

20<sup>th</sup> July 2017

Dear Sir / Madam,

Tender 1 (3 Sisters) : Brecon, Conway, & Ludlow Towers. Tender 2 : Dunton, Lenham, & Romney Towers

Contract Title: Replacement of existing concrete refuse chute to : (see above)

Tender Reference: BIN 17 /18

Stockport Homes (SHL) invites you to submit a tender in accordance with the attached tender documentation consisting of the following:

Tender Documentation	Section title
Part 1	Invitation to Tender
Part 2	Conditions of Tender
Part 3	Conditions of Contract
Part 4	Background to Stockport Homes
Part 5	Specification
Part 6	Tender Response Document
Part 7	Form of Tender
Part 8	Form for Non Canvassing
Appendix number	Title of Appendix
1	Pricing Schedule / Collection Sheet
2	Supplier Response Questionnaire
3	Pre-Construction Information Lenham, Dunton and Romney Towers
4	Pre – Construction Information Brecon, Conway and Ludlow Towers

5	Prelims and General Items Brecon, Conway and Ludlow Towers
6	Prelims and General Items Lenham, Dunton and Romney Towers
7	Specification of Works for Brecon Towers
8	Specification of Works for Conway Towers
9	Specification of Works for Dunton Towers
10	Specification of Works for Lenham Towers
11	Specification of Works for Ludlow Towers
12	Specification of Works for Romney Towers
13	Guidance Roof Top Works

All Tenders must be submitted in accordance with the instructions and requirements set out in the Tender documentation. Failure to comply with these instructions will result in your Tender being rejected.

The appointment will be for an initial period of 12 weeks (Tender 1) from the date of award of the Contract, subject to satisfactory performance, with a possible 12 week (Tender 2) extension on agreement between the parties.

The closing date for return of Tenders is 24<sup>th</sup> August 2017 at 12 noon. Tenders should be returned to: [procurementshl@stockporthomes.org](mailto:procurementshl@stockporthomes.org). Under no circumstances will late Tenders be considered.

All tenders, requests for clarification or questions relating to the tender process should be communicated to:

Lee Jones; Contact Details :email-[lee.jones@stockporthomes.org](mailto:lee.jones@stockporthomes.org) or tel-0161 474 4362

SHL is not obliged to accept any Tender.

Yours sincerely

Lee Jones

Building Surveyor



## TENDER DOCUMENTATION

### TENDER FOR

Bin Chute Replacement to Brecon Towers, Conway Towers & Ludlow Towers  
2.) Bin Chute Replacement to Dunton Towers, Lenham Towers & Romney Towers

TENDER REFERENCE NUMBER: BIN 17/18

CLOSING DATE FOR SUBMISSION OF TENDER APPLICATIONS

24<sup>th</sup> August 2017 12 noon

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Certificate Against Canvassing

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## **PART 1 – INVITATION TO TENDER**

- 1.0 Stockport Homes Limited (SHL) invites competitively tendered offers in accordance with the attached Tender documents.
- 1.1 Tenderers are advised to read this Invitation to Tender and all supporting documentation very carefully to ensure they are familiar with the nature and extent of the obligations to be accepted by them if their tender is successful.
- 1.2 SHL does not bind themselves to accept any offer and receives the right to cancel the procurement process at any time.
- 1.3 SHL will not be responsible for, or pay any expenses incurred by the Tenderer in preparation of this tender.
- 1.4 Any apparent ambiguities, errors, or omissions in the tender documents should be notified to SHL's Procurement Officer without delay; please mark emails F.A.O The Procurement Officer and send to [procurementshl@stockporthomes.org](mailto:procurementshl@stockporthomes.org)
- 1.5 It is the sole responsibility of the Tenderer to ensure their tender is received in time, and to register for any relevant procurement portals in advance. Tenders received after the closing date will not be accepted.
- 1.6 Completed tenders are to be returned by email to [procurementshl@stockporthomes.org](mailto:procurementshl@stockporthomes.org). Tenders submitted by other means will not be accepted.
- 1.7 Clarification questions relating to this tender must be emailed to [lee.jones@stockporthomes.org](mailto:lee.jones@stockporthomes.org) The deadline for receipt of clarification question is 7 calendar days before the tender return deadline. Responses given to clarification questions will be shared with all tenderers, unless you expressly require it to be kept confidential at the time the request is made. Should SHL decide the contents of the request are not confidential you will be given the opportunity to withdraw your clarification request.
- 1.8 All submissions must be in the English Language and priced in Sterling, exclusive of VAT.
- 1.9 The deadline for the return of completed tenders is 24<sup>th</sup> August 2017 12 noon.
- 1.10 Tenders must be accompanied by:
  - A signed form of offer
  - A signed Non Canvassing Form
  - A signed completed Tender Response Questionnaire
  - Completed Collection Sheet

## **PART 2 – CONDITIONS OF TENDER**

### **Period of Validity**

2.1 The tender shall be open to acceptance by SHL for a period of six months.

### **Confidentiality**

2.2 Tenderers must treat the tender documents and all details contained within, as private and confidential.

2.3 This invitation and its accompanying documents shall remain the property of SHL and must be returned on demand.

### **Freedom of Information Act 2000 (FOIA)**

2.4 SHL is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).

2.5 As part of SHL's obligations under FOIA and / or EIR, it may be required to disclose information concerning the procurement process or the contract to anyone who makes a reasonable and valid request.

2.6 If tenderers consider that any of the information provided in their tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under FOIA and / or EIR.

2.7 Should an information request be received, SHL will endeavour to consult with tenderers and have regard to comments and any objections before it releases any information to a third party under FOIA and / or EIR. However, SHL shall be entitled to determine in its absolute discretion whether any information is exempt from disclosure, or if it is to be disclosed in response to a request for information.

2.8 SHL will make its decision on disclosure in accordance with the provisions of FOIA and / or EIR and can only withhold information if it is covered by an exemption from disclosure under FOIA and or EIR.

2.9 SHL will not be held liable for any loss or prejudice caused by disclosure of information that:

- Has not clearly been marked as "not for disclosure to third parties" along with supporting reasons or
- Does not fall into a category of information that is exempt from disclosure under FOIA and / or EIR or
- In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

### **Insurance**

- 2.10 The successful Tenderer(s) must hold as a minimum the following insurances, throughout the duration of the contract period:

Product Liability - £5 million

Professional Indemnity Insurance - £10 million

Public liability - £5 million

Employer's Liability Insurance - £10 million

### **Assumptions**

- 2.11 Tenderers must not make assumptions that SHL has experience of their organisation or their service provision even if on a current or previous contract. Tenders will only be evaluated on their information provided in their response.

### **Contract Monitoring, Performance Indicators and Key Performance Indicators (KPIs)**

- 2.11 SHL is committed to helping improve the efficiency of contracted suppliers through sharing information on performance measurement. The final criteria for measuring performance shall be agreed with the successful supplier and formally documented.

### **Quantities Stated**

- 2.12 Tenderers should note that where quantities are given in this specification they are estimates only and are not be binding on SHL

### **Award Criteria**

- 2.13 The Contract shall be awarded on the basis of the lowest priced quote
- 2.14 SHL is not bound to accept any offer
- 2.15 The successful offer including any post tender clarification, together with SHL's written acceptance, and the signing of a JCT Contract will form a binding contract between SHL and the successful tenderer.

### **Price**

- 2.16 Prices must be stated on the Collection Sheet (as detailed at Appendix 2) and must remain open for acceptance until six months from the closing date for receipt of tenders.

### **Interviews**

- 2.17 Interviews may be conducted to gain understanding and clarification of tenders. It is not envisaged that every tenderer will, necessarily, be invited to interview. Those tenders invited to attend interview will be invited on the basis of an appraisal of the tender pricing data and preliminary marking of the tender quality submissions. The procedure for interviews will be advised when required.

### **Tender Assessment**

- 2.18 Tenders will be assessed by an Assessment Panel consisting of relevantly experienced members of SHL staff.

### **TUPE (Transfer of Undertakings (Protection of Employment) Regulations 1981.**

- 2.19 Tenderers attention is drawn to TUPE requirements. TUPE may apply to the transfer of the contract from the present provider to the new one, giving the present provider's staff (and possibly also staff employed by any present sub contractors) the right to transfer to the employment of the successful tenderer on the same terms and conditions.
- 2.20 Tenderers must be prepared to accept all liabilities that may arise as a consequence of the application of TUPE, and should seek independent professional advice on the effect of TUPE.

### **Social Value**

- 2.21 We are committed to acting in a socially responsible way, and will seek to influence our contractors and partners to do the same. In accordance with the Social Value Act 2012, we will consider how the services we commission and procure might improve the economic, social and environmental well being of the area. This will ensure that we are directing our purchasing power towards transforming people's lives and improving local communities wherever possible.

### **Living Wage**

- 2.22 SHL is a Living Wage employer, which means we are committed to paying all our staff the Living Wage. SHL encourages its suppliers to pay their own direct employees the Living Wage.

### **Modern Slavery Act**

- 2.23 The Modern Slavery Act 2015 aims to eradicate Modern Slavery, including human trafficking, child labour, forced labour and servitude. SHL supports the principal of the act in eradicating modern slavery and seeks assurance from suppliers of their commitment to the Act.

### **Canvassing**

- 2.24 Any tenderer who directly or indirectly canvasses any Member of SHL concerning the award of the contract is likely to be disqualified.



## **PART 3 – Conditions of Contract**

### **Stockport Homes Standard Terms and Conditions**

3.1 These conditions of contract will be reinforced through a JCT model Form Contract.

### **Period of Contract**

3.2 It is anticipated that this contract (tender 1) shall commence early September 2017 and run for a period of 12 weeks with a potential extension period of 12 weeks for (tender 2)

### **Contract Management**

3.3 The Contract Manager for this contract is Lee Jones

3.4 The successful Tenderer shall provide SHL with a designated point of contact for the duration of the contract. The designated contact shall be responsible for the execution and management of this contract and will liaise with SHL as required.

### **Contract Performance Review**

3.5 The contract performance will be reviewed regularly, at a frequency set by SHL. This is likely to be more frequent in the first few months of delivery of the services. Successful tenderers are therefore required to ensure their full co-operation with SHL.

### **Financial Management – Orders and Payment**

3.6 SHL shall pay correctly addressed and undisputed invoices within 30 days in accordance with the standard Terms and Conditions of the contract.

3.7 Invoices are to be sent to Lee Jones

### **Subcontractors / Suppliers**

3.7 SHL will consider tenders where subcontractors are used or where some of the services required in this ITT are provided in consortium or shared services arrangements. Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements your response to the relevant section in the Tender Response Documents should provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each subcontractor and the key contract deliverables each sub-contractor is responsible for.

### **Non-Compliant / Incomplete Tenders**

3.8 Tenders may be rejected if the complete information called for is not given at the time of tendering or if the tender submission fails to comply with the format and presentation as instructed in this ITT document.

## **PART 4 – BACKGROUND TO STOCKPORT HOMES**

## **4.0 About Stockport Homes**

Stockport Homes was formed in 2005 to manage housing stock across Stockport on behalf of Stockport Council. As a limited company we operate as an ALMO (Arms Length Management Organisation), so whilst the company is owned by the Council, we operate independently on day to day matters and delivering services to our customers. We currently manage 11,500 properties across the Borough.

During 2016 we extended our services, through a new trading company “Three Sixty” and a development company “Viaduct”, the new companies mark an exciting period of growth for us along with bringing in new staff members and services under the Stockport Homes Group (SHG) Umbrella.

### **4.1 The ASPIRE Culture**

The SHG ASPIRE culture makes sure we are delivering the services needed by our customers:

**Ambition:** we have the ambition and courage to challenge, translating this into commercial success and brilliant outcomes for customers.

**Social Responsibility:** We always try to do the right thing; using our role as a service provider, employer and buyer to generate trust, build our communities and empower our people.

**Passion:** we have a passion for what we do, with positive, motivated and enthusiastic staff who enjoy their work.

**Innovation:** we are innovative in everything we do, with the agility, creativity and edge to keep defying expectations and deliver fresh and exciting things.

**Respect:** we treat each other with respect; supporting and inspiring one another and collaborating across teams and partnerships.

**Excellence:** we continually improve how we work; challenging the status quo, learning from what goes well and always being professional.

### **4.2 Mission Statement**

One Team Transforming lives

### **4.3 Aims**

#### **SHG Aims:**

- Be a great place to work
- Be accountable to customers
- Maximise efficiency
- Reduce inequalities
- Build strong collaborative relationships locally, regionally and nationally
- Improve the Environment

**Stockport Homes Aims:**

- Engage customers and communities
- Provide comfortable, affordable homes
- Deliver thriving, safe and sustainable neighbourhoods
- Support the council to meet its aims in Stockport

## **PART 5 – SPECIFICATION OF WORKS**

Please see the documents provided alongside this ITT:

- Pre- Construction Information for Lenham, Dunton and Romney Towers – Appendix 3
- Pre – Construction Information for Brecon, Conway and Ludlow Towers – Appendix 4
- Prelims and General Items for Brecon, Conway and Ludlow Towers – Appendix 5
- Prelims and General Items for Lenham, Dunton and Romney Towers – Appendix 6
- Specification of Works for:
  - Brecon Towers – Appendix 7
  - Conway Towers – Appendix 8
  - Dunton Towers – Appendix 9
  - Lenham Towers – Appendix 10
  - Ludlow Towers – Appendix 11
  - Romney Towers – Appendix 12

## PART 6- TENDER RESPONSE DOCUMENT

### 6.1 Checklist for Tenderers

Failure to provide all of the items in the checklist may cause your tender to be non -compliant and not considered.

ITEM	INCLUDED IN TENDER?
Completed Tender Response Questionnaire	
Completed and signed Form of Tender	
Completed and Signed form of Non Canvassing	
Completed Pricing Schedule / Collection Sheet	
Documentation as requested	

6.2 Tenderers must ensure that their tender response is submitted in the format prescribed within the Tender Response Questionnaire. Attachments should only be enclosed where requested. Unnecessary attachments will not be read and therefore not scored.

6.3 Should you include attachments (where requested) in support of your response, they should be referenced with the name of your organisation and cross referenced with the relevant section number. Attachments which are not suitably labelled or indexed or which exceed the word limit (where one is imposed) will not be read and therefore not scored.

### 6.4 EVALUATION AND AWARD CRITERIA

The Tenders will be evaluated according to Price with the cheapest Priced Tender being awarded the contract.

All Tenderers are asked to complete the information within the Tender Response Questionnaire, and the winning Tenderer will be asked to demonstrate evidence towards the self -declarations they make on this form.

Section	Assessment
Supplier Information	Not scored
Mandatory Exclusions	PASS/ FAIL
Discretionary Exclusions	PASS / FAIL
Insurance	PASS /FAIL
Presentations / Interviews	To be advised as appropriate
Form of Tender and acceptance of terms and conditions	PASS / FAIL

**Price Evaluation Process:**

Tenders will be evaluated on the prices submitted on the Collection Sheet – Appendix 1

**6.5 PRICING SCHEDULE**

Please complete the collection sheet attached at Appendix 1 and return with all your Tender Documents.

## PART 7 – FORM OF TENDER

Please sign and return this form with your completed Tender



TO: STOCKPORT HOMES LIMITED ("SHL")

I/We .....carrying on business at

..... (registered office) hereby Tender and undertake to execute and complete all the services required to be performed in accordance with the terms and conditions of the Contract for the provision of Bin Chute Replacement Works for SHL.

**Tender 1 – Bin Chute Replacement to Brecon, Conway, & Ludlow Towers**

**Tender 2 – Bin Chute Replacement to Dunton, Lenham, & Romney Towers**

I/We agree that this Tender shall remain open to be accepted or not by SHL and shall not be withdrawn for a period of six months from the latest date for receipt of Tenders.

I/We further undertake to execute a contract in the form of Appendix 1 – SHL's Standard Terms and Conditions, and further undertake if required to provide a Guarantee by our Holding Company as required.

Unless and until a formal agreement is prepared and executed, this tender together with your acceptance thereof in writing, shall not constitute a binding Contract between us.

I/we understand that you are not bound to accept the lowest or any Tender you may receive.

Signed

Name\_\_\_\_\_

Date\_\_\_\_\_

Title\_\_\_\_\_

Tenderer's Signature by duly authorised person(s) on behalf of the Tenderer.

\_\_\_\_\_ (Print name of signatory in full)

Name or title of Tenderer

## PART 8 – CERTIFICATE OF NON CANVASSING

Please sign and return this form with the Tender



### CERTIFICATE AS TO CANVASSING

TO: STOCKPORT HOMES LIMITED (SHL)

I/We hereby certify that I/we have not canvassed or solicited any Member or employee of Stockport Metropolitan Borough Council or SHL in connection with the award of this Tender or any other or proposed Tender for the Service, and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future canvass or solicit any Member, or employee of SHL in connection with the award of this Tender or any other tender or proposed Tender for the Service, and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed

(1) \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

On behalf of \_\_\_\_\_

Date \_\_\_\_\_



