

Invitation to Tender

17 Poplar Close, LS13 4UQ –
Retaining wall and associated works

Issued: 12/12/2022

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1.0 Introduction to Leeds Federated

Leeds Federated Housing Association (The Association) is a registered social landlord formed in 1974 for the benefit of the community. The Association has a central office in Leeds and provides approximately 4,500 homes in Leeds, Wakefield and North Yorkshire.

‘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 vision of Leeds Fed can be broken down into 3 objectives, which set out how we will work towards achieving the vision of the life of the Corporate Plan:

Sustain

- Provide good quality homes that people want to live in
- Provide quality services at an affordable cost
- Maintain a healthy business in terms of its finances, expertise and governance
- Deliver value for money in the delivery of services and the running of our business

Engage

- Attract, retain and develop a healthy and effective staff team that engages with the organization
- Engage with customers, listen to and learn from the customer voice
- Maintain a highly satisfied customer base and staff team
- Collaborate with stakeholders to achieve the best outcome for the business and customers
- Demonstrate value for money to our customers

Grow

- Continue to deliver sustainable growth
- Be open to, and actively seek, the widest range of development opportunities
- Uphold values of innovation and design quality in the schemes we deliver
- Achieve value for money in our development programme

2.0 Background Information

This document sets out the Association's requirements for the provision of 17 Poplar Close, LS13 4UQ retaining wall works 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.

This Tender is being advertised on Contracts Finder. All documents are available on this portal. Interested tenderers are advised to 'watch' the notice to receive notifications if the notice is updated.

Any clarifications should be placed in writing (e.g. email) and directed to Dean Myers, Project Manager, email: dean.myers@lfha.co.uk. **The latest date for the receipt of queries is 13th January 2023.**

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) via an update to the Contracts Finder notice. Interested tenderers are advised to 'watch' the notice to receive notifications if the notice is updated with new queries.

3.0 Timescale

Circulate Invitation to Tender	w/c 12/12/2022
Deadline for submission of clarifications	13/01/2022
Submission of tenders	20/01/2023
Evaluation of tenders	20/01/2022
Internal Board approvals	25/01/2023
Notice of Award	06/02/2022
Appoint contractor / Contract signature	07/02/2023
Mobilisation	13/02/2023
Contract start date	20/02/2023

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

4.0 Brief

4.1 17 Poplar Close, LS13 4UQ is a semi-detached general needs property and the retaining wall on the boundary of St Mary's Hospital has become defective. The works involve taking down a section of the boundary retaining wall and rebuilding including all ancillary works. All works are to be read in conjunction with the attached schedule and specification and drawings. Contact details for site visit purposes are as follows: Dean Myers (Project Manager) 07936 333792. Company ID must be shown on arrival.

4.2 Through this tendering exercise, for the provision of retaining wall works, the Association would like to appoint a Partner who shall offer throughout the contract period:

- Complete supply chain management solution
- Best Value for money
- Comprehensive management information
- Process improvement through innovation
- High customer satisfaction

- Consolidated monthly invoices
- Advice on any legislative requirements related to the contract

4.3 Performance Reviews

The Association will hold performance reviews with the Partner. The Partner will send the appropriate personnel including the Account Manager to each review with the Association which shall focus in detail on the service delivered. Review meetings shall be at the intervals and at a venue to be determined by the Association. For the avoidance of doubt, attendance at such meetings will be at no additional cost to the Association.

4.4 Rates - Not applicable

5.0 Key Performance Indicators (KPI's) – Not applicable

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 suitable solution and most economically advantageous tender received.

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 and on the Tenderer's experience and capability.
- 7.2 Appointment will be on the basis of section 7.1 above. Where there is a conflict between the Terms & Conditions provided and this tender / the Tenderer's response, the ITT and response will take precedence.
- 7.3 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.
- 7.4 The Association may award a task or series of tasks to the awarded Partner, another Partner or retain the task and carry it out itself.
- 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 Term Partnering Agreement, statute, tort or otherwise) in respect of any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity in the event that the Association:
 - (i) reduces or reallocates any amount of works awarded to the Partner; or
 - (ii) does not award any work to the Partner under this Agreement.

8.0 Terms and Conditions

- 8.1 The successful Tenderer will be required to sign and abide by a contractual agreement and will submit the invoice on satisfactory completion of the works. Payment terms are 30 days from receipt of invoice with payment by BACS.
 - (i) Leeds Federated Housing Association Limited (including Arthington Property Services) (LFHA) is an end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. LFHA is not a registered company but have these relevant registrations:

Co-operative and Community Benefit Society number IP21457R

Homes England Registered Number LH0989

LFHA is not CIS registered

VAT number is 613126286

Please issue a normal VAT invoice, with VAT charged at the appropriate rate.

LFHA will not account for the reverse charge

8.2 Contract will include a dispute handling procedure:

- (i) In the unlikely event of any complaints or disputes throughout the agreement period these will be addressed immediately with the aim of a satisfactory outcome for both parties.
- (ii) The Association reserves the right to terminate any agreement or contract with the awarded party by giving 3 months' notice.

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 It is expected that the Contractor will maintain the following insurances at Contract award:

Employers Liability Insurance for a sum insured of not less than £5,000,000

Public Liability Insurance for a sum insured of not less than £2,000,000

The Tenderer will supply the Association with full particulars of such insurance to accompany their Tender submission.

8.5 Data Protection

(i) The appointed Partner will: -

1. Duly observe their obligations under the Data Protection Act 1998 and associated Regulations to ensure full compliance with the law relating to personal information.
2. In this clause references to Personal Data are to be interpreted as defined in the Data Protection Act 1998 ("DPA") and related case law. The Partner shall comply with all relevant provisions of the DPA and do nothing which causes, or may cause, The Association to be in breach of its obligations under the DPA. In particular, to the extent that the Partner acts as a Data Processor in respect of any Personal Data pursuant to this Agreement, the Partner shall only process such Personal Data as is necessary to enable it to fulfil its obligations under the contract and only in accordance with instructions from the Association. The parties hereby agree that the Association shall be the Data Controller in respect of such Personal Data.
3. From its introduction in May 2018, any reference to the DPA shall also refer to the General Data Protection Regulation (GDPR).

(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 Tenderers shall note that generic method statements and those of a general nature which refer to information within company profiles, brochures or other promotional and/or marketing literature will not be acceptable.
- 9.5 The tenderer shall complete the Form of Tender in respect of this contract. Please do not amend the format of this form.
- 9.6 The tenderer shall comply with the Non-Collusion Statement in respect of this contract and date and sign the Statement accordingly. Please do not amend the format of this form.
- 9.7 **TENDERERS ARE TO SUBMIT THEIR RESPONSES BY EMAIL, to: tenders@lfha.co.uk to be received before the close date and time.**
- 9.8 **The submission must be password protected, with the password emailed separately to the same address, but not until AFTER the tender close date and time to prevent early access to the tender submissions.**
- 9.9 Tenderers must ensure that they deliver their tenders on time.
- 9.10 Proposals must be received by midday 20/01/2023 by email to tenders@lfha.co.uk
- 9.11 Failure to comply with these requirements may invalidate your tender.

10.0 Supporting Documentation Checklist

- 10.1 Please ensure that you 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) Copies of Insurances
- (v) Soft copy of the tender

11.0 Quality Questions – Not Applicable

~~11.1 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) Dates and details of last audit.~~
- ~~(iii) Referees: minimum of 2 referees.~~
- ~~(iv) Contact details for follow up communication regarding your tender~~

12.0 Pricing Matrix

12.1 Priced Schedule of Work will be the pricing matrix.

13.0 Form of Tender

Leeds Federated Housing Association Ltd
Suite 5, The Tannery
91 Kirkstall Road
Leeds
LS3 1HS

TENDER FOR: 17 Poplar Close retaining wall works

I / We understand that:

- (a) This Tender shall be returned by email as instructed at section 9 so as to reach this office not later than midday 20th January 2022
- (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 Priced Schedule of Work.

I/We agree that should any 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: _____

14.0 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.

YES/NO (if yes please give details)

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)

4. 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: _____

15.0 Appendix A – Schedule of Work, associated drawings and SE structural report – separate attachments