



## **Saffron Housing Trust Grounds Maintenance & Arboricultural works Contract May 31<sup>st</sup> 2017 to May 30<sup>th</sup> 2019 with option to extend by 24 months - Contracts Specification.**

Saffron Housing Trust has created a Grounds Maintenance & Arboricultural (GMA) works contract. We require the successful contractor to have provision to cover a 24 hour 365 days a year service for all works detailed within **Appendix 1**.

As your company has expressed interest in the contract we would like to invite you to tender.

### **Description of the contract**

The contract will be a **2 year JCT** measured term contract that provides Grounds Maintenance & Arboricultural works to any Saffron Housing Trust land or land within our management. The option to extend the contract by 24 months is reserved by Saffron Housing Trust.

#### **1 Works:**

- 1.1 Works are identified by Saffron Housing Trusts in-house Grounds Maintenance team and are described in the pricing schedule - **Appendix 1a** with mandatory provisions stated within **Appendix 1b**
- 1.2 These works are quantified by the Grounds Maintenance Supervisor or any other appointed Saffron Housing Trust officer within Contracting Services and awarded based on the schedule of pricing submitted by the successful bidder.
- 1.3 The Grounds Maintenance Supervisor or the next most senior member of the team will provide clarity of works required.
- 1.4 The works identified for actioning will be awarded on an irregular basis. However, Saffron Housing Trust endeavour to award works on a quarterly basis with no guarantee of monetary sum or quantity of numbers of works orders throughout the full duration of the contract.

- 1.5 The bidders are advised that there are numerous small works that can cover a wide geographical area and many various land usage types within Saffron Housing Trusts current land ownership and responsibility.
- 1.6 Works identified will be passed to the contractor by email and the contractor shall make their own arrangements for scheduling works within the required timescales.
- 1.7 Where access to 'non-tenanted' properties is required, details of key box numbers or keys will be provided.
- 1.8 Where access to 'tenanted' properties is required, Saffron Housing Trust will liaise with tenants to arrange suitable appointment times or days.
- 1.9 All works to 'tenanted' properties are to be appointed prior to engagement with the customer. No Cold Calling is permitted.

## **2 Materials:**

- 2.1 The Contractor shall provide all general consumables (e.g. strimmer cord, 2-stroke oil, hand tools). It is Saffron Housing Trusts reasonable assumption that these consumables have been allowed for in the pricing schedule – **Appendix 1a.**
- 2.2 Where it is expected that the contractor will obtain specific materials direct from Saffron Housing Trust, this will be detailed within 'Mandatory Notes' of **Appendix 1b.**
- 2.3 The successful contractor will be responsible for all materials supplied by Saffron Housing Trust once they have taken and accepted possession until they have satisfactorily installed the product.
- 2.4 Any additional costs incurred resulting in the loss of materials whilst in the possession of the contractor shall be met by the contractor in full.
- 2.5 All excess materials shall be returned to Saffron Housing Trust as soon as practically possible post works, to be arranged with authorising officer.
- 2.6 The contractor is expected to allow for any travel and delivery costs associated with picking up/obtaining any materials/consumables used as required for the completion of the works.
- 2.7 All Plant Protection Products (PPP's) used are to be agreed in advance by the authorising officer.
- 2.8 Play area spares and replacement parts are to be genuine parts direct from the manufacturer of the item.

### **3 Works orders:**

- 3.1 All works orders awarded will be valid for 6 months from time of issue and it is reasonably expected that these works will be completed within the timescales expected for those works. All incomplete works that fall outside these 6 months will need to be returned to Saffron Housing Trust with reasons for non-completion.
- 3.2 Any works which cannot be completed due to physical obstruction (e.g. parked cars) are to be returned to the authorising officer at Saffron Housing Trust with attached notes detailing the time/date of attempt and details of obstruction. Digital photographs are always useful to validate this information.
- 3.3 Works complete are deemed to include both physical completion and all documentation required and returned to Saffron Housing Trusts Grounds Maintenance team.
- 3.4 Works requiring authorisation from a Local Planning Authority (LPA) such as tree works will be forwarded with copies of the appropriate written consent/authorisation. It is the contractor's responsibility to be in receipt of this prior to works being initiated.
- 3.5 Saffron Housing Trust will supply the successful contractor with all necessary information to contact the tenant within Saffron Housing Trusts Data Protection Policy and appropriate relevant job details.
- 3.6 The contractor shall have in place suitable methods of protecting the tenant information data that Saffron Housing Trusts imparts to them and will be required to evidence this upon 'spot' inspection whilst on site.
- 3.7 Saffron Housing Trust shall interpret the costs set out in the pricing schedule **Appendix 1a** and apply to all remedial works required for that location with full job descriptions. The total costs of individual jobs will be summed and stated at the foot of the works order exclusive of vat.
- 3.8 No alteration to the works order is permitted by the contractor. Should variances be agreed between Saffron Housing Trust's Grounds Maintenance team and the Contractors Contract Administrator the alteration will be made to the original works order and re-mailed to the contractor.
- 3.9 Subsequent invoicing using the day rates stated in the pricing schedule **Appendix 1a** shall be applicable to requests falling outside the scope of specified works.

- 3.10 Works orders shall contain descriptions of works required for one site/address only. If one job applies for multiply sites (e.g. play area Inspections) separate works orders are supplied for each job.
- 3.11 Saffron Housing Trust will NOT provide a combination of addresses on one works order.
- 3.12 The reverse or page 2 of the works orders will contain information pertaining to the whereabouts and types of asbestos known to Saffron Housing Trust. Other relevant site information may be added to works order descriptions to aid the completion of the works (e.g. location of trees subjected to TPO's, or access issues)
- 3.13 Any damage sustained to any third party property or person during the course of the works will be the responsibility of the appointed contractor. Details of such incidents must be provided to Saffron Housing Trust thereafter including conclusions and/or compensation agreed.
- 3.14 Should Saffron Housing Trust have cause to continually request appropriate documentation (including post works, e.g. SSRA's) from the successful contractor then Saffron Housing Trust reserves the right to terminate the contract. (see 3.14.1 – 3.14.3)
  - 3.14.1 If Saffron Housing Trust has to pursue any documentation from the contractor on the 5<sup>th</sup> occasion of failure to produce then this will be deemed reason enough to terminate.
  - 3.14.2 Saffron Housing Trust will provide written notification of failure to receive appropriate documentation to the contractors appointed email address each time Saffron Housing Trust decides that enough time for this documentation to reach Saffron Housing Trust has elapsed.
  - 3.14.3 Enough Time is deemed as 25 days from physical completion of works.

#### **4 Operative and vehicle Identification:**

- 4.1 The successful contractor will provide their own identification card with a 'real' likeness photograph of all operatives working on this contract whether working in tenant's homes or on land owned or managed by Saffron Housing Trust. On this card as a minimum will be:
  - 4.1.1 The operative's name
  - 4.1.2 Company name and Logo (if applicable)
  - 4.1.3 Contract date duration
  - 4.1.4 Saffron Housing Trust direct contact number

Any further information to be included will be confirmed to the successful contractor in due course.

- 4.2 The Contractor's operative is to have this identification card on their person at all times whilst working on Saffron Housing Trust land/homes and make it available to the tenant prior to entering the tenant's garden.
- 4.3 No contractor operative is to attempt to gain access to work in Saffron Housing Trust tenants' homes without appropriate identification cards.
- 4.4 If the customer requires further proof of identification then the contractor is to provide the tenant with a laminated A4 sheet containing contact details of Saffron Housing Trust's appropriate persons to contact that are able to verify the contractor's identity. Saffron Housing Trust will provide this contact sheet direct to the successful contractor only. It is not permitted to alter or transfer this document to any other person than those persons authorised to work on this or any other contract. This document is to be securely kept on the contractor's vehicle at all times and be ready for random on-site spot inspections as required. The contractor is not permitted to enter the tenant's garden/home if this request is made until invited to do so by the tenant.
- 4.5 The contractor is not permitted to work in tenant's gardens/homes where there are children under the age of 18 present without an appropriate responsible adult on the premises at all times. Should the tenant wish to leave a child or children under the age of 18 on the premises while they temporarily leave for any reason then the contractor is to vacate the property for the duration adhering to all health and safety implications. (An appropriate adult is deemed to be a parent or carer). Failure to adhere to this may constitute Gross misconduct and could result in immediate contract termination.
- 4.6 The successful contractor is made aware here that they will be asked to provide written evidence of confirmation that every and all operatives they intend to engage in works involved with visiting and working in tenanted homes on Saffron Housing Trust business have been subject to a successful 'Disclosure and Barring Service' (DBS) check.
- 4.7 Whilst working on Saffron Housing Trust properties and on Saffron Housing Trust business the contractor shall at his/her own cost provide magnetic signs to both sides of the vehicle stating as a minimum:
  - 4.7.1 Name of contractor working in partnership with Saffron Housing Trust
  - 4.7.2 Contact telephone nos. in the same/similar colours to Saffron Housing Trusts corporate livery
  - 4.7.3 The font and size shall be discussed during the mobilisation period of the contract with the successful contractor. A copy and format will be provided and it is expected that the signs will be of

the size stated and required by Saffron Housing Trust. This applies to all vehicles the contractor intends to use on Saffron Housing Trust business

- 4.8 The Contractor must keep his vehicle in a roadworthy condition complying with all UK legislative conditions. It must also be in a reasonably clean and tidy condition in line with Saffron Housing Trust's desire to maintain a good impression.

## **5 Site Inspections:**

- 5.1 The contractor shall submit to any random Health & Safety inspections by Saffron Housing Trust's Health & Safety Manager to ensure the workplace is safe and secure at all times.

## **6 Out of hours cover:**

- 6.1 The contractor is required to provide and fulfil a 24 hour 365 day emergency cover to any works carried out by the contractor that give cause for a return visit. This is deemed to cover any address that the contractor has visited at any time within a 1 year period post completion.
- 6.2 The contractor will be required to provide an out of hour's emergency service to any Saffron Housing Trust property with 24 hr notice from Saffron Housing Trusts Contracting Services department. Costs applicable will be based upon the pricing schedule **Appendix 1a**.
- 6.3 Saffron Housing Trust or Saffron Housing Trusts emergency out of hours call centre will provide the full details required to enable the contractor to successfully attend the address where the visit is required.
- 6.4 Further specifics and requirements will be discussed and clarified to the successful contractor.

## **7 Invoicing:**

- 7.1 The contractor shall invoice after works are complete, no payment in part will be made prior to job completion. For clarity on what is deemed completion see 3.1, 3.2 & 3.3 above.
- 7.2 Saffron Housing Trust at present provides regular payment runs to suppliers fortnightly and attempts to fulfil invoice obligations on this basis. No invoice payments will be made earlier than the description immediately above.

7.3 The structure of invoicing should include the following:

- 7.3.1 Contract reference - works order prefix e.g. 'GM'.
- 7.3.2 The full individual works orders reference e.g. 'GM0025684'.
- 7.3.3 The full property address adjacent to the works order above.
- 7.3.4 Multiple works orders on one invoice are encouraged.
- 7.3.5 Dates of works order completion specific to address.

## **8. Further contract requirements**

- 8.1 Issues raised outside the described above will be initially discussed and addressed prior to the implementation of the contract to the successful contractor during the mobilisation period; thereafter at monthly meetings.
- 8.2 The contractor is only permitted to engage directly employed staff. No further sub-contracting of works is acceptable. A Contract Break Clause is inserted here if the contractor does not adhere to the requirement of 8.2
- 8.3 All Contractor staff employed to carry out physical grounds maintenance works on Saffron Housing Trust land/properties will have successfully fulfilled all relevant inductions and certificates of competence for the machinery/tools and tasks expected of them. Any apprentices employed by the Contractor will be currently engaged by an appropriate Horticultural/Arboricultural training provider and will be in the process of fulfilling a recognised Horticultural/Arboricultural apprenticeship.
- 8.4 No one other than an appropriately skilled/certified and competent person as described in 8.3 above shall be directly engaged to work in Saffron Housing Trust properties. Failure to adhere to this may constitute Gross misconduct and may result in contract termination. See Appendix 5 for training certification requirements.
- 8.5 All sub-contractor staff employed to carry out physical works are to hold the same relevant certificates of competence that full direct employees require.
- 8.6 Saffron Housing Trust reserves the right to change the particulars of the contract description above at any time.
- 8.7 Outstanding works partially completed shall be finished by the contractor and invoiced as above unless the reason for termination is justifiable and communicated to the authorising officer at Saffron housing Trust.

## **9 Large repairs**

- 9.1 Any large repairs (over £750 inclusive of VAT) **must** be notified to Saffron Housing Trust for authorisation before proceeding with the work.

## **10 Contract type**

- 10.1 For the purpose of the GMA contract a JCT MTC 2016 will be utilised Supplemented by the provisions and criteria set out in this document and related appendices.

## **11 Number of contractors invited to tender**

- 11.1 Due to the potential scale of the works 10 contractors have been invited to tender.

## **12 Locations**

- 12.1 The locations relevant to this contract where appropriate will be forwarded via electronic files (PDF.) to the successful contractor.
- 12.2 Due to constant development and land sale/acquisition the areas to be maintained fluctuate. New sites and areas of responsibility will be forwarded during the extent of the contract.

## **13 Insurances**

- 13.1 Saffron Housing Trust requires the successful Contractor to have the following insurances, before being able to carry out any works on its behalf on its stock:
- 13.1.1 Employee Liability cover of £10,000,000
  - 13.1.2 Public Liability cover of £10,000,000
  - 13.1.3 Professional indemnity cover of £5,000,000

## **14 Code of Conduct**

- 14.1 Saffron expects that the successful contractors staff working on its sites to follow the same criteria that its own employees follow. This includes:
- 14.1.1 ID badges to be worn at all times.
  - 14.1.2 Appointments to be made and kept (excluding emergency callouts)
  - 14.1.3 Disturbance and inconvenience to be kept to a minimum.
  - 14.1.4 No smoking, drinking nor playing music on Saffron property.
  - 14.1.5 Refraining from using bad language or acting in an aggressive manner.
  - 14.1.6 Uphold the reputation of Saffron Housing Trust.
  - 14.1.7 Staff working in Saffron Homes shall wear the livery of the contractor.

## 15 Health & Safety

- 15.1 All work must be carried out in accordance with all relevant Health and Safety regulations. These include, but are not limited to those included within **Appendix 2**.
- 15.2 All operatives on site must be fully conversant with the requirements that ensure the safety of both themselves, their colleagues, tenants and members of the public.

## 16 Method statements and Risk Assessments

- 16.1 Written Method Statements (MS) and Risk Assessments (RA) must be available for all tasks highlighted in **Appendix 1a**.
- 16.2 Site Specific Risk Assessments (SSRA's) must cover the assessment of risks prior to the start of all works where highlighted within **Appendix 1a**.
- 16.3 Relevant industry guidance and best practice must be available to all operatives carrying out works under the scope of this contract.
- 16.4 Any works involving the interference or management of traffic or pedestrians within public areas are to be managed in accordance with **Appendix 1a**, Item 66 and **Appendix 2**.

## 17 Asbestos Awareness

- 17.1 All operatives must have received adequate asbestos awareness training.
- 17.2 If any asbestos or products suspected of containing asbestos are found on site they are to be clearly marked/cordoned-off and the contractor is to inform Saffron Housing Trust as soon as practically possible.

17.3 Further guidance can be found within HSE 'Asbestos Essentials'

## **18 Key Performance indicators (KPI) and management**

18.1 Monthly performance meetings following the initial mobilisation period will be formal, minuted, agreed and filed.

18.2 Monthly reports are to be provided and available for scrutiny during the monthly meetings stated above 18.1 by the contractor to Saffron Housing Trust. Agenda points to include: The successful completion of works. Access issues, works in progress, any item deemed appropriate for discussion by either Saffron Housing Trust or the Contractor. Evidence of successful completion of works shall be deemed by the return of the appropriate documents, see below where applicable:

18.2.1 Saffron housing Trust - Works Order

18.2.2 Site Specific Risk Assessments relevant to sub-section 18.2.1

18.2.3 Photographic evidence where requested on the pricing schedule

Invoices will only be paid if this information is provided.

18.3 Monthly performance meetings will be held with Saffron Housing Trust's authorising officer and The Contractors appointed Contract Administrator. There will be a specific agenda devised to address performance and issues and will be agreed in advance during the initial mobilisation period. The mobilisation period will be agreed upon successful award of the contract.

18.4 All works completed by the appointed contractor will be inspected (Post Inspections) randomly, at a quantity set at 10%. Any queries may be addressed during monthly performance meetings 18.1-18.2.

18.5 Serious failings in terms of quality or specification will be addressed in writing to the appointed contractor as soon as practically possible thereafter occurrence.

18.6 If Saffron Housing Trust has to repeatedly pursue any requests to address works (e.g. quality, specification) on the 3<sup>rd</sup> occasion of failure to rectify Saffron Housing Trust reserve the right to terminate the contract.

## **19 Payments**

- 19.1 Saffron Housing operates a 28 day payment term on full completion of the works. All payments will be made via BACS using the account information provided by the contractor.
- 19.2 Payment may be delayed if issues raised at monthly performance meetings following either Post inspection failures (18.3) or in writing (18.5-18.6) have not been addressed within a timescale relevant to payment terms.
- 19.3 The successful contractor must provide Saffron Housing Trust with:
- 19.3.1 Full business bank account information.
  - 19.3.2 Name of sub-contractor appointed representative with regard payment discussions.

## 20 Dispute Resolution

- 20.1 This will follow the procedures set out in the JCT agreement.

## 21 Contract Exit Clauses

- 21.1 Exit clauses will be written into the contract for any serious breach of any Health and Safety (section 15 & 16), Code of conduct (section 14), Asbestos (section 17) or continued KPI failings (section 18).

## 22 Queries

Please contact: [tenderenquiries@saffronhousing.co.uk](mailto:tenderenquiries@saffronhousing.co.uk) if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are **not** allowed. Please Title this **Clarifications & Questions**. By **1700hrs 2<sup>nd</sup> May 2017**

## 23 Evaluation of tenders

- 23.1 The tender process will be split into the following two areas:

**Price** - Please complete the attached pricing document (**Appendix 1a**). Ensure that you indicate prices for all items. Pricing will form **70%** of the final scoring exercise.

**Quality** - As part of this process we would like to get a feel for how your organisation operates, therefore please can you comment on the following areas 23.2 – 23.13 using the same headings as below. We would also request that a representative from your organisation can be available to attend a meeting to discuss any matters further if required. Quality will form **30%** of the final scoring exercise. *Each heading will be scored from 1 to 10 (10 being the best score). Any areas that are not answered will automatically score 0. The emphasis is on the quality of the work in that area rather than how much is written.*

- 23.2 **Company Name & Address.** Provide details in full. As part of the procurement process we will carry out a financial company check.
- 23.3 **Key Company Contacts.** To include Contract Managers, Tenant Liaison Officer and a basic company structure. We will require both telephone and email contact details for key company contacts.
- 23.4 **Accreditations.** Outline specific Electrical accreditations your company has. Also outline any additional accreditations you have along with Specific Asbestos awareness certification that ensures appropriate awareness for all operatives that you intend to engage for Saffron Housing Trust works.
- 23.5 **Customer Liaison.** Explain here in full how tenants/residents are contacted to make arrangements and what steps are made if the first attempt to contact isn't successful.
- 23.6 **Complaints procedure.** Saffron Housing Trust understands the difficulties that can arise from time to time when delivering a contract and that the odd complaint may well be received. Whilst we would all prefer that no complaints are logged the important thing is how they are handled when these situations arise. Detail how your complaint system works (including timescales) and how you will liaise with both Saffron Housing Trust & its tenants to resolve any complaints that arise.
- 23.7 **Staffing & Training.** It is a Saffron Housing Trust preference that company's own staff are employed to work on our sites and not contracted out. This is to ensure that if any problems arise Saffron Housing Trust know exactly who to contact; this will also help to give Saffron confidence that the same people are visiting sites regularly and becoming familiar with all sites and the tenants/residents that they may also see regularly. As part of Saffron's service to its customers we request that a photo ID for all engineers who are likely to be working on our sites is provided by the successful contractor. They must have this ID on their person whilst working on Saffron Housing Trust property. Provide details of the training that is provided to all of your staff that contribute to their knowledge of sites like ours. It is also preferred that Saffron has a single point of contact who is aware of what the situation is with our sites at all times so if we need an update then we have someone we can approach and get the information we need; please provide details of a point of contact.

23.8 **Health & Safety**

It is important that all works are carried out in accordance with relevant Health and Safety regulations / guidance. See sections 15 & 16 of this document.

- 23.9 **Response Times.** List responses to the following queries regarding response times.
- 23.9.1 Average response time to a call out made within working hours (Monday – Friday 9am – 5pm)
  - 23.9.2 Average response time to a call out made out of normal working hours.
- 23.10 **Out of Hours callouts.** Explain your out of hours procedure. Do you have duty officers and on call engineers. Give details
- 23.11 **Repair Timescales.** Explain how you deal with repairs and parts that may need replacing outside the scope of the stated works orders Do your engineers have van stock? If not, what timescales do you have to source the part and install it?
- 23.12 **Disposal of waste.** Provide details of where waste material is taken including any relevant licences.
- 23.13 **Recycling of Waste.** Provide details of recycling procedures regarding all waste vegetation, including logs and chippings.
- 23.14 **Guarantees.** Provide details of warranty periods for any remedial works carried out.

## 24 Evaluation process

- 24.1 Tenders shall be returned fully completed to Saffron Housing Trust **in the same format as the headings above.** The adjudication process is usually completed within two weeks of receipt and the award will be made within 5 working days from the end of the evaluation. As mentioned previously, the tender will be evaluated on a ratio of 70/30 with 70% being based on price.
- 24.2 Tenders should be returned by **1700hrs 9<sup>th</sup> May 2017** in line with the returning tenders section. See sections 9-16 of the ITT document that this document is appended to.

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