



**CORE EDUCATION TRUST  
CITY ACADEMY – PHASE 1**

## **Invitation to Tender (ITT)**

City Academy – External Staircase works at  
23 Langley Walk, Birmingham B15 2EF

**The deadline for submission of tenders is 16:00 on 26 February 2024.**

January 2024



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## **1.0 INTRODUCTION AND GUIDANCE TENDER CONDITIONS**

### **1.1 Definitions**

The following definitions apply to this Invitation to Tender (ITT) and its supporting attachments:

- 1.1.1. Business Day is Monday to Friday excluding public holidays.
- 1.1.2. Bidder is any economic operator, regardless of their structure or organisation that submits or intends to submit a bid in response to this ITT.
- 1.1.3. Bidder Party is any third party that the Bidder includes in the process of preparing a bid in response to this ITT.
- 1.1.4. Bid Response Deadline is the date specified in the timetable for the delivery of a final response to this ITT.
- 1.1.5. The works will be delivered via a Design and Build Contract.
- 1.1.6. The contracting party will be the CORE Education Trust (CORE / “the Trust” / “the Client”).

### **1.2 Context**

- 1.2.1. City Academy (URN: 139797) is a secondary school in Birmingham and is one of the academies which form part of the CORE Education Trust multi-academy trust portfolio. The pupil age range is 11 to 16.
- 1.2.2. The main City Academy site is located at 23 Langley Walk, Birmingham B15 2EF; which is in the heart of Birmingham. The existing building is a converted modern office building which was constructed in the early 2000s. The office building was converted into an academy as part of the Department for Education’s Free School Programme.
- 1.2.3. City Academy has recently completed an internal refurbishment of the main building. As part of these works the internal circulation has been reorganised. To make the most of this reorganisation a new external staircase is required so that the main point of pupil access into the building will be off Cregoe Street.
- 1.2.4. The existing City Academy site consists of a single four storey office block with the main pedestrian entrance off Langley Walk and vehicle access into rear yard off Cregoe Street. In the rear yard there a single multi-use game area for the pupils and general informal play and seating areas.
- 1.2.5. The Department for Education (DfE) has transferred the vacant site on Cregoe Street (which is directly opposite the Academy) to the Trust. The Academy is using this site for staff car parking. The Trust will be seeking to redevelop the vacant site into a sports hall complex at some point in the future.
- 1.2.6. This tender relates specifically to a new external staircase which will enhance the vertical circulation of the main building. The new staircase will allow pupils to directly enter the building from Cregoe Street.

1.2.7. The Trust have commissioned a design and obtained planning approval for the external staircase – planning application reference 2023/04305/PA. Permission was granted on 12 October 2023.

The follow the link below to access the application and decision notice:

<https://eplanning.birmingham.gov.uk/Northgate/PlanningExplorer/Generic/StdDetails.aspx?PT=Planning%20Applications%20On-Line&TYPE=PL/PlanningPK.xml&PARAM0=1257751&XSLT=/Northgate/PlanningExplorer/SiteFiles/Skins/Birmingham/xslt/PL/PLDetails.xslt&FT=Planning%20Application%20Details&PUBLIC=Y&XMLSIDE=/Northgate/PlanningExplorer/SiteFiles/Skins/Birmingham/Menu/PL.xml&DAURI=PLANNING>

1.2.8. The works will include, but not limited to, the following:

- Appointment of a design team and CDM-C
- Completion of the detail design RIBA Stage 4 – 6
- Procurement of the packages
- Development of the cost plan and phasing arrangements
- Discharge of the planning conditions
- Drainage diversions
- Ground and foundation works
- Erection of the steel work and cladding
- Associated mechanical and electrical works
- Connections to the main building
- Internal alterations (walls, M&E etc.) on each floor to facilitate the link through
- External and internal fire doors
- External and landscape works around the new staircase.

1.2.9. The project will be divided into two stages:

**Stage 1** - A Pre-Construction Services Agreement (PCSA) to finalise the RIBA Stage 4 design and package costs. Develop a robust programme and phasing strategy which uses school holidays effectively. Place early orders for key packages e.g. steel design and fabrication. Prepare the Contractor's Proposal and necessary JCT Contract schedules. Stage 1 will be undertaken via JCT PCSA Contract 2016.

**Stage 2** – Once the cost and programme is finalised and agreed, delivery of the works via a JCT Design and Build Contract 2016.

1.2.10. The Stage 1 works are to commence in March 2023 and complete as early as possible. The Stage 2 works are to be programmed to maximise the use of the summer school holiday.

1.2.11. The Trust have appointed a project management consultant, CJA Property Consulting, and the initial design was undertaken by Pinnacle-ESP. The Principal Designer is Pinnacle-ESP. The planning consultant is Turley.

1.2.12. The Approved Inspector on original building refurbishment was Clarke Banks. However, they have not been reappointed as yet for the staircase project.

### **1.3 Invitation to Tender**

1.3.1. The Trust is seeking tenders from suitably qualified and experienced contractors with a strong track record of education work, working on live school sites and with experience of two-stage design and build projects.

1.3.2. Given the level of existing design the PCSA Stage 1 period will be a relatively short period of circa 4-6 weeks. The Trust reserves the right to not to progress with Stage 2.

1.3.3. The requirements are fully detailed in this ITT and the following associated documentation:

- Annex A – Evaluation Criteria
- Annex B – Supplier Response Document
- Annex C – Schedule of Works Pricing Document
- Annex D – Scope of Services
- Annex E – Design / Planning Application drawings and conditions
- Annex F – Generic Employer's Requirements
- Annex G – Site Information and Surveys
- Annex H – Contractor's Proposals Minimum Requirements
- Annex J – Certificate of Non-Collusion
- Annex K – Form of Tender

1.3.4. The purpose of this ITT is to:

- Enable Bidders to demonstrate their experience, expertise and suitability for the Trust's requirement and to provide a commercial response; and
- Enable the Trust to select a preferred contractor offering the most economically advantageous tender.

### **1.4 Confidentiality**

1.4.1. The information contained within this ITT is made available by the Trust on condition that Bidders shall not use the information for any purpose other than when preparing a bid or deciding whether to bid.

1.4.2. Bidders shall ensure that any Bidder Party who receives any of the information is made aware of, and complies with, the provisions herein as if they were a Bidder.

1.4.3. The Trust may disclose detailed information relating to bids to employees, agents or advisers and they may make the bid available for inspection by the Trust directors, employees, agents or advisers.

1.4.4. The Trust also reserves the right to disseminate information that is materially relevant to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial confidence in its bid.

1.4.5. The Trust will act reasonably in regards to the protection of commercially sensitive information relating to the Bidder, subject to the Client's duties under the Freedom of Information Act (2000) and the Environmental Information Regulations (2004).

## 1.5 Conflicts of Interest

- 1.5.1. The Trust requires all actual or potential conflicts of interest (including in particular those arising where a member of its supply chain or any adviser put forward by one Bidder is the same firm or company or is a member of the same group of companies as that put forward by another Bidder or is working for the Trust on this or similar schemes) to be resolved to the Trust's satisfaction prior to the delivery of the Bidders' bid in response to this ITT. Failure to declare such conflicts and / or failure to address such conflicts to the reasonable satisfaction of the Trust could result in a Bidder being disqualified from the tender process.
- 1.5.2. Any Bidder which is concerned that it is or may be a related party to the Trust or advisors should contact the Trust by posing the query as a question by email to Jo Sargeant ( [js@core-education.co.uk](mailto:js@core-education.co.uk) ) and inform them of the nature of the relationship prior to submitting a bid. This information will remain confidential and not shared with other bidders.
- 1.5.3. Any Bidder that fails to disclose a relationship will be disqualified from the tender process.

## 1.6 Canvassing

- 1.6.1. The Trust reserves the right to disqualify (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by a Bidder or a member of its supply chain may attract) any Bidder or a member of its supply chain who, in connection with this ITT:
- Offers any inducement, fee or reward to any member or officer of the Trust or any person acting as an adviser for the Trust in connection with this ITT;
  - Canvasses any of the persons referred to above in connection with this ITT; or
  - Contacts any member or officer of the Trust prior to the notification of a decision about any aspect of this ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possibility of their future employment or engagement by the Bidder).

## 1.7 Non-Collusion

- 1.7.1. The Trust reserves the right to disqualify (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this procurement:
- Fixes or adjusts the amount of their bid by or in accordance with any agreement or arrangement with any other Bidder (other than a member of its own consortium or own supply chain members);
  - Enters into any agreement or arrangement with any other Bidder or that Bidder's supply chain members to the effect that they shall refrain from making a bid, or they agree the amount of any bid to be submitted;

- Causes or induces any person to enter such agreement as is mentioned or to inform the Bidder or any member of that Bidder's supply chain of the amount or approximate amount of any rival bid;
- Offers or agrees to pay or give, or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done, any act or omission in relation to any other bid or proposed bid for this procurement; or
- Communicates to any person other than the Trust the amount or approximate amount of their proposed bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a bid).

## **1.8 Intellectual Property**

- 1.8.1. The copyright in this and all other issued documents is vested in the Trust and may not be reproduced, copied or stored in any medium without the prior written consent of the Trust except in relation to the preparation of a bid. All documentation supplied by the Trust in relation to this procurement is and shall remain the property of the Trust and must be returned on demand, without any copies being retained.
- 1.8.2. The Trust reserve the right to require the assignment or grant of a royalty free non-exclusive licence of all intellectual property relating to or in connection with any bid resulting in the award of contract to the relevant Bidder.

## **1.9 Publicity**

- 1.9.1. Bidders and all members of the Bidder's supply chain shall not undertake (or permit to be undertaken) at any time, whether at this stage or after finalisation of the tender process, any publicity activity with any section of the media in relation to this procurement other than with the prior written agreement of the Trust. Such agreement shall extend to the content of any publicity. In this paragraph, the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large, and the representatives of such media.

## **1.10 The Trust's Right to Reject Bids**

- 1.10.1. The Trust reserves the right to reject or disqualify a Bidder and/or a member of its supply chain where:
- A bid is completed incorrectly, is materially incomplete or fails to meet the Trust's submission requirements which have been notified to Bidders; and
  - The Bidder contravenes any of the terms and conditions of this procurement.
- 1.10.2. The disqualification of a Bidder will not prejudice any other civil remedy available to the Trust and will not prejudice any criminal liability that such conduct by a bidder may attract.
- 1.10.3. The Bidder is wholly responsible for their own costs of responding to this ITT and Trust will not accept any claims for reimbursement should the Bidder be unsuccessful.

## **1.11 Right to Cancel or Vary the Process**

1.11.1. The Trust reserves the right:

- To cancel or withdraw from the tender process at any stage;
- To alter the timetable to contract award;
- Not to award the contract for Stage 1 and/or Stage 2;
- To require a Bidder and/or a member(s) of its supply chain to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and
- Amend the terms and conditions of the tender process.

## **1.12 Provision of Further Information by Bidders Prior to Submitting a Bid**

1.12.1. The Trust may rely on the information provided by Bidders during their appointment (including but not limited to information concerning the members and structure of any consortium). If, at any time during this tender process there are any material changes to the same, the Bidder must advise the Trust in writing as soon as practicable providing full details of the change (even if this is prior to the submission of a bid).

1.12.2. The Trust reserves the right to request further information about the Bidder and/or its supply chain at any time during the procurement.

1.12.3. Upon receipt of such information, the Trust shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder, if necessary, as a result of that process.

## **1.13 Governing Law**

1.13.1 All communications will be conducted, and all documents will be prepared, in the English language. The communications and all subsequent contracts executed will be subject to English law and the exclusive jurisdiction of the English courts.

## **1.14 Contact Information**

1.14.1 Point of contact for this procurement process:

Jo Sargeant [js@core-education.co.uk](mailto:js@core-education.co.uk) and Craig Akhurst [craig.akhurst@cjapropconsulting.com](mailto:craig.akhurst@cjapropconsulting.com)



## 2.0 INSTRUCTIONS TO BIDDERS

Bidders are deemed to understand the processes that the Trust is required to follow under the Public Contracts Regulations (2015) and all applicable legislation so far as they relate to this ITT.

### 2.1 Scope

2.1.1. The project will be procured under a two-stage process as noted in Section 1. The awarded contractor will be required to sign a JCT Pre-Contract Services Agreement (PCSA) to: develop the detail design; undertake additional surveys; prepare a programme and phasing strategy; secure specialist packages; discharge planning conditions; obtain all necessary health and safety permits; finalise the scope and product specifications; and to fix the contract sum.

2.1.2. The contractor will be required to submit a detailed set of Contractor's Proposals which will be included within the main JCT Design & Build contract.

2.1.3. The Stage 1 fee proposal should include for all design matters necessary to undertake the works and should include for the appointment of an approved inspector / building control.

2.1.4. Bidders must demonstrate that they have the following insurances:

- Public liability insurance cover of at least £10 million (ten million pounds sterling);
- Professional indemnity insurance cover of at least £5 million (five million pounds sterling); and
- Employer's liability insurance cover of at least £5 million (five million pounds sterling)

or would commit to obtain this if awarded a contract.

### 2.2 Procedure and Dates for Submission of Bids

2.2.1. Bidders are invited to submit their bids to the Trust by the Bid Response Deadline stated in section 3.3 – Bid Timetable.

2.2.2. Bid submissions should be made using the documentation and directions given in this ITT and associated documents and the Supplier Response Document (Annex B) and Schedule of Works Pricing Document (Annex C).

2.2.3. Bidders are able to attend the site in order to fully appreciate the extent of the works required. Visit to external areas can be arranged **up to 1 weeks prior to tender return submission** on request by emailing Jo Sargeant [js@core-education.co.uk](mailto:js@core-education.co.uk) and Craig Akhurst [craig.akhurst@cjapropconsulting.com](mailto:craig.akhurst@cjapropconsulting.com) (providing the names of a maximum of five personnel per bidder).

2.2.4. The Trust reserves the right to extend the Bid Response Deadline.

2.2.5. The Trust will evaluate the bids by applying the evaluation criteria, which is set out in section 4 of this ITT.

- 2.2.6. Following receipt of bids, the Trust may request clarification of those bids in order to enable the evaluation to be completed. Bidders will not have the opportunity to revise their bids after the Bid Response Deadline.
- 2.2.7. Following receipt of bids and after any clarification, the Trust will evaluate the bids received by applying the evaluation criteria and may select a successful Bidder to be appointed.
- 2.2.8. All queries regarding the tender should be sent by email to Jo Sargeant [js@core-education.co.uk](mailto:js@core-education.co.uk) and Craig Akhurst [craig.akhurst@cjapropconsulting.com](mailto:craig.akhurst@cjapropconsulting.com). Responses to any such contact will be distributed to all prospective bidders who have shown an interest in the opportunity unless the information marked as commercially sensitive. Any attempt to liaise via any other party, or use a communication method other than the electronic tendering portal, may result in the Bidder being disqualified from the tender process

### **2.3 Information Available to Bidders**

- 2.3.1. All information initially available to Bidders is contained within this ITT.
- 2.3.2. Bidders may submit questions and requests for clarification or further information up until the final date for clarifications as detailed in section 3.3 - Bid Timetable.
- 2.3.3. The Trust's policy in respect of sharing information is that all questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Bidders on an anonymous basis. Therefore, should Bidders wish to avoid such disclosure the request must be clearly marked "In confidence - not to be circulated to other Bidders" and the Bidder must set out the reason(s) for the request for non-disclosure to other Bidders.
- 2.3.4. If the Trust considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or be treated as not confidential. The Trust will deem that the question or request for clarification or further information has been withdrawn if the Trust are not contacted in writing within 3 Business Days following the Bidder being so informed.

### **2.4 Costs and Expenses**

- 2.4.1. Any costs or expenses incurred by any Bidder, or other person throughout the process, will not be reimbursed by the Trust and neither the Trust nor any of their representatives will be liable in any way to any Bidder or other person for any costs, expenses or losses incurred by any Bidder or other person in connection with this tender process including the possibility of being required to formally present their bid.

### **3.0 EXPLANATION OF BIDS REQUIRED**

#### **3.1 General**

- 3.1.1. This section provides Bidders with details of the form and content of bids that are invited.
- 3.1.2. If a Bidder does not comply with any of these requirements, the Trust may, in its sole discretion, disqualify the bid of that Bidder.
- 3.1.3. Bidders should ensure that bids are submitted in good time to prevent delays caused by technology failures.

#### **3.2 Number, Type, Format and Content of Bids**

- 3.2.1. Each Bidder shall be invited to submit a bid in accordance with the process described in this ITT and in the format set out in the Annex B and Annex C of this document.

##### **3.2.2. The following must be included in the Bidders' submission:**

- **Annex B completed (with all required attachments)**
- **Annex C completed in excel format**
- **Annex J completed**
- **Annex K completed**
- **Insurance Certificates (provide copies thereof)**

- 3.2.3. Each bid shall be submitted electronically via email in either a Microsoft Word or Adobe PDF or Excel format using the templates provided. If submitted in pdf format, an Excel version must be made available upon request.

- 3.2.4. All pages of the submission must be sequentially numbered.

- 3.2.5. Bids should be as concise as possible, whilst providing sufficient information to enable the Client to evaluate.

- 3.2.6. Bid wording should be unambiguous, and directly address the requirement stated.

- 3.2.7. All bids, correspondence and documents must be submitted in English.

- 3.2.8. All references to costs/rates must be submitted in pounds sterling with the rates firm for the duration of the contract and not be subject to any variation unless provided for in the conditions of contract.

- 3.2.9. For a bid to be considered by the Trust, the Bidder should ensure that it is compliant with all the requirements and assumptions set out in this ITT, even where Bidders disagree with any such requirements and assumptions. The only exception is if the Trust specifically amends any point during the tender process.

- 3.2.10. All supporting documentation should be provided separately and be given an appropriate filename and document title to make it clear what it is.

- 3.2.11. If Bidders submit a generic policy or similar document, they must indicate clearly the page and paragraph reference that is relevant to a particular part of the bid.

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3.2.12. Any deliberate alteration of the Trust's requirement within the bid will result in it being rejected unless such amendment has been previously agreed in writing.

3.2.13. Should any part of the bid be ambiguous or open to interpretation, the evaluation panel will seek clarification in writing from the Bidder via e-mail before completing the evaluation of the bid.

### 3.3 Bid Timetable for the tender process

Date	Stage
19 January 2024	ITT released
26 February 2024	Tender return date
W/C 4 March 2024	Tender interviews (TBC)
11 March 2024	Appointment of Preferred Contractor to Stage 1
25 March to 03 May 2024	Stage 1 commencement (PCSA) – surveys / investigations / complete detail design / finalise scoping and specifications
6 May 2024	Completion of Stage 1 and submission of Contractor's Proposals
10 May 2024	Stage 2 JCT Contract award
13 May to 24 May 2024	Mobilisation / early orders
3 June 2024	Start on site
End tbc	Contract Target completion date

3.3.1. Anything that can be done to improve on these timescales would be welcomed by the Trust.

3.3.2. The Trust reserves the right to amend the timetable set out above or extend any time period.

3.3.3. Bids must remain open for acceptance for a period of forty-five days from the Bid Response Deadline. A bid not valid for this period may be rejected by the Trust.

## 4.0 BID EVALUATION AND CONTRACT AWARD

### 4.1 General

4.1.1 All bids will be opened / downloaded at the same time. Each bid will be scored in accordance with the formula and protocol set out/referred in this section 4.

### 4.2 Evaluation Methodology

4.2.1 The requirements set out/referred to in the Supplier Response Document in Annex B, Annex C and associated documents are deemed essential and must be provided to ensure your bid is considered. Bidders must demonstrate their ability to meet all of these requirements. If a Bidder fails to do so, they will be deemed non-compliant and will be excluded from the procurement process.

### 4.3 Evaluation Criteria

4.3.1 The evaluation criteria are stated in Annex A.

## Annex A – Evaluation Criteria

The Contractor will be evaluated based on the following criteria:

Question	Weighting (%)
<b>(A) Insurance</b>	Pass / Fail
<b>(B) Financial Criteria</b>	<b>40%</b>
Pricing – Proposed fee (Stage 1 - PCSA)	5%
Pricing – Preliminaries, Overheads and Profit	10%
Pricing – Schedule of Works	25%
Financial Standing	Pass / Fail
<b>(C) Qualitative Criteria</b>	<b>60%</b>
Methodology	20%
Programme	10%
Previous Experience	20%
Resources Skills & Experience	10%
Form of Contract	Pass / Fail
References	Pass / Fail
<b>Total</b>	<b>100%</b>

Questions will be scored out of 10 marks, with percentage weighting applied as per the table above.

Points Awarded	Acceptability	Description
0	Unacceptable	The information provided is omitted / no details provided
1-2	Poor	The submission does not address the question or the applicant has not demonstrated relevant capacity
3-4	Fair	The submission is superficial and generic in its scope. The questions are not fully answered, or limited relevant capability has been demonstrated.
5-6	Satisfactory	The submission is compliant, realistic and achievable. The requirements of the question are covered and relevant activity has been demonstrated.
7-8	Good	The submission is compliant, robust and documented. The requirements of the question are understood and substantial relevant capacity has been demonstrated.
9-10	Excellent	The submission is innovative and adds value which exceeds expectations. The requirements of the question are understood and extensive relevant capacity has been demonstrated.

The Client reserves the right to request additional information which may be required as a result of the answers and information provided in the tender.

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The Contractor's completed tables in Annex B and Annex C will be interrogated by the Client and further clarification may be sought, if no satisfactory clarification is provided, the tender may be rejected.

The basis of the price evaluation is the use of the lowest price tender receiving the highest score for price in each category. The Contractor with the lowest submitted price in each category will receive the maximum price score in each category, i.e. 30% for the Proposed Costs and 10% for the proposed Preliminaries, Overheads and Profit, Contingency. This cost will then be divided by each of the remaining Contractors cost for that category. The following relative formula will be used:

$$\frac{\text{Lowest price tendered}}{\text{Price tendered}} \times \% \text{ Weighting} = \text{Score}$$

The evaluation of tenders submitted will be undertaken by an Evaluation Panel, comprising of representatives from the Trust team, the consultant team and CJA Property Consulting.

In addition to the scoring an affordability test will be undertaken and together with the scores a judgement will be made which provider offers the most economically advantageous tender.

## **Annex B – Supplier Response Document**

Enclosed separately.

## **Annex C – Schedule of Works Pricing Document**

Enclosed separately.

**Please complete and return as an excel file and PDF file.**



## **Annex D - Scope of Services**

Enclosed separately.

## **Annex E – Design**

Enclosed separately.

## **Annex F – Generic Employer’s Requirements**

Enclosed separately.

## **Annex G – Site Information and Surveys**

Enclosed separately.

## **Annex H – Contractor’s Proposals Minimum Requirements**

Enclosed separately.

## **Annex J – Certificate of Non-Collusion**

Enclosed separately.

**To be signed and returned by the Bidder.**

## **Annex K – Form of Tender**

Enclosed separately.

**To be signed and returned by the Bidder.**