

**Invitation to Tender for**

**The Provision of Scaffolding**

**Contract reference 380**

**Revision Control**

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| **Revision** | **Comments** | **Issued by** | **Date** |
| 1.0 | Published version | NL | 21/08/2017 |
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1. **Background and Information Relating to the Contract**
	1. **Overview of Wythenshawe Community Housing Group**

Wythenshawe Community Housing Group Limited (WCHG) was established in April 2013, when Parkway Green Housing Trust (PGHT) and Willow Park Housing Trust Limited (WPHT) entered into a group structure. The Group owns and manages approximately 14,000 homes for rent in East and West Wythenshawe, Manchester. The Parent and Subsidiaries are charitable companies limited by guarantee and are registered with Companies House and the Homes and Communities Agency (HCA).

 The total number of staff employed by WCHG is c570.

 The vision of WCHG is defined below:

 **One Community**

* Shared standards
* Protecting the safe enjoyment of our homes
* Providing and sustaining community resources

**One Service**

* Being there for you when you need us
* One point of contact to resolve issues
* Services that reach everyone

**Creating a better future for our Neighbourhood**

* Providing the opportunity for people to learn skills and get employment
* Providing new homes and investing in our existing homes
* Supporting our schools to provide young people with the best life chances

**Our Values**

* Honesty
* Respect
* Communicate
* Team work
* Passion

 **5-year Strategic Plan**

Our 5-year Strategic Plan sets out in simple terms our direction of travel leading to towards 2020. No-one can accurately predict the future but our ability to respond flexibly, with a clear sense of purpose will help the Group enhance its mission through its organisational values. The delivery of our vision for the business is what underpins all our work.

Our 2020 key challenges detailed below will be our strategic focus to 2020;

1. Growth
2. Services
3. Partnerships
4. Viability
5. Community Investment
6. Towards Independence

A full version of the plan can be found [here](http://www.wchg.org.uk/wp-content/uploads/Wythenshawe-5-Year-Strategic-Plan-2014.pdf)

* 1. **Overview of the Contract**

The scope of the proposed Contract includes the provision of scaffolding work.to approximately 320 properties per annum owned or maintained by WCHG. The scope of the work includes the erection, maintenance and subsequent dismantling of temporary scaffolding as ordered from time to time in accordance with the conditions of Contract.

WCHG intends to award the Contract to a total of 2 Successful Bidders, with the work distributed equally. The Successful Bidders shall not be permitted to subcontract the work.

* 1. **Purpose of the Invitation to Tender**

This ITT provides the details of a competition being conducted by WCHG to select the Successful Bidders for the Contract.

* 1. **Contact information**

All communication in respect of the bid process shall be addressed via e-mail to:

* Main contact – Carl Burgess - Carl.Burgess@wchg.org.uk
* Additional contact – Darren Lewin **-** Darren.Lewin@wchg.org.uk
	1. **Duration of the Contract**

It is envisaged that the Contract with the Successful Bidder shall last for an initial period of 3 years, with an option to extend at WCHG’s sole discretion for 1 year and 1 further year, giving a total potential term of 5 years.

* 1. **Specification**

Section 1.2 contains a broad description of the Works to be provided by the successful Bidder under the Contract. Full details of the Works to be provided under the Contract are contained in the Specification set out at Appendix 1 of this ITT. The Successful Bidder shall be required to comply with the Specification in providing the Works.

* 1. **Pricing**

 As part of their bid submission Bidders shall complete and return the Pricing Document set out at Appendix 2 of this ITT. The completed Pricing Document shall be taken into account by WCHG in evaluating Bidders’ bids.

If a Bidder is successful in its bid for the Contract, then the Pricing Document it submitted as part of its bid shall be referenced in the Contract it enters into with WCHG and shall be used in calculating the amount payable to the Successful Bidder under the Contract.

* 1. **Conditions of Contract**

The Conditions of Contract that WCHG proposes to enter into with the successful Bidder is set out at Appendix 6 of this ITT.

* 1. **Not Applicable**

1. **Important Notices for Bidders**

This Invitation to Tender (“ITT”) is being made available only to those Bidders who have been selected by WCHG to bid for the Contract (hereinafter referred to as the **“Contract”**). This ITT is made available on condition that it is to be used in connection with bidding for the Contract and no other purpose whatsoever.

* 1. **Confidentiality**

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

* + 1. at all times treat such information as confidential;
		2. not disclose, copy, reproduce, distribute or pass the information to any other third person or allow any of these things to happen; and
		3. not use the information for any purpose other than for the purpose of making (or deciding whether to make) a bid for the Contract.

Notwithstanding the conditions referred to in paragraphs 2.1.1 to 2.1.3 above, Bidders may disclose, distribute or pass information to another person if:

* + 1. 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
		2. WCHG gives its prior written consent in relation to such disclosure, distribution or passing of information.

WCHG may disclose any information relating to the bids to its directors, officers, employees, agents or advisers. WCHG also reserves the right to disseminate information that is materially relevant to the Contract to all Bidders, even if the information has only been requested by one Bidder. WCHG shall act reasonably as regards the protection of commercially sensitive information relating to the Bidder.

* 1. **Accuracy of information and liability of WCHG and its advisers**

The information contained in this ITT has been prepared by WCHG in good faith but does not purport to be comprehensive or to have been independently verified. WCHG does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes 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 WCHG shall make their own enquiries and investigations of WCHG'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 shall be relied upon as a promise or representation as to the future and WCHG 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. WCHG 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 the Contract.

* 1. **Anti-collusion**

Any Bidder who, in connection with the competition for the selection of Bidders for the Contract:

* + 1. fixes or adjusts its bid by or in accordance with any agreement or arrangement with any other Bidder;
		2. enters into any agreement or arrangement with any other Bidder to refrain from making a bid or to alter, in any way the content of any bid to be submitted;
		3. causes or induces any person to enter into any such agreement as referred to in paragraph 2.3.1 or 2.3.2 above or to inform any other Bidder of the content of any other bid for the Contract;
		4. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done any act or omission in relation to any other bid or proposed bid for the Contract; or
		5. communicates to any person (outside its consortium, its professional and financial advisers other than WCHG or any person duly appointed by WCHG) the content of its proposed bid,

shall be disqualified (without prejudice to any other civil remedies available to WCHG and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the competition for the Contract. Bidders are required to return with their bid the Anti-Collusion Certificate set out at Appendix 4.

* 1. **Non-canvassing**

Any Bidder who, in connection with its bid for the Contract

* + 1. offers an inducement, fee or award to any representative of WCHG or any person acting as an adviser to WCHG in connection with the selection of Bidders for the Contract; or
		2. does anything which would constitute a breach of the Bribery Act 2010,

shall be disqualified (without prejudice to any other civil remedies available to WCHG and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the competition for the Contract. Bidders are required to return with their bid the Non-Canvassing Certificate set out at Appendix 5.

* 1. **Copyright**

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

* 1. **Confidentiality**

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

* 1. **WCHG’s right to reject bids**

Notwithstanding anything else stated in this ITT, the issue of this ITT in no way commits WCHG to enter into the Contract or any other agreement whatsoever. WCHG is not bound to accept any bid and reserves the right to accept any bid either in whole or in part.

Bids shall be checked initially for compliance with the requirements of this ITT and for completeness. Clarification may be sought from Bidders in order to determine if a bid is complete and compliant. Bids that are not substantially complete and/or compliant with the requirements of this ITT may be rejected.

* 1. **Time**

WCHG reserves the right, in its absolute discretion to amend the timetable or extend any time period in this ITT.

* 1. **Bid costs and loss of profits**

 Bidders shall bear their own costs and in no circumstances whatsoever shall WCHG become liable for any bidding costs, nor shall WCHG be liable for any loss of profits, loss of Contracts or other costs or losses suffered or incurred by a Bidder as a result of that Bidder not being awarded one or more Contracts pursuant to this procurement process. WCHG shall similarly not be liable in the event that the procurement process is cancelled, whatever the reason.

1. **General Matters**
	1. **General approach**

Although this ITT is not subject to the Public Contracts Regulations 2015, Bidders are reminded that WCHG shall conduct the process in accordance with the key EU principles of transparency, non-discrimination and equal treatment.

* 1. **Enquiries and communication**

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

* + 1. Bidders shall address their questions and requests for Clarification or further information to the contact point set out at Section 1.4 above;
		2. on receipt of a request for Clarification or further information, WCHG may, at its sole discretion, endeavour to respond to the Bidder and provide such Bidder with any additional information to which WCHG has access, but WCHG shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information (and absence of a response from WCHG shall not entitle a Bidder to make any particular assumptions about the matters sought to be clarified);
		3. Except as stated below, all questions and requests for Clarification or further information and the corresponding responses, shall be circulated by WCHG to all Bidders;
		4. When submitting a question or request for Clarification or further information, Bidders shall indicate whether or not they believe the question or request for Clarification or further information is commercially confidential to them and shall not therefore be shared with other Bidders. Any such question or request for Clarification or further information shall be marked ***‘Confidential – not to be circulated to other Bidders*’;**
		5. If WCHG considers that, in the interests of open and fair competition, it is unable to respond to the question or request for Clarification or further information on a confidential basis, it shall inform the Bidder who has submitted it. The Bidder shall as soon as practicable thereafter request that either the query be withdrawn or treated as not confidential;
		6. All questions or requests for Clarification or further information shall be submitted **no later than 14.00 hours on 01/09/2017**. Requests/questions received after this time shall not be responded to by WCHG.
	1. **Amendments to the ITT**

WCHG reserves the right to issue amendments or modifications to this ITT during the ITT stage. These shall be issued to all Bidders simultaneously and bids shall be assumed to take account of any such modifications and amendments.

* 1. **Not applicable**
	2. **Procedure for the submission of bids**

Bidders shall submit one (1) comb bound hard copy and one (1) electronic copy bid by **no later than 14.00 hours on 08/09/2017**, to the following name and address:

Wythenshawe Community Housing Group

Wythenshawe House

8 Poundswick Lane

Wythenshawe

Manchester

M22 9TA

To submit a bid, the Bidder shall:

Seal the bid the “Inner” envelope bearing the name of the Bidder, using the attached template at the rear of this document.

The sealed inner envelope shall be placed within the addressed “Outer” envelope, using the attached template at the rear of this document. The “Outer” envelope shall not display any Bidder identifiable markings or franking.

Hard copy ITTs shall be comb bound in numerical order.

Electronic storage formats shall be in USB flash drive format only. Electronic ITT documents shall be submitted in the published format only, and Bidders shall not change the format of the ITT documents.

Please provide your response to this ITT by completing the required documents. Please do not provide separate or different types or formats of documents unless specifically requested to do so.

Please note that the designated limits on length of responses set out in the ITT shall be strictly adhered to. Any question response exceeding the designated limit shall be disregarded beyond that limit. Unless specifically requested to do so, please do not include or upload any standard marketing or promotional material within your answer as this shall be disregarded.

Supporting information (appendices, attachments etc.) shall be presented in the same order as, and shall be referenced to, the relevant question.

Late submissions shall not be accepted.

Bidders are strongly recommended not to leave their ITT submission to the last minute. WCHG shall not be held liable for failures to submit an ITT on time due to technical issues reported less than 24 hours before the submission deadline.

* 1. **Not applicable**

* 1. **Procurement timetable**

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

|  |  |
| --- | --- |
|  **Stage**  | **Date** |
| ITT made available to Bidders | 21/08/2017 |
| Deadline for requests for Clarification | 01/09/2017 |
| Deadline for submission of bids  | 08/09/2017 |
| Completion of evaluation of and notification of result | 15/09/2017 |
| Contract commencement | October 2017 |

WCHG reserves the right to amend the above timetable.

1. **Bid Return Requirements**
	1. **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 shall comply when submitting a bid in order for their bid to be considered by WCHG. The process is intended to:

* + assist WCHG in choosing the most economically advantageous bid;
	+ make clear the requirements with which Bidders shall comply and the basis on which the bids shall be evaluated; and
	+ maintain competition throughout.

If a Bidder does not comply with the requirements as set out at this Section 5, WCHG may (in its sole discretion) disqualify the Bidder from the competition.

The bid and any supporting documentation shall be appropriately cross-referenced to this ITT. Bids shall be as clear and concise as possible, in order to enable WCHG to evaluate bids in accordance with this ITT.

Bidders shall confine each response to the question being asked. WCHG shall only evaluate each response against the relevant question. Any Bidder response that is applicable to more than one question shall be repeated as necessary.

Any question response exceeding the designated limit shall be disregarded beyond that limit.

All bids shall be submitted in English. Bidders are reminded that Variant Bids shall not be accepted.

All pricing shall be **exclusive** of Value Added Tax (VAT).

* 1. **Content of bids**

All bids shall consist of the following items/documents:

* + 1. Confirmation of acceptance of the Specification as set out at Appendix 1 and the Conditions of Contract Specification as set out at Appendix 6, signed by the authorised signatory submitting the bid on behalf of the Bidder;
		2. The completed Pricing Document set out in Appendix 2;
		3. A copy of the Form of Tender as set out at Appendix 3 signed by the authorised signatory submitting the bid on behalf of the Bidder;
		4. A completed Anti-Collusion Certificate as set out at Appendix 4, signed by the authorised signatory submitting the bid on behalf of the Bidder;
		5. A completed Non-Canvassing Certificate as set out at Appendix 5, signed by the authorised signatory submitting the bid on behalf of the Bidder;
		6. A comprehensive Written Return as set out in Appendix 7, specifying how the Bidder shall carry out the Works to be provided under the Contract;
		7. An Anti-Slavery and Human Trafficking Statement setting out how the Bidder has taken steps to ensure that slavery and human trafficking is not taking place in any part of the business or supply chains. The Successful Bidder shall be required to provide an updated statement annually.
1. **Evaluation of Bids**
	1. **Introduction**

The purpose of this Section is to provide information to Bidders on the evaluation process for bid submissions and the criteria that shall be used to select the successful Bidder.

* 1. **Evaluation for compliance**

Bids shall 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, WCHG reserves the right to call for further information from the Bidders to assist it in its consideration of their bids.

* 1. **Evaluation criteria**

Bids for the Contract for shall be evaluated on the basis of the criteria set out below to determine the most economically advantageous tender (MEAT). WCHG has allocated a maximum score for each element as follows:

|  |  |  |
| --- | --- | --- |
| **Area** | **Criteria** | **Weighting** |
| **Quality\*** | **Technical Ability** | **7.5%** |
| **Contract Management** | **7.5%** |
| **Health and Safety** | **5%** |
| **Customer Care** | **5%** |
| **Social Value** | **5%** |
| **Price\*\*** | **Pricing Document** | **70%** |
| **Overall Weighting** | **100%** |

\* Bidders shall refer to Appendix 7 of this ITT for further details of the % weighting that shall be given to each individual element of the Quality criteria.

\*\* Bidders shall refer to Appendix 2 of this ITT for an explanation as to how the Pricing Document shall be scored.

1. **Glossary of Terms**

|  |  |
| --- | --- |
| **Term** | **Meaning** |
| Bidder | The organisation(s) formally invited to submit a tender |
| Clarification | A request from a Bidder for further information regarding the content of the tender documents |
| Contract | The formally agreed document that is created between WCHG and the successful Bidder |
| Evaluation Criteria | The list of key criteria that is used to assess a Bidder’s tender |
| ITT | The Invitation to Tender document issued to Bidders |
| MEAT | The most economically advantageous tender (where the quality and price are evaluated) |
| Pricing Document | The schedule containing the Bidder’s tender pricing proposal |
| Regulations | The Public Contracts Regulations 2015 that governs the award of public contracts in the UK. |
| Scoring Methodology | The basis on which bids are to be scored against the [Evaluation Criteria](http://www.procurementportal.com/glossary/#Award criteria). |
| Specification | The technical statement of what is to be provided under the scope of the Contract |
| Successful Bidder | The organisation formally appointed as the Contractor |
| TUPE | The Transfer of Undertakings (Protection of Employment) Regulations 2014 |
| Variant Bid | A bid which is different from that specifically requested by the [Contracting Authority](http://www.procurementportal.com/glossary/#Contracting authority) in the tender documents |

**Appendix 1** **– Specification**

1. **Scope of Contract**

The scope of the Contract includes the provision of scaffolding Work to approximately 320 properties per annum owned or maintained by WCHG. The scope of the Work includes the erection, maintenance and subsequent dismantling of temporary scaffolding as ordered from time to time in accordance with the conditions of Contract.

The Contractor shall undertake approximately 50% of the estimated number of properties per annum (160 properties). The Contractor is not permitted to subcontract the Works.

The overall aims of the Contract are:

* To provide safe means of access equipment to assist in all high-level Works undertaken by WCHG
* To ensure the safety of WCHG employees working at height
* To ensure the safety of other WCHG employees working close to activities at height
* To ensure the safety of tenants and members of the public who may be affected by the proposed Work
* To deliver a safe, cost effect service in line with the repairs carried out by WCHG
1. **Location of Contract**

The Works shall be located in and around the Wythenshawe area and includes all WCHG domestic and commercial properties.

1. **Operation of the Contract**

**Works Orders**

The Contract Administrator shall issue an official Works Order to the Contractor to execute jobs at a specified address within a specified Period. Works may be ordered on the telephone by an Authorised Officer, and followed by a confirmation Works Order, which shall be issued within five working days. All Works Orders shall be in writing and no payment shall be made in respect of Work undertaken without a written Works Order.

The Contractor shall acquaint and satisfy himself with all conditions likely to affect the execution of any of the Works Orders issued, including the types, construction and location of the dwellings and buildings, as no claim by the Contractor for additional payment shall be allowed on the grounds of any misunderstanding, or ignorance due to lack of knowledge of local conditions, regulations or requirements on which the Works Orders are to be executed.

The Contractor shall at all times employ sufficient labour and supply materials and suitable and sufficient plant and equipment to ensure that all Works Orders placed are started and completed within the Response Repair Period (which commences from the time of the issue of the Works Order) to the entire satisfaction of the Contract Administrator.

The Contractor shall be required, notwithstanding the expiry of the Contract Period on the date as stated in the Contract Details to complete, to the satisfaction of the Authorised Officer, all Works Orders issued to the Contractor before or on the date of expiry of the Contract Period. WCHG reserves the right to withdraw any Works Order at any time. The Contractor shall make no charge if a Works Order is withdrawn before work has commenced.

The Contractor shall note that due to variations in the amount of Work available at any one time it is not possible to guarantee continuity of Work. It is to be noted that Works Orders shall be issued on an irregular basis. Due to the unpredictable nature of property maintenance, the Contractor shall allow for irregular workload patterns. WCHG shall make all reasonable efforts to arrange for Works Orders to be prioritised with a view to avoiding excessive demands on the Contractor’s labour capacity.

**Hours of Work**

The Contractor shall normally carry out Work between the hours of 7.30am and 6.00pm Monday to Friday and 8.00am and 1.00pm on Saturday. Work before or after these times may only be carried out with the prior approval of the Contract Administrator, the tenant and adjacent tenant and/or residents in respect of occupied properties.

The Contractor shall be sensitive to religious and cultural events celebrated in a diverse community and shall respect the wishes of residents in not carrying out work on these days, except in Emergencies threatening the structural stability of the dwelling and the health and safety of the tenants.

WCHG maintains a call handling service which receives emergency repair requests during the hours of 6.00pm and 8.00am, Monday – Friday; from 1.00pm Saturday continuously until 8.00am on the following Monday; and 24 hours continuously throughout Bank and Public Holidays commencing at 6.00 pm on the last full normal working day prior to such periods until 8.00 am on the next full normal working day.

The Contractor is to place himself in direct telephone communication with the WCHG and/or third party agency as appropriate in order that all such requests for Out of Hours Emergency Work can be promptly notified to the Contractor. Under no circumstance will an ‘Answerphone’ or similar indirect communication procedure be allowed and the Contractor is to allow for providing such Out of Hours Emergency Work.

The Contractor must respond immediately to any Out of Hours Emergency Repair Work Orders and certainly within 2 hours. Due to the nature of the work it is quite likely that the Contractor will only be able to “make safe” although if it is possible to effect a complete repair within 2 hours then the Contractor shall do so

**Contract Administrator**

The Contract Administrator shall issue oral or written instructions from time to time, and the Contractor shall comply with such instructions. Any instructions are given orally must be confirmed in writing, by the Contract Administrator, within five working days.

The Contract Administrator shall be at liberty to order any extra Work or, to vary the Work or, to omit any part of the Work.

If, during the execution of the Work as indicated on the Works Order, the Contractor considers extra/varied work is necessary, then the Contractor shall immediately seek the Contract Administrator’s instructions.

If after receipt of any Works Order and/or Contract Administrator’s other written instruction the Contractor does not comply, WCHG may employ and pay other persons to carry out the Works. Any additional costs, including administrative costs, incurred, shall be deducted by WCHG from any monies due, or to become due, to the Contractor under this Contract or shall be recoverable by WCHG as a debt.

The Contract Administrator may issue instructions requiring the exclusion from the Contract of any person employed by the Contractor.

**Contract Manager**

The Contractor shall employ upon the Contract a competent person to undertake the role of the Contract Manager. The Contract Manager shall act on any instructions given to him by the Contract Administrator. Any such instructions shall be deemed to have been issued to the Contractor.

The Contractor is to ensure that the Contract Manager can be contacted by means of mobile phone or other form of communication approved by the Contract Administrator during all normal working hours and that the Contractor can contact his operatives during all normal working hours.

**Inspection and Completion of the Works**

Repairs ordered will not normally have been the subject of pre‑inspection by the Contract Administrator and therefore the Works Order may only give an indicative notification of the Work required.

The Contractor shall carry out all required pre‑inspection and/or identification of the Work required in order that the Work can be completed and shall have deemed to have allowed for all costs that compliance with the procedure will entail within his rates.

The Contractor is required to notify WCHG by email or fax (or by direct computer link if this is in operation) prior to the completion Work being the subject of the Works Order to enable the Contract Administrator to arrange with the Contractor to hold either a joint pre-completion or a joint post completion inspection. Failure to undertake this requirement could prevent additional Works Orders being issued to the Contractor.

The Contractor shall leave the Work complete and in a clean sound and perfect condition, and during the execution of the works and at completion shall clear away all rubbish and make good at his own expense to the satisfaction of the Contract Administrator, any damage which may have been caused to any property of the WCHG by his employees.

**Invoicing and Payment**

The Contractor shall submit to the Contract Administrator detailed invoices monthly together with authorised time sheets for Work undertaken on Daywork, which shall form the basis for calculating any amounts due to the Contractor under this Contract

The Contractor shall complete and return the duplicate copy of the Works Order and signed slip from the tenant or other authorised WCHG representative confirming that the Work has been carried out satisfactorily (forming part of the original Works Order) before any payment in respect will be authorised or made.

All invoices submitted by the Contractor shall quote the number of the Works Order, the Address, and priced value and a brief description of the Work carried out and shall include the value of Value Added Tax properly chargeable to the WCHG in carrying out the Works Order. Invoices shall detail the dates that the Works commenced and completed to the satisfaction of the Contract Administrator.

Within 14 days of receipt of any invoice submitted by the Contractor, the Contract Administrator shall either, approve such invoice and authorise payment or alternatively, reject the invoice and return it to the Contractor, stating the reasons for rejection, for corrective action and resubmission.

The final date for payment to the Contractor of any interim amount so authorised shall be 14 days from the date of approval.

1. **Works Specification**

The Contract shall consist of the following Scaffolding Works:

* Edge protection or oversail scaffold by 1.5 metre per elevation to facilitate roof Works
* Scaffold for carrying out Work on the external elevations of WCHG properties including Work at the perimeter of the roof
* Chimney saddles to facilitate the repair or removal of chimneys
* Scaffold for internal use including stair well towers

The Contractor shall comply all times with the following:

* All Work shall be conducted in accordance with:
	+ Health and Safety at Work Act 1974
	+ Construction (Design and Management) Regulations 2015
	+ Work at Height Regulations 2005
	+ All relevant industry guidance and industry best practice
* No equipment shall be left in situ over night without specific prior authorisation
* All operatives working on site shall have the required skills, knowledge, training and experience to complete the Works
* All equipment supplied shall meet the relevant standards applicable and shall be in a good state of repair
* All trainees shall be supervised directly by an operative who has the required skills, knowledge, training and experience to complete the Works
* All Work shall be supervised by an operative who has the required skills, knowledge, training and experience to complete the Works
* Equipment shall not obstruct access and egress routes including emergency escape windows
* All Work shall be accompanied by handover documentation to include an inspection of the finished assembly and to be completed by an operative with the relevant skills, training knowledge and experience
* All supplied equipment shall be fitted with a Scafftag or similar tagging system

**General**

* All scaffolding shall be erected in accordance with the requirements of the Safe Working Policy, and to comply with the recommendations of BS 5973:1981 TG20 “Code of Practice for access and working scaffolding”
* Where a working platform is required at heights of 2 metres and above, a properly constructed scaffold shall carry that platform
* Toe boards and guardrails shall be fitted to working or access platforms and to stairs where people working on them can fall 2 metres or more. Materials shall not be thrown, tipped or allowed to fall off scaffolds or working platforms
* Scaffolds shall be erected by competent persons and if over 5m high, that person shall be trained and certificated
* Partly dismantled (or completed) scaffolds shall have notices displayed stating "DO NOT USE"
* Scaffolds shall be of approved materials and in good condition
* All materials are to be inspected prior to use
* Scaffolds shall be rigid and on a sound foundation
* Sole plates shall carry a minimum of two standards and wherever possible be placed parallel to the face of the building
* Standards to be upright at all times
* Ledgers to be horizontal and fixed with load bearing couplers
* Gaps in working platforms are not to exceed 25mm wide, where necessary the inside boards to be secured to achieve this. No gap is to exceed 6 square inches anywhere. Where third parties are at risk, no gaps are acceptable - nothing shall be allowed to fall through or off the platform
* Sufficient positive ties to the main walls of buildings shall be fitted
* Scaffold shall be erected so that 1 selected window is operable from the inside by the occupants, when no operative is on the scaffold
* Fans and/or working areas over entrances and exits shall be double boarded with a continuous membrane between to stop ANY matter falling through
* Where scaffolding above second storey eaves level is required the Contractor shall be required to submit an engineer’s design before the commencement of the erection of the scaffolding, and supply a certificate from a Member of the Institute of Structural Engineers indicating that the Scaffolding Works are in good condition and comply in all respect with all relevant Codes of Practice. Any subsequent alterations to the scaffolding etc. shall be additionally certified
* The Contractor shall allow for full access to buildings and thoroughfares to be maintained at all times. The Contractor shall obtain all necessary licences for scaffolding erected over public footpaths, etc., and provide all necessary lighting. All roads and footpaths are to be maintained in use. The Contractor is to allow for all necessary safety barriers, markers and signs for pedestrians and vehicles
* All ladders shall be removed from scaffolding or rendered inaccessible at the end of each working day and at every weekend or Bank Holiday. When removed, they shall be securely locked in the Contractor’s store or removed from the site. All other necessary security actions deemed necessary by the Contractor shall also be taken such that all other plant and scaffolding works, both complete and incomplete, are left in a safe and secure manner.
* Scaffolding may be required to be dismantled and subsequently re-erected if work is stopped for more than three days for any reason (e.g. over Christmas or Easter Periods)
* Signs are to be attached if the scaffolding is to be erected for a period exceeding 2 weeks. This sign is to be size 600 x 1200 and state **“Working with Wythenshawe Community Housing Group”**. The Contractor is to allow for all costs in connection with this instruction
* Scaffolding and temporary roofs requiring protection from lightning strike (in accordance with the recommendations of BS 7671 and BS Code of Practice 6651; 1985 ‘Protection of Structures against Lightning’ special reference to Clauses 26.2 and Clause 31) shall be certified by a qualified electrical engineer at commencement. They shall be tested and certified at not less than monthly intervals and additionally when alterations to scaffolding are carried out. The certificates are to be supplied to the Contract Administrator
* The Contractor shall be responsible for the placing and rigging of the equipment, which shall be carried out to avoid any damage occurring to the building, and subject to the approval of the Contract Administrator in this respect
* The making good of any damage caused to the building, however caused, shall be the Contractor’s responsibility
* Internal lifts may be used by arrangement with the Contract Administrator for the conveyance of equipment. On no account are any components to be thrown or dropped from the building
* The Contractor shall afford the free use of any standing scaffold to all authorised employees of the Wythenshawe Community Housing Group or employees of any other persons employed for the purpose of carrying out inspections and associated works
* The Contractor shall ensure that at all times all structures remain in a stable and safe state, free from movement
* The Contractor shall comply with the provisions of the Work at Height Regulations 2005 in providing access to carry out Work and the cost of such compliance shall be deemed to be included in the Contactor’s tender.
1. **Scaffolding Code of Conduct**

**Purpose**

* To provide a code of conduct for Contractors where the erection of scaffolding is necessary to facilitate repairs to WCHG properties.

**Health & Safety**

* Scaffolding shall be constructed in accordance with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., and subsequent amendments or re-enactments
* Suitable and safe means of access and egress shall be provided to and from the workplaces and workplaces shall be kept safe
* The Contractor’s attention is drawn to statutory restrictions (Highways Act 1980, Section 131, 171, 172 and 178) relating to erection of a hoarding or scaffolding on a pavement or highway
* Licenses shall be required where any scaffold is built on or over the public highway. The Contractor is to obtain permission to occupy the space over adjacent property. These provisions shall be confirmed in writing prior to the commencement of erection of scaffold
* The Contractor shall ensure that the scaffold or hoarding is erected and maintained strictly in accordance with the Local Authority’s conditions set out in the licence with particular attention to the requirements relating to lighting and the safety of pedestrians
* The Contractor is to consult the Local Authority Highways Department as to whether lights or other form of warning may be required. Any electrical supply shall be of 110 volts only (or less)
* Temporary roofs are to be properly designed and secured and calculations and drawings provided (for checking) prior to erection of scaffold
* The Contractor shall be required to submit an engineer’s design of the scaffold to the Contract Administrator, before the start of works and when erected, supply a certificate from a member of the Institute of Structural Engineers indicating the works are in good condition and comply in all respects with all relevant Codes of Practice. Any alteration to the scaffold shall be additionally certified
* Where hoists are erected in scaffold, extra ties shall be required to prevent vibration of scaffolds
* At all times, the Contractor shall at all times be mindful of the security risk while scaffold is erected
* **Scaffolding shall be struck within one week of the Works being satisfactorily carried out**
1. **Scaffolding Rates**

Reference to the number of storeys shall be deemed to mean the number of storeys above the general adjacent ground level surrounding any structure and disregarding localised lower areas caused by basements, dry-areas, light wells and the like structures.

The Contractor shall, for the proper execution of the Works, provide all necessary trestles, ladders, boards, towers, scaffolding and the like to the external elevations, gable and party walls in all situations where a working platform is required at or below eaves, parapet, verge or ridge level as appropriate.

The Contractor shall also provide all additional ladders, boards, towers, scaffolding and the like necessary to party walls, parapets, dormers, ridges, chimney stacks, flues, ducting, pipe work and the like protruding above the eaves level of any structures where the protrusion does not exceed 1.5m high (measured vertically on the shortest face from a point at the base/roof covering abutment to the top of the protrusion but disregarding the extra height caused by pots, terminals, finials and the like) shall deem to be included.

All necessary temporary barriers, hoardings and the like for safe and proper execution of the Works shall be provided for protecting the public and the occupants of adjoining premises and for meeting the requirements of any local or other Authority.

Access provisions for Works above four storeys to multi-storey structures shall, subject to the requirement to use the most cost effective means and also the giving of due and adequate regard to all health and safety provisions; be at the Contractor’s discretion.

Where the access by means of an approved system of electrically power winch operated suspended working platforms is required, such equipment shall comply with the recommendations of BS 5974:1982 “Code of Practice for temporarily installed suspended scaffolds and access equipment”. Such equipment shall be installed and erected to give proper safe access to all surfaces of the structure to be accessed, including balconies. On no account shall rope operated cradles or boats be used in connection with any Works above four storey and/or to buildings exceeding four storey high.

Rates for scaffolding are deemed to include as appropriate for the following:

* Basing out, preparing and levelling of ground, provision of additional support, base plates, spreaders and the like as necessary
* Protection of the structure fabric, finishings, roof coverings and the like.
* Erecting, supporting, maintaining, adapting and dismantling as required
* Bridging across structures and all other obstructions where necessary
* Fans, gantries, hoardings, sheeting and double boarding of working platforms to afford protection around/over entrances, paths, rights of way and other forms of access or thoroughfare
* Ancillary plant and equipment such as tower feet/wheels, out-riggers, cross bracing, gin wheels, ropes and the like
* Protection against lighting strike
* Fixed handholds and physical ties to the structure where necessary, subsequent removal and making good
* Provision of certified structural design calculations and erection certificates to the Contract Administrator where required under the Contract
* Reinstatement of ground and making good any damaged surfacing and/or paving if necessary.
* The Contractor is to allow in his tender for any other additional costs that he considers may be necessary
1. **Performance Management**

Performance reviews shall be undertaken jointly by the WCHG and the Contractor as determined by the Authorised Officer on a monthly or bi- monthly basis. Each performance review will focus on the performance, effectiveness and efficiency, Health & Safety and invoicing aspects of the Contractor.

The performance reviews shall comprise a review of the Contractor’s overall performance in meeting the requirements of the Contract including the requirements of achieving and maintaining continuous improvement. Performance figures will be extracted from information collected from the computer ordering system, from surveys carried out by the WCHG inspection team and other sources.

The following list is illustrative of the items to be reviewed:

* Maximising tenant satisfaction
* Maximising the quality of workmanship and materials
* Minimising the number of complaints and maximising satisfaction with the outcome
* Maximising the quality of financial information and accuracy of invoices
* Conformity in meeting priorities for speed of completing work and invoicing
* Maximising the efficiency of the Contractor
* Review of the Contractor Health and Safety records

**Specification Annex 1 – WCHG Site Rules for Contractors**

1. **Working Hours**

The Contractor shall observe the working hours of the Company as stated in the Specification. Additional time outside of the stated working hours shall be subject to prior authorisation by the Company.

1. **Reporting on Site**

The Contractor shall report, wherever applicable, to the tenant or person in charge of the Site, prior to commencement of the Services/Works, and shall also report on each occasion that they leave the Site and on completion of the Services/Works.

1. **Identity Cards**

All operatives employed by the Contractor in connection with the Services/Works shall carry identity cards in a format to be approved by the Company which shall be actively drawn to the attention of the tenant or person in charge of the Site – whether requested or not – prior to commencing the Services/Works. The identity card shall as a minimum contain the following information:

* A passport type photograph of the operative;
* The operative’s name;
* The operative’s employee identification number;
* The Contractor’s name, address and telephone number;
* The expiry date of the identity card;

Before commencement of the Services/Works the Contractor shall be required to submit to the Company a list of operatives for the Services/Works, which shall be updated as required throughout the Contract.

Tenants shall be instructed to refuse access to any person working for the Contractor (including sub-contractors) who is not in possession of an identity card that satisfies the above requirements.

The Contractor shall ensure that identity cards are withdrawn when operatives cease to be employed or are permanently transferred to other duties. The Contractor shall ensure that sub-contractors also comply with these requirements.

Before commencement of the Services/Works the Contractor shall ensure that all operatives are subject to a satisfactory Disclosure and Barring Service (DBS) check.

1. **Personal Protective Equipment**

The Contractor shall be responsible for providing its own operatives with personal protective equipment as may be required for the provision of the Services/Works, for example, eye protection, head protection, respirators and breathing apparatus, etc.

The Contractor shall also ensure that if a type of PPE is described as a control measure in any risk assessment, that the operatives undertaking the Services/Works wear the PPE at all times.

All Contractors shall be required to wear high visibility jackets whilst working on the Site or suitable high visibility equipment for the working location.

All Contractors shall be required to Approved safety footwear whilst working on the Site.

The wearing of shorts or rolled up trousers is strictly prohibited at all times.

**NO** urinating in gardens or on the scaffold is permitted.

1. **Observing Health and Safety**

The Contractor is reminded of their responsibility, whilst providing the Services/Works*,* for all Health and Safety matters and shall adopt safe methods of working and comply at all times with the requirements of the Health and Safety at Work Act 1974 together with regulations made thereunder and of any other legislation, regulations or orders pertaining to the health and safety of the public, operatives, sub-contractors, the Company’s staff and all other persons.

The Contractor is required to remain CHAS accredited or undergo annual assessments of a member of the Safety Schemes is Procurement for the duration of the Contract. Failure to maintain annual compliance may result in suspension or termination of the Contract.

The Contractor shall at all times observe and apply the provisions of their Health & Safety Policy and ensure safe working systems during the provision of the Services/Works. The Contractor shall ensure an equal level of compliance by sub-contractors.

The Contractor shall immediately inform the Contract Administrator of any actions being taken against them by the Health and Safety Enforcement Authorities.

The Contractor shall immediately inform the Contract Administrator of any fatality, major injury or dangerous occurrence (RIDDOR Regulations) to any person(s) e.g. tenants, staff, members of the public and whosoever encountered whilst providing the Services/Works under this Contract.

The Contractor shall ensure that any premises used for the provision of the Services/Works under this Contract conform to the relevant Health and Safety legislation.

The Contractor shall be responsible for ascertaining whether execution of any order for Services/Works will or is likely to involve any interference with asbestos, lead, live electricity conductors or cables, gas piping or storage containers, pipes conveying water or steam or any other hazardous substances or installations.

In the event of the Contractor ascertaining that execution of any order will or may involve interference with any hazardous substance or installation then the Contractor shall notify the Contract Administrator and shall state in writing any precautions proposed to be taken in consequence of the hazard which may affect the use of the premises or the comfort or freedom of movement of any person likely to be in or near the premises during execution of the order.

The Contractor shall also notify in writing the occupants of the Site, or the person in charge of the occupants or users of the Site on which Services/Works are in progress or about to be carried out, all restrictions, guidance or other precautions which are desirable or necessary for the safety of all persons occupying or using the Site in connection with the provision of the Services/Works. The Contractor shall provide all barriers and warning notices required for that purpose and shall make effective arrangements for the occupant or person in charge to consult and communicate with the Contractor throughout the duration of the Services/Works on the effects and nature of such precautions.

In the event that materials are suspected of containing asbestos, the Contractor shall immediately contact the Contract Administrator and await further instructions.

1. **Working in Occupied Properties**

The Contractor shall recognise the implications of visiting a home and operatives shall be trained and encouraged to take care of the home.

* 1. Contractors shall be mindful of cultural issues that may present when working within the home and take all necessary steps prior to undertaking the work to assess all additional needs of the tenant, and in particular where the following nine protected characteristics occur:
* age
* disability
* gender reassignment
* marriage and civil partnership
* pregnancy and maternity
* race
* religion and belief
* sex
* sexual orientation

The Contractor’s rates shall allow for working in tenanted properties. As the properties may be occupied during the Services/Works and the Contractor shall not be allowed complete and exclusive possession of the property, the working operations shall be carried out with the minimum amount of disruption and the Contractor shall make all necessary arrangements for access with the tenant. The tenants shall at all times retain unimpeded safe access, usage and egress and security.

The Contractor shall co-ordinate all work so that it can be carried out with the least possible inconvenience and discomfort to the tenant. Every effort shall be made to afford tenant privacy and the minimum of inconvenience and to maintain services in one form or another.

Entrances and footpaths shall be kept clear at all times for the unrestricted use of the tenants or occupiers.

The Contractor shall ensure that tenants are not endangered due to the works, either whilst the Services/Works are being undertaken or overnight.

When the Contractor has to walk through areas of the property to work in particular rooms those shall be adequately protected to prevent any damage occurring. When protecting the stair floor finishes this protection shall be safely secured and the tenant made aware of any potential danger.

Any damage to the properties, including floor, wall and ceiling finishings, furniture and fittings and to the external works, including paths, grass, trees, hedges, fencing, shrubs and flowers etc. caused by the Contractor shall be made good at the Contractor’s expense and to the entire satisfaction of both the tenant and Contract Administrator.

1. **Keeping the Site Clean and Removal of Rubbish**

The Contractor shall keep the Site clean and tidy at all times and clear away rubbish and debris as it accumulates. If the Contractor fails to comply with this requirement the Contract Administrator may arrange for the clearing up to be carried out by others and charge the Contractor accordingly.

The Site shall be cleaned thoroughly on completion and left to the satisfaction of the Contract Administrator. The cleaning materials and methods used shall be appropriate to the materials being cleaned and the manufacturer's recommendations.

The Contractor shall allow for making good any damage to public or private roads, footways, gardens and planted areas and all existing public or private mains and cables caused by the provision of the Services/Works. Any charges that may be legally claimed by the Public Authorities, or other parties, for damage caused by extra traffic over roads by carriage or materials, plant, etc., to or from the Site shall also be borne by the Contractor, who shall indemnify the Company in respect of the cost of any proceedings.

The Contractor shall keep road, streets and footpaths adjacent to the Site free from mud, dirt, rubbish, building debris, etc., and observe any bye-laws or regulation imposed by a competent Authority requiring roads or streets to be kept free from mud, dirt, rubbish, etc.

No materials or supplies of any description, refuse containers, items of plant, etc., are to be placed on gardens or cultivated areas.

The Contractor shall allow for protecting and maintaining all public and private roads, footways, paved areas and mains services, make good any damage caused by the provision of the Services/Works including sweeping free of mud, debris and rubbish for the duration of the Services/Works, pay all costs and charges in connection therewith. The Contractor shall ensure the safe passage of all pedestrians and vehicular traffic at all times.

1. **Smoking**

The Company operates a No Smoking policy. The Contractor shall ensure that all operatives are fully aware of this policy and shall enforce this policy with their operatives when providing the Services/Works.

1. **Inappropriate Language**

The Contractor shall ensure that all operatives refrain from using foul and/or inappropriate language at all times when providing the Services/Works.

1. **Control of Noise**

The Contractor shall employ the “best practicable means” as defined in the Environmental Protection Act 1992, to minimise noise and vibration resulting from the Services/Works and shall have regard to BS 5228 (Code of Practice for Noise Control on Construction and Open Sites) and in particular:

* shall ensure that all vehicles, plant and machinery used during the Services/Works are fitted with effective exhaust silencers and that all parts of such vehicles, plant or machinery are maintained in good repair and in accordance with the manufacturer’s instructions, and are so operated as to minimise noise emissions;
* shall ensure only ‘sound reduced’ compressors or other alternatives approved by the Company are to be used, and any equipment or panel fitted by the manufacturer for the purpose of the reduction of noise shall be maintained and operated so as to minimise noise. Any pneumatically operated percussive tools shall be fitted with approved mufflers or silencers which shall be kept in good repair;
* shall ensure any machinery which is in intermittent use shall be shut down in intervening periods of non-use, or where this is impractical, shall be throttled back to a minimum.
1. **Music/Radios/Telephones**

The use of telephones, radios and/or the playing of music are not permitted on site or within properties.

1. **Use of Power Tools**

110 volt or battery operated portable electric appliances shall be used when working in domestic properties. The use of 240 volt appliances is not permitted. The length of primary cables feeding a transformer shall not exceed 1 metre. Trailing cables shall be avoided in areas where tenants will require access.

1. **Use of Electricity/Water**

The Contractor may, by means of a suitable private arrangement with the tenant, or person in charge of the Site, which includes an indemnity for any damage caused and payment of all charges incurred, make use of the water and electricity supplies to the Site. Such arrangement cannot be guaranteed and the Contractor shall make contingency provisions to provide, at their own expense, suitable apparatus to furnish water or a temporary electrical supply as may be required to provide the Services/Works.

1. **Temporary Work Arrangements**

The Contractor shall allow for providing all temporary hoardings, gantries, fans, footways, guard rails, barriers, fencing and all necessary lighting and warning signs for the protection of tenants, occupiers and members of the public during the provision of the Services/Works.

The Contractor’s rates shall allow for providing, at the workplace, steps, ladders, roof ladders, staging, props, tubular and patented system scaffolding (including boards) necessary to carry out repairs and renewals to external surfaces and components (including roofs) at any height. Scaffolding shall be rendered inaccessible at the end of each day's work and all other plant and scaffolding works, both complete and incomplete, left in a safe and secure manner. At all times the Contractor shall ensure that the scaffold to properties remains in a stable and safe state, free from movement.

1. **Protecting Adjoining Properties**

The Contractor shall not permit any work to be done that is calculated to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor shall be held responsible for all damage arising through carelessness inadvertence in this respect.

1. **Recycling of Waste**

In providing the Services/Works, should the following materials arise as waste in suitable quantities they shall be removed to a transfer station and recycled; they shall not be removed directly to a landfill site:

* Concrete;
* Bricks and mortar;
* Timber structural roof members, battens, fascia, soffit and barge boards;
* Timber floor boards;
* Roof slates;
* Concrete roof tiles;
* Metalwork including copper pipes;
* Plaster and render;
* Ceramic wall, floor tiles and;
* Solid panelled timber doors and all timber door frames;
* Sanitary fittings;
* Timber skirtings, architraves, cupboards and shelves;
* Timber fences;
* Timber pallets attained through material deliveries;
* Plastic material packaging.

The Contract Administrator may wish to confirm during the provision of the Services/Works that the submitted recycling methods are being carried out, and may involve requesting the submission by the Contractor of relevant supporting documentation such as skip receipts.

1. **Interference with Traffic**

The Contractor shall allow for complying with all applicable regulations affecting the Site(s) or in connection with any parking restrictions, limited waiting periods, restriction and diversion of traffic routes, off-loading or standing vehicles or any other requirements affecting the Contract.

The Contractor shall provide the Work/Services so as not to interfere unnecessarily or improperly with public convenience, the access to, use or occupation of public or private roads and footpaths.

The Contractor’s rates shall include for the additional cost of any restricted working which may arise such as working in short lengths and the removal and subsequent return of excavated material which, if left on the site, would interfere with the movement of traffic and access to property.

**Additional Specification Annexures**

None.

**Appendix 2 – Pricing Document**

**Notes for Bidders**

Bidders are required to complete this Pricing Document.

All pricing shall be **exclusive** of Value Added Tax (VAT).

**Pricing Evaluation Methodology**

As stated in Section 5 (Evaluation of Bids) of this ITT document, pricing shall count for 70% of the total marks available for Contract.

The Bidder that submits the lowest Total Contract Sum shall receive the maximum score of 70. The other Bidders’ Total Contract Sums shall be scored based on the following formula:

|  |  |  |
| --- | --- | --- |
| Lowest Total Contract Sum | X | 70 |
| Bidder’s Total Contract Sum |

For the purposes of the evaluation, the Bidder’s Total Contract Sum shall be as calculated in the Schedule of Rates.

WCHG reserves the right to ask Bidders to clarify elements of their Pricing submission as necessary to ensure that WCHG is able to evaluate the pricing submissions on a like for like basis.

**Pricing Preambles**

1. The Pricing Document contains the Bidder’s rates.
2. The descriptions in the Pricing Document shall not be regarded as an exhaustive statement of everything included in the Contract; refer to the Specification for the full Contract requirements. The rates in the Pricing Document shall include for all work shown or described in the Contract as a whole and for all work not described but apparent as being necessary for the provision of the Works.
3. The rates in the Pricing Document shall include for the whole of the Bidder’s obligations under the Contract whether expressly stated or reasonably implied. No additional request for payment shall be permitted unless authorised in writing by WCHG.
4. All rates quoted are to be fixed for the first 2 years of the Contract. Rates from year 3 onwards shall be subject to annual review between the parties, and any proposed increase shall be agreed in writing by WCHG. Any rate of increase shall be limited to a maximum of the prevailing CPI rate at the time of the review, published by the Office for National Statistics.
5. Where quantities are stated in the Pricing Document the Bidder shall note that they may vary and there is no guarantee of quantity. The rates quoted in the Pricing Document shall apply regardless of the actual quantity of Works subsequently ordered.
6. The rates shall be sufficient to provide the Works in the Specification in isolation from any other requirement and in any quantity.
7. No quantity or continuity of work is guaranteed to the Bidder and this shall be taken into account when completing the Pricing Document. Unless expressly stated to the contrary, any quantities given in the Pricing Document are indicative only.
8. Payment shall be made in accordance with the Pricing Document and the procedures described in the Conditions of Contract attached at Appendix 6.
9. The Bidder shall include all mileage costs and subsistence costs within the submitted rates.
10. The Bidder shall include all costs for the production of any documentation and the attendance of any meetings required by WCHG under the Contract within the submitted rates.

**Schedule of Rates**

Please complete the embedded Schedule of Rates.



This tender is based on 320 properties per annum. It is anticipated that the Work shall be divided equally between 2 Contractors. Bidders shall reflect this in the tendered rates.

The rates shall include for all work shown or described in the Contract as a whole and for all work not described but apparent as being necessary for the provision of the Works.

**Appendix** **3 – Form of Tender**

To: WCHG (**“WCHG”**)

Re: Provision of Scaffolding (the **“Contract”**)

Dear Sirs

1. Having examined the Invitation to Tender and having satisfied ourselves as to all other matters relevant thereto, we confirm our tender for the Contract.
2. We enclose our tender, 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 acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Tender.
3. We hereby unconditionally and irrevocably offer to provide the Works requested to be provided and performed under the Invitation to Tender in accordance with the Contract and at no greater rates or prices than the rates or prices stated in the Pricing Document.
4. We confirm that we are fully conversant with all the Invitation to Tender documentation and that this tender is submitted strictly in accordance with the Invitation to Tender.
5. We agree that this tender shall remain open to be accepted or not by WCHG and shall not be withdrawn for a period of twelve (12) months from the deadline for receipt of tenders as set out in the Invitation to Tender, or such longer period as may be agreed with WCHG.
6. We undertake to execute the Contract for the proper and complete fulfilment of the Works required or any part or parts thereof, as you may in your absolute discretion award to us.
7. We agree that we shall commence and undertake the Works required when instructed to do so pursuant to the terms of the Contract.
8. We certify that the details of this tender and the Invitation to Tender documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.
9. We acknowledge that WCHG is not bound to accept the lowest or any tender it may receive, and reserve the right at its absolute discretion to accept or not to accept any tender submitted.
10. We certify that we have full power and authority to enter into the Contract and to carry out the Works, and that this is a bona fide tender.
11. We confirm that in submitting our tender, 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).

**Total Price for this Tender**

£

in words

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix** **4 – Anti-Collusion Certificate**

To: WCHG (**“WCHG”**)

Re: Provision of Scaffolding (the **“Contract”**)

The essence of the public procurement process is that WCHG 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, contractors, 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 Bribery Act 2010, Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; 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 Contract; or
7. Contacted any officer of WCHG about any aspect of the Contract 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 Contract continues in force between us (or our successors in title) and WCHG.

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 for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix** **5 – Non-Canvassing Certificate**

To: WCHG (**“WCHG”**)

Re: Provision of Scaffolding (the **“Contract”**)

**Non-Canvassing Certificate**

I/we hereby certify that I/we have not canvassed or solicited any officer or employee of WCHG in connection with the award of the Contract 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 shall not in the future canvass or solicit any officer or employee of WCHG in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf shall do any such act.

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix** **6 – Conditions of Contract**

****

I/we confirm acceptance of the Conditions of Contract as set out above and the Specification as set out at Appendix 1.

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix 7 – Written Return**

The Written Return is separated into a number of Sections and questions to provide Bidders with clarity on the overall requirements of WCHG in relation to the quality measures used to evaluate all bids.

Each Section is linked to the Evaluation Criteria detailed in Section 6 (Evaluation of Bids) of this ITT document. The Section weightings are shown in each Section heading

Each question shall be scored on a scale of 0 to 10 by reference to the following scoring guide:

|  |  |
| --- | --- |
| **Score** | **Description** |
| 9-10 | Exceptional. Demonstrates strengths, no errors, weaknesses or omissions and exceeds expectations in some or all respects  |
| 7-8 | Good. The standard of response fully meets expectations. |
| 5-6 | Satisfactory. The response is acceptable but with some minor reservations.  |
| 3-4 | Poor. The response is deficient in certain areas where the details of relevant response require the reviewer to make certain assumptions. |
| 1-2 | Very Poor. The response is deficient in the majority of areas where the details of relevant response require the reviewer to make frequent assumptions. |
| 0 | Rejected. Response is unacceptable or non-existent, or there is a failure to properly address any issue. |

Bidders shall note that there is a 1,000 word limit for each Written Return response.

**Section 0 - General Information (Information Only, Not Scored\*)**

|  |  |  |
| --- | --- | --- |
| **0.1** | **Bidder company name** | Insert details |
| **0.2** | **Registered address** | Insert details |
| **0.3** | **Trading name (if different from 0.1)** | Insert details |
| **0.4** | **Trading address (if different from 0.2)**  | Insert details |
| **0.5** | **Name of person completing the ITT** | Insert details |
| **0.6** | **Telephone number** | Insert details |
| **0.7** | **E-mail address** | Insert details |
| **0.8** | **Company status (e.g. Ltd, Plc, sole trader etc.)** | Insert details |
| **0.9** | **VAT registration number** | Insert details |
| **0.10** | **Company registration number** | Insert details |
| **0.11** | **Date of incorporation** | Insert details |
| **0.12** | **Please attach a latest copy of the Bidder’s last 3 years’ audited accounts.** |
| Accounts enclosed – Yes/NoInsert appendix reference number |
| **0.13** | **Please provide evidence of the following levels of insurance cover:*** **Employer’s liability**
* **Public liability**
* **Contract works**
* **Professional indemnity**
 |
| Insurance evidence enclosed **–** Yes/NoInsert appendix reference number |
| **0.14** | **Please provide details of any relevant industry and Health and Safety accreditations held by the Bidder. Please also provide details of any relevant professional qualifications held by Bidder staff.** |
| Insert accreditation detailsCertificate(s) enclosed/ Certificate(s) not enclosedInsert appendix reference(s) |
| **0.15** | **Please provide the company name, contact details and a brief description of 2 contracts of a similar nature which demonstrate the Bidder’s experience in relation to the required Solution. Any Contract award shall be subject to a satisfactory reference being provided by one or both of the named companies. This may involve a physical visit to the named company or companies.** |
| Insert details |

**\*Note to Bidders:**

Whilst Section 0 shall not be scored, if any Bidder response raises concerns as to the capability of the Bidder to perform the Contract WCHG may seek further clarification from the Bidder. If the Bidder is unable to satisfy WCHG on the issues raised, the Bidder may be excluded from further evaluation.

**Section 1 – Technical Ability (Section weighting 7.5%)**

|  |  |
| --- | --- |
| **1.1** | **Requirement**The Bidder shall provide the following:1. Evidence of the Bidder’s capacity to manage the estimated volume of scaffolding requirements as set out in the Specification.
2. Evidence of how the Bidder meets the guidance specified in TG20:13 Good Practice Guidance for Tube and Fitting Scaffolding and SG4:15 Preventing Falls in Scaffolding Operations.

The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**The Bidder’s response shall be scored on a scale of 0-10 in accordance with the scoring guide on page 48 of this ITT. A total of 10 points are available for this question. The individual weighting applied to this question is 7.5%.The score out of 10 that the Bidder achieves for the question shall be converted to give their percentage mark for this question.For example: If a Bidder achieves a score of 5, its percentage mark for the question shall be 3.75% (i.e. 5/10 x 7.5 = 3.75). The same approach shall be used in the scoring of the other Written Return requirements |
| **Bidder’s response** |

**Section 2 - Contract Management (Section weighting 7.5%)**

|  |  |
| --- | --- |
| **2.1** | The Bidder shall provide the following:1. The Bidder’s proposals for the allocation of resources for the delivery the Works programme, as set out in the Specification. This shall include the proposed levels of Contract Management, Supervision and Operatives. This shall also include maintaining the levels of resources during holidays and unplanned absences.

The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**The individual weighting applied to this question is 7.5%. |
| **Bidder’s response** |

**Section 3 – Health and Safety (Section weighting 5%)**

|  |  |
| --- | --- |
| **3.1** | **Requirement**The Bidder shall provide the following:1. The Bidder’s proposal for ensuring effective communication and coordination of health and safety matters with people on site during the delivery of the Contract. This shall include WCHG staff, contractors, designers, tenants and members of the general public

The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**The individual weighting applied to this question is 5%. |
| **Bidder’s response** |

**Section 4 - Customer Care (Section weighting 5%)**

|  |  |
| --- | --- |
| **4.1** | **Requirement**The Bidder shall provide the following:1. The Bidder’s proposal for ensuring the Works provided shall cause the minimum disruption and inconvenience to tenants and members of the public.

The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**The individual weighting applied to this question is 5%. |
| **Bidder’s response** |

**Section 5 - Social Value (Section weighting 5%)**

|  |  |
| --- | --- |
| **5.1** | **Requirement**The Bidder shall provide the following:1. How the Bidder proposes to work with WCHG to provide training and skills opportunities for hard to reach groups, schools, and the local community, and the benefits this will bring.
2. How the Bidder proposed to engage with local suppliers and contractors on the delivery of the Contract, and the benefits this will bring.

The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**The individual weighting applied to this question is 5%. |
| **Bidder’s response** |

**Annex 1 – Written Return Scoring Matrix**

| **Question** | **Basis of assessment/maximum weighted score available** |
| --- | --- |
| **General Information** |
| 0.1 to 0.15 | Information Only |
| **Technical Ability** |
| 1.1 | 7.5% |
| **Contract Management** |
| 2.1 | 7.5% |
| **Health and Safety** |
| 3.1 | 5% |
| **Customer Care** |
| 4.1 | 5% |
| **Social Value** |
| 5.1 | 5% |
| **Total** | **30%** |

**Template for Envelope “Inner” envelope**

|  |
| --- |
| **Tender for: Provision of Scaffolding****Contract Reference: 380****Name of Contractor: <<Insert Contractor Name>>****Note: This Inner envelope shall be placed in the Outer envelope** |

**Template for “Outer” Envelope**

|  |
| --- |
| **Tender for: Provision of Scaffolding****Contract Reference: 380****Wythenshawe Community Housing Group****Wythenshawe House****8 Poundswick Lane****Wythenshawe****Manchester****M22 9TA****To be returned no later than 14.00 hours on Friday 8th September 2017****Note: This Outer envelope shall not display any Contractor- identifiable markings or franking.**  |