

12/10/2017

Dear Sir / Madam,

Contract Title: **Provision of a Hosted Health, Safety and Compliance System**

Tender Reference: HSNS2017

Stockport Homes (SHG) 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 Questionnaire
Part 7	Form of Tender
Part 8	Form for Non Canvassing
Appendix number	Title of Appendix
1	Terms and Conditions
2	Pricing Schedule
3	Tender 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 5 years from the date of award of the Contract, subject to satisfactory performance, with a possible two year extension on agreement between the parties.

The closing date for return of Tenders is 16<sup>th</sup> November 2017. Tenders should be returned to: [procurementshl@stockporthomes.org](mailto:procurementshl@stockporthomes.org)

Under no circumstances will late Tenders be considered.

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

Mr Neil Smith  
Health & Safety Officer  
Stockport Homes Ltd  
Cornerstone  
2 Edward Street  
Stockport  
SK1 3NQ

neil.smith@stockporthomes.org  
0161 474 2872

If you are shortlisted for an interview, you will be contacted by SHG by week commencing 4<sup>th</sup> December 2017. Please note that it is intended that interviews will be held week commencing 11<sup>th</sup> December 2017. These dates may be subject to change.

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

Yours sincerely

Diane Laming

Head of People and Organisational Development



Proud to be part of **SHG**

TENDER DOCUMENTATION

TENDER FOR THE SUPPLY OF

**Provision of a Hosted Health, Safety and Compliance System**

TENDER REFERENCE NUMBER: HSNS2017

CLOSING DATE FOR SUBMISSION OF TENDER APPLICATIONS

16<sup>th</sup> November 2017

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 Group (SHG) 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 SHG 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 SHG 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 SHG's Procurement Officer without delay, please mark emails F.A.O The Procurement Officer and send to [procurementshl@stockporthomes.org](mailto:procurementshl@stockporthomes.org)
- 1.5 It is the sole responsibility of the Tenderer to ensure their tender is received in time, and to register for any relevant procurement portals in advance. Tenders received after the closing date will not be accepted.
- 1.6 Completed tenders are to be returned by email to [procurementshl@stockporthomes.org](mailto:procurementshl@stockporthomes.org). Tenders submitted by other means will not be accepted. You should receive an automated response when Your Tender is received into the Procurement Inbox, if you do not receive
- 1.7 Clarification questions relating to this tender must be emailed to [neil.smith@stockporthomes.org](mailto:neil.smith@stockporthomes.org). The deadline for receipt of clarification question is 7 calendar days before the tender return deadline. Responses given to clarification questions will be shared with all tenderers, unless you expressly require it to be kept confidential at the time the request is made. Should SHG 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 16<sup>th</sup> November 2017 12 noon.
- 1.10 Tenders must be accompanied by:
  - A signed form of offer
  - A signed Non Canvassing Form
  - A signed completed Tender Response Questionnaire
  - Completed Pricing Schedule

## **PART 2 – CONDITIONS OF TENDER**

### **Period of Validity**

2.1 The tender shall be open to acceptance by SHG 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 SHG and must be returned on demand.

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

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

2.5 As part of SHG'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, SHG 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, SHG 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 SHG 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 SHG 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 SHG 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 SHG 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 SHG

## **Award Criteria**

2.13 The Contract shall be awarded on the basis of the most economically advantageous tender (MEAT), using the criteria as outlined in the attached specification.

2.14 SHG is not bound to accept the lowest or any offer

2.15 The successful offer including any post tender clarification, together with SHG's written acceptance, and the tenderer's acceptance of SHG's standard Terms and Conditions will form a binding contract between SHG 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.

## **Interviews**

2.17 Interviews may be conducted to gain understanding and clarification of tenders. It is not envisaged that every tenderer will, necessarily, be invited to interview. Those tenders invited

to attend interview will be invited on the basis of an appraisal of the tender pricing data and preliminary marking of the tender quality submissions. It is envisaged that a maximum of 5 Tenderers will be invited to interview. The procedure for interviews will be advised when required.

### **Tender Assessment**

2.18 Tenders will be assessed by an Assessment Panel consisting of relevantly experienced members of SHG staff. Members of the Assessment Panel will independently award marks for each of the tender responses provided, based against an award criteria. The Assessment Panel will then meet as a group and agree on a final score for each of the tender responses, based on comparison of their individual scores against the award criteria as detailed at section 6.4

Details of the scores given for each of the areas assessed will be fully recorded and will be communicated to tenderers before the award of the contract.

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

2.19 Tenderers attention is drawn to TUPE requirements. TUPE may apply to the transfer of the contract from the present provider to the new one, giving the present provider's staff (and possibly also staff employed by any present sub contractors) the right to transfer to the employment of the successful tenderer on the same terms and conditions.

2.20 Tenderers must be prepared to accept all liabilities that may arise as a consequence of the application of TUPE, and should seek independent professional advice on the effect of TUPE.

### **Social Value**

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

### **Living Wage**

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

### **Modern Slavery Act**

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

### **Canvassing**

- 2.24 Any tenderer who directly or indirectly canvasses any Member of SHG 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 SHG, 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 SHG and the successful tenderer.

### **Period of Contract**

- 3.2 It is anticipated that this contract shall commence on 01 February 2018 and run for a period of 5 years with a potential extension period of 2 years

### **Contract Management**

- 3.3 The Contract Manager for this contract is Mr Neil Smith, Health and Safety Officer.
- 3.4 The successful Tenderer shall provide SHG 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 SHG as required.

### **Contract Performance Review**

- 3.5 The contract performance will be reviewed regularly, at a frequency set by SHG. 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 SHG.

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

- 3.6 SHG 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 Mr Neil Smith, Health & Safety Officer, Stockport Homes Ltd, Cornerstone, 2 Edward Street, Stockport, SK1 3NQ

### **Subcontractors / Suppliers**

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

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

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

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

### **4.0 About Stockport Homes**

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

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

### **4.1 The ASPIRE Culture**

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

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

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

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

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

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

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

### **4.2 Mission Statement**

One Team Transforming lives

## **4.3 Aims**

### **SHG Aims:**

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

### **Stockport Homes Aims:**

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

## **PART 5 – SERVICE SPECIFICATION**

Stockport Homes invites tenders for a Hosted Health, Safety and Compliance System that will allow us to standardise our safety operations while ensuring accountability for actions throughout the whole organisation.

While the list below details the main requirements, the solution must be capable of handling our compliance needs by offering the versatility to adapt to changing circumstances and requirements without the need for specialist programming skills:

- Risk assessment
- Incident management
- Auditing
- Asset management
- Reporting and dashboards
- Workflow and alerts
- Contractor management

It is the intention of Stockport Homes to secure a five-year contract with the option of a two-year extension for the system. The intended implementation date is 01<sup>st</sup> April 2018

## 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 SHG's Tender Response questionnaire

Criteria / Questions	Weighting
Price	40%
Quality Questions	60%
Total	100%

The Criteria / Questions Weighting is broken down as follows:

ID	Criteria	Low Level weighting	High Level weighting
Supplier Questionnaire			
Section 1	Supplier information	Not scored	N/A
Section 2	Grounds for Mandatory Exclusions - part 1	Pass/Fail	
	Grounds for Mandatory Exclusions - part 2	Pass/Fail	
	Grounds for Mandatory Exclusions - part 3	Pass/Fail	
Section 3	Grounds for Discretionary Exclusions - part 1	Pass/Fail	
	Grounds for Discretionary Exclusions - part 2	Pass/Fail	
Section 4	Economic & Financial Standing – part 1	Pass/Fail	
	Economic & Financial Standing – part 2	Pass/Fail	
Section 5	Parent Organisation	Not scored	

Section 6	Technical & Professional Ability – part 1	N/A	
	Technical & Professional Ability – part 2	N/A	
	Technical & Professional Ability – part 3	N/A	
Section 7	Modern Slavery- part 1	Not scored	N/A
	Modern Slavery – part 2	Not scored	
Section 8	Additional Questions - Insurance	Pass/Fail	
	Additional Questions - Apprenticeships	Not scored	
	Additional Questions – Living wage	Not scored	
Section 9	Mandatory Question		
9.1	Response to Mandatory question	Pass/Fail	
9.2	Response to Mandatory question	Pass/Fail	
9.3	Response to Mandatory question	Pass/Fail	
9.4	Response to Mandatory question	Pass/Fail	
9.5	Response to Mandatory question	Pass/Fail	
9.6	Response to Mandatory question	Pass/Fail	
9.7	Response to Mandatory question	Pass/Fail	
9.8	Response to Mandatory question	Pass/Fail	
9.9	Response to Mandatory question	Pass/Fail	
9.1	Response to Mandatory question	Pass/Fail	
These responses will only be considered and marked if the scoring of the previous section has reached the minimum standard			
Section 10	Quality Questions		
10.1	Response to General System requirements	10%	40%
10.2	Response to Technical & Security considerations	10%	
10.3	Response to Reporting requirements	10%	
10.4	Response to Workflow requirements	10%	
10.5	Response to Risk Assessment requirements	16%	
10.6	Response to Incident Management requirements	16%	
10.7	Response to Auditing requirements	14%	
10.8	Response to Asset Management requirements	14%	
10.9.1	Response to Method Statement – Implementation Approach	25%	20%
10.9.2	Response to Method Statement – Systems Training	25%	
10.9.3	Response to Method Statement – Post Implementation & Ongoing Support	25%	
10.9.4	Response to Method Statement – System Upgrades	25%	
	Pricing schedule	N/A	40%
	Interviews/Presentations	Not Scored	N/A
	Form of Tender and acceptance of Terms and Conditions	Pass/Fail	N/A

Where sections are scored, the following methodology will apply to each of the questions asked:

Assessment	Detail	Score
Excellent	Excels in meeting the criteria	5
Good	Meets the criteria	4
Satisfactory	Meets the criteria in most aspects, fails in some	3
Unsatisfactory	Fails to meet the criteria in most aspects meets it in some	2
Poor	Significantly fails to meet the criteria	1
Not to be considered	Completely fails to meet the criteria	0

### **Evaluation Process:**

The evaluation of the Tender Response will be based on a 60 /40 quality / price split

#### Quality

60% will be awarded to highest scoring bid

All other bid prices will be awarded a relative percentage to the highest bid using the following process:

**score of bid being evaluated / score of highest scoring bid x 40**

#### Price

40% will be awarded to the lowest priced bid

All other bid prices will be awarded a relative percentage to the highest bid using the following process:

**lowest priced bid % / bid price being evaluated x 40**

## 6.5 **PRICING SCHEDULE**

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 GROUP ("SHG")

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

..... (registered office) hereby Tender and undertake to execute and complete all the services required to be performed in accordance with the terms and conditions of the Contract for the provision of a Hosted Health, Safety and Compliance System.

I/We agree that this Tender shall remain open to be accepted or not by SHG 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 GROUP (SHG)

I/We hereby certify that I/we have not canvassed or solicited any Member or employee of Stockport Metropolitan Borough Council or SHG 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 SHG 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 \_\_\_\_\_

