

# Invitation to Tender

<b>Project Title:</b>	RAAC WALL Remediation - Professional Services / Design / Procurement / Management
<b>Project Reference:</b>	LOS-RWR
<b>Type of Tender</b>	Invite to Tender
<b>Employer</b>	The London Oratory School
<b>Campus Location</b>	The London Oratory School, Seagrave Road, London, SW6 1RX
<b>Length of Contract:</b>	60 Months (estimated)

## 1. Project Timescales

Key Events	Date
Issue of Invitation to Tender	7 May 2025
Confirmation of Interest	14 May 2025
Submission of Clarifications	16 May 2025
Tender Return	23 May 2025
Anticipated Contract Award	2 June 2025
Anticipated Contract Start Date	16 June 2025

Please note: The above dates are provisional and may be subject to change.

## 2. Project Background

The London Oratory School (LOS) is looking at working with a Professional Building Consultant to provide the following services following DfE confirmation that the school has been approved to apply for grant funding for RAAC removal; namely the removal of the RAAC walls in blocks EFAA (Main Block A) & EFAD (House Block B).

The professional services must be provided to support the various stages of the grant funding application process described within the DfE guidance note dated February 2024 version 1 and completion of the Project Executive Summary (PES).

Summary of stages that must be followed:

- Stage 1: Agree Scope of Works (DfE Assessment)
  - Undertake & collate condition surveys/reports.
  - Undertake a feasibility report considering scope, cost, phasing programme and procurement route
  - Prepare proposals for submission to DfE for review by the Technical Team
  - Project approval
- Stage 2: Budget Approval (DfE Cost Agreement)
  - Prepare design, specification & drawings for contractor tender issue
  - Provide tender report including detailed cost plan for DfE cost assessment
  - Grant Offer Letter issued by DfE
  - Prepare and issue Building Contract for signing
- Stage 3: Monitoring and Compliance (Project Delivery)
  - Manage the project
  - Chair progress meetings and Administer the Building Contract
  - Undertake weekly site visits and manage design changes & cost control
  - Prepare monthly update reports & attend monthly DfE update meetings
  - Prepare documentation & completion meeting with DfE

Dependent upon the recommended procurement route during Stage 1, the following Professional Services will be expected, as detailed with the tables below (Table 1.1 – Traditional Route or Table 1.2 – Design & Build)

**Table 1.1 Traditional Contract – Schedule of Professional Services**

1	Procurement of the professional design team for major capital schemes
2	Manage the information flow between curriculum and the design/build teams
3	Arrange and manage design and construction team meetings
5	Finalisation of professional appointments
6	Administration of Collateral Warranties
7	Provide Cost Management and Contractor Administrator Services from Preparation / Brief stage to Project Completion
8	Cost Plan preparation and monitoring
9	Manage Value Engineering
10	First authorisation of project payments
11	Confirm and process Interim Valuations from Contractor(s)
12	Coordinate with the Client to raise purchase orders for all related goods and services
13	Coordinate principal build contractor procurement & selection
14	Manage drawing administration, and ensure completed building drawings are added to the school archive & provided to regulatory authorities where required (land registry/building control/fire)
15	Preparation of Specification, associated documentation and Pricing Documentation for tender purposes.
16	Contract Sum negotiation and agreement
17	Resolving design issues & issuing instructions to the Main Contractor
18	Manage the project budgets and control of project costs
19	Management and monitoring of on-site progress, and additional contractors where required
20	Active involvement in central funding bids and monthly returns
21	Provide Architectural and Planning services to obtain full planning permission, where applicable.
22	Provide civils design / services for drainage repairs and replacement.
23	Prepare new building running, maintenance and refurbishment requirements and budgets for inclusion in overall budgets when buildings become operational, scoping, receiving quotes and managing the scheme conclusion with the Premises Team
24	Discuss and consider progressing potential new schemes to RIBA Stage 2, at risk, so that when funding bid opportunities become apparent the chances of success are elevated.
25	Offer the role of Principle Designer under the CDM 2015 rules

**Table 1.2 Design and Build Contract – Schedule of Professional Services**

1	Procurement of the professional design team for major capital schemes
2	Manage the information flow between curriculum and the design/build teams, where applicable.
3	Arrange and manage design and construction team meetings
4	Finalisation of professional appointments
5	Administration of Collateral Warranties
6	Provide Cost Management and Contractor Administrator Services from Preparation / Brief stage to Project Completion
7	Coordinate principal build contractor procurement & selection
8	Cost Plan preparation and monitoring
9	Manage Value Engineering
10	First authorisation of project payments
11	Confirm and process Interim Valuations from Contractor(s)
12	Coordinate with the Client to raise purchase orders for all related goods and services
13	Coordinate principal build contractor procurement & selection
14	Manage drawing administration, and ensure completed building drawings are added to the school archive & provided to regulatory authorities where required (land registry/building control/fire)
15	Preparation of Employer's Requirements and associated documentation
16	Contract Sum negotiation and agreement
17	Resolving design issues & issuing instructions to the Main Contractor
18	Manage the project budgets and control of project costs
19	Management and monitoring of on-site progress, and additional contractors, where required.
20	Active involvement in central funding bids and monthly returns
21	Prepare new building running, maintenance and refurbishment requirements and budgets for inclusion in overall budgets when buildings become operational, scoping, receiving quotes and managing the scheme conclusion with the Premises Team.
22	Discuss and consider progressing potential new schemes to RIBA Stage 2, at risk, so that when funding bid opportunities become apparent the chances of success are elevated.
23	Offer the role of Principle Designer under the CDM 2015 rules

### 3. Terms and Conditions of the Contract

Any contract will be awarded in line with The London Oratory School's Terms and Conditions, please refer to Appendix B. For London Oratory School Terms and Conditions the school Chief Executive Officer is the only member of staff authorised to vary any part of this document and may only do so in writing.

### 4. Information to Tenderers

4.1. LOS reserves the right not to accept the lowest cost bid, or indeed any bid unless it chooses to do so, and may choose to accept the tender in its entirety or separate lots (where identified within the specification). The school also reserves the right not to proceed with the competition at any stage during the process and shall not, in the event of discontinuance, whatever the cause, be liable for any costs incurred, directly or indirectly, by any prospective supplier.

4.2. Suppliers shall at all times treat the contents of the tender documentation and any related documents as confidential. Suppliers shall not disclose, copy, reproduce, distribute or pass any of

the Information to any other person at any time or allow any of these things to happen. Suppliers shall not use any of the information for any purpose other than for the purposes of submitting (or deciding whether to submit) a tender; and Suppliers shall not undertake any publicity activity related to this tender opportunity.

**4.3.** LOS is committed to meeting its responsibilities under the Freedom of information Act 2000. It should be noted that LOS may be required to disclose the information provided in response to this tender, as a result of a Freedom of Information Act request. Should prospective service providers consider that any of the information included in their response is commercially sensitive, they must identify it and explain (in broad terms) what harm may result from disclosure if such a request were to be received, and the time period applicable to that sensitivity. Prospective suppliers should be aware that, even where they have indicated that information is commercially sensitive, LOS may still be required to disclose it under the Act if a request is received. The receipt of any material marked 'confidential' or equivalent should not be taken to mean that LOS accepts any duty of confidence by virtue of that marking. LOS therefore cannot guarantee that such data will not fall into the public domain.

**4.4.** By completing this document, the person completing it is confirming that the data entered is correct, to the best of their knowledge and that they are authorised to complete this document on behalf of their organisation.

**4.5.** If it is necessary for LOS to amend the Tender documentation in any way, prior to receipt of tenders, all Tenderers will be notified in writing simultaneously via e-mail. If appropriate, the deadline for receipt of Tenders will be extended.

**4.6.** Your tender shall remain open for acceptance for a period of 14 days from the date of submission. A tender valid for a shorter period will be disqualified from the tender process.

**4.7.** LOS is undertaking the entirety of this tender process via Open invite to tender.

## **5. Modern Slavery**

**5.1.** Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain.

**5.2.** LOS has a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

**5.3.** LOS is also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners

## **6. Terms of Payment**

**6.1.** LOS shall pay the consultant any sums due under this contract no later than 30 days after receipt of a valid and undisputed invoice.

**6.2.** Where applicable if the consultant engages a sub-consultant(s) to complete any part of these works the consultant is required to pay the sub-consultant(s) in the same timescale.

## **7. Clarification Process**

**7.1.** Any queries regarding this procurement tender should be submitted by email to the procurement team on [fd@los.ac](mailto:fd@los.ac)

**7.2.** In order to ensure equal treatment of tenders, the Institution may, where relevant, publish the questions and clarifications raised by Suppliers together with the Institution responses (but not the source of the questions) to all Suppliers participating in the tender.

**7.3.** Suppliers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Institution, at its sole discretion, does not consider the query to be of a commercially confidential nature the Institution will invite the Supplier submitting the query to either declassify the query and allow the query along with the Institution response to be circulated to all Suppliers; or request that the Supplier, if it still considers the query to be of a commercially confidential nature, withdraw the query.

**7.4.** The Institution reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would be likely to prejudice its commercial interests.

**7.5.** No further requests for clarifications will be accepted after the date indicated in the key events table.

**7.6.** During the evaluation of tenders, the Institution reserves the right to seek clarification from any or all tenderers to assist in the consideration of their tenders.

**7.7.** If LOS recommends that you undertake a site visit to assist you in preparation of your tender bid please email [fd@los.ac](mailto:fd@los.ac) to arrange a suitable date and time.

## **8. Instructions for Completion**

**8.1.** Should you be interested in this opportunity please confirm via email to the procurement team [fd@los.ac](mailto:fd@los.ac) that you are intending to submit a tender bid and will return your tender response by the date specified in the key events table.

**8.2.** Any information or documents given in relation to this ITT must relate to the applicant only. The applicant is the organisation that will enter into a formal agreement with LOS if awarded the contract.

**8.3.** Prospective suppliers should answer all questions as accurately and concisely as possible. Where a question is not relevant to the responder's organisation, this should be indicated N/A, with an explanation.

**8.4.** Responses must be in English and prices quoted in £ sterling clearly indicating VAT (if applicable).

**8.5.** Please submit a signed Form of Tender Appendix A ensuring pricing is itemised for each section separately.

**8.6.** On receipt of this documentation, please send a correspondence via email to [fd@los.ac](mailto:fd@los.ac) by the tender return date stated in the Key Events Table. LOS cannot accept any responsibility for postal or delivery delays.

**8.7.** LOS may validate the information contained in your response at any stage throughout the procurement process. Where any such statements are found to be inaccurate, LOS reserves the right to remove such potential service providers from the process.

**8.8.** Failure to provide the required information or supply documentation referred to in the responses, within the specified timescales, may result in prospective suppliers being disqualified from the process.

**8.9.** LOS is not obliged to consider or accept alternative offers. Similarly offers made subject to additional or alternative Conditions of Contract may be rejected.

## **9. Content and Format of Tender Documentation**

**9.1.** Tenderers must provide their response within the documents issued by LOS with this Invitation to tender. LOS reserves the right to disqualify a tender if it is not submitted in a manner consistent with the provisions set out in this document.

**9.2.** A complete Tender Submission will include the following documents:

<b>Document Title</b>	<b>Appendix</b>
Invitation to Tender	
Tender Response	
Form of Tender	Appendix A
Purchase T&Cs	Appendix B
Grounds for Mandatory & Discretionary Exclusion	Appendix C
DBS Template	Appendix D

**9.3.** You are required to complete all relevant documentation and sign where required. Failure to return all required documentation may result in your tender being disqualified.

- 9.4.** In your tender return please,
- Do not reference your answers from one response to another, even where there is commonality.
  - Do not include publicity material of any kind, e.g. brochures and web references, unless requested.
  - Do not include any embedded document or use Adobe and similar text packaging.

**9.4.1.** Failure to adhere to the above may lead to your disqualification from the tender process.

## **10. Deadline Date and Return of Tender**

**10.1.** Completed tenders must be returned by the date indicated in the Key Events Table.

**10.2.** Please leave yourself sufficient time to upload all your documents as technical problems when submitting will not be deemed to be a justifiable reason to consider your tender if submitted late. If supporting documentation is not available electronically, hard copies should be sent to the institution no later than the closing time and date. The packaging should not bear any sender details and must clearly state the tender project reference, title and closing date.

**10.3.** LOS reserves the right, both prior to and after the award of tender, to inspect the validity of all information given in order to substantiate the information provided by a tenderer.

**10.4.** LOS does not accept responsibility for the premature opening or mishandling of tenders that are not submitted in accordance with these instructions.

**10.5.** Tenders may be submitted (and revised) at any time before the closing date.

**10.6.** LOS may at its own absolute discretion extend the closing date and the time for receipt of tenders specified. If an extension is granted it will apply to all Suppliers.

**11. Evaluation and Award Criteria**

11.1. The following mandatory information questions must be completed. Should you fail to complete you may be excluded from the tender process.

1	Supplier Information
2	Grounds for Mandatory and Discretionary Exclusion
3	Financial Standings
4	Disputes
5	Technical and Professional Ability
6	Insurance
7	Health and Safety
8	Safeguarding and Prevent
9	GDPR Compliance
10	Modern Slavery
11	Environment Management
12	Compliance with Equality Legislation
13	Environmental Protection
14	Enhanced Disclosure and Barring Service (DBS)

11.2. Tenders will be evaluated using the following weightings:

Award Criteria	Weighting %
Price	60.00%
Customer Requirements	40.00%
Total Weighting	100.00%

**11.3. Pricing (60.00%)**

11.3.1. All scores will be calculated to two decimal places, however, should the scores be equal we may ask the suppliers to revisit their offer.

11.3.2. Each item within the pricing schedule must be priced, in pounds sterling, and reflect the highest discount available, exclusive of VAT.

11.3.3. Figures inserted into the pricing schedule must be single figures and not a range of figures.

11.3.4. The prices tendered for each item within the pricing schedule will be totalled together to give a total basket price. The lowest total basket price tendered will receive the maximum available percentage weighting with the other tendered total basket prices scored relative to the lowest tendered total basket price using the following equation:

<b>Lowest Price/Your Price X Total Weighting = Your Weighting Score</b>
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Below is an <b>example</b> of how the price weighting is calculated:			
<b>Tenderer</b>	<b>Tenderer A</b>	<b>Tenderer B</b>	<b>Tenderer C</b>
<b>Submitted Price</b>	£15,485.34	£19,502.27	£14,998.56
<b>Weighting Achieved (55%)</b>	58.11%	46.14%	60.00%

**11.3.5.** It is a requirement that the supplier provides a price for all products contained within the pricing schedule. Failure to adhere to the above requirements may result in your disqualification from the tender process.

**11.4. Customer Requirements scoring (40.00%)**

**11.4.1.** Each question has been allocated a maximum number of points and a percentage weighting. The total customer requirements section points and weightings are summarised below:

<b>Tender Response Question</b>	<b>Total Maximum Points Available</b>
15	3
16	3
17	4
18	5
19	5
20	3
21	4
22	5
23	4
24	2
25	2
<b>Total</b>	<b>40.00%</b>

**11.5.** Each question in the customer requirements section will be scored in-line with the following methodology:

<b>Score</b>		<b>Methodology</b>
<b>4</b>	<b>Superior</b>	<p>The response supports an excellent degree of confidence in the Bidder's ability to deliver and exceed the specification requirements and expectations.</p> <p>Where appropriate the bidder's response is evidenced well with a high level of quality, detail and understanding. The bidder is considered to offer added value, likely to result in one or all of the below:</p> <ul style="list-style-type: none"> <li>• Quality</li> <li>• Performance</li> <li>• Efficiency</li> <li>• Outcomes</li> </ul>
<b>3</b>	<b>Comprehensive</b>	<p>A comprehensive response submitted in terms of relevance, detail and evidence and able to meet in full the requirements. A high degree of confidence in the Bidder's ability to do what is being requested.</p>
<b>2</b>	<b>Acceptable</b>	<p>An acceptable response, the response answers the majority of the questions and addresses many of the points in adequate detail. The answer is to the Institution's benefit.</p>
<b>1</b>	<b>Satisfactory</b>	<p>The response meets expectations. Sufficient detail provided to demonstrate ability to provide the requirement.</p>
<b>0</b>	<b>Unsatisfactory</b>	<p>There is no response or the response does not answer the question in a meaningful or effective manner.</p>

**11.6.** The panel of evaluators will apply the above criteria to determine the overall quality of each answer and allocate a mark for the answer in accordance with the above methodology. The panel will also provide a justification for the mark that is allocated to the answer. The marks and related justifications will be recorded. An agreed score will then be determined by the evaluation panel.

**For example, only - A score of 145 for customer requirements will be calculated as follows**

$$40/160 \times \text{bidders score e.g. } 40/160 * 145 = 36.25\%$$