

INVITATION TO TENDER (ITT) FOR:

Employers Agent Services

On behalf of:

Saffron Housing Trust Ltd

CONTRACT PERIOD

1 June 2017 to 31 May 2019 with an option to extend for 24 Months

Tenders to be returned for the attention of the Financial Controller 12.00 noon 5th May 2017



Saffron Housing Trust Ltd,
Saffron Barn,
Swan Lane,
Long Stratton,
Norwich,
Norfolk,
NR15 2XP

DATE: 31st March 2017

Dear Bidder

INVITATION TO TENDER (ITT) Employers Agent Services

1. Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. Enclosed are:

Document 1 Contracts Specification

Document 2 is our PQQ if you haven't already completed one this will need to be done.

Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below using the address label provided.

2. If your tender is being returned via e-mail it must be sent to:
tenders@saffronhousing.co.uk **no later than 12.00 noon on the 5th May 2017**. Late tenders **may not** be considered.
3. If having read the enclosed specification you decide not to submit a tender, I would be grateful if you could send your reasons (though you are under no obligation to do so) to supplychain@saffronhousing.co.uk marked tender **for Employers Agent Services**
4. Please contact tenderenquiries@saffronhousing.co.uk if you have any questions about the tendering procedure.
The list of requirements detailed below must be completed and supplied where applicable failure to do this could result in disqualification from this exercise.
 - Pre-Qualification Questionnaire (to be completed)
 - Formal tender (You must supply)
 - Risk Assessment & Method Statement (You must supply)
 - References (You must supply)

We look forward to your response.

Yours sincerely

Saffron Housing Trust.

Document 1

INSTRUCTION AND INFORMATION ON TENDERING PROCEDURES

5. Please read through these instructions carefully. Failure to comply with any of the requirements set out in this ITT may result in the rejection of your tender as a whole on the grounds of non-compliance.
6. These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact: tenderenquiries@saffronhousing.co.uk if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are **not** allowed. Please Title this **Clarifications & Questions**.

Tendering time table

PQQ and Tender Issue	31 st March 2017
Deadline for Clarifications & Questions	28 th April 2017
PQQ and Tender Return 12.00 noon	5 th May 2017
Selections of Candidates for Tender Evaluation	8 th May 2017
List of Companies for presentation	W/C 22 nd May 2017
Presentation	31 st May 2017
Evaluation	1 st June
Contract Awards	5 th June 2017
Contract Notification	9 th June 2017

--	--

On reaching a decision in respect of the contract award, Saffron Housing Trust will notify all Potential Providers of the decision. Saffron Housing Trust will inform all unsuccessful Potential Providers of the identity and relative advantages and characteristics of the successful tender as compared with addressee's tender.

Contract period

7. The contract period is to be for a period of 1st June 2017 to 31st May 2019 with an option of 24 month extension subject to status and performance.

Incomplete Tender

8. Tenders may be rejected if the information asked for in the ITT and specification is not given at the time of tendering.

Returning Tenders

9. By "tender" we mean the documents that form part of your bid:
 - The document and signed ITT Questionnaire (including the financial documentation that you can provide for Part B of the ITT Questionnaire and your organisation structure chart, if relevant).
 - The complete Data Security Plan.
10. Completed responses should be submitted as a single MS Word format document, with all ancillary documents attached, by email to: tenders@saffronhousing.co.uk with subject heading **Employers Agents Services**. Emails must be no more than 5MB and should otherwise be split into numbered parts (for example by separating and cross referencing any large embedded document(s) or alternatively should be zipped).
11. The deadline for receipt of the completed responses is 12.00 noon on **5th May 2017**. Failure to provide a complete response on or before this deadline will result in the exclusion of your tender.
12. Tenders will be received up to the deadline. Saffron Housing Trust will **not** consider or accept responses submitted after the deadline. IT or Postal issues within your own system will not be grounds for a late submission. Any tenders received before such date will be

retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is received by Saffron Housing Trust no later than the deadline documented.

13. You must provide all of the information requested in this ITT and structure your response using the form provided in the in the statement or requirements, specification and Questionnaire document. Where a question is not relevant to you, this should be indicated with an explanation. The number of the page limits should be respected and responses must be provided in English.
14. You should also ensure that your response to a particular question is only answered in that questions answer, Saffron Housing Trust will not look for extra information from one question in another questions answer.
15. Potential Providers shall promptly notify Saffron Housing Trust of any errors, omissions or details contained within the documentation which precludes them from tendering for this service.
16. Saffron Housing Trust reserve the right to reject any tender which it considers incomplete or which does not provide all requested information.

Receipt of Tenders

17. Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered no later than the appointed time.
18. After the deadline tenders will be formally opened on the **8th May 2017** and logged in accordance with Saffron Housing Trust procurement processes. The tenders will undergo a compliance check to ensure that all of the information requested has been received. Further checks will be made to ensure that all of the instructions have been complied with and Saffron Housing Trust may disqualify a bidder who:

- Alters any documentation in the ITT
- Gives a response to any question that is incorrect or incomplete
- Fails to comply with any of these instructions
- Includes in any response a material misrepresentation
- Fails to provide a complete response by stated deadlines

Acceptance of Tenders

19. By issuing this invitation Saffron Housing Trust is not bound in any way and does not have to accept any tender.

Clarifications

20. Questions or request for clarifications regarding this ITT should be submitted by email to tenderenquiries@saffronhousing.co.uk and titled **“Employers Agent Services”**. No Approach in connection with this ITT should be made via any other route.

21. The deadline for asking clarification questions is **28th April 2017**

If Saffron Housing Trust considers any questions/requests for clarification to be of material significance, both the question and response will be anonymously communicated to all Potential Providers. Clarifications/amendments to the requirements of this ITT will be communicated via e-mail or any sites that the request for tender has been posted on.

22. It is not appropriate to contact any employee of Saffron Housing Trust to obtain information about this ITT other than by making use of the above generic e-mail address. To attempt to do so other than by this service may affect the integrity of the process and cause your submission not to be evaluated.

Inducements

23. Offering an inducement of any kind in relation to obtaining this or any other contract with Saffron Housing Trust will disqualify your tender and may render you blocked from our supplychain, we may also seek legal advice on our findings so as to make this information public.

Confidentiality of Tenders

24. Please note the following requirements, you must not:

- Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
- Disclose, copy, reproduce, distribute or pass any information about this tender on to another person at any time except for the purpose of enabling a response to be made.
- Make any arrangements with another organisation about whether or not they should tender.

25. Failure to adhere to these conditions will lead to disqualification of your tender and may affect future tenders.

Consortia and Sub contracting

26. If a consortium or sub-contracting approach is proposed where provision and information are shared, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of the service. Responses must enable Saffron Housing Trust to assess the overall proposed.

27. Saffron Housing Trust recognises that arrangements in relation to the proportion of any contract awarded that the Potential Provider proposes to subcontract.

Cost and Expenses

28. You will not be entitled to claim from Saffron Housing Trust any costs or expenses which you may incur in preparing your tender, whether the tender is successful or not.

Additional Information

29. No information contained in this ITT or in any communication made between Saffron Housing Trust and any Potential Provider in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered. Saffron Housing Trust reserves the right to change without notice the basis of, or procedures for, the tendering process or to terminate the process at any time. Under no circumstances shall Saffron Housing Trust incur any liability in respect of this ITT or any supporting documentation.
30. Any Potential Provider who directly/indirectly canvasses any officer, member, employee or agent of Saffron Housing Trust concerning this process, or who directly/indirectly obtains or attempts to obtain information from any stated in this document, other than by following procedure set out in this ITT as regards questions/clarifications will be disqualified.
31. Saffron Housing Trust will not reimburse any costs incurred by Potential Providers in connection with the preparation and/or submission of their responses to this ITT.
32. Potential Providers may be excluded from this ITT where:
 - Their response to the ITT is submitted late, completed incorrectly or incomplete;
 - There is any material misrepresentation in their response to the ITT and/or the process; or
 - There is a change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the Potential Provider.
33. Saffron Housing Trust reserves the right to:
 - Cancel this procurement process at any time.
 - Not to appoint any Potential Provider.
 - Amend the terms and conditions of the ITT at any time.
34. The Potential Provider must/may be excluded at any stage during the selection and evaluation process, under the scoring matrix set out below.

Debriefing

35. Following the award of contract, debriefing will be available to unsuccessful tenderers on request.

Evaluation Criteria

36. The tender process will be conducted in a manner that ensures tenders are evaluated fairly.

Price - Please complete the attached pricing document. Ensure that you indicate prices for all items. Pricing will form 20% of the final scoring exercise.

Quality - As part of this process we would like to get a feel for how your organisation operates, therefore please can you comment using the same headings as below. Quality will form 80% of the final scoring exercise. Any areas that are not answered will automatically score 0. The emphasis is on the quality of the work in that area rather than how much is written.

- 37. Answers to all questions should only relate to the ITT and information set out within.
- 38. Each question will either be evaluated as a pass or fail / not scored. Where the answers are scored, the assessment of a bidder's quality submission will generate a score. The score for each question will be multiplied by its respective weighting to give a total score. The maximum score available is 100.
- 39. The winning bid will be the bid with the highest score. In evaluating the responses to this ITT Saffron Housing Trust will apply the evaluation model as a set out in the table below. Details

Of how the evaluation will be conducted for each part are set out in that part. You must respond to all the questions unless (or part of the question) states otherwise.

- 40. All bids which do not score in any of the following questions may be eliminated from the ITT.

41. Approach to providing the Employer's Agent Services		
Criteria	Maximum number of A4 pages in Ariel Font 12.	Weighting
<u>Knowledge</u> How the organisation and its staff keep up to date with professional/sector developments, and how this specifically relates to the partners and staff who will be providing the service to the Saffron Group. Where relevant, how this knowledge will be communicated to the Saffron Group.	1	5%
<u>Credibility</u> The organisations track record within the sector; reputation; demonstrating how the Saffron Group	2	10%

will be an important client; ability to work with Saffron's staff.		
<u>Resources</u> Details of specific resources proposed together with their skills and experience, and the proportion of support/work that they will provide in delivering the service to the Saffron Group.	2	10%
<u>Methodologies</u> The approach to be used for delivering the various aspects of the service.	5	50%
<u>Commercial</u> Details of structuring of rates within the price Schedule including payment of fees by instalments and aborting of schemes; any volume based discount mechanisms; annual fee review mechanism; terms and discounts of any faster payment proposal.	1	5%
<u>Quality</u> Quality Management proposals including the development and use of KPI's, and the mechanism for continuous improvement.	2	10%
<u>Equality/Diversity</u> Demonstration of a commitment to equality and diversity.	1	5%
<u>Added Value</u> Details of your proposals to add value to the provision of Employer's Agent Services to The Saffron Group.	2	5%

Each of the evaluation criteria set out above will be marked out of four by each member of the Selection Panel, using the scoring matrix set out below and will then be weighted in accordance with the percentage weightings set out above.

Scoring Matrix		
Mark		Comment
4	Excellent	Meets all expectations - comprehensive response.
3	Good	Meets nearly all Saffron's expectations – the answer is nearly comprehensive.
2	Average	Meets most expectations but fails to give a comprehensive answer, or meets some expectations but not others.
1	Poor	Fails to meet most expectations.
0	Failed	Does not meet any expectations, or no response.

The Selection Panel members individual scores will be added together in order to find the mean average score for each Organisation. Scores will then be adjusted by a factor so that an Organisation receiving the maximum marks available for all criteria would be awarded 80% of the marks (e.g. full marks available for quality).

Price Evaluation

Following completion of Part B - Quality Evaluation, the Tender Submission will be evaluated and scored, with the weighting to be used in the evaluation of Organisations' submission to be as follows to form a total of 25% of the overall tender submission score IE:

Price Evaluation – 20%, e.g. if lowest price is £10m
£10m = 100 points = 25%
£12m = 80 points = 20%

The Organisation with the lowest total tender submission will be awarded 100 points. Other Organisations will have one point deducted for each percentage point their tender submission price is above the lowest. The points will then be weighted by 25% to form part of the overall tender submission score.

Organisations should note that if a submission, or part of, is considered to be priced abnormally low the Group will examine that submission to ensure that this is not as a result of a failure to understand the requirements of the Contract. If Saffron Group considers that the prices in an Organisation's submission are abnormally low, it may disqualify that Organisation from further participation.

Purchasing strategy

42. Saffron Housing Trust purchasing strategy is designed to promote fair and open competition, and constructive co-operation between Saffron Housing Trust and suppliers.

Data Security Standards

43. For contracts/frameworks which require the holding or processing of either personal data and/or restricted data, the successful contractor will need to assure Saffron Housing Trust that they have a risk adverse system in place. Failure to operate this could lead to legal action.
44. A requirement of the compliance element of this tender is that bidders submit a Data Security Plan (this will not be scored). The Data Security Plan sets out the proportionate security measures to be implemented and maintained by bidders in relation to all aspects of the contract. Bidders are required to provide evidence that they have in place sufficiently robust security measures and procedures at all times to meet the requirements of the contract and comply with Data protection Legislation.

Resolution of failure to achieve SLA standards

45. In the event of failure by the selected bidder to meet the agreed service levels, both Saffron Housing Trust and the selected bidder shall meet and discuss areas of concern on an informal basis and decide how the problems may be resolved. In the event of continuing failure or an unsatisfactory resolution by the selected bidder Saffron Housing Trust shall be entitled to terminate this agreement. Saffron Housing Trust agrees to give the selected bidder three months written notice should it intend to no longer make use of the selected bidder's services. Saffron Housing Trust will automatically review the other unsuccessful bidders in the first instance.

Conclusions

46. Whilst every endeavour has been made to give tenderers an accurate description of Saffron Housing Trust's requirements, tenderers should make their own assessment about the methods and resources needed to meet those requirements. But this must be done with the guidelines set out in this ITT.

Award criteria

Best value advantageous tender
To be received by no later than 12.00 noon 5th May 2017

Date of dispatch of invitations to tender or to participate to selected candidates

The tenders are dispatched
By email and post

Sirs

I/ We have read and understood the tender document. I/We attach two references

I/We agree that Saffron Housing Trust gives no undertaking to accept the lowest, or any tender.

I/We agree that this tender remains open for acceptance for 3 months from

I/We confirm that I/We have an Equal Opportunities Policy in place and that it is a condition precedent to the consideration of this tender that a copy of the said Policy will be provided if requested.

Signature

For and behalf of:

Address:

Date

Specification of Employers Agent Services:

SERVICE REQUIRED

For the avoidance of doubt this Invitation to Tender is issued with the understanding that any organisation appointed will need the in-house capacity to undertake all areas of work.

The Saffron Group is seeking to appoint an experienced Organisation to provide the services set out in this Invitation to Tender. The Organisation will be initially appointed for a period of 2 years, subject to satisfactory performance, this may be extended for a further two years at the Group's sole discretion.

The Saffron Group's intention is that the provision of Employer's Agent Services will be provided by a single organisation in relation to its development programme. However, it should be noted that the Group retain the right to appoint other Employer's Agents whose service forms part of a package arrangement.

The delivery programme is estimated to be approximately 100Nr dwellings per annum, divided into approximately 10Nr individual schemes/projects, the majority of which will be Design and Build. Although it is envisaged that most schemes/projects will be new-build; some schemes will be refurbishment of existing dwellings.

The Saffron Group's aspirations are for the Employer's Agent to deliver a robust service within all aspects of the development programme, within which the following items represent the key elements of the role:

Schedule of Services

1 General

- 1.1 The services identified are for the role of Employer's Agent, including acting as Quantity Surveyor as well as "Employer's Agent" under the JCT Standard Form of Building Contract with Contractor's Design, 2011 Edition.
- 1.2 In addition to fulfilling all of the specific functions of Employer's Agent in connection with the JCT Contract, the Employer's Agent will assume responsibility for the co-ordination of the scheme. Whilst this role will not encompass the preparation of design, presentation or other similar material, the Employer's Agent will ensure that arrangements are made for such requirements to be met by others.
- 1.3 In addition to the specific services itemised below, all reasonable requests made in connection with the project, for information and/or certifications, etc – e.g. for provision to end users, Funders, etc are to be provided without additional charge.
- 1.4 Mostly schemes will be procured on a competitive design and build tender basis, on land to be acquired by the Saffron Group and/or for which Planning Permission is to be applied for in respect of the proposed scheme. (See section 2A below), or is to be procured on a competitive design and build tender basis, on land owned by the Saffron Group and having the benefit of a satisfactory Planning Permission for the proposed building. (See 2.1B below). On occasions, some schemes will be procured via negotiated tenders.

2A Progression to the Point of Obtaining Planning Permission and Site Acquisition

- 2A.1 Carrying out general co-ordination of matters necessary for obtaining a satisfactory planning consent and the acquisition of land, including (where applicable):
 - 2A.1.1 Identifying and visiting sites, obtaining pro-map plans, undertaking utility companies' enquiries;
 - 2A.1.2 Instructing and liaising with all other consultants as required, for example, architects, surveyors, valuers, geo-technical engineers, flood risk assessors, environmentalists, Code for Sustainable Homes assessors, Building For Life assessors and ecology assessors;
 - 2A.1.3 Liaising with other parties and agencies, for example, vendors, vendors' agents, Local Authorities, planners, district valuers and solicitors;
 - 2A.1.4 Arranging and minuting meetings as necessary;

- 2A.1.5 Considering and advising on development potential and site layout feasibility and advising on open market values;
- 2A.1.6 Preparing design and build cost estimates for feasibility and residual land valuation purposes as applicable;
- 2A.1.7 Advising on the formulation of appropriately conditioned “subject to contract” offers.

2B Pre-Tender/Planning Stage

- 2B.1 Receiving Saffron's Brief and ascertaining requirements for the project in terms of design, Saffron Design Guide, timetable and other matters.
- 2B.2 Liaising as required with the end user, other consultants and agents of the Saffron Group and relevant external organisations/Local Authorities.
- 2B.3 Preparing budget cost estimates for the scheme.
- 2B.4 Chairing and minuting technical/development team meetings.
- 2B.5 Preparing the "Employer's Requirements" including design and specification requirements and tender documentation, ensuring compliance with the requirements of the end user.
- 2B.6 Co-ordinating the identification of a select list of building contractors and inviting tender submissions from that select list of Contractors.
- 2B.7 Examining the tender returns and "Contractor's Proposals" and checking compliance with the Saffron Design Guide, and reporting thereon to the Saffron Group.

3 Pre-Contract Stage (After Tender Acceptance)

- 3.1 Liaising with the Group's Solicitors to ensure the necessary consistency between the Construction Contract and other contractual commitments related to the scheme.

- 3.2 Continual liaison with other consultants, agencies and organisations as reasonably required, and to ensure the timely execution of the Contract.
 - 3.3 Chairing and minuting pre-contract meetings with the Contract Team.
 - 3.4 Negotiating and agreeing any outstanding price details with the selected Contractor.
 - 3.5 Checking further submissions from the selected Contractor – viz detailed design and specification proposals. Negotiating and agreeing any amendments necessary to comply with the Employer's Requirements.
 - 3.6 Finalising any outstanding contract terms/clauses and completing the Form of Contract for signing by the Parties.
- 4 Post-Contract Stage
- 4.1 Chairing and minuting periodic (monthly) Site Meetings and other meetings as may be necessary.
 - 4.2 Visiting site to monitor the progress and construction of the Works, in accordance with the Contract, at least weekly, and reporting thereon to the Group. (Day-to-day inspection of construction in a "Clerk of Works" capacity is not required.)
 - 4.3 Attending site as necessary to ascertain and agree with the Contractor the correctness of his interim applications for payment.
 - 4.4 Preparing and issuing to the Saffron Group periodic (monthly) progress reports and cost reports/reconciliations and Notifications of Payment Recommendation.
 - 4.5 Issuing any necessary Instructions, Notices, etc, as required by the Contract and ensuring that documentation to be issued by the Contractor is received. Other than in a case of emergency, obtaining the Group's prior written approval to any "Change" giving rise to a variation in cost.
 - 4.6 Checking and agreeing with the Contractor his valuation of any "Changes".
 - 4.7 Checking, negotiating and agreeing with the Contractor any requests for Extensions of Time and/or Loss and Expense.

- 4.8 Inspection of the Works for the preparation of any necessary "Snagging Lists" (and subsequent re-inspection) prior to certifying Practical Completion and, at the end of the Defects Liability Period, certifying Making Good Defects.
- 4.9 Checking and agreeing with the Contractor his Final Account and the Final Statement.

- 5.6 The service provided will not be exclusive to the organisation appointed and the Saffron Group reserve the right to use other consultants for specific areas of advice where this is considered necessary or appropriate or in the best interests of the Group.
- 5.6 Timescales for the completion of each piece of work commissioned will be agreed between the instructing member of staff and the member of your staff providing the service. In each case, this timescale will be agreed before any fees are incurred. If it is not possible to reach agreement on the timescales for a specific piece of work, Saffron Group reserve the right to instruct another firm to undertake that work.
- 5.7 If you fail to perform the service to the Groups reasonable satisfaction including, in particular, failing to meet an agreed timescale, the Saffron Group will be entitled to deduct from payment due to you a sum representing the loss caused, or extra costs incurred by the Group, as a result of the failure.

6. PRICING

- 6.1 Please provide your quotation in the form of the Pricing Schedule enclosed with this Invitation to Tender.
- 6.2 Quantities within the Price Schedule are an approximation based on information available at the time of preparing the tender and are solely provided to allow a comparison between Tender Submissions. The Saffron Group makes no representation, warranty or guarantee to the accuracy of these estimates.
- 6.3 All fees should be quoted on a fully inclusive basis and deemed to include disbursements. Fees will exclude any 3rd Party disbursements or Government taxes.

- 6.4 All fees quoted should be exclusive of VAT.
- 6.5 The rates tendered are to be fixed until the first anniversary of successful tenderer's appointment. A review of the tendered rates will then take place as part of the annual review but no provision for an automatic increase in costs is to be considered as part of this agreement. Any increase/decrease to these rates will be on a basis of performance, and actual costs as evidenced as part of an annual review meeting. Please detail within your Quality Submission the mechanism you would propose to be used for your annual fee review.
- 6.6 The firm appointed will be expected to provide telephone advice to the Group's staff at any time during office hours on any matter within the scope of their appointment and at no additional cost to the Group. Could you please confirm within the Quality Submission that you will not charge for such informal discussions.
- 6.7 The appointed firm will be required to prepare a contract to cover the service they will be providing for the Saffron Group's consideration. The contract will be prepared at the cost of the firm and will reflect the requirements set out in this invitation to tender.

Element	Tendered Fee %	Tender Price Evaluation		
		Assumed Contract Value	Quantity for Evaluation purposes	Totals
Contract Value*				
Up to £500,000		£250,000	3 No	
£500,001 to £1,000,000		£750,000	6 No	
£1,000,001 to £5,000,000		£3,000,000	3 No	
£5,000,001 to £10,000,000				
£10,000,001 and over				
				Total

Contract Value* Refers to the value of a Contract as a whole, rather than the individual Project values.

