

# **Invitation to Tender**

## **SUPPLY OF LAPTOPS, DOCKS & MONITORS**

Issued 1<sup>st</sup> November 2017

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|                                              |    |
|----------------------------------------------|----|
| SUPPLY OF LAPTOPS, DOCKS & MONITORS.....     | 1  |
| 1.0 Introduction to Leeds Federated .....    | 3  |
| 2.0 Background Information.....              | 4  |
| 3.0 Timescale.....                           | 4  |
| 4.0 Brief .....                              | 4  |
| 5.0 Key Performance Indicators (KPI's) ..... | 5  |
| 6.0 Evaluation of Tender Submissions .....   | 5  |
| 7.0 Terms of Appointment .....               | 6  |
| 8.0 Terms and Conditions .....               | 6  |
| 9.0 Submitting your Tender Proposal .....    | 9  |
| 10.0 Supporting Documentation Checklist..... | 9  |
| 11.0 Pricing Matrix .....                    | 10 |
| 12.0 Form of Tender.....                     | 11 |
| 13.0 Certificate of Non-Collusion.....       | 12 |
| Tender Return Label .....                    | 14 |

## Appendix A – Specification

## 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 for the provision of IT Equipment and 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.

Any queries should be placed in writing (e.g. email) and directed to Joanne Harrison, Procurement & Contracts Coordinator, email: joanne.harrison@lfha.co.uk. **The latest date for the receipt of queries is midday on 07/11/17.** It should be noted that no changes or alternatives to the models/specification listed at Annex A will be considered.

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    | 01/11/17             |
| Latest date for clarifications    | Midday 07/11/17      |
| Submission of tenders             | By 16:00 10/11/17    |
| Evaluation of tenders             | 13/11/17 – 17/11/17  |
| Internal Board approvals          | 27/11/17             |
| Notice of Award / Order Placement | 28/11/17             |
| Delivery                          | By 05/12/17 DATE TBC |

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

## 4.0 Brief

4.1 Equipment Specification as per Annex A. No alternatives to the equipment specified will be considered.

4.2 Tenderers are to provide photographs of the equipment to be provided and copies of the standard manufacturer literature

4.3 Through this tendering exercise, for the provision of IT Equipment, the Association would like to appoint a Partner who shall offer:

- Complete supply chain management solution
- Best Value for money
- High customer satisfaction

4.4 Rates

The Association is looking to have in place **Pre-Agreed, Fixed Prices** for all items provided under the agreement.

Tenderers are referred to the Form of Tender within this Invitation to Tender to provide details of their prices.

## 5.0 Key Performance Indicators (KPI's)

| Indicator                       | Service Level to be Achieved |
|---------------------------------|------------------------------|
| <i>Service Delivery</i>         |                              |
| All Equipment delivered on time | 100%                         |
| <i>Financial Performance</i>    |                              |
| Invoices to be accurate         | 100%                         |

## 6.0 Evaluation of Tender Submissions

- 6.1 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.
- 6.2 Award will be based on the most economically advantageous tender received, where Price tendered accounts for 100% of the overall score.
- 6.3 The scoring mechanism is as follows:

### i. Pricing: (100% of the overall score)

This sets out the pricing information required by the Association for evaluation and appointment of the successful Partner(s).

A price score shall be calculated for each tender by reference to the lowest tender, which is given a points score of 100. One point shall be deducted from each of the other tenders for each percentage point above the lowest in accordance with the following formula:

$$\text{Maximum Available Price Score (100)} \times \frac{\text{Lowest Price received}}{\text{Tenderer's Price}}$$

A maximum price ratio score of 100% shall be given to the lowest price. The price ratio score shall then be calculated for each other tender according to the points achieved as a proportion of 100.

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.

## **7.0 Terms of Appointment**

- 7.1 The contract will be awarded on the basis of the most economically advantageous tender, and Tenders will be evaluated on the offer price.
- 7.2 Appointment will be on the basis of a purchase order. Tenderers are asked to provide a copy of their standard Terms & Conditions of Sale with their response.
- 7.3 Where there is a conflict between the Terms & Conditions and this tender / the Tenderer's response, the latter will take precedence.
- 7.4 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.
- 7.5 The Association does not guarantee any award of work or any minimum payment to the Partner under this Agreement.
- 7.6 The tenderer acknowledges and agrees that the Association shall have no liability whatsoever (whether under 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.

## **8.0 Terms and Conditions**

- 8.1 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.
- 8.2 The successful Tenderer will be required to sign and abide by a contractual agreement, and will submit invoices at intervals determined by the Association. Payment will be made 30 days from receipt of a valid invoice.
- 8.3 Any variations to the fee due to fundamental changes in the nature of the project shall be by negotiation between the parties.
- 8.4 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.

## 9.0 Submitting your Tender Proposal

- 9.1 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.
- 9.2 The tenderer must acquaint and satisfy themselves with all conditions likely to affect the execution of any of the Services.
- 9.3 The Association will not be liable for any expenses incurred by the tenderer in the preparation of its Tender.
- 9.4 The tenderer shall complete the Form of Tender in respect of this contract.
- 9.5 The tenderer shall comply with the Non Collusion Statement in respect of this contract and date and sign the Statement accordingly.
- 9.6 Tenderers **must** submit a **hard copy** of their response to the Association.
- 9.7 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. Any email / electronic submissions will be disregarded / deleted.
- 9.8 Tenderers must use the Return Label Provided and ensure that they deliver their tenders on time.
- 9.9 Proposals must be received by 16:00 on 10/11/17 by **post** to Joanne 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.
- 9.10 Failure to comply with these requirements may invalidate your tender.

## 10.0 Supporting Documentation Checklist

- 10.1 Please ensure that you use the Return Label and check carefully and include with your response to this Tender:
  - (i) Completed Form of Tender
  - (ii) Completed Pricing Matrix
  - (iii) Signed Certificate of Non Collusion
  - (iv) Soft copy of the tender
  - (v) Photographs of the equipment to be provided and copies of the standard manufacturer literature
  - (vi) Terms & Conditions
- 10.2 Included with the tender response you are asked to provide the following items. Please note that these are for information purposes only and will not be scored by the Association, although the references will be obtained to give assurance / confidence in the tender responses.
  - (i) Company details: Company Background, services provided and location of base.
  - (ii) References: minimum of 2 referees.
  - (iii) Contact details for follow up communication regarding your tender

## 11.0 Pricing Matrix

| Item | Description                         | Qty | Total – EX VAT |
|------|-------------------------------------|-----|----------------|
| 1    | Dell 22" P2217 VGA/HDMI/DisplayPort | 40  | £              |
| 2    | LENOVO USB-C DOCK 40A90090UK        | 20  | £              |
| 3    | LENOVO THINKPAD 13 Gen 2 20J10021UK | 39  | £              |

1. Full specification required is as per Annex A
2. Standard Manufacturer warranty for that item to be included in the Equipment price.
3. All prices to include delivery to Leeds Federated.

## 12.0 Form of Tender

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

### **TENDER FOR: Supply of Laptops, Monitors & Docks**

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 16:00 on 10/11/17
- (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.

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: \_\_\_\_\_

## 13.0 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

|                                                                                                                                                                       |                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TENDER – DO NOT OPEN</b>                                                                                                                                           |                                                                                                                                                           |
| <p>Tender Title: SUPPLY OF LAPTOPS, MONITORS &amp; DOCKS</p> <p>Return Date: 10/11/17</p> <p>Deadline for Return: 16:00</p> <p>Leeds Fed contact: Joanne Harrison</p> | <p>To: <b>Joanne Harrison</b></p> <p>Leeds Federated Housing Association</p> <p>Arthington House</p> <p>30 Westfield Road</p> <p>Leeds</p> <p>LS3 1DE</p> |
| <p>This label <b>MUST</b> be used to submit your tender</p> <p>There must be <b>no other identifying markings</b> anywhere on the envelope whatsoever</p>             | <p>LEEDS FED USE ONLY</p> <p><b>Date received:</b></p> <p><b>Time Received:</b></p> <p><b>Initials:</b></p>                                               |

It is Leeds Federated policy not to consider LATE tender submissions

## Appendix A – Specification

### 1. Equipment:

All Equipment to be New (not refurbished, seconds, repaired or otherwise used)

Should the equipment delivered not match the specification requested / tendered for, Leeds Federated reserves the right to return all equipment at the tenderer's cost for a full refund.

#### ITEM 1:

Dell 22" P2217 VGA/HDMI/DisplayPort

#### ITEM 2:

LENOVO USB-C DOCK 40A90090UK

#### ITEM 3:

LENOVO THINKPAD 13 Gen 2 20J10021UK with the following:

|                              |                                                                    |
|------------------------------|--------------------------------------------------------------------|
| Product Description          | Lenovo Thinkpad 13 - 13.3" - Core i3 7100U - 4 GB RAM - 180 GB SSD |
| Product Type                 | Ultrabook                                                          |
| Operating System             | Win 10 Pro 64-bit                                                  |
| Processor                    | Intel Core i3 (7th Gen) 7100U / 2.4 GHz / 3 MB Cache               |
| Memory                       | 4 GB DDR4                                                          |
| Storage                      | 180 GB - M.2 SSD                                                   |
| Optical Drive                | No optical drive                                                   |
| Display                      | 13.3" LED backlight 1920 x 1080 / Full HD                          |
| Graphics                     | Intel HD Graphics 620                                              |
| Input Device                 | TrackPoint,UltraNav                                                |
| Integrated Webcam            | Yes                                                                |
| Networking                   | 802.11a/b/g/n/ac,Bluetooth 4.1                                     |
| Battery                      | 3-cell - up to 14.56 hours                                         |
| Dockable                     | Yes                                                                |
| Security                     | Trusted Platform Module (TPM 2.0) Security Chip,fingerprint reader |
| Colour                       | Pure black                                                         |
| Dimensions (WxDxH)           | 32.24 cm x 22.28 cm x 1.98 cm                                      |
| Weight                       | 1.44 kg                                                            |
| Localisation                 | English / United Kingdom                                           |
| Manufacturer Selling Program | TopSeller                                                          |
| Environmental Standards      | ENERGY STAR Qualified                                              |
| Manufacturer Warranty        | 1 year warranty                                                    |

### 2. Warranty

All items to come with their standard manufacturer warranty

### **3. Delivery**

All items to be delivered to:

Leeds Federated Housing Association

Arthington House

30 Westfield Road

Leeds

LS3 1DE

Delivery is required within 7 days of order placement, between 09:00 and 17:00 Mon-Fri on a date mutually agreed.