

# **Invitation to Tender**

## **Structural Engineering Services**

Issued 09/01/17

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## Appendix A – Specification

## 1.0 Introduction to Leeds Federated

Leeds Federated Housing Association (The Association) is a registered social landlord formed in 1974 for the benefit of the community. The Association has a central office in Leeds.

The Association employs approximately 120 staff and provides approximately 4,000 homes in Leeds, Harrogate and Wakefield Districts.

The approximate housing portfolio breakdown is:

3100	general needs properties
390	supported housing properties
260	sheltered properties
200	shared ownership properties
150	non-social properties

Our vision statement describes what the Association is aiming to achieve over the medium to long term:

### **Building Futures Together**

The vision statement reflects our aim to grow through *building* more homes. It is our intention to enable our customers to consider their *future* knowing they have a place they can call home. The Association will work *together* with staff, customers and other stakeholders in making our vision a reality.

The three goals of the Association are as follows:

**1. Sustain**

We will provide good quality homes that people want to live in and provide value for money services, delivering quality at an affordable cost. We will maintain a healthy business in terms of its finances, expertise and governance.

**2. Innovate**

We will make the best use of technology to improve the efficiency and effectiveness of services and find ways to work smarter. We will adapt to change in our business and operating environment to remain competitive.

**3. Grow**

We will expand our delivery of good quality homes and identify new business opportunities to enhance Leeds Federated's viability. We will grow our capacity, skills and influence to support the business.

## 2.0 Background Information

This document sets out the Association’s requirements for the provision of Structural Engineering Services and provides information about the Association and the key criteria for this contract. Importantly, it also contains the specific requirements that tenderers are to respond to, as well as setting out the evaluation criteria and scoring system that the Association will be using to apply to responses.

The tender documents include:

- This invitation to tender
- Certificate of Non Collusion
- Form of Tender

Any queries should be placed in writing (e.g. email) and directed to Joanne Harrison, Procurement & Contracts Coordinator, email: joanne.harrison@lfha.co.uk. **The latest date for the receipt of queries is 20/01/17**

A full list of any queries raised by a tenderer during the tender stage will be created and disseminated to all tenderers at the same time (if and when they occur), via an update to the Contracts Finder notice.

## 3.0 Timescale

Circulate Invitation to Tender	09/01/17
Submission of tenders	12.00 noon 31/01/17
Evaluation of tenders	01/02/17 – 27/02/17
Internal Board approvals	09/03/17
Notice of Award	10/03/17 – 14/03/17
Appoint contractor / Contract signature	10/03/17 – 24/03/17
Contract start date	01/04/17

Dates are correct at time of publishing the Invitation to Tender and may be subject to change

## 4.0 Brief

- 4.1 Upon instruction of the Association, carry out full structural survey investigation of property with recommendations of remedial works. A list of various archetypes for separate costs are provided within the pricing matrix.
- i. Price to include all standard communication (instruction, queries etc.) This should include letters/emails & phone communication with both the Association and the customer where required.
  - ii. A price is also requested for attendance/support to an optional follow up site meeting following the issuing of a report.
  - iii. Site surveys are to be completed within 5 working days of instruction subject to availability of suitable appointment slot by LFHA customer. The report/recommendation shall be received by the Association within 5 working days of the site visit.
  - iv. All reports/communication must be issued by an accredited member of a relevant professional association

### 4.2 Rates

The Association is looking to have in place **Pre-Agreed, Fixed Rates** for all items provided under the agreement for the duration of the contract term. That is to say that the rates may not be increased by the tenderer from year 1 of the agreement to years 2 and 3.

Tenderers are referred to the Pricing Matrix and Form of Tender within this Invitation to Tender to provide details of their prices.

### 4.3 Performance Reviews

Should a review meeting be required, these shall be at the intervals and at a venue to be determined by the Association. For the avoidance of doubt, attendance at such meetings will be at no additional cost to the Association.

4.4 Through this tendering exercise, for the provision of structural engineering services, the Association would like to appoint a Partner who shall offer throughout the 3 year contract period:

- Complete supply chain management solution
- Best Value for money
- Comprehensive management information
- Process improvement through innovation
- High customer satisfaction
- Consolidated monthly invoices
- Advice on any legislative requirements related to the contract

## 5.0 Key Performance Indicators (KPI's)

Indicator	Service Level to be Achieved
<b><i>Service Delivery</i></b>	
Attend to carry out site survey within 5 working days of instruction	100%
Receipt by LFHA of final structural report/recommendation within 5 working days of site visit	100%
<b><i>Financial Performance</i></b>	
Accurate and timely invoices issued monthly	100%

## 6.0 Evaluation of Tender Submissions

- 6.1 The Association reserves the right to exclude a Tender from evaluation if it does not conform to the tender requirements or does not demonstrate sufficient capability to perform the required work.
- 6.2 Award will be based on the most suitable solution and most economically advantageous tender received, where Price tendered accounts for 90% of the overall score and credentials / accreditation of the Tenderer accounting for 10%.
- 6.3 The scoring mechanism is as follows:

### i. Pricing: (90% of the overall score)

This sets out the pricing information required by the Association for evaluation and appointment of the successful Partner(s).

A price score shall be calculated using a 'basket of goods' approach to the Tenderer's prices for each tender by reference to the lowest tender, which is given a points score of 100. One point shall be deducted from each of the other tenders for each percentage point above the lowest in accordance with the following formula:

$$\text{Maximum Available Price Score (100)} \times \frac{\text{Lowest Price received}}{\text{Tenderer's Price}}$$

A maximum price ratio score of 90% shall be given to the lowest price. The price ratio score shall then be calculated for each other tender according to the points achieved as a proportion of 100.

Tenderers shall note that tenders considered to be priced very low shall be scrutinised to ensure that this is not as a result of a failure to understand the requirements of the Contract. The Association shall have the right to disregard any tender that it considers to be abnormally low.

### ii. Quality (10% of the overall score)

This measures the responses to the Quality Questions set and will be scored in accordance with the table below:

Evaluation of answer	Marks
Nil response (no answer provided)	0
Completely fails to meet required standard	1
Response significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals	2
Response falls short of achieving expected standard in a number of identifiable respects	3
Response meets the required standard in most material respects, but is lacking or inconsistent in others	4
Response meets the required standard in all material respects	5

The responses to the questions should be strictly restricted to the page count identified. Responses will only be evaluated up to the specified page count per question. Text that exceeds the specified page count will be discounted. All tender responses must be submitted as a read-only MS Word document with 'Arial' Font, size 11.

The highest scoring Tenderer for **Quality** will be awarded the full 10% available. The remaining Tenderers will be awarded a percentage score based on the following calculation.

$$\text{Maximum Available Quality Score (10)} \times \frac{\text{Tenderer's Total Score out of 10}}{\text{Highest Score awarded out of 10}}$$

- iii. The adjusted percentage scores for Quality/Price will be added together to give an overall percentage score.

## 7.0 Terms of Appointment

- 7.1 The contract will be awarded on the basis of the most economically advantageous tender, and Tenders will be evaluated on the offer price and on the Tenderer's experience and capability.
- 7.2 Appointment will be on the basis of mutually agreed Terms & Conditions. Please supply a copy of any standard terms of sale, to be supplemented if required with terms on Data Protection and Client Data as below
- 7.3 The Association reserves the right to award a contract for all or any part of the work specified in this invitation to tender, or not to award a contract.
- 7.4 The Association may award a task or series of tasks to the awarded Partner, another Partner or retain the task and carry it out itself.
- 7.5 The Association does not guarantee any award of work or any minimum payment to the Partner under this Agreement.
- 7.6 The tenderer acknowledges and agrees that the Association shall have no liability whatsoever (whether under Term Partnering Agreement, statute, tort or otherwise) in respect of any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity in the event that the Association:
- (i) reduces or reallocates any amount of works awarded to the Partner; or
  - (ii) does not award any work to the Partner under this Agreement.

## 8.0 Terms and Conditions

- 8.1 The Association reserves the right to award a contract for all or any part of the work specified in this Invitation to Tender, or not to award a contract. The Association also reserves the right to award the contract to more than one Tenderer.

- 8.2 The successful Tenderer will be required to sign and abide by a contractual agreement, and will submit staged invoices and reports in the prescribed format at intervals determined by the Association.
- 8.3 Any variations to the fee due to fundamental changes in the nature of the project shall be by negotiation between the parties.
- 8.4 It is expected that the Contractor will maintain the following insurances at Contract award:
1. Employers Liability Insurance for a sum insured of not less than £5,000,000
  2. Public Liability Insurance for a sum insured of not less than £2,000,000
  3. Professional Indemnity Insurance for a sum insured of not less than £2,000,000

The Tenderer will supply the Association with full particulars of such insurance to accompany their Tender submission.

#### 8.5 Data Protection

(i) The appointed Partner will:-

1. Duly observe their obligations under the Data Protection Act 1998 and associated Regulations to ensure full compliance with the law relating to personal information.
2. In this clause references to Personal Data are to be interpreted as defined in the Data Protection Act 1998 ("DPA") and related case law. The Partner shall comply with all relevant provisions of the DPA and do nothing which causes, or may cause, The Association to be in breach of its obligations under the DPA. In particular, to the extent that the Partner acts as a Data Processor in respect of any Personal Data pursuant to this Agreement, the Partner shall only process such Personal Data as is necessary to enable it to fulfil its obligations under the contract and only in accordance with instructions from the Association. The parties hereby agree that the Association shall be the Data Controller in respect of such Personal Data.

(ii) The Partner shall:

1. Implement technical and organisational measures in place to protect any personal data it is processing on The Association's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction, damage, alteration or disclosure and undertakes to maintain such measures during the course of this Contract. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data which is to be protected.
2. Take all reasonable steps to ensure the reliability of its staff having access to any such Personal Data.
3. Monitor and maintain the integrity of all Personal Data in full accordance with the Data Protection Principles.
4. Obtain prior written consent from the Association in order to transfer the Personal Data to any sub-contractors or affiliates to fulfil their obligations under this Contract. This is subject to the confidentiality issues as set out in this document.
5. Ensure that all employees of the Partner who reasonably require access to the Personal Data are informed of the strict confidential nature of the Personal Data; and

6. Ensure that no employees of the Partner publish, disclose, or divulge (whether directly or indirectly) any of the Personal Data to any third party unless directed in writing to do so by The Association.
7. Notify The Association within 5 (five) working days if it receives any complaint, enquiry or request from any person whatsoever relating to The Association's obligations under the DPA.
8. At its sole cost, promptly to provide The Association with full cooperation and assistance in relation to any complaint, enquiry, or request made to the Partner which shall include, but shall not be limited to:
  - (i) Providing to The Association full and complete details of the complaint, enquiry or request;
  - (ii) Complying with a data access request and within the relevant timescales as set out in the Data Protection Legislation and in accordance with The Association's instructions;
  - (iii) Providing to the Association any and all Personal Data it is in possession of in relation to tenants/ residents and shall do so within the timescales required by The Association and notified to the Partner; and
  - (iv) Providing to The Association any and all relevant information requested by the Association.
9. Upon reasonable notice, allow the Association access to any premises owned or controlled by the Partner to enable the Association to inspect and audit its procedures and shall, upon the Association's request from time to time, prepare a report for the Association in respect of the technical and organisational measures it has in place to protect the Personal Data.
10. Warrant that it has submitted, pursuant to section 18(1) of the DPA, a notification to the Information Commissioner (as defined by the FOIA) and shall keep that notification correct, complete and up to date.
11. Not transfer any Personal Data (whether in whole or in part) to any country outside of the European Economic Area unless authorised in writing to do so by the Association and, where the Association authorises such transfer, the Partner shall fully comply with:
  - (i) The obligations of the Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by the provision of an adequate and appropriate level of protection in respect of any Personal Data which is transferred in accordance with this and;
  - (ii) Any reasonable instructions notified to the Partner by the Association.
12. Upon the termination of this Agreement for whatever reason, unless notified otherwise by the Association or required by the law, immediately cease any and all processing of the Personal Data on the Association's behalf, and destroy or provide to the Association with a copy of all such Personal Data on suitable media.
13. Upon receipt of any request from the Association to do so, promptly amend, transfer, or delete the Personal Data (whether in whole or in part). Upon deletion of the Association's data, the Partner will not be able to provide any reports or other benefits relating to any deleted data.
14. When required to collect any Personal Data on behalf of the Association, ensure that the Partner provides to the Data Subjects, from whom the Personal Data is collected, with a fair processing notice in a form to be agreed by the Partner.
15. Comply with all reasonable requests or directions by the Association to enable The Association to verify and / or procure that the Partner is in full compliance with its obligations under this contract.

## **9.0 Submitting your Tender Proposal**

- 9.1 All tenderers are deemed to have made sufficient allowances for all proposed pricing requirements including contingencies where required. Contingencies or other like allowances are to be clearly indicated on the Tender submission.
- 9.2 The tenderer must acquaint and satisfy themselves with all conditions likely to affect the execution of any of the Services.
- 9.3 The Association will not be liable for any expenses incurred by the tenderer in the preparation of its Tender.
- 9.4 The tenderer shall complete the Form of Tender in respect of this contract.
- 9.5 The tenderer shall comply with the Non Collusion Statement in respect of this contract and date and sign the Statement accordingly.
- 9.6 Tenderers must submit a hard copy of their response to the Association.
- 9.7 Tenderers must not submit their response to this invitation to tender electronically. A soft copy of the response on CD or memory stick should be included with the hard copy.
- 9.8 Tenderers must use the Return Label Provided and ensure that they deliver their tenders on time.
- 9.9 Proposals must be received by 12.00 noon 31/01/17 by post to Joanne Harrison – you must use the Tender return label on page 17 of this ITT. There must be no other markings anywhere on the envelope whatsoever. Please enclose a hard copy that is signed, and a soft copy on CD / USB stick.
- 9.10 Failure to comply with these requirements may invalidate your tender.

## **10.0 Supporting Documentation Checklist**

10.1 Please ensure that you check carefully and include with your response to this Tender:

- (i) The Form of Tender (Section 13)
- (ii) Completed Pricing Matrix
- (iii) Response to Quality Questions
- (iv) Signed Certificate of Non Collusion (Section 14)
- (v) Return Label – (page 17)
- (vi) Copies of Insurances (Section 8.4)
- (vii) Copy of standard Terms & Conditions of Sale (Section 7)
- (viii) Soft copy of the tender

## 11.0 Quality Questions

11.1 The Tenderer is requested to provide details of Accreditations and Qualifications held by the Company and individuals who will compile the survey reports / recommendations

**(Two sides of A4. Weighting = 3. Max Score 5 x 2 = 10)**

11.2 **Maximum marks available for Quality = 10**

11.3 Included with the tender response you are asked to provide the following items. Please note that these are for information purposes only and will not be scored by the Association, although the references will be obtained to give assurance / confidence in the tender responses.

- (i) Company details: Company Background, services provided and location of base.
- (ii) Dates and details of last audit.
- (iii) Referees: minimum of 2 referees.
- (iv) Contact details for follow up communication regarding your tender

## 12.0 Pricing Matrix

Structural Survey		
Line	Property Bands	Price (exc. VAT)
A	Ground Floor Flat	
B	Intermediate Flat	
C	Top Floor Flat	
D	1/2 Bed Back to Back House	
E	1/2 Bed Through/End Terrace House	
F	3+ Bed Back to Back House	
G	3+ Through/End Terrace House	
H	Semi-Detached House	
I	Detached House	
K	Follow up site visit	
L	Ad hoc Hourly Rate	

## 13.0 Form of Tender

Leeds Federated Housing Association Ltd  
Arthington House  
30 Westfield Road  
Leeds  
LS3 1DE

### TENDER FOR: Structural Engineering Services

I / We understand that:

- (a) This Tender shall be returned in an envelope with the label provided attached to the front so as to reach this office not later than 12.00 noon 31/01/17
- (b) The lowest or any Tender will not necessarily be accepted by Leeds Federated Housing Association Ltd, and no allowance or payment will be made for making any Tender.
- (c) We have examined and agree to the Specification, have submitted only one bid and agree to the contract terms.
- (d) We understand that it is our responsibility to ensure that the contract documents have been completed correctly.
- (e) The Tender Price must stand for period of 13 weeks from the date of submission of the Tender.

### PRICE

I/We, having read the Conditions of Contract and Specification delivered to me/us and having examined the information referred to therein, do hereby offer to execute and complete in accordance with the Conditions of Contract the whole of the Works described for the sum as identified in the enclosed Pricing Matrix

I/We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the pricing submitted by me/us, these errors will be corrected in accordance with Alternative 1 contained in Section 6 of the 'Code of Procedure for Single Stage Selective Tendering 1989'

Company Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Tenderer: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 14.0 Certificate of Non-Collusion

The essence of tendering is that Leeds Federated Housing Association Ltd shall receive bona fide competitive tenders from all organisations tendering. In recognition of this principle, I/we certify that this is a bona fide Tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the return date for this Tender any of the following acts:-

1. Communicate to a person other than the person calling for these tenders, the amount, or approximate amount of the proposed Tender;
2. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offer or pay or give or agree to pay or give any sum or money 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 tender or proposed tender for the work any act or things of the sort described above.

In this certificate, the word 'person; includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

### CONFLICT OF INTEREST STATEMENT

Leeds Federated Housing Association Ltd must ensure that it does not contravene Schedule 1, Part 1 of the Housing Act 1996, i.e. Leeds Federated Housing Association Ltd may not make a payment or grant a benefit to a Committee or Board Member, Officer or Employee of the Client save and except in certain specified circumstances. Leeds Federated Housing Association Ltd therefore requires Tenderers to answer the following questions:

1. Has any Director, Partner or Associate been an employee of Leeds Federated Housing Association Ltd within the last five years?

YES/NO (if yes please give details)

2. Please state if any Director, Partner or Associate has a relative(s) who is an employee of Leeds Federated Housing Association Ltd at a senior level or is a Board, Committee, or Panel Member of the Association.

3. Please state if any Directors, Partners or Associates of your firm have any involvement in other firms who provide or have provided services to Leeds Federated Housing Association Ltd.

YES/NO (if yes please give details)

1. Is any Director, Partner or Associate an existing tenant or leaseholder of Leeds Federated Housing Association Ltd?

YES/NO (if yes please give details)

**Note:** A relative is defined as a person's spouse, parent, grandparent, child, grandchild (including illegitimate children and grandchildren) brother and sister. Technically the term relative does not include any relationship that is not by blood, marriage, civil partnership or co-habitation; however, if considered close the same criteria should apply

Signature : \_\_\_\_\_

On Behalf of:  
(Full Name of Tenderer) \_\_\_\_\_

Address (In the case of a Limited Liability Company the registered office):

Date: \_\_\_\_\_

**Tender Return Label**

**TENDER – DO NOT OPEN**

Tender Title: **Structural Engineering Services**

Return Date: 31/01/17

Deadline for Return: 12.00 noon

Leeds Fed contact: Joanne Harrison

To: Joanne Harrison  
Leeds Federated Housing Association  
Arthington House  
30 Westfield Road  
Leeds  
LS3 1DE

This label **MUST** be used to submit your tender  
There must be **no other identifying markings** anywhere on the envelope whatsoever

LEEDS FED USE ONLY  
**Date received:**  
**Time Received:**  
**Initials:**

**It is Leeds Federated policy not to consider LATE tender submissions**

## 15.0 Appendix A – Specification

### 15.1 Appointments

Appointment dates/slots (AM/PM) will be mutually agreed between the Service Provider and LFHA. If the first available appointment is outside of the 5 working day period due to the availability of LFHA's customer this will not be detrimental to the Service Providers KPI's.

### 15.2 Report / Recommendation

- i. Recommendation should contain sufficient detail to enable LFHA to issue tender to third-party contractor for rectification works (where required).
- ii. Price to include all standard communication (instruction, queries etc.) This should include letters/emails & phone communication with both the Association and the customer where required.
- iii. A price is also requested for attendance/support to an optional follow up site meeting following the issuing of a report.
- iv. Site surveys are to be completed within 5 working days of instruction subject to availability of suitable appointment slot by LFHA customer. The report/recommendation shall be received by the Association within 5 working days of the site visit.
- v. All reports/communication must be issued by an accredited member of a relevant professional association

### 15.3 Invoicing

- i. One invoice should be submitted per month for reports completed in that month
- ii. Invoices should contain LFHA order number, name of LFHA originator, site address and date of site visit.
- iii. Orders will be issued by LFHA with the value for the works required included. Any variation to this value must be agreed and the order altered accordingly by LFHA before the invoice is issued. Failure to follow this process will result in the invoice being rejected.
- iv. Invoices will be paid 30 days from receipt of an accurate invoice.

## References

Please provide the names and contact details of **two** recent clients to whom you have Structural Engineering Survey Services to who we can without further permission seek references. References will be taken up at a subsequent stage.

**REFEREE 1:** Name of organisation:

Address:

Telephone:

Email:

Name of person to contact:

Brief description of product/ service/ works provided:

**REFEREE 2:** Name of organisation:

Address:

Telephone:

Email:

Name of person to contact:

Brief description of product/ service/ works provided: