contract with the Authority and the other members of the Group will participate as Significant Sub-contractors; and

‘Significant Sub-contractor’ means a member(s) of a Group that would not enter the Contract with the Authority but would rather participate as a sub-contractor(s) to the Prime Contractor.

5.4.3. Tenderers MUST be clear in their submissions as to whether they are following a Group approach and whether they will be participating by way of a Prime Contractor/Significant Sub-contracting arrangement or other. Tenderers should also be aware that if they are evaluated as a Group, the Authority may not permit the Group members or, if a subcontracting arrangement, any Significant Sub-contractor, to change at a later stage without revisiting the selection assessment process. Tenderers must therefore give careful thought as to the relationship of the various relevant organisations put forward in their Tender.

5.4.4. The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of a Group and MUST make clear the responsibilities/roles of Group members.

5.4.5. [The Authority is relying on the information provided by Tenderers in their PQQs. Tenderers (or, in the case of Groups, Lead Tenderers) must keep the Authority informed of any changes and developments that affect their legal/regulatory standing, economic and financial standing and/or technical ability and experience as submitted at the PQQ stage and in the case of Tenders submitted by Groups, this requirement also applies to each Group member/Prime Contractor/Significant Sub-contractor. The Authority reserves the right to keep these matters under review and to exclude any Tenderer from further participation in the procurement where any such change adversely affects a Tenderer’s suitability for the Contract as evaluated against the PQQ criteria.

5.4.6. The Authority recognises that Groups and sub-contracting arrangements may be subject to future change (for example, agreement with a contractor may not be finalised at Tender stage). Tenderers should therefore respond in the light of such arrangements as are currently envisaged. In the event that a Tenderer proposes a change in the membership of its Group/Significant Sub-contractors following the submission of its Tender, the Lead Tenderer must immediately inform the Authority of such change (both additional members and departing members). The Authority may request the Tenderer (or, where relevant, the Group) to resubmit the whole or parts (at the Authority’s discretion) of its PQQ. The Authority shall then evaluate the resubmitted information against the published PQQ evaluation criteria. The Authority reserves the right to refuse to consider or consent to changes in the Group or Significant Sub-contractors and/or to deselect any Tenderers whose proposed change means that they no longer meet the Authority’s selection criteria identified at PQQ stage. By submitting a Tender all other Tenderers shall be deemed to have consented to such future changes in the other Tenderer’s Group or Significant Sub-contractors.

- 5.4.7. It is likely that a Group will be required to form a legal entity before entering into the Contract (and to do so within a timeframe prescribed by the Authority) and a Group could be rejected from this procurement for failing to do so. The Authority does not require a Group to have formed the legal entity which would enter the Contract, at this stage.
- 5.4.8. If a special purpose vehicle (SPV) is to be formed by a Group, the Contract must be supported by guarantees from any parent companies of members of a Group. The Authority reserves the right to seek clarification regarding the relationships between members of a Group and/or Significant Sub-contractors and or a Prime Contractor/Significant Sub-contractors as part of the Tender process.

6. **RESPONSE TO STAGE 1 AND STAGE 2 OF THE TENDER**

STAGE 1 – PAS 91 (APPENDIX ONE)

6.1. The **Qualification Envelope** – containing the following documents:

- PAS 91 Questionnaire
- Form of Tender
- Bona Fide Tendering and Anti-Collusion Certificate
- Schedule of Confidential Information
- Collateral Warranty (only relevant if the contract or part of the contract is going to be sub-contracted by the winning bidder)
- Schedule of Contract Amendments (to JCT 2016 D&B form of contract)

6.1.1. The Form of Tender, Anti-Collusion Certificate and Provision of Staffing Information Deed of Undertaking and Agreement (where relevant) must be signed by the Tenderer/Lead Tenderer and all members of a Group (and where relevant all Significant Sub-contractors):

6.1.1.1. where the Tenderer is a partnership, by two duly authorised partners;

6.1.1.2. where the Tenderer is a company, by two directors or by a director and the secretary of the company or by a director and a witness who attests the signature, such persons being duly authorised for the purpose;

6.1.1.3. where the Tenderer is an individual by that individual;

6.1.1.4. where the Tenderer is a trust by two duly authorised persons.

6.1.2. The Tenderer shall produce forthwith upon request by the Authority documentary evidence of any authorisation referred to in paragraphs 5.2.1.

6.1.3. If relevant the Schedule of Confidential Information should be completed (please refer to paragraph 15.2 below)

6.1.4. Collateral warranty If the Tenderer is appointing a Significant Sub-contractor(s) the Collateral Warranty must be duly executed by the Significant Sub-contractor(s).

STAGE 2 – AWARD STAGE (APPENDIX TWO) – SHORTLISTED CONTRACTORS ONLY

6.2. The Stage 2 (Award Stage) will be completed by shortlisted contractors only, once Stage 1 has been completed evaluated. Stage 2 comprises of 2 “envelopes”:

- Technical Envelope
- Commercial Envelope

6.3. The **Technical Envelope** – comprising the Tenderer’s Response to the Award Criteria.

6.3.1. By the Deadline for receipt of Tenders, the Tenderer shall submit responses to all sections of the ‘**Technical Envelope**’.

6.4. The **Commercial Envelope**

- 6.4.1. The Tenderer shall complete all sections of the Commercial Envelope.
- 6.4.2. All prices and rates requested in the Commercial Envelope shall be inclusive of all disbursements and any other costs or expenses necessary for the proper performance of the Services and include for all Provider risks under the Conditions of Contract. All prices and rates shall be exclusive of Value Added Tax. The Authority/Participating Authorities shall not pay any sum or sums other than those set out in the Pricing Document.

6.5. **Generally**

- 6.5.1. The Tenderer shall include in its Tender details of all information or assumptions that it has taken into account in relation to the submission of its Tender which must in any event be in accordance with the requirements, conditions and stipulations of these Instructions to Tenderers.
- 6.5.2. In addition, the Tenderer shall give further written or verbal details and information as may reasonably be requested by the Authority.
- 6.5.3. Tenderers are required to complete all sections of the Qualification Envelope, Technical Envelope and Commercial Envelope.

6.6. **Conditions of Contract**

- 6.6.1. Included as part of the Tender documents is the JCT Design and Build 2016 Contract along with a Schedule of Amendments to be entered into between the Authority and the successful Tenderer. Mark-ups of Contract are not invited. If any Tenderer does submit any mark-ups or includes in its Tender any statements which indicate that the Tenderer does not accept any or all of the terms of the Contract the Authority may reject that Tender.

7. RETURN OF TENDERS

- 7.1. Tenderers are required to submit their completed Response Envelopes through the capitalEsourcing Portal. Use of this system does not require the purchase of high specification IT equipment or connections, or high level personal IT skills/capabilities. Tenderers are advised to complete their Response Envelopes in advance of the Deadline to allow time to request guidance where it is required. It is the responsibility of Tenderers to ensure they are familiar with the system and allow sufficient time for finalising their completed Response Envelopes.
- 7.2. The Authority is not responsible for inaccurate or incomplete contact information input into the Portal by Tenderers. It is the responsibility of a Tenderer to ensure that the contact information they have entered for their organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this procurement may not be received by a Tenderer should the contact information be inaccurate. If at any stage a Tenderer needs to update the contact information held for their organisation this can be achieved by submitting it via the Portal. The Authority is under no obligation to respond/follow up on 'out of the office' responses received from a Tenderer and so Tenderers will need to make appropriate arrangements to deal with absences. For any technical advice or assistance relating to the e-tendering system if for any reason the Portal is not available, please contact the capitalEsourcing helpdesk between 8.00am and 6.00pm Monday to Friday on 0800 368 4850 (or +442033496601 if outside the UK) or email help@capitalesourcing.com. This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this procurement should be submitted via the Portal.
- 7.3. All aspects (documents/attachments/responses) of completed Responses Envelopes must be submitted electronically via the Portal. Once the completed Response Envelopes have been submitted a pop-up box will appear notifying the Tenderer. **The Tenderer is not permitted to return by email any part of the completed Response Envelopes. Any attempt to email any part of the completed Response Envelopes may result in the Tender being disqualified.**
- 7.4. All duly completed Response Envelopes must be submitted via the Portal by the Deadline. Tenderers are advised to allow plenty of time to submit their completed Response Envelopes onto the Portal as this will take some time to complete and the Authority reserves the right to disqualify and not evaluate any completed Response Envelopes submitted after the Deadline.
- 7.5. All Forms of Tender must remain valid and open for acceptance by the Authority for a period of six months.

8. **REJECTION OF TENDERS**

- 8.1. The Authority reserves the right to reject any Tender submitted by a Tenderer in respect of which the Tenderer:
 - 8.1.1. discloses to any third party prices shown in its Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
 - 8.1.2. enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other tenderer in its Tender; and/or
 - 8.1.3. fixes prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender; and/or
 - 8.1.4. has submitted a price for the provision of the Services which is abnormally low; and/or
 - 8.1.5. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenderer or any other person's proposed Tender any act or omission; and/or
 - 8.1.6. in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; and/or
 - 8.1.7. or any employee or agent of it has in relation to this procurement committed any act which is an offence under the Enterprise Act 2002; and/or
 - 8.1.8. has directly or indirectly canvassed any member or official of the Authority concerning 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 tenderer or Tender submitted by any other tenderer; and/or
 - 8.1.9. has done anything improper to influence the Authority during the Tender period; and/or
 - 8.1.10. has failed to use the English language; and/or
 - 8.1.11. has failed to return the Response Envelopes fully completed and signed; however the Authority may request Tenderers whose information or documents appear to be incomplete or erroneous or where specific documents are missing to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.
- 8.2. The Authority also reserves the right to reject a Tender:
 - 8.2.1. from a Tenderer if another Tenderer has to the knowledge of the first named Tenderer named that first named Tenderer as a sub-contractor;
 - 8.2.2. from a Tenderer if that Tenderer has named as sub-contractor another person who to the knowledge of the first named Tenderer has submitted or intends to submit a Tender;
 - 8.2.3. from a group company of another Tenderer;
 - 8.2.4. from a person who is a member of a partnership or consortium which has submitted or intends to submit a Tender; or
 - 8.2.5. from a Tenderer where the Authority believes that there has been any form of co-operation or collusion with another Tenderer.

8.3. For the avoidance of doubt any non-acceptance or rejection in accordance with paragraphs 7.1 and 7.2 above shall be without prejudice to any other civil remedies available to the Authority or any criminal liability that such conduct by a Tenderer may attract.

9. **NON CONSIDERATION OF TENDER**

9.1. The Authority may in its absolute discretion refrain from considering any Tender if:

9.1.1. it is not in accordance with these Instructions to Tenderers and all other instructions issued by the Authority during the Tender period and/or

9.1.2. the Tenderer does not submit a Tender for the provision of the whole of the Services.

10. **TENDER EVALUATION AND AWARD PROCEDURE**

Stage 1 – Selection

- 10.1. Each Tender must achieve a minimum level of acceptability as defined by the selection standards set out in Appendix One. The Authority reserves the right to reject without further discussion any Tender which does not meet the selection standards.
- 10.2. The Authority intends to shortlist a minimum of 5 contractors to progress to Stage 2 (Award Stage) of the tender.

Stage 2 – Award Stage (Shortlisted contractors only)

- 10.3. The award of the Contract is on the basis of the Tender that represents the most economically advantageous offer to the Authority in accordance with the evaluation methodology set out in Appendix Two.
- 10.4. Criteria for Award
- As set out in Appendix Two the following main criteria are weighted:
- 10.4.1. Quality – 40% (Questions in Technical Envelope on the Portal)
- 10.4.2. Price – 60% (Questions in Commercial Envelope on the Portal)
- 10.5. The award criteria (including any sub-criteria), weightings (including any sub-weightings), and detailed scoring mechanism for both price and quality are set out in full in Appendix Two to these Instructions to Tenderers.
- 10.6. The Authority shall not be bound to award the Contract to the Tenderer with the lowest price structure.
- 10.7. The Authority reserves to itself the right in its absolute discretion:
- 10.7.1. to award the Contract to the Tenderer who submits the most economically advantageous tender in accordance with the criteria set out in Appendix Two; or
- 10.7.2. not to award the Contract.
- 10.8. Where information or documentation to be submitted by Tenderers is or appears to be incomplete or erroneous, or where specific documents are missing, the Authority reserves the right at its absolute discretion to request Tenderers to submit, supplement, clarify or complete the relevant information or documentation within a time limit to be given.

11. **ACCEPTANCE OF TENDER**

- 11.1. Any acceptance by the Authority of a Tender shall be notified to the successful Tenderer in writing by the Authority (the "Acceptance Letter"). Until the execution of the formal Contract referred to in paragraph 11.1 below, a successful Tender (including any agreed amendments in writing), together with the Authority's Acceptance Letter, shall form a binding agreement between the Authority and the successful Tenderer on the terms set out in the Contract Documents.
- 11.2. The successful Tenderer will be required to commence the provision of the Services on such other date to be advised being the Commencement Date.

12. **THE CONTRACT**

- 12.1. The successful Tenderer will be required to execute a formal Contract which embodies the terms of all the Tender documents. The Contract will be executed as a deed, except where the value is less than £100,000 where the contract may, at the Council's discretion, be signed under hand.
- 12.2. The successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Authority.
- 12.3. The successful Tenderer shall be liable for any loss or damage incurred by the Authority if the Services cannot commence on the Commencement Date as a result of the successful Tenderer's failure to execute the Contract properly.

13. **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 13.1. The Tender documents and all other documentation issued by the Authority relating to the Contract shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender.
- 13.2. The copyright in all the documents that constitute the Contract shall vest in the Authority and all such documents and all copies thereof are and shall remain the property of the Authority and must be returned to the Authority upon demand.
- 13.3. The Authority may disclose detailed information relating to any Tender to the Authority's members, directors, officers, employees, agents or advisers and they may make the Tender documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.

14. **SUB-CONTRACTING**

- 14.1. Tenderers must be able to satisfy the Authority as to their ability to perform the Services in accordance with the Contract. Nevertheless the Authority will consider proposals from the Tenderer for part of the Services to be performed by sub-contractors provided that:
- 14.1.1. the proposed part of the Services and the sub-contractors are approved by the Authority which may include the prior approval of the terms of the sub-contractor's appointment or contractual arrangements to be entered into between the Tenderer and any such sub-contractor; and
 - 14.1.2. upon request by the Authority, the Tenderer procures a collateral warranty (in a form approved by the Authority) from the proposed sub-contractors to the Authority in respect of the performance of the relevant part of the Services.
- 14.2. Tenderers should also refer to the Conditions of Contract as they relate to sub-contracting.

15. **FREEDOM OF INFORMATION ACT 2000**

- 15.1. The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) make provision for the disclosure of information held by public authorities or by persons providing services for them. The Law provides that anyone can ask the Authority for any information and, unless an exemption applies, the information must be supplied. This means that all the information that a Tenderer provides to the Authority under this tendering process will be subject to the FOIA/EIR disclosure provisions.
- 15.2. If a Tenderer believes that any of the information contained in its Tender, or otherwise supplied to the Authority as part of this tendering process, is either confidential, commercially sensitive or constitutes a trade secret it should make a statement to that effect in a schedule to its Tender (marked “FOIA/EIR Schedule”), with a brief description of each item of information affected and the reason why it has included that information in the schedule. It is the Tenderer’s responsibility to keep this schedule updated as the tendering process progresses, for example where further information is elicited from Tenderers through clarification questions.
- 15.3. Tenderers should appreciate that the simple marking of information with words such as “commercial in confidence” only has the effect of identifying to the Authority that an exemption could potentially apply under the FOIA/EIR. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of information or whether release “would be likely to prejudice” your company’s interests.
- 15.4. Tenderers are advised to read the Code of Practice issued by the Department for Constitutional Affairs under Section 45 of the FOIA, which gives guidance to public authorities on the handling of requests for information the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at the Ministry of Justice website.
- 15.5. If the Authority receives a request under the FOIA/EIR which involves information listed in the FOIA/EIR Schedule in your Tender, then the Authority will use its reasonable endeavours to consult you prior to making a final determination as to how to deal with the request. However, the Authority has a very limited time in which to decide whether or not information can be released, so it is imperative that you ensure that the Authority has up-to-date contact details and that the contact is able to respond to a request quickly.
- 15.6. Tenderers should bear in mind that the listing by them of information in an FOIA/EIR Schedule cannot provide an automatic guarantee that the Authority will not disclose such information (or the fact that it holds it) since the Authority cannot fetter the application of the FOIA/EIR.

16. **TENDERER'S WARRANTIES**

16.1. In submitting a Tender the Tenderer warrants, represents and undertakes to the Authority that:

- 16.1.1. it has not done any of the acts or matters referred to in paragraph 7 above and has complied in all respects with these Instructions to Tenderers;
- 16.1.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its staff in connection with or arising out of the Tender are at the date of the Tender true, complete and accurate in all respects and that it will promptly notify the Authority in writing of any changes which affect such information, representations or other matters of fact;
- 16.1.3. it has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;
- 16.1.4. it has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Authority;
- 16.1.5. it is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the Authority that may adversely affect such financial standing in the future; and
- 16.1.6. it has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

17. **ANNOUNCEMENTS**

- 17.1. The Authority reserves the right to publish the amounts of tenders and the name of the successful Tenderer and to publish such other information regarding Tenders as it may be required to publish in accordance with statutory provisions with which the Authority must comply.

APPENDIX ONE

STAGE 1 - SELECTION (PAS 91)

APPENDIX TWO

STAGE 2 – AWARD STAGE (SHORTLISTED CONTRACTORS ONLY)

1. TECHNICAL ENVELOPE IN CAPITALSOURCING

- 1.1 Quality: 40% (Tier 1)
- 1.2 Quality will be assessed on the basis of a Tenderer’s written submissions in the Technical Envelope to the award criteria as set out below in Table. Each Tender will be considered initially by individual members of the evaluation team against each of the evaluation areas set out below in Table. The information will not be shared at this stage. Each award criteria has a sub-weighting (Tier 2) to ensure its relative importance is reflected in the overall scores.
- 1.3 The scoring table is set out in Table below. Each response to the award criteria will be marked out of a possible score of 10. The scoring will be based on the general principles and descriptions shown in Table below.
- 1.4 Tenderers should note that a Tender must score 5 or above for each of the criteria otherwise it may be rejected.
- 1.5 Groups are referred to paragraph 5.6 of the ITT. The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of the Group and MUST make clear the responsibilities/roles of Group members.
- 1.6 Tenderers should strictly conform to the word limits for the Quality questions.

Zero to 10 Marking Scheme

Score	Rating	Criteria for Awarding Score
0	Totally Unacceptable	No response or response completely fails to address all of the Council’s requirements
1	Unacceptable	Very limited or vague response which fails to address key areas or meet key Council requirements, or the response received contains a large number of weaknesses or omissions in a majority of aspects
2	Poor	Limited or vague response that only meets some of the key Council requirements but with numerous material weaknesses or omissions and the Council has serious doubts about aspects of the response which gives rise to serious concerns, or inadequate information has been provided
3	Unsatisfactory	The response addresses a number of key Council requirements but is unsatisfactory in a number of material respects. The proposal contains some material weaknesses or omissions which give the Council some

		concerns
4	Fair	The response generally meets the key Council requirements but with some aspects which give the Council concern because either they are incomplete or contain minimal material weaknesses or omissions, or differ from the Council's requirement necessary to meet the criteria in at least one aspect
5	Satisfactory	The response addresses a majority of key Council requirements and is generally satisfactory but does not demonstrate any clear strengths
6	Generally Good	The response is generally good in all material respects but does contain some minor weaknesses or omissions. The proposal does, however, have at least one clear strength.
7	Strong	The response is of a good quality in all respects with good concepts and approaches, but contains a few minor weaknesses or omissions with a clear strength in a key area.
8	Very Good	High quality response with clear, coherent and high quality proposals that present a fully workable response with clear strengths in key areas, and any minor weaknesses or omissions which may be present in the response may be acceptable as offered
9	Outstanding	Very high quality, considered response with outstanding features in a majority of areas. A very strong response overall with no material weaknesses or omissions
10	Excellent	Exemplar response in all material respects. The response also demonstrates significant strengths and has no weaknesses or omissions

The following questions will be scored using the scoring mechanism set out in Table above.

Question No	Question	Weighting (%) (Tier 2)
	NOTE: If the Tender is being submitted by a Group the Lead Tenderer must make clear the responsibilities/roles of Group members in answer to each question.	
1	<p>Understanding of Requirements:</p> <p>1.1 Demonstrate how the Contractor's Proposal's address the Employer's Requirements and provide details of any specific qualifications, clarifications or exclusions. (Max 750 Words)</p> <p>1.2 Demonstrate a logical and sensible approach to the project to ensure successful completion in line with Client needs, programme requirements and Stakeholder</p>	<p>Weighted at 21%</p> <p>(33%)</p>

	<p>aspirations. (Max 750 Words)</p> <p>1.3 Provide details of your proposals for cost & value management to ensure the most cost effective proposals are utilised (Max 750 Words)</p>	<p>(39%)</p> <p>(28%)</p> <p>Total – 100%</p>
2	<p>Method Statement</p> <p>Please provide a site specific method statement to include:</p> <p>2.1 How the project will be delivered to the time, cost and quality standards set down in the Employer’s Requirements. (Max 750 Words)</p> <p>2.2 Provide a detailed description and drawings of the techniques, equipment, access and protection that you intend to use during the Contract. (Max 750 Words)</p> <p>2.3 Process for approval and sign-off Design by the client and end-users. (Max 750 Words)</p>	<p>Weighted at 22%</p> <p>(35%)</p> <p>(30%)</p> <p>(35%)</p> <p>Total – 100%</p>
3	<p>Health & Safety Management</p> <p>3.1 Your approach to effective management of site staff including subcontractors in line with H & S requirements and regulations. (Max 750 Words)</p> <p>3.2 Provide a methodology for minimising disruption to the local residents. (Max 750 Words)</p> <p>3.3 Your approach to working within a live learning environment. (Max 750 Words)</p>	<p>Weighted at 12%</p> <p>(30%)</p> <p>(30%)</p> <p>(40%)</p> <p>Total – 100%</p>
4	<p>Programme Management</p>	<p>Weighted at 16%</p>

	<p>4.1 Please provide a programme specific to this project showing the Critical Path for delivery.</p> <p>Describe in detail your programme proposal and how you plan to deliver the project in accordance with your programme.</p> <p>You should consider if the proposed programme complies with the Clients timescales for delivery including the phase delivery and handover.</p> <p><i>(Max 1500 Words + Gantt Chart)</i></p>	<p>(50%)</p> <p>(50%)</p> <p>Total – 100%</p>
5	<p>Risk and Methodology</p> <p>5.1 What do you see as the main opportunities and the main risk associated with this project? <i>(Max 750 Words)</i></p> <p>5.2 The client has given key indication of the risk allocation on this project, confirm that the risk allocation is acceptable and how they will be managed.</p> <p>Any clarifications on risk allocation should be clearly stated.</p> <p><i>(Max 750 Words)</i></p>	<p>Weighted at 12%</p> <p>(50%)</p> <p>(50%)</p> <p>Total – 100%</p>
6	<p>Testing, Commissioning and Handover Arrangements</p> <p>6.1 Provide your proposals for Testing, commissioning and handover. <i>(Max 1000 Words)</i></p> <p>6.2 Provide a testing, commissioning and handover programme. (Programme)</p>	<p>Weighted at 12%</p> <p>(50%)</p> <p>(50%)</p> <p>Total – 100%</p>
7	<p>Social Value</p> <p>7.1 If you have a Corporate Social Responsibility policy please explain how this will be implemented in Hammersmith & Fulham over (and if possible beyond) the contract period. <i>(Max 750 Words)</i></p> <p>7.2 Please explain what local economic social and community value you feel able to include as part of your tender, and the form these benefits will take.</p>	<p>Weighted at 5%</p> <p>(50%)</p>

	(Max 750 Words)	(50%) Total – 100%
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- 7.3 Following any clarifications under, Members of the evaluation team will meet and will consider each Tender and a consensus on scoring for each Tenderer’s responses to the award criteria will be reached.
- 7.4 If during the evaluation team’s consensus meeting a Tender is scored 5 or less for a response to any of the award criteria the Tender may not be further considered.
- 7.5 For those Tenders which at the evaluation team’s meeting score 5 or above for all responses to the award criteria the evaluation will proceed.
- 7.6 Each score for a response to an award criterion will be multiplied by the relevant sub-weighting (Tier 2) to arrive at a weighted score. Each score for a response to an award criterion will be multiplied by the relevant sub-weighting to arrive at a weighted score. Weighted scores will be added together to produce a total score out of 100. The overall quality weighting of 40% will then be applied.

2. STAGE 2 – COMMERCIAL ENVELOPE IN CAPITALSOURCING

- 8.1 The Tender with the lowest total contract sum will automatically score 60% in the Commercial Envelope. Thereafter each other Tender is compared against the lowest priced Tender in accordance with the following formula to arrive at a score to one decimal point:

$$(A \div B) \times C = X$$

Where:

- A = the lowest submitted price of all Tenders
- B = the total price submitted by Tenderer
- C = the maximum percentage score i.e. 60%
- X = the score for Price

- 8.2 Based on a notional figure of £60,000 for the lowest Tender price and using the formula set out in paragraph 2.2.1 above the Commercial Envelope score for price would be as set out below and then weighted by 60% and awarded as follows:

TENDERER	PRICE	SCORE AWARDED (100)	SCORE WEIGHTED BY 60 % FOR AWARD
1	£60,000 (A)	100	60
2	£70,000 (B)	85.7	51.42
3	£80,000 (B)	75	45
4	£90,000 (B)	66.7	40.02

3. COMPILATION OF PERCENTAGES AWARDED FOR QUALITY AND PRICE

- 9.1 The percentages awarded to each Tender for the Price (Commercial Envelope) and Quality (Technical Envelope) elements of the evaluation are added together to arrive at the most economically advantageous Tender i.e. the Tender with the highest total percentage awarded.

APPENDIX THREE:
EMPLOYERS REQUIREMENTS CONTENTS

EMPLOYERS REQUIREMENTS COMPRISING FOLLOWING DOCUMENTS;

- PROJECT PROGRAMME
- ARCH. PACKAGE
- M&E PACKAGE
- STRUCTURAL PACKAGE
- LANDSCAPING PACKAGE
- SITE INVESTIGATION
- UTILITIES SURVEY
- ARBORICULTURAL SURVEY (TIMBER SURVEY / TREE SURVEY)
- ASBESTOS SURVEY
- UXO SURVEY
- HERITAGE SURVEY
- NOISE SURVEY
- ECOLOGY SURVEY
- FLOOD RISK ASSESSMENT
- TRANSPORT SURVEY

APPENDIX FOUR:

CONTENTS OF COMMERCIAL ENVELOPE

Your response should include completion of the following documents:

- **Preliminaries**
- **Contract Sum analysis**
- **Mark up on work Packages**
- **Provisional Sums**
- **General Summary**
- **Form of Tender (signed by the relevant persons)**