

Invitation to Tender

Mobile Phone Contract

April 2017

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# Important notices

This invitation to tender (ITT) is made available on condition that it is to be used in connection with bidding to carry out the Mobile Phone Contract as described in further detail below and no other purpose whatsoever. South Liverpool Homes Limited (SLH) is the lead procurement body for this ITT and will be the contracting party.

## Confidentiality

Subject to the exceptions referred to below, the information in this ITT is made available by SLH on condition that bidders shall:

at all times treat such information as confidential;

not disclose, copy, reproduce, distribute or pass the information to any other third person or allow any of these things to happen; and

not use the information for any purpose other than for the purpose of making a bid.

Notwithstanding the conditions referred to in paragraphs above, bidders may disclose, distribute or pass information to another person if:

done for the sole purpose of enabling a bid to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in this ITT; or

SLH gives its prior written consent in relation to such disclosure, distribution or passing of information.

SLH may disclose any information relating to the bids to its directors, officers, employees, agents or advisers. SLH also reserves the right to disseminate information that is materially relevant to the bid to all bidders, even if the information has only been requested by one bidder, (in accordance with Section 6 and subject to the duty to protect any bidder's commercial confidence in its bid). SLH will act reasonably as regards the protection of commercially sensitive information relating to the Bidder.

## Accuracy of information and liability of SLH

The information contained in this ITT has been prepared by SLH in good faith but does not purport to be comprehensive or to have been independently verified. SLH does not accept any liability or responsibility for the adequacy, accuracy, or completeness of, or make any representation or warranty (express or implied) with respect to the information contained in the ITT, or with respect to any written or oral information made or to be made available to any bidder or its professional advisors and any liability therefore is hereby expressly disclaimed.

Bidders considering entering into a contractual relationship with SLH should make their own enquiries and investigations of SLH's requirements. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed agreement.

Nothing in this ITT is, or should be, relied upon as a promise or representation as to the future, and SLH does not undertake to provide bidders with access to any additional information, or to update the information in this ITT, or to correct any inaccuracies that may become apparent. SLH reserves the right, without prior notice, to change the procedures outlined in this ITT or to terminate discussions and the delivery of information at any time before entering into an agreement.

## Canvassing

Bidders are required to return with their bid the Non-Canvassing Certificate set out in Appendix 4.

## Non-collusion

Bidders are required to return with their bid the Anti-Collusion Certificate set out in Appendix 3.

## Copyright

The copyright in this ITT is vested in SLH and may not be reproduced, copied or stored in any medium without the prior written consent of SLH. This ITT and any document issued to bidders supplemental to it shall remain the property of SLH and shall be returned upon demand.

## Publicity

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after conclusion of the Agreement, any publicity activity with any section of the media in relation to the Agreement other than with the prior written consent of SLH (in relation to the form and content of the proposed publicity).

## SLH’s right to reject bids

The issue of this ITT in no way commits SLH to enter into the Agreement or any other agreement whatsoever. SLH is not bound to accept any bid and reserves the right to accept any bid either in whole or in part.

SLH reserves the right to reject any or all of the responses received and discontinue the bidding process and/or reject any incomplete or incorrectly completed responses.

# Purpose of the Invitation to Tender (ITT)

## Purpose

This ITT provides the details of a competition being conducted by SLH to select a bidder. SLH's intention is that the Bidders' responses to this ITT will be the beginning of a process of working together in a spirit of constructive partnership to deliver the works required by SLH and to achieve the objectives outlined in section 3.

## Contact Information

The point of contact for bidders will be:

Procurement

South Liverpool Homes

Parklands

Conleach Road

Speke

Liverpool L24 0TY

Email: procurement@slhgroup.co.uk

All communication in respect of the bid process shall be in writing via e-mail to the e-mail address above placing “**Mobile Phone Contract**” in the subject box.

# Brief for the Mobile Phone Contract

## Overall objectives

SLH has a requirement for a new mobile phone contract based at its Head Office in Parklands, Conleach Road, Speke. This will replace the existing contract, which expires on 7th June 2017. SLH has a shared services agreement with Cobalt Housing; we would like the mobile phone contract to include both housing associations requirements. Cobalt Housing are currently in a separate contract with O2.

## Technical Specification

South Liverpool Homes is seeking a mobile phone contract provider to:

1. Provide a 24-month contract and call charges package across South Liverpool Homes and Cobalt Housing.
2. Provide customer services support for connections, handsets and act as first point of call for account management and fault diagnosis.
3. Supply additional hardware as detailed below.
4. Provide two raw CSV exports of call/data each month. One for each business. This is used for internal recharge purposes.
5. South Liverpool Homes and Cobalt Housing cover North and South Liverpool, but require a network with strong coverage in both areas as well as rest of Liverpool. SLH expects bidders to be able to evidence their ability to meet this requirement. Areas covered include L24/L19/L18/L9/L10/L11
6. Require a fault logging service which match South Liverpool Homes and Cobalt’s opening hours; 09:00 – 17:00 Monday to Friday.
7. Provide details of complaints procedure, and service levels/response.
8. Explain options for cancelling or changing any mobile connections.
9. Ability to invoice South Liverpool Homes / Cobalt Housing individually.

**South Liverpool Homes**

Current provider: Vodafone

Require 118 mobile connections

New handsets; 55x iPhone 7 Black, 1x iPhone 7 32GB Rose Gold, 4x iPhone 7 32GB Black, 5x Samsung XCover4.

*Voice / Data Considerations*

19x Data only connection of 4GB allowance, 1x Voice only connection, 33x Voice/Data Connection with minimal data (suggestion: 500mb. For use by lone worker devices), 65x Voice/Data Connection with 3GB allowance.

**Cobalt Housing**

Current provider: O2

Require 199 mobile connections, 88 of which will be new connections and used to accommodate the new Lone Worker Devices (SitexOrbis Code5 Device) which is outside this tender.

New handsets; 3x Nokia 216, 78x Samsung Galaxy A3, 16x Samsung XCover4

*Voice / Data Considerations*

14x Data only connections of 4GB allowance, 3x Voice only connection, 94x Voice/Data Connection with 3GB allowance, 88x Voice/Data Connection with minimal data (suggestion: 500mb. For use by lone worker devices).

Bidders can request call data, which will be last 3 months and anonymised.

## Timescales

The new contract should be in place before 7th June 2017. SLH is prepared to be realistic about timescales for delivery, and would expect a detailed project plan to be presented at project initiation.

## Information Security

SLH manages data carefully through the implementation of an Information Security Policy.

The Bidder is asked to give assurance that it has similar policies in place.

## Business Continuity

SLH manages the risk of business disruption and system downtime through the regular review and testing of its Business Continuity and ICT Disaster Recovery Plans. The Bidder is asked to give assurance that it has similar plans and testing in place.

## Client Team

SLH, through performance monitoring and regular contact with the Bidder, will manage the service. The nominated contract manager within SLH is the ICT Infrastructure Manager. SLH expects through the contract, to have a nominated contact with the Bidder.

## Health and Safety

In respect of each operation carried out, the Bidder shall have due regard to the safety of all persons and shall take all reasonable and necessary precautions to ensure their protection. In addition to the Bidder’s health and safety procedures and statutory requirements, the Bidder is expected to accept and adhere to SLH’s health and safety procedures.

## Provision of Equipment

The Bidder shall provide all requisite equipment and supplies for the proper execution of all work required to be carried out under this contract.

The Bidder shall provide all other items necessary to ensure compliance with their statutory responsibility in respect of safety, health and welfare.

## Corporate Responsibility

The Bidder will actively participate in the development of corporate responsibility practices that will bring benefit to the contract and the community.

## Publicity / PR / Advertising

The Bidder will not undertake any publicity in respect of the partnership without permission of SLH.

## Equality & Diversity

SLH expects the Bidder to comply with all SLH statutory and regulatory requirements as well as taking into account best practice. The Bidderis expected to have in place their own Equality & Diversity strategy and policies. Where this is not possible or practicable, the Bidderwill be asked to sign up and commit to South Liverpool Homes’ E&D strategy.

SLH expects the Bidderto ensure that they do not treat a group or individual less favourably because of their age, gender, disability, sexual orientation, race, religion, transgender status, nationality or economic status in relation to employment or delivering services. Failure to do this may result in the termination of the contract.

SLH use the awarding of tenders to ensure that:

* All contracts are delivered in a way, which is non-discriminatory, and promotes equality of opportunity for staff, the public, and businesses.
* The goods, works, and services provided by contractors cater for all users’ needs.
* Contractors are representative of the local population, or of the area from which the businesses are drawn, with respect to all diversity strands.
* Contractors work on a voluntary basis to promote equality of opportunity beyond the scope of the contract.

The Bidderis expected to provide statistical employment data relating to this contract across all diversity strands, this will normally be requested each quarter.

## Disclosure and Barring Checks

SLH will expect the Bidder to ensure and confirm that all their staff who have contact with SLH customers and SLH staff have a current enhanced DBS check The Bidderis expected to have in place their own DBS strategy and policies. Where this is not possible or practicable, the Bidderwill be asked to sign up to South Liverpool Homes’ strategy and commitment to DBS checks.

# **Bid requirements**

## General

This section provides bidders with details of the form and content of bids that are invited and sets out the procedural requirements with which bidders must comply when submitting bids in order for their bids to be considered by SLH. The process is intended to:

* assist SLH in choosing the most economically advantageous bid;
* make clear the requirements with which bidders must comply and the basis on which the bids will be evaluated; and
* Maintain competition throughout.

If a bidder does not comply with the requirements contained in this Section, SLH may (in its sole discretion) disqualify the Bidder from the competition.

## Single stage evaluation

This will take the form of an evaluation of written submissions in response to this brief.

SLH require a written submission with the bid as detailed below. For your guidance, you are advised to place the question at the head of the page and contain your response to the length advised. Any content in excess of that requested will not be marked or considered.

## Content of bids

All bids must consist of the following items/documents:

A copy of the covering letter at Appendix 2 signed by the person submitting the bid on behalf of the Bidder;

A completed Anti-Collusion Certificate in the form set out at Appendix 3, signed by the person submitting the bid on behalf of the Bidder;

A completed Non-Canvassing Certificate in the form set out at Appendix 4, signed by the person submitting the bid on behalf of the Bidder;

The completed Pricing Document set out in Appendix 1, along with Pricing Schedule.

4.3.5. Provide evidence of both employers and public liability insurance.

SLH require a Written Submission / Method Statement to be submitted with the bid as detailed below. For your guidance, you are advised to place the question at the head of the page and contain your response to the length advised. Any content in excess of that requested will not be marked or considered.

1. How the Bidder will work with SLH to achieve service deliverables as set out in section 3 above, (responses should not exceed one side of A4 paper);

4.3.6 The Implementation and Support Teams (responses should not exceed 2 sides of A4 paper)

* Detail the number of staff in the implementation team who will work on this project, detail their role, relevant technical skills and experience;
* Provide a summary of your support service. Explain how you will provide support to the delivered solution.

4.3.7. Financial Information - please provide

* Your latest audited accounts;
* Note our terms are 30 days with payment by Bacs.

4.3.8. Timescale (responses should not exceed 2 sides of A4 paper)

* Give your intended timescale for the project, identifying key milestones.

4.3.9. References (responses should not exceed 2 sides of A4 paper)

* Give a minimum of two names and contact details of existing, or previous clients where similar work has been completed and from whom SLH could obtain references.

4.3.10 Copy of the Bidders’ E&D policy and statement and current staffing profile across all equality strands.

4.3.11 Copy of bidders Terms & Conditions for supply and management of the contract.

In addition, SLH wishes to make it clear at the outset that it does not view appointments of this kind as a purely scientific process. A major consideration will be the evaluation team’s views on which of the competing organisations it will be able to work with best to achieve the desired outcomes for South Liverpool. SLH will appoint on a 40% cost, 40% solution and 20% ability matrix.

## Procurement timetable

The indicative timetable for the procurement process is as set out below:

|  |  |
| --- | --- |
| **Milestone** | **Date** |
| Issue of ITT to bidders | 13/04/2017 |
| Deadline for comments queries | 27/04/2017 |
| Deadline for bid submission | 04/05/2017 |
| Evaluation of pricing and written bids | 05/05/2017 |
| Confirmation of appointment | 09/05/2017 |
| Contract commencement | 07/06/2017 |
| Contract completion | 07/06/2019 |

# General matters and bid timetable

## Enquiries and communication

During the ITT stage, bidders may submit questions and requests for clarification or further information. Bidders should note the following procedure for obtaining further information or clarification on matters arising during the ITT stage:

Bidders shall address their questions and requests for clarification or further information to SLH’s representative, the contact details of whom are set out in section 2.2.above.

All questions and requests for clarification or further information and the corresponding responses, will be circulated by SLH to all bidders via the website.

A deadline of 27/04/2017 – noon will be imposed for comments and queries and requests for further information.

## Amendments to the ITT

SLH reserves the right to issue amendments or modifications to this ITT during the ITT stage. These will be amended on the website and bids will be assumed to take account of any such modifications and amendments.

## Procedure for the electronic submission of bids

SLH will only accept e-mail submissions. Bids should be in Microsoft Word, Excel **and** PDF format. The submission must be made to [tender.submission@slhgroup.co.uk](mailto:tender.submission@slhgroup.co.uk).

The bid team have no access to this e-mail address until the bid deadline of 17:00 on 04/05/2017. All bids not submitted by the bid deadline will be rejected.

If a bidder does not comply with the requirements contained in this Section, SLH may (in its sole discretion) disqualify the Bidder from the competition.

## Bidder Interviews

Following the deadline for bid submission, SLH will evaluate and score each bidder’s pricing submission and written bid against the evaluation criteria set out. Bidders may be invited to attend an interview to discuss the content of their written bid.

SLH reserves the right to amend the above timetable.

# Evaluation of bids

## Introduction

The purpose of this section is to provide information to bidders on the evaluation process for bid submissions and the criteria that will ultimately be used to select the winning bidder.

## Evaluation for compliance

Bids will be checked initially for compliance with this ITT and for completeness. Bids that are not substantially complete and/or compliant with this ITT may be rejected. During the evaluation period, SLH reserves the right to call for further information from the bidders to assist it in its consideration of their bids.

## Evaluation Criteria

All written bids will be evaluated based on the criteria set out below to determine the highest scoring bids. SLH has allocated a maximum score for each area as follows:

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Maximum Score** | **Bidders Score** |
| Pricing | 40 |  |
| Solution proposal | 40 |  |
| Ability to deliver | 20 |  |

**Ability to deliver**

* **Customer Service / Account Management (Weighting 20%):**

Contract management, reporting, account management, technical support, online account management/billing, network porting.

**Solution proposal**

* **Network coverage (Weighting 10%):**

Excellent geographic network coverage of the areas indicated in section 3.2. Identification of low/no signal areas.

* **Call and data solutions (Weighting 15%):**

Tariffs, bundles, Group calls, cross network calls, personal calls.

* **Hardware (Weighting 15%):**

Provision of device types, ongoing technical support, support for repairs/replacements, recycling of old devices.

**Pricing**

* **Price (Weighting 40%):**

The most economically advantageous tender.

The price element of the score is outlined in section 6.3 above. The lowest calculated cost, from Appendix 5 - Price Submission Template submitted, will be allocated the maximum score. Each of the higher priced tenders will then be weighted as a percentage against the cost that achieved the maximum score.

Example:

Lot 1: Bidder 3 submits the lowest overall price

|  |  |  |
| --- | --- | --- |
| **Candidate** | **Total Cost** | **Price Score** |
| 1 | £  132,000 | 37.88 |
| 2 | £  130,000 | 38.46 |
| 3 | £  125,000 | 40.00 |
| 4 | £  128,000 | 39.06 |
| 5 | £  130,000 | 38.46 |

Abnormally low Price

If an abnormally low bid is received, SLH will assess the risk to the provision and may notify the Candidate asking them to confirm their Prices or withdraw.

SLH reserves the right not to award and to exclude the Candidate.

## Scoring Matrix

|  |  |
| --- | --- |
| **Score** | **Scoring Reasons** |
| **0** | **Rejected** – Evidence is unacceptable or non-existent, or there is a failure to properly address any issues. |
| **1-4** | **Poor** – The evidence is deficient in certain areas where the details of relevant evidence require the reviewer to make assumptions. |
| **5-6** | **Satisfactory** – The evidence is acceptable, but with some minor reservations. The response deals only with processes and little output evidence is provided. |
| **7-8** | **Good** – The standard of evidence fully meets expectations. |
| **9-10** | **Outstanding** – The standard of evidence exceeds expectations. The response demonstrates clear and strong evidence of delivery as part of an integrated team and how this has become part of a continuous improvement process. |

**SLH’s evaluation team**

The evaluation team will consist of representatives from South Liverpool Homes project team, ICT and Cobalt Housing procurement team.

Appendix 1

**FORM OF TENDER**

|  |  |
| --- | --- |
| Tender Return Address:  South Liverpool Homes  Parklands  Conleach Road  Speke  Liverpool  L24 0TY | Registered Office:  South Liverpool Homes  Parklands  Conleach Road  Speke  Liverpool  L24 0TY |

Dear Sir/ Madam

**Mobile Phone Contract**

I/We,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereby agree to enter into a contract to undertake the above project in accordance with the tender documentation particulars, for the sum of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_ (words)

£\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (figures). Exclusive of VAT

In the event of this tender being accepted, I/We undertake to complete the whole of the project within project timetable.

I/We agree to hold this tender open for acceptance for a period of three months from the submission date, and it shall remain binding upon us and may be accepted at any time before expiration of that period, or any additional period agreed by us in writing.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the Capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorised to sign for and on behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We understand that the South Liverpool Homes is not bound to accept the lowest price of any tender.

Appendix 2

**Form of Covering Letter**

South Liverpool Homes

Parklands

Conleach Road

Speke

Liverpool

L24 0TY

Dear Sirs

**Mobile Phone Contract**

Having examined the Invitation to Tender and having satisfied ourselves as to all other matters relevant thereto, we confirm our bid to enter the Agreement with South Liverpool Homes.

We enclose our bid, and confirm that these comprise all of the documents required to be submitted in accordance with the matters set out in the Invitation to Tender.

We confirm that we agree with South Liverpool Homes in legally binding terms to comply with the provisions relating to confidentiality set out in Section 1.1 of the Invitation to Tender.

We confirm that in submitting our bid, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained in the Invitation to Tender).

Yours faithfully

Name and Position

Appendix 3

**Anti-Collusion Certificate**

**Mobile Phone Contract**

The essence of the public procurement process is that South Liverpool Homes shall receive *bona fide* competitive tenders from all bidders. In recognition of this principle we hereby certify that this is a *bona fide* bid, intended to be competitive, and that we have not fixed or adjusted the bid by or under or in accordance with any agreement or arrangement with any other bidder (other than a member of our own consortium). We have not and insofar as we are aware neither have any of our employees, consultants, advisers, agents, officers or subcontractors:

1. Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of any bid or the conditions on which any bid is made; or
2. Informed any other person, other than the person calling for this bid, of the content of the bid, except where the disclosure was necessary for the preparation of the bid for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the bid; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) and (2) above; or
4. Committed any offence under the Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; Bribery Act 2010 or
5. Offered or agreed to pay or give any sum of money, inducement 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 bid or proposed bid any act or omission; or
6. Canvassed any other persons referred to in paragraph (1) above in connection with the Agreement; or
7. Contacted any officer of South Liverpool Homes about any aspect of the Agreement except in a manner permitted by the Invitation to Tender.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs (1) to (7) above before the hour and date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting Agreement continues in force between us (or our successors in title) and South Liverpool Homes.

In this certificate

The word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed: Signed

For and on behalf of:

Dated

Appendix 4

**Non-Canvassing Certificate**

**Mobile Phone Contract**

I/we hereby certify that I/we have not canvassed or solicited any officer or employee of South Liverpool Homes in connection with the award of the Agreement and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we hereby further undertake that I/we will not in the future canvass or solicit any officer or employee of any South Liverpool Homes company in connection with the award of the Agreement and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed: Signed

For and on behalf of:

Dated