.

**Industrial Dwellings Society**

**Contract for:**

**Internal Works Programme - Kitchens, Bathrooms Replacement**

**Ref: IDS 001 Date: July 2023**

**Contract Administrator: Alvin Sum**

Introduction to the Procurement

Document 1

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# **Introduction**

### Industrial Dwellings Society (IDS) is pleased to offer an opportunity for Contractors to provide a tender for the supply and installation of Kitchens and Bathrooms and ancillary work which must be received by the IDS by no later than 12.00 on 30th July 2023.

### 1.2 It is intended to award one contract for a period of two years with the possibility to extend this for a further two years based on performance.

1.3 This document provides an overview for Contractors expressing an interest in the contracts to enable them to provide a robust response to the tender document which should be completed via the SEC through their e-tendering system.

1.4 This is a mini competition off the South East Consortium’s SEC Responsive Repairs, Voids, Planned Works DPS, Lot 3 (Planned Works).

OJEU/Tender reference: XXXXXXX Date: XXXXXXXX

1.5 Costs to be Included in Tender Pricing

The Tenderer is to allow for the costs of fulfilling all liabilities and obligations referred to in the preliminaries, specifications and other tender documents as part of the tender pricing. Pricing must be inclusive of the SEC Levy (2%), overheads, prelims and profit but exclusive of VAT. The Tenderer shall have included in its tender for the appropriate number of operatives to complete each task, all costs involved in carrying out the works including all staff travelling, accommodation, access facilities and other expenses.

1.6 SEC DPS Levy

You’ll have noted SEC introduced details of a levy system in the Supporting Document which went alongside the SQ Document you successfully completed for this DPS.

For the purposes of this DPS we propose that SEC will not include its traditional levy until a project or contract value goes above a value of £150,001. Up until that point SEC will levy a fixed fee – per project or contract – on the following basis:

**Project / Contract Value**

|  |  |  |
| --- | --- | --- |
| Fixed Fee Values to be applied by total contract value | | |
| Contract Value & Evaluation Method | Member £ | Guest £ |
| Projects value of £150,000 or less – Price Only Evaluation | £500 | |
| Projects value of £150,000 or less – Price AND Quality Evaluation | £2250 | |
| Over £150,000 | Std SEC Levy applies – see table below | |

**All pricing for further competitions from this DPS up to and including £150,000 (Low Value Contracts)** should allow for the relevant fixed fee within their pricing submission. All payments will be in accordance with clause 28 of the DPS Agreement and is outlined below.

**LEVY COLLECTION PROCESS Low Value Call Off Contracts**

The Supplier shall be invoiced the SEC Fixed Fee payable - detailed above - the month following each Low Value Call Off Contract awarded to it under this DPS Agreement. The supplier will then be required to pay that invoice / fee within [30] days of the date of that invoice.

**All pricing for further competitions from this DPS above £150,000** must include the SEC Levy within all submitted pricing, as detailed in the table below. The Levy is a percentage of the total contract value.

**LEVY COLLECTION PROCESS for further competitions from this DPS above £150,001**

SEC have designed a process which makes managing levy charges as straight forward as possible. The process consists of 3 simple steps which work as outlined below:

Step 1:

Contractors will need to share a copy of each invoice sent to their Client with SEC. If the contract requires numerous invoices then a monthly statement will suffice.

Contractors need to share this at the invoicing stage or within 4 working days of month end. This will need to be e-mailed to [sec.levy@southeastconsortium.org.uk](mailto:sec.levy@southeastconsortium.org.uk).

Step 2:

SEC shall submit an invoice to Contractors for 1.5% (or 2.0% for non-members) of the invoice value charged to the SEC Member. We will also include any applicable VAT.

SEC will work with Contractors to arrange one single transaction where multiple payments are due (due to multiple contract awards through SEC frameworks).

Step 3:

Contractors will be required to pay SEC within 30 days of receipt of any invoice.

|  |  |  |
| --- | --- | --- |
| Levy Values to be applied by total contract value | | |
| Total Project Values | Member % | Guest % |
| £150,001 - £5,000,000 | 1.50% | 2.00% |
| £5,000,001 - £10,000,000 | 1.00% | 1.50% |
| £10,000,001 - £20,000,000 | 0.50% | 1.00% |
| £20,000,001 - £40,000,000 | 0.25% | 0.50% |
| £40,000,001 - £70,000,000 | 0.13% | 0.25% |

**NB** – The above levy operates on a cascade system, so for example, a contract for £7.5 million will have a levy of 1.5% for a full member on the first £5 million and a 1% levy on the next £2.5 million. [Please note that there is a cap on the levy payable to SEC that applies to contracts over the value of **£70,000,000**.]

Contractors are to note that Industrial Dwelling Society (IDS) are a full member of SEC.

Contractors are also to note that the client has chosen a price and quality evaluation for this tender.

Tenderers should take account of this when pricing this further competition requirement.

The successful contractor will need to copy SEC into all electronic invoicing or provide monthly invoicing summaries. Invoices which are shared with SEC will be for all works carried out. SEC will liaise with the successful tenderer upon contract award.

Upon contract commencement all payments and invoices need to be in line with the SEC DPS Agreement.

Please refer to **Appendix 1 (Draft Levy Letter)** which will be issued to the successful tenderer for completion. This will be included as part of the contract documents. This outlines the information we requested prior to starting the levy collection.

Please refer to **Appendix 2 (Levy Collection Process for Contractors)** which outlines the process for SEC collecting the levy with the successful tenderer.

1.9 Invoicing

The successful contractor will need to copy SEC into all electronic invoicing or provide monthly invoicing summaries. Invoices which are shared with SEC will be for all works carried out. SEC will liaise with the successful tenderer upon contract award.

Upon contract commencement all payments and invoices need to be in line with the SEC Internal and External Works Framework Agreement.

Please refer to Appendix 1 (Draft Levy Letter) which will be issued to the successful tenderer for completion.  This will be included as part of the contract documents. This outlines the information we requested prior to starting the levy collection.

Please refer to Appendix 2 (Levy Collection Process for Contractors) which outlines the process for SEC collecting the levy with the successful tenderer.

### 

### The successful Contractor shall deliver a high-quality service offering value for money to residents.

1. **Sustainability**

## 3.1 IDS recognises that sustainability encompasses environmental, social and economic concerns. IDS is committed to seeking continuous improvement in its performance on sustainability in terms of the services it delivers and through the engagement of its supply chain.

## 3.2 IDS acknowledges that agreeing statements and policies is only the start of the process and that its commitment must be supported by specific actions. IDS is committed to using its purchasing power to influence, enable and encourage its Contractors to behave in an environmentally responsible way.

## 3.3 IDS will meet its commitment and objectives by working in partnership with others towards reducing the adverse environmental impact of its procurement decisions.

## 3.4 This will mainly be achieved by building recommended environmental preference criteria into specifications and working with our Contractors to help them meet our requirements.

1. **Social Value**

4.1 IDS is committed to using its commissioning and procurement activities to deliver social value benefits (such as employment, training, apprenticeship, local supply chain, health and wellbeing and environmental value) for local citizens and residents.

1. **London Living Wage**

### 5.1 IDS is an accredited Living Wage employer, and all its employees receive this or above. IDS is committed to working with the Living Wage Foundation if the opportunity arises and encourages its contracted Contractors to pay the London Living Wage.

1. **Procurement Timetable**

6.1It is intended to procure the successful DPS Contractor in accordance with Table 1 below:

|  |  |  |
| --- | --- | --- |
| **Stage** | **Activity** | **Indicative date** |
| Tender | Issue of Invitation to Tender | 10 July 2023 |
| Clarification deadline | 24 July 2023 |
| Return Date | 30 July 2023 |
| Evaluation period starts | 3 August 2023 |
| Evaluation period ends | 14 August 2023 |
| Contract Award Report Approved | 21 August 2023 |
| Contract Award | Award Letter | 1 September 2023 |
| Contract Commences | 4 September 2023 |

Table 1

1. **Contract Information**

## 6.1 The selected Contractor will enter into a framework agreement supported by the Joint Contracts Tribunal (JCT) Measured Term Contract 2016.

### Documentation Package

### 7.1 The complete documentation comprises:

Document 1 Introduction to the Procurement

Document 2 Invitation to Tender Information and Evaluation Guide

Document 3 Terms and Conditions

Document 4 Schedule of Rates

Document 5 Address Lists

Document 6 Client Specific Requirements

Document 7 Preliminaries

Document 8 Client Specific Terms and Conditions

Document 9a Specification for Bathrooms and WC Replacement

Document 9b Specification for Kitchen Replacement

Document 9c Specification for Ventilation

Document 9d General Electrical Specification

Document 9e Specification for Heating Works

Document 10 Key Performance Indicators

Document 11 Health and Safety

Document 12 Technical Question Responses

7.2 The Following documents are to be returned by 30 July 2023

* Invitation to tender (ITT) Documents
  + Form of Tender
  + Schedules of Rates
  + Responses to the Technical Questions
  + Certificate in relation to Health, Safety and Welfare
  + Certificate of Bona Fide tender
  + Canvassing Certificate
  + Proposed Sub-Contractor details