



**CORE EDUCATION TRUST
JEWELLERY QUATER ACADEMY**

Invitation to Tender (ITT)

Jewellery Quarter Academy – Remodelling and Refurbishment
works at

1 Albion Street, Birmingham, B1 3AA

The deadline for submission of tenders is 16:00 on 28 June 2024.

May 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 divided into two phases, with Phase 1 being the subject of this tender. Phase 2 will be tendered in the future via a separate ITT.
- 1.1.6. The contracting party will be the CORE Education Trust (CORE / “the Trust” / “the Client”).

1.2 Context

- 1.2.1. Jewellery Quarter Academy (URN: 141003) 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. Jewellery Quarter Academy is currently operating on a single site at St George’s Court, 1 Albion Street, B1 3AA; which is in the heart of Birmingham. The existing building is a converted workshop and office building which was constructed in stages between 1930s and 1960s. The building was converted in 2014/15 into an academy as part of the Department for Education’s Free School Programme.
- 1.2.3. The Building is set over four storeys, including a basement area that was being used as gym. The main visitor and pupils entrance is off Albion Street; with an additional pupil entrance off Pope Street which goes straight into the internal courtyard; and staff vehicle entrance of Camden Street. There is a staff car park underneath the raise play-deck.
- 1.2.4. The Trust is looking to undertake compliance works, refurbishment and undertake minor alterations to the Academy building in order to make the building more welcoming, create some interesting space and make the external spaces more ‘pupil centric’.
- 1.2.5. The Trust are seeking to appoint a suitably qualified design and build contractor with relevant Birmingham and schools’ experience.
- 1.2.6. While the works will start in the summer of August 2024 and to complete as early as possible, most likely December 2024. The works will extend into term time, with the academy operational throughout and the main contractor will need to allow for working on a live school site.

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1.2.7. The Trust are in the process of undertaking some compliance surveys and preparing a series of drawings which capture the required works – refer to Annex **XX**.

1.2.8. The identified funding for project is circa £1.8 million excluding fees and VAT.

1.2.9. The proposed works are to be funded directly by the Trust.

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

- Compliance works:
 - Installation of fire doors and upgrades to existing fire doors.
 - Repairs/replacement of fire detectors.
 - Installation of fire barriers and duct dampers.
 - Upgrades to compartmentation walls.
 - Alterations to access control doors (including linking to the fire alarm system).
 - Installation of fire signage.
- Redecoration to the walls in circulation and corridor routes.
- Repairs and replacement of clips to the heating pipework.
- Alterations and replacement of the pupil WCs on lower ground, first and second floor.
- Removal of two teaching spaces and the extension of the existing LRC with its current location.
- Removal of existing unnecessary partition walls which restrict pupil movement and sightlines around the main central staircase.
- Create a new pupil entrance route from Albion Street, with a new fire rated staircase going from street level down to the existing dining canteen. This staircase will be located alongside the enlarged LRC.
- Removal of the WCs and showers within the basement, which was previously used as a gym. The new staircase will
- Convert the existing staff room into a large school hall with expose roof trusses. The underside of the ceiling may require additional insulating. This will required the removal of two existing classrooms.
- New LED lighting to the existing dining canteen.
- External works include:
 - Removal of weld-mesh fencing to the external dining area.
 - Enclose the external dining area with aluminium glazed doors and screens. Provide high level radiant heat panels and new LED lighting. Undertake alterations to the rear partition to open up the existing windows within the external dining area.
 - Removal of the weldmesh fencing around mini-MUGA and take up the astro-turf.
 - In part of the existing car-park (furthest from the car park entrance) reuse the weldmesh to create a caged basketball court area. Install three number fixed basketball hops.
 - Re-use the existing weldmesh to provide ball protection to the existing windows.
 - Re-use the existing weldmesh to infill the gaps between the structure of two existing external metal staircases and the buildings so that an
 - Undertake remedial works to the raised concrete play-deck so that it is not slippery when wet. This will include the installation of additional drainage to the low points in the play-deck.
 - Remedial works to brick and stone work on the external facades.
 - Removal of asbestos and hazardous materials from the unused basement below the car park.

- Associated M&E works with all of the above.

1.2.11. The Trust are in the process of appointing an external project manager. The main contractor will be required to appoint all the other design team consultants to support with the development of the RIBA Stages 3 to 5 designs and construction of the works. The main contractor will also be required to scope and procure any specialist surveys as maybe required to inform the design and/or the works.

1.2.12. The contractor's design team will need to include the following consultants:

- Architect
- Mechanical and Electrical consultant
- Structural engineer
- Acoustic consultant
- Planning consultant
- Principal Designer
- Approved Inspector

1.3 Invitation to Tender

1.3.1. The Trust is seeking tenders from suitably qualified and experienced design and build contractors with a strong track record of undertaking internal building refurbishment and MEP system upgrading in the central Birmingham area on a two-stage design and build basis to:

Stage 1 - Pre-contract services agreement (PCSA) to undertake the necessary surveys as required; develop a realistic method of work and programme; develop the detail design solution for the works; finalise the specification of the products for the refurbishment; finalise the costs; and development of the contractor's proposals.

Stage 2 - Delivery of the works to an agreed price via JCT Design and Build Contract 2016.

1.3.2. At this point we do not believe planning will be required for the works as they are predominately internal alterations which are not visible from the surrounding street.

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 Information
- Annex F – Generic Employer's Requirements and Preliminaries
- Annex G – Existing Floor Plans
- 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 Client'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.

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- 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 Joanne Tyler jt@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);

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- 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;
- 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:

Joanne Tyler jt@core-education.co.uk and Joanne Sargeant js@core-education.co.uk

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 European and domestic 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 invited to sign a Pre-Contract Services Agreement (PCSA) to deliver the surveys, programme / phasing and final scope and specifications to an agreed contract sum.

2.1.2. To undertake the works the Contractor will be required to:

- Carrying out surveys to enable the works including an asbestos surveys.
- Undertake investigations to facilitate the detailed design.
- Liaise with the statutory suppliers as necessary including UKPN.
- Appoint consultants/suppliers to undertake the detailed design during Stage 1 - including mechanical and electrical; acoustic consultant; architects/interior designers; Principal Designer; and Approved Inspector.
- Work with the Client team to finalising the scope and specifications of the refurbishment works.
- Ensure that all materials and products are available in the required timescales.
- Develop a delivery programme and building management strategy for the works. Please note that access of tenants living on the top floor will need to be maintained throughout the works.
- Prepare and obtain all necessary health and safety permits.
- Agreed a fixed contract sum for the works.

2.1.3. As the majority works are internal planning consent will not be required.

2.1.4. The design should include all design matters necessary to undertake the works and should include approved inspector / building control compliance as required.

2.1.5. 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 £2 million (two 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 internal areas can be arranged **up to 1 weeks prior to tender return submission** on request by emailing Joanne Tyler jt@core-education.co.uk and Joanne Sargeant js@core-education.co.uk (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 Joanne Tyler jt@core-education.co.uk and Joanne Sargeant js@core-education.co.uk. Responses to any such contact will be distributed to all prospective bidders who have shown an interest in the opportunity unless the information is commercially sensitive. Any attempt to liaise via any other party, or use a communication method other than via the email addresses above, 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

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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 of current insurances)**

- 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.

- 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
3 June 2024	ITT released
28 June 2024	Tender return date
5 July 2024	Tender interviews (TBC)
8 July 2024	Appointment of Preferred Contractor to Stage 1
8 July 2024 to 31 July 2024	Stage 1 commencement (PCSA) – surveys / investigations / finalise scoping and specifications
2 August 2024	Stage 2 JCT Contract signature
5 August 2024	Mobilisation
August 2024	Start of site (TBC)
December 2024	Contract Target completion date (TBC)

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 (%)
(A) Insurance	Pass / Fail
(B) Financial Criteria	40%
Pricing – Proposed fee (Stage 1 - PCSA)	5%
Pricing – Preliminaries, Overheads and Profit	10%
Pricing – Schedule of Works	25%
Financial Standing	Pass / Fail
(C) Qualitative Criteria	60%
Methodology	30%
Programme	10%
Previous Experience	10%
Resources Skills & Experience	10%
Form of Contract	Pass / Fail
References	Pass / Fail
Total	100%

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 and the client project manager.

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 Intent

Enclosed separately.

Annex F – Generic Employer’s Requirements and Preliminaries

Enclosed separately.

Annex G – Site Plans

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.