[](http://www.wchg.org.uk/)

**Invitation to Tender for**

**The Provision of Building Works Lot 1**

**Drainage Works**

**Contract reference 387**

**Revision Control**

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1. **Background and Information Relating to the Contract**
   1. **Overview of Wythenshawe Community Housing Group**

Wythenshawe Community Housing Group Limited (WCHG) was established in April 2013, when Parkway Green Housing Trust (PGHT) and Willow Park Housing Trust Limited (WPHT) entered into a group structure. The Group owns and manages approximately 14,000 homes for rent in East and West Wythenshawe, Manchester. The Parent and Subsidiaries are charitable companies limited by guarantee and are registered with Companies House and the Homes and Communities Agency (HCA).

The total number of staff employed by WCHG is c570.

The vision of WCHG is defined below:

**One Community**

* Shared standards
* Protecting the safe enjoyment of our homes
* Providing and sustaining community resources

**One Service**

* Being there for you when you need us
* One point of contact to resolve issues
* Services that reach everyone

**Creating a better future for our Neighbourhood**

* Providing the opportunity for people to learn skills and get employment
* Providing new homes and investing in our existing homes
* Supporting our schools to provide young people with the best life chances

**Our Values**

* Honesty
* Respect
* Communicate
* Team work
* Passion

**5-year Strategic Plan**

Our 5-year Strategic Plan sets out in simple terms our direction of travel leading to towards 2020. No-one can accurately predict the future but our ability to respond flexibly, with a clear sense of purpose will help the Group enhance its mission through its organisational values. The delivery of our vision for the business is what underpins all our work.

Our 2020 key challenges detailed below will be our strategic focus to 2020;

1. Growth
2. Services
3. Partnerships
4. Viability
5. Community Investment
6. Towards Independence

Further information on WCHG can be viewed [here](https://www.wchg.org.uk/)

* 1. **Overview of the Contract**

The scope of the proposed Contract includes the provision of Drainage Works for Responsive Repairs and Void Works at WCHG owned and maintained properties.

* Excavations
* Renewals
* Camera surveys
* Emergency call outs
* Out of hours call louts
  1. **Purpose of the Invitation to Tender**

This ITT provides the details of a competition being conducted by WCHG to select the Successful Bidder for the Contract.

* 1. **Contact information**

All communication in respect of the bid process shall be addressed via e-mail to:

* [helen.piwko@wchg.org.uk](mailto:helen.piwko@wchg.org.uk)
  1. **Duration of the Contract**

It is envisaged that the Contract with the Successful Bidder shall last for an initial period of 3 years, with an option to extend at WCHG’s sole discretion for 1 year and 1 further year, giving a total potential term of 5 years.

* 1. **Specification**

Section 1.2 contains a broad description of the Works to be provided by the Successful Bidder under the Contract. Full details of the Works to be provided under the Contract are contained in the Specification set out at Appendix 1 of this ITT. The Successful Bidder shall be required to comply with the Specification in providing the Works.

* 1. **Pricing**

As part of their bid submission Bidders shall complete and return the Pricing Document set out at Appendix 2 of this ITT. The completed Pricing Document shall be taken into account by WCHG in evaluating Bidders’ bids.

If a Bidder is successful in its bid for the Contract, then the Pricing Document it submitted as part of its bid shall be referenced in the Contract it enters into with WCHG and shall be used in calculating the amount payable to the Successful Bidder under the Contract.

* 1. **Conditions of Contract**

The Conditions of Contract that WCHG proposes to enter into with the Successful Bidder is set out at Appendix 6 of this ITT.

* 1. **Not Applicable**

1. **Important Notices for Bidders**

This Invitation to Tender (“ITT”) is being made available only to those Bidders who have been selected by WCHG to bid for the Contract (hereinafter referred to as the **“Contract”**). This ITT is made available on condition that it is to be used in connection with bidding for the Contract and no other purpose whatsoever.

* 1. **Confidentiality**

Subject to the exceptions referred to below, the information in this ITT is made available by WCHG on condition that Bidders shall:

* + 1. at all times treat such information as confidential;
    2. not disclose, copy, reproduce, distribute or pass the information to any other third person or allow any of these things to happen; and
    3. not use the information for any purpose other than for the purpose of making (or deciding whether to make) a bid for the Contract.

Notwithstanding the conditions referred to in paragraphs 2.1.1 to 2.1.3 above, Bidders may disclose, distribute or pass information to another person if:

* + 1. done for the sole purpose of enabling a bid to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in this ITT; or
    2. WCHG gives its prior written consent in relation to such disclosure, distribution or passing of information.

WCHG may disclose any information relating to the bids to its directors, officers, employees, agents or advisers. WCHG also reserves the right to disseminate information that is materially relevant to the Contract to all Bidders, even if the information has only been requested by one Bidder. WCHG shall act reasonably as regards the protection of commercially sensitive information relating to the Bidder.

* 1. **Accuracy of information and liability of WCHG and its advisers**

The information contained in this ITT has been prepared by WCHG in good faith but does not purport to be comprehensive or to have been independently verified. WCHG does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Bidder or its professional advisors and any liability therefore is hereby expressly disclaimed.

Bidders considering entering into a contractual relationship with WCHG shall make their own enquiries and investigations of WCHG's requirements. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed agreement.

Nothing in this ITT is, or shall be relied upon as a promise or representation as to the future and WCHG does not undertake to provide Bidders with access to any additional information or to update the information in this ITT or to correct any inaccuracies that may become apparent. WCHG reserves the right, without prior notice, to change the procedures outlined in this ITT or to terminate discussions and the delivery of information at any time before entering into the Contract.

* 1. **Anti-collusion**

Any Bidder who, in connection with the competition for the selection of Bidders for the Contract:

* + 1. fixes or adjusts its bid by or in accordance with any agreement or arrangement with any other Bidder;
    2. enters into any agreement or arrangement with any other Bidder to refrain from making a bid or to alter, in any way the content of any bid to be submitted;
    3. causes or induces any person to enter into any such agreement as referred to in paragraph 2.3.1 or 2.3.2 above or to inform any other Bidder of the content of any other bid for the Contract;
    4. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done any act or omission in relation to any other bid or proposed bid for the Contract; or
    5. communicates to any person (outside its consortium, its professional and financial advisers other than WCHG or any person duly appointed by WCHG) the content of its proposed bid,

shall be disqualified (without prejudice to any other civil remedies available to WCHG and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the competition for the Contract. Bidders are required to return with their bid the Anti-Collusion Certificate set out at Appendix 4.

* 1. **Non-canvassing**

Any Bidder who, in connection with its bid for the Contract

* + 1. offers an inducement, fee or award to any representative of WCHG or any person acting as an adviser to WCHG in connection with the selection of Bidders for the Contract; or
    2. does anything which would constitute a breach of the Bribery Act 2010,

shall be disqualified (without prejudice to any other civil remedies available to WCHG and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the competition for the Contract. Bidders are required to return with their bid the Non-Canvassing Certificate set out at Appendix 5.

* 1. **Copyright**

The copyright in this ITT is vested in WCHG and may not be reproduced, copied or stored in any medium without the prior written consent of WCHG. This ITT and any document issued to Bidders supplemental to it shall remain the property of WCHG and shall be returned upon demand.

* 1. **Confidentiality**

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after conclusion of the Contract, any publicity activity with any section of the media in relation to the Contract other than with the prior written consent of WCHG (in relation to the form and content of the proposed publicity).

* 1. **WCHG’s right to reject bids**

Notwithstanding anything else stated in this ITT, the issue of this ITT in no way commits WCHG to enter into the Contract or any other agreement whatsoever. WCHG is not bound to accept any bid and reserves the right to accept any bid either in whole or in part.

Bids shall be checked initially for compliance with the requirements of this ITT and for completeness. Clarification may be sought from Bidders in order to determine if a bid is complete and compliant. Bids that are not substantially complete and/or compliant with the requirements of this ITT may be rejected.

* 1. **Time**

WCHG reserves the right, in its absolute discretion to amend the timetable or extend any time period in this ITT.

* 1. **Bid costs and loss of profits**

Bidders shall bear their own costs and in no circumstances whatsoever shall WCHG become liable for any bidding costs, nor shall WCHG be liable for any loss of profits, loss of Contracts or other costs or losses suffered or incurred by a Bidder as a result of that Bidder not being awarded one or more Contracts pursuant to this procurement process. WCHG shall similarly not be liable in the event that the procurement process is cancelled, whatever the reason.

1. **General Matters**
   1. **General approach**

Although this ITT is not subject to the Public Contracts Regulations 2015, Bidders are reminded that WCHG shall conduct the process in accordance with the key EU principles of transparency, non-discrimination and equal treatment.

* 1. **Enquiries and communication**

During the ITT stage Bidders may submit questions and requests for Clarification or further information. Bidders shall note the following procedure for obtaining further information or Clarification on matters arising during the ITT stage:

* + 1. Bidders shall address their questions and requests for Clarification or further information to the contact point set out at Section 1.4 above;
    2. on receipt of a request for Clarification or further information, WCHG may, at its sole discretion, endeavour to respond to the Bidder and provide such Bidder with any additional information to which WCHG has access, but WCHG shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information (and absence of a response from WCHG shall not entitle a Bidder to make any particular assumptions about the matters sought to be clarified);
    3. Except as stated below, all questions and requests for Clarification or further information and the corresponding responses, shall be circulated by WCHG to all Bidders;
    4. When submitting a question or request for Clarification or further information, Bidders shall indicate whether or not they believe the question or request for Clarification or further information is commercially confidential to them and shall not therefore be shared with other Bidders. Any such question or request for Clarification or further information shall be marked ***‘Confidential – not to be circulated to other Bidders*’;**
    5. If WCHG considers that, in the interests of open and fair competition, it is unable to respond to the question or request for Clarification or further information on a confidential basis, it shall inform the Bidder who has submitted it. The Bidder shall as soon as practicable thereafter request that either the query be withdrawn or treated as not confidential;
    6. All questions or requests for Clarification or further information shall be submitted **no later than 14.00 hours on 01/12/2017**. Requests/questions received after this time shall not be responded to by WCHG.
  1. **Amendments to the ITT**

WCHG reserves the right to issue amendments or modifications to this ITT during the ITT stage. These shall be issued to all Bidders simultaneously and bids shall be assumed to take account of any such modifications and amendments.

* 1. **Not applicable**
  2. **Procedure for the submission of bids**

Bidders shall submit one (1) bound hard copy and one (1) electronic copy bid by **no later than 14.00 hours on 08/12/2017**, to the following address:

Wythenshawe Community Housing Group

Wythenshawe House

8 Poundswick Lane

Wythenshawe

Manchester

M22 9TA

To submit a bid, the Bidder shall:

Seal the bid the “Inner” envelope bearing the name of the Bidder, using the attached template at the rear of this document.

The sealed inner envelope shall be placed within the addressed “Outer” envelope, using the attached template at the rear of this document. The “Outer” envelope shall not display any Bidder identifiable markings or franking.

Hard copy ITTs shall be bound in numerical order.

Electronic copy ITTs shall be in USB flash drive format only. Electronic copy ITTs shall be submitted in the published format only, and Bidders shall not change the format of the ITT documents.

Please provide your response to this ITT by completing the required documents. Please do not provide separate or different types or formats of documents unless specifically requested to do so.

Please note that the designated limits on length of responses set out in the ITT shall be strictly adhered to. Any question response exceeding the designated limit shall be disregarded beyond that limit. Unless specifically requested to do so, please do not include or upload any standard marketing or promotional material within your answer as this shall be disregarded.

Supporting information (appendices, attachments etc.) shall be presented in the same order as, and shall be referenced to, the relevant question.

Late submissions shall not be accepted.

Bidders are strongly recommended not to leave their ITT submission to the last minute. WCHG shall not be held liable for failures to submit an ITT on time due to technical issues reported less than 24 hours before the submission deadline.

* 1. **Bidder Interviews**

Once the deadline for bid submission has passed, the Bidders who have submitted a bid shall be invited to attend an Interview at WCHG’s offices to further explain their proposals for carrying out the Contract they are bidding for.

The provisional dates for these Interviews are as set out in Section 3.7 of this ITT, though the dates, times and venues of the Interviews shall be confirmed with Bidders under separate cover.

The maximum percentage or “weighting” WCHG shall give to the Interviews in the evaluation is set out in Section 5.3 of this ITT.

* 1. **Procurement timetable**

The indicative timetable for the procurement process is as set out below:

|  |  |
| --- | --- |
| **Stage** | **Date** |
| ITT made available to Bidders | 17/11/2017 |
| Deadline for requests for Clarification | 01/12/2017 |
| Deadline for submission of bids | 08/12/2017 |
| Bidder Interviews | Week commencing 15th January 2018 |
| Completion of evaluation of and notification of result | January 2018 |
| Contract commencement | February 2018 |

WCHG reserves the right to amend the above timetable.

1. **Bid Return Requirements**
   1. **General**

This Section provides Bidders with details of the form and content of bids that are invited and sets out the procedural requirements with which Bidders shall comply when submitting a bid in order for their bid to be considered by WCHG. The process is intended to:

* + assist WCHG in choosing the most economically advantageous bid;
  + make clear the requirements with which Bidders shall comply and the basis on which the bids shall be evaluated; and
  + maintain competition throughout.

If a Bidder does not comply with the requirements as set out at this Section 5, WCHG may (in its sole discretion) disqualify the Bidder from the competition.

The bid and any supporting documentation shall be appropriately cross-referenced to this ITT. Bids shall be as clear and concise as possible, in order to enable WCHG to evaluate bids in accordance with this ITT.

Bidders shall confine each response to the question being asked. WCHG shall only evaluate each response against the relevant question. Any Bidder response that is applicable to more than one question shall be repeated as necessary.

Any question response exceeding the designated limit shall be disregarded beyond that limit.

All bids shall be submitted in English. Bidders are reminded that Variant Bids shall not be accepted.

All pricing shall be **exclusive** of Value Added Tax (VAT).

* 1. **Content of bids**

All bids shall consist of the following items/documents:

* + 1. Confirmation of acceptance of the Specification as set out at Appendix 1 and the Conditions of Contract Specification as set out at Appendix 6, signed by the authorised signatory submitting the bid on behalf of the Bidder;
    2. The completed Pricing Document set out in Appendix 2;
    3. A copy of the Form of Tender as set out at Appendix 3 signed by the authorised signatory submitting the bid on behalf of the Bidder;
    4. A completed Anti-Collusion Certificate as set out at Appendix 4, signed by the authorised signatory submitting the bid on behalf of the Bidder;
    5. A completed Non-Canvassing Certificate as set out at Appendix 5, signed by the authorised signatory submitting the bid on behalf of the Bidder;
    6. A comprehensive Written Return as set out in Appendix 7, specifying how the Bidder shall carry out the Works to be provided under the Contract;
    7. An Anti-Slavery and Human Trafficking Statement setting out how the Bidder has taken steps to ensure that slavery and human trafficking is not taking place in any part of the business or supply chains. The Successful Bidder shall be required to provide an updated statement annually.

1. **Evaluation of Bids**
   1. **Introduction**

The purpose of this Section is to provide information to Bidders on the evaluation process for bid submissions and the criteria that shall be used to select the Successful Bidder.

* 1. **Evaluation for compliance**

Bids shall be checked initially for compliance with this ITT and for completeness. Bids that are not substantially complete and/or compliant with this ITT may be rejected. During the evaluation period, WCHG reserves the right to call for further information from the Bidders to assist it in its consideration of their bids.

* 1. **Evaluation criteria**

Bids for the Contract for shall be evaluated on the basis of the criteria set out below to determine the most economically advantageous tender (MEAT). WCHG has allocated a maximum score for each element as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Area** | **Criteria** | **Weighting** | |
| **Written Return\*** | **Bidder Interview\*\*\*** |
| **Quality** | **Technical Ability** | **3.75%** | **3.75%** |
| **Contract Management** | **3.75%** | **3.75%** |
| **Health and Safety** | **3.75%** | **3.75%** |
| **Customer Care** | **3.75%** | **3.75%** |
| **Social Value** | **5%** | **5%** |
| **Quality Totals** | **20%** | **20%** |
| **Price\*\*** | **Pricing Document** | **60%** | |
| **Overall Weighting** | | **100%** | |

\* Bidders shall refer to Appendix 7 of this ITT for further details of the % weighting that shall be given to each individual element of the Quality criteria.

\*\* Bidders shall refer to Appendix 2 of this ITT for an explanation as to how the Pricing Document shall be scored.

\*\*\* Further details of the criteria against which the Interview shall be assessed shall be provided to Bidders in advance of the Interview.

Note that WCHG reserves the right not to further evaluate a Bidder’s bid if the Bidder’s score for the Pricing Document as set out in Appendix 2 is such that they will not be able to win the Contract even if they were to get maximum marks for the Written Return as set out in Appendix 7 and the Bidder Interview.

WCHG also reserves the right not to invite a Bidder to participate in the Bidder Interview stage of the procurement process if the Bidder’s combined score for the Pricing Document as set out in Appendix 2 and Written Return as set out in Appendix 7 is such that they will not be able to win the Contract even if they were to get maximum marks for the Bidder Interview.

1. **Glossary of Terms**

|  |  |
| --- | --- |
| **Term** | **Meaning** |
| Bidder | The organisation(s) formally invited to submit a tender |
| Clarification | A request from a Bidder for further information regarding the content of the tender documents |
| Contract | The formally agreed document that is created between WCHG and the Successful Bidder |
| Evaluation Criteria | The list of key criteria that is used to assess a Bidder’s tender |
| ITT | The Invitation to Tender document issued to Bidders |
| MEAT | The most economically advantageous tender (where the quality and price are evaluated) |
| Pricing Document | The schedule containing the Bidder’s tender pricing proposal |
| Regulations | The Public Contracts Regulations 2015 that governs the award of public contracts in the UK. |
| Scoring Methodology | The basis on which bids are to be scored against the [Evaluation Criteria](http://www.procurementportal.com/glossary/#Award criteria). |
| Specification | The technical statement of what is to be provided under the scope of the Contract |
| Successful Bidder | The organisation formally appointed as the Contractor |
| TUPE | The Transfer of Undertakings (Protection of Employment) Regulations 2014 |
| Variant Bid | A bid which is different from that specifically requested by the [Contracting Authority](http://www.procurementportal.com/glossary/#Contracting authority) in the tender documents |

**Appendix 1** **– Specification**

1. **Scope of Contract**

The scope of the Contract is the provision of Drainage Works for Responsive Repairs and Void Works at WCHG owned and maintained properties.

The overall aims of the Contract are:

* Value for Money
* High levels of customer service
* Compliance with pre-determined timescales

1. **Location of Contract**

The Works shall be located in and around the Wythenshawe area and includes all WCHG domestic and commercial properties.

1. **Operation of the Contract**

**Works Orders**

The Contract Administrator shall issue an official Works Order via e-mail to the Contractor to execute jobs at a specified address within a specified Period. All Works Orders shall be in writing and no payment shall be made in respect of Work undertaken without a written Works Order.

The Contractor shall acquaint and satisfy himself with all conditions likely to affect the execution of any of the Works Orders issued, including the types, construction and location of the dwellings and buildings, as no claim by the Contractor for additional payment shall be allowed on the grounds of any misunderstanding, or ignorance due to lack of knowledge of local conditions, regulations or requirements on which the Works Orders are to be executed.

The Contractor shall at all times employ sufficient labour and supply materials and suitable and sufficient plant and equipment to ensure that all Works Orders placed are started and completed within the Response Repair Period (which commences from the time of the issue of the Works Order) to the entire satisfaction of the Contract Administrator. The Contractor shall, wherever possible, ring the tenant in advance and make a mutually agreed appointment for work to be carried out.

The Contractor shall be required, notwithstanding the expiry of the Contract Period on the date as stated in the Contract Details to complete, to the satisfaction of the Authorised Officer, all Works Orders issued to the Contractor before or on the date of expiry of the Contract Period. WCHG reserves the right to withdraw any Works Order at any time. The Contractor shall make no charge if a Works Order is withdrawn before work has commenced.

The Contractor shall note that due to variations in the amount of Work available at any one time it is not possible to guarantee continuity of Work. It is to be noted that Works Orders shall be issued on an irregular basis. Due to the unpredictable nature of property maintenance, the Contractor shall allow for irregular workload patterns. WCHG shall make all reasonable efforts to arrange for Works Orders to be prioritised with a view to avoiding excessive demands on the Contractor’s labour capacity.

**Hours of Work**

The Contractor shall normally carry out Work between the hours of 7.30am and 6.00pm Monday to Friday and 8.00am and 1.00pm on Saturday. Work before or after these times may only be carried out with the prior approval of the Contract Administrator, the tenant and adjacent tenant and/or residents in respect of occupied properties.

The Contractor shall be sensitive to religious and cultural events celebrated in a diverse community and shall respect the wishes of residents in not carrying out work on these days, except in Emergencies threatening the structural stability of the dwelling and the health and safety of the tenants.

WCHG maintains a call handling service which receives emergency repair requests during the hours of 6.00pm and 8.00am, Monday – Friday; from 1.00pm Saturday continuously until 8.00am on the following Monday; and 24 hours continuously throughout Bank and Public Holidays commencing at 6.00 pm on the last full normal working day prior to such periods until 8.00 am on the next full normal working day.

The Contractor is to place himself in direct telephone communication with the WCHG and/or third-party agency as appropriate in order that all such requests for Out of Hours Emergency Work can be promptly notified to the Contractor. Under no circumstance will an ‘Answerphone’ or similar indirect communication procedure be allowed and the Contractor is to allow for providing such Out of Hours Emergency Work.

The Contractor must respond immediately to any Out of Hours Emergency Repair Work Orders and certainly within 2 hours. Due to the nature of the work it is quite likely that the Contractor will only be able to “make safe” although if it is possible to complete a repair within 2 hours then the Contractor shall do so.

**Contract Administrator**

The Contract Administrator shall issue oral or written instructions from time to time, and the Contractor shall comply with such instructions. Any instructions are given orally must be confirmed in writing, by the Contract Administrator, within five working days.

The Contract Administrator shall be at liberty to order any extra Work or, to vary the Work or, to omit any part of the Work.

If, during the execution of the Work as indicated on the Works Order, the Contractor considers extra/varied work is necessary, then the Contractor shall immediately seek the Contract Administrator’s instructions.

If after receipt of any Works Order and/or Contract Administrator’s other written instruction the Contractor does not comply, WCHG may employ and pay other persons to carry out the Works. Any additional costs, including administrative costs, incurred, shall be deducted by WCHG from any monies due, or to become due, to the Contractor under this Contract or shall be recoverable by WCHG as a debt.

The Contract Administrator may issue instructions requiring the exclusion from the Contract of any person employed by the Contractor.

**Contract Manager**

The Contractor shall employ upon the Contract a competent person to undertake the role of the Contract Manager. The Contract Manager shall act on any instructions given to him by the Contract Administrator. Any such instructions shall be deemed to have been issued to the Contractor.

The Contractor is to ensure that the Contract Manager can be contacted by means of mobile phone or other form of communication approved by the Contract Administrator during all normal working hours and that the Contractor can contact his operatives during all normal working hours.

**Post Inspection and Completion of the Works**

The Contractor is required to notify WCHG prior to the completion of the Works Order to enable the Contract Administrator to arrange with the Contractor to hold either a joint pre-completion or a joint post completion inspection. Failure to undertake this requirement could prevent additional Works Orders being issued to the Contractor.

The Contractor shall leave the Work complete and in a clean sound and perfect condition, and during the execution of the works and at completion shall clear away all rubbish and make good at his own expense to the satisfaction of the Contract Administrator, any damage which may have been caused to any property of the WCHG by his employees.

**No Access**

If the Contractor is unable to gain access to the property at the appointed date and time, the Contractor shall leave a No Access Card at the property informing the tenant that access was not available and informing the tenant to make contact with the Contractor within 72 hours to rearrange the appointment. The No Access Card shall include the Contractor’s name, address and contact telephone number. The Contractor shall note that no charge is to be made to the Company or tenant for a No Access instance.

If the tenant does not make contact with the Contractor within 72 hours to rearrange the appointment, the Contractor shall contact the tenant again and make a new appointment, after which the above procedure will be followed for the second time.  If no contact is made by the tenant on the second occasion, no further contact attempts to gain access shall be made by the Contractor. In this event the Contractor shall inform the Contract Administrator who shall take responsibility for making access arrangements directly with the tenant on behalf of the Contractor.

**Invoicing and Payment**

The Contractor shall submit to the Contract Administrator detailed invoices monthly together with authorised time sheets for Work undertaken, which shall form the basis for calculating any amounts due to the Contractor under this Contract.

The Contractor shall complete and return the duplicate copy of the Works Order and signed slip from the tenant or other authorised WCHG representative confirming that the Work has been carried out satisfactorily (forming part of the original Works Order) before any payment in respect will be authorised or made.

All invoices submitted by the Contractor shall quote the number of the Works Order, the Address, and priced value and a brief description of the Work carried out and shall include the value of Value Added Tax properly chargeable to the WCHG in carrying out the Works Order. Invoices shall detail the dates that the Works commenced and completed to the satisfaction of the Contract Administrator.

The Contract Administrator shall either, approve such invoice and authorise payment or alternatively, reject the invoice and return it to the Contractor, stating the reasons for rejection, for corrective action and resubmission.

Subject to approval, invoices shall be paid within 30 days of the date of invoice.

1. **Works Specification**

The Contract shall consist of the provision of Drainage Works as described in the NHF Schedule for Responsive Maintenance and Void Property Works Version 6.1.

1. **Performance Management**

**Job Completion**

Unless agreed otherwise, all Work shall be completed within 4 weeks from the Contractor’s Receipt of the Works Order.

**Performance Reviews**

Performance reviews shall be undertaken jointly by the WCHG and the Contractor as determined by the Authorised Officer on a monthly or bi- monthly basis. Each performance review will focus on the performance, effectiveness and efficiency, Health & Safety and invoicing aspects of the Contractor.

The performance reviews shall comprise a review of the Contractor’s overall performance in meeting the requirements of the Contract including the requirements of achieving and maintaining continuous improvement. Performance figures will be extracted from information collected from the computer ordering system, from surveys carried out by the WCHG inspection team and other sources.

The following list is indicative of the items to be reviewed:

* Maximising tenant satisfaction
* Maximising the quality of workmanship and materials
* Minimising the number of complaints and maximising satisfaction with the outcome
* Maximising the quality of financial information and accuracy of invoices
* Completion of Works Orders
* Maximising the efficiency of the Contractor
* Review of the Contractor Health and Safety records

**Specification Annex 1 – WCHG Site Rules for Contractors**

1. **Working Hours**

The Contractor shall observe the working hours of the Company as stated in the Specification. Additional time outside of the stated working hours shall be subject to prior authorisation by the Company.

1. **Reporting on Site**

The Contractor shall report, wherever applicable, to the tenant or person in charge of the Site, prior to commencement of the Services/Works, and shall also report on each occasion that they leave the Site and on completion of the Services/Works.

1. **Identity Cards**

All operatives employed by the Contractor in connection with the Services/Works shall carry identity cards in a format to be approved by the Company which shall be actively drawn to the attention of the tenant or person in charge of the Site – whether requested or not – prior to commencing the Services/Works. The identity card shall as a minimum contain the following information:

* A passport type photograph of the operative;
* The operative’s name;
* The operative’s employee identification number;
* The Contractor’s name, address and telephone number;
* The expiry date of the identity card;

Before commencement of the Services/Works the Contractor shall be required to submit to the Company a list of operatives for the Services/Works, which shall be updated as required throughout the Contract.

Tenants shall be instructed to refuse access to any person working for the Contractor (including sub-contractors) who is not in possession of an identity card that satisfies the above requirements.

The Contractor shall ensure that identity cards are withdrawn when operatives cease to be employed or are permanently transferred to other duties. The Contractor shall ensure that sub-contractors also comply with these requirements.

Before commencement of the Services/Works the Contractor shall ensure that all operatives are subject to a satisfactory Disclosure and Barring Service (DBS) check.

1. **Personal Protective Equipment**

The Contractor shall be responsible for providing its own operatives with personal protective equipment as may be required for the provision of the Services/Works, for example, eye protection, head protection, respirators and breathing apparatus, etc.

The Contractor shall also ensure that if a type of PPE is described as a control measure in any risk assessment, that the operatives undertaking the Services/Works wear the PPE at all times.

All Contractors shall be required to wear high visibility jackets whilst working on the Site or suitable high visibility equipment for the working location.

All Contractors shall be required to Approved safety footwear whilst working on the Site.

The wearing of shorts or rolled up trousers is strictly prohibited at all times.

**NO** urinating in gardens or on the scaffold is permitted.

1. **Observing Health and Safety**

The Contractor is reminded of their responsibility, whilst providing the Services/Works*,* for all Health and Safety matters and shall adopt safe methods of working and comply at all times with the requirements of the Health and Safety at Work Act 1974 together with regulations made thereunder and of any other legislation, regulations or orders pertaining to the health and safety of the public, operatives, sub-contractors, the Company’s staff and all other persons.

The Contractor is required to remain CHAS accredited or undergo annual assessments of a member of the Safety Schemes is Procurement for the duration of the Contract. Failure to maintain annual compliance may result in suspension or termination of the Contract.

The Contractor shall at all times observe and apply the provisions of their Health & Safety Policy and ensure safe working systems during the provision of the Services/Works. The Contractor shall ensure an equal level of compliance by sub-contractors.

The Contractor shall immediately inform the Contract Administrator of any actions being taken against them by the Health and Safety Enforcement Authorities.

The Contractor shall immediately inform the Contract Administrator of any fatality, major injury or dangerous occurrence (RIDDOR Regulations) to any person(s) e.g. tenants, staff, members of the public and whosoever encountered whilst providing the Services/Works under this Contract.

The Contractor shall ensure that any premises used for the provision of the Services/Works under this Contract conform to the relevant Health and Safety legislation.

The Contractor shall be responsible for ascertaining whether execution of any order for Services/Works will or is likely to involve any interference with asbestos, lead, live electricity conductors or cables, gas piping or storage containers, pipes conveying water or steam or any other hazardous substances or installations.

In the event of the Contractor ascertaining that execution of any order will or may involve interference with any hazardous substance or installation then the Contractor shall notify the Contract Administrator and shall state in writing any precautions proposed to be taken in consequence of the hazard which may affect the use of the premises or the comfort or freedom of movement of any person likely to be in or near the premises during execution of the order.

The Contractor shall also notify in writing the occupants of the Site, or the person in charge of the occupants or users of the Site on which Services/Works are in progress or about to be carried out, all restrictions, guidance or other precautions which are desirable or necessary for the safety of all persons occupying or using the Site in connection with the provision of the Services/Works. The Contractor shall provide all barriers and warning notices required for that purpose and shall make effective arrangements for the occupant or person in charge to consult and communicate with the Contractor throughout the duration of the Services/Works on the effects and nature of such precautions.

In the event that materials are suspected of containing asbestos, the Contractor shall immediately contact the Contract Administrator and await further instructions.

1. **Working in Occupied Properties**

The Contractor shall recognise the implications of visiting a home and operatives shall be trained and encouraged to take care of the home.

* 1. Contractors shall be mindful of cultural issues that may present when working within the home and take all necessary steps prior to undertaking the work to assess all additional needs of the tenant, and in particular where the following nine protected characteristics occur:
* age
* disability
* gender reassignment
* marriage and civil partnership
* pregnancy and maternity
* race
* religion and belief
* sex
* sexual orientation

The Contractor’s rates shall allow for working in tenanted properties. As the properties may be occupied during the Services/Works and the Contractor shall not be allowed complete and exclusive possession of the property, the working operations shall be carried out with the minimum amount of disruption and the Contractor shall make all necessary arrangements for access with the tenant. The tenants shall at all times retain unimpeded safe access, usage and egress and security.

The Contractor shall co-ordinate all work so that it can be carried out with the least possible inconvenience and discomfort to the tenant. Every effort shall be made to afford tenant privacy and the minimum of inconvenience and to maintain services in one form or another.

Entrances and footpaths shall be kept clear at all times for the unrestricted use of the tenants or occupiers.

The Contractor shall ensure that tenants are not endangered due to the works, either whilst the Services/Works are being undertaken or overnight.

When the Contractor has to walk through areas of the property to work in particular rooms those shall be adequately protected to prevent any damage occurring. When protecting the stair floor finishes this protection shall be safely secured and the tenant made aware of any potential danger.

Any damage to the properties, including floor, wall and ceiling finishings, furniture and fittings and to the external works, including paths, grass, trees, hedges, fencing, shrubs and flowers etc. caused by the Contractor shall be made good at the Contractor’s expense and to the entire satisfaction of both the tenant and Contract Administrator.

1. **Keeping the Site Clean and Removal of Rubbish**

The Contractor shall keep the Site clean and tidy at all times and clear away rubbish and debris as it accumulates. If the Contractor fails to comply with this requirement the Contract Administrator may arrange for the clearing up to be carried out by others and charge the Contractor accordingly.

The Site shall be cleaned thoroughly on completion and left to the satisfaction of the Contract Administrator. The cleaning materials and methods used shall be appropriate to the materials being cleaned and the manufacturer's recommendations.

The Contractor shall allow for making good any damage to public or private roads, footways, gardens and planted areas and all existing public or private mains and cables caused by the provision of the Services/Works. Any charges that may be legally claimed by the Public Authorities, or other parties, for damage caused by extra traffic over roads by carriage or materials, plant, etc., to or from the Site shall also be borne by the Contractor, who shall indemnify the Company in respect of the cost of any proceedings.

The Contractor shall keep road, streets and footpaths adjacent to the Site free from mud, dirt, rubbish, building debris, etc., and observe any bye-laws or regulation imposed by a competent Authority requiring roads or streets to be kept free from mud, dirt, rubbish, etc.

No materials or supplies of any description, refuse containers, items of plant, etc., are to be placed on gardens or cultivated areas.

The Contractor shall allow for protecting and maintaining all public and private roads, footways, paved areas and mains services, make good any damage caused by the provision of the Services/Works including sweeping free of mud, debris and rubbish for the duration of the Services/Works, pay all costs and charges in connection therewith. The Contractor shall ensure the safe passage of all pedestrians and vehicular traffic at all times.

1. **Smoking**

The Company operates a No Smoking policy. The Contractor shall ensure that all operatives are fully aware of this policy and shall enforce this policy with their operatives when providing the Services/Works.

1. **Inappropriate Language**

The Contractor shall ensure that all operatives refrain from using foul and/or inappropriate language at all times when providing the Services/Works.

1. **Control of Noise**

The Contractor shall employ the “best practicable means” as defined in the Environmental Protection Act 1992, to minimise noise and vibration resulting from the Services/Works and shall have regard to BS 5228 (Code of Practice for Noise Control on Construction and Open Sites) and in particular:

* shall ensure that all vehicles, plant and machinery used during the Services/Works are fitted with effective exhaust silencers and that all parts of such vehicles, plant or machinery are maintained in good repair and in accordance with the manufacturer’s instructions, and are so operated as to minimise noise emissions;
* shall ensure only ‘sound reduced’ compressors or other alternatives approved by the Company are to be used, and any equipment or panel fitted by the manufacturer for the purpose of the reduction of noise shall be maintained and operated so as to minimise noise. Any pneumatically operated percussive tools shall be fitted with approved mufflers or silencers which shall be kept in good repair;
* shall ensure any machinery which is in intermittent use shall be shut down in intervening periods of non-use, or where this is impractical, shall be throttled back to a minimum.

1. **Music/Radios/Telephones**

The use of telephones, radios and/or the playing of music are not permitted on site or within properties.

1. **Use of Power Tools**

110 volt or battery operated portable electric appliances shall be used when working in domestic properties. The use of 240 volt appliances is not permitted. The length of primary cables feeding a transformer shall not exceed 1 metre. Trailing cables shall be avoided in areas where tenants will require access.

1. **Use of Electricity/Water**

The Contractor may, by means of a suitable private arrangement with the tenant, or person in charge of the Site, which includes an indemnity for any damage caused and payment of all charges incurred, make use of the water and electricity supplies to the Site. Such arrangement cannot be guaranteed and the Contractor shall make contingency provisions to provide, at their own expense, suitable apparatus to furnish water or a temporary electrical supply as may be required to provide the Services/Works.

1. **Temporary Work Arrangements**

The Contractor shall allow for providing all temporary hoardings, gantries, fans, footways, guard rails, barriers, fencing and all necessary lighting and warning signs for the protection of tenants, occupiers and members of the public during the provision of the Services/Works.

The Contractor’s rates shall allow for providing, at the workplace, steps, ladders, roof ladders, staging, props, tubular and patented system scaffolding (including boards) necessary to carry out repairs and renewals to external surfaces and components (including roofs) at any height. Scaffolding shall be rendered inaccessible at the end of each day's work and all other plant and scaffolding works, both complete and incomplete, left in a safe and secure manner. At all times the Contractor shall ensure that the scaffold to properties remains in a stable and safe state, free from movement.

1. **Protecting Adjoining Properties**

The Contractor shall not permit any work to be done that is calculated to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor shall be held responsible for all damage arising through carelessness inadvertence in this respect.

1. **Recycling of Waste**

In providing the Services/Works, should the following materials arise as waste in suitable quantities they shall be removed to a transfer station and recycled; they shall not be removed directly to a landfill site:

* Concrete;
* Bricks and mortar;
* Timber structural roof members, battens, fascia, soffit and barge boards;
* Timber floor boards;
* Roof slates;
* Concrete roof tiles;
* Metalwork including copper pipes;
* Plaster and render;
* Ceramic wall, floor tiles and;
* Solid panelled timber doors and all timber door frames;
* Sanitary fittings;
* Timber skirtings, architraves, cupboards and shelves;
* Timber fences;
* Timber pallets attained through material deliveries;
* Plastic material packaging.

The Contract Administrator may wish to confirm during the provision of the Services/Works that the submitted recycling methods are being carried out, and may involve requesting the submission by the Contractor of relevant supporting documentation such as skip receipts.

1. **Interference with Traffic**

The Contractor shall allow for complying with all applicable regulations affecting the Site(s) or in connection with any parking restrictions, limited waiting periods, restriction and diversion of traffic routes, off-loading or standing vehicles or any other requirements affecting the Contract.

The Contractor shall provide the Work/Services so as not to interfere unnecessarily or improperly with public convenience, the access to, use or occupation of public or private roads and footpaths.

The Contractor’s rates shall include for the additional cost of any restricted working which may arise such as working in short lengths and the removal and subsequent return of excavated material which, if left on the site, would interfere with the movement of traffic and access to property.

**WCHG Additional Policies**

The Contractor shall, where applicable, comply at all times with the requirements of the embedded Wythenshawe Community Housing Group Policies.



**Appendix 2 – Pricing Document**

**Notes for Bidders**

Bidders are required to complete this Pricing Document.

All pricing shall be **exclusive** of Value Added Tax (VAT).

**Pricing Evaluation Methodology**

As stated in Section 5 (Evaluation of Bids) of this ITT document, pricing shall count for 60% of the total marks available for Contract.

The 60% marks available are subdivided as follows:

For Responsive Repairs, the Bidder that submits the lowest Total Contract Sum shall receive the maximum score of 30. The other Bidders’ Total Contract Sums shall be scored based on the following formula:

|  |  |  |
| --- | --- | --- |
| Lowest Total Contract Sum | X | 30 |
| Bidder’s Total Contract Sum |

For Void Works, the Bidder that submits the lowest Total Contract Sum shall receive the maximum score of 30. The other Bidders’ Total Contract Sums shall be scored based on the following formula:

|  |  |  |
| --- | --- | --- |
| Lowest Total Contract Sum | X | 30 |
| Bidder’s Total Contract Sum |

For the purposes of the evaluation, the Bidder’s Total Contract Sum shall be calculated by the percentage adjustment (+/-) to the NHF Schedule of Rates for Responsive Maintenance and Void Property Works Version 6.1.

WCHG reserves the right to ask Bidders to clarify elements of their Pricing submission as necessary to ensure that WCHG is able to evaluate the pricing submissions on a like for like basis.

**Pricing General Preambles**

1. The Pricing Document contains the Bidder’s rates.
2. The descriptions in the Pricing Document shall not be regarded as an exhaustive statement of everything included in the Contract; refer to the Specification for the full Contract requirements. The rates in the Pricing Document shall include for all work shown or described in the Contract as a whole and for all work not described but apparent as being necessary for the provision of the Works.
3. The rates in the Pricing Document shall include for the whole of the Bidder’s obligations under the Contract whether expressly stated or reasonably implied. No additional request for payment shall be permitted unless authorised in writing by WCHG.
4. All rates quoted are to be fixed for the first 2 years of the Contract. Rates from year 3 onwards shall be subject to annual review between the parties, and any proposed increase shall be agreed in writing by WCHG. Any rate of increase shall be limited to a maximum of the prevailing CPI rate at the time of the review, published by the Office for National Statistics.
5. Where quantities are stated in the Pricing Document the Bidder shall note that they may vary and there is no guarantee of quantity. The rates quoted in the Pricing Document shall apply regardless of the actual quantity of Works subsequently ordered.
6. The rates shall be sufficient to provide the Works in the Specification in isolation from any other requirement and in any quantity.
7. No quantity or continuity of work is guaranteed to the Bidder and this shall be taken into account when completing the Pricing Document. Unless expressly stated to the contrary, any quantities given in the Pricing Document are indicative only.
8. Payment shall be made in accordance with the Pricing Document and the procedures described in the Conditions of Contract attached at Appendix 6.
9. The Bidder shall include all mileage costs and subsistence costs within the submitted rates.
10. The Bidder shall include all costs for the production of any documentation and the attendance of any meetings required by WCHG under the Contract within the submitted rates.

**Standard Abbreviations**

|  |
| --- |
| (BOT) Bottom |
| (BS) Both Sides |
| (OS) One Side |
| 2L Two layer |
| 3L Three layer |
| A Amp |
| AA Anodised aluminium |
| AC Alternating current |
| BASEC British Approvals Service for Cables |
| BCC British Coal Corporation |
| BCMC British Cable Manufacturers Confederation |
| BF Both faces |
| BS British Standard |
| Btu British thermal unit |
| BWF British Woodworking Federation |
| CA Company Representative |
| CCTV Closed circuit television |
| CCU Consumer control unit |
| CI Cast Iron |
| CLG Ceiling |
| CM Cubic metres |
| CORGI Council for Registered Gas Installers |
| CP Chromium Plated |
| CT/ct Coat |
| CWST Cold water storage tank |
| DC Direct current |
| dia diameter |
| DIR Direct |
| DP Double Pole |
| dpc Damp proof course |
| dpm Damp proof membrane |
| EC7 Economy 7 |
| EP Ethylene propylene |
| EPDM Ethylene Propylene Diene Monomer |
| F&E Feed and expansion |
| FL&B Framed, ledged and braced |
| FLR Floor |
| GC Gas chimney |
| GRP Glass fibre reinforced polyester |
| GWCG Georgian wired cast glass |
| GWPP Georgian wired polished plate |
| HO Home Office |
| HOFR Heat, oil and flame retardant |
| horizon horizontal |
| HP High performance |
| HR ) |
| Hr ) Half round or hour depending on context |
| hr ) |
| HRC High rupturing cartridge |
| HT Height |
| HTR Heater |
| HW Hardwood |
| IEE Institute of Electrical Engineers |
| IND Indirect |
| IT Per Item i.e. comprising the whole of the works as detailed |
| KG Kilogram |
| Kw Kilowatts |
| L Layer(s) |
| L&B Ledged and braced |
| LM/M Linear metres |
| LTR Litres |
| LV Low voltage |
| MCB Miniature circuit breaker |
| MDF Medium density fibreboard |
| MICC Mineral insulated copper cable |
| MM Millimetres |
| MS Mild steel |
| ne not exceeding |
| NICEIC National Inspection Council for Electrical Installation Contracting |
| NS Natural stone |
| OCC Occupancy |
| PCC/pcc Precast concrete |
| PM Purpose Made |
| PR Pair |
| PVC Polyvinyl Chloride |
| PVCU/PVCu Unplasticised Polyvinyl Chloride |
| RCD Residual current device |
| RS Reconstructed stone |
| SAA Satin anodised aluminium |
| SEC Security |
| SM Square metres |
| STD Standard |
| SW Softwood |
| T and E Twin and earth |
| T, G and V Tongued, grooved and V jointed |
| TV Television |
| UPVC Unplasticised Polyvinyl Chloride |
| V Volts |
| W Watt |
| WC/wc Water closet |
| WH Wash hand |
| WHB Wash hand basin |
| WK Week |
| WP/wp Waterproofing |

**General Rules**

**Schedule of Rates Descriptions**

1. There are three levels of description for each Schedule of Rates item. Each of these, in particular, the Medium Description set out in the scope of Works envisaged for an Order for that item.
2. Each item has a 6-character numeric code reference and a single character alpha priority code reference:

Example:

125001 E Chimney: Ball chimney flue, clear obstruction and IT 34.39

clean up including all associated work, and remove

waste and debris, - [as an emergency priority (see below)]

Items are grouped in the following sections:

* Foundations;
* Groundworks;
* Fencing and Gates;
* Drainage;
* Brickwork;
* Masonry;
* Roofing;
* Carpentry and Joinery;
* Plasterwork and other Finishes;
* Wall and Floor Tile and Sheet Finishes;
* Painting and Decorating;
* Cleaning and Clearance;
* Glazing;
* Plumbing;
* Heating;
* Electrical;
* Disabled Adaptations and Minor Works; and
* Specialist Treatments
* Maintenance Works to Energy Efficiency Appliances and Components.

The single character priority code references are as follows:

e.g. Priority E – Emergency

Priority U – Urgent

Priority R – Routine

Priority X – User defined

All Works are to be completed within the Response Periods indicated in Contract Details.

1. Each item in the Schedule of Rates represents the entire work content of the particular repair set out in the Schedule of Rates item. The Contractor is deemed to have included for all ancillary items that are necessary to achieve the particular repair even though those items not specifically referred to in the Schedule of Rates item.
2. Descriptions in the Schedule of Rates may have minor inconsistencies in terminology between relative items and also between the three levels of Description for each item contained within the Contract Documents. This is due to the computer field size limitations and Order application of the Company's computer system. Where the context requires, minor omissions of text should not be taken to mean that work in connection with a particular repair and maintenance item in the Schedule of Rates can be left incomplete.
3. In the Schedule of Rates the following definitions of measurement units are applicable:

* HR – per hour
* NO – per number or each
* IT – per item i.e. comprising the whole of the Works as detailed
* LM – per linear metre
* SM – per square metre
* CM – per cubic metre
* PR - per pair

1. The following definitions apply in the Schedule of Rates:

|  |  |
| --- | --- |
| **“approved”**, **“directed”** or **“selected”** | means as approved, directed or selected by the Company Representative whose decision shall be final. |
| **“ease”** | means make minor adjustments to moving parts of the stated component to achieve a good fit in both open and closed positions and ensure free movement in relation to fixed surrounds, unless stated otherwise and make good as necessary; |
| **“make good”** | means carry out local remedial work to components, features and finishes which have been disturbed by other, previous Work under this Contract and leave in a sound and neat condition. The replacement of components or parts of components and redecoration of adjacent surfaces is not included; |
| **“patch”** | refers to a net area of under 1m2; |
| **“remove”** | means disconnect, dismantle (as necessary) and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials including all removal and replacement required to gain access for the work. The removal of associated pipework, wiring, ductwork and/or other services is not included unless otherwise stated; |
| **“renew”** | means remove the existing item, supply and fix or fit the appropriate new replacement item(s) including all fitting, piecing out and preparatory work. All items include the supply and fixing of all materials required unless specifically referred to as supplied by others, "fix only" or "free issue"; |
| **“repair”** | means carry out local remedial works to component features and finishes as found in the existing building, secure or refix, touch up/make good decorations as necessary and leave in a sound and neat condition. The replacement of components or parts of components and redecoration of adjacent surfaces is not included; |
| **“replace”** | means remove the stated existing components, features and finishes, provide and fit matching (or other specified) new components, features or finishes and make good as necessary; |
| **“to match existing”** | means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work being as inconspicuous as possible, all to the approval of the Company Representative; |
| **“fix”, “install”** or **“lay”** | means supply and fix new Materials including all preparatory work; |

1. The Schedule of Rates contains composite items which are designed to cover a number of potential repairs to a particular component or installation e.g Overhaul WC pan. When a composite item for repair is ordered the Contractor is required to carry out all necessary repairs as may be required to the component or installation in order to effect a complete repair. If there is a subsequent fault to the same component or installation and such fault is, in the reasonable opinion of the Company Representative, deemed to be an integral part of the composite repair item which should have been attended to at the previous visit, then the Contractor shall carry out such further remedial repairs as are necessary as a recall and at no extra charge to the Company.
2. The Schedule of Rates contains both elemental and composite items for particular repair, maintenance and renewal items. For example there are composite items for complete roof covering renewals which includes for tiles (including eaves, ridge tiles, verges, vents), underfelting, battens , renewal of flashings, soakers etc., and there are individual Schedule of Rates items covering these separate components. Where a complete repair/renewal is required such as a roof renewal then the cost chargeable will be based on the composite Schedule of Rate item(s) and not by adding together the individual Schedule of Rate items for each separate component part.
3. The selection of the Schedule of Rates codes to be used in the evaluation of any Works Order shall be at the sole and absolute decision of the Company Representative.

**Measurement Rules**

The rules for the measurement of items included in this Schedule of Rates will be as follows:

1. For items in the Schedule of Rates which are measured (indicated in LM/SM/CM), the Company will reimburse the Contractor for works on the following basis.
2. The use of an item and the usage rate is less than 1 (one) the charge shall be as for 1 (one) whole. Where however, more than 1 (one) whole is used reimbursement shall be pro-rata the item schedule rate i.e. 1.27 LM, SM, or CM = 1.27 to two decimal places, (multiplied) by the unit schedule rate.
3. For Items in the Schedule of Rates where the Unit of Measure is per No. (Number) or IT (Item), then the charge shall be as for 1 (one) whole multiplied by the unit schedule rate.
4. For Items in the Schedule of Rates where the Unit of Measure is per HR (Hour) then the charge shall be to two decimal places, recorded to the nearest 15 mins, irrespective of whether more or less than 1 (one) whole i.e. 0.50, 1.25 etc., multiplied by the unit schedule rate.

Specific rules for the measurement of scaffolding are as follows:

1. General scaffolding is designated in ranges of girth and height. The girth shall mean the horizontal length measured along the face of the structure to which access is required. The height shall mean the vertical height measured from average scaffold base plate level to the upper surface of the top working platform. In the case of a scaffolding with top working platforms at differing levels the average height shall be used.
2. Scaffold towers is itemised and designated by vertical height irrespective of plan dimensions. The height shall mean the vertical height measured from the tower base plates/wheels as appropriate to the upper surface of the top working platform. The items are deemed to include for providing towers of any suitable dimensions to suit access available.
3. Chimney scaffolding is itemised and designated by height above ground level, irrespective of the girth. The height shall mean the vertical height measured from ground level to the upper surface of the working platform.
4. Working platforms to general scaffolding are deemed to be four boards wide and shall be measured per linear metres of platform.
5. For any type of scaffolding the additional height above working platforms due to handrails, screens, gantries and the like is deemed to be included.

**Measurement Preambles**

The following are provided as indicative examples only and should be reviewed and adapted as necessary by the Company, prior to incorporation into any tender or other Contract documentation, to ensure that they are fully compatible with the maintenance service to be provided and the particular Schedule of Rates with which they are to be used.

**Generally Rates Deemed to Include**

Rates for all Schedule of Rates items in all trades generally are deemed to include as appropriate for the following:

1. All work that can reasonably be deemed to be included either as good workmanship, including the provision of materials and plant, or accepted practice whether or not specifically referred to in this document, the Company Representative’s decision on this will be final.
2. Clearing away all arisings, redundant materials, debris, rubbish etc., from site including damping down to reduce dust, loading into skips at ground level, skip hire or equivalent, transport and landfill and other waste disposal charges including any recycling costs.
3. The removal and disposal of all non regulated asbestos containing materials eg artex, vinyl floor tiling.
4. Working in conjunction with all non regulated asbestos containing materials eg artex, vinyl floor tiling.
5. Scaffolding, staging, towers, hoists, cradles and access ladders etc., as required up to and including second storey eaves level above ground level (including chimneys, gables, dormers and the like to two storey structures and below), including maintaining in accordance with appropriate safety regulations, clearing away on completion and making good all work damaged or disturbed.
6. Temporary supports, shoring or hoarding to existing structure including maintaining, adapting and clearing away on completion and making good all work damaged or disturbed.
7. Temporary dustproof, weatherproof and security screens, etc., as required complete with doors including maintaining, adapting and clearing away on completion and making good all work damaged or disturbed.
8. All setting and marking out, including provision and removal of temporary profiles.
9. Taking up any necessary boarding, de-nailing timbers, relaying boarding and punching in nail heads.
10. Taking off and re-fixing gutters, downpipes, TV/radio aerials, satellite dishes, electricity, TV, British Telecom cables and the like to facilitate the renewal or repair of any component.
11. Removing all screws, nails, plugs and the like associated with the removal of any item.
12. Setting aside, storing, cleaning and subsequently re-fixing items described as re-fixed.
13. Setting aside, protecting and reinstating tenants’ goods, chattels, fixtures, fittings and other property and clearing roof space where necessary to undertake the works ordered.
14. Fixing to any surface with nails, screws, blocks, glue, bolts etc., as required including drilling, packing and scribing.
15. Jointing and or finishing new materials including additional material where required.
16. Jointing and or finishing new materials to existing including additional material where required.
17. Matching all materials to existing.
18. Making good existing structure, finishings etc., as necessary.
19. Protecting the whole of the works.
20. Seeking the approvals of the Company and or Company Representative in respect of any Works including any reasonable waiting or other down time whilst awaiting approval.

The Contractor is to allow in his tender for any additional costs that he considers may be necessary.

**Drainage Rates Deemed to Include**

Rates for drainage are additionally deemed to include as appropriate for the following:

1. Clearing all site vegetation, lifting turf for preservation, storing, maintaining and subsequently preparing ground, relating and watering and application of weedkiller.
2. Excavation by hand or machine as necessary and appropriate for the location of the work.
3. Working in or next to existing buildings.
4. Working next to public footpaths, roads and the like.
5. Working next to or around existing services, maintaining and protecting as required.
6. Levelling and compacting formation level, backfilling and compacting selected material and disposal of all surplus excavated material from site.
7. Earthwork support including everything necessary to uphold the sides of the excavations.
8. Allowances for working space as necessary for formwork, brickwork, rendering, tanking or similar work including additional excavation, earthwork support, backfilling and disposal.
9. Blinding surfaces of hardcore beds and filling to excavations with approved fine material.
10. Disposal of ground and surface water.
11. Breaking up and removing concrete, brickwork, blockwork, rock and other obstructions.
12. Sulphate resisting cement where required.
13. Formwork and temporary support to concrete where required.
14. Temporary diversion of existing drains, maintaining flow and subsequently reinstating on completion of the works.
15. Stopping off ends of redundant drains.
16. Jointing new drains to existing.
17. Vertical expansion boards to concrete surrounds at pipe joints.
18. Coring, cleaning and flushing all drains, gullies and manholes etc., on completion.
19. Testing all drainage, commissioning and providing all certificates required by the relevant authorities, bodies or the Company.

The Contractor is to allow in his tender for any additional costs that he considers may be necessary.

**Schedule of Rates**

Please complete the embedded Schedule of Rates with the proposed percentage adjustment (+/-) to the NHF Schedule of Rates for Responsive Maintenance and Void Property Works Version 6.1.

|  |  |
| --- | --- |
| **Category** | **Percentage Adjustment (+/-)** |
| Responsive Repairs Drainage | Insert +/- percentage |
| Void Property Works Drainage | Insert +/- percentage |

The rates shall include for all work shown or described in the Contract as a whole and for all work not described but apparent as being necessary for the provision of the Works.

**Appendix** **3 – Form of Tender**

To: WCHG (**“WCHG”**)

Re: Building Works Lot 1 (the **“Contract”**)

Dear Sirs

1. Having examined the Invitation to Tender and having satisfied ourselves as to all other matters relevant thereto, we confirm our tender for the Contract.
2. We enclose our tender, and confirm that these comprise all of the documents required to be submitted in accordance with the matters set out in the Invitation to Tender. We acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Tender.
3. We hereby unconditionally and irrevocably offer to provide the Works requested to be provided and performed under the Invitation to Tender in accordance with the Contract and at no greater rates or prices than the rates or prices stated in the Pricing Document.
4. We confirm that we are fully conversant with all the Invitation to Tender documentation and that this tender is submitted strictly in accordance with the Invitation to Tender.
5. We agree that this tender shall remain open to be accepted or not by WCHG and shall not be withdrawn for a period of twelve (12) months from the deadline for receipt of tenders as set out in the Invitation to Tender, or such longer period as may be agreed with WCHG.
6. We undertake to execute the Contract for the proper and complete fulfilment of the Works required or any part or parts thereof, as you may in your absolute discretion award to us.
7. We agree that we shall commence and undertake the Works required when instructed to do so pursuant to the terms of the Contract.
8. We certify that the details of this tender and the Invitation to Tender documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.
9. We acknowledge that WCHG is not bound to accept the lowest or any tender it may receive, and reserve the right at its absolute discretion to accept or not to accept any tender submitted.
10. We certify that we have full power and authority to enter into the Contract and to carry out the Works, and that this is a bona fide tender.
11. We confirm that in submitting our tender, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained in the Invitation to Tender).

**Total Price for this Tender**

£

in words

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix** **4 – Anti-Collusion Certificate**

To: WCHG (**“WCHG”**)

Re: Building Works Lot 1 (the **“Contract”**)

The essence of the public procurement process is that WCHG shall receive *bona fide* competitive tenders from all Bidders. In recognition of this principle we hereby certify that this is a *bona fide* bid, intended to be competitive, and that we have not fixed or adjusted the bid by or under or in accordance with any agreement or arrangement with any other Bidder (other than a member of our own consortium). We have not and insofar as we are aware neither have any of our employees, contractors, advisers, agents, officers or subcontractors:

1. Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of any bid or the conditions on which any bid is made; or
2. Informed any other person, other than the person calling for this bid, of the content of the bid, except where the disclosure was necessary for the preparation of the bid for insurance, for performance bonds and/or Contract guarantee bonds or for professional advice required for the preparation of the bid; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) and (2) above; or
4. Committed any offence under the Bribery Act 2010, Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; or
5. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid any act or omission; or
6. Canvassed any other persons referred to in paragraph (1) above in connection with the Contract; or
7. Contacted any officer of WCHG about any aspect of the Contract except in a manner permitted by the Invitation to Tender.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs (1) to (7) above before the hour and date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting Contract continues in force between us (or our successors in title) and WCHG.

In this certificate

The word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix** **5 – Non-Canvassing Certificate**

To: WCHG (**“WCHG”**)

Re: Building Works Lot 1 (the **“Contract”**)

**Non-Canvassing Certificate**

I/we hereby certify that I/we have not canvassed or solicited any officer or employee of WCHG in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we hereby further undertake that I/we shall not in the future canvass or solicit any officer or employee of WCHG in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf shall do any such act.

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix** **6 – Conditions of Contract**

****

I/we confirm acceptance of the Conditions of Contract as set out above and the Specification as set out at Appendix 1.

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix 7 – Written Return**

The Written Return is separated into a number of Sections and questions to provide Bidders with clarity on the overall requirements of WCHG in relation to the quality measures used to evaluate all bids.

Each Section is linked to the Evaluation Criteria detailed in Section 6 (Evaluation of Bids) of this ITT document. The Section weightings are shown in each Section heading

Each question shall be scored on a scale of 0 to 10 by reference to the following scoring guide:

|  |  |
| --- | --- |
| **Score** | **Description** |
| 9-10 | Exceptional. Demonstrates strengths, no errors, weaknesses or omissions and exceeds expectations in some or all respects |
| 7-8 | Good. The standard of response fully meets expectations. |
| 5-6 | Satisfactory. The response is acceptable but with some minor reservations. |
| 3-4 | Poor. The response is deficient in certain areas where the details of relevant response require the reviewer to make certain assumptions. |
| 1-2 | Very Poor. The response is deficient in the majority of areas where the details of relevant response require the reviewer to make frequent assumptions. |
| 0 | Rejected. Response is unacceptable or non-existent, or there is a failure to properly address any issue. |

Bidders shall note that there is a 1,000 word limit for each Written Return response.

**Section 0 - General Information (Information Only, Not Scored\*)**

|  |  |  |
| --- | --- | --- |
| **0.1** | **Bidder company name** | Insert details |
| **0.2** | **Registered address** | Insert details |
| **0.3** | **Trading name (if different from 0.1)** | Insert details |
| **0.4** | **Trading address (if different from 0.2)** | Insert details |
| **0.5** | **Name of person completing the ITT** | Insert details |
| **0.6** | **Telephone number** | Insert details |
| **0.7** | **E-mail address** | Insert details |
| **0.8** | **Company status (e.g. Ltd, Plc, sole trader etc.)** | Insert details |
| **0.9** | **VAT registration number** | Insert details |
| **0.10** | **Company registration number** | Insert details |
| **0.11** | **Date of incorporation** | Insert details |
| **0.12** | **Please attach a latest copy of the Bidder’s last 3 years’ audited accounts.** | |
| Accounts enclosed – Yes/No  Insert appendix reference number | |
| **0.13** | **Please provide evidence of the following levels of insurance cover:**   * **Employer’s liability** * **Public liability** * **Contract works** | |
| Insurance evidence enclosed **–** Yes/No  Insert appendix reference number | |
| **0.14** | **Please provide details of any relevant industry and Health and Safety accreditations held by the Bidder. Please also provide details of any relevant professional qualifications held by Bidder staff.** | |
| Insert accreditation details  Certificate(s) enclosed/ Certificate(s) not enclosed  Insert appendix reference(s) | |
| **0.15** | **Please provide the company name, contact details and a brief description of 2 contracts of a similar nature which demonstrate the Bidder’s experience in relation to the required Solution. Any Contract award shall be subject to a satisfactory reference being provided by one or both of the named companies. This may involve a physical visit to the named company or companies.** | |
| Insert details | |

**\*Note to Bidders:**

Whilst Section 0 shall not be scored, if any Bidder response raises concerns as to the capability of the Bidder to perform the Contract WCHG may seek further clarification from the Bidder. If the Bidder is unable to satisfy WCHG on the issues raised, the Bidder may be excluded from further evaluation.

**Section 1 – Technical Ability (Section weighting 3.75%)**

|  |  |
| --- | --- |
| **1.1** | **Requirement**  The Bidder shall provide the following:   1. The Bidder’s proposal for the meeting the requirements as set out at Sections 3, 4 and 5 of the Specification.   The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**  The Bidder’s response shall be scored on a scale of 0-10 in accordance with the scoring guide on page 51 of this ITT. A total of 10 points are available for this question. The individual weighting applied to this question is 3.75%.  The score out of 10 that the Bidder achieves for the question shall be converted to give their percentage mark for this question.  For example: If a Bidder achieves a score of 5, its percentage mark for the question shall be 1.875% (i.e. 5/10 x 3.75 = 1.875). The same approach shall be used in the scoring of the other Written Return requirements |
| **Bidder’s response** | |

**Section 2 - Contract Management (Section weighting 3.75%)**

|  |  |
| --- | --- |
| **2.1** | **Requirement**  The Bidder shall provide the following:   1. The Bidder’s proposals for the allocation of resources for the delivery of the Works programme. This shall include the proposed levels of Contract Management, Supervision and Operatives. This shall also include maintaining the levels of resources during holidays and unplanned absences.   The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**  The individual weighting applied to this question is 3.75%. |
| **Bidder’s response** | |

**Section 3 – Health and Safety (Section weighting 3.75%)**

|  |  |
| --- | --- |
| **3.1** | **Requirement**  The Bidder shall provide the following:   1. The Bidder’s proposal for ensuring effective communication and coordination of health and safety matters with people on site during the delivery of the Contract. This shall include WCHG staff, contractors, designers, tenants and members of the general public   The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**  The individual weighting applied to this question is 3.75%. |
| **Bidder’s response** | |

**Section 4 - Customer Care (Section weighting 3.75%)**

|  |  |
| --- | --- |
| **4.1** | **Requirement**  The Bidder shall provide the following:   1. The Bidder’s proposal for ensuring the Works provided shall cause the minimum disruption and inconvenience to tenants and members of the public.   The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**  The individual weighting applied to this question is 3.75%. |
| **Bidder’s response** | |

**Section 5 - Social Value (Section weighting 5%)**

|  |  |
| --- | --- |
| **5.1** | **Requirement**  The Bidder shall provide the following:   1. How the Bidder proposes to work with WCHG to provide training and skills opportunities for hard to reach groups, schools, and the local community, and the benefits this will bring. 2. How the Bidder proposed to engage with local suppliers and contractors on the delivery of the Contract, and the benefits this will bring.   The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**  The individual weighting applied to this question is 5%. |
| **Bidder’s response** | |

**Annex 1 – Written Return Scoring Matrix**

| **Question** | **Basis of assessment/maximum weighted score available** | |
| --- | --- | --- |
| **General Information** | | |
| 0.1 to 0.15 | | Information Only |
| **Technical Ability** | | |
| 1.1 | 3.75% | |
| **Contract Management** | | |
| 2.1 | 3.75% | |
| **Health and Safety** | | |
| 3.1 | 3.75% | |
| **Customer Care** | | |
| 4.1 | 3.75% | |
| **Social Value** | | |
| 5.1 | 5% | |
| **Written Return Total** | **20%** | |

**Template for Envelope “Inner” envelope**

|  |
| --- |
| **Tender for: Building Works Lot 1**  **Contract Reference: 387**  **Name of Contractor: <<Insert Contractor Name>>**  **Note: This Inner envelope shall be placed in the Outer envelope** |

**Template for “Outer” Envelope**

|  |
| --- |
| **Tender for: Building Works Lot 1**  **Contract Reference: 387**  **Wythenshawe Community Housing Group**  **Wythenshawe House**  **8 Poundswick Lane**  **Wythenshawe**  **Manchester**  **M22 9TA**  **To be returned no later than 14.00 hours on Friday 8th December 2017**  **Note: This Outer envelope shall not display any Contractor- identifiable markings or franking.** |