

1 Introduction

1.1 Background

1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998. The Council's services are divided between four directories, Corporate Services, Adult Social Care and Health, Environment, Culture and Communities and Children, Young People and Learning.

1.2 Outline Requirement

1.2.1 The expansion project consists of the demolition of the existing nursery block and the construction of three new reception classrooms, a nursery classroom and a further eight classrooms to bring the school up to 3FE in all year groups.

The new build elements will be of traditional construction with new aluminium windows and doors and external Trespa cladding panels. New roof lights will be cut into the existing flat roof with mechanical and electrical services being reconfigured to suit the new internal layout and extended to the new build areas.

1.2.2 This contract is for the design development and detailed design, construction, fitting out and commissioning and completion of the works together with associated services and external works.

1.3 Project Schedule

The following is the proposed timetable for the procurement and implementation of the Owlsmoor Expansion Project

Issue Invitation to Tender	
Receive Response from Tenderers	
Limited Value Letter of Intent	
Contract Award	
Start on Site	
Handover	

2 Instructions to Tenderers

2.1 General Instructions

- 2.1.1 If you intend to tender for the provision of Owlsmoor Expansion to the Council, please read the following instructions carefully and prepare your tender accordingly.
- 2.1.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.1.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 2.1.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 2.1.5 Clarifications of the invitation to tender documents must be made **in writing** by either email or letter to the following:

NOTE: **Completed tenders should not be returned to this e-mail** as they need to remain un-read until the closing date. Completed tenders are returned to the Tender Box email.

- 2.1.6 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than 5 days prior to the tender return date.
- 2.1.7 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.1.8 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.
- 2.1.9 All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

2.2 Tender Response

- 2.2.1 Please submit your quotation by email to Tender.Box@Bracknell-Forest.gov.uk.
- 2.2.2 Emails larger than 30Mb will be held by ICT pending manual release and emails above 50Mb will be rejected. For this reason, we recommended that you split into separate emails below 30Mb, clearly marked as 1 of 3, 2 of 3, etc., in the subject. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be automatically rejected. We are unable to accept quotations on USB stick.

2.2.3 Your tender must be divided into two sections and contain the information called for in each section below:

The **commercial** section should include:-

- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule
- Conditions of Contract Compliance Statement
- The completed Schedule of Reserved Information
- The Form of Tender statement completed, signed and dated

The **technical** section should include:

- Contractor Quality Review Questionnaire

- 1. Method Statements
- 2. Programme
- 3. Cost Savings
- 4. Risk Management
- 5. Partnership and Communication
- 6. Innovation
- 7. Environmental
- 8. Health & Safety
- 9. Personnel & Use of Sub-Contractors

- Specification Compliance
- Proposed Construction Programme
- Tender Checklist should be completed and comments added if required.

No pricing should be included in the technical section.

2.2.4 The Council has indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.

2.2.5 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.

2.2.6 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.

2.2.7 All pricing should be stated exclusive of VAT.

2.2.8 Tenders shall remain open for an initial acceptance for a minimum of 112 calendar days, although the Council may ask you to extend of the period of validity.

2.3 Submission of Tenders

- 2.3.1 The original, signed, tender must be returned by no later than
- 2.3.2 Please address to:

By e-mail to Tender.Box@Bracknell-Forsest.gov.uk ; ensure that you include Owlsmoor Expansion in the subject of the e-mail.

2.4 Tender Decline

If you decide not to respond to this ITT, please let the contact in Section 2.1.5 know in writing as soon as possible, giving a brief reason(s).

2.5 Evaluation of Tenders

- 2.5.1 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.
- 2.5.2 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.
- 2.5.3 The contract will be awarded on the basis of the most economically advantageous offer having regard to:
- 2.5.4 The **Total Cost** of the preliminaries, enabling works, supply and construction of the works (**60%** of the total score)
- 2.5.5 The **Quality** of the solution in terms of functionality and infrastructure (**40%** of the total score) takes into account your reponse to the Contractor Quality Review Questionnaire.
- 2.5.6 The **Total Cost** score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 30(6) of the Public Contracts Regulations 2006) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.
- 2.5.7 The headline **Quality** evaluation criteria are as follows:-

Criteria	Marks	Applicable Document(s) & Section(s)
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1. Method Statements	25	
2. Programme	20	
3. Risk Management	10	
4. Partnership and Communication	5	
5. Innovation - Cost	5	
6. Innovation - Programme	5	
7. Innovation - Quality	5	
8. Environmental	5	
9. Health & Safety	10	
10. Personnel & Use of Sub-Contractors	10	
Total	100	

- 2.5.8 The evaluation spreadsheet which details any **sub-criteria** and formulae used is attached
- 2.5.9 The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- 2.5.10 You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

2.6 Alternative Offers

- 2.6.1 Alternative offers will only be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements specified in the Invitation to Tender documents. Alternative offers must contain sufficient supplementary information, drawings and data to permit a complete evaluation to be made.

2.7 Canvassing

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

2.8 Whistle blowing policy

Your attention is drawn to the Council's whistle blowing policy which can be found on the Procurement website at: www.bracknell-forest.gov.uk/procurement