



Tender for the Refurbishment and Completion of Fire Safety Works in 43 Blocks of Residential Flats

Important Information

The final time and date for the return of the completed tender is 05-02-2021 at 12pm. Any tender received after this time will not be considered. Tender responses should be returned FAO Finance Director, EPIC Housing 131- 141 Ubbberley Road, Stoke-on-Trent, Staffordshire, ST2 0EF.

If, after considering the information in the tender and you decide not to submit please withdraw your information via email us to that effect with your reasoning. Please email Peter Shackley (p.shackley@epichousing.co.uk) quoting the 'Tender for the Refurbishment and Completion of Fire Safety Works in 43 Blocks of Residential Flats'

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1. About EPIC

EPIC (Empowering People, Inspiring Communities) is a registered provider of housing which owns and manages 1,233 properties in North Staffordshire. The majority of our homes are located in the Bentilee estate in Stoke-on-Trent, however, our growth programme has helped us purchase over 200 houses located throughout Stoke-on-Trent with several in the adjoining areas of Newcastle-under-Lyme and Staffordshire Moorlands. We have a strong social purpose, and over the years we have helped transform Bentilee into a good place to live and work, helping residents enjoy their lives in safe and peaceful surroundings. We provide high-quality low-cost rental housing.

We ensure our homes are maintained to high standards and our growth programme has helped drive up standards within the area as all the homes we acquire are brought up to the Decent Homes Standard. Our vision is to extend the range of good quality housing choices available for people on below average incomes, with a supporting mission of delivering an intelligent housing service which creates value for the household and the wider community. Our performance in most comparable areas is between good and excellent and our customers rate us highly.

2. Scope of Services

EPIC are seeking to appoint a contractor to undertake refurbishment works to 43 blocks of flats. This includes important fire safety works identified from our latest round of fire risk assessments. Each block will require an individual survey to fully scope the works prior to commencement of the contract. To arrange a site inspection prior to the submission of the tender please contact e.townsend@epichousing.co.uk or j.plant@epichousing.co.uk.

The scope of the works is as follows:

- The installation of FD60S self closing fire doors and framesets to the flats where this is feature is not already present. This equates to approximately 270 flat doors.
- The replacement of flat windows which vent into the communal area with 60 minute non-opening windows and frames. This equates to one window per floor per block, totalling 86 windows.
- The completion of an electrical test to all of the communal electrics in each of the 43 blocks and issue of a valid EICR.
- Installation of a fire documents box on each of the 43 blocks. The boxes should be accessible by an FB1 key, waterproof and secured to the exterior of the building.
- Removal of timber cladding from the front building elevations, checking the fire stopping and installing a low maintenance, fire rated cladding which meets the requirements of BS8414.
- Removal or sealing of vents from the flat walls to the common parts and installation of alternative venting where necessary.
- Replacing the non-fire rated enclosure to the electrics located within the common area with a 30 minute fire resisting construction including an FD30S fire door(s) fitted with a lock and suitable signage.
- Undertaking redirection of the ducts from the flats so as not to pass through the common parts.
- Installation of fire detection to the following standard Grade D: LD2 coverage in the common areas and a heat detector in each flat in the room/lobby opening onto the escape route (interlinked).

- To upgrade the existing fire detection and alarm system to a Grade D Category LD1 system, with smoke alarms in the entrance hall, living room, inner hall and bedrooms, and a heat alarm in the kitchen.
- The installation of FD30 doors to between living room and bedrooms of the flats.
- The installation of FD30 internal doors to the kitchens of the flats.
- Painting the internal communal areas in line with EPIC's agreed colour scheme. The paint must be flame retardant and comply with the requirements outlined in Approved Document B.
- Painting external soffits and fascia's in line with EPIC's agreed colour scheme.
- Installing anti slip stair tread nosings on the communal stairs cases.
- Repairing the quarry tile flooring in the communal areas, including replacing damaged tiles, re-grouting and deep cleaning;

It should be noted that the client wishes to prioritise the installation of the fire detection systems into each block of flats and wishes for this work to be completed as expediently as possible.

Contract Start Date: March 2021

Anticipated Contract Duration: 3 months.

2.1 Business Continuity, Contingency and Disaster Recovery

Contractors must maintain a robust plan setting out their arrangements to ensure business continuity, contingency and disaster recovery which ensures that the provision of the Services as described in the Contract can be continued in the event of any business disruption, including adverse weather, staffing shortages, IT difficulties and Force Majeure. Contractors shall maintain their readiness to deal with unplanned events in accordance with the business continuity principles and operation of ISO22301 (Business Continuity Management) or equivalent throughout the term of the Contract.

2.2 Risk Management

Contractors will provide all supplies/ services/works under the Contract in a timely and professional manner in accordance with best industry practice, using all reasonable skill and care.

Contractors will ensure the Contract is delivered by appropriately skilled and qualified persons who have the necessary skills, experience and expertise to deliver and shall ensure that such personnel are fully trained and up-to-date with all current industry developments.

2.3 Warranties

Contractors shall repair, replace or refund the cost of all Items supplied under this Contract that are or become defective within twelve months from the date of supply.

Contractors shall ensure manufacturer's warranties in favour of EPIC for any parts or equipment so covered. Contractors will assign to EPIC the benefit of all manufacturer's warranties relating to items supplied under this Contract to the extent that such warranties are capable of assignment.

3. Statutory Compliance

3.1 Relevant Legislation

Contractors must adhere to and ensure that the work meets the requirements of all relevant and applicable legislation which provides for the protection of health and safety of EPIC's tenants, staff and members of the public. This includes, but is not limited to, the following legislation:

- Health & Safety at Work Act 1974
- Management of Health & Safety at Work Regulations 1999
- Workplace (Health, Safety & Welfare) Regulations 1992
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Work at Height Regulations 2005 (WAHR)
- Personal Protective Equipment at Work Regulations 1992
- Hazardous Waste (England and Wales) Regulations 2005 (Amendment 2009)
- Safety Signs and Signals Regulations 1996
- Fire Precautions(Workplace) (Amendment) Regulations 1999
- The Health and Safety (First Aid) Regulations 1981
- Gas Safety (Management) Regulations 1996 (as amended)
- The Building Regulations in England and Wales
- Dangerous Substances and Explosive Atmospheres Regulations 2002
- Pressure Equipment Regulations 1999
- Pressure Systems Safety Regulations 2000
- Pipelines Safety Regulations 1996
- Heat Network Regulations 2014
- Electricity at Work Regulations 1989
- I.E.E. Regulations: 18th Edition
- Building Regulations (England and Wales)
- Approved Documents to the Building Regulations (England and Wales)
- Construction (Design and Management) Regulations 2015
- Control of Asbestos Regulations 2012
- The Asbestos (Licensing) (Amendment) Regulations 1998
- Regulatory Reform (Fire Safety) Order 2005 (FSO)
- Electricity at Work Regulations 1989
- Electrical Equipment (Safety) Regulations 2016
- Control of Substances Hazardous to Health Regulations 2002 (as amended)
- Defective Premises Act 1972
- Landlord and Tenant Act 1985
- Homes (Fitness for Human Habitation) Act 2018

3.2 British Safety Standards

Contractors must adhere to and ensure that the work meet the requirements of the following British Safety standards in so far as they apply to the work that they are required to carry out under the Contract:

- BS 5839-1:2017 Fire detection and fire alarm systems for buildings. Code of practice system design, installation, commissioning and maintenance in non-domestic premises.
- BS 5839-6:2013 Fire detection and fire alarm systems for buildings. Code of practice for the design, installation and maintenance of fire detection and fire alarm systems in domestic premises.
- BS 5266-1: 2016 (BS EN 50172: 2004) Emergency Lighting. Code of Practice for the emergency lighting of premises.
- BS EN 1838:2013 Lighting applications. Emergency lighting.
- BS EN 50172:2004, BS5266-8:2004 – Emergency Escape Lighting Systems.
- BS 5306-3:2017 Fire extinguishing installations and equipment on premises. Commissioning and maintenance of portable fire extinguishers. Code of practice.
- BS 7671:2018 including current amendments. Requirements for Electrical Installations – IET Wiring Regulations.
- BS EN 12101-3:2002 Smoke and heat control systems. Specification for powered smoke and heat exhaust ventilators.

3.3 Approved Codes of Practice and Guidance

Contractors must adhere to and ensure that the work meet the requirements of the following Approved Codes of Practice and Guidance in so far as they apply to the work that they are required to carry out under the Contract:

- ACoP L143 - 'Managing and working with Asbestos' (Second edition December 2013)
- HSG264 - 'Asbestos: The survey guide' (Second edition 2012, this holds ACoP status)
- HSG248 – 'Asbestos: The analysts guide for sampling, analysis and clearance procedures' (First edition 2006)
- HSG247 - 'Asbestos: The licensed contractors' guide' (First edition 2006)
- HSG227 - 'A comprehensive guide to managing asbestos in premises' (First edition 2002)
- HSG210 - 'Asbestos Essentials – A task manual for building, maintenance and allied trades and non-licensed asbestos work' (Fourth edition 2018).
- ACoP L56 - 'Safety in the installation and use of gas systems and appliances' (5th edition 2018)
- INDG285 - 'A guide to landlords' duties: Gas Safety (Installation and Use) Regulations 1998 as amended Approved Code of Practice and Guidance (3rd Edition 2018)
- IET Wiring Regulations British Standard 7671: 2018 (18th edition)
- The Code of Practice for In-Service Inspection and Testing of Electrical Equipment (ISITEE) 2012 (4th edition)
- HSE INDG236: 'Maintaining portable electrical equipment in low risk environments' (as amended 2013)
- Electrical Safety Council: 'Landlords' Guide to Electrical Safety 2009'
- Code of Practice for the Management of Electrotechnical Care in Social Housing (January 2019)
- LACORS - Housing - Fire Safety: Guidance on fire safety provisions for certain types of existing housing
- Local Government Association: Fire safety in purpose-built blocks of flats
- HHSRS Operating Guidance - Housing Act 2004: Guidance about inspections and assessment of hazards given under Section 9
- HHSRS Operating Guidance – Housing Act 2004: Addendum for the profile for the hazard of fire and in relation to cladding systems on high rise residential buildings
- Ministry of Housing, Communities & Local Government (MHCLG): Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings (January 2020)
- National Fire Chief Council's Guidance (NFCC) - Fire Safety in Specialist Housing – May 2017, covers sheltered schemes, supported schemes and extra care schemes
- Practical Fire Safety Guidance for Existing Premises with Sleeping Accommodation 2018 – guidance for those with responsibility for ensuring fire safety in certain premises within sleeping accommodation in Scotland
- Building a Safer Future - Independent Review of Building Regulations and Fire Safety: Final Report (May 2018)
- IET Wiring Regulations British Standard 7671: 2018 (18th edition)
- The Code of Practice for In-Service Inspection and Testing of Electrical Equipment (ISITEE) 2012 (4th edition)
- HSE INDG236: 'Maintaining portable electrical equipment in low risk environments' (as amended 2013)
- Electrical Safety Council: 'Landlords' Guide to Electrical Safety 2009'
- Code of Practice for the Management of Electrotechnical Care in Social Housing (January 2019)
- ACoP L8 - 'Legionnaires' disease: The control of legionella bacteria in water systems' (4th edition 2013).
- HSG274 - Legionnaires' disease: Technical guidance Part 1: The control of legionella bacteria in evaporating cooling systems (2013).

- HSG274 - Legionnaires' disease: Technical guidance Part 2: The control of legionella bacteria in hot and cold water systems (2014).
- HSG274 - Legionnaires' disease: Technical guidance Part 3: The control of legionella bacteria in other risk systems (2013).
- INDG458 - Legionnaires' disease: A guide for duty holders Leaflet (HSE Books 2012)
- Public Health (Infectious Diseases) Regulations 1998
- Water Supply (Water Quality) Regulations 2016
- Water Supply (Water Fittings) Regulations 1999

3.4 Working Safely

Access to properties will generally be directly from carriageways and service roads. Contractors' working areas are to be confined to the immediate area of the repair or service. Contractors will be required to form all necessary temporary barriers, guard rails etc. and clear them away on completion and make good any damage to EPIC's satisfaction. Contractors must ensure that all precautions are taken during the delivery of the works to prevent damage to any adjacent properties. Contractors shall not enter any adjoining property at any time without firstly obtaining authority from the owner/tenant of the adjoining property.

3.5 Health and Safety

Contractors are required to comply with all relevant health and safety legislation and must deliver all services in a manner which ensures that they do not create any health and safety risks for any persons affected by their business, including EPIC's staff, tenants and partners/stakeholders, and any members of the public.

Contractors will be required to provide copies of Risk Assessments and Method Statements for key service delivery activities to EPIC for their review and ongoing approval throughout the Contract. Contractors must act in accordance with the approved documents.

3.6 Asbestos

EPIC will make asbestos management information available to Contractors, where this exists, in line with the requirements of the Control of Asbestos Regulations 2012. Where asbestos information does not exist, contractors are to undertake the required asbestos survey in order to obtain the required information so they can carry out the relevant work safely.

Contractors are required to ensure that all employees who deliver services for EPIC are Asbestos Aware trained and competent, and to provide copies of training and competency records to EPIC prior to commencement of the works.

3.7 Hazardous Substances

Contractors must comply with the requirements of Control of Substances Hazardous to Health (COSHH) Regulations, particularly with regards to the identification and notification of hazardous substances, storage, processes and places where substances are used, potential health risk of each substance and persons likely to be exposed to risk.

3.8 Working at Height

Contractors must comply with the requirements of the Work at Height Regulations 2005 (WAHR) and all other applicable legislation and guidance. Any work at height activity must be properly planned, supervised and carried out by competent people, including using the right type of equipment for working at height.

3.9 Waste Management

Contractors shall at all times keep work areas free from all surplus materials, rubbish, and debris arising from the execution of the work.

Contractors must hold the relevant valid license(s) and be a registered waste carrier/ broker/ dealer for the removal and disposal of any waste that may arise from the delivery of the Services/Works under this Contract and such removal and disposal of waste must be carried out in accordance with all applicable legislation and regulations. Waste transfer and consignment notes must be kept, in accordance with legislative requirements, and be available for inspection by EPIC.

3.10 Equality and Diversity

EPIC is an equal opportunities employer and upholds high standards of equality and diversity in all aspects of its business. Discriminatory behaviour or racial or sexual harassment towards EPIC's agents, employees or customers will not be tolerated. Any allegation of such behaviour will be investigated thoroughly by EPIC and appropriate action will be taken if allegations are found to be substantiated.

Equally, through our Tenancy Agreements, EPIC requires tenants not to harass any neighbour, employee or agent of EPIC. If Contractors or any of their workers, agents or sub-contractors suffer harassment they should bring this to the attention of EPIC, who will fully investigate the allegations.

3.11 Illegal and Inconsiderate Parking

Contractors shall not park or allow their workers, agents, or sub-contractors to illegally park any vehicle upon the public or estate footpaths, fire-paths, pre-allocated car parking areas or grassed areas. Contractors must also ensure that vehicles are parked with consideration to residents, pedestrians and others who may use the area.

3.12 Data Protection

Contractors will comply with all relevant legislation and guidance applicable to the handling and processing of personal and company data. It will be a condition of the Contract that all successful bidders will sign the Data Processing Agreement (Appendix 11), and all bidders should complete and sign this and return it with your tender.

4. Pricing and Payment

The tendered price must include for all items, labour and ancillary costs that Bidders will incur in delivering the works, including the removal and disposal of all waste.

Payment terms will be in accordance with those outlined in the Contract.

5. Contract Term

EPIC intended to enter into a 6 month contract. The anticipated service commencement date for the works is March 2021.

6. Contract Documents

The contract will be a JTC Repair and Maintenance Contract 2016.

The final Contract Documents will include the bidder's tendered response to this tender pack and documents in the form of:

- the Tender Form
- the questionnaire answers; and
- the completed Price Framework.

EPIC expects the Bidder to accept the terms of the Contract Documents and is prepared to consider only minor amendments. EPIC will consider amendments strictly on their merits.

Bidders are therefore required to identify any amendments they wish to be made to the Contract Documents within or as an Appendix to their tender submission. If a Bidder proposes amendments that are not acceptable to EPIC, we will inform the Bidder of that fact. If the Bidder does not withdraw those amendments that EPIC is not prepared to accept, we may reject the tender as non-compliant.

EPIC does not intend to enter into any contractual relationship with Bidders until the completion of the Contract Documents for this procurement. In particular, EPIC is not required to consider any tender, to accept any tender or to award any contract for the Works.

7. Purpose And Scope Of This Tender

The purpose of this tender is to identify suitably qualified and experienced organisations who will be appointed to deliver the services within the four lots.

The information that you provide in response to this tender will determine which organisations, in the opinion of EPIC, are most suited to be appointed based on the evaluation criteria set out in this tender. This evaluation will involve a combination of pass / fail criteria and a weighted scoring system. Those most suited will be selected by using the highest combined score in descending order.

The tender:

- asks Bidders to submit their Tenders in accordance with the instructions as stated;
- sets out the overall timetable and process for the procurement for Bidders;
- provides Bidders with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant);
- sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate this Tender; and
- Explains the administrative arrangements for the receipt of Tenders.

8. Clarifications About The Contract Or ITT

Any requests for clarification of any matters arising from this tender must be made via EPIC's compliance manager.

EPIC, will respond to all reasonable clarifications as soon as possible via email, and all responses will be visible to all Bidders.

The deadline for receipt of clarifications relating to this tender is set out in the Timetable below.

Bidders are advised not to rely on communications from EPIC in respect of the contract or tender unless they are made in accordance with these instructions.

9. Clarifications About The Contents Of The Tenders

EPIC reserves the right (but shall not be obliged) to seek clarification of any aspect of a Bidder's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Bidders are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

10. Confidentiality

When providing details of contracts in the tender, the Bidder agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

EPIC reserves the right to contact the named customer contact(s) regarding the contracts. The named customer contact does not owe EPIC any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

EPIC confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations 2015.

This tender is made available on condition that its contents (including the fact that the Bidder has received this document) is kept confidential by the Bidder and is not copied, reproduced, distributed or passed to any other person at any time, except to the Service Provider's funders or advisers for the purpose of enabling the Bidder to submit a Tender provided the same duty of confidentiality is imposed upon such recipients.

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Service Providers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Issue ITT to suppliers with an intention respond	20 January 2021
Deadline for receipt of clarifications	30 January 2021
Target date for final responses to clarifications	1 February 2021
Deadline for receipt of Tenders	3 February 2021
Evaluation of Tenders	10 February 2021
Contractor interviews	16 February 2021
Notification of intended contract award	23 February 2021
Confirm contract award	1 March 2021
Contract start	15 March 2021

Please note the dates provided are indicative only and while EPIC does not intend to depart from the timetable, it reserves the right to do so at any stage.

Any changes to the Timetable will be notified to all Bidders as soon as practicable.

10.1. Deadline for receipt of Tenders

Responses to this ITT must be submitted in the manner prescribed no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. EPIC may, however, in its own absolute discretion extend the Deadline and in such circumstances EPIC will notify all Bidders of such event.

11. Contract Award

EPIC may award Contract(s) on the basis of a Tender submitted in accordance with the instructions below.

Once EPIC has reached a decision in respect of a proposed contract award, it will notify all Bidders of that decision and provide for a standstill period in accordance with the Public Contracts Regulations 2015 before entering into any Contract(s).

Contract award is subject to the formal approval process of EPIC. Until all necessary approvals are obtained, and the standstill period has expired without challenge, no Contracts will be entered into.

12. Debrief

The contract award notification will be sent to each Bidder.

13. Tender Completion Information

13.1. Submission of Tenders

Each Service Provider must submit one Tender which must cover the whole of EPIC's requirement.

Each Tender must meet EPIC's minimum requirements, operate as a stand-alone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, each Tender must be capable of being accepted by EPIC in its own right.

13.2. Variant Bids

Bidders are not permitted to submit variant bids.

14. Contract Terms

By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT without further negotiation or amendment.

14.1. Documents forming the contract

The following documents shall form part of the Contract between EPIC and the Service Provider(s):

- Tender Submission – bidders should only include the completed tender documents requested. Bidders must ensure that all requested documentation are enclosed with their tender submission:
 - Tender Form
 - Bidder's answers to the quality questionnaire including any policy documentation and other attachments requested

- The price framework completed with the bidder's rates. The prices to be submitted are to be fully inclusive of mobilisation, overheads and profit, no additional amounts to be allowed or added.

- The Specifications for the works
- Tender Support Document
- KPI Framework for the works
- Request for reference information

14.2. Bidder's Insurances

Employer's Liability	£10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising out of any one event to be maintained throughout the Contract Period
Public Liability	£5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of any one event to be maintained throughout the Contract Period

14.3. Conflicts of interest

EPIC may exclude the Bidder if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Bidder to inform EPIC, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by EPIC should not represent a conflict of interest for the Bidder.

14.4. Consortia and subcontractors

EPIC requires all Bidders to identify whether and which sub-contracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the Bidder.

For the purposes of this tender, the following terms apply:

Consortium arrangement: Groups of organisations which have come together specifically for the purpose of bidding for appointment as the Bidder and envisage that they will establish a joint and several liability legal structure as the prime contracting party with EPIC;

Sub-contracting arrangement: Groups of organisations which have come together specifically for the purpose of bidding for appointment as the Bidder, but envisage that one of their number will be the Bidder, the remaining members of that group will be sub-contractors to the Bidder.

Where a consortium is proposing to respond to this tender, all sections should be completed in respect of the proposed consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of the Services. Responses must enable assessment of the overall service

provision proposed. Successful consortium bids will be required to form a legal structure which has joint and several liabilities for any resultant Contract.

EPIC recognises that arrangements in relation to consortia may be subject to future change. You should therefore respond in the light of such arrangements as are currently envisaged, but should note that any change in consortium membership may lead to subsequent disqualification from the tender process.

14.5. Warnings and disclaimers

While the information contained in this tender support document is believed to be correct at the time of issue, neither EPIC, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this tender (including its schedules and appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of EPIC.

If a Bidder proposes to enter into a Contract with EPIC, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this tender, nor any of the information presented, should be regarded as a commitment or representation on the part of EPIC (or any other person) to enter into a contractual arrangement.

Nothing in this tender support document is, or should be relied upon as a promise or representation as to the future and EPIC does not undertake to provide respondents with access to any additional information or to update the information in this ITT or to correct any inaccuracies that may become apparent.

14.6. Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until EPIC has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of EPIC.

15. Bidder Conduct And Conflicts Of Interest

Any attempt by the Bidder or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

- canvass EPIC or any employees or agents of EPIC or Pennington Choices Limited in relation to this procurement;
- Attempt to obtain information from any of the employees or agents of EPIC or their advisors concerning another Bidders or Tender.
- Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and EPIC and its advisors. Any Bidder who fails to comply with this requirement may be disqualified from the procurement at the discretion of EPIC.

16. EPIC's Rights

EPIC reserves the right to:

- waive or change the requirements of this tender support documents from time to time without prior (or any) notice being given by EPIC;
- seek clarification or documents in respect of a Bidders submission;
- disqualify any Bidder that does not submit a compliant Tender in accordance with the instructions in this ITT;
- disqualify any Bidder that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process;
- withdraw this tender at any time, or to re-invite Tenders on the same or any alternative basis;
- choose not to award any Contract as a result of the current procurement process;
- make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason;
- accept or reject a tender either in whole or in part or to annul the Tender and not award any Contract;
- EPIC does not bind itself to accept the lowest or any Tender.

17. Bid Costs

EPIC will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by EPIC.

18. Award Criteria and Evaluation Criteria

Any Contracts awarded as a result of this procurement will be awarded on the basis of the offers that are the most economically advantageous to EPIC. The Award Criteria are as follows:

- **60% quality**
- **40% cost**

Bidders are required to submit a Tender strictly in accordance with the requirements set out in this tender support document, to ensure EPIC has the correct information to make the

evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at EPIC's discretion, be taken as a rejection by the Bidder of the terms set out in this tender support document.

Scores are arrived at following the application of the Evaluation Criteria set out below to the Bidders Tender (see Appendix Pass/Fail Elements and Quality Questionnaire of the ITT):

Section	Criteria	Weighting*	Maximum Marks Available
Tender Response Questionnaire – All Bidders			
1.	Tender Clarifications	Pass/Fail	Pass/Fail
2.	Company Details	For information only	For information only
3.	Finance and Compliance	Pass/Fail	Pass/Fail
4.	Health & Safety	Pass / Fail	Pass / Fail
5.	Equality & Diversity	Pass / Fail	Pass / Fail
6.	Environmental Management	Pass / Fail	Pass / Fail
7.	Modern Slavery	Pass / Fail	Pass / Fail
9.	Declaration	Pass/Fail	Pass/Fail
Quality Questionnaire			
1.	Mobilisation	Included quality in	5%
2.	Contract Delivery	Included quality in	5%
3.	Customer/Tenant Care	Included quality in	7%
4.	Business Continuity	Included quality in	5%
5.	Social Value	Included quality in	3%
6.	Sustainable Delivery	Included quality in	4%
7.	Competency	Included quality in	8%
8.	Cost Control	Included in	4%

		quality	
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Successful bidders will be invited to attend an interview process (see section 22 for further details) that will be assessed using competency based questions. References provided as part of the bidders tender will also be considered.

19. Evaluation Process

19.1. Technical, quality and commercial evaluation

The technical, quality and commercial evaluation will be scored in accordance with the table below:

Description	Marks
Meets all the requirements in the area being measured in accordance with the Contract so that the services will be delivered in an excellent way that will be highly responsive to the needs of EPIC	5
Meets the requirements in the area being measured well although not completely in one or two aspects but still so that the services will be delivered in a very good way that will be responsive to the needs of EPIC	4
Meets the requirements and standards in the areas being measured well but not completely in some aspects but so that the services will be delivered in a good way that is reasonably responsive to the needs of EPIC	3
Meets the requirements in the area being measured in some fundamental aspects but fails in the majority of aspects so that there will be only satisfactory arrangements for the services.	2
Fails to meet the requirements in the area being measured in nearly all aspects so that there will be poor delivery of the services.	1
Either no answer is given or the Service Provider's proposals in that area completely fail to meet the requirements in the area being measured or do not answer the question raised	0

19.2. Pricing evaluation

Tender prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks (40% following weighting). All other bids will be compared against that lowest cost bid.

Tenders considered to be priced abnormally low will be scrutinised. This includes ensuring that this is not as a result of a failure to understand the requirements of the Contract.

EPIC shall have the right to reject any Tender that it considers to be abnormally low, after following the process in Regulation 69 of the Public Contracts Regulations 2015.

19.3. No Response

If after considering this tender you decide not to submit, please notify the compliance manager.

20. Checklist For Tender Submission

Please ensure that you submit the following documents as your Tender return:

- Signed Form of Tender;
- Request for reference information.
- Quality Questionnaire
- Responses to Tender Response Questionnaire;
- Company Information;
- The Pricing Schedule

If your Tender return does not contain these documents, it will be rejected.

21. Interview Arrangements

The interview details will be sent as part of the invitation, if successful, following the evaluation of tenders.

An invitation to interview does not guarantee the tender will be awarded and is not an indication of intention to create a contract.

The interview may be held via a video conferencing platform such as MS Teams or Zoom due to current restrictions arising from the Covid-19 pandemic.

Scoring

The interview will not be scored separately. Instead questions at interview will be used to validate the scores under the sections of the questionnaire review. The questionnaire scores may be reduced if the evidence of the interview suggests that the quality, technical merit, functionality and customer service that the Bidder will provide to the Client are overstated in the questionnaire. Conversely if the interview indicates that the quality, technical merit, functionality and customer service that will be provided by the Bidder will be better than was suggested by the questionnaire review, then those scores may be increased. These scores will then be multiplied by the weighting to give the score out of the total number of marks available for that question.

Interview Panel

The interview panel may include employees of EPIC, board members, consultants/advisors and customers.

Interview Format

The Bidder will be allocated a short five minute period at the commencement of the interview to provide background information on their organisation, and this will not be scored. Following the delivery of the presentation, members of the panel will ask a number of questions of the Bidder about their submission.

Bidder's Representatives

The Bidder will be limited to a maximum of four representatives to attend the interview, all of whom, should the Bidder be successful in being awarded a contract, will be involved in the day to day operation of the Contract. The attendance of business development, sales and/or marketing representation is discouraged. The Bidder's team should be led by the proposed project director for the Contract.

Duration

The duration of the interview is not likely to exceed 60 minutes.

Appendix 1: Form of Tender

Form of Tender

Date

To: EPIC Housing, 131-141, Ubbberley Road, Stoke-on-Trent, ST2 0EF.

Dear

Tender for the Refurbishment and Completion of Fire Safety Works in 43 Blocks of Residential Flats

1. I/We have read the information provided in your Invitation to Tender and subject to and upon the terms and conditions contained in Contract Documents, I/We offer to supply the works specification described in the contract documents in such manner as may be required.

2. Terms and Conditions. I/We agree that this tender and any contract which may result, shall be based upon the documents listed below, and that the Buyer is a Register Charity and Provider of Social Housing.

2.1 The contract documents as shown in the Invitation to Tender.

2.2 The prices to be inserted in the Contract shall be those shown in the pricing schedule of our tender;

2.3 In other sections of the Contract information provided in [- Additional Information Required by the buyer, will be included.

2.4 Any qualifications set out by us in Quality Questionnaire- Qualifications, shall also apply, although we understand that making a qualification may result in your disregarding our tender in total.

3. The prices quoted in this Tender are valid until XXXXXX and I/We confirm that the terms of the Tender will remain binding upon me/us and may be accepted by you at any time before that date.

4. I/We note that the contract shall be valid upon acceptance and signature by both parties of the Contract Documents.

5. Law. I/We agree that the construction, validity, performance and execution of any contract that may result from this tender shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

7. I/We agree to bear all cost incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any contract.

8. I/We agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from me/us in connection with this tender or with any contract resulting from this tender, shall not be applicable to this tender or to the contract.

Dated this _____ day of _____

Signed _____ in the capacity of

duly authorised to sign Tenders for and on behalf of

IN BLOCK CAPITALS

Registered Address:

Appendix 2: Company Information, Reference and Quality Questionnaire

Instructions on completion of questionnaire;

Within this questionnaire, against each question is an instruction on the expected format of responses.

Failure to respond in the required format may lead to disqualification of your tender response. It is therefore important that you follow the specific instructions.

If you have any queries about how to respond to any of the requirements within the questionnaire, Tenderers are requested to send a message via email to p.shackley@epichousing.co.uk, outlining the details of your enquiry.

The last date for receipt of queries/ tender clarification is **10 February 2021**.

Tenderers must note:

For each question you must confirm you are able to meet each of the minimum requirements to deliver the service set out in the Service Specification.

In addition to that we require evidence of systems and processes that demonstrate your proposed methodology to deliver the goods/services/works required and to the level required.

Tenderers must note that a mere statement that the requirement can be met will not be sufficient. You must describe the procedures/ processes you have/propose to have in place to meet the specific requirement. Failure to provide such information may lead to disqualification of the tender.

Tenderer's responses must clearly demonstrate 'how' they propose to meet the requirements set out in the question and address each element in the order they are detailed.

Answers must be as short and concise as possible. Tenderers responses should be limited to and focused on each of the component parts of the question posed. They should refrain from making generalised statements and providing information not relevant to the topic

Text font must be **Arial size 11** and responses must not exceed the word limit where specified. Additional supporting documentary evidence must only be attached where requested or if considered essential to illustrate the points made. Large amounts of lengthy documents may not be considered.

Attachments

Any attachments you propose to include as part of/ in support of your response must contain the appropriate question reference number as indicated and enclosed within square brackets at the beginning of the attached document's file name e.g. [23]. Failure to do so may mean the attachment may not be read and therefore may not be taken into consideration as part of your tender response.

Unnecessary attachments / brochures will NOT be considered.

Company Information and Reference

1.1 Relevant Experience And Contract Examples (PASS/FAIL)

Please provide details of up to three contracts, in any combination from either the public, private or third/non-profit sectors that are relevant to the service specification set out in the service scope. Contracts for supplies or services should have been performed during the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.

Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.

If you cannot provide examples see question 1.1.2

Name of customer organisation	
Point of contact in the organisation	
Position in the organisation	
E-mail address	
Description of contract	
Contract start date	
Contract completion date	
Estimated contract value	
Please provide a brief description of the contract delivered	

1.1.2	If you cannot provide at least one example for questions 1.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a

1.2 Company Details: Please provide details of key personnel and the business.
1.3 Finance and Compliance: Please provide two years of audited company accounts.
1.4 Health & Safety: Please provide a copy of your health and safety policy and details of your approach to on site management.
1.5 Equality & Diversity: Please provide a copy of your Equality and Diversity Policy
1.6 Environmental Management: Please provide a copy of your Environmental Management Policy.
1.7 Modern Slavery: Please provide a copy of your Modern Slavery Statement if applicable.

2.1 Experience (PASS/FAIL)

Please provide details of your experience in delivering work of the type set out in the service specification and how this will enable you to deliver the services outlined to ensure a high quality of service to EPIC and our customers.

Insert your response here (max 750 words)

2.2 Mobilisation (10%)

Please describe how you will implement an effective and practical mobilisation plan to commence successful delivery of the contract from the anticipated contract start date, and embed high quality service delivery. Provide a mobilisation timetable, and include a list of key milestones and dates for the mobilisation and implementation periods.

Please give examples of where you have effectively transitioned as the new service provider for similar contracts including effectively working with outgoing contractors to ensure a smooth transition.

Where you feel that you will require specific critical information from EPIC to enable your mobilisation and implementation, please include details of this, the nature of the interdependency, and the timing requirements for receiving the information.

Insert your response here (max 500 words)

2.3 Contract Delivery (15%)

Please provide details of the management team structure, including their respective roles and experience, that you will have in place to ensure an effective and responsive management structure to control the successful operation of the Contract. Please demonstrate how the management structure will mitigate or eliminate risks, solve problems and ensure adequate staff and materials resources, all works are of a good quality, and that everyday customer concerns are resolved to meet the requirements of the Contract.

Please detail the overall management and delivery structure (operative and back office) which will be in place to manage this Contract including a dedicated account manager, number of staff and their role/function.

Please include details about the following: • Operative to supervisor ratio; • Minimum number of operatives you plan to employ on this contract; • Direct delivery to subcontractor ratio; • Office/depot locations; • Work allocation management; • Number of service appointments per day per operative.

Insert your response here (max 500 words)

2.4 Customer/Tenant Care (20%)

Please describe your policies, procedures and approach to minimising inconvenience to, and that are sensitive to the needs of EPIC tenants and other occupiers. Please include details of any practical and pragmatic arrangements for security and the protection of EPIC customer/tenant belongings whilst working in or around their properties.

Please include details of your communication strategy for dealing customer complaints, to achieve high levels of customer satisfaction and to minimise complaints.

Insert your response here (max 500 words)

2.5 Business Continuity (5%)

Please detail your methods for providing service when business continuity may be affected for example unforeseen absenteeism, adverse / severe weather conditions or partial / total IT system failure. Please include details of your approach to horizon scanning and risk identification and mitigation, and the key arrangements in place to manage potential impacts in order to ensure critical service delivery.

Insert your response here (max 500 words)

2.6 Social Value (10%)

Please detail how you will contribute to the delivery of EPIC's social value ethos in particular the commitment you will make in respect of the delivery of the services if you are successful. EPIC will monitor your delivery of the commitments you outline in your response as part of the performance management of the contract.

Insert your response here (max 500 words)

2.7 Sustainable Delivery (5%)

Please provide information on how you propose to minimise the environmental impacts of your business processes and actions, including the procurement of supplies for this contract and how you will reduce carbon (energy consumption) and waste, and maximise opportunities for the re-use and recycling of materials.

Should you need to enclose an attachment please ensure the document file name is Sustainability Submission.

Insert your response here (max 500 words)

2.8 Competency (25%)

Please outline how you will maintain the key competencies required to deliver the service specification, in particular in relation to the technical and health and safety competencies. Please include details of how you will maintain any organisational accreditations and registrations, and how those of your staff will be maintained and managed. Your response should include the management arrangements in place within your organisation to ensure that your employees and sub-contractors remain competent to deliver services in accordance with all applicable health and safety legislation and approved codes of practice.

Insert your response here (max 750 words)

2.9 Cost Control (10%)

Please outline how you will ensure you deliver within your tendered rates, and how you will work with EPIC through the term of the contract to keep control of costs and to work within the budget available.

Insert your response here (max 750 words)