

Vectis Housing Association Limited

Invitation to Tender

Grounds Maintenance Services

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A. BACKGROUND

1. VECTIS HOUSING ASSOCIATION LIMITED

- 1.1. Vectis Housing Association Limited (**VHA**) is a registered provider of social housing (registered number L1005) and a registered society (registration number 21237R). Details about our organisation can be found at: www.vectishousing.co.uk
- 1.2. We currently own and manage over 430 general needs dwellings and operate exclusively on the Isle of Wight.
- 1.3. Our mission is to deliver excellent homes, develop local neighbourhoods and support strong communities across the Isle of Wight. Our ethos and values can be summarised as:
- We are the Isle of Wight's housing association
 - We aim to provide and maintain excellent homes that local households can afford
 - We look to support financial and social independence amongst our current and future tenants
 - We are community-based
 - We are good partners to work with.

2. SCOPE OF SERVICES

- 2.1. This procurement is for the award of a contract for the provision of grounds maintenance services across the properties we own and manage (the **Contract**).
- 2.2. There are currently 43 sites which will be covered by the Contract. The number of sites, individual areas and the properties within each site may fluctuate during the life of the Contract, for example if we purchase or develop new properties or dispose of any properties. Supplier's may visit sites and must notify VHA at gmtender@vectishousing.co.uk of the date and time of the proposed visit.
- 2.3. The full details of the services to be provided and the sites these relate to are set out in the Specification set out at **Appendix 1** of this Invitation to Tender (**ITT**).
- 2.4. The Contract will include the provision of services which are funded via service charges and as such the procurement process will be subject to a consultation process with VHA's residents under section 20 of the Landlord and Tenant Act 1985.

3. CONTRACT DURATION

- 3.1. We intend to enter into one contract with a single supplier to provide all of our grounds maintenance services.

- 3.2. The anticipated commencement date of the Contract is 1 November 2024.
- 3.3. The Contract will run for a period of five years initially. We will have the right to extend this in yearly increments for a further five years (giving a maximum overall duration of ten years).

4. CONTRACT VALUE

- 4.1. The estimated value of the contract is £120,000 - £150,000 per year (exclusive of VAT). The total estimated value if the contract runs for the full ten year duration is therefore £1, 500,000 (exclusive of VAT and inflationary increases which may be applied to the annual price during the term of the contract).
- 4.2. The estimated contract value is given in good faith as a guide to assist you in submitting your Tender. This should not be interpreted as an undertaking to purchase services to any particular value. For the avoidance of doubt, no minimum spend or volumes and no exclusivity is granted to the supplier.

5. CONTRACT TERMS & CONDITIONS

- 5.1. Potential suppliers submitting a response to this ITT (**Tenderers**) are advised to consider the terms of the Contract which is set out at **Appendix 2** of this ITT.
- 5.2. By submitting a response, Tenderers are agreeing to be bound by the terms of the Contract without further negotiation or amendment.
- 5.3. If the Tenderer considers that the terms of the Contract are unworkable, the Tenderer should submit a clarification in accordance with Section 11 below and VHA will consider whether any amendment to the Contract is required. VHA will either approve or reject such amendments at its discretion. Any amendments approved by VHA shall be notified by publishing the amendments and/or an updated Contract on our website. These amendments shall apply to all Tenderers.
- 5.4. Any amendments which are not approved by VHA through this process and any alternative terms and conditions proposed by a Tenderer, will not be acceptable and may (if not withdrawn by the Tenderer) be construed as a rejection of the Contract terms leading to the disqualification of the Tender.

6. CURRENT ARRANGEMENTS

- 6.1. VHA currently uses one supplier, Bud and Lawn Gardencare Limited, for the provision of grounds maintenance.

7. TUPE

- 7.1. The Transfer of Undertakings (Protection of Employment) (**TUPE**) Regulations 2006 as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of

Employment) (Amendment) Regulations 2014 may apply to the workforce of the incumbent contractor in relation to the services to be provided under the Contract.

- 7.2. Whether or not TUPE applies is a matter of law. This can finally be determined only by an Employment Tribunal. If TUPE applies, the existing workforce of the incumbent contractor which are assigned to the services immediately before the commencement date of the delivery of the works under Call-Off Contract will transfer, unless they choose not to, to the supplier on their existing conditions of employment.
- 7.3. The TUPE information at **Appendix 3** has been provided by the incumbent contractor. VHA does not guarantee the validity or accuracy of that information and is not to be liable to any Tenderer for any inaccuracies in such information.
- 7.4. Tenderers should include any anticipated TUPE costs in their Pricing Schedule.

8. SOCIAL VALUE

- 8.1. Whilst our residents remain the focus of VHA, it is believed their welfare extends beyond that of the bricks and mortar. VHA believes its values include the wider environment and social values offered within these areas. It is vital to the sustainable equilibrium; that maintenance is completed sensitively and efficiently; promoting wildlife in key areas, with an aesthetic appearance to engage residents. In turn improving their well-being and mental health whilst enhancing the environment and nature in which we all share.
- 8.2. It is vital our chosen contractor works in partnership with VHA to achieve our environmental aims and the needs of residents. Below is an example of requirements within the specification which will form part of the contract with regards to social and environmental values.
 - VHA will be participating in 'No Mow May' to let wildflowers bloom and provide a nectar feast for pollinators such as honeybees, bumblebees and solitary bees, butterflies, moths, and beetles. Although no cutting will be actioned during this time, it is important areas remain clean, tidy, and aesthetically pleasing.
 - Grass must be collected in all areas (unless otherwise specified). This grass should be disposed of in an environmentally friendly manner, either as an arranged compost heap for the future production of mulch/compost or an approved/licenced recycling centre.
 - The planting and restocking (where required) using robust, native, wildlife enhancing species (unless otherwise specified).
 - VHA encourage a planned schedule for the improvement and replacement of equipment with lower emissions, servicing costs and/or reduced reliance on fossil fuels (where appropriate and/or available) i.e. battery powered tools in place of petrol/diesel fuelled equipment (strimmers, hedge cutters etc).

- 8.3. Social benefits of the contract should not be limited to that of VHA and our residents, with staff training and promotion of apprenticeships being considered by our selected contractor. This should form part of the contractor’s recruitment and training policy encouraging and enabling continued professional development for all roles.

B. PROCUREMENT PROCESS

9. OPEN PROCEDURE

- 9.1. VHA is carrying out this procurement using the open procedure in accordance with the Public Contracts Regulations 2015 (SI 2015/102). This is a single stage procurement process.

10. PROCUREMENT TIMETABLE

- 10.1. The key dates for this procurement are set out in Table 1 – Timetable below. This timetable is indicative only and subject to amendment by VHA, at its sole discretion:

Table 1 – Timetable

| Activity | Date / Time |
|---|--|
| Issue Invitation to Tender (ITT) | 24 June 2024 |
| Deadline for clarification questions to be submitted by Tenderers | 8 July 2024 |
| Deadline for responses to clarification questions by VHA | 19 July 2024 |
| Deadline for submission of Tenders | Noon 26 July 2024 |
| Completion of evaluation of Tenders by VHA | Approx. 9 August 2024 |
| <i>Notice of Proposals (Section 20 requirement)</i> | Approx. 12 August to 20 September 2024 |
| Decision notification | w/c 23 September 2024 |
| Standstill period | Ten days from decision notification |
| Contract commencement date | 1 November 2024 |

11. CLARIFICATION QUESTIONS

- 11.1. Any clarification questions relating to this ITT must be submitted by email to gmtender@vectishousing.co.uk. VHA will not consider any query made or submitted by any other means. Enquiries by telephone or verbal enquiries will not be accepted nor responded to.

- 11.2. Clarification questions should be submitted at the earliest opportunity and no later than the deadline for clarification questions set out in Table 1 – Timetable above. No questions will be accepted after the deadline.
- 11.3. VHA will respond to all reasonable clarifications questions as soon as possible but cannot guarantee a minimum response time.
- 11.4. VHA will respond to clarification questions by posting the question and VHA's response on our website at www.vectishousing.co.uk. It is your responsibility to check the website in this regard.
- 11.5. If a potential supplier wishes VHA to treat any clarification question it submits as confidential (and not therefore issue the response on our website to all potential suppliers), it must state this when submitting the clarification question. If, in the opinion of VHA, the clarification is not confidential, VHA will inform the potential supplier and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response may be issued to all potential suppliers by VHA on our website (although VHA is not bound to do so).
- 11.6. VHA reserves the right not to respond to any clarification question where it considers that the answer would, or would be likely to, prejudice VHA's commercial interests. In such circumstances, VHA will inform the relevant potential supplier.
- 11.7. Potential suppliers are advised not to rely on communications from VHA or any employee of VHA in respect of this procurement unless they are made in accordance with the process detailed above.

C. SUBMISSION OF TENDERS

12. TENDER DEADLINE

- 12.1. Your Tender must be submitted by email to gmtender@vectishousing.co.uk. VHA will not accept any alternative means for submission of Tenders.
- 12.2. The Tender must be submitted no later than the Tender submission deadline in Table 1 – Timetable. Any Tenders received after this deadline will not be considered (unless, in the sole opinion of VHA, taking into account relevant evidence, the failure to meet the deadline was due to exceptional circumstances beyond the control of the potential supplier).
- 12.3. VHA may in its absolute discretion extend the deadline by notifying all potential suppliers.

13. DOCUMENTS TO SUBMITTED

- 13.1. The Tenderer must complete and submit the following documents which together comprise the "**Tender Response**":
- Selection questionnaire;

- Pricing Schedule;
- Quality Questions;
- Tender Certificate.

- 13.2. The Tender Response should be submitted as a single scanned PDF document.
- 13.3. Please ensure that all Tender questions are completed in full and in the format requested. Failure to do so may result in your submission being disqualified. Where the question is “not applicable” or the response is “none” this should be stated.
- 13.4. The Tender must be clear, concise and complete. VHA reserves the right to mark a Tender down or exclude them from the procurement if its Tender is incomplete, contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to the ITT. Tenders will be assessed on the basis of information submitted by the Tender deadline only.
- 13.5. Each response must be specific and discreet to the question asked. VHA will only consider the response to the particular question when scoring the Tender and will not take into account information given in response to any other question. Tenderers must not therefore seek to rely on information given in response to other parts of the Tender when responding to any question.
- 13.6. The Tender will be the single source of information on which the Tenders will be scored. Potential suppliers are advised neither to make any assumptions about any past or current supplier relationships with VHA nor to assume that such prior business relationships will be taken into account in the evaluation process.
- 13.7. Where a maximum length of response is stipulated, only the information within the set limit will be evaluated. Information over the set limit will be disregarded.
- 13.8. All questions should be answered in English and any supporting documentation and information should be in English.
- 13.9. The formatting and wording of the Selection Questionnaire, Quality Questions, Price Schedule and Tender Certificate should not be changed by the Tenderer.
- 13.10. VHA reserves the right (but is not obliged) to seek clarification of any aspect of a Tender during the evaluation phase where it considers necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly.

14. ACCEPTANCE OF TENDERS

- 14.1. Tenders must be open for acceptance by VHA for a period of six months from the Tender submission deadline.

15. CHANGES TO THE TENDER INFORMATION

- 15.1. It is the responsibility of the Tenderer to inform VHA immediately of any change to the information submitted in its Tender at any time during the procurement process.
- 15.2. Before the award of the Contract to any Tenderer, VHA may undertake further final due diligence in respect of that Tenderer. The purpose of this final due diligence is to verify that the Tenderer is not subject to mandatory or discretionary exclusion under Regulation 57 of the Public Contracts Regulations 2015 and meets the selection criteria for the procurement set out in VHA's Selection Questionnaire. Any Tenderer that fails to satisfy VHA as to this may be eliminated from the Tender process. The Tenderer will be expected to provide such assistance as VHA may reasonably require in undertaking any such due diligence.

D. EVALUATION & SELECTION

16. EVALUATION PROCESS AND CRITERIA

- 16.1. The Tenders will be assessed in accordance with the Evaluation Methodology set out in **Appendix 5** to this ITT.

E. CONTRACT AWARD

17. CONTRACT AWARD

- 17.1. Contract award is subject to the formal approval process of VHA and (where applicable) the finalisation of the consultation process with its residents under section 20 of the Landlord and Tenant Act 1985.
- 17.2. Once VHA has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with Public Contracts Regulations 2015 before entering into the Contract. Until the standstill period completed, no Contract will be entered into.
- 17.3. Where the winning Tenderer does not enter into the Contract within a reasonable timescale (as determined by VHA), VHA reserves the right to select the next qualifying Tenderer and award them the Contract.

F. SUB-CONTRACTING & CONSORTIA

18. SUB-CONTRACTING & CONSORTIA ARRANGEMENTS

- 18.1. VHA requires all Tenderers to identify if any subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-

contract, any proposed sub-contractors, and precisely which entity they propose to be the supplier.

18.2. For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the supplier and envisage that they will establish a special purpose vehicle as the prime contracting party with VHA.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the supplier, but envisage that one of their number will be the supplier, the remaining members of that group will be subcontractors to the supplier.

18.3. VHA recognises that arrangements in relation to sub-contracting and consortium bids may be subject to future change. Potential suppliers should therefore respond on the basis of the arrangements as currently envisaged. Potential suppliers must immediately notify VHA of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. VHA reserves the right to deselect the potential supplier prior to any award of contract, based on an assessment of the updated information.

G. ADDITIONAL INFORMATION

19. DISCLAIMER

19.1. Whilst the information contained in the ITT is believed to be correct at the time of issue neither VHA nor its advisors 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 ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any potential supplier. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of VHA.

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

19.3. The ITT does not constitute an offer capable of acceptance and is not intended to create a binding contract. The ITT should not be regarded as a commitment or representation on the part of VHA (or any other person) to enter into a contractual arrangement.

20. CONFIDENTIALITY

- 20.1. This ITT is made available on condition that its content is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.
- 20.2. Where the ITT or information provided in connection with this procurement includes personal data (e.g. TUPE information disclosed with the ITT or subsequently) Tenderers must:
- Only use the personal data for the purposes of the submission of their Tender and for no other purpose;
 - Ensure that it has in placed technical and organisational measures appropriate to protect against unauthorised access to the personal data and/or actual or potential loss and/or destruction of the personal data;
 - Take reasonable steps to ensure the reliability of any employee who has access to this personal data and that they are aware of the Tenderer's duties under this provision;
 - Not transfer the personal data outside of the UK; and
 - Not act or omit to act in any way which could place VHA in breach of its obligations under data protection legislation.
- 20.3. VHA may disclose information relating to Tenders to its members, board members, officers, employees, agents or advisers.
- 20.4. Tenderers should note that VHA is legally obliged to publish details of the Contract and notify the unsuccessful bidders of the identity of the successful Tenderer and the relative characteristics and advantages of the successful Tender.
- 20.5. The Contract will include the provision of services which are funded via service charges and as such the procurement process will be subject to a consultation process with VHA's residents under section 20 of the Landlord and Tenant Act 1985. VHA may disclose information to its residents as required by this Act and the Service Charges (Consultation Requirements) (England) Regulations 2003. This will include (i) the name of the Tenderer it proposes to award the Contract to and (ii) financial information relating to the anticipated costs of services for which residents will be charged through service charges.
- 20.6. No publicity regarding this procurement or the Contract will be permitted unless and until VHA has given express written consent to the relevant communication.

21. POTENTIAL SUPPLIER CONDUCT & CONFLICTS OF INTEREST

- 21.1. Any attempt by potential suppliers or their advisors to influence the procurement in any way may result in the potential supplier being disqualified. Specifically, the potential supplier shall not directly or indirectly at any time:
- Devise, fix or amend the content of their Tender in accordance with any agreement or arrangement with any other person (including any other Tenderer), other than in good faith with a person who is a proposed partner, sub-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.
 - Offer an inducement, fee, reward or financial advantage to VHA or any officer member, employee, agent, tenant or advisor in connection with the Contract.
 - Do anything which would breach the Bribery Act 2010.
 - 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 VHA or any officer, member, employee, agent, tenant or advisor of VHA in relation to this procurement.
 - Attempt to obtain information from any officer, member, employee, agent or tenant of VHA in relation to this procurement of the employees or agents of VHA or their advisors concerning another potential supplier or Tender.
- 21.2. Tenderers are responsible for ensuring that no direct or indirect conflicts of interest exist (whether personal, financial or otherwise) between the Tenderer, its employees and advisors, and VHA, its employees and advisors.
- 21.3. Tenderers must prevent, identify and remedy any conflicts of interest (including within their group structures and within consortium or subcontracting arrangements) which may result in any distortion of competition. Any Tenderer which fails to comply with these requirements may be disqualified from the procurement at the discretion of VHA.
- 21.4. Where a conflict of interest cannot be resolved to VHA's satisfaction, VHA may exclude the Tenderer concerned from the procurement process.

22. VHA'S RIGHTS

- 22.1. VHA reserves the right to:

- Waive or change the requirements in this ITT from time to time without prior (or any) notice being given by VHA.
- Amend, add to or withdraw all or any part of the ITT at any time during the procurement process.
- Seek clarification or documents in respect of a potential supplier's Tender.
- Disqualify any potential supplier that does not submit a compliant Tender in accordance with this ITT.
- Disqualify any potential supplier that is guilty of serious misrepresentation in relation to its Tender.
- Withdraw the ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Discontinue the procurement process and/or choose not to award a Contract as a result of the current procurement process. VHA is not bound to accept any Tender.
- 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.

23. BID COSTS

- 23.1. Potential suppliers shall bear their own costs and expenses incurred in the preparation and submission of their Tender. VHA will not be liable for any bid costs, expenditure, work or effort incurred by a potential supplier in proceeding with or participating in this procurement, including if the procurement process is discontinued or amended by VHA.

APPENDICES

Appendix 1 – Specification

Appendix 2 – Contract

Appendix 3 – TUPE Information

Appendix 4 – Tender Response

- Selection Questionnaire
- Pricing Schedule
- Quality Questions
- Tender Certificate

Appendix 5 – Evaluation Methodology