



Alexandra Park and Palace Charitable Trust

Schedule 2: Instructions for Tendering

Contractor for North East Office Building Repair Project

April 2023

1. Project details

1.1 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 1: 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.