



Southampton City Council

LIFT REPLACEMENTS & ASSOCIATED WORKS

(ALBION, REDBRIDGE & SHIRLEY TOWERS, SOUTHAMPTON)

INVITATION TO TENDER

(with Instructions to Bidders)

Procurement Services

Last updated: 21st February 2019

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1. SUMMARY INSTRUCTIONS (AND CONTRACT DETAILS)

ITEM	DETAILS
Contract Description:	<p>This bidding opportunity is for the replacement of 2 No aging lifts within each of three Southampton City Council Tower Blocks - Albion Towers, Redbridge Towers & Shirley Towers; together with all associated works which will include the design, all associated electrical works, all necessary builders work and asbestos removal (as required).</p> <p>The successful Contractor will also be expected to assume the role of Principal Contractor under the CDM Regulations 2015 and will be responsible for all necessary resident liaison .</p> <p>In addition the successful Contractor will also be required to enter into a service contract for the new lift installations.</p> <p>Invitations are sought from either management contractors where the lift supply and installation element is subcontracted or from lift manufacturers and installers with building contractor support.</p>
Form of Contract:	The contract is to be awarded under the JCT Intermediate Building Contract with Contractors Design (ICD) 2011 edition; with Amendment No 1 (issued 2015) and SCC minor amendments.
Anticipated Value:	Within range:- £2.5M - £3M
Minimum Insurance Requirements:	<p>Employers Liability - £10m (limit of liability any one event).</p> <p>Public/Products Liability - £10m (limit of liability any one event).</p> <p>Professional Indemnity - £2m (limit of liability in the annual aggregate).</p>
Contract Period:	100 weeks; with staged completions as detailed within the Contract Preliminaries (Section 1).
Contact:	Any queries and clarifications must be raised through the Curtis Fitch E-procurement portal messaging function.
Submission instructions:	Bids must be submitted via the Curtis Fitch portal at: https://supplysouthampton.esourcingportal.com/index.cfm by the due date and time.
	This shall include completing the On-line Portal Registration Details & Standard Questionnaire in full.
	Failure to do so may cause a tender to be non-compliant and consequently may not considered any further.

Bid Submission Documents to comprise:	1. Cost Submission / Contract Sum Analysis (Section 4.0) 2. Project Specific Service Quality Questionnaire (Section 5.0) (with Form of Declaration) 3. Form of Tender (Section 6.0) All relevant supporting documentation.
	Failure to provide all of the items in the checklist may cause a tender to be non-compliant and consequently may not be considered any further.

2. TIMETABLE

This timetable is indicative only. Southampton City Council (“the Council”) reserves the right to change it at its discretion.

Stage	Dates/Time
Dispatch Date for Invitations to Tender (ITT):	10/04/2019
Due Date for Receipt of Tenders:	22/05/2019
Evaluation of Responses:	13/06/2019
Notification of Tender Evaluation Result:	23/09/2019
Planned Contract Commencement Date:	25/11/2019

3. PROCUREMENT PROCESS

Preambles

- 3.1. This procurement process is being conducted as an Open competition, advertised through both OJEU and Contracts Finder, and administered through Southampton City Council's Curtis Fitch e-sourcing portal.
- 3.2. This Invitation to Tender ("ITT") is made available by the Council to all those companies interested in tendering for the works described in the Contract Description above, their professional advisers and other parties essential to preparing their tender and for no other purpose.
- 3.3. Please note that the Council's responses to any queries or clarification requests will, subject to there being a confidentiality issue that cannot be resolved, be circulated to all bidders.
- 3.4. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue, or amend any aspect of the ITT or any other document issued with this ITT as may be required. All such further documentation that may be issued shall be deemed to form part of the ITT package (or associated document as the case may be) and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 3.5. The tender must be received in accordance with the relevant instructions by no later than the time and date indicated in the e-Sourcing portal.

Tender Submission Requirements

- 3.6. You MUST submit your tender using the e-Sourcing solution hosted by Curtis Fitch at <https://supplysouthampton.esourcingportal.com/index.cfm> in accordance with all the information and instructions provided.
- 3.7. Except in very exceptional circumstances and with the express consent of the Council, no information will be accepted if received by the Council in support of your tender by any means other than this electronic process. Any information received by such any other means will not be opened or read and will be disposed of as confidential waste.
- 3.8. Accordingly, hard copy documents will not be accepted and supporting information should only be uploaded where indicated on the e-Sourcing platform as an 'Attachment'.
- 3.9. Tenders must be written in the English language in 12pt Arial, single spacing.

- 3.10. The Tender must not be qualified in any way and must comply with all requirements of this ITT and in particular the Specification, Drawings and Contract.
- 3.11. Bidders must comply with any word count or page restrictions as identified in the Service Quality questions (in [Section 5](#)); plus any questions built into the e-Sourcing platform.
- 3.12. The bidder's full name (whether that be its registered name or its business name) must be provided on all documents.

Formation of Contract

- 3.13. In submitting a tender, bidders undertake that in the event of their tender being selected by the Council as the preferred tender following evaluation, they may, within 14 days of being called upon so to do by the Council, be required to execute a formal Contract as a deed and until such date as the Contract is executed there is no legally binding relationship in respect of the works to be assumed between the Council and the bidder.
- 3.14. Any resulting Contract will consist of the Contract terms, the Specification (including technical appendices) and the successful bidder's tender (both qualitative and financial elements).
- 3.15. The Council will not enter into any negotiations on the content of any tender or Contract.
- 3.16. Any Contract award will be conditional on:-
- 3.16.1. The bidder evidencing any items of 'self-certification' made in their Selection Questionnaire response regarding insurance, equality, environmental management and health and safety.
 - 3.16.2. The Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed. A minimum standstill period of 10 calendar days shall be allowed to elapse before any resulting Contract between the Council and the successful bidder may be entered into.

4. EVALUATION PROCESS

Introduction

- 4.1. Each tender will be checked initially for compliance with all of the requirements of this ITT (as specified within this suite of documents). If a tender does not include responses to all specified price and quality matters it shall be rejected.

Establishing the Most Economically Advantageous Tender

- 4.2. Tenders that still meet the requirements of the pre-qualification stage will then be evaluated to determine the **most economically advantageous tender** by applying the following award criteria:-

- 4.2.1. Price criteria will form **60%** of the overall evaluation.
- 4.2.2. Quality criteria will form **40%** of the overall evaluation.
- 4.2.3. The above 'final evaluated' values shall then be added together to give the total overall score for the evaluation.
- 4.2.4. Tender bids shall be ranked according to the overall scores achieved.
- 4.2.5. Contract Award Strategy:-

The tender with the highest final overall score (when all elements of the evaluation of the tenders have been completed **and** where having met all stated qualifying criteria) will be deemed to be the most economically advantageous tender.

Generally

- 4.3. The evaluation process will be carried out by the Council and comments and each evaluation panel member's scores will be reviewed collectively by an evaluation board in order to reach an agreed, conclusive, final score.
- 4.4. During the evaluation period, the Council reserves the right to seek clarification in writing from any or all of the bidders, to assist in the consideration of Tenders. The Council reserves the right to issue clarifications to all bidders throughout the process, and will do so in a way which treats all bidders equally. In certain circumstances bidders may be invited to attend a clarification meeting to respond to queries on key issues in their submission. The responses provided will be taken into account as part of the quality evaluation.

5. EVALUATION OF PRICE

- 5.1 Each Price evaluation will be based on the full set of costs set out in the Cost Submission / Contract Sum Analysis ([Section 4](#)) and shall be carried forward to the Form of Tender.
- 5.2 To compare the prices across the range of tenders, the lowest overall price will be given 100%. The other scores are calculated as a percentage of the lowest price to give a normalised score, i.e.

$$\text{Individual bidder's score} = \frac{\text{Lowest Price}}{\text{Individual Tendered Price}} \times 100 \text{ (x 60\%)}$$

This ensures that all results are comparable on the same (percentage) basis.

6. EVALUATION OF SERVICE QUALITY (TECHNICAL & PROFESSIONAL ABILITY)

- 6.1 The project specific service quality criteria and questions to be answered by the bidders, the assessment weightings, and the detail as to how each question shall be scored are all shown in full within the Project Specific Service Quality Questionnaire document ([Section 5](#)). In preparing answers, bidders must have regard to all of the requirements detailed within this suite of ITT documentation.
- 6.2 All Service Quality Questions, plus any questions built into the e-Sourcing platform, must be answered. Please clearly identify which question you are answering by using the relevant heading and question identifier used in the Service Quality Questionnaire document. The information provided in your answers to the questions will be evaluated as your quality submission.
- 6.3 To be compliant, the Service Quality element of the bid must achieve a minimum score of 60% (of the available 40%) in order to be a compliant tender.

7. TUPE

- 7.1 There are no Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) implications arising through this procurement.

8. SUPPLEMENTARY INFORMATION

Tender Information

- 8.1 All information supplied by the Council in connection with this ITT shall be regarded as confidential by you except that such information may be disclosed for the purposes of obtaining sureties and quotations necessary for the preparation of the Tender.
- 8.2 The Tender Documents are and shall remain the property of the Council and must be returned upon demand. Copyright in all the Tender Documents shall remain vested in the Council.
- 8.3 You shall not make any copies of the whole or any part of the Tender Documents (other than for obtaining sureties or quotations as aforesaid) except with the prior consent of the Council. Under no circumstances shall the documentation or copies thereof be shown to any third person without the prior written consent of the Council.

Basis of Tenders

- 8.4 The Council will not pay any costs or expenses incurred by tenderers in the preparation of their submissions.
- 8.5 The deletion, amendment or substitution by you of any term, clause, item, statement or quantity contained in any of the Tender documents is not permitted (unless specifically stated) and will cause the Tender to be disqualified. You shall not substitute the Council's Contract terms and conditions or any part thereof with your own standard terms and conditions.
- 8.6 In the event of errors being identified within the Tender, you will be given the opportunity to confirm the offer, or amend it to correct genuine errors; all in accordance with JCT Tendering 2017 Practice Note, Alternative 2.

Prices

- 8.7 All quoted prices shall be fixed and *exclude* Value Added Tax.

Canvassing

- 8.8 Any tenderer who directly or indirectly canvasses any member or official of the Council concerning the award of the Tender or who directly or indirectly obtains or attempts to obtain information from such member or official concerning any other Tender or proposed Tender will be disqualified.

Collusive Tendering

- 8.9 The Council is well aware of the temptations for tenderers of collusive behaviour and the formation of cartels. Any suspicions of such activity shall be brought to the attention of the Office of Fair Trading under the Competition Act and any firms found not to comply with the Act shall not be permitted to tender for Council contracts.

- 8.10 Any tenderer who: -

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangement with any other person, or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for Insurance).
- c) Enters into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted, or
- d) 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 Tender or proposed Tender for the Services any act or omission, shall (without prejudice to any other civil remedies available to the Council and without prejudice to any Criminal Liability which such conduct by a tenderer may attract) be disqualified.

Tender Submission Requirements (Supplementary)

- 8.11 It is essential that all sections of the enclosed documents are properly completed and returned with your tender along with any additional documentation which is requested or which you consider necessary to support your tender. Failure to follow this requirement may result in your company's tender being disqualified.

- 8.12 Please also note that the documents and other information submitted together with any information previously submitted will together form your company's bid, unless the Council is advised otherwise in respect of any part of the bid. The Council reserves the right to disqualify a tenderer (or to terminate the Contract) if any material misrepresentation is made in any of these documents and other information submitted by your company or you do not inform the Council of any change in circumstances.
- 8.13 Your response must be submitted by the closing deadline. You will still be able to review your responses after you have submitted them, and you can still edit and 're-submit' whilst the tender remains live.
- 8.14 The Form of Tender must be signed as follows and you shall produce immediately upon request by the Council documentary evidence of any authorisation for signature on its behalf in this matter:-
- (a) if you are a sole trader, as that sole trader; or
 - (b) if you are in a partnership, by two duly authorised partners; or
 - (c) if you are a company, by two directors or by a director and the Company Secretary, such persons being duly authorised for that purpose.
- 8.15 The Council may in its absolute discretion refrain from considering any Form of Tender if:-
- (a) it is not in accordance with the 'Instructions to Bidders' and all other provisions of this Invitation to Tender; or
 - (b) if you make or attempt to make any variation or alteration to the terms of the Form of Tender, except where a variation or alteration is expressly invited or permitted by the Council in writing; or
 - (c) it is incomplete or incorrectly completed.

Data Protection Act 1998 / GDPR 2016

- 8.16 Potential bidders should note that some of the documentation included in this bidding pack and/or information provided to deliver the contract, may include personal data under the Data Protection Act 1998. All obligations under the Data Protection Act 1998, as amended from time to time, or as superseded by the General Data Protection Regulations 2016, or as otherwise superseded or amended by any subsequent statute, statutory provision or subordinate legislation **must not** place Southampton City Council in breach of its obligations under Data Protection legislation through the disclosure of such personal data.

Requests for Additional Information / Clarification of Documentation

- 8.17 You should seek to clarify any points of doubt or difficulty with the Council via the Curtis Fitch e-messaging tool. This includes any documentation you are unable to download via the Southampton City Council internet website, and links contained within the Tender Documents.
- 8.18 Written replies only will be provided to all such enquiries and any additional points of clarification or information contained therein will be circulated to all prospective Tenderers. Any answers to questions and advice or other information is given as general guidance and you have in terms of the Contract an unqualified responsibility to determine the full extent of the Contract and the resource obligations and the risk, prices or payments submitted in the Form of Tender have upon you.
- 8.19 The Council will make all relevant subsequent information available to all parties.

Warranties

- 8.20 In submitting the Form of Tender, you warrant and undertake to the Council that:-
- (a) you have complied in all respects with the Instructions to Tender and
 - (b) all information, representations, facts and other matters communicated to the Council by you (whether or not in writing) in connection with the your Form of Tender, are true, complete and accurate in all respects; and
 - (c) you have not submitted a Form of Tender or entered into the Contract solely in reliance upon any representation or statement (whether made orally, in writing or otherwise) which may have been made by the Council; and
 - (d) you have full powers and authority to enter into a contract and carry out the required services; and
 - (e) you are of sound financial standing and have sufficient Staff and all necessary resources available to carry out the required services in accordance with the contract; and
 - (f) you will make available to the Council copies of your audited accounts within thirty days of the formal adoption of such accounts.

Period of Validity

- 8.21 Tenders shall remain open for acceptance by the Council for a period of ninety (90) days from the closing date for receipt of Tenders.

Acceptance of Tender

- 8.22 The Council are under no obligation to appoint any contractors through this process .

Formal Agreement and Contract Conditions

- 8.23 The Tenders, where accepted, will be subject to a formal Contract prepared by the Council's Head of Legal Services.

Contract Formalities and Sealing

- 8.24 In submitting your Tender, you undertake that in the event of your Tender being accepted by the Council, you will within 14 days of being called upon to do so by the Council execute a formal Contract as a deed under the seal consisting of the Contract Documents and until such date as the Contract is executed there is no legal relationship to be assumed between the Council and you. The Council reserves the right to make changes of a drafting nature to the Contract Documents and such minor changes will be accepted by the Service Provider without reservation.

Freedom of Information

- 8.25 The Council undertakes to use reasonable endeavours to hold confidential any information provided in the proposal submitted, subject to the Council's obligations under law, including the Freedom of Information Act 2000. If the applicant considers that any of the information submitted in the proposal should not be disclosed because of its sensitivity then this should be stated with the reason for considering it sensitive. The Council will then consider the sensitivity statement before replying to any request received under the Freedom of Information Act 2000.

Bond

- 8.26 Tenderers may be required to provide a Bond and/or Parent Company Guarantee in accordance with the provisions set out in the Form of Contract Guarantee Bond/Form of Parent Company Guarantee. These must be priced accordingly if applicable (see Section 1 - Preliminaries). If so requested by the Council the Bond shall be 10% of the annual contract value and held for the duration of the contract. The Contractor shall be required to find, to the approval of the Council, an Assurance Guarantee Company or Bank which is prepared to be jointly and severally bound with him in a sum amounting to 10% of the price of this contract conditioned for the due fulfilment of the Conditions of Contract.
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