|

Invitation to Tender

Employer’s Agent Services

**INSTRUCTIONS TO TENDERERS**

This Document Contains Important Information for Providers. You **must** read it. In submitting a response you confirm that you have read and understood the contents.

* 1. Introduction & Overview of Framework
     1. Futures Housing Group (FHG) is looking to appoint a framework of providers for the employer’s agent (EA) and associated services, details of which are included in the enclosed documents.
     2. The services will be let across a single Lot which is intended to cover the entire geographical area of the FHG operation. FHG will appoint up to five providers onto the Lot from which a direct call-off contract may be awarded or a call for further competition may be carried out.
     3. Any direct call off will always be directly through the top ranked provider. Where the top ranked provider cannot fulfil the requirement or it is considered that they are already committed to a large number of commissions from FHG, then it will move to the second ranked provider. Where the same conditions exit for the second ranked provider then it move sequentially onto the third if required.
     4. FHG reserves the right to subject any commission, at their discretion, to a call for further competition. Any call for further competition will involve all providers who are on the framework.
     5. This is an open procurement procedure conducted in accordance with the Public Contract Regulations 2015 (PCR).
  2. The Process
     1. Prior to commencing formal evaluation, submissions will be checked to ensure they are complete and fully compliant. Incomplete or non-compliant submissions may be rejected. Providers are therefore reminded of their responsibility to ensure that their submission is complete and accurate.
     2. Following evaluation of the compliant submissions and approval of the outcome FHG may invite up to five (5) providers, based on a price & quality evaluation, to enter into a non-exclusive contract for the provision of the services.
     3. Whilst it is the intention of FHG to undertake the majority of its requirement for these services under this contract from the providers appointed this does not confer any exclusivity on the appointed provider. FHG reserves the right to purchase any of its requirements for these services from any provider outside of the contract should circumstances dictate.
     4. FHG reserves the right not to conclude any contract as a result of the current procurement process.
     5. Any framework which is concluded as part of this process will be subject to an annual performance review. Where the framework is found not to be suitably supporting the organisation, then FHG reserve the right to collapse the framework and look for an alternative procurement route for services.
  3. Use of Electronic Tendering Tool

General Information

* + 1. Information regarding the requirements, process and proposed model agreement is all available via the e-tendering procurement portal.
    2. You must read all of the supporting documentation. In submitting your response you confirm your understanding of the information supplied. If you have any doubts regarding the meaning of anything contained in the questionnaire or any attachment, please raise a question through the messaging function. Direct emails to any officer will be disregarded and may lead to providers being disqualified.

Additional Information

* + 1. If additional or changed information is to be used during the open period for responses, this will be issued via the e-tendering procurement portal as “Additional Information”.
    2. “Additional Information” is assessed via the Q&A screen. (see supplier guides for more information). All information will remain open to view for the duration of the process.
    3. All providers have access to the information and will be deemed to have read and understood it. This includes any information issued prior to their accessing the site or expressing their interest in this contract.

Questions and Answers (Q&A)

* + 1. All questions and requests for clarification must be by the e-tendering portal messaging function and all responses will subsequently be shared with all providers
    2. All questions & answers will be made public unless they are clearly specific to a company and commercially sensitive. FHG will determine whether or not to allow a question and its response to remain private at its sole discretion.
    3. Questions may already have been asked and responded before you accessed the tender. You must check the Q&A page and familiarise yourself with all information issued to date.
    4. All providers have access to the information and will be deemed to have read and understood it. This includes any information issued prior to their accessing the site or expressing their interest in this contract.

On-Line Documents

* + 1. Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that a provider is not invited to participate further.
    2. Where signatures are required, the relevant document must be printed, signed, scanned and reattached to the submission. FHG reserves the right to request hard copy original signatures to be verified.
  1. Instructions to Providers

General

* + 1. These instructions are designed to ensure that all providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. If you have any doubt as to what is required or will have difficulty in providing the information requested, please contact FHG by the e-tendering messaging function. Where appropriate, FHG reserves the right to publish queries and responses to all providers.
    2. Providers should read these instructions carefully before completing the documentation. Failure to comply with these requirements for completion and submission of the documents may result in the rejection of the submission. Providers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute part of the conditions of contract. Participation in the process automatically signals that the provider accepts these conditions of participation.
    3. All material issued in connection with this procurement exercise shall remain the property of FHG as the context dictates and shall be used only for the purpose of this procurement exercise. The provider shall ensure that each and every sub-contractor, agent, consortium member and adviser abides by the terms of these instructions and the conditions of contract.
    4. The Provider shall not make direct contact with any other employee, agent or consultant of FHG or any of its partner organisations who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the nominated representative. All contact shall be as allowed for in 1.3. above
    5. FHG shall not be committed to any course of action as a result of:
* issuing these documents or any invitation to participate in this procurement exercise;
* an invitation to submit any response in respect of this procurement exercise;
* communicating with a provider or a provider’s representatives or agents in respect of this procurement exercise; or
* any other communication between FHG and/or any relevant partner organisation whether directly or by its agents or representatives) and any other party.
  + 1. Providers shall accept and acknowledge that by issuing these documents FHG shall not be bound to accept any submission and reserves the right not to conclude a contract for some or all of the services for which submissions are invited.
    2. FHG reserves the right to amend, add to or withdraw all or any part of these documents at any time during the procurement exercise.
  1. Confidentiality
     1. Subject to the exceptions referred to in this document the contents of this procurement exercise are being made available on condition that:
        1. Providers shall at all times treat the contents of these documents and any related documents (together called the ‘Information’) as confidential, save in so far as they are already in the public domain;
        2. Providers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
        3. Providers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a response; and
        4. Providers shall not undertake any publicity activity within any section of the media.
     2. Providers may disclose, distribute or pass any of the Information to the provider’s advisers, sub-contractors or to another person provided that either:
        1. This is done for the sole purpose of enabling a Response to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the provider; or
        2. The provider obtains the prior written consent of FHG in relation to such disclosure, distribution or passing of Information; or
        3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any contract arising from it; or
        4. The provider is legally required to make such a disclosure.
     3. The definition of ‘person’ includes but is not limited to any person, firm, body or association, corporate or incorporate.
     4. FHG may disclose detailed information relating to submissions to their officers, employees, agents or advisers and may make any of the documents available for private inspection by its officers, employees, agents or advisers. FHG also reserve the right to disseminate information that is materially relevant to the procurement to all providers, even if the information has only been requested by one provider, subject to the duty to protect each provider's commercial confidentiality in relation to its submission.
  2. Price Validity
     1. Your price must remain open for acceptance for a period of 120 days. A price valid for a shorter period may be rejected as non-compliant and not passed through to evaluation.
  3. Timescales
     1. Set out below is the proposed procurement timetable. This is intended as a guide and whilst FHG does not intend to depart from the timetable it reserves the right to do so at any stage

|  |  |
| --- | --- |
| **Date** | **Stage** |
| 20th December 2021 | Contract advertised |
| 20th December 2021 | ITT available to providers via the procurement portal |
| 21st January 2022 | Closing date and time for raising clarifications |
| 31st January 2022 | Closing date and time for receipt by FHG of ITT responses |
| February 2022 | Evaluation of ITT responses commences |
| February 2022 | Notification of proposed award |
| March 2022 | End of standstill period |
| March 2022 | Award of framework contract |
|  | Individual contracts will be awarded on a call-off basis |

* 1. Preparation Of Submission
     1. Providers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of a response. Providers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their response and all other stages of the selection and evaluation process. Under no circumstances will FHG or any of their advisers, be liable for any costs or expenses borne by providers, sub-contractors, suppliers or advisers in this process.
     2. Providers are required to complete and provide all information required in accordance with the documents. Failure to comply with the documents may lead to the rejection of a submission.
     3. FHG relies on a provider’s own analysis and review of information provided. Consequently, providers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their submission and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
     4. Providers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the services to be provided and their submission, without reliance upon any opinion or other information provided by FHG or their advisers and representatives. Providers should notify FHG (by the messaging function on the e-tendering portal) promptly of any perceived ambiguity, inconsistency or omission in the documents or any other information issued to them during the procurement process.
     5. The Provider must immediately inform FHG of any part of the documentation which cannot be priced, stating the reasons for the inability to provide a price.
  2. Submission Of Tenders
     1. You must submit your response via the e-tendering portal no later than **12 noon on Monday 31st January 2022** (“the Deadline”). Responses may be submitted at any time before the closing date. Submissions received before this deadline will be retained unopened until the opening date. You can withdraw, amend and resubmit any such submission prior to the deadline.
     2. The submission and any documents accompanying it must be in the English language.

* + 1. Documents should be in a read-only format. FHG accepts no liability for any errors arising from the submission of documents in other formats.
    2. Price and any financial data provided must be submitted in pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
    3. FHG does not accept responsibility for the premature opening or mishandling of submissions that are not submitted in accordance with these instructions.
    4. Providers must complete and submit all of the documents listed in Section 1.10 below.
    5. Providers must not include in the submission any extraneous information which has not been specifically requested.
  1. Documents to Complete

The providers submission shall comprise the following fully completed documents:

* Complete and submit the questionnaire within e-tendering Portal together with any requested attachments.
* Appendix 1: Certificate of Non Collusion. This document must be signed, dated and all other details completed as required.
* Appendix 2; Form of Tender. This document must be signed, dated and all other details completed as required.
* Appendix 3. Model Agreement. The provider will sign up to the FHG model terms as the overarching contract for these services.
* Appendix 5; Confidentiality Undertaking. This document must be signed, dated and all other details completed as required.
* Volume 3 Pricing Document. This document must have all price options completed and then be signed, dated and all other details provided as required.

Instructions for completing are given in Volume 3, Pricing Document. FHG reserves the right to disregard a tender if the Price Document is not completed in full as instructed.

Additionally the Provider shall also supply as part of their submission:

* Insurance certificates to meet the minimum requirements contained in the model terms of:
  + Employers Liability of £10,000,000
  + Public Liability of £5,000,000
  + Professional Indemnity of £1,000,000
* Proof of membership of the RICS or equivalent to prove professional competence.
* Financial Information; the provider is required to submit their Dun and Bradstreet (D&B) number. FHG use D&B to assess and monitor overall risk presented by a company. Any provider who is outside our risk tolerance may be the subject of further investigation to satisfy FHG as to the overall stability of a provider. Any provider whose D&B is outside of the risk tolerance of FHG with no mitigation will be rejected and their submission omitted from taking any further part in this procurement process.
* Environmental Policy
* Equality and Diversity Policy
  1. RESPONSE .
     1. Please ensure that all documents are submitted, duly and fully completed as appropriate.
     2. Any submissions which are incomplete may be disregarded and not included in the evaluation process. Providers are therefore reminded of their responsibility to ensure that their submission is complete and accurate.
     3. All documents must be submitted as attachments via the e-tendering portal system.
     4. Please do not submit any other material, unless specifically requested to do so by FHG
     5. Extraneous material will be disregarded and the submission of such material may render your tender ineligible.
  2. EVALUATION: PROCESS, CRITERIA & WEIGHTING
     1. The process will be conducted to ensure that submissions are evaluated fairly to identify the preferred provider(s) based on the most economically advantageous tender using a price & quality approach.
     2. Account will also be taken of any factors which may impact on the providers suitability that emerge from the tendering.
     3. The purpose of the procurement project is to determine which of the providers will be awarded the contract. The submission is designed to elicit from providers sufficient information that will allow us to make such an assessment.
     4. Providers responses to the online questions, pricing information and any other information specifically requested by FHG in this ITT will be evaluated against the high level criteria given in the table below.

|  |  |
| --- | --- |
| **High Level Evaluation Criteria For Selection of Providers** | |
| Price | 40% as per Volume 3 |
| Quality: | 60% as per the online questionnaire |

* + 1. Full details of the process and approach are provided in Appendix 4; Evaluation Criteria.
  1. CANVASSING
     1. Any Provider who directly or indirectly canvasses any officer, member, employee, or agent of FHG or their members or any relevant partner organisation or any of their officers or members concerning this procurement exercise or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other provider, submission or proposed submission will be disqualified.
  2. DISCLAIMERS
     1. Whilst the information in this document and other supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
     2. Neither FHG nor any relevant partner organisation nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the documents; or

accepts any responsibility for the information contained in the documents or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

* + 1. Any persons considering making a decision to enter into contractual relationships with FHG and/or, as applicable, any partner organisation following receipt of the documents should make their own investigations and their own independent assessment of the organisation and its requirements and should seek their own professional financial and legal advice.
    2. Any contract concluded as a result of this project shall be governed by English law.
  1. COLLUSIVE BEHAVIOUR

Any Provider who:

1. fixes or adjusts the amount of its submission by or in accordance with any agreement or arrangement with any other party; or
2. communicates to any party other than FHG the amount or approximate amount of its proposed submission or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the submission or insurance or any necessary security); or
3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a response; or
4. enters into any agreement or arrangement with any other party as to the amount of any response submitted; or
5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Submission or proposed Submission, any act or omission, shall (without prejudice to any other civil remedies available to FHG and without prejudice to any criminal liability which such conduct by a provider may attract) be disqualified.
   1. NO INDUCEMENT OR INCENTIVE

* + 1. The documents are issued on the basis that nothing contained in them shall constitute an inducement or incentive nor shall have in any other way persuaded a provider to submit a response or enter into the contract or any other contractual agreement.
  1. ACCEPTANCE

* + 1. The Provider undertakes that in the event of the tender being accepted and FHG confirming that acceptance in writing, the provider will execute the Model Agreement in the form supplied with this document or in such amended form as may subsequently be agreed within 30 days of being called upon to do so.
    2. FHG shall be under no obligation to accept the lowest or any tender.
  1. QUERIES RELATING TO THE TENDER

* + 1. FHG will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. Clarification requests must be submitted via the e-tendering portal
    2. In order to ensure equality of treatment of providers, FHG intends to publish the questions and clarifications raised by providers (but not the source of the questions) together with our responses to all participants. FHG reserve the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.
  1. AMENDMENTS TO TENDER DOCUMENTS

* + 1. At any time prior to the deadline for the receipt of documents, FHG may modify the documents by amendment. Any such amendment will be issued to all prospective providers via the e-tendering portal system as additional Information. In order to give prospective providers reasonable time in which to take the amendment into account in preparing their response, we may, at our discretion, extend the deadline for receipt of responses.
  1. LATE TENDERS

1.21.1 Any submission received after the deadline will be rejected unless the provider can provide irrefutable evidence that the submission was incapable of being received by the due date and time.

1.21.2. Where late receipt is due to a failure of the e-tendering system extensions may be granted. No extension will be granted in respect of any such failure(s) of the provider’s technology or any inability to access the system not due to a e-tendering portal system fault.

* 1. MODIFICATION AND WITHDRAWAL

* + 1. Any Provider wishing to modify their submission prior to the deadline must withdraw the response as submitted via e-tendering portal, make the necessary changes and resubmit the response. No submission may be modified subsequent to the deadline for receipt apart from where the provider completely withdraws their submission and takes no further part in the process
    2. Providers may withdraw their submission at any time prior to the deadline or any other time prior to execution of the contract/agreement. Prior to the deadline for submission the response may be withdrawn via the e-tendering portal system. Thereafter withdrawal must be i via the messaging facility within the e-tendering portal.
  1. RIGHT TO REJECT OR DISQUALIFY

* + 1. FHG reserves the right to reject or disqualify a Provider where:

1. the provider fails to comply fully with the requirements of this document or is guilty of a serious misrepresentation in supplying any information required in this document; or at any other part of the process; and/or
2. the provider is guilty of serious misrepresentation in relation to its submission; and/or
3. There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the provider.
   1. RIGHT TO CANCEL, CLARIFY OR VARY THE PROCESS

* + 1. FHG reserves the right to:

1. amend the terms and conditions of the process,
2. cancel the process at any stage; and/or
3. Require the provider to clarify its submission in writing and/or provide additional information. (failure to respond adequately may result in the provider not being selected),
   1. NOTIFICATION OF AWARD

* + 1. FHG will inform all providers of any intention to award a contract.
    2. All unsuccessful providers will be issued with an “unsuccessful letter” which will identify the successful supplier and the relative advantages of their bid.
    3. In accordance with regulation 87 of the PCR 2015, a 10 day standstill period following electronic notification of the outcome of the tender will be observed
  1. TRANSFER OF UNDERTAKINGS (Protection of Employment) Regulations) TUPE
     1. Any incumbent provider has indicated that TUPE will not apply to this tender
  2. APPENDIX 1; CERTIFICATE OF NON-COLLUSION

**Employer’s Agent Services**

To: Futures Housing Group. Futures House, Argosy Road, Castle Donnington, DE74 2SA.

I/We certify that this is a bona fide tender, and that I/we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any person. I/we also certify that I/we have not done, and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

1. communicated to a person other than the person calling for this tender the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
2. entered into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted;
3. offered to or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

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

Signature: ………………………………………………………………………………………………………………

(Agent duly authorised by the company to sign on its behalf)

Name: ……………………………………………………………………………………………………

Dated this…………day of………………………………………………... 2022.

Full name of Company: …………………………………………………………………………………

Postal Address: …………………………………………………………………………………………...

………………………………………………………………………………………………………………

Telephone No: ……………………………………………………………………………………………

Email Address: ……………………………………………………………………………………………

* 1. APPENDIX 2; FORM OF TENDER

**Employer’s Agent Services**

To: Futures Housing Group. Futures House, Argosy Road, Castle Donnington, DE74 2SA

Having read and understood the tender documentation, specification of works as appropriate, I/We hereby offer to execute and complete the whole of the works for the sum as detailed in the signed and dated pricing document.

This tender remains open for acceptance for a period of 120 days from the closing date and time for receipt of tenders. I/We hereby agree to accept and be bound by the following conditions:

* 1. That there shall be no communication to any person, other than the person calling for tenders, of the amount of the tender unless in accordance with any agreement or arrangement so to communicate.

2. That there shall be no adjustment of the amount of the tender in accordance with any agreement or arrangement between the tenderer and any person other than the person calling for the tenders.

The Collusive Tendering Certificate which forms part of this tender are signed and attached hereto as part of the priced specification.

Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us, subject only to any reservations which may be contained within such acceptance. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Signature: ………………………………………………………………………………………………………………

(Agent duly authorised by the company to sign on its behalf)

Name: ……………………………………………………………………………………………………

Position in Company: ……………………………………………………………………………………

Dated this…………day of………………………………………………... 2022.

Full name of Company: …………………………………………………………………………………

Postal Address: …………………………………………………………………………………………...

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Telephone No: ………………………………Email Address: ………………………………………….

* 1. APPENDIX 3; CONTRACT DETAILS

1.28.1. It is a requirement that the successful provider will sign and adhere to the FHG model terms of service which have been attached for information and agreement. If the provider wishes to propose a modification to any part of these then they should notify FHG, detailing the scope of the proposal. Although we remain committed to working with providers, we reserve the right to accept no modifications where these are deemed to be prejudicial to business requirements. These will be the overarching terms for this framework. The model terms are attached as document 1a. Appendix 3; Model Terms of Service.

1.28.2. Any direct appointment or call for further competition will be subject to a separate set of Terms & Conditions (T&C’s) for each individual commission awarded. The form of these T&C’s are attached as document 1b. Appendix 3; Employer’s Agent T&C of Appointment. If the provider wishes to propose a modification to any part of these then they should notify FHG, detailing the scope of the proposal. Although FHG remain committed to working with providers, they will reserve the right to accept no modifications where these are deemed to be prejudicial to business requirements.

**1.29. APPENDIX 4; EVALUATION CRITERIA**

1.29.1. Evaluation Methodology

The Contract will be awarded on the basis of the most economically advantageous tender. This will mean assessing that the Provider's tender submission meets FHG requirements and that the price offers value for money. Assessment will be made against each of the criteria set out in this Appendix 4 of this Invitation to Tender and will be made on the Providers submissions in response to this invitation and robustness investigations as appropriate. The weighting of such assessment will be on the basis of 40% price and 60% quality on the criteria as set out below

1.29.2. The Evaluation team

An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each submission. The evaluation team will comprise of Future’s Development Officers / Technical Team.

1.29.3. Proposals Assessment

The purpose of the assessment will be to ensure that the providers submission meets the requirements of FHG. This evaluation will take place in stages as detailed in Table 1.

| **Table 1 - Proposal Assessment** | | | | |
| --- | --- | --- | --- | --- |
| **Stage** | | **Sub Stage** | **Evaluation Requirements** | **Resulting Actions** |
| 1 | Compliance check | None | As detailed in Table 2 | Full compliance required for quality assessment to take place |
| 2 | Quality Assessment | None | Quality marks awarded as detailed in the Quality assessment section below. | This will form the initial allocation of 60**%** of the total award criteria for the submission. |
| 3 Price | | None | Marks for price awarded as detailed in the pricing assessment section below. | Overall marks awarded as a percentage of the lowest compliant tender as detailed in the paragraph entitled "Price Assessment" below.  This shall form the initial allocation of 40% of the total award criteria for the Tender |
| The top five submissions may be tested for robustness. This shall be the highest scoring submissions when each providers quality and price scores are added together. | | | | |
| 4 | Robustness Investigation | Submission | A comprehensive examination of the provider’s submission against the requirements of these documents. | A detailed examination of the provider’s submission applying business critical knowledge of the requirements to identify areas of risk. |
| Demonstration | Demonstrations of systems and processes by the provider to FHG | The provider shall demonstrate the operational delivery of any processes or systems as requested by FHG to identify areas of risk.  Overall application of robustness investigation will be as detailed in Table 5. |
| Mitigation | Mitigation of identified risks by the provider to FHG | The provider shall propose actions which will mitigate any risks identified.  Overall application of robustness investigation will be as detailed in Table 5. |

1.29.4. Compliance Check

The initial assessment of the submission will be to ensure that the information submitted complies with the basic requirements of the invitation to tender, Table 2 shows the details of the compliance check that will be carried out on the tender submission upon receipt and defines the resulting actions for non-compliance.

| **Table 2 - Compliance Check** | | | |
| --- | --- | --- | --- |
|  | **Area** | **Evaluation Requirements** | **Resulting Actions** |
| Appendix 1 | Certificate of Non-Collusion | Signed certificate of non-collusion. | A failure to submit a signed non collusion certificate at the time of submission may be deemed as an act of non-compliance and therefore potentially eliminating the provider from the process. |
| Appendix 2 | Form of Tender | Signed form of tender | A failure to submit a signed form of tender at the time of submission may be deemed as an act of non-compliance and therefore potentially eliminating the provider from the process. |
| Appendix 3 | Contract Details | Confirmation of having reviewed and accepted the terms of the contract and confirmed willingness to enter into the contract. | Failure to agree the current draft and confirm willingness to enter into the form of contract may be deemed as an act of non-compliance and therefore potentially eliminating the provider from the process. |
| Appendix 5 | Confidentiality Undertaking | Signed confidentiality undertaking | A failure to submit a signed confidentiality undertaking at the time of submission may be deemed as an act of non-compliance and therefore potentially eliminating the provider from the process. |
| Volume 3 | Price Schedule | A response to the document as specified | Failure to provide a response to this document may result in a fail for the compliance test and eliminate the provider from the process. |
| Online Procurement Portal | Quality Response | A response to the quality questions as required. | Failure to provide a response to these questions may result in a fail for the compliance test and eliminate the provider from the process. |
| Additional Documents | 1.10. of the ITT | Return copies of all documents as detailed in 1.10. of the ITT. | Failure to provide these documents may result in a fail for the compliance test and eliminate the provider from the process. |

1.29.5. Qualitative Assessment.

Full details including weighting, guidance, limitations and other relevant information are contained within e-tendering portal together with any requested attachments. Quality will account for 60% of overall assessment of the submissions.

Each of the quality questions will initially be marked out of five, using the scoring scale noted in Table 3 below and will then have the weighted multiplier applied to reflect the available quality score. As an example:

Question A is weighted at 5% of the available 60% for quality. For this question Supplier 1 is evaluated as a score of 5, Supplier 2 is evaluated as a score of 3 and Supplier 3 is evaluated as a score of 1. The quality marks awarded would be:

Supplier 1 5% (100% of the available 5%); Supplier 2 3% (60% of the available 5%); Supplier 3 1% (20% of the available 5%).

| **Table 3 – Scoring Scale** | | |
| --- | --- | --- |
| Scoring Rationale | Score | Weighting |
| Exceptional understanding and interpretation | 5 | 100% |
| Above expectations and an excellent understanding and interpretation of requirements | 4 | 80% |
| Meets expectations and reflects adequate understanding of all issues and aspects | 3 | 60% |
| Below expectations, reflects limited understanding and misses some aspects | 2 | 40% |
| Well below expectations and significantly fails to meet the standard | 1 | 20% |
| Unacceptable and complete failure to grasp/reflect the core issues | 0 | 0% |

1.29.6. Price Assessment.

The Providers submitted prices from Volume 3; pricing schedule will be assessed, and overall marks awarded as a percentage of the lowest compliant tender. The lowest compliant tender from the Volume 3; pricing schedule will be awarded 100% of the marks available for that part of the evaluation and all other tenders will then be awarded the percentage difference between their submitted price/percentage rate and that of the lowest compliant tender. The marks obtained by each Provider will then be weighted to reflect the overall mark of 40% available for price. As an example:

As an example:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Provider A | Provider B | Provider C |
| **Total Tender Price from Volume 3; Pricing Schedule** | £312,000 | £329,000 | £347,000 |

Price Assessment Evaluation:

Provider A has submitted the lowest price and therefore attracts 100% of the marks available. Therefore they will be awarded the full 40% available.

Provider B is evaluated as follows; Provider B price minus Provider A price (£329,000 - £312,000 =£17,000). Provider B is therefore £17,000 more expensive than Provider A which makes Provider B 5.4% (rounded to 1 decimal place) more expensive than Provider A (£312,000\*5.4%=£16,848 (due to rounding to 1 decimal place)). Provider B will be awarded 94.6% (100%-5.4%=94.6%) of the total marks available. Provider B will therefore be awarded 37.8% (40%\*94.6%).

Provider C is evaluated as follows; Provider C price minus Provider A price (£347,000 - £312,000 =-£35,000). Provider C is therefore £35,000 more expensive than Provider A which makes Provider C 11.2% (rounded to 1 decimal place) more expensive than Provider A (£312,000\*11.2%=£34,944 (due to rounding to 1 decimal place)). Provider C will be awarded 88.8% (100%-11.2%=88.2%) of the total marks available. Provider C will therefore be awarded 35.5% (40%\*88.8%).

To note scores will be stated to 1 decimal places with the first decimal point rounded up if the second decimal point is '5' or higher.

1.29.7. Robustness Investigation.

The robustness investigation will be undertaken for the top five placed most economically advantageous tender. Where any submission found to present risks which are unacceptable, then this submission will be failed in line with the detailed application in Table 4.

Where any submission has been failed due to unacceptable risks, then a robustness investigation will be undertaken on the sequentially next ranked submission and then this process will be repeated through all of the submission until a submission is found which does not present an unacceptable risk. If all submissions are found to contain risks which are unacceptable, then this process will be discontinued, and all providers notified of the decision not to proceed.

The robustness investigation will be a three-part process:

1. Submission

* FHG will undertake a detailed investigation into all parts of the provider's submission. The investigation will involve the comparison of business-critical knowledge, market information and sustainability against all information submitted by the provider.
* The investigation will be applied for any part of this procurement exercise. Any risks which are identified will be categorised as per Table 4 and full details shared with the provider.
* The provider will be requested to submit items as instructed by FHG to examine and test for quality and to ensure that they are fit for purpose.

2. Demonstration

* FHG will request that the provider demonstrates the application of any part of a system or process to assess the viability of proposals against the reality of delivery for any parts of the provider's submission as required.
* The demonstration will be applied to any part of this procurement exercise. Any risks which are identified will be categorised as per Table 4 and full details shared with the provider.
* The demonstration may involve interviews, work shadowing, site visits, examination of systems being used or any other method which would provide an assurance against the providers submission or proposed working methods for the contract.

3. Mitigation

* FHG will request that the provider submits their proposals for the mitigation of any risks identified during the robustness investigation.
* The mitigation will be applied to each specific risk identified and will be accepted or rejected by FHG as appropriate.
* FHG reserves the right to disqualify bids as part of the robustness investigation where information given by the provider as part of their submission is found to be false or misleading.
* FHG reserve the right to review scores to quality questions and adjust them in relation to clarifications obtained as part of the robustness investigation. No scores will be increased and a reduction to a score will only occur where clarification of a providers response indicates that the initial score should have been lower.

|  |  |  |
| --- | --- | --- |
| **Table 5 Robustness Investigation** | | |
| **Category** | **Description and actions** | **Outcome** |
| Unacceptable Risk | An unacceptable risk is one which is business critical and would detrimentally affect the delivery of the contract to the standards required.  All risks which are identified under this category will be notified to the provider for comment and mitigation if feasible.  Any risks where its deemed that the provider has identified an appropriate amendment which would mitigate the risk will be downgraded to the category of Major Risk and resulting actions under this category will apply.  If the provider fails to mitigate any form of unacceptable risk then the tender submission will be failed and full details sent to the provider. | Any submission which contains an unacceptable risk which cannot or is not mitigated will be discounted and failed from this process. |
| Major Risk | A major risk is one which could be business critical and could detrimentally affect the delivery of the contract to the standards required.  All risks which are identified under this category will be notified to the provider for comment and proposals for mitigation.  A provider must enact all mitigation actions prior to the start date of the contract or an agreed period from when they become known.  Any major risk where its judged that the mitigation is not adequate or has not been undertaken prior to the start of the contract will be upgraded to an unacceptable risk and the resulting actions from that category will apply. Full details of this will be sent to the provider. | Any submission which contains a major risk will have a mitigating action undertaken on it prior to the contract start date or such date as the risk becomes known. FHG reserve the right to review scores to quality questions and adjust them in relation to clarifications obtained as part of the robustness investigation. No scores will be increased and a reduction to a score will only occur where clarification of a providers response indicates that the initial score should have been lower |
| Minor Risk | A minor risk is one which detrimentally affects a continuous high standard of delivery.  All risks which are identified under this category will be notified to the provider for comment and proposals for mitigation.  A provider must enact all mitigation actions within a timescale to be agreed, but at the very latest the first year of the contract.    Any minor risk where its judged that the mitigation is not adequate or has not been undertaken within the timescales agreed will be upgraded to an major risk and the resulting actions from that category will apply. Full details of this will be sent to the provider. | Any submission which contains a minor risk will have a mitigating action undertaken on it within the agreed timescales. FHG reserve the right to review scores to quality questions and adjust them in relation to clarifications obtained as part of the robustness investigation. No scores will be increased and a reduction to a score will only occur where clarification of a providers response indicates that the initial score should have been lower |

**1.30. APPENDIX 5; CONFIDENTIALITY UNDERTAKING**

**Employer’s Agent Services**

To: Futures Housing Group. Futures House, Argosy Road, Castle Donnington, DE74 2SA

We agree that we shall not, during the tender for the above contract or at any time thereafter, disclose or share with any person (except as may be required or permitted by law or with Future Housing Groups (FHG) express permission in writing) the tender documents or any information contained therein or subsequently provided to us by FHG verbally or in writing or by any agent working on FHG’s behalf, in connection with this tender, all of which information shall be deemed to be confidential. We further agree that:

We will use only such information for the purposes of preparing our Tender submission and shall promptly return to FHG un-copied, any hardcopy documentations or any other information provided to us in connection with the tender, or if information is provided to use by FHG electronically via e mail, document transfer or online document exchange system, this information will also be deleted from our computer systems if we are subsequently unable to tender or our tender is not successful.

We shall neither dispose nor part with the possession of any confidential material provided to us by FHG, or prepared by us pursuant to the tender, save where the disclosure of such confidential information is essential for the procurement of a Performance Bond or an Insurance Quotation pursuant to the Tender.

We shall not divulge and shall ensure that any person employed by us or acting as our agent does not divulge, to any third party any information which comes into our or their possession in the course of performing the contract or submitting any tender.

We declare that we are and shall remain registered as a Data Controller under the Data Protection Act 2018. We agree that any personal data transferred to us pursuant to the undertaking of the tender will be securely stored and processed in line with the requirements of the Data Protection Act 2018.

We shall indemnify FHG against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this undertaking.

Signature: ………………………………………………………………………………………………………………

(Agent duly authorised by the company to sign on its behalf)

Name: ……………………………………………………………………………………………………

Position in Company: ……………………………………………………………………………………

Dated this…………day of………………………………………………... 2022.

Full name of Company: …………………………………………………………………………………

Postal Address: …………………………………………………………………………………………...

………………………………………………………………………………………………………………

Telephone No: ……………………………………………………………………………………………

Email Address: ……………………………………………………………………………………………

VOLUME 2; SPECIFICATION FOR SERVICES

* 1. OVERVIEW OF FRAMEWORK
     1. Futures Housing Group (FHG) is looking to appoint a framework of providers for the Employer’s Agent (EA) and associated services, details of which are included in the enclosed documents.
     2. The services will be let across a single Lot which is intended to cover the entire geographical area of the FHG operation. FHG will appoint up to five providers onto the Lot from which a direct call-off contract may be awarded or a call for further competition may be carried out.
     3. The procurement project is based around Employer’s Agent services for land led schemes under a JCT Design & Build 2016 Contract. FHG recognise that they will also, on occasion, require employer’s agent services for:
* Section 106 schemes
* Package deals

The intended approach for these type of schemes will remain broadly the same with the top ranked provider being selected to provide a fee base on a project by project basis or a mini competition amongst all providers.

* + 1. Any direct call off will always be directly through the top ranked provider. Where the top ranked provider cannot fulfil the requirement or it is considered that they are already committed to a large number of commissions from FHG, then it will move to the second ranked provider. Where the same conditions exist for the second ranked provider then it moves sequentially onto the third if required.
    2. FHG reserves the right to subject any commission, at their discretion, to a call for further competition. Any call for further competition will involve all providers who are on the framework.
    3. The framework will be formed for an initial period of three years. FHG will then have the option to extend the duration of the framework for a further twelve-month period on two separate occasions to give the maximum term of the framework being 5 years or 60 months.
    4. It is the intention to raise individual commissions under the framework. However, due to the volatility of the market, FHG cannot guarantee any level of commissions and always reserves the right to raise no works under this framework.
    5. Should the structure or nature of the framework become detrimental to the business objectives of FHG, then FHG reserve the right to formally collapse the agreement. All providers will always be given due notice should this circumstance occur.
  1. EMPLOYER’S AGENT – SCOPE OF SERVICES
     1. The following scope of typical services are based on a contract type of JCT Design & Build 2016. It is intended that these are viewed as the minimum requirements expected by FHG, however it should not be considered an exhaustive list.

1. **GENERAL:**
   1. The Employer’s Agent will act as the Employer’s Authorised Representative, Contract Administrator and Lead Consultant for the project.
   2. In addition to the services below the Employer’s Agent will establish and maintain the following throughout the project:

a) – Project Programme

b) – Project Risk Register

c) – Planning Tracker

d) – Statutory Agreements Tracker

e) – Co-lateral Warranty Tracker

f) - Cost Control

1.3. Liaise with the successful Contractor to ensure the supply chain clearly understand the project objectives and their role and responsibilities in achieving success

* 1. Ensure, at every stage, full consideration is given to achieving efficiency and value for money for FHG.
  2. Perform the role of Principal Designer under the Construction (Design & Management) Regulations 2015.

1. **PRE – TENDER:**
   1. Visit the site and carry out initial inspections, as required, reporting any specific concerns
   2. Procure, lead, coordinate and manage any surveys or specialist consultant advice
   3. Prepare and maintain a Project Execution Plan and cost estimate
   4. Organise and Chair Design/Pre-Tender meetings as necessary, take minutes and circulate to Project Team within 5 working days
   5. Liaise with the Employer and any other appointed consultants (collectively ‘The Project Team’) to ensure continuity of information and design in response to the Employer’s specification and aspirations. Highlight, discuss and agree all differences
   6. Ensure requirements of Statutory Authorities and Service/Utility Companies are fully understood and included within the Employer’s Requirements
   7. Oversee the appointment and work of a Party Wall Surveyor, where required, and ensure all relevant information is included within the Employer’s Requirements
   8. Produce an Employer’s Requirements document for use with the appropriate JCT contract incorporating the latest amendments and requirements of The Futures Housing Group, meeting the requirements of Homes England and any other funding partner, if applicable, and compliant with the client’s latest specification for the relevant tenure.
2. **PRE - CONTRACT:**
   1. Advise on Procurement Strategy and establishing a tender list
   2. Prepare and issue all relevant documents for tender, confirming they meet FHG requirements and/or the requirements of the Public Contracts Regulations. All documentation must be issued using an electronic system which records and maintains a full audit trail for each project.
   3. Receive any queries from tenderers, liaise with Employer, and ensure all tenderers are notified of answers to queries
   4. Check all tender returns for errors, omissions, exclusions and qualifications
   5. Coordinate, manage and record pre and post tender interviews
   6. Carry out an analysis of the Contractor’s Proposals and prepare a report for the Employer to include:
      1. All variations from Employer’s Requirements
      2. A Contract Sum Analysis
      3. Updated Programme, critical path, sequence, phasing and methodology
      4. Construction Phase Health and Safety Plan
      5. Cash flow forecast
      6. Current market assessment of value for money
      7. Recommendation
   7. Negotiate with the preferred contractor to achieve positive Value Engineering, cost savings/amendments to the Employer’s Requirements/Contractors Proposals
   8. Prepare two full sets of all contract documents. Provide one additional set of documents (excluding the Building Contract) for use as a ‘working copy’ for FHG Development staff
   9. Issue contract, insurances, bonds and all Co-lateral Warranties for signature, in a timely manner and establish a ‘Tracker’ to record progress
   10. Organise and chair a Pre-contract meeting, issuing an agenda five working days in advance, produce and circulate minutes within five working days
   11. Prior to a start on site confirm insurances and bonds are in place and that the F10 has been submitted to HSE. Resubmit the F10 if the programme is extended beyond the date given in the initial F10.
3. **POST CONTRACT:**
   1. Manage and administer the contract on behalf of the Employer. The Employer’s Agent is the key contact for the Contractor and the only company that can issue instructions to the Contractor
   2. Produce monthly updated information on cashflow projections for the project and a statement of the projected draft final account. Check and agree monthly application for payment form the Contractor and issue a Certificate for Payment and Statement of Retention
   3. Organise and chair monthly site meetings. Ensure the contractor provides monthly progress reports, to be presented at the meeting which shows actual programme against projected, information requirements (with timescales), decisions/approvals required (with timescales), instructions/variations, agreed/issued and quality control. Employer’s Agent to produce and issue minutes within 2 working days of meeting.
   4. Liaise with the Clerk of Works/Technical Inspector/Administrator, the Associations Project Manager and Contractor during the Contract in relation to quality control, technical issues, known and anticipated variations, delays and loss and expense matters. Issue reports as necessary to include time/cost implications
   5. As works progress, check and confirm via site meetings that the Contractors Proposals match the Employer’s Requirements
   6. Review and report on all cost/expense and extension of time requests submitted by Contractor
   7. Arrange and co-ordinate the handover process in accordance with the Employer’s Requirement and Contract conditions
   8. Liaise with Futures Fire Risk Assessor and Gas Safety Assessor as necessary
   9. Organise for the Contractor to deliver training to Employer’s staff
   10. Monitor and report on the progress of the Contractor’s production of The Building Manual and Health and Safety File. Ensure a fully completed manuals are available at handover. Where possible both paper and electronic copies should be provided.
4. **POST PRACTICAL COMPLETION:**
   1. Organise and chair a project review meeting to establish ‘lessons learned’. This will include recording both positive and negative aspects of the project and listing recommended improvements for consideration on future projects
   2. Advise on recovery of Liquidated and Ascertained Damages where appropriate. Prepare and issue Payless Notices
   3. Liaise with all parties to agree complete and issue the Final Account within 12 months of Practical Completion
   4. Report appropriate defects to the Contractor, monitor rectification of defects in accordance with procedure. Provide monthly update reports to Employer
   5. Issue Certificate of Making Good Defects and release of retention monies.

VOLUME 3; PRICING MATRIX FOR SERVICES

3.1. This contract is to be based on the pricing model details of which are set out below. If the Provider finds any inconsistency in the information set out in this document, then they are to notify the FHG through the tendering portal.

3.2. In order that FHG can consistently calculate costs the provider shall price the works based on the pricing mechanism. The provider will not make their own interpretation on any part of the pricing matrix and will always seek guidance from the FHG.

3.3. Each commission is to be carried out on a % fee based on the approximate size of the scheme. The fee basis provided in this document will remain fixed for the first full year of the framework. This applies equally to role of Employers Agent or Principal Designer as required.

3.4. The % fee will be fixed at time of appointment and no variation to this will generally be allowed. Where the project incurs significant changes, through delays etc. or the external operating environment noticeably impacts, then the provider may discuss with FHG any impact on the fee which this might have. Any such discussion will be supported by full impact evidence and FHG do not guarantee to vary any fee as part of these discussions.

3.5. FHG recognise the recent and current volatility within the market. Therefore the framework providers % fee will be reviewed on an annual basis to ensure that it is still consistent with the external environment. This does not automatically guarantee or confirm any form of uplift but is intended to provide an equitable mechanism whereby a providers fee base remains competitive. No changes will be allowed to the fee base provided in this document without full supporting evidence and the written agreement of FHG.

3.6. The provider shall complete the pricing document in the following manner for both (i) Employer’s Agent services (ii) Principal Designer services:

* In the % fee column, the provider will insert their % fee for that size of scheme.
* There are three banded scheme sizes, (i) up to £2,000,000 (ii) £2,000,001 - £6,000,000 (iii) £6,000,001 +. Therefore a provider is required to enter three % fees, one against each, otherwise their submission will be marked non-compliant.
* In the sub total for tender column, the provider will multiply the corresponding % fee by the notional sum to produce a sub total for the tender against each banded scheme size.
* In the Employer’s Agent services the provider will add together the three sub totals to produce a bottom line total called EA total.
* In the Principal Designer services the provider will add together the three sub totals to produce a bottom line total called PD total.
* The EA total will be added together with the PD total and the resulting sum entered as the tender sum. This is the figure which will used for price evaluation purposes.
* As a worked example, for illustrative purposes only:

**Employers Agent services:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **% Fee** | **Notional Schemes** | **Notional Sum** | **Sub Total for Tender** |
| Schemes up to £2,000,000 | 0.75% | 5 | £10,000,000 | £75,000 |
| Schemes from £2,000,001 to £6,000,000 | 0.50% | 3 | £12,000,000 | £60,000 |
| Schemes above £6,000,001 | 0.40% | 1 | £6,000,001 | £24,000 |
|  |  |  | EA Total | £159,000 |

**Principal Designer services:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **% Fee** | **Notional Schemes** | **Notional Sum** | **Sub Total for Tender** |
| Schemes up to £2,000,000 | 0.75% | 5 | £10,000,000 | £75,000 |
| Schemes from £2,000,001 to £6,000,000 | 0.50% | 3 | £12,000,000 | £60,000 |
| Schemes above £6,000,001 | 0.40% | 1 | £6,000,001 | £24,000 |
|  |  |  | PD Total | £159,000 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | Tender Sum | £318,000 |

* In the worked example above the tender sum which would therefore be taken through to price evaluation is £318,000.

3.7. No claim made by the provider will be allowed on the grounds of deficiency of knowledge.

3.8. No percentage variations will be permitted as a result of a provider not undertaking the amount of works that they had expected.

3.9. All percentages will be exclusive of VAT with VAT being added at the appropriate rate when required.

3.10. All percentages provided will be fully inclusive of all expenses including travelling and other disbursements.

3.11. The provider shall fully complete all information required, as appropriate, for the appropriate pricing schedule. Failure to fully complete all required information for each pricing schedule may lead to the submission being rejected due to non-compliance.

**3.12. PRICING SCHEDULES**

To provide core Employer’s Agent services, the minimum requirements for which are set out in the specification.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **% Fee** | **Notional Schemes** | **Notional Sum** | **Sub Total for Tender** |
| Schemes up to £2,000,000 |  | 5 | £10,000,000 | £- |
| Schemes from £2,000,001 to £6,000,000 |  | 3 | £12,000,000 | £- |
| Schemes above £6,000,001 |  | 1 | £6,000,001 | £- |
|  |  |  | EA Total | £- |

To provide core Principal Designer services, the minimum requirements for which are set out in the specification.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **% Fee** | **Notional Schemes** | **Notional Sum** | **Sub Total for Tender** |
| Schemes up to £2,000,000 |  | 5 | £10,000,000 | £- |
| Schemes from £2,000,001 to £6,000,000 |  | 3 | £12,000,000 | £- |
| Schemes above £6,000,001 |  | 1 | £6,000,001 | £- |
|  |  |  | PD Total | £- |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | Tender Sum | £- |

Signature: ………………………………………………………………………………………………………………

(Agent duly authorised by the company to sign on its behalf)

Name: ……………………………………………………………………………………………………

Position in Company: ……………………………………………………………………………………

Dated this…………day of………………………………………………... 2022.

Full name of Company: …………………………………………………………………………………

Postal Address: …………………………………………………………………………………………...

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Telephone No: ……………………………………………………………………………………………

Email Address: ……………………………………………………………………………………………