

**Birkenhead Sixth Form College**

**Invitation to Tender for the**

**Refurbishment of Staircases**

**Reference BSFC/KW/01/2015**

1. **Letter of Invitation**

Birkenhead Sixth Form College is seeking to appoint a suitably qualified and experienced company to tender for the refurbishment of three staircases within the main College building. The College has successfully secured funding from the Education Funding Agency’s Condition Improvement Fund for this purpose.

For your guidance, notes and instructions are detailed below, together with some additional information regarding the College in general.

1. **Introduction to Birkenhead Sixth Form College**

Birkenhead Sixth Form College is situated on one site, across 6 separate buildings, in Claughton on the fringe of Birkenhead Park about one mile from the town centre. The College sits within the Department for Education (DfE) and is funded by the Education Funding Agency (EFA).

Although operating in a highly competitive market, the College has proved to be very successful and a popular choice with students. There are in the region of 1,200 full time students aged 16 -19 and in the region of 1,000 part time student enrolments on Post 19 programmes which are mainly delivered in the evenings or in the daytime in our health and beauty salon.

Birkenhead Sixth Form College has a strong board of Governors and a management team that work together to fulfil the mission. Governors are enthusiastic and committed to the College’s success and give unstinting support. They have wide ranging skills that are used effectively to assist and support the College in its operation. Governors meet regularly in committees and as a Corporation and attend College functions. The Governors have an annual strategic seminar that is well attended. An independent Clerk supports the Board of Corporation. The Senior Management Team comprises the Principal, one Deputy Principal and three Assistant Principals.

The College has continually invested in the estate and has refurbished many parts and added additional buildings where possible. The age and nature of the site and buildings has inhibited the development of student social space and facilities in the past. The College has responded creatively to enable space to be maximised to enhance learning. During the past two years the College has developed a strategy to develop the College site and has secured substantial funding from bids along with funding from its own resources to improve facilities. This has enabled the College to complete extensive refurbishment work, remodel the refectory, develop a new social area, extended its science facilities and add a new humanities block and a new art block.

The College has a development plan that identifies strategies to ensure that the College’s strategic objectives are fulfilled. There is a clear focus in the College on raising aspirations, expectations, achievement and ensuring that the quality of provision continues to improve. Quality procedures are continually reviewed enabling procedures to be refined to ensure that rigorous systems are in place.

A close watch is kept on the College’s finances to ensure that the College is financially sound and future proofs itself for the coming years. The College has an excellent record of financial probity and there have never been any qualifications to accounts. Monitoring of income and expenditure by both management and Governors is very careful, and variances are always investigated.

1. **Summary of Requirement**

The College invites proposals for refurbishment work as set out in Appendix A.

Companies should prepare their proposed response by taking into account all the factors and requirements set out in this Invitation to Tender document. Further details are contained in the Specification attached at Appendix A.

It is anticipated that the improvement and refurbishment programme will incorporate a number of key contracts to upgrade and improve the building fabric. This tender specifically relates to the refurbishment of 3 staircases. In preparing their tender companies should note that:

* The successful company will be required to adopt a flexible and phased approach when planning and implementing the contract delivery plan, to take into account the overall scope and complexity of work being completed on the site and to also coincide with the day to day running of the College.
* The Company Health and Safety Plan should include the recognition that contract implementation might include periods when large numbers of students and staff will be onsite.
* The shortage of available space on the College site restricts the ability to provide significant storage facilities during the contract period.
* Due to limitations, there will be no car parking provision on the College site for the appointed contractor personnel (or subcontractors). However parking is available in the adjoining access roads.

Further details concerning the above will form part of the contract negotiations with the appointed company during the tender process.

1. **Project Timescales**



1. **General Information Requirements**

The following information will enable the College to complete an objective selection process and appoint a suitably qualified and experienced company to complete the works outlined in this tender. Each section must be answered in writing with supporting documentation as necessary.

* 1. Company Structure

Please provide the following information:

* Address of Registered Office
* Address(s) from which the project will be managed if different from the above
* Contact Name
* Telephone and e-mail address
* VAT No
* Bank address holding your account, account number and sort code
* Copy of the last audited accounts
* Have any claims/litigation ever been successfully made against your company? If yes, please provide details.
* Has your company ever had a contract terminated over the last five years? If yes, please provide details.
* Turnover in last three years
* Anticipated turnover in current year
* Employer and Public liability insurance cover to be provided to a level of £5 million
* A copy of the company Health & Safety policy
* A copy of the company Equal Opportunities policy. This is now a statutory requirement for public sector contracts.
  1. Relevant Company Experience

Please provide details of:

* Contracts of a similar nature to this tender (ideally educational) managed in last three years
* Current contracts (similar nature to this tender)
* The system you operate for ensuring Total Quality Management, including responding to client complaints
  1. References

Supply the details of two existing or former clients, ideally working in the education sector, who we can contact for references. Include contact names and addresses, telephone number, e-mail address and a brief description of the contract provided.

1. **Documentation**
   1. The documentation enclosed is as follows:

Appendix A: Tender Work Specification & Costs Proforma

Appendix B: Conditions

Appendix C: Declaration by Supplier

1. **Preparation and Submission of Tender**
   1. Attention is drawn to the Conditions enclosed as Appendix B. Each supplier is asked to ensure that nothing submitted with its application contains or bears printed thereon, terms and conditions or general restrictions which conflict with the requirements prescribed.
   2. The bid should be submitted in a sealed envelope to be received no later than **3 p.m. on 13th May 2015** to:

Karen Wiggins

Director of Finance & Resources

Birkenhead Sixth Form College

Park Road West

Wirral

CH43 8SQ

The envelope should be free from any markings that might indicate who has submitted the bid but should include the wording ‘**Refurbishment of Staircases**’ on the top left hand corner of the envelope.

* 1. Unless stated otherwise, the bid will be assumed to cover all specified services.
  2. Suppliers must complete Appendix C certifying that they have read and understood the documentation supplied.
  3. Submissions received after 3 p.m. on 13th May 2015 will be excluded from the process.
  4. The disclosure of the identity of the supplier on the envelope or packaging may invalidate the bid.
  5. Proof of posting will not be accepted as proof of delivery.
  6. Faxed and emailed bids will not be accepted.
  7. In the event that your organisation decides not to submit a bid, it would assist the College if you could notify the Director of Finance & Resources of this decision and the reason.
  8. All bids including costs will be held to be valid for acceptance for 90 days from the date specified for submission.
  9. All information supplied by the College in connection with this tender shall be treated as confidential.
  10. Contract Pricing

Details of the contract tender price should be submitted on Appendix A.

The schedule should be supported with any design illustrations and/or photographs of previous schemes completed by the company. Any detailed information about the products outlined in the tender should also be included.

The College does not bind itself to accept the services offered by any applicant.

Tenderers should consider the Specification in Appendix A carefully, and, unless stated otherwise, tendered fees will be assumed to cover all specified services.

1. **General Information**
   1. All information provided by the supplier will be treated as strictly confidential.
   2. The College shall not be responsible for the payment of any expenses incurred by any firm in the preparation and submission of proposals.
   3. The College does not bind itself to accept the services offered by any supplier.
   4. Further information regarding the tender process may be obtained from Karen Wiggins, Director of Finance & Resources: [kw@bsfc.ac.uk](mailto:kw@bsfc.ac.uk) or 0151 651 3702. Any information provided by the College will be shared with all bidders to ensure equal treatment throughout the process.
   5. For information about the specification, questions relating to the site or to arrange site visits please contact Alan Smith, Estates Manager: [as@bsfc.ac.uk](mailto:as@bsfc.ac.uk) or 0151 651 3707. Visits to the College site are only allowed with the prior consent of the College.
   6. Whilst cost remains a factor, the College will not necessarily select the cheapest proposal.
   7. After considering the submissions the College may appoint based on the initial information provided or may choose to select one or more preferred bidders to enter into a period of assessment and clarification.

**Appendix A**

**Tender Work Specification Summary & Costs**

|  |  |  |
| --- | --- | --- |
| **No.** | **Scope of Work and Specification** | **Cost in £’s (exclusive of VAT)** |
| 1 | **Staircase 1 (L Corridor)**   * The existing stone staircase is to be clad in timber with hard wearing bull head nosers and stringers. * Encase the existing metal railings in timber * Replace banisters on both sides with ash banisters * Must be compliant with health and safety regulations * Remove glass bricks, stud out and re-plaster on both sides * Make good any damage and dispose of any waste materials offsite |  |
| 2 | **Staircase 2 (F Corridor by F1)**   * The existing stone staircase is to be clad in timber with hard wearing bull head nosers and stringers. * Encase the existing metal railings in timber * Replace banisters on both sides with ash banisters * Must be compliant with health and safety regulations * Make good any damage and dispose of any waste materials offsite |  |
| 3 | **Staircase 3 (F Corridor by F6)**   * The existing stone staircase is to be clad in timber with hard wearing bull head nosers and stringers. * Encase the existing metal railings in timber * Replace banisters on both sides with ash banisters * Must be compliant with health and safety regulations * Make good any damage and dispose of any waste materials offsite |  |
|  | **Total Cost in £’s (excluding VAT)** |  |
|  | **VAT @ 20%** |  |
|  | **Total Cost in £’s (including VAT)**  **Note that costs should be provided for each sub project** |  |

Signature: Date:

For and on behalf of:

Address:

**Appendix B**

**Conditions**

By signing the declaration at Appendix C you are accepting / acknowledging each of the conditions listed in this appendix.

1. **Definition and Scope**

Birkenhead Sixth Form College is inviting bids for refurbishment of staircases. The project is to be completed during the period 10th July and 7th August 2015.

The College expressly reserves the rights:

* To terminate the procurement process at any time;
* To make whatever changes it may see fit to the content and structure of the procurement;
* To award a contract covering part only of the College's requirements;
* To disqualify any firm from the process that canvasses any employee of the College during the procurement process.

In no circumstances will the College be liable for any costs incurred by firm.

The “bidder” is the person, firm or company responding to this tender by submitting a bid for the consideration of Birkenhead Sixth Form College. The successful bidder will be required to work closely with the College to ensure the satisfactory management of any resulting contract.

Bids must be valid for acceptance for a minimum of 90 days from the last date advised for submission. Bidders confirm that their offer will allow for full project completion in accordance with agreed timescales.

The “Supplier(s)” is/are the bidder(s) whose bid is accepted in whole or in part by Birkenhead Sixth Form College and who undertakes to accept orders for goods or services within the terms of the Bid from Birkenhead Sixth Form College.

1. **Quality of Work and Goods / Services Received**

If, in the reasonable view of the College, the standard of work provided by the contractor is of an unsatisfactory quality, the College shall, at its discretion:

* Require the contractor to repeat the work in question to a satisfactory standard at no cost to the College; or
* Arrange for the work to be undertaken by a third party, and pass on the costs of such work to the contractor.
* Quality of goods / service shall be fit for the purpose in compliance with applicable UK law and must meet the standards set out in the final agreed contract.

1. **Pricing**

Any bid offer will be at a fixed price that is contractually binding.

1. **Assignment and Sub-Contracting**

The contractor shall not assign or sub-contract any portion of the contract without the prior written consent of the College. Sub-contracting any part of the contract shall not relieve the contractor of any obligation or duty attributable to it under the contract or these Conditions.

The names and addresses of any subcontractors the bidder proposes to employ throughout the contract term must be supplied with the bid.

1. **Liability Insurance**

It is a requirement of Birkenhead Sixth Form College that any Bidder submitting a Bid for this contract will have in place both Employer and Public Liability Insurance to a minimum value of £5,000,000 per claim and that copies of certificates will be provided with the submission.

1. **Health & Safety**

The health and safety of both students and staff is paramount under this agreement. All bidders under this agreement will provide a written copy of their relevant policies.

1. **Award of Contract**

Birkenhead Sixth Form College intends to notify the successful supplier as soon as possible of the outcome of this process and in sufficient time for the contract to be in place by 10th July 2015. Prospective suppliers must be able to accommodate the smooth operation of this contract from the start date. There will not be a standstill period allocated to this contract award.

1. **Employment Discrimination**

The College prides itself on championing inclusion and promoting diversity. The contractor shall not unlawfully discriminate within the meaning of any relevant legislation or any statutory modification or re-enactment thereof relating to discrimination in employment whether by race, disability, age, gender, religion and belief, sexual orientation or transgender identity. The contractor shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the contractor and all sub-contractors employed in the execution of the contract.

1. **Confidentiality**

The contractor shall not disclose, and shall ensure that its employees do not disclose, any information of a confidential nature obtained by it by reason of this contract, except information which is in the public domain, otherwise than by reason of a breach of this provision.

The provisions of this condition shall apply during the continuance of this contract and after its termination howsoever arising.

1. **Status of Contract**

Nothing in the contract shall have the effect of making the contractor's staff employees of the College.

1. **Freedom of Information**

Please note that the College is classed as a ‘Public Authority’ within the meaning of the Freedom of Information Act 2000. The Act creates a general right of access to information held by public authorities, subject to certain exemptions. Therefore any information you supply to the College may be made available on demand, in accordance with the Freedom of Information Act 2000.

We cannot guarantee that information will not be disclosed in response to Freedom of Information Act requests. However, the Act does provide for certain types of information to be withheld. To enable us to evaluate the information you supply, to establish if it may be exempt, you will need to clearly label information to indicate you would prefer it wasn’t released and give an indication of why e.g. use markings such as ‘confidential’ or ‘commercially sensitive’. Information labelled in this way will be examined in the light of the exemptions provided for in the Act, before a decision to disclose is made.

1. **Governing Law**

These Conditions shall be governed by, and construed in accordance with, UK Law and the contractor hereby irrevocably submits to the jurisdiction of the relevant Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the College to take proceedings against the contractor in any other court of competent jurisdiction.

1. **Bribery Act**

In performing its obligations under this Agreement, the supplier shall comply with the College’s Fraud, Corruption & Bribery Policy and with the United Kingdom Bribery Act 2010.

The College prohibits employees and associated persons from offering, giving, soliciting or accepting any bribe. The bribe might include cash, a gift or other inducement, to or from any person or organisation, wherever they are situated, and irrespective of whether or not they are a public official/body or private person or company, by any individual governor, employee, agent or other person or body acting on the College's behalf. The bribe might be made in order to:

* Gain any commercial, contractual or regulatory advantage for the College in a way which is unethical;
* Gain any personal advantage, pecuniary, or otherwise, for the individual or anyone connected with the individual.

**Appendix C**

**Declaration by Supplier**

**Refurbishment of Staircases**

We the undersigned (Name of Organisation)

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Telephone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Personal Contact**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/we hereby offer to provide the services as specified in this documentation and all attachments.

I/we have read and understood the documents enclosed with Birkenhead Sixth Form College’s tender proposal and we wish to submit a bid according to the completed schedules and other information supplied by us.

We understand that the College is not bound to accept the lowest or any bid in whole or in part and that the College will not be responsible for any expenses incurred in the preparation of this bid.

I/we hereby certify that the information provided in all documentation relating to this bid is accurate to the best of my/our knowledge, and understand that false information could result in the termination of any future contract.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_