

# **Invitation to Tender**

## **Ganton Close -Curtilage & Environmental Improvement Works**

Issued June 2017

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## 1.0 Introduction to Leeds Federated

Leeds Federated Housing Association (The Association) is a registered social landlord formed in 1974 for the benefit of the community. The Association has a central office in Leeds.

The Association employs approximately 120 staff and provides approximately 4,000 homes in Leeds, Harrogate and Wakefield Districts.

The approximate housing portfolio breakdown is:

3100	general needs properties
390	supported housing properties
260	sheltered properties
200	shared ownership properties
150	non-social properties

Our vision statement describes what the Association is aiming to achieve over the medium to long term:

### **Building Futures Together**

The vision statement reflects our aim to grow through *building* more homes. It is our intention to enable our customers to consider their *future* knowing they have a place they can call home. The Association will work *together* with staff, customers and other stakeholders in making our vision a reality.

The three goals of the Association are as follows:

#### **1. Sustain**

We will provide good quality homes that people want to live in and provide value for money services, delivering quality at an affordable cost. We will maintain a healthy business in terms of its finances, expertise and governance.

#### **2. Innovate**

We will make the best use of technology to improve the efficiency and effectiveness of services and find ways to work smarter. We will adapt to change in our business and operating environment to remain competitive.

#### **3. Grow**

We will expand our delivery of good quality homes and identify new business opportunities to enhance Leeds Federated's viability. We will grow our capacity, skills and influence to support the business.

## 2.0 Background Information

This document sets out the Association's requirements and expectations of the contractor for the curtilage and external improvement works to a residential development of 24 properties known as Ganton Close. This document provides information about the Association and the key criteria for this contract. Importantly, it also contains the specific requirements that tenderers are to respond to, as well as setting out the evaluation criteria and scoring system that the Association will be using to apply to responses.

The tender documents include:

- This invitation to tender
- Certificate of Non Collusion
- Form of Tender
- Preliminaries
- Specification
- Schedule of Works
- Tender Drawings List on Appendix A

Any queries should be placed in writing (e.g. email) and directed to Joanne Harrison, Procurement & Contracts Coordinator, e-mail: joanne.harrison@lfha.co.uk. **The latest date for the receipt of queries is midday 03rd July 2017**

A full list of any queries raised by a tenderer during the tender stage will be created and disseminated to all tenderers at the same time (if and when they occur).

## 3.0 Timescale

Circulate Invitation to Tender	Wednesday 14 <sup>th</sup> June 2017
Submission of tenders	Midday Monday 10 <sup>th</sup> July 2017
Evaluation of tenders	w/c 10 <sup>th</sup> July 2017
Internal Board approvals	w/c 24 <sup>th</sup> July 2017
Notice of Award	Friday 28 July 2017
Mobilisation	w/c 31 <sup>st</sup> July 2017
Contract start date	21 August 2017 (or earlier by agreement)

Dates are correct at time of publishing the Invitation to Tender and may be subject to change

## 4.0 Brief

- 4.1 The Association is looking for a suitably experienced Contractor to carry out external improvement works to their existing residential scheme of 24 semi-detached and terraced properties which were originally constructed by Leeds Federated in 1990, the postcode for the scheme is LS6 2NF. The scheme was constructed on a sloping site and as such has some inherent issues in relation to usability/maintenance of back gardens. The public footpaths running around the scheme have resulted in some of the boundaries being vulnerable in terms of security and vandalism. There have been further issues around road safety, parking, fly tipping, ASB and privacy of gardens. The general appearance of the scheme is tired and the external would benefit from comprehensive improvements.

4.2 The proposed works in brief include:

- Replacement boundary fencing to scheme perimeter
- Replacement timber fencing and gates
- New front garden railings and pedestrian gates.
- Creation of resident and visitor off road parking including all hardworks paving and edgings.
- Soft landscaping to communal areas
- Excavation and earth levelling to form 1m high retaining wall to take out slope in rear gardens 2-28 (evens)
- Formation of 500m high retaining wall to rear gardens of 1-21 (odds)
- Form new steps to rear of all garden to access upper / lower level
- Formation of new timber bin stores and concrete flag bases
- Raise height of existing boundary walls

The above is an overview, for full details of the specification and extent of works please refer to the tender drawings, schedule and specification.

## **5.0 Evaluation of Tender Submissions**

5.1 The Association reserves the right to exclude a Tender from evaluation if it does not conform to the tender requirements or does not demonstrate sufficient capability to perform the required work.

5.2 Award will be based on the most suitable solution and most economically advantageous tender received, where Price tendered accounts for 100% of the overall score

Tenderers shall note that tenders considered to be priced very low shall be scrutinised to ensure that this is not as a result of a failure to understand the requirements of the Contract. The Association shall have the right to disregard any tender that it considers to be abnormally low.

## 6.0 Terms of Appointment

- 6.1 The contract will be awarded on the basis of the most economically advantageous tender, and Tenders will be evaluated on the offer price and on the Tenderer's experience and capability.
- 6.2 The Association reserves the right to award a contract for all or any part of the work specified in this invitation to tender, or not to award a contract.
- 6.3 The Association may award a task or series of tasks to the awarded Partner, another Partner or retain the task and carry it out itself.
- 6.4 The Association does not guarantee any award of work or any minimum payment to the Partner under this Agreement.
- 6.5 The tenderer acknowledges and agrees that the Association shall have no liability whatsoever (whether under Term Partnering Agreement, statute, tort or otherwise) in respect of any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity in the event that the Association:
  - (i) reduces or reallocates any amount of works awarded to the Partner; or
  - (ii) does not award any work to the Partner under this Agreement.

## 7.0 Terms and Conditions

- 7.1 The Association reserves the right to award a contract for all or any part of the work specified in this Invitation to Tender, or not to award a contract. The Association also reserves the right to award the contract to more than one Tenderer.
- 7.2 The successful Tenderer will be required to sign and abide by a contractual agreement, and will submit staged invoices and reports in the prescribed format at intervals determined by the Association.
- 7.3 Any variations to the fee due to fundamental changes in the nature of the project shall be by negotiation between the parties.
- 7.4 It is expected that the Contractor will maintain the following insurances at Contract award:
  1. Employers Liability Insurance for a sum insured of not less than £5,000,000
  2. Public Liability Insurance for a sum insured of not less than £2,000,000The Tenderer will supply the Association with full particulars of such insurance to accompany their Tender submission.
- 7.5 Data Protection
  - (i) The appointed Partner will:-
    1. Duly observe their obligations under the Data Protection Act 1998 and associated Regulations to ensure full compliance with the law relating to personal information.
    2. In this clause references to Personal Data are to be interpreted as defined in the Data Protection Act 1998 ("DPA") and related case law. The Partner shall comply with all relevant provisions of

the DPA and do nothing which causes, or may cause, The Association to be in breach of its obligations under the DPA. In particular, to the extent that the Partner acts as a Data Processor in respect of any Personal Data pursuant to this Agreement, the Partner shall only process such Personal Data as is necessary to enable it to fulfil its obligations under the contract and only in accordance with instructions from the Association. The parties hereby agree that the Association shall be the Data Controller in respect of such Personal Data.

(ii) The Partner shall:

1. Implement technical and organisational measures in place to protect any personal data it is processing on The Association's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction, damage, alteration or disclosure and undertakes to maintain such measures during the course of this Contract. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data which is to be protected.
2. Take all reasonable steps to ensure the reliability of its staff having access to any such Personal Data.
3. Monitor and maintain the integrity of all Personal Data in full accordance with the Data Protection Principles.
4. Obtain prior written consent from the Association in order to transfer the Personal Data to any sub-contractors or affiliates to fulfil their obligations under this Contract. This is subject to the confidentiality issues as set out in this document.
5. Ensure that all employees of the Partner who reasonably require access to the Personal Data are informed of the strict confidential nature of the Personal Data; and
6. Ensure that no employees of the Partner publish, disclose, or divulge (whether directly or indirectly) any of the Personal Data to any third party unless directed in writing to do so by The Association.
7. Notify The Association within 5 (five) working days if it receives any complaint, enquiry or request from any person whatsoever relating to The Association's obligations under the DPA.
8. At its sole cost, promptly to provide The Association with full cooperation and assistance in relation to any complaint, enquiry, or request made to the Partner which shall include, but shall not be limited to:
  - (i) Providing to The Association full and complete details of the complaint, enquiry or request;
  - (ii) Complying with a data access request and within the relevant timescales as set out in the Data Protection Legislation and in accordance with The Association's instructions;
  - (iii) Providing to the Association any and all Personal Data it is in possession of in relation to tenants/ residents and shall do so within the timescales required by The Association and notified to the Partner; and
  - (iv) Providing to The Association any and all relevant information requested by the Association.
9. Upon reasonable notice, allow the Association access to any premises owned or controlled by the Partner to enable the Association to inspect and audit its procedures and shall, upon the Association's request from time to time, prepare a report for the Association in respect of the technical and organisational measures it has in place to protect the Personal Data.

10. Warrant that it has submitted, pursuant to section 18(1) of the DPA, a notification to the Information Commissioner (as defined by the FOIA) and shall keep that notification correct, complete and up to date.
11. Not transfer any Personal Data (whether in whole or in part) to any country outside of the European Economic Area unless authorised in writing to do so by the Association and, where the Association authorises such transfer, the Partner shall fully comply with:
  - (i) The obligations of the Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by the provision of an adequate and appropriate level of protection in respect of any Personal Data which is transferred in accordance with this and;
  - (ii) Any reasonable instructions notified to the Partner by the Association.
12. Upon the termination of this Agreement for whatever reason, unless notified otherwise by the Association or required by the law, immediately cease any and all processing of the Personal Data on the Association's behalf, and destroy or provide to the Association with a copy of all such Personal Data on suitable media.
13. Upon receipt of any request from the Association to do so, promptly amend, transfer, or delete the Personal Data (whether in whole or in part). Upon deletion of the Association's data, the Partner will not be able to provide any reports or other benefits relating to any deleted data.
14. When required to collect any Personal Data on behalf of the Association, ensure that the Partner provides to the Data Subjects, from whom the Personal Data is collected, with a fair processing notice in a form to be agreed by the Partner.
15. Comply with all reasonable requests or directions by the Association to enable The Association to verify and / or procure that the Partner is in full compliance with its obligations under this contract.

## **8.0 Submitting your Tender Proposal**

- 8.1 All tenderers are deemed to have made sufficient allowances for all proposed pricing requirements including contingencies where required. Contingencies or other like allowances are to be clearly indicated on the Tender submission.
- 8.2 The tenderer must acquaint and satisfy themselves with all conditions likely to affect the execution of any of the Services.
- 8.3 The Association will not be liable for any expenses incurred by the tenderer in the preparation of its Tender.
- 8.4 Tenderers shall note that generic method statements and those of a general nature which refer to information within company profiles, brochures or other promotional and/or marketing literature will not be acceptable.
- 8.5 The tenderer shall complete the Form of Tender in respect of this contract.
- 8.6 The tenderer shall comply with the Non Collusion Statement in respect of this contract and date and sign the Statement accordingly.
- 8.7 Tenderers must submit a hard copy of their response to the Association.
- 8.8 Tenderers must not submit their response to this invitation to tender electronically. A soft copy of the response on CD or memory stick should be included with the hard copy.
- 8.9 Tenderers must use the Return Label Provided and ensure that they deliver their tenders on time.
- 8.10 Proposals must be received by 12 noon on 10<sup>th</sup> July 2017 by post to Jo Harrison – you must use the Tender return label on page 14 of this ITT. There must be no other markings anywhere on the envelope whatsoever. Please enclose a hard copy that is signed, and a soft copy on CD / USB stick.
- 8.11 Failure to comply with these requirements may invalidate your tender.

## **9.0 Supporting Documentation Checklist**

- 9.1 Please ensure that you check carefully and include with your response to this Tender:
  - (i) The Form of Tender (Section 10)
  - (ii) Signed Certificate of Non Collusion (Section 11)
  - (iii) Return Label – (page 14)
  - (iv) Copies of Insurances (Section 13)
  - (v) Soft copy of the tender

## 10.0 Form of Tender

Leeds Federated Housing Association Ltd  
Arthington House  
30 Westfield Road  
Leeds  
LS3 1DE

### **TENDER FOR: Curtilage and Environmental Improvement Works at Ganton Close**

I / We understand that:

- (a) This Tender shall be returned in an envelope with the label provided attached to the front so as to reach this office not later than **12 noon on 10<sup>th</sup> July 2017**
- (b) The lowest or any Tender will not necessarily be accepted by Leeds Federated Housing Association Ltd, and no allowance or payment will be made for making any Tender.
- (c) We have examined and agree to the Specification, have submitted only one bid and agree to the contract terms.
- (d) We understand that it is our responsibility to ensure that the contract documents have been completed correctly.
- (e) The Tender Price must stand for period of 13 weeks from the date of submission of the Tender.

### **PRICE**

I/We, having read the Conditions of Contract and Specification delivered to me/us and having examined the information referred to therein, do hereby offer to execute and complete in accordance with the Conditions of Contract the whole of the Works described for the sum (as identified in the enclosed Pricing Matrix) of:

.....

..... pounds £.....**[Prices excluding VAT]**

and within 12 working weeks from the date of possession.

Alternatively we offer to execute and complete the works in ..... working weeks for

the sum of .....

..... pounds £.....**[Prices excluding VAT]**

I/We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the pricing submitted by me/us, these errors will be corrected in accordance with Alternative 1 contained in Section 6 of the 'Code of Procedure for Single Stage Selective Tendering 1989'

Company Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Tenderer: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 11.0 Certificate of Non-Collusion

The essence of tendering is that Leeds Federated Housing Association Ltd shall receive bona fide competitive tenders from all organisations tendering. In recognition of this principle, I/we certify that this is a bona fide Tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the return date for this Tender any of the following acts:-

1. Communicate to a person other than the person calling for these tenders, the amount, or approximate amount of the proposed Tender;
2. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offer or pay or give or agree to pay or give any sum or money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work any act or things of the sort described above.

In this certificate, the word 'person; includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

### CONFLICT OF INTEREST STATEMENT

Leeds Federated Housing Association Ltd must ensure that it does not contravene Schedule 1, Part 1 of the Housing Act 1996, i.e. Leeds Federated Housing Association Ltd may not make a payment or grant a benefit to a Committee or Board Member, Officer or Employee of the Client save and except in certain specified circumstances. Leeds Federated Housing Association Ltd therefore requires Tenderers to answer the following questions:

1. Has any Director, Partner or Associate been an employee of Leeds Federated Housing Association Ltd within the last five years?

YES/NO (if yes please give details)

2. Please state if any Director, Partner or Associate has a relative(s) who is an employee of Leeds Federated Housing Association Ltd at a senior level or is a Board, Committee, or Panel Member of the Association.

3. Please state if any Directors, Partners or Associates of your firm have any involvement in other firms who provide or have provided services to Leeds Federated Housing Association Ltd.

YES/NO (if yes please give details)

1. Is any Director, Partner or Associate an existing tenant or leaseholder of Leeds Federated Housing Association Ltd?

YES/NO (if yes please give details)

**Note:** A relative is defined as a person's spouse, parent, grandparent, child, grandchild (including illegitimate children and grandchildren) brother and sister. Technically the term relative does not include any relationship that is not by blood, marriage, civil partnership or co-habitation; however, if considered close the same criteria should apply

Signature : \_\_\_\_\_

On Behalf of:  
(Full Name of Tenderer) \_\_\_\_\_

Address (In the case of a Limited Liability Company the registered office):

Date: \_\_\_\_\_

# Tender Return Label

## TENDER – DO NOT OPEN

Tender Title: **Ganton Close – Curtilage & Environmental Improvement Works**

Return Date: 10<sup>th</sup> July 2017

Deadline for Return: 12 noon

Leeds Fed contact: Jo Harrison

To: Jo Harrison  
Leeds Federated Housing Association  
Arthington House  
30 Westfield Road  
Leeds  
LS3 1DE

This label **MUST** be used to submit your tender  
There must be **no other identifying markings** anywhere on the envelope whatsoever

LEEDS FED USE ONLY  
**Date received:**  
**Time Received:**  
**Initials:**

It is Leeds Federated policy not to consider LATE tender submissions

## **12.0 Appendix A – Tender documents**

01 – Location Plan

02 – Existing Conditions

03 – Site Clearance

04 – Landscape Proposals

05 – Construction Details

06 – Fencing Details

07 – Elevation no 2 Ganton Close

Preliminaries

Specification

Schedule of Works

Appendix 1- Northern Powergrid

Appendix 2 – Northern Gas

Appendix 3 – Ganton Close Services BT

Appendix 4 – Ganton Close Service -Water

Appendix 5 – Parking marker block paving visual

Designers Risk Assessment

Designers Risk Assessment (construction)