



TENDER DOCUMENTATION

FOR THE SUPPLY OF

**FRAMEWORK AGREEMENT FOR
GENERAL LANDSCAPING WORKS
AND / OR THE FABRICATION AND
INSTALLATION OF METAL RAILINGS
/ GATES PLUS THE
INSTALLATION OF FENCING.**

TENDER REF. NIB18MC

PREPARED BY :
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CLOSING DATE:
12 NOON TUESDAY 06/03/18

PROPERTY AND MAINTENANCE
SERVICES DIRECTORATE
CORNERSTONE
2 EDWARD STREET
STOCKPORT
SK1 3NQ

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1.0 – INVITATION TO TENDER

- 1.01 Stockport Homes Limited (SHL) invites competitively tendered offers in accordance with the attached Tender documents.
- 1.02 Tenderers are advised to read this Invitation to Tender and all supporting documentation very carefully to ensure they are familiar with the nature and extent of the obligations to be accepted by them if their tender is successful.
- 1.03 SHL does not bind themselves to accept the lowest, or any offer and receives the right to cancel the procurement process at any time.
- 1.04 SHL will not be responsible for, or pay any expenses incurred by the Tenderer in preparation of this tender.
- 1.05 Any apparent ambiguities, errors, or omissions in the tender documents should be notified to SHL's Procurement Officer without delay; please mark emails FAO The Procurement Officer and send to procurementshl@stockporthomes.org
- 1.06 It is the sole responsibility of the Tenderer to ensure their tender is received in time, and to register for any relevant procurement portals in advance.
Tenders received after the closing date will not be accepted.
- 1.07 Completed tenders are to be returned by email to procuremtshl@stockporthomes.org. Tenders submitted by other means will not be accepted. N.B. when you send an email to the procurement inbox you should receive an automated response message, if you do not receive this or are concerned your email has not been received please ring 0161 474 3579.

- 1.08 Clarification questions relating to this tender must be emailed to procurementshl@stockporthomes.org. The deadline for receipt of clarification question is 7 calendar days before the tender return deadline. Responses given to clarification questions will be shared with all tenderers, unless you expressly require it to be kept confidential at the time the request is made. Should SHL decide the contents of the request are not confidential you will be given the opportunity to withdraw your clarification request.
- 1.09 All submissions must be in the English Language and priced in Sterling, exclusive of VAT.
- 1.10 The deadline for the return of completed tenders is 12 Noon Tuesday 06/03/18.
- 1.11 Tenders must be accompanied by (all to be PDF unless specified otherwise):
- A signed form of offer
 - A signed completed Tender response document
 - Signed Certificate of Non-Canvasing
 - Completed Pricing Schedule (in Excel format)

2.0 – CONDITIONS OF TENDER

Period of Validity

- 2.01 The tender shall be open to acceptance by SHL for a period of six months.

Confidentiality

- 2.02 Tenderers must treat the tender documents and all details contained within, as private and confidential.
- 2.03 This invitation and its accompanying documents shall remain the property of SHL and must be returned on demand.

Freedom of Information Act 2000 (FOIA)

- 2.04 SHL is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).
- 2.05 As part of SHL's obligations under FOIA and / or EIR, it may be required to disclose information concerning the procurement process or the contract to anyone who makes a reasonable and valid request.
- 2.06 If tenderers consider that any of the information provided in their tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under FOIA and / or EIR.
- 2.07 Should an information request be received, SHL will endeavour to consult with tenderers and have regard to comments and any objections before it releases any information to a third party under FOIA and / or EIR. However, SHL shall be entitled to determine in its absolute discretion whether any information is exempt from disclosure, or if it is to be disclosed in response to a request for information.

2.08 SHL will make its decision on disclosure in accordance with the provisions of FOIA and / or EIR and can only withhold information if it is covered by an exemption from disclosure under FOIA and or EIR.

2.09 SHL will not be held liable for any loss or prejudice caused by disclosure of information that:

- Has not clearly been marked as “not for disclosure to third parties” along with supporting reasons or
- Does not fall into a category of information that is exempt from disclosure under FOIA and / or EIR or
- In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

Insurance

2.10 The successful Tenderer(s) must hold as a minimum the following insurances, throughout the duration of the contract period:

- Product Liability - £5 million
- Professional Indemnity Insurance - £2 million
- Public liability - £5 million
- Employer's Liability Insurance - £10 million

Assumptions

2.11 Tenderers must not make assumptions that SHL has experience of their organisation or their service provision even if on a current or previous contract. Tenders will only be evaluated on their information provided in their response.

Contract Monitoring, Performance Indicators and Key Performance Indicators (KPIs)

- 2.12 SHL is committed to helping improve the efficiency of contracted suppliers through sharing information on performance measurement. The final criteria for measuring performance shall be agreed with the successful supplier and formally documented.

Quantities Stated

- 2.13 Tenderers should note that where quantities are given in this specification they are estimates only and are not be binding on SHL.

Award Criteria

- 2.14 The Contract shall be awarded on the basis of the most economically advantageous tender (MEAT), using the criteria as outlined in the attached specification.
- 2.15 SHL is not bound to accept the lowest or any offer
- 2.16 The successful offer including any post tender clarification, together with SHL's written acceptance, and the tenderer's acceptance of SHL's standard Terms and Conditions will form a binding contract between SHL and the successful tenderer.

Price

- 2.17 Prices must be stated in the Price Schedule (as detailed at Appendix 2) and must remain open for acceptance until six months from the closing date for receipt of tenders.

Interviews

- 2.18 Interviews will be conducted to gain understanding and clarification of tenders. It is envisaged the top 3 contractors following an appraisal of the tender pricing data and preliminary marking of the tender quality submissions will be invited in. The provisional date for interviews is Thursday 15/03/18.

Tender Assessment

- 2.19 Tenders will be assessed by an Assessment Panel consisting of relevantly experienced members of SHL staff. Members of the Assessment Panel will independently award marks for each of the tender responses provided, based against an award criteria. They will then confer to award an overall mark.

Details of the scores given for each of the areas assessed will be fully recorded and will be communicated to tenderers before the award of the contract.

Social Value

- 2.20 We are committed to acting in a socially responsible way, and will seek to influence our contractors and partners to do the same. In accordance with the Social Value Act 2012, we will consider how the services we commission and procure might improve the economic, social and environmental wellbeing of the area. This will ensure that we are directing our purchasing power towards transforming people's lives and improving local communities wherever possible.

Canvassing

- 2.21 Any tenderer who directly or indirectly canvasses any Member of SHL concerning the award of the contract is likely to be disqualified.

Living Wage

- 2.22 SHL is a Living Wage employer, which means we are committed to paying all our staff the Living Wage. SHL encourages its suppliers to pay their own direct employees the Living Wage.

Modern Slavery Act

- 2.23 The Modern Slavery Act 2015 aims to eradicate Modern Slavery, including human trafficking, child labour, forced labour and servitude. SHL supports the principal of the act in eradicating modern slavery and seeks assurance from suppliers of their commitment to the Act.

3.0 – CONDITIONS OF CONTRACT

Stockport Homes Standard Terms and Conditions

- 3.01 These conditions of contract shall be read in conjunction with the Framework Agreement attached at Appendix 1. The Framework Agreement and the requirements within the specification, together with the successful tenderers response shall form the basis of the contract between SHL and the successful tenderer.

Period of Contract

- 3.02 It is anticipated that this contract shall commence on 01/04/18 and run for a period of 4 years to finish on 31/03/22.

Contract Management

- 3.03 The Contract Manager for this contract is Mike Coppock.
- 3.04 The successful Tenderer shall provide SHL with a designated point of contact for the duration of the contract. The designated contact shall be responsible for the execution and management of this contract and will liaise with SHL as required.

Contract Performance Review

- 3.05 The contract performance will be reviewed regularly, at a frequency set by SHL. This is likely to be more frequent in the first few months of delivery of the services. Successful tenderers are therefore required to ensure their full co-operation with SHL.

Financial Management – Orders and Payment

- 3.06 SHL shall pay correctly addressed and undisputed invoices within 21 days in accordance with the standard Terms and Conditions of the contract.
- 3.07 Invoices are to be sent to appointed officer for finance address/surveyors.

Subcontractors / Suppliers

- 3.08 SHL will consider tenders where subcontractors are used or where some of the services required in this ITT are provided in consortium or shared services arrangements. Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements your response to the relevant section in the Tender Response Documents should provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each subcontractor and the key contract deliverables each sub-contractor is responsible for.

Non-Compliant / Incomplete Tenders

- 3.09 Tenders may be rejected if the complete information called for is not given at the time of tendering or if the tender submission fails to comply with the format and presentation as instructed in this ITT document.

4.0 – BACKGROUND TO STOCKPORT HOMES

4.0 About Stockport Homes

Stockport Homes was formed in 2005 to manage housing stock across Stockport on behalf of Stockport Council. As a limited company we operate as an ALMO (Arms Length Management Organisation), so whilst the company is owned by the Council, we operate independently on day to day matters and delivering services to our customers. We currently manage 11,500 properties across the Borough.

During 2016 we extended our services, through a new trading company “Three Sixty” and a development company “Viaduct”, the new companies mark an exciting period of growth for us along with bringing in new staff members and services under the Stockport Homes Group (SHG) Umbrella.

4.01 The ASPIRE Culture

The SHG ASPIRE culture makes sure we are delivering the services needed by our customers:

Ambition: we have the ambition and courage to challenge, translating this into commercial success and brilliant outcomes for customers.

Social Responsibility: We always try to do the right thing; using our role as a service provider, employer and buyer to generate trust, build our communities and empower our people.

Passion: we have a passion for what we do, with positive, motivated and enthusiastic staff who enjoy their work.

Innovation: we are innovative in everything we do, with the agility, creativity and edge to keep defying expectations and deliver fresh and exciting things.

Respect: we treat each other with respect; supporting and inspiring one another and collaborating across teams and partnerships.

Excellence: we continually improve how we work; challenging the status quo, learning from what goes well and always being professional.

4.02 Mission Statement

One Team Transforming lives

4.03 Aims

SHG Aims:

- Be a great place to work
- Be accountable to customers
- Maximise efficiency
- Reduce inequalities
- Build strong collaborative relationships locally, regionally and nationally
- Improve the Environment

Stockport Homes Aims:

- Engage customers and communities
- Provide comfortable, affordable homes
- Deliver thriving, safe and sustainable neighbourhoods
- Support the council to meet its aims in Stockport

5.0 – SPECIFICATION AND SCHEDULES

5.0 GENERAL INFORMATION

Purpose of Tender

To establish a framework agreement with multiple providers to deliver external works to communal areas and neighborhoods. The framework will be in two “Lots”:

- Lot 1 General Landscaping
- Lot 2 Fencing and Railings

Contract Period

5.1 It is anticipated that this contract shall commence on 01/04/18 and run for a period of 4 years to finish on 31/03/22.

Review Date

5.2 The contract will be reviewed 6 monthly and will remain in place subject to satisfactory performance detailed in the specification.

Location and Population

5.3 The service is borough wide and will deliver Neighborhood and Capital Investment works to areas within the Borough of Stockport.

Contracted Funding

5.4 The estimated value of the combined Lots during the framework agreement is £2,500,000 however this will be dependent upon the Neighborhood Investment Budget and Capital Investment Budget received by Stockport Homes through the Housing Revenue Account Fund during this period and the demand for each area of work. Under the Framework agreement there is no guarantee of this level of expenditure or work.

Payment for completed works will generally be 21 days in arrears.

Introduction / Framework Overview

- 5.5 Stockport Homes, intends to establish a 4-year framework agreement for the provision of Neighbourhood and Capital Investment Works, identified in Lots carrying out works to Stockport Homes properties and their local environment within the Borough of Stockport.

Structure of the Framework Agreement

- 5.6 The work is divided into two “Lots”;

“LOT 1 – General Landscaping” is for the service provision of the excavation and disposal of existing areas and supply and installing new surfaces including works such as tarmac paths and areas, concrete paths, edgings, concrete flagging, resin bound areas, street furniture and associated proprietary and drainage works in multiple areas throughout the borough, via a fixed schedule of rates. The work is not geographically grouped. Stockport Homes intends to appoint up to 6 providers for this Lot.

“LOT 2 – Fencing and Railings” is for the service provision of the excavation and disposal of existing fencing or boundaries and supply and installing new fencing, railings or gates as specified including any associated proprietary works in multiple areas throughout the borough, via a fixed schedule of rates. The work is not geographically grouped. Stockport Homes intends to appoint up to 6 providers for this Lot.

Bidders may be awarded a framework agreement for either “Lot 1”, “Lot 2”, or both of these Lots.

Being awarded a Framework Agreement does not guarantee any level of business. Award of a Framework Agreement for one “Lot” will not be any guarantee of award of a Framework Agreement for another “Lot”.

Operation of the Framework Agreement

5.7 LOT 1 – General Landscaping

From those Contractors who have been awarded a Framework Agreement for Lot 1, the lowest priced contractor will receive regular work packages to undertake the works and Stockport Homes will use reasonable endeavours to divide the work evenly between the contractors based on their ability to meet the response times. Stockport Homes cannot guarantee that the split will be equal at all times. Selection to undertake the work will be based on the lowest tendered costs for this Lot from the appointed framework providers, subject to compatible lead times. Should the main contractor be unable to respond to the lead times required, or at peak demand / times of the year, further packages will be offered to other contractors on the framework based on the lowest priced tendered schedule of rates, subject to compatible lead times. Any request for quotation must be based on the prices submitted in the tendered Pricing Schedule and will be at the Contractor's own cost, even where no order results from the quote. Works will be ordered on an ad hoc basis as and when needs arise. Stockport Homes may require individual pieces of work (e.g. communal garden areas) or packages of work (e.g. landscaping areas of an estate)

Once a Contractor has been selected, a period for commencing the Works will be agreed with the Stockport Home's Authorised Representative, in line with the lead-time indicated in the tender submission and/or request for quotation. It is expected that the lead-time will be no longer, than 2 – 3 weeks for each work package and that schemes to be progressed in a reasonable time frame depending on the size and complexity of the Works. Contractors will be requested to submit their work programs when tendering for packages of work. (Reasonable allowances will be made for inclement weather by notice to the Authorised Representative). The work will be ordered from the successful contractor via purchase orders from the commissioning team / authorised representative.

5.8 LOT 2 – Fencing and Railings

From those Contractors who have been awarded a Framework Agreement for Lot 2, the lowest priced contractor will receive regular work packages to undertake the works and Stockport Homes will use reasonable endeavours to divide the work evenly between the contractors based on their ability to meet the response times. Stockport Homes cannot guarantee that the split will be completely equal at all times. Selection to undertake the work will be based on the lowest tendered costs for this Lot from the appointed framework providers, subject to compatible lead times. Should the main contractor be unable to respond to the lead times required, or at peak demand / times of the year, further packages will be offered to other contractors on the framework based on the lowest priced tendered schedule of rates, subject to compatible lead times. Any request for quotation must be based on the prices submitted in the tendered Pricing Schedule and will be at the Contractor's own cost, even where no order results from the quote. Works will be ordered on an ad hoc basis as and when needs arise. Stockport Homes may require individual pieces of work (e.g. railings / fencing to a communal garden area) or packages of work (e.g. railings / gates to properties on a street).

Once a Contractor has been selected, a period for commencing the Works will be agreed with the Stockport Home's Authorised Representative, in line with the lead-time indicated in the tender submission and/or request for quotation. It is expected that the lead-time to include any fabrication work will be no longer, than 3 – 4 weeks for each work package and that schemes to be progressed in a reasonable time frame depending on the size and complexity of the Works. Contractors will be requested to submit their work programs when tendering for packages of work. (Reasonable allowances will be made for inclement weather by notice to the Authorised Representative). The work will be ordered from the successful contractor via purchase orders from the commissioning team / authorised representative.

SERVICE SPECIFICATION

General

- 5.9 The service specification is applicable to all LOTS unless otherwise indicated.
- 5.10 The Contractor is responsible for sourcing all of the necessary materials. Where specific products have been specified in the Pricing Schedule, these products must be used unless the Contractor has received prior written agreement from the Authorised Representative to use an alternative product. Provided any proposed alternatives are demonstrably equivalent in terms of functionality and performance, this authorisation shall not be unreasonably withheld.
- 5.11 The contractor will be responsible for carrying out the works in their entirety and they will be responsible for any subcontractors utilised for specialist installations, areas of work or equipment items. Any routine use of subcontractors for standard items must be included in the contractors response, sub contracting of the majority of the works will be prohibited under this framework agreement.
- 5.12 The Contractor is responsible for arranging the commencement date for the Works with the Contract Administrator and local Housing Officer in accordance with the following timeframes.

Lot 1 and 2

- 5.13 A minimum of two weeks' notice is to be given to the Contract Administrator and the appointment should be re-confirmed 3 days before the work is due to commence. Programmes of work will be submitted indicating the length of the programme with the contractor's quotation for the works. If the work cannot be completed within this timeframe, Stockport Homes Authorised Representative should be informed as soon as is practicable.

- 5.14 Where the above timescales are not possible, the Contractor must inform the Authorised Representative of his proposed start date for the work and advise the client as soon as possible of his inability to attend and provide an explanation as why he failed to attend. A further appointment must be made and the Contractor shall advise the Authorised Representative why the original appointment was not kept. Should the Contractor be delayed for any reason beyond the Contractor's control, the Authorised Representative shall fix a fair and reasonable revised date for completion.

All Lots

- 5.15 The Contractor is responsible for measuring items not dimensioned in the works orders. All measurements are subject to re-measure by the Authorised Representative upon completion of the work. The positioning of fencing, street furniture, railings, etc is to be confirmed via the works order & by the Authorised Representative or their representative upon Site if necessary. The contractor is to provide a programme of works before the start of the project and a projected cash flow for the project.
- 5.16 The contractor must inform and update regularly with the Authorised Representative, Housing Officer and Service users who may be affected by the works on progress and any potential delays. The contractor shall keep records of dates when work has had to be aborted due to circumstances beyond his control, and is to inform the Authorised Representative in writing of such occurrences. For example, being unable to gain access or problems related to the weather or material suppliers. The contractor must make all reasonable efforts to gain access, using calling cards, letters and telephone etc as appropriate.
- 5.17 If the Service Provider regularly fails to meet the time frames for the works, or fails to meet the required standard of workmanship and materials, the Authorised Representative shall inform them of their non-compliance in writing and this shall be deemed as a breach by the Contractor of its contractual obligations. Remaining work orders may be placed with an alternative Contractor.

- 5.18 The Authorised Representative may instruct the Contractor, either verbally or by e-mail, to carry out additional work to those originally specified to ensure the smooth progress of the Works or omissions from the tendered work package. Any such variations shall be confirmed in writing and additional or revised purchase orders issued as required.
- 5.19 For any additional work, the work content and costs will be agreed at the time of instruction and the cost of any such variations will be based on the prices submitted in the Pricing Schedule and/or the tendered price of the work package; whichever is most appropriate given the nature of the additional work. The Contractor shall forthwith carry out the additional Works as instructed and subsequently submit additional invoices detailing the work content and cost as agreed with the Authorised Representative.
- 5.20 Where additions or omissions to the work package are required, account shall be taken of any direct loss and or additional expense incurred by the Contractor due to the regular progress of the Works being affected by compliance with such instruction. Any variations will be formally recorded as a variation to the Agreement.
- 5.21 The Contractor must at all times protect any persons in the properties from any risk whatsoever arising from and during the course of the Contractor carrying out the Works, including ensuring that the property or communal area is kept secure throughout.
- 5.22 The Contractor must ensure that no damage beyond fair wear and tear is caused by site traffic to roads and footpaths inside and outside the boundaries of the properties visited.
- 5.23 The Contractor shall take steps reasonably required by the Authorised Representative to prevent unauthorised persons being admitted to a site.

- 5.24 The Contractor is responsible for keeping each Site free from all surplus materials, rubbish and debris arising from the execution of the Works. The Contractor is responsible for taking all practicable steps to minimise the effects of noise, dust and exposure to the elements including provision of adequate hoardings, dust sheets, coverings etc. Operatives shall tidy up as the work progresses and at the end of the job the Site shall be left in a safe and clean condition. The Contractor is to allow for making good culpable damage and disturbance to all areas used by him in completing the Works.
- 5.25 The Contractor shall not be permitted to use any part of the Site for the storage of materials, plant, tools and equipment unless prior agreement has been given by the Authorised Representative.
- 5.26 The Contractor should provide all necessary tools, plant and machinery required to complete the job, including for any temporary generators necessary to provide power and lighting. Should the Contractor have need to utilise the power supplies of the house he is working in, the Contractor is to obtain the permission of the house owner and is to fully reimburse the owner for the cost of any electricity used by him for the Works where required by the Service User, using meter readings to determine the amount due if necessary.

Standard Practice

5.27 The Contractor will comply with all relevant legislation pertaining to building works, including, but not limited to:

- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- Health & Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- Data Protection Act 1998
- The Construction (Design and Management) Regulations 2015
- Institute of Electrical Engineers (IEE) Regulations
- Control of asbestos Regulations 2012

Including all subsequent revisions and amendments.

Complaints

5.28 The Contractor shall attempt to resolve complaints on site with any customers who are un-happy with the works on site. If discussions prove unsuccessful, the contractor shall notify Stockport Homes in order for a resolution to be achieved.

Training

5.29 The Contractor shall ensure that all staff employed in the delivery of the Service shall be able to demonstrate the knowledge, skills, competence and attitude compatible with the role and responsibility designated to them by the Contractor.

5.30 The Contractor shall maintain a record of the dates, types and content of training given to staff and immediately make the record available to Stockport Home's Authorised Representative on request for inspection purposes. No staff will work on this Agreement without minimum training in line with construction industry standards being clearly evidenced. Stockport Homes may request at any time access to staff training portfolios or training materials.

Identification Cards

- 5.31 Contractors personnel employed under this framework agreement shall be issued with a Stockport Homes sub-contractor identification badge and under take customer care training.
- 5.32 In lieu of identification badges during certain site activities, all contractors must wear liveried work wear with the name of the company clearly shown.

INFORMATION AND REPORTING REQUIREMENTS

Key Performance Indicators – All Lots

- 5.33 The contractor will invoice for the works on a project basis. On larger project interim invoices will be accepted at 4 week intervals. On each invoice the contractor must provide a detailed list of all the work completed, including the following:
- Name of the officer who ordered the work
 - Northgate Housing System Number
 - Date of the order & date received
 - Date the work was completed
 - The name & address of the site
 - Description of the work completed
 - Description of any agreed additional work
 - Cost as per schedule

5.34 Each quarter, the successful Contractor(s) will supply by electronic means the following information as relevant to each LOT. The format to be provided by Stockport Homes:

- Number of orders received
- Number of jobs completed within the agreed timeframe
- Average lead time for commencement of the work from receipt of work order
- Average time taken to complete works
- Number of complaints / compliments received
- Number of defects requiring rectification after final completion
- Costs as per schedule/quotation

Records

5.35 The Contractor shall maintain such records of time, wages, and materials in relation to the Agreement as Stockport Homes may require so as permitting Stockport Homes to be able to verify accounts. He shall retain these records for a period of 2 years after completion of the Agreement and allow Stockport Homes reasonable access to them.

Meetings

5.36 Prior to commencement of the Agreement, the Contractor may be required to attend a pre-contract meeting with Stockport Homes to agree all matters related to the Agreement and all associated matters. The Authorised Representative will arrange a time and venue and provide an agenda. Solutions to problems raised at the pre-contract meeting, will be mutually agreed, prior to the Agreement commencing and the Authorised Representative will provide a minute of any key agreements.

5.37 The Contractor shall supply reports, certificates and update records according to the Authorised Representative's requirements. The Contractor may be required to attend regular progress meetings, to be held at Stockport Home's premises, at 6 or 12 monthly intervals as required throughout the course of the Agreement. Attendance and provision of all performance information shall be at the Contractors own expense.

Defect Liability and Arrangements

- 5.38 Any defects due to poor workmanship or materials used not in accordance with the Agreement or caused by weather conditions i.e. frost etc. and which appear within a period of 12 months from the date of completion of the Works shall be made good by the Contractor at no extra cost to Stockport Homes.

Value Added Tax

- 5.39 Stockport Homes shall pay to the Contractor, in addition to the charges due for the work performed under the Agreement, a sum equal to the value added tax as may be properly chargeable on the value of the supply of goods and services provided in accordance with the contract at that time.
- 5.40 Any invoice or other request for payment of monies due to the Contractor under the Agreement shall, if they are a taxable person, be in the form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Valued Added Tax Act 1994.
- 5.41 The Contractor shall, if so requested by Stockport Homes, within 5 days furnish such information as may reasonably be required by Stockport Homes as to the amount of value added tax chargeable on the value of goods and services supplied in accordance with the Agreement and payable by Stockport Homes to the Contractor in addition to the charges for work. Any over payment by Stockport Homes to the Contractor shall be a sum of money recoverable from the Contractor.
- 5.42 If the costs of the Agreement are increased or decreased any monies thereby, payable shall have added to them a sum equal to any appropriate adjustment in respect of value added tax due on the final value of the work.

Prices

5.43 The Agreement Prices shall:

- Remain fixed for the duration of the framework agreement
- Include the cost of packaging, packing supplies, addressing, labelling, loading and unloading where stated in the specification or schedules.
- Be deemed to include delivery at the Contractor's own risk and expense to such place or places as indicated on the relevant purchase order or has advised by the Authorised Representative;
- Be the net amount after the deduction of any discount being offered
- Be exclusive of value added tax.

Transfer, Sub-Contracting and Assignment

5.44 The Contractor shall not transfer or assign this Agreement or a part thereof and shall not sub-contract any part of the provision of the services without the prior written consent of Stockport Homes.

5.45 It is a condition of such consent that the sub-contractor must undertake directly to perform the terms of the Agreement in respect of the sub-contracted services as if he were the contractor. Sub contracting of the majority of the works will be prohibited under this framework agreement.

5.46 Any consent to sub-contract will not release the Contractor from any liability to Stockport Homes in respect of the sub-contracted section and the contractors shall be responsible for the acts, defaults or neglect of any sub-contractor or their agents or employees in all respects as they were the acts, defaults or neglect of the contractor or their agents, or employees.

5.47 Where the Contractor enters a sub-contract with a contractor for the purpose of performing the Agreement, he shall cause a term to be included in such sub-contract which requires payment to be made to the contractor within a specified period not exceeding 30 days from receipt of a valid invoice from the contractor as defined by the sub-contract requirements.

- 5.48 Stockport Homes may assign or in any other way dispose of its rights and obligations under this Agreement or any part of it to any other body provided that any such assignment or other disposal shall not increase the burden of the Contractors obligations under this Agreement.

SCHEDULES FOR COMPLETION

Schedule 1 – Quality (Proposed Methodology - Section Weighting 40%)

Tenderers must provide a full and detailed response to all of the questions in this section, and should set out how you will meet all of the requirements set out in the specification. Tenderers should not assume that Stockport Homes has any prior knowledge of their company, its services or products. Your proposed methodology statement is the formal offer to Stockport Homes and will form part of the contract between us.

The role of the method statement is to allow the organisation to state the processes and the inputs / outputs they propose to employ to ensure that the service specification is met. This will allow us to evaluate your understanding of our requirements and the quality of your proposals for meeting them.

To help us evaluate your proposed methodology, **the format of response must be that the Lot number is clearly stated followed by each question for that Lot with the response provided below the question.** All responses including any appendices or supplementary information must clearly indicate which question number it relates to. The responses provided will form part of the evaluation. If more than one organisation will be involved in the delivery of the contract (for example, through a consortia arrangement), full details should be provided of how the arrangements will operate to meet Stockport Home's requirements and which organisation is providing the various aspects of the service specification.

Tenderers must respond to all of the questions in each Lot they are bidding for.

Each Lot will be evaluated separately.

Responses must clearly indicate which Lot they relate to.

Applicable to all Lots

Stockport Homes is committed to encouraging the development of social value within the borough within the context of the Public Services (Social Value) Act 2012. Social Value in Stockport, it is defined as ‘outcomes, measures and activity that will create strong and well-connected public, private and social sectors that enable communities to be more resilient.

LOT 1 –GENERAL LANDSCAPING METHODOLOGY (40%)

Delivery Model 20%

Q1. Please provide details of your organisations relevant previous experience in delivering services of a similar nature to this agreement, highlighting any experience of working within social housing communal areas or neighbourhoods.

(7%) (Maximum word count, including any attachments, 700 words)

Q2. Describe in detail your proposed methodology for delivering all aspects of the service as detailed in the specification. This should include, but not be limited to, details of:-

- Staffing arrangements
- Operating bases
- Procedures for scheduling works and general administrative systems
- Proposals for management and monitoring of the works
- Sub contracting arrangements for any areas of work

(13%) (Maximum word count, including any attachments, 1400 words)

Workforce 7%

Q3. Detail the training and experience required by operational staff and how you monitor competencies and standards of work.

(7%) (Maximum word count, including any attachments, 700 words)

Performance Management 7%

Q4. Please detail your proposals for performance management, including proposals to capture KPI's, and to monitor and improve performance.

(7%) (Maximum word count, including any attachments, 800)

Social Value 3%

Q5. Please describe how you could support Stockport Homes in their objectives in respect of the development of Social Value in the borough.

(3%) (Maximum word count, including any attachments, 800)

Scenario Based Question 3%

Q6. Please provide details of how your organisation would deal with the following site based scenario:

During excavation works to a rear communal garden area, you hit a mains gas pipe which was incorrectly shown on the mains service plan which you obtained prior to works commencing. Describe how you would deal with this situation with regard to notifying Cadent, Stockport Homes and customers at the address of the work

(3%). (Maximum Word Count, including any attachments, 700)

LOT 2 – FENCING AND RAILINGS (40%)

Delivery Model 20%

Q1. Please provide details of your organisations relevant previous experience in delivering services of a similar nature to this agreement, highlighting any experience of working within public sector/ local authority communal areas or neighbourhoods.

(7%) (Maximum word count, including any attachments, 700 words)

Q2. Describe in detail your proposed methodology for delivering all aspects of the service as detailed in the specification. This should include, but not be limited to, details of:-

- Staffing arrangements
- Operating bases
- Procedures for scheduling works and general administrative systems
- proposals for management and monitoring of the works
- Sub contracting arrangements for any areas of work

(9%) (Maximum word count, including any attachments, 1400 words)

Q3. Please indicate your typical lead times:-

a) From receipt of an order to commencement of the work package

(2%) (Maximum word count, including any attachments, 100 words)

b) Your typical construction timescale from start date on site to practical completion for a typical work package.

(2%) (Maximum word count, including any attachments, 100 words)

Workforce 7%

Q4. Detail the training and experience required by operational staff and how you monitor competencies and standards of work.

(7%) (Maximum word count, including any attachments, 700 words)

Performance Management 7%

Q5. Please detail your proposals for performance management, including proposals to capture KPI's, and to monitor and improve performance.

(7%) (Maximum word count, including any attachments, 800)

Social Value 3%

Q6. Please describe how you could support Stockport Homes in their objectives in respect of the development of Social Value in the borough.

(5%) (Maximum word count, including any attachments, 800)

Scenario Based Question 3%

Q6. Please provide details of how your organisation would deal with the following site based scenario:

During excavation works for some railings to the front of a property, you inadvertently damage a Virgin Media Cable feeding the property you are working at. Describe how you would deal with this situation with regard to dealing with the customer at the property in question.

(3%). (Maximum Word Count, including any attachments, 700)

Schedule 2 – Pricing Schedules(s) (Proposed Methodology - Section Weighting 60%)

Bidders must complete, in full, and return the appropriate Pricing Schedule(s) for the Lot(s) they wish to bid for. These have been provided as separate Microsoft Excel Files as listed below.

Lot 1 GENERAL LANDSCAPING Pricing Schedule Tab

Lot 2 FENCING AND RAILINGS Pricing Schedule Tab

All prices must be entered into the highlighted boxes and the file MUST be returned in Microsoft Excel format. No changes should be made to the template other than to input the required data.

There are guidance notes at on each spread sheet which should be read in conjunction with the Schedule of Rates.

The Contractor must provide a price for each item in the Schedule of Rates. Unit rates must be quoted in pounds and pence to two decimal places. Where there is no charge for an item, or the rate is included elsewhere, this should be entered as £0.00.

CALL-OFF PROCEDURES

If Stockport Homes decides to place a Call-Off Order with the Contractor, Stockport Homes shall submit the Call-Off Order to the Contractor in accordance with Section J (of the Framework Agreement – Appendix 1) (Call-Off Procedures). The Contractor shall comply with the relevant provisions of this Agreement, in particular those in Section J (Call-Off Procedures)

The Contractor shall provide the following Works and Services from the following Lots if Stockport Homes places a Call-Off Order for such Works and Services.

LOT NO.	WORK CATEGORY	DIRECT AWARD PROCESS	MINI COMPETITION (TOP 3)	COMPETITION (ALL 6)
Lot 1	General Landscaping	£0 to £20,000	£20,001 to £75,000	£75,001 and over
Lot 2	Fencing and Railings	£0 to £20,000	£20,001 to £75,000	£75,001 and over

6.0 – TENDERER RESPONSE DOCUMENT (APPENDIX 3)

CHECKLIST FOR TENDERERS

- 6.01 Failure to provide all of the items in the checklist may cause your tender to be non-compliant and not considered.

ITEM	INCLUDED IN TENDER?
Completed Tender Response Questionnaire	
Completed and signed Form of Tender	
Completed and Signed form of Non Canvassing	
Completed Pricing Schedule (1 PER LOT APPLYING FOR)	
Documentation as requested	

- 6.02 Tenderers must ensure that their tender response is submitted in the format prescribed within the Tender Response Questionnaire. Attachments should only be enclosed where requested. Unnecessary attachments will not be read and therefore not scored.

- 6.03 Should you include attachments (where requested) in support of your response, they should be referenced with the name of your organisation and cross referenced with the relevant section number. Attachments which are not suitably labelled or indexed or which exceed the word limit (where one is imposed) will not be read and therefore not scored.

EVALUATION AND AWARD CRITERIA

- 6.04 Set out below is the Set out below is the weighted evaluation for SHL's requirements:

CRITERIA / QUESTIONS	WEIGHTING
Quality / Questions	40%
Price	60%
Total	100%

The Criteria / Questions Weighting is broken down as follows:

SECTION	ASSESSMENT
Supplier Information	Not scored
Mandatory Exclusions	PASS/ FAIL
Discretionary Exclusions	PASS / FAIL
Insurance	PASS /FAIL
Quality Questions	40%
Pricing Schedule	60%
Presentations / Interviews	To be advised as appropriate
Form of Tender and acceptance of terms and conditions	PASS / FAIL

Where sections are scored, the following methodology will apply to each of the questions asked:

The sum of all of the percentages from each section allows ranking of applicants.

SCORE	INTERPRETATION
4	Clearly demonstrates the level of requirement with regard to ability, understanding of service requirements, systems and quality measures to provide the service. Also demonstrates and provides evidence of the ability to deliver some areas of the service above the level of requirements which include innovation and added value to the Council.
3	Clearly demonstrates the level of requirement with regard to ability, understanding of service requirements, systems and quality measures to provide the service.
2	Demonstrates the majority of the elements required but has not sufficiently demonstrated and/or evidenced how the requirement will be fulfilled in certain areas.
1	Response addresses minimal elements of the service requirements but in general contains insufficient/limited detail or explanation to demonstrate how the requirements will be met.
0	Does not comply and/or insufficient or no information provided to demonstrate that the service requirements can be met

Price Evaluation Process:

All bid prices will be awarded a relative percentage to the lowest bid using the following process:

RELATIVE PERCENTAGE = lowest priced bid % / bid price being evaluated x 60

6.05 Tender Response Questionnaire (Appendix 3)

Please complete this questionnaire after thoroughly reading all documentation.

7.0 – FORM OF TENDER

TO : STOCKPORT HOMES LTD
CORNERSTONE
2 EDWARD STREET
STOCKPORT
SK1 3NQ

TENDER IN RESPECT OF: FRAMEWORK AGREEMENT FOR INSTALLATION OF NEIGHBOURHOOD INVESTMENTS WORKS TO COMMUNITIES IN STOCKPORT

TO STOCKPORT HOMES LIMITED ("SHL")

I/Wecarrying on business at

..... (registered office)

hereby Tender and undertake to execute and complete all the services required to be performed in accordance with the terms and conditions of the Contract for the provision of (Framework Agreement for Installation of Neighbourhood Investment Works to Communities in Stockport) for SHL.

I/We agree that this Tender shall remain open to be accepted or not by SHL and shall not be withdrawn for a period of six months from the latest date for receipt of Tenders.

I/We further undertake to execute a contract in the form of Appendix 1 – SHL's Standard Terms and Conditions, and further undertake if required to provide a Guarantee by our Holding Company as required.

Unless and until a formal agreement is prepared and executed, this tender together with your acceptance thereof in writing, shall not constitute a binding Contract between us.

I/we understand that you are not bound to accept the lowest or any Tender you may receive.

Signed (by duly authorised person on behalf of the Tenderer)

NAME.....

POSITION.....

DATE.....

SIGNATURE.....

8.0 – CERTIFICATE OF NON CANVASSING

TO : STOCKPORT HOMES LTD
CORNERSTONE
2 EDWARD STREET
STOCKPORT
SK1 3NQ

TENDER IN RESPECT OF: FRAMEWORK AGREEMENT FOR INSTALLATION OF NEIGHBOURHOOD INVESTMENTS WORKS TO COMMUNITIES IN STOCKPORT

TO STOCKPORT HOMES LIMITED ("SHL")

I/Wecarrying on business at
.....
..... (registered office)
hereby certify that I/we have not canvassed or solicited any Member or employee of
Stockport Metropolitan Borough Council or SHL in connection with the award of this
Tender or any other or proposed Tender for the Service, and that no person
employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future canvass or solicit any
Member, or employee of SHL in connection with the award of this Tender or any
other tender or proposed Tender for the Service, and that no person employed by
me/us or acting on my/our behalf will do any such act.

Signed (by duly authorised person on behalf of the Tenderer)

NAME.....

POSITION.....

DATE.....

SIGNATURE.....