

29/05/2018

Dear Sir / Madam,

Contract Title: Stockport Homes Limited Access and Safety Equipment Inspection Contract

Tender Reference: MHAcess2018

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 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 4 years from the date of award of the Contract, subject to satisfactory performance.

The closing date for return of Tenders is 12 noon Thursday 14th June 2018. Tenders should be returned to 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:

Mark.harrington@stockporthomes.org

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

Yours sincerely

Mark Harrington
Facilities Management
Stockport Homes Group
Directorate of Property and Maintenance Services
Cornerstone
2 Edwards Street
Stockport
SK1 3NQ
mark.harrington@stockporthomes.org
07913675895



Proud to be part of **SHG**

TENDER DOCUMENTATION

TENDER FOR THE SUPPLY OF
ACCESS AND SAFETY EQUIPMENT INSPECTION CONTRACT

TENDER REFERENCE NUMBER: MHAcess2018

CLOSING DATE FOR SUBMISSION OF TENDER APPLICATIONS

12 NOON 14TH JUNE 2018

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 Canvassing

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 immediately; 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 mark.harrington@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 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 noon 14th June 2018
- 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. Performance will be reported monthly in an electronic format by the contractor and then reconciled at the quarterly review meetings with SHL. The contractor is to submit a monthly KPI report detailing their performance against the parameters laid out below.

- Servicing within schedule – progress against programme – target - 100%

Should performance be unsatisfactory then SHL will reserve the right to issue notice and terminate the contract.

SHL reserve the right to require additional monitoring information throughout the duration of the contract.

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 the most economically advantageous tender (MEAT), using the criteria as outlined in the attached specification.
- 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.

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. 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 SHL staff. Members of the Assessment Panel will independently award marks for each of the tender responses provided, based against an award criteria, after which the panel will come together to moderate and agree a single score for the Quality Criteria.

SHL reserves the right to not mark any Tenders that score a Fail in a pass / Fail question.

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 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 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

- 2.23 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

- 2.24 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 TBC and run for a period of 4 years.

Contract Management

- 3.3 The Contract Manager for this contract is Mark Harrington.
- 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 The successful contractor should supply an electronic consolidated invoice on a monthly basis, by the 15th of the month following completion of works. For example, all works completed in April would be invoiced as a consolidated monthly charge by 15th

- 3.7 Invoices are to be sent to TBC

Subcontractors / Suppliers

- 3.7 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

- 3.8 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 (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 SPECIFICATION

5.1 EXECUTIVE SUMMARY

Stockport Homes Limited (SHL) is seeking quotes to give qualified companies the opportunity to be considered to enter into a contract with SHL to deliver Access and Safety equipment service regime in a selection of SHL buildings. The contract will also include for delivering a service regime to 3rd party customers to which SHL deliver facilities management services to through a service level agreement, this currently includes schools and elderly persons care homes.

5.2. AIMS AND OBJECTIVES

The aim of the contract is to ensure that all access equipment fixed permanently on SHG property's is tested in-line with LOLER and current standards. This includes that eyebolts, edge protection and cable safe systems (man safes) equipment installed within SHL buildings and the buildings of third party customers is tested and maintained in line with the British Standard Code of Practice and under the requirement of LOLER.

As well as the LOLER regulation requirements the contractor will be required to carry out rope access works for maintenance on a number of buildings as and when required including some yearly works for warranty. These include but are not limited to roof cleaning and inspection on high-rise buildings where no permanent access equipment fitted or access is restricted, Roof garden cutting on new builds by the use of a cable system and riser access for ad hoc work where there are no floors.

Site visits to be arranged to inspect sites before submission as required.

5.3. CRITICAL ISSUES

Monitoring arrangements

Call outs will be issued with an expected maximum timescale of 24 hours to react.

ALL service visits must be completed on or in the 2 weeks before due date.

The successful contractor's performance will be monitored against feedback from staff and users of the facilities, alongside the above response times.

Payment Terms

The successful contractor should supply an electronic consolidated invoice on a monthly basis, by the 15th of the month following completion of works. For example all works completed in April would be invoiced as a consolidated monthly charge by 15th May. SHL operate on the basis of 30 day payment terms.

Health and Safety Requirements

Risk assessments – the successful contractor will be expected to complete site specific risk assessments for the work to be carried out

Accident Reporting – Any accidents that take place on SHL property or during work carried out on behalf of SHL must be reported to the Mechanical Manager.

The successful contractor must to be an approved member of the following body:

- IRATA

There would also be a requirement to complete and have verified the SHL pre-qualifying questionnaire before contract commencement.

Standards and Regulations

The contractor shall ensure that their response allows compliance with the following standards, for duration of the contract:

1. LOLER regulations 1998
2. IRATA Standards
3. The Management of Health & Safety at Work Regulations: 1999, as amended.

Safeguarding

The successful contractor must comply with the requirements on SHL's Safeguarding Policy – a copy of which can be obtained from SHL upon request. In addition it is expected that any contractor employees carrying out service or call out visits to schools have been DBS checked and approved.

Asbestos

Asbestos Containing Material's (ACM's) may be present within, or adjacent to the area of work. The successful contractor will be given access to the SHL asbestos management web portal and will be expected to check the asbestos register for each premise, prior to starting work. Care and attention is required at all times. Where the contractors' operative believes that ACM's are present they are to stop work immediately, close off the area and inform the Mechanical Manager.

Prior to carrying out any works on site that will disturb the fabric of the building, including but not limited to the floors, walls and ceilings, the contractor shall notify the Mechanical Manager at SHL.

5.4. SPECIFICATION

The supplier is required to provide the following services:

- **Programme of Works**

The successful contractor will be responsible for ensuring all access equipment including eyebolts, cable systems (man safe) and edge protection equipment within the schedule of buildings are tested and maintained in line with British Standard and to LOLER regulations 1998

In addition, the contractor will carry out rope access work to carry out cleaning and maintenance of roofs and outside buildings where specialist equipment and training is required.

The current schedule of building is:

- SHL buildings – 24 sites
- 3rd party customer buildings – 1 site

These volumes may fluctuate throughout the terms of the contract and the successful contractor would be expected to adapt accordingly.

The successful contractor will be expected to provide an annual service visit to each building. In addition the successful contractor must be able to provide a call out service during working hours (Mon-Fri 8:00am – 5:00pm).

The successful contractor will be required to provide a certificate of inspection. Listing all the equipment inspected and confirming that they have been tested in accordance with current regulation. If there are found to be any non-conforming items of equipment details should be given of the remedial work carried out/required to bring up to standard.

Within SHL buildings and community centres, all non-conformities, up to the value of £250, should be carried out on the inspection visit and detailed as such on the certificate of inspection.

For inspections in 3rd party customer buildings, a quotation will need to be provided to address all non-conformities and a separate order will be given for their completion upon SHL receiving approval for the works.

All quotations for 3rd party customers or for work over £250 in SHL buildings and community centres should be issued within 3 working days. Where an order is subsequently provided to carry out the quoted works, work should be completed within 5 working days.

The contractor will be responsible for arranging access for service visits and call outs with the relevant building manager.

Following each annual service visit the contractor is required to provide an up to date asset register detailing – location of equipment, type of equipment, action carried out on service, next service exchange due.

- **Call Out Service** – the successful contractor shall provide a call out service during working hours to refill used fire extinguishers or repair faulty equipment.
- **Invoices** - The successful contractor should supply an electronic consolidated invoice on a monthly basis, by the 15th of the month following completion of works.
- **Paperwork** – All certificates of inspection and accompanying asset registers should be provided electronically as individual documents, by the 15th of the month following the service visit. SHL request that any hand written documentation be legible and reserve the right to reject paperwork if not. Where a quotation is required, this should be provided electronically along with a copy of the relevant certificate of inspection.
- **Resources** – the successful contractor shall appoint a Contract Manager, who will hold regular meetings with SHL as deemed appropriate. The successful contractor shall provide all labour, materials etc. to carry out the required work. The use of subcontractors for contract delivery is not permitted during the term of the contract unless approval is given by SHL.
- **Personnel** – The successful contractor shall ensure that the personnel employed on the contract are suitably trained, experienced and capable of carrying out the work in every respect. The successful contractor must provide documentary evidence indicating the competence of the personnel employed on this contract as requested. The successful contractor shall ensure all its personnel who carry out work on this contract have photographic ID. The use of apprentices is encouraged on this contract.
- **Membership of Regulatory Bodies** - It is a requirement that all personnel carrying out the service visits and call outs are qualified IRATA level 3 for roof access and full trained eye bolt, edge protection and man safe system Servicing Technicians. In addition the successful contractor must also be an approved member of one of the following:

- CHAS
- Construction Line
- Safe Contractor

It is also expected that the successful contractor will be proactive in informing SHL on any changes to British Standard Code of Practice and industry best practice and advising on any changes required to working methods or procedures as a result.

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	80%
Quality Questions	20%
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
Certification for IRATA Level 3 Operatives on site supervising rope access work	PASS/FAIL
Evidence that all personnel carrying out the service visits and call outs are qualified technicians	PASS/FAIL
Confirmation that employees carrying out service or call out visits to schools have been DBS checked and approved	PASS / FAIL

Quality Questions	20%
Pricing Schedule	80%
Presentations / Interviews	To be advised as appropriate
Form of Tender and acceptance of terms and conditions	PASS / FAIL

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

Price Evaluation Process:

80% will be awarded to the lowest priced bid, subject to the quality of the bid being acceptable.

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

RELATIVE PERCENTAGE = lowest priced bid % / bid price being evaluated x 40

6.5 Supplier Questionnaire (Appendix 3)

PLEASE COMPLETE THIS QUESTIONNAIRE AFTER THOROUGHLY READING ALL DOCUMENTATION

6.6 PRICING SCHEDULE 80%

Please complete the attached pricing schedule (in excel format) 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/Wecarrying 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 Access and Safety Equipment Inspection Contract for SHL.

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 _____

