



Nottingham City Homes Limited

Part A

Tender Information & Guidance

Heating and Hot Water System Servicing, Repair, Maintenance and Installations

Tender Reference: NCH-0294

Public Services (Social Value) Act 2012 (SVA), makes it a legal requirement for public bodies to consider how they might improve the social, economic and environmental wellbeing of their local area. NCH and NCC consider how each contract can improve the social, economic and environmental wellbeing of our local area prior to inviting tenders.

Our requirements and the process for tendering are explained within the suite of documents, which consists of the following;

PART A - TENDER INFORMATION AND GUIDANCE

Part A – Tender Information and Guidance	Read
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PART B – FORM OF TENDER & QUALITY ASSESSMENT

Part B – Quality Assessment	Read, complete & return
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PART C - PRICE FRAMEWORK

Part C – Price Framework	Read, complete & return
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PART D – HEALTH AND SAFETY QUESTIONNAIRE

Part D - Health & Safety Questionnaire	Read, complete & return
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Appendices

A	Service Specification & Scope of works	Read
B	NCH Group Purchasing Terms and Conditions	Read
C	NCH Group Invoicing Terms and Conditions	Read

Other

Contract	JCT Contract	Read, complete & return
GDPR Agreement	GDPR Agreement	Read, complete & return

INTRODUCTION

Nottingham City Homes is an Arms' Length Management Organisation (ALMO) created in 2005 by Nottingham City Council to manage its housing stock of 28,000 rented homes and over 1,000 leasehold properties. This includes approximately 18,000 houses and bungalows, 2,000 high rise flats and almost 8,000 low rise flats (including independent living accommodation for older people).

Nottingham City Homes is a not-for-profit company run by a Board of non-executive directors. The Board is made up of 12 members including five tenants and leaseholders, three councillors nominated by Nottingham City Council and four independent members.

The Nottingham City Homes (NCH) Corporate Plan 2015-18 places customers at the heart of service delivery and promotes excellent services through its four corporate goals:

- To be a first class housing organisation in the eyes of our tenants and leaseholders.
- To be a major player in transforming the quality of life in our neighbourhoods.
- To be a great place to work, widely respected as an efficient and professional

organisation.

- To generate new business, securing additional income to reinvest in Nottingham and our communities.

Invitation

NCH invites you to tender for the Heating and Hot Water System Servicing, Repair, Maintenance and Installations.

NCH is looking to secure a Contractor to work collaboratively in the supply of heating and hot water system servicing, repair, maintenance and installations as and when required to various domestic sites located across the City of Nottingham.

The contract period will be for the period of 3 years plus a possible 1 year extension, performance dependent.

A more detailed description of each required service is provided in Appendix A – Service Specification and Scope of Works.

We anticipate the potential total value of this contract period will be in the region of £1,700,000.

Guidelines

It is in your interest to read and consider all aspects of this document before preparing your tender submission. The aim of this document is to outline the minimum technical and performance levels required by NCH on behalf of NCC should your organisation be awarded a contract.

The instruction and guidance as provided in this document are designed to ensure that all tenderers are given equal and fair consideration. It is therefore important that you provide all the information asked for and in the format and order specified.

To prevent distortion of competition, NCH does not enter into pre-tender negotiations and will endeavour to ensure that any material queries raised and subsequent answers given, during the tender process, are shared with all participating parties.

Bidders shall be deemed to have examined fully, at the time of tendering, the tender documents. Bidders shall bring any discrepancies to the attention of NCH's Procurement Officer during the period allowed for tendering, otherwise it shall be accepted that all items in the tender documents have been understood and accepted for the purpose of submitting bids.

Bidders will comply with all European and UK standards and legislation in preparing their bids and (if successful) in performing the contract. The appointed contractor's performance will be measured by specified KPIs and be reviewed regularly.

All information is given by NCH as a guide and in good faith at the tender stage. However this information may change due to reasons beyond the control of NCH and no claim for additional costs shall be made by the successful contractor if quantities or requirements subsequently differ.

Tenderers shall be deemed to have submitted their rates with a full understanding of the unpredictable nature of the scope and volume of work. No guarantee is given regarding continuity or overall value, therefore tenderers will not be entitled to claim for loss of profit, or any other costs resulting from an alteration in the scope or volume and must allow for seasonal or other variations to workloads in their tenders.

The nature of the work is such that a regular and even flow of work, both in terms of volume and value, cannot be guaranteed and it is the duty of the tenderer to ensure that they have sufficient resources at their disposal, at all times, to complete work orders in accordance with the priorities established.

INVITATION TO TENDER

Output	Date
Invitation to tender documents dispatched to suppliers	20.03.19
Supplier site open day (If required)	n/a
Return of Quotations	26.04.19
Evaluation work	10.05.19
Contract Award Notification	14.05.19
Ten day standstill period ends	24.05.19
Contract Execution	07.06.19
Commence on Site	10.06.19

Tender Return

Tenders must be completed and submitted electronically by uploading the documents through the East Midlands e-Tendering portal via the automatic link from where the document was downloaded at <https://www.eastmidstenders.org> by the due date and time.

Completed tenders must be uploaded by 12:00 on 26th April 2019 to be considered for evaluation. **The portal will automatically close at 12:00 hours, any documents uploaded into the system after this time will be deemed late and will not be accepted.**

Questions and answers

All questions related to the tender opportunity should be sent to the procurement team using the discussions button located in the tender opportunity through the East Midlands e-Tendering portal at <https://www.eastmidstenders.org>. The button can be found on the right hand side of the screen, and will list all previous discussions also for reference.

Questions must be received by NCH Procurement Team no later than 12:00 on 26th April 2019. Questions received after this time will not be answered.

Nominated Contacts

Tenderers should address any enquiries relating to their submission to Katie Durie (NCH Sourcing Manager) via the East Midlands e-Tendering portal at <https://www.eastmidstenders.org>.

If any question or request for clarification is considered to be of materials significance, both the question and the response will be communicated, in a suitably anonymous form, to all Tenderers before the closing date for the submission of tenders.

Submission of Bids

Please complete and upload the following documents;

- Part B – Quality Assessment
- Part C - Price Framework
- Part D - Health and Safety Questionnaire

Tenderers should ensure they allow sufficient time to prepare their bids in time for the closing date and time.

Tenderers experiencing problems in submitting their bids should contact the East Midlands helpdesk via email at support@due-north.com or call 01670 597136 for further assistance (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays).

All costs associated with the preparation of the responses to this invitation to tender shall be borne in full by the tenderers.

Disclaimer

It is the responsibility of tenderers to obtain, at their own expense, any additional information necessary for the preparation of their tender submission. Tenderers must satisfy themselves by their own investigation with regard to the accuracy of the information in this tender process and no responsibility is accepted by NCH for any loss or damage caused or arising from the use of such information.

The information contained in NCH tender documents and all further information made available at any time to tenderers must only be used for the purpose of participating in the tender process and must not be disclosed or copied except as permitted by NCH.

Although care has been taken in preparing these tender documents, no responsibility or liability will be accepted by NCH, as to the accuracy or completeness of any document.

Disclosure of Information

Some Works and/or Services provided to properties managed by NCH may also affect leasehold properties. In order to meet our obligations under Section 20 of the Landlord and Tenant Act 1985 (as amended), Nottingham City Homes may be required to provide certain information to leaseholders as part of the consultation process, prior to the notification to bidders of the award of a contract. This could include companies bidding, costing information, quality assessment scoring and details of potential award.

Acceptance of Tenders

NCH reserves the right to cancel the tendering process and reject all bids at any time prior to award of tender without incurring any liability to the affected tenderers. NCH shall not be bound to accept the lowest or any tender and reserves to itself the right as its absolute discretion to accept or not to accept any tender. NCH also reserves the right to award a part contract on any tender and disregard any items after the tender has been submitted.

NCH reserves the right to reject any tender submission that is returned without all required documents or with any incomplete documents.

Tender Award

A contract Award Notification will be sent (subject to contract) to the successful tenderer by the date stated in the table above. The unsuccessful tenderers will also be notified of the outcome at the same time.

Alcatel mandatory standstill period

Following the notification of an award decision and before entering into formal contract agreement tenderers shall be subject to a minimum mandatory standstill period of 10 calendar days.

Contract Conditions

The Contractor is to note that any works called off as part of this Contract will be undertaken in accordance with JCT contract terms and conditions along with NCH Group Purchasing Terms and Conditions and NCH Group Invoicing Terms and Conditions as attached in Appendix B and Appendix C respectively along with the NCH Standard Terms and Conditions below.

Prices submitted in the tender will be fixed for the contract period.

Extension period – After the initial contract period any options for extensions will be awarded in writing to the supplier prior to extension commencement and will be based on the Contractor's performance at NCH's discretion.

1. Interpretation

1.1 **Definitions.** In these Conditions, the following definitions apply:

2000 Act: the Freedom of Information Act 2000 and all future versions;

2004 Regulations: the Environmental Information Regulations 2004 and all future versions;

2015 Act: the Modern Slavery Act 2015 and all future versions;

2018 Act: the Data Protection Act 2018 and all future versions;

Conditions: the terms and conditions set out in this document which shall form part of the Contract;

Contract: the contract between Employer and the Contractor for carrying out or provision of the Services;

Employer: the Employer named in the Contract;

Contractor: the Contractor named in the Contract;

Works: the works and/or services and/or supplies described in the Contract.

In the Contract and in these Conditions, unless the context requires otherwise, the following rules apply:

- (a) a reference to a statute, statutory instrument or other subordinate legislation (legislation) is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including any corresponding legislation in any other relevant part of the United Kingdom; and
- (b) a reference to writing or written excludes faxes and e-mails.

2. FREEDOM OF INFORMATION

The Contractor shall use all reasonable efforts to assist Employer to comply with such obligations as are imposed on the Employer by the 2000 Act and the 2004 Regulations including providing Employer with reasonable assistance in complying with any request for information in connection with the Works served on Employer under the 2000 Act or the 2004 Regulations and processing information provided by Employer in accordance with a record management system which complies with the Lord Chancellor's records management recommendations and code of conduct under section 46 of the 2000 Act.

3. CONFIDENTIAL INFORMATION AND DATA PROTECTION

The Contractor shall, and shall use reasonable endeavours to ensure that its employees, agents and subcontractors shall, at all times, act in a way which is

compatible with the Data Protection Act 2018 and the GDPR and shall sign the Data Processing Agreement.

4 CORRUPTION

The Employer shall be entitled to terminate the Contract and seek to recover from the Contractor any loss resulting from such cancellation if the Contractor is party to any corrupt practices or improper conduct. This includes activities such as offering improper inducements or gifts to anyone in connection with the Contract and acts prohibited by the Prevention of Corruption Acts 1889-1916 and the Local Government Act 1972.

5 HUMAN RIGHTS

The Contractor shall, and shall use reasonable endeavours to ensure that its employees, agents and subcontractors shall, at all times, act in a way which is compatible with the Convention Rights within the meaning of Section 1 of the Human Rights Act 1998.

6 MODERN SLAVERY

The Contractor shall, and shall use reasonable endeavours to ensure that its employees, agents and subcontractors shall, at all times, act in a way which is compatible with the Modern Slavery Act 2015 and all future versions.

7 EQUAL OPPORTUNITIES

The Contractor shall not treat one group of people less favourably than others because of their colour, race, ethnic or natural origin, disability, gender, marital status, age, religion or belief, sexual orientation, membership of a trade union or political beliefs, in relation to decisions to recruit, train, promote or the treatment of employees, and also in relation to decisions in relation to the purchasing or service delivery activities of the Contractor.

8 SOCIAL VALUE

Public Services (Social Value) Act 2012 (SVA) makes it a legal requirement for public bodies to consider how they might improve the social, economic and environmental wellbeing of their local area. The Contractor shall consider how it can assist Nottingham City Homes in this manner.

9 ANTI-BRIBERY PROVISIONS

9.1 The Contractor shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - (b) comply with all Employer ethics, anti-bribery and anti-corruption policies made known to the Contractor and all relevant industry codes on anti-bribery, in each case as Employer or the relevant industry body may update them from time to time;
 - (c) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate;
 - (d) promptly report to Employer any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of the Contract;
 - (e) immediately notify the Employer (in writing) if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor (and the Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract); and
 - (f) certify to Employer upon demand compliance with this paragraph 7 by the Contractor and all persons associated with it under paragraph 9.2 below. The Contractor shall provide such supporting evidence of compliance as the Employer may reasonably request.
- 9.2 The Contractor shall also be responsible for the observance and performance of these anti-bribery provisions by any person associated with the Contractor who is performing services or providing goods in connection with the Contract, and shall be directly liable to Employer for any breach by such persons of any of such terms.
- 9.3 For the purpose of this paragraph 7, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this paragraph 7.3 a person associated with the Contractor includes (but is not limited to) any subcontractor of the Contractor.

10 ASSIGNMENT

The Employer may assign the benefit of this Contract to Nottingham City Council but otherwise neither party shall assign nor sub contract this Contract or any right hereunder without the consent of the other. In the event of any sub-contract, any Sub contractor or supplier to such Sub contractor shall indemnify the Employer against any non - payment, claim, default or any other loss caused by the Sub contractor or any of its Suppliers.

11 PERFORMANCE

The Contractor shall provide the Works in a proper and workmanlike manner and in compliance with all statutes statutory instruments regulations rules and orders made under any such statute or directive having the force of law which affect the Works or the performance of any obligations under the Contract and in compliance with any regulation byelaw permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the Works.