



## **Invitation to Tender**

**HDC 133 The Symington Building  
Roof Repairs  
Contract 2016-17**

**Closing Date: 6<sup>th</sup> June 2016 at 09:00 am**

# Contents

<b>Contents</b>	<b>2</b>
<b>Definitions</b>	<b>3</b>
<b>Instructions to Tenderers</b>	<b>4</b>
<b>Schedule 1: Notice of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004</b>	<b>12</b>
<b>Schedule 2 Bond Undertaking</b>	<b>13</b>
<b>Deed of Bond</b>	<b>14</b>

# Definitions

Term	Meaning
<b>'Authorised Officer'</b>	The duly authorised Officer of the Council responsible for any purposes connected with this Invitation to Tender
<b>'Closing Date'</b>	Final date for the return of Tenders.
<b>'The Council'</b>	Harborough District Council
<b>'Invitation to Tender' and 'Tender Documents' and 'ITT'.</b>	As listed and defined at 3.2 below.
<b>'Tenderers'</b>	Anyone responding to this Invitation to Tender.
<b>'The Terms and Conditions of The District of Harborough'</b>	The form of contract will be the Intermediate Building Contract 2011 (IC 2011) published by the Joint Contracts Tribunal (JCT) as amended and further defined within the specification document (Appendix A)..

# Instructions to Tenderers

## 1. General Information

- 1.1 Harborough District Council ('the Council') intends to commission a contractor to provide Roof Covering Replacement and Associated External Works at The Symington Building. The Council anticipates that the appointed contractor will take full responsibility for coordination, management and delivery.
- 1.2 All tenders must be submitted via the Delta eSourcing System. All communication with the Council must also be via the Delta eSourcing System. Tenderers shall not make contact with any other Member, Employee or Agent of the Council in connection with this Invitation to Tender unless otherwise instructed by the Council.
- 1.3 The Council invites Tenders for the provision of the Services ('the Services'), more particularly described in the Specification from providers registered with Constructionline [www.constructionline.co.uk](http://www.constructionline.co.uk). Contact Tim Probert [Tim.Probert@capita.co.uk](mailto:Tim.Probert@capita.co.uk).

Harborough District Council has adopted Constructionline, the certification service for construction-related contractors, consultants and material suppliers to reduce the administrative burden on suppliers wishing to apply for this opportunity.

Please ensure you log-in to your Constructionline profile and confirm the information they hold on your company is accurate and that you are registered for an appropriate lift category and have a £75,000 or above notation value in place. You must do this by 9am on the 3<sup>rd</sup> June 2016 to ensure any changes can be made to your information prior to the closing date of this notice.

Suppliers not registered with Constructionline will be precluded from tendering for provision of the services to be procured through this tender. Suppliers not registered with Constructionline should register in order to tender: please contact Tim Probert [Tim.Probert@capita.co.uk](mailto:Tim.Probert@capita.co.uk). Suppliers will need to start the registration process as soon as possible and ensure that they achieve a fully registered status by 9am on the 6<sup>th</sup> June 2016.

Please note that Constructionline and its representatives are not able to discuss the specific details of this tender and may only assist suppliers in the registration process for Constructionline: all communication regarding the tender must be via the Delta eSourcing System.

- 1.4 In issuing this Invitation to Tender, the Council reserves the right to:
- 1.3.1 not accept any Tender;
  - 1.3.2 accept a Tender in whole or in part;
  - 1.3.3 award a Contract for the whole or part of the Services;
  - 1.3.4 award more than one Contract for the Services.
  - 1.3.5 stop the procurement process at any stage at its sole discretion

- 1.5 The Council will not accept liability for any costs or expenses incurred by Tenderers in preparing or submitting a Tender.
- 1.6 At any time prior to the closing date for the receipt of Tenders, the Council may modify the Invitation to Tender by amendment. In order to give prospective Tenderers reasonable time in which to take the amendment into account, the Council may, at its absolute discretion, extend the Closing Date.
- 1.7 All requests for clarification and further information must be submitted via the Delta eSourcing System and no later than seven calendar days prior to the Closing Date. Tenderers shall not make contact with any other Member, Employee or Agent of the Council in connection with this Invitation to Tender unless otherwise instructed by the Council.
- 1.8 Access to the site is by arrangement; please submit any requests to visit via the Delta eSourcing system.
- 1.9 All questions raised during site visits must be submitted via the Delta eSourcing system following the site visit so that all tenderers are party to the same information.
- 1.10 No payment will be made for work involved in preparing or submitting Tenders unless expressly stated in the Tender Documents.
- 1.11 The Council does not undertake to buy a minimum quantity, volume or amount under any contract awarded as a result of this tender.

## **2. Preparation of Tenders**

- 2.1 Tenders must be submitted for the whole of the Services. Tenders for only part may be rejected.
- 2.2 Tenderers must complete their Tender in full. Incomplete Tenders may be rejected. All Schedules must be dated and signed by a duly authorised representative of the Tenderer.
- 2.3 The Services must at a minimum comply with the technical specifications and/or standards detailed in the Specification, Conditions of Contract and Special Conditions of Contract.
- 2.4 Alternative Method Tenders (“options” or “variant bids”) will be considered; see Appendix A 510. Alternative Method Tenders should be described in the Method statement at 1.4.2 in the Delta Questionnaire.
- 2.5 Whilst every endeavour has been made to give Tenderers an accurate description of the Council’s requirements, Tenderers must form their own conclusions as to what is necessary to meet those requirements. Before submitting a Tender, Tenderers shall be deemed to have satisfied themselves as to the accuracy and sufficiency of the prices/rates stated in their Tenders and to have obtained for themselves all necessary information as to the risks, contingencies and any other circumstances which might reasonably influence or affect their Tenders.

- 2.6 Tenderers must indicate in their Tender whether it is proposed to sub-contract any element or elements of the Contract and identify those element/s. The Terms and Conditions of The District of Harborough shall apply to sub-contractors.
- 2.7 The Council wishes to encourage the employment of local sub-contractors and support for the local supply chain where possible and welcomes any proposals by tenderers to maximise the benefits of the contracted works to the local economy.
- 2.8 In submitting a Tender, it is understood that the Terms and Conditions of The Harborough District Council shall prevail in relation to the provision of the Services. The Terms and Conditions are as defined above.
- 2.9 No terms and conditions shall be attached to Tenders that conflict with those of the Council. Any queries concerning the Council's Terms and Conditions should be raised with the Authorised Officer via the Delta E-Sourcing system prior to Tender submission.
- 2.10 The successful Tenderer may be required to provide a performance bond in the maximum sum of £30,000. The Bond Undertaking included in this Invitation to Tender must be completed and executed by a reputable bank, insurance company or other financial institution.
- 2.11 All information supplied by the Council in connection with this Invitation to Tender shall be treated by Tenderers as confidential, and may only be disclosed for the purpose of obtaining insurance premium and/or other quotations necessary for the preparation of their Tender.
- 2.12 The Tender Documents are and shall remain the property of the Council and, save for the purposes of preparing and submitting a Tender, must not be copied or reproduced in whole or in part or used for any purpose other than in connection with this Invitation to Tender.
- 2.13 No alterations should be made to any Tender Document, except where expressly permitted.
- 2.14 All prices/rates shall be entered in the Price Schedule and be quoted in Pounds Sterling exclusive of Value Added Tax.
- 2.15 All Tenders shall be submitted in English.

### 3. Submission of Tenders

3.1 Tenders shall be returned by no later than **09:00 am on 6<sup>th</sup> June 2016** ('the Closing Date'). Tenders submitted after this time will be rejected.

3.2 Tenders, including all applicable documents detailed below, shall be uploaded by the tenderer to the Delta eSourcing system by the tender return time and date. Electronic signatures are acceptable. Tenderers are deemed to have signed and dated documents in submitting via the Delta system: the Council may require signature of any documents at a later date.

Document	Action
ITT Instructions to Tenderers. ITT Schedule 1: Notice of the Freedom of Information Act 2000 and The Environmental Information Regulations 2004 ITT Schedule 2: Bond Undertaking.	Schedules 1 and 2 to be completed and returned as part of the Tender submission. Tenders are deemed to have been dated and signed by a duly authorised representative of the Tenderer when submitted via the Delta system.
Appendix A Specification	Method statements and responses to be uploaded via the Delta system.
Appendix A Specification Section 3: Schedule of Works Section 4: Summary of Tender Section 5: Form of Tender Certificate as to Collusive Tendering and Canvassing Certificate of Competence	Sections 3, 4 and 5 to be completed and uploaded via the Delta system.  Tenders are deemed to have been dated and signed by a duly authorised representative of the Tenderer when submitted via the Delta system.
Appendix B Pre-Construction Information 13052016	For reference when submitting tender.
Appendices C- I inclusive: technical information, plans and photographs	For reference when submitting tender.

3.3 Tenderers should ensure that the company or person/s responsible for submitting their Tender are made aware of the instructions set out in paragraphs 3.1 and 3.2.

3.4 Tenders submitted in accordance with paragraphs 3.1 and 3.2 may be modified prior to the Closing Date by the Tenderer by submitting additional documentation or advice as how the tender has been amended since submission. Additional submission must be submitted in accordance with paragraph 3.1 and 3.2 No Tender may be modified subsequent to the closing date, except in accordance with paragraph 4.3.

- 3.5 Tenderers may withdraw their Tender at any time prior to the Closing Date; tenderers may withdraw their Tender after the Closing Date and prior to accepting any award of Contract resulting from this Invitation to Tender, only in the event of the emergence of material facts that indicate that the tender would not be economically viable or sustainable in other respects and only with the consent of the Council. The notice to withdraw the Tender must be in writing and sent to the Council's Authorised Officer via the Delta E-Sourcing system.
- 3.6 Tenderers are required to submit their tenders via the Delta E-Sourcing system.
- 3.7 The Council requests that Tenderers do not include with their Tender any extraneous information that has not been specifically requested in the Invitation to Tender, such as sales literature and brochures.
- 3.8 Tenders shall remain open for acceptance for a minimum of 180 calendar days from the Closing Date subject to the provision of paragraph 3.5 above.

#### **4. Evaluation of Tenders**

- 4.1 The Council may, at its absolute discretion, refrain from considering any Tender if:
  - 4.1.1 the Tenderer fails to comply fully with any of the requirements or instructions set out in the Tender Documents or is guilty of a serious misrepresentation in relation to their Tender or in supplying any information requested in the Tender Documents; or
  - 4.1.2 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer; or
  - 4.1.3 the Council deems the Tender to have been priced abnormally low.
- 4.2 Tenders must be bona fide and competitive. The Council shall treat as ineligible for the award of a Contract any Tenderer found to be in breach of any of the undertakings referred to in Schedule 2 (Certificate as to Collusive Tendering and Canvassing).
- 4.3 If during the evaluation of a Tender a suspected error or discrepancy is discovered which may affect the Tender price, the Tenderer shall be given details of the suspected error or discrepancy and, at the Council's discretion, be given the opportunity to—
  - 4.3.1 amend the Tender to correct the error/discrepancy; or
  - 4.3.2 confirm the original price; or
  - 4.3.3 withdraw the Tender.
- 4.4 Tenders must comply with the requirements of the Invitation to Tender. The Council may, at its discretion, disqualify any tender that fails to comply with the requirements of this Invitation to Tender.

#### **4.5 Tender Assessment**

Tenders will be evaluated to determine the Most Economically Advantageous Tender, taking into consideration the following award criteria:



Criteria	Weighting
<b>Price evaluation : [60%], broken down as—</b>	
Tendered cost for the works as Pricing Schedule A1	60%
<b>Quality evaluation: [40%], broken down as—</b>	
Tenderer's submitted documentation and response via the Delta sSystem relating to their financial and technical ability to deliver the project as specified.	40%

### Quality Evaluation:

Quality evaluation of the tenderers' submitted documents and supported documentation will be based on the criteria set out in the Quality Information document.

Each question will be scored using criteria set out in the table below.

Score	Rating	Criteria for Awarding Score
0-9	Unacceptable	Totally fails to meet any of the requirements or fails to provide a response.
10-19	Unsatisfactory	Fails to meet most of the Employer's requirements and casts serious doubt about the bidders understanding or the requirements.
20-29	Very Weak	Fails to meet some of the Employer's requirements
30-39	Weak	Falls moderately short of meeting the Employer's requirements
40-49	Poor	Falls slightly short of meeting the Employer's requirements
50-59	Less than Satisfactory	Meets the Employer's requirements but some concerns and/or inference has had to be made by evaluator as some points in key areas not fully demonstrated / evidenced
60-69	Acceptable	Satisfactorily meets the Employer's requirements and is supported by clear evidence
70-79	Good	Slightly exceeds requirements <u>to</u> bring <b>some</b> added value / benefit to Employer.
80-89	Very Good	Exceeds requirements <u>to</u> bring <b>moderate</b> added value / benefit to the Employer
90-99	Outstanding	Considerably exceeds requirements <u>to</u> bring <b>significant</b> added value / benefit to Employer
100	Exceptional	Perfect Model submission significantly exceeding requirements in all respects <u>to</u> bring <b>very significant</b> added value / benefit to Employer

### Price Evaluation

The provider offering the lowest total price will score 60 marks. Other providers' scores will be calculated by determining the percentage by which the price exceeds the lowest and deducting this from the maximum score. So, if the lowest price is £80,000, that provider scores 60; a provider quoting a price of £120,000 would score 30 points (60-50% of 60), a provider quoting £160,000 would score

0 points (60-100% of 60), and so on. N.B. providers may score a negative (-) figure if their price is more than twice the lowest.

The total value of scoring for price will be 60% of the total tender score.

- 4.6 Acceptance of a Tender by the Council shall be communicated via the Delta E-sourcing system to the successful Tenderer. The Council shall subsequently observe a standstill period of 10 days, prior to entering into a Contract with the successful Tenderer.
- 4.7 All unsuccessful Tenderers shall receive notification of the Council's decision and of the date on which the standstill period will end via the Delta E-sourcing system. Information provided to unsuccessful tenderers will be as defined by the Public Contracts Regulations 2015.
- 4.8 The Council reserves the right, at its absolute discretion, to extend the standstill period, **if this is applicable**, until any representations from unsuccessful tenderers have been fully considered and concluded and to alter its award decision or terminate entirely the award procedure at such time.

**NOTE REGARDING SIGNATURE OF SCHEDULES AND BOND**

**N.B. In submitting a tender via the Delta E-sourcing system, the tenderer is deemed to have signed the documents indicated below**

**The Council will require tenderers to provide duly signed copies of these documents at a subsequent date.**

# **Schedule 1: Notice of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004**

## **HDC 133 The Symington Building Roof Repairs Contract 2016-17 Closing Date: 6<sup>th</sup> June 2016 at 09:00 am**

Harborough District Council is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000 ('the Act') and The Environmental Information Regulations 2004 ('the EIR').

The Act and the EIR make provision for information held by public bodies (including local authorities) to be made available to the public upon request. Consequently, upon the Council receiving a request from a member of the public to release information in its possession, it must comply with the request unless it is able to apply to it one of the limited exemptions available under the Act and the EIR.

Such a request could relate to your Tender. The Council may therefore have a statutory duty to release all or part of the contents of your Tender to a third party.

If you consider that any information included in your Tender is commercially sensitive (meaning it could reasonably cause prejudice if disclosed to a third party), it should be clearly marked as "Not for disclosure to third parties", along with valid reasons in support of the information being exempt from disclosure under the Act and the EIR and any time limits that may be applicable to its non-disclosure.

It should be noted that even if certain information is indicated to be not for disclosure, the Council may still be required to release it if a request for its disclosure is received. The Council shall be entitled to determine, at its absolute discretion, whether any such information is exempt from the Act and/or the EIR or should be released in response to a request for its disclosure. It should be noted that the Council may also be required to disclose details of unsuccessful Tenders.

I/We, the undersigned, hereby confirm that I/We acknowledge and accept the provisions of The Freedom of Information Act 2000 and The Environmental Information Regulations 2004 and how they apply to My/Our Tender.

Signature:

Name:

For and on behalf of (company/organisation):

Position held:

Date:

## Schedule 2: Bond Undertaking

### HDC 133 The Symington Building Roof Repairs Contract 2016-17

**Closing Date: 6<sup>th</sup> June 2016 at 09:00 am**

From: [Insert full company name and address]:

To: Harborough District Council  
The Symington Building  
Adam and Eve Street  
Market Harborough  
Leicestershire  
LE16 7AG

Re: Bond Undertaking relating to Contract for works to repair the roof of The Symington Building

We, [bank/insurance company name], of [bank/insurance company address], hereby undertake that in the event of [Tenderer name] being engaged by you to perform the above named Services, we shall forthwith upon request properly execute and deliver to you a Deed of Bond in the form attached hereto.

Dated: [insert date]

Signed: .....  
on behalf of [bank/Insurance company name], acting by [names of the Director and the Company Secretary or in the alternative of two Directors] of [Tenderer name].

# Deed of Bond

This Deed of Bond is made on [date].

Between—

1. [Bank/insurance company name], Company Registration Number [Company Registration Number] of [Registered Office Address] ('the Surety'); and
2. [Tenderer name] ('the Contractor')

Whereas—

- a) Harborough District Council ('the Council') and [Tenderer name] ('the Contractor') have entered into a Contract for the full replacement of Lift No.1 The Symington Building ('the Contract') of [date], whereby the Contractor shall provide the Services on the terms and conditions contained in the documentation issued by the Council ('the Contract'); and
- b) Pursuant to an undertaking given by the Surety to the Council on [insert date of execution by Surety] the Surety has agreed to enter into a Bond on the following terms and conditions—
  - i. The Surety irrevocably undertakes to pay forthwith to the Council the sums demanded by the Council which are unpaid by the Contractor in any of the circumstances set out in paragraphs (a), (b), (c) or (d) below—
    - a) the Contractor fails to perform or observe any term or condition of the Contract required to be performed or observed; or
    - b) if any sums are due and owing to the Council by the Contractor, pursuant to any term/s or condition/s of the Contract, including without limitation, liquidated damages, the value of any indemnity given by the Contractor and the value of any judgement and/or award and or costs order given or made by any court of competent jurisdiction or arbitrator, and there is any default or failure in any payment of such sums on its due date together with all costs and expenses which the Council or its agents may incur in enforcing this Bond; or
    - c) all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by the Council by reason of any default on the part of the Contractor in performing and observing the terms and conditions of the Contract and including without limitation such costs and expenses as may be incurred as a result of a third party providing all or any part of the Services (as defined by the Contract) together with all costs and expenses which the Council or its agents may incur in enforcing this Bond; or
    - d) the occurrence of any of the events entitling the Council to terminate the Contract set out in the Conditions of Contract.

- ii. Provided that the Council supplies the Surety with a Certificate of the Contractor's failure or event of default signed by the Council's Authorised Officer for the time being and all payments made under this Bond shall not exceed in aggregate the sum of £30,000.00.
- iii. The Surety acknowledges that no alteration to the Contract made by agreement between the Council and the Contractor or any variation to the extent or nature of the Services to be performed and no indulgence, forbearance or delay or failure in respect of any matter or thing concerning the Contract on the part of the Council or of the Authorised Officer shall in any way release the Surety from any liability under this Bond.
- iv. Any demands made by the Council under this Bond shall be sent to the Surety at the address set out above or such other address as may be notified by the Surety to the Council. Such demand shall be deemed to have been made to and received by the Surety if sent by mail on the day after the date of posting.
- v. This Bond shall operate without prejudice to any other guarantee, undertaking, security or other obligations given or owing to the Council in respect of sums due or liabilities arising pursuant to the terms of the Contract.
- vi. Within one month of the service by the Council on the Surety of the Notice as set out in Clause 3 above the Surety shall pay to the Council the full amount of the Bond sum referred to in Clause (ii) above.
- vii. This Bond shall continue in force for so long as the Contract shall remain in force and for a further six month period thereafter.
- viii. The laws of England and Wales shall apply to this Bond.

IN WITNESS whereof this Bond has been executed as the Deed on the date set out above.

THE COMMON SEAL of )  
 [ ] )  
 was hereunto affixed in the presence of:- )

Director

Director/Secretary

or

SIGNED AS A DEED by )  
 [ ] )  
 [Bank/Insurance Company] )  
 acting by a Director and its Secretary )  
 or in the alternative by two Directors )