

01/05/2018

Dear Sir / Madam,

## Contract Title: Stockport Homes Timber Procurement

Tender Reference: JK 02-2018

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	Terms and Conditions
2	Pricing Schedule
3	Supplier Response Questionnaire

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 three years from the date of award of the Contract, subject to satisfactory performance, with a possible two-year extension on agreement between the parties, in two twelve month increments, with a 6 monthly break clause.

The closing date for return of Tenders is 12<sup>th</sup> June 2018 12 noon. Tenders should be returned to: <u>procurementshl@stockporthomes.org</u> Under no circumstances will late Tenders be considered.

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

joe.keating@stockporthomes.org

SHL is not obliged to accept the lowest or any Tender.

Yours sincerely

#### **Joe Keating**

Environmental & Energy Manager

Directorate of Resources

#### Stockport Homes Group

Cornerstone (4th floor/Green), 2 Edward St, Stockport, SK1 3NQ.

**111** 0161 218 1363 / 07891949487



TENDER DOCUMENTATION

TENDER FOR THE SUPPLY OF

**Timber Procurement** 

TENDER REFERENCE NUMBER: JK 02-2018

CLOSING DATE FOR SUBMISSION OF TENDER APPLICATIONS

12th June 2018 12 noon

## **Contents**

- 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 Questionnaire
- PART 7 Form of offer

Certificate Against Canvasing

# APPENDICES

- APPENDIX 1 Terms and Conditions
- APPENDIX 2 Pricing Schedule
- APPENDIX 3 Tender Response Questionnaire

## 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 the lowest, or 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
- 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. Tenders submitted by other means will not be accepted. You should receive an automated response from the Procurement Inbox, if you do not please ring 0161 474 3579 to ensure your Tender has been received.
- 1.7 Clarification questions relating to this tender must be emailed to <u>joe.keating@stockporthomes.org</u> 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 12<sup>th</sup> June 2018 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 Pricing Schedule

# 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 price and subject to the winning suppliers meeting baseline requirement.
- 2.14 SHL is not bound to accept the lowest or any offer
- 2.15 The successful offer including any post tender clarification, together with SHL's written acceptance, and the tenderer's acceptance of SHL's standard Terms and Conditions will form a binding contract between SHL and the successful tenderer.

#### Price

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

#### **Tender Assessment**

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

# Social Value

2.18 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 wellbeing 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**

2.19 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**

2.20 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

2.21 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 shall be read in conjunction with the standard Terms and Conditions of SHL, these are attached at Appendix 1. The terms and conditions and the requirements within the specification, together with the successful tenderers response shall form the basis of the contract between SHL and the successful tenderer.

### **Period of Contract**

3.2 It is anticipated that this contract shall commence on 1<sup>st</sup> August 2018 and run for a period of 3 years with a potential extension period of a further two years in twelve month increments, with a break clause at six monthly intervals.

### **Contract Management**

- 3.3 The Contract Manager for this contract is Joe Keating
- 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 <u>Jeanette.jones@stockporthomes.org</u>

## Subcontractors / Suppliers

3.8 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

3.9 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.

# Acceptance of Tender Submissions and standstill period

- 3.10 SHL will in accordance with Regulation 86 of the Public Contracts Regulations observe a 10 day "standstill" period between the intention to award a contract and entering into a contract with the successful supplier. At the start of the period each tenderer who has submitted a tender will be sent a letter stating:
  - the criteria for the award of the contract
  - the reasons for the decision including
  - the name of the successful supplier
  - their score and the score of the successful supplier
  - the "characteristics and relative advantages" of the successful tender compared to their tender.

# 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 (Arm's 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 – SERVICE SPECIFICTION**

## Introduction

# Stockport Homes wishes to tender the opportunity of supplying up to 7,500 tonnes a year of conifer roundwood, under a three-year contract.

Stockport Homes have a portfolio of six large wood chip fired boilers heating various of their tenanted properties in the town. This portfolio developed over the period 2011 to 2014. The total annual requirement for wood chips is in the region 6,000 tonnes a year.

Since the inception of the scheme, Stockport Homes have purchased wood chip fuel, delivered directly to the boilers. Recently though, we have been developing plans to undertake the fuel production process ourselves, and in doing so, will make financial savings every year for the next 20 or so years.

These plans have culminated in the securing of a suitable processing site, and the procurement of equipment suitable for chipping timber and drying wood chips, <u>subject to planning permission</u> <u>being granted expected around June 2018</u>.

Stockport Homes have benefitted from external expert guidance throughout this development process and will continue to benefit from this support as the project gets underway. This guidance is being provided by companies and individuals with many years' practical experience of managing wood fuel production companies.

## The Tender

Stockport Homes will require an anticipated average quantity of round timber of 9,000 tonnes a year, continually over the next 20 years or so.

Of this total quantity, Stockport Homes wish to procure **7,500 tonnes a year** within the framework of this competitive tendering process.

This quantity has been divided into five equal lots of 1,500 tonnes a year each.

Each lot is required to be delivered according to the demand profile stated herein.

Companies may tender for anywhere between one and five of the lots.

Tenders for each lot will be selected separately, and contracts let accordingly. Tenders will be awarded solely on price.

Prices must be tendered as £ / tonne, delivered. Invoices will be paid as such.

## Duration

Contracts for each lot will be for three years' duration, with the option to extend for up to two years.

## **Price Security**

Prices must be fixed for Year 1, commencing during the summer of 2018.

Tenders will be evaluated based on these Year 1 prices.

Prices for subsequent years will be negotiated prior to each years anniversary. Stockport Homes will conduct market research, with expert external guidance, to establish the prevailing average market price for timber. We reserve the right to terminate contracts early if annual negotiations fail to reach a mutually agreeable price.

### **Demand Profile**

The anticipated monthly total demand profile is as follows:

	Tonnes	%
Jan	675	9%
Feb	675	9%
Mar	600	8%
Apr	525	7%
May	525	7%
June	525	7%
July	525	7%
Aug	600	8%
Sept	675	9%
Oct	675	9%
Nov	750	10%
Dec	750	10%
Totals	7500	

This is presented for illustration only. Stockport Homes do not commit to these, or to any quantities.

## **Delivery Location, Access and Stacking Requirements**

The delivery address will be:

Hazel Knoll Farm

**Torkington Road** 

Stockport

SK7 6NW

Access will be available from Monday to Friday, between 0630 and 1800. Access at other times will be by special arrangement.

There are no physical access restrictions.

Access to the stacking area is via all-weather hard-standing. Vehicles can unload whilst on hard-standing.

There are no overhead power lines in the vicinity of the stacking area.

Drivers will be required to adhere to all instructions issued by site staff, and to comply with the Site Safety Rules at all times.

Drivers will be required to unload at the prescribed location, as instructed by the site staff, by site signage, or by the stacking plan issued by Stockport Homes.

Stacks will be two rows deep (at 3m timber length), and no more than 3m high.

# Species

Stockport Homes expect the majority of the timber to be conifer thinnings.

All conifer species will be accepted, with the exception of Western Red Cedar

Willow and poplar will also be acceptable, but this must not make up any more than 5% of any one lot, in any 12-month period.

# Sustainability and Traceability

Stockport Homes do not require the timber to be certified, however, we do require evidence that the timber has been legally felled.

Each load of timber must reference the Felling Licence number as minimum proof of legality. FSC (or other certification numbers) can also be provided where relevant.

# P. Ramorum

The site is **not** licensed to accept infected timber.

## **Timber dimensions**

The timber must meet the following size requirements:

- Minimum length 2.4 m
- Typical length 3.0m

- Longer lengths, up to 6m maximum by special arrangement.
- Minimum diameter 120 mm
- Maximum diameter 400 mm

## Cleanliness

The timber must be as free as possible from stones and soil.

Stockport Homes reserve the right to reject timber deliveries which are excessively contaminated.

## Weighing

Our site does not have a weighbridge. We will accept delivered weights as measured either by the on-board weigher, or by public weighbridge ticket.

Where the on-board weigher has a printer, a print-out must be attached to the delivery note (see below). Where it doesn't have a printer, the driver must be prepared show Stockport Homes staff, on request, the weigher screen.

### **Delivery Notes and Invoices**

These must be provided with each timber delivery. They must state the delivered weight, a brief description of the material, for sub-contracted hauliers, their client, the source of the timber (name of woodland / forest).

Felling Licence numbers can either be provided on the delivery notes, or on the invoices.

Invoices can be submitted at any time.

Every invoice must reference the relevant individual delivery note numbers.

# 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	
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

Set out below is the weighted evaluation for SHL's Requirements

Criteria / Questions	Weighting
Price	100%
Total	100%

The Criteria / Questions Weighting is broken down as follows:

Section	Assessment
Supplier Information	Not scored
Mandatory Exclusions	PASS/ FAIL
Discretionary Exclusions	PASS / FAIL
Insurance	PASS /FAIL
Pricing Schedule	100%
Form of Tender and acceptance of terms	PASS / FAIL
and conditions	

## Price Evaluation Process:

Each lot will be evaluated on price. It is possible for tenders to price against between one and five lots. For the purpose of clarity; if you are a smaller supplier you may wish to just price for one or two lots whereas large suppliers may want to price against all five lots.

## 6.5 **Supplier Questionnaire (Appendix 3)**

PLEASE COMPLETE THIS QUESTIONNAIRE AFTER THOROUGHLY READING ALL DOCUMENTATION

## 6.6 **PRICING SCHEDULE 100%**

Please complete the attached pricing schedule attached at Appendix 2 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

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 \_\_\_\_\_