

NOTICE OF MEETING

SPECIAL MEETING OF THE ALEXANDRA PALACE AND PARK BOARD

Wednesday, 20th September, 2023, 8.00 pm - George Meehan House, 294 High Road, N22 8JZ

Members: Councillors Emine Ibrahim (Chair), Lotte Collett (Vice-Chair), Nick da Costa, Sarah Elliott, Ahmed Mahbub and Anne Stennett

Co-optees/Non Voting Members: Jason Beazley (Three Avenues Residents Association (TARA)) (Co-Optee), Duncan Neill (Muswell Hill and Fortis Green Association) (Co-Optee) and Nigel Willmott (Friends of the Alexandra Palace Theatre) (Co-Optee)

Quorum: 3 Councillor Members

1. **FILMING AT MEETINGS**

Please note that this meeting may be filmed or recorded by the Council for live or subsequent broadcast via the Council's internet site or by anyone attending the meeting using any communication method. Although we ask members of the public recording, filming or reporting on the meeting not to include the public seating areas, members of the public attending the meeting should be aware that we cannot guarantee that they will not be filmed or recorded by others attending the meeting. Members of the public participating in the meeting (e.g. making deputations, asking questions, making oral protests) should be aware that they are likely to be filmed, recorded or reported on. By entering the meeting room and using the public seating area, you are consenting to being filmed and to the possible use of those images and sound recordings.

The chair of the meeting has the discretion to terminate or suspend filming or recording, if in his or her opinion continuation of the filming, recording or reporting would disrupt or prejudice the proceedings, infringe the rights of any individual or may lead to the breach of a legal obligation by the Council.

2. **APOLOGIES FOR ABSENCE**

3. **URGENT BUSINESS**

It being a special meeting, under Part 4, Section B, Paragraph 17, of the Council's Constitution, no other business shall be considered at the meeting.

4. DECLARATIONS OF INTERESTS

A member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and
- (ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct.

5. EXCLUSION OF THE PUBLIC AND PRESS

Items 9-12 are likely to be subject of a motion to exclude the press and public from the meeting as they contain exempt information as defined in Section 100a of the Local Government Act 1972; Para 3 – information relating to the business or financial affairs of any particular person (including the authority holding that information).

6. AWARD OF CONTRACT FOR EMERGENCY REPAIR WORKS TO THE NORTH EAST OFFICE BUILDING (PAGES 1 - 30)

This report sets out the procurement exercise undertaken for the Delivery Phase of the North East Office Building Emergency Repair Works project and seeks the Trustee Board's approval to award the contract, subject to the conditions set out.

7. ANY OTHER EXEMPT BUSINESS THE CHAIR CONSIDERS TO BE URGENT

8. EXEMPT - AWARD OF CONTRACT FOR EMERGENCY REPAIR WORKS TO THE NORTH EAST OFFICE BUILDING (PAGES 31 - 44)

To consider exempt information pertaining to item 6.

Felicity Foley, Committees Manager
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Fiona Alderman
Head of Legal & Governance (Monitoring Officer)
George Meehan House, 294 High Road, Wood Green, N22 8JZ

Tuesday, 12 September 2023

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ALEXANDRA PARK AND PALACE CHARITABLE TRUST BOARD

SPECIAL PANEL MEETING

TBC

- Report Title:** Award of Contract for Emergency Repair Works to the North East Office Building
- Report of:** Richard Paterson, Director of Finance and Resources
- Purpose:** This report sets out the procurement exercise undertaken for the Delivery Phase of the North East Office Building Emergency Repair Works project and seeks the Trustee Board's approval to award the contract, subject to the conditions set out.

Local Government (Access to Information) Act 1985 – N/A

Reason for urgency: The contract is required to commence in September 2023 as works must be completed during fair weather conditions and prior to the winter season, to prevent further deterioration. Furthermore, project funding secured from Historic England (HE) must be spent during the financial year. Tenders came in higher than expected taking the contract value above the threshold for a delegated decision by the CEO of APPCT. Tender clarification meetings and in-parallel conversations with HE resulted in the Trust taking longer than expected to reach this point. The next Trustee Board meeting is in October and would further delay these emergency works.

1. Recommendations

- i. For the Board to waive Contract Standing Order (CSO) 9.01.1 (requirement to publish an appropriate advertisement) on the grounds set out in CSO 10.01.2.(d)(ii) (it is in the Council's overall interest) and pursuant to CSO 9.07.1(d) to approve the award of contract for works to make emergency repairs to the currently derelict North East Office Building to Bidder 1 as identified in the Exempt Appendix 3 (Report On Tenders). The estimated contract value is £562,059 exc. VAT subject to the further consideration set out in Exempt Appendix 3; and receipt of final grant offer letter expected on 29th September. The contract award is conditional on funding being awarded by Historic England and works will not go ahead without it being in place.
- ii. To delegate authority to the Chief Executive of Alexandra Park & Palace to finalise the terms of the contract;
- iii. To authorise the Head of Legal and Governance (Monitoring Officer), Haringey Council, to seal the contract.

2. Executive Summary

- 2.1 The North East Office Building (NEOB) is located in the East Wing of the Palace (Appendix 1) and is in a state of dereliction, having not been used or safely accessed for a number of years. Following a site visit back in 2018, Historic England strongly encouraged the Trust to apply for a Heritage at Risk Repair Grant in order to secure some of the necessary funding required to kick-start the stabilisation and repair of the most fragile and derelict part of the Palace building. The NEOB was selected as a suitable project for this source of funding.
- 2.2 Development Phase funding was awarded and in 2019 (£17,627 from HE, £10,000 match from APPCT) a professional team was competitively procured to undertake the necessary works for a planning and listed building consent application.
- 2.3 Due to Covid, the project stalled. In 2021, conversations with Historic England were restarted, and the Trust made a refreshed funding application for the Delivery Phase in 2022.
- 2.4 In late 2022 Historic England advised that the Trust had been successful in the application, however due to market conditions, they required the Trust to undertake a competitive tender exercise to obtain prices before formally agreeing to the funding.

3. Procurement Process

- 3.1 As an unincorporated body, with the Council as the Corporate Trustee, the Trust is bound by Public Contracts Regulations 2015 and the Council's Contract Procedure Rules. With the assistance of the Council's Procurement Service, a formal tender process began in April 2023. The specification documents are attached at Appendix 2a and Appendix 2b. A competitive two-stage tender process was undertaken. Specific firms were invited to bid based on their experience and skillset, and this list was shared and agreed with Historic England; others were able to access the opportunity also.
- 3.2 Tender timeframe:

Stage One – Selection Stage (PQQ)	
PQQ issued	30 January 2023
Deadline for returns	22 February 2023
Bidders notified of outcome	13 March 2023
Stage Two – Invitation to Tender (ITT)	
Tender docs issued	w/c 10 April 2023
Deadline for clarifications	26 May 2023
Deadline for submission	09 June 2023

3.3 Stage One

3.3.1 Identified firms were pre-advised that this opportunity was soon to be live, and on 30th Jan 2023 the relevant documents were available via Haringey's Procurement Portal (HPCS).

Other firms were able to access the opportunity also. A total of seven firms submitted a PQQ response.

3.3.2 Following a panel assessment, five firms were invited to the second stage.

3.3.3 The Evaluation Panel comprised: Louise Johnson (Head of Strategic Planning and Projects) Neil Coe (Building Surveyor) and team members from the Conservation Architects and Quantity Surveyor already appointed.

3.4 Stage Two

3.4.1 The Invitation to Tender (ITT) was sent to the five firms via the HPCS portal on 10th April 2023 with an original return date of 26th May. Due to a number of clarification requests and the impact of the three May bank holidays, it was agreed that the return date be extended to 9th June.

3.4.2 The tenders would be evaluated against 60% Quality and 40% Price and a Schedule of Works was provided for bidders to complete. Scores for price would be created by dividing the lowest price by each supplier's tendered price. The ratio would be multiplied by the price weighting (40%) to give a price score for each bidder.

3.4.3 The ITT pack also contained a JCT Intermediate Building Contract 2016 Edition (JCT IC 2016).

3.4.4 Quality would be scored on responses to five questions with different weightings:

No.	Question	Total Marks
1	<p>Alexandra Palace is an extensive Grade II Listed building, sitting within its own Conservation Area, of significant cultural and heritage importance. From the Client's experience to date on recent fabric investment works, managing the scope of works and budget on a building the age, scale and condition of Alexandra Palace will be a challenge.</p> <p>Given the significance of these factors, and the fact that the majority of the project will be financed by a finite amount of external public funding, please set out how you will ensure that North East Offices works will be delivered within the parameters of:</p> <p>a) the available budget (16 marks); and</p> <p>b) the anticipated programme (10 marks)</p>	26

No.	Question	Total Marks
2	Please set out how your team will operate and include: <ul style="list-style-type: none"> a) a Management and Organisation Chart detailing reporting lines and responsibilities associated with this project (13 marks); b) CVs of key team members detailing their role and experience that is relevant to this project (13 marks); 	26
3	The successful contractor will be expected to work as part of the wider design and client team and will be expected to work fairly and collaboratively. Please outline how you would go about this and describe how you add value (14 marks)	14
4	Please provide details of your Site Logistics Plan, Strategy and Methodology for this project (14 marks)	14
5	How does the Principal Contractor intend to improve the social value of the area (i.e. the economic, social and environmental well-being of the area in which the services are to be provided) (20 marks)	20
		100

3.4.5 The mechanism for assessment by the individual evaluation panel members for was based on a score of zero to 5:

Score	Criterion
0	Question not answered
1	Very poor – criteria not addressed or processes not acceptable
2	Poor – missing major areas and not showing satisfactory understanding of key requirements
3	Minimum/ satisfactory – awareness of the issues – but with some reservations
4	Good – competent response, showing high level of understanding and working practices
5	Excellent – detailed understanding with a high level of understanding of the requirements, of working practices and of quality measures that provide the potential for real service provision – no reservation

3.4.6 Two bids were received and in early July the Panel met for a moderation meeting to discuss the two submissions. Both bids were over the anticipated budget, however Bidder 2 was significantly over both in terms of budget and programme (three times over anticipated budget and twice the programme length stipulated). Bidder 1, although over budget, initially scored well on quality. It was agreed that on the basis that Bidder 2's submission was unaffordable, that a clarification meeting was required with Bidder 1 only.

3.4.7 Final prices tendered:

Bidder	Tendered Price	Programme
1	738,849	18 weeks
2	1,170,364	38 weeks

3.4.8 A clarification meeting was held with Bidder 1 on 20th July to discuss clarifications the Panel had on the tender.

3.4.9 Following this session the Panel undertook a final moderation taking into account the clarifications and agreed final scores.

Contractor	QDP %	Fee %	Total
<i>Bidder 1</i>	44.44%	40.00%	84.44%
<i>Bidder 2</i>	37.20%	25.25%	62.45%

4. Contract Award

4.1 On the basis that following a competitive procurement process, Bidder 1 scored higher on both Quality and Price, it is recommend that subject to grant funding being secured, Bidder 1 is awarded the contract for the Emergency Repair Works to the North East Office Building.

5. Dialogue with Historic England

5.1 Historic England have been kept up to date with the progress of the procurement throughout. In the last month we have been discussing how the project could move forward given that the preferred bidder's price is considerably over what was anticipated. Historic England requested that the professional team discuss and identify a possible way forward. The QS, architect and structural engineer have put forward a proposal to split the work into one larger phase, and a smaller phase that could be completed at a slightly later date.

This proposal is agreeable to Historic England, in principle. The expected timetable for a final decision to be communicated to the Trust is:

- National Grants Advisory Panel (GAP) Meeting on 20th September (**GAP papers due 12th September**)
- Regional Grants Meeting on 21st September (papers due 14th September)
- If approved by Regional Meeting and GAP, provide briefing for Claudia Kenyatta (Director of Regions) for by 22nd September
- If approved, aim to get **grant offer letter out by 29th September**

6. Risks

6.1 Bidder 1 aren't flexible to the proposed phasing

We have yet to discuss the proposed phasing with Bidder 1. There is a risk that they may not wish to proceed given that the value of the works will be lower than what they had priced for.

6.2 Current industry challenges

The construction market is still volatile, so prices on individual elements may see changes between now and the end of the project.

6.3 Contract fails to deliver the terms of the contract

Historic England may not be able to fund the full 90% as originally envisaged. There may need to be a further conversation about the scope post grants meeting on 12th September.

6.4 Historic England Grant not approved / or grant less than the contract.

The contractors are aware that this project will not go ahead if the grant offer does not receive approval from the National Grants Advisory Panel and this was explicitly set out in the tender documents. The Trust will be working to the forecasted available budget and already has a plan to phase the works and split into two parts. Anything over and above the available budget will go into phase 2 and another funding application bid will be submitted (likely to NHLF). Additionally, there is a 10% contingency included in the HE ask (works).

7. Legal Implications

7.1 The Council's Head of Legal & Governance (Monitoring Officer) has been consulted in the preparation of this report.

7.2 The contract was tendered in accordance with the Council's Contract Standing Orders (CSO) which, according to the express provisions of CSO 14, apply to APPCT.

7.3 The contract value exceeds £500,000, Pursuant to CSO 9.07.1. d) the Board has authority to approve the award of the Contract referred to in the recommendations in the report. The Board has authority to waive CSO 9.01.1 (requirement to let following publication of an appropriate (tender) advertisement) on the grounds set out in CSO 10.01.2(d)(i)(ii).

7.4 The recommendation for award of the contract has been made on the basis that the recommended provider submitted the most economically advantageous tender in accordance with CSO 9.07.1a). Subject to the Strategic Procurement's confirmation that the tender process was conducted in a compliant manner, and subject to a waiver of CSO 9.01.1 being agreed, the Head of Legal and Governance (Monitoring Officer) confirms that there are no legal reasons preventing the Board from approving the recommendations in paragraph 1 of this report.

8. Strategic Procurement Comments

- 8.1 A form of restricted procurement process was undertaken which did not include any open advertising beyond registering the opportunity on the HPCS system which alerts already registered suppliers. This was done in anticipation that the contract value was going to be less than £500,000, which did not prove to be the case with both bids received being greater than £500,000. .
- 8.2 As the contract value exceeds £500,000, pursuant to CSO 9.07.1d) (contracts valued at £500,000 or more may only be approved by Cabinet or the Board) it is necessary to treat this award as a waiver of Contract Standing Order 9.01.1 (requirement to let following publication of an appropriate (tender) advertisement).
- 8.3 Strategic Procurement support this waiver.

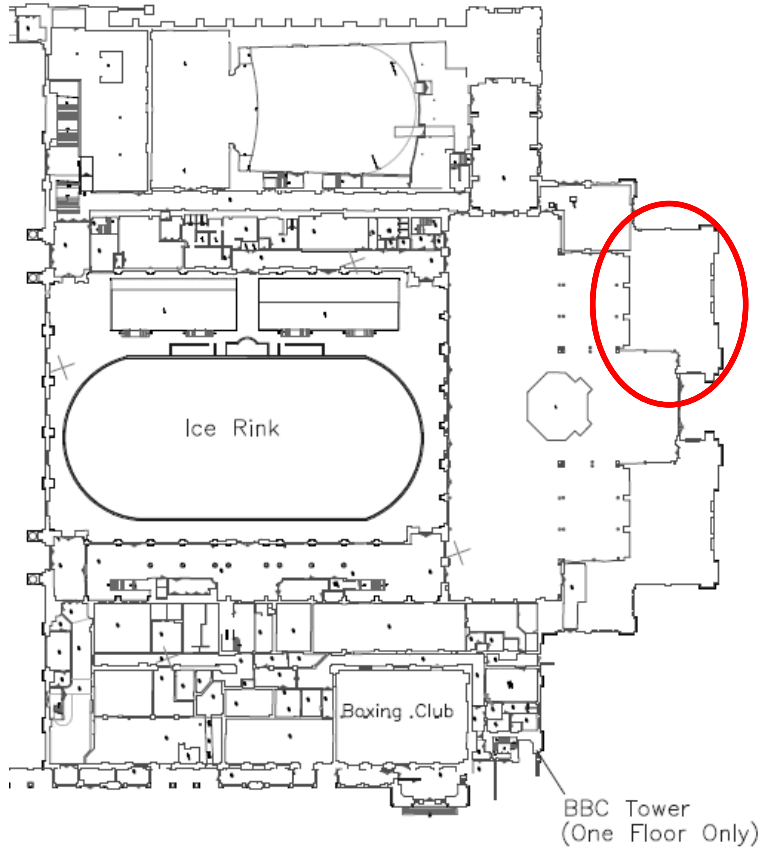
9. Financial Implications

- 9.1 The tender report is provided at Exempt Appendix 3.
- 9.2 The Council's Chief Financial Officer has been consulted in the preparation of this report and has no comment.

10. Use of Appendices

Appendix 1	Location of NEOB
Appendix 2a	Pre-Qualifying Questionnaire
Appendix 2b	Invitation to Tender
Exempt Appendix 3	Tender Report

APPENDIX 1 – LOCATION OF NORTH EAST OFFICE BUILDING





Alexandra Park and Palace Charitable Trust

Schedule 2: Instructions for Tendering

Contractor for North East Office Building Repair Project

April 2023

I. Project details

I.1 We are inviting you to tender for the following services detailed below:

1	Employer:	The Mayor and Burgesses of the London Borough of Haringey as Trustees of Alexandra Park & Palace Charitable Trust (APPCT)	
2	Project Name:	North East Office Building Repair Project	
3	Project Address:	Alexandra Palace, Alexandra Palace Way, London N22 7AY	
4	Project Description/ Brief/ Scope of work/ Service Specification	Please refer to Schedule I: Project Introduction and Brief	
5	Listed Status	The Building is Grade II Listed; the Building is located within a Conservation Area	
6	Professional Services Required	Building Contractor with experience working on historic buildings	
7	RIBA Stages	RIBA Stages 5 and 6	
9	Project Programme	Contract Award	June 2023
		Works Commence	June 2023
		Works Complete	October 2023
11	Procedure for site visits	Contact Neil.Coe@alexandrapalace.com	
12	Tender Return Date	Friday 12 May 2023	
13	Procurement Timetable	Tenders issued	w/c Mon 10 April 2023
		Deadline for clarifications	Fri 26 May 2023
		Tender submission	1700hr, Fri 02 June 2023
		Evaluation complete	w/c 12 June 2023
		Start of commission	June/July 2023

2. Scope of Work

- 2.1 This commission will require a building contractor with the required skills, expertise and experience to lead on and deliver on the works set out in **Schedule 1: Introduction and Project Brief**. Additional background information on the history of the Palace, the work undertaken so far and the future aspirations can be found in Schedule 1.
- 2.2 The works will include, but are not limited to:
- External scaffold access and internal crash decks
 - Internal clearance of unsafe sections of floors, pigeon guano deposits and treatment, and other debris
 - Take up roof coverings, asphalt and decayed roof joists and carefully remove and refurbish existing north rooflight. Noting the existing roof lanterns are to carefully removed for future refurbishment and reinstatement (not part of these works).
 - Partial external elevation masonry conservation cleaning and repairs
 - Some internal structural repairs
 - Removal of decayed floor and ceiling joists
 - Some repairs to internal brickwork
 - Installation of temporary emergency lighting and fire alarm systems (carried out by APPCT in-house team)
- 2.2 You will be expected to enter into a JCT Intermediate Contract (Schedule 3).

3. Outputs/ Outline Approach

- 3.1 The key output of this commission is the stabilisation and partial repair of the Palace's North East Office Building.

4. Contract Conditions

- 4.1 Please see **Schedule 3: JCT Intermediate Contract**. Please note queries relating to the terms and conditions can only be raised prior to tender return.

5. Tenderer's Warranties

- 5.1 In submitting its Tender, the Tenderer warrants, represents and undertakes to the Employer that:
- 5.1.1 It has not engaged in any of the acts or omissions detailed in this document and has complied in all respects with these instructions;
 - 5.1.2 All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Employer by the Tenderer, its

staff or others in connection with or arising out of the Tender are true, complete, and accurate in all respects, both as at the date communicated and as at the date of the submission of the Tender;

- 5.1.3 It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender and that it has not submitted the Tender and will not be entering in to the contract in reliance upon any information, representation or assumption which may have been made by or on behalf of the Employer;
- 5.1.4 It has full power and authority to enter into the contract and will if requested, produce evidence of such to the Employer;
- 5.1.5 It is of sound financial standing and has, and will have sufficient working capital, skilled staff, equipment and other resources available to it to provide the service in accordance with the Tender documents.

6. Confidentiality

- 6.1 All information supplied by the Employer in connection with these Instructions for Tendering shall be treated as confidential by prospective Tenderers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties/ guarantees and quotations necessary for the preparation and submission of the Tender.

7. Nature and Extent of Obligations

- 7.1 Prospective Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations accepted and placed upon them if their Tender is successful. It is the responsibility of the prospective Tenderers to obtain for themselves, at their own expense, any additional information necessary for the preparation of their Tender. Information supplied to tenderers by the Employer (whether in these documents or otherwise) is supplied for the general guidance only in the preparation of the Tender.

8. General

- 8.1 The Employer reserves the right to publish the values of all the Tenders and the name of the successful Tenderer.
- 8.2 In consideration of the Employer inviting the Tenderer to submit a Tender in respect of the Services, the Tenderer covenants to comply with all obligations on the part of the Tenderer contained in these Instructions.

9. Disqualification of the Tender

- 9.1 Any Tender submitted by any of the Tenderers in respect of which the Tenderer:-
 - 9.1.1 has failed to tender to provide all of the services required; or

- 9.1.2 has fixed or adjusted the prices, charges and rates shown in its Tender by or in accordance with any agreement or arrangement with any other person or persons; or
- 9.1.3 by reference to any other Tender;
- 9.1.4 has communicated to any person other than the Employer the amount, or approximate amount of the prices, charges and rates shown in its Tender;
- 9.1.5 has entered into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the fees, charges and rates to be shown by any other Tenderer in its Tender; or
- 9.1.6 has offered or agreed 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; or
- 9.1.7 in connection with its Tender or the award of the contract has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972; or
- 9.1.8 in connection with its Tender or the award of the contract has committed an offence under the Bribery Act 2010; or
- 9.1.9 has directly or indirectly canvassed any Member or Officer of the Employer concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such Member or Officer concerning any other Tenderer or Tender submitted by any other Tenderer; or
- 9.1.10 the Tenderer makes or attempts to make any variation or alteration to the terms of the Contract Documents without bringing this to the Employer's attention, except where the variation or alteration is expressly permitted therein; or
- 9.1.11 has changed the format, content and/or formulae of the Schedule of Fees (or any other documents which must be returned with the tender);
- 9.1.12 has failed to use the English language; or
- 9.1.13 has approached any other employee of the Employer except the Employer's Authorised Officer, or his/her nominee ("Approach" includes the obtaining of any information in relation to this Tender, any other

Tender submitted by another Tenderer for this contract or any information in relation to these Tender Documents);

shall not be considered for acceptance and shall accordingly be rejected by the Employer provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Employer in respect thereof or to any criminal liability which such conduct by a Tenderer may attract.

10. Non-Consideration of Tender

- 10.1 The Employer may in its absolute discretion refrain from considering and therefore reject a Tender if:
- 10.1.1 in any respect it does not comply with the requirements of the Tender and these Instructions for Tendering; or
 - 10.1.2 the Tenderer has failed to return the Tender fully completed. A returned Tender which does not contain all up to date amendments issued by the Employer or their consultants will be deemed to be incomplete and may be rejected; or
 - 10.1.3 the Tenderer makes or attempts to make its bid or tender conditional on the acceptance by the Employer of any other contract; or
 - 10.1.4 the Tender has been submitted after the closing date and time.

11. Terms and Conditions

- 11.1 Each Tender received by the Employer shall be deemed to be subject to the Terms and Conditions as set out in **Schedule 3: JCT Intermediate Contract** unless the Employer should previously have expressly agreed in writing to the contrary.

12. Variance

- 12.1 The Employer may vary any part of the Tender Documents. Where the Employer exercises this right, all Tenderers will be notified via the HPCS Portal.

13. Non-Collusion and Non-Canvassing

- 13.1 Tenderers will be required to sign the **Schedule 4: Certificate of Non-Canvassing** and **Schedule 5: Certificate of Non-Collusion** to be returned with the Qualitative Delivery Proposals.
- 13.2 The Employer does not undertake to accept the lowest or any tender.

- 13.3 The contents of the submission as detailed in these Instructions for Tendering will form the basis of the criteria for awarding the contract and a "Best Value Bid" evaluation.
- 13.4 Any acceptance of a Tender by the Employer shall be in writing and shall be communicated to the Tenderer and upon such acceptance a contract shall thereby be constituted and become binding on both parties and shall be formalised upon the execution of the contract as a Deed. Tenderers should note that failure to comply with the Employer's request to promptly execute the formal contract will amount to a breach of contractual obligation on the part of the successful Tenderer thereby permitting the Employer, at its discretion, to withhold payment of any fee due, in addition to any other rights available to the Employer as a result of such breach.

14. Evaluation Criteria and Tender Assessment

- 14.1 Tenderers will be evaluated based on their submission of the Quality Delivery Proposals and their pricing of the Schedule of Fees. Please ensure your submission addresses all of these criteria and provide appropriate evidence.
- 14.2 This Evaluation will determine the most economically advantageous offer by means of applying the following main criteria:
1. Quality 60%
 2. Price 40%

15. Price Evaluation

- 15.1 The Tenderer with the lowest submitted total price will receive the maximum price score of 40%. Prices for other Tenderers will be scored based on the following formula:

$$\frac{\text{Lowest submitted total price}}{\text{Tenderer's submitted total price}} \times 40\%$$

Example 1: Tender A total price = £100,000; Tender B total price = £120,000; Tender C total price = £130,000;

Therefore the lowest submitted total price = £100,000. Tender A would receive 40.00%.

Tender B would receive a score of $(£100,000 \div £120,000) \times 40\% = 33.33\%$

Tender C would receive a score of $(£100,000 \div £130,000) \times 40\% = 30.76\%$

The tender price will be carried to the Form of Tender.

- 15.2 Any tender which, save for arithmetical errors following preliminary evaluation, by the Employer is in the reasonable opinion of the Employer unrealistically high or low, will be rejected.
- 15.3 Any errors on pricing will be treated by standby or amend.

16. Qualitative Delivery Proposal

- 16.1 The Tenderer must provide a Qualitative Delivery Proposal. The Qualitative Delivery Proposal (QDP) shall include written details as to how the Tenderer intends to meet the requirements of Employer.

The total score for this section is 60%. Scores will be adjusted on a pro-rata basis against the total possible score of 100.

- 16.2 Each weighted sub-criterion set out in the Qualitative Delivery Proposal will be evaluated/assessed and marked in accordance with the following scoring chart:

Score	Criterion
0	Question not answered
1	Very poor – criteria not addressed or processes not acceptable
2	Poor – missing major areas and not showing satisfactory understanding of key requirements
3	Minimum/ satisfactory – awareness of the issues – but with some reservations
4	Good – competent response, showing high level of understanding and working practices
5	Excellent – detailed understanding with a high level of understanding of the requirements, of working practices and of quality measures that provide the potential for real service provision – no reservation

- 16.3 Marks will be adjusted accordingly based on the allocated scoring of each question.

Example 1: Question 1 has a maximum score of 20 marks. A score of good would give a score of 4. The score of 4 would then be adjusted to a mark out of 20, i.e. $4 \times (20/5) = 16$.

Example 2: Question 5 has a maximum score of 10 marks. A score of minimum/satisfactory would give a score of 3. The score of 3 would then be adjusted to a mark out of 10, i.e. $3 \times (10/5) = 6$.

- 16.4 Each of the Qualitative Delivery Proposals will be marked separately, by members of the Evaluation Panel (EP). The score will be computed and transferred onto a Quality Assessment Evaluation Matrix and weighted in order to arrive at a final score. The weightings have been included in the QDPs. The total weighted score, a sum of the scores for each of the QDPs, is expressed as a percentage of the maximum possible score of 100. This procedure establishes the adjusted quality score for each Tenderer.

Example 3: Total possible score = 100

Tender A obtains the highest score of 100, so receives a score of 60%.

Tender B scores 40 out of 100. Tender B therefore scores $40/100 \times 60\% = 24\%$.
Tender C scores 50 out of 100. Tender C therefore scores $50/100 \times 60\% = 30\%$.

- 16.5 To be acceptable on Quality grounds each Tenderer must achieve the following minimum requirements:

A minimum quality score of 36% out of the 60% is required (i.e. 60 out of 100).

- 16.6 Tenderers who do not achieve the minimum Quality score will be eliminated. This will be arrived or calculated from the summation of the quality scores.
- 16.7 The Qualitative Delivery Proposal must be provided in the order referenced and numbered.

- 16.8 Please provide your answers on a maximum of 15 sides for all the questions below (excluding CVs) in Arial Font size 12.

No.	Question	Total Marks
1	<p>Alexandra Palace is an extensive Grade II Listed building, sitting within its own Conservation Area, of significant cultural and heritage importance. From the Client's experience to date on recent fabric investment works, managing the scope of works and budget on a building the age, scale and condition of Alexandra Palace will be a challenge.</p> <p>Given the significance of these factors, and the fact that the majority of the project will be financed by a finite amount of external public funding, please set out how you will ensure that North East Offices works will be delivered within the parameters of:</p> <p>a) the available budget (16 marks); and</p> <p>b) the anticipated programme (10 marks)</p>	26
2	<p>Please set out how your team will operate and include:</p> <p>a) a Management and Organisation Chart detailing reporting lines and responsibilities associated with this project (13 marks);</p> <p>b) CVs of key team members detailing their role and experience that is relevant to this project (13 marks);</p>	26
3	<p>The successful contractor will be expected to work as part of the wider design and client team and will be expected to work fairly and collaboratively. Please outline how you would go about this and describe how you add value (14 marks)</p>	14
4	<p>Please provide details of your Site Logistics Plan, Strategy and Methodology for this project (14 marks)</p>	14
5	<p>How does the Principal Contractor intend to improve the social value of the area (i.e. the economic, social and environmental well-being of the area in which the services are to be provided) (20 marks)</p>	20
		100

17. Queries

- 17.1 All queries must be submitted in via the HPCS Portal. The cut-off point for queries is Friday 26 May 2023.
- 17.2 The query and response will be added to a Query Master Sheet and it will be circulated to all Tenderers. Queries submitted by any other means will not be answered.

18. Return of Tender

- 18.1 The Tender must be submitted via the HPCS Portal by **1700hr on Friday 02 June 2023**. It is the Tenderer's responsibility to ensure the tender is submitted by the time and the date specified. The Client will not enter into any discussion with the Tenderers who fail to meet the deadline.

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CONTRACTOR QUESTIONNAIRE

Alexandra Park and Palace Charitable Trust

North East Office Building Repair Project

January 2023

INTRODUCTION

This Pre-Qualification Questionnaire has been issued on behalf of Alexandra Park and Palace Charitable Trust (APPCT). Please refer to the document PQQ Instructions when reading this document.

PROJECT CONTEXT AND RATIONALE

From 2016 – 2018 the Trust undertook a major restoration project in the East Wing of the building. The project presented a number of complex challenges, and as a result a series of value engineering exercises were undertaken to ensure the project could still be delivered to budget whilst still delivering on the objectives pledged to the main funder, the National Lottery Heritage Fund.

External fabric repairs to the North East Office Building were part of the original scope of works, but were omitted as part of one of the first value engineering exercises. Although the North East Office Building is an integral part of the East Wing complex and offers huge utility potential, it is also physically separated from the main public areas and in a very poor state of disrepair.

Consequently the whole of the North East Office Building (and interior of the South East Pavilion) are the only spaces in the East Wing that have not benefited from any funding and repair works, either from the East Wing project or other sources.

The condition of the North East Office Building is cause for growing concern. The roof is partially collapsed and no longer weather-tight, the brick and rendered elevations are in poor condition, the floor levels are unsafe, there is buddleia growing out of the cracks in the walls to an area too unsafe to access and as a result of decades of pigeons nesting, there is a high proportion of guano and other debris. Without intervention, it is highly likely that its condition will deteriorate further, which could potentially have a negative impact on the recently restored East Court, and other areas of the East Wing.

The project will undertake a modest package of repairs – focusing on works required to make the NEOB watertight. Roof works will be the priority, which includes the careful removal and storage of the historic roof lanterns, rebuilding of north lights and some repairs to the top band of the brickwork façade owing to the serious impacts of weather damage to the building during the Palace’s closure during the Covid-19 pandemic. This crucial inception stage of the project will act as a catalyst and enabler for the broader ‘Studio C’ project – bringing a derelict part of the Palace back into active, public use.

CONTRACT DESCRIPTION

The NEOB project will be entirely grant funded. The Development Phase was funded by Historic England and APPCT. The Delivery Phase will also be funded by Historic England, with a small percentage of match funding from the Charitable Trust. The cost of the work is estimated to be in the region of £375k.

The building is a Grade II listed located at Alexandra Palace, Alexandra Palace Way, London N22 7AY

In summary, the project / scope of works includes, but is not limited to:

- External scaffold access and internal crash decks
- Internal clearance of unsafe sections of floors, pigeon guano deposits and treatment, and other debris
- Take up roof coverings, asphalt and decayed roof joists and carefully remove and refurbish existing roof lights
- Partial external elevation masonry conservation cleaning and repairs
- Some internal structural repairs
- Removal of decayed floor and ceiling joists
- Some repairs to internal brickwork
- Installation of temporary emergency lighting and fire alarm systems (carried out by APPCT in-house team)

The tender period (second stage, ITT) will be 4 weeks during February/March 2023. Only those who score 70+ marks in the PQQ assessment will be invited to the second stage.

It is anticipated that the works will commence in early spring (early April 2023), with a Contract Period of 16 weeks.

APPCT are seeking contractors that can demonstrate the following and this should be reflected within the answers of the PQQs below:

- A thorough understanding of conservation of listed buildings and experience working within a building in use;
- Working in restricted site areas;
- Ability to manage and programme the work, maintain effective site control and deliver the project within the contract period;
- Ability to work effectively with the design team and client representatives

EVALUATION CRITERIA

Criteria for Pre-Qualification Questionnaire submissions:

Criteria Heading	Score
A. Relevant experience I. Listed/ sensitive buildings and conservation works II. Working on live sites, preferably in an events setting III. Working with restricted site areas IV. Working with Historic England/ multiple stakeholders/funders including involving apprentices V. Manage / programme the work and deliver the project within the contract period	50
B. Health & Safety	10
C. Financial standing (Turnover, Profit, Assets and Liquidity)	10
D. Personnel / experience – site management	10
E. Team approach and their ability to work effectively with the design team	10
F. References	10
Total score	100

Each weighted sub-criterion will be marked in accordance with the following scoring chart. Marks will be adjusted accordingly based on the allocated scoring of each question. Only those contractors scoring 70+ marks will be invited to the second stage.

Score	Criterion
0	Question not answered
1	Very poor – criteria not addressed or processes not acceptable
2	Poor – missing major areas and not showing satisfactory understanding of key requirements
3	Minimum/ satisfactory – awareness of the issues – but with some reservations
4	Good – competent response, showing high level of understanding and working practices
5	Excellent – detailed understanding with a high level of understanding of the requirements, of working practices and of quality measures that provide the potential for real service provision – no reservation

CONTRACTOR QUESTIONNAIRE

ORGANISATION PROFILE

Please provide the following details:

Business name:

Registered or trading name if different:

Type or organisation (e.g. private limited company, partnership, sole trader):

Registered address:

Correspondence address if different from the above:

Address from which the Contract will be provided if different from the above:

Name of ultimate holding/parent company or subsidiary companies including addresses and an explanation of group structure and internal relationships:

Company Registration Number of ultimate holding/parent company or subsidiary companies:

If you have included details of an ultimate holding/parent company above would this company be willing to guarantee your contract performance and enter into any requisite legal documentation?

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Indication of the principal areas of business activity of your organisation:

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ORGANISATION PROFILE (Cont'd)

Contact Name:	
Contact's position:	
Contact's telephone number:	
Contact's email address:	
Company/ies registration number(s):	
Place of registration:	
Year established:	
VAT number:	
Proposed office responsible for this project	

AI-V. TECHNICAL CAPACITY for the WORKS/ RELEVANT EXPERIENCE

Please outline your company's expertise and resources available to carry out this type of project.

Please provide details of similar projects your company has carried out, i.e. brief description, value, when and details of Employer/Client. Include case studies or links to relevant material.

B. HEALTH AND SAFETY

Please provide a brief outline of your H & S Policy and demonstrate how your team would look to ensure H&S is of the highest priority

C. FINANCES AND INSURANCE

Please provide confirmation of the level of the following insurances you have in place:

Public Liability	£
Employers Liability	£
Professional Indemnity	£

Please provide details of your company's financial standing

D&E. PERSONNEL AND TEAM APPROACH

Please provide an outline of your management structure including the proposed management of the work on site and demonstrate how your team would look to work together with the design team to ensure a successful and harmonious project

F. REFERENCES

Please provide details of three references from Architects / Clients whom we may contact.

NB. This undertaking is to be signed by a Director or authorised representative i.e. in their name on behalf of the Organisation.

Signed for and on behalf of the Organisation	
Signed:	
Position/Status in the Organisation:	
Date:	

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is exempt

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