

Invitation to Tender (ITT)

REACTIVE REPAIRS, MAINTENANCE AND VOIDS FRAMEWORK AGREEMENT

NCH/REAC/2326

Table of Contents

TABLE OF CONTENTS	2
1 ABOUT NEWPORT CITY HOMES:	4
2 DEFINITIONS	4
3 CONTRACT PARTICULARS	5
4 INTRODUCTION	5
4.1 Contract Area	7
All works are to be carried out in Newport, South Wales area	7
5 INSTRUCTIONS TO TENDERERS	7
5.1 Invitation to tender	7
5.2 Further information	8
6 PREPARATION OF TENDERS	8
7 SUBMISSION OF TENDERS	9
7.1 General	9
8 PROCUREMENT TIMETABLE	10
9 LEGAL	11
9.1 The Form of contract and contract documentation	11
9.2 Length of appointment	11
9.3 Social Value /Community Benefits	11
10 INFORMATION REQUIRED	12
10.1 General	12
10.2 Tender questionnaire	13
11 TENDER EVALUATION AND AWARD CRITERIA	13
11 IMPORTANT NOTES FOR BIDDERS	17
11.1 Verification of information provided	17
11.2 Sub-contracting arrangements.	17
11.3 Consortia arrangements	18
11.4 Modern Slavery Act 2015	18
11.5 Confidentiality and Data Protection Obligations	20
11.6 Insurances	20
11.7 Payment and Invoicing	21

Important notice

This Invitation to Tender (“ITT”) has been prepared by Newport City Homes for use by those tendering for the Contract (“tenderers”), their professional advisers, and other parties essential to preparing the tender for the contract and for no other purpose.

The information contained in this ITT and all subsequent information and documents sent to you by Newport City Homes pursuant to this procurement must be treated as confidential and must not be disclosed to any third party. If you are unable to comply with this requirement you must destroy this ITT and all associated documents immediately and not retain any electronic or paper copies.

No Warranties or Opinions as to the accuracy or completeness of any information provided in, or which accompanies, this ITT or otherwise or as to the powers and/or status of Newport City Homes shall be given at any stage by Newport City Homes and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by Newport City Homes.

Any person considering making a decision to enter into contractual relationships with Newport City Homes or any other person on the basis of the information provided by or on behalf of Newport City Homes must make their own investigations and form their own opinion in relation to the status, completeness and accuracy of all such information and in relation to the status and/or powers of Newport City Homes.

Your attention is drawn to the fact that, by issuing this ITT, Newport City Homes is in no way committed to awarding any contract and reserves the right to cancel the tendering process at any point. Newport City Homes shall not be liable for any costs resulting from any cancellation of this tendering process nor for any other costs incurred by those expressing an interest in or tendering for this contract opportunity.

You are deemed to fully understand the process that Newport City Homes is required to follow under relevant European and UK legislation, particularly in relation to the Public Contracts Regulations 2015 and Public Procurement (Amendment etc.) (EU Exit) Regulations 2020.

1 About Newport City Homes:

Newport City Homes is a not-for-profit housing association and one of the largest social landlords in Wales. We provide homes and services to more than 20,000 residents, leaseholders, and shared owners across South-East Wales – looking after 71% of the city’s housing stock of around 10000 properties.

Our 2025 Strategy provides more information about our work and our current priorities.

Recent press release will show that Newport City Homes has commenced a journey to merge companies with Melin Homes. As a result this Framework is shorter in length than originally anticipated.

2 Definitions

“authorised officer”	A term used to refer to the responsible officer.
“closing date”	The closing date for the submission of tenders as detailed in the procurement timetable
“contract”	The contract to be entered into by Newport City Homes with the Successful Bidder in relation to the project consists of the form of contract as detailed within the tender documents along with their response and supporting ITT document.
“contractor(s)”	The firm(s) selected to enter into the contract with the organisation;
“contract period”	The duration of the contract;
“Etendering”	An electronic procurement process management tool that automates the stages of tender workflow.
“ITT”	This invitation to tender including all appendices;
Most economically advantageous tender (meat)	The tender which Newport City Homes has evaluated as representing the best all round value taking into account factors other than or in addition to price such as quality, technical merit and running costs.
[services][works]	The services and works to be provided by the contractor under the contract
“tender(s)”	The proposal(s) submitted by the tenderer(s) in response to this ITT;
“Alcatel Standstill Period”	(If Applicable) a period of at least 10 calendar days between the date notification is sent to candidates that Newport City Homes intends to award the Contract and the date it is proposed to enter into the Contract;
Community Benefits	(If Applicable) Across the Public Sector in Wales a substantial investment is made annually procuring external good, services and works. The Assembly Government, the wider public sector and other key Stakeholders are continually looking at ways in which greater value can be obtained from this investment. There is an emphasis on addressing not only sustainable procurement but also the social and economic issues. One of the major aims has been to attain benefits for local communities from our Procurement Activity.
Social Value	Newport City Homes recognise that their responsibility is much more than providing homes for our customers. Alongside the delivery of core housing management and maintenance services we must ensure our broader services, activities and partnerships have a positive impact on our customers and partners, to improve lives, support Wales and ensure it has thriving communities.

	<p>We have been listening to our customers, to understand how we can make the biggest positive difference to lives. These are the five priorities (plus two additional areas of focus):</p> <ul style="list-style-type: none"> • Employability Support • Safe and Connected Communities • Financial Inclusion • Digital Inclusion • Health & Wellbeing • Sustainable Environment/Environmental impact • Supply chain and supporting local
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3 Contract Particulars

Item	Contract details
Contract Description:	REACTIVE REPAIRS, MAINTENANCE AND VOIDS FRAMEWORK 8 LOTS
Contact point:	Any queries should be sent through the message centre function on the NCH Delta E-sourcing Portal
Date and time for tender return:	15th February 2024 16:00
Form of Contract	NHF Form of Contract 2011 Version 7.2 NHF Form of Contract 2011 Version 7.2 Preliminaries
Contract Length	2 years with the option to extend for a further 2x12 months

4 Introduction

Newport City Homes is looking to complement our internal trades team and appoint multiple contractors across 8 lots providing reactive repairs, maintenance and voids Framework Agreement.

A framework agreement as defined by the Public Contract Regulations 2015 means ‘an agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged’.

Under this arrangement there will be no guarantee to any volume of work to any appointed Contractor during the course of this agreement.

Please also note, there are no restrictions on the number of Lots that a successful Contractor can be awarded however bidders must be satisfied that they are capable of delivering the demand from all lots applied for.

Contracts must be resourced accordingly if awarded both General Building Reactive and Voids lots and cannot pull off reactive to cover voids.

For each Lot the Contractor bids for, the Contractor must complete the Pricing Schedule, Quality Questions and Form of Tender.

It is envisaged that for each of the Lot stated, NCH shall appoint to the highest scoring Contractors as per the below. Those not successful and next highest scoring will be added to a reserve list.

LOT	Anticipated Lot structure	Potential Annual Budget*	Out of hours*
*There is no guarantee of budget or orders under this agreement – these figures are indicative			
*NCH reserves the right to not appoint to a lot for Out of Hours following on value for money analysis			
Lot 1 Drainage and Underground Services	2 Contractors <i>1 main and 1 secondary where primary cannot cover will go to secondary</i>	£300,000	Yes
Lot 2 General Building reactive (including some external works and fencing)	2 Contractors <i>1 main and 1 secondary where primary cannot cover will go to secondary</i>	£550,000	No
Lot 3 Voids up to £25k	1 main contractor <i>(may cover some ad hoc reactive works)</i>	£750,000	No
Lot 4 Roofing and rainwater goods	2 Contractors	£400,000	Yes
Lot 5 Gas, Heating + Plumbing	2 Contractors	£600,000	Yes
Lot 6 Decoration	1 Contractor <i>(to also include non-building works damp and mould)</i>	£200,000	No
Lot 7 Electrical	2 contractors	£270,000	Yes
Lot 8 Garden and External Works	1 contractor (excludes tree works)	£200,000	No

All requirements, services and works delivered are to comply with the following:

- NHF SCHEDULE OF RATE VERSION 7.2 – A COPY OF THESE CAN BE REQUESTED VIA THE DELTA PORTAL MESSAGE CENTRE
- Welsh Housing Quality Standard 2023 (WHQS2)
- Housing Health and Safety Rating System (HHSRS)
- Our Strategy 2025 | Newport City Homes

- Our promise to you – Customer Service Standards | Newport City Homes
<https://www.newportcityhomes.com/about-us/news/our-promise-to-you-customer-service-standards/>

NCH Strategy 2025 sets out our ambition and priorities



4.1 Contract Area

All works are to be carried out in Newport, South Wales area

5 Instructions to tenderers

5.1 Invitation to tender

Please read this invitation to tender carefully, in conjunction with the Specification of Services document provided, and ensure that you are fully familiar with the nature and extent of the obligations on you if your tender is successful.

Additional documentation provided to be read in conjunction with this ITT (available within the delta portal)

Appendix 2 Specification and Requirements

Appendix 3 Quality Response Document

Appendix 4 Pricing Schedule

Appendix 5 Form of Tender

App A NHF Specification

App B NHF Conditions of Contract – Form of contract

App C NHF Conditions of Contract - Preliminaries

App D Heating Specification

App E Contractors Portal

App F Complaints policy

App G Customer Service Standards

App H Health Safety and Wellbeing policy

App I WHQS 2023

App J NCH Way we work

App K Passport to work

App L Void Property Standard

APP M Approved Materials and Specifications

All documents requiring a signature must be signed as follows:

- a) Where the tenderer is a company, by two directors or by a director and the secretary of the company, provided that such persons are authorised for this role:
or
- b) Where the tenderer is an individual, by that individual; or
- c) Where the tenderer is a partnership, by at least two duly authorised partners.

Only one tender is permitted per tenderer. If a tenderer submits more than one tender, only the one with the latest time and date of receipt noted will be evaluated, any other tenders will be disregarded.

5.2 Further information

If you have any questions or require any clarification, please email using the **message centre** answers and questions facility on the NCH Esourcing delta portal. Emails received outside of the answers and questions facility may be disregarded and telephone enquiries **will not** be accepted.

Any questions must be received no later than close of business on **5th February** questions received after this time **will not** be answered. Please note that any questions submitted and Newport City Homes responses may, at Newport City Homes discretion, be circulated to all tenderers, subject to Newport City Homes accepting an assertion made by a tenderer at the time of question submission that the subject matter of a question relates specifically to a tenderer's response and is therefore confidential.

Newport City Homes reserves the right to issue supplementary documentation at any time during the tendering process to clarify or amend any aspect of the ITT or any of the documents referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.

6 Preparation of tenders

All documents submitted as part of your tender must be written in English or a full English language translation provided at no cost to Newport City Homes. Only the translated English version will be evaluated.

Please **do not** provide additional attachments or documents where not requested to do so. These will not be read and will not be taken into account in the evaluation of your tender

Failure to provide **all** of the information required or to meet the requirements of this document may result in your tender **not** being considered by Newport City Homes due to it being a non-compliant tender.

7 Submission of tenders

Completed tenders must be returned online via the delta e-sourcing portal. IT is essential that once all responses, documentation and information are uploaded and that you submit your response before the deadline.

Please do not send hard copies as these will not be accepted

Failure to return your tender in the correct manner may result in your exclusion from consideration for the contract. The closing date for submission of a tender is **15th February** at **16:00**. Newport City Homes reserves the right to reject tenders received after the closing date. Fax, postal and email submissions will not be considered.

Bidders are not permitted to amend the tender documents in any way this includes converting documents into PDF, changing the content of the ITT documents or amending formulae. If the bidder notices any discrepancies within the tender documents they must immediately inform NCH via the portal and bring it to their attention. Any documents converted into PDF, where not permitted to do so, will be requested in the original format and will cause delays in the tender and evaluation process.

7.1 General

Newport City Homes may, at its absolute discretion, extend the tendering period and postpone or change the closing date, for any reason. Your tender, and the prices quoted therein, must remain valid for a minimum period of **90 days** from the closing date.

Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their tenders and must satisfy themselves that they fully understand the requirements of the contract.

In accordance with Newport City Homes financial regulations and the *Public Contracts Regulations 2015, Public Procurement (Amendment etc.) (EU Exit) Regulations 2020*, Newport City Homes seeks to award the contract on the basis of the most economically advantageous tender. No officer, employee, agent of or any consultant engaged by Newport City Homes has the Authority to give any undertaking, guarantee or warranty or make any representation (express or implied) in relation to this ITT or any other matter relating to the contract.

Prior to the award of the contract no publicity by tenderers regarding this tendering process or the contract is permitted. Once the contract has been awarded, in accordance with the contract, no publicity is permitted without the prior written consent of Newport City Homes.

No alteration to the successful tenderer’s position post award of the contract will be accepted, unless this is due to external factors beyond the control of the tenderer, is acceptable to Newport City Homes and is in accordance with any applicable legislation.

Newport City Homes reserves the right to disqualify any tenderer whose circumstances change to the extent that the tenderer ceases to meet the qualification criteria, or who makes material changes to any aspect of its tender, unless substantial justification can be provided to the satisfaction of Newport City Homes and such change is in accordance with procurement law.

Subject to Newport City Homes legal and regulatory obligations, Newport City Homes will respect the confidentiality of each tenderer’s work and will not disclose any aspect of their submission to another tenderer, save that Newport City Homes reserves the right to inform all tenderers in identical terms if an issue of general application to the tendering process emerges by way of clarification or otherwise.

8 Procurement timetable

The proposed timetable below is subject to change and is provided by way of guidance only. Newport City Homes reserves the right to amend this timetable at its absolute discretion at any time during the tendering process.

Item	Contract details
Deadline for Tender Questions	9/2/2024
Closing Date – Submission Deadline	15/2/2024 16:00
Evaluation Period	Between 15 and 19 February
Standstill period	10 days from Notification of result
Expected date of award of Contract	w/c26th February
Contract Commencement	April 2024

9 Legal

9.1 The Form of contract and contract documentation

The contract to be entered into by Newport City Homes with the Contractor in relation to the Project consists of the **NHF Form of Contract 2001 Rev7:2020 Contract Conditions and NHF Form of Contract 2001 Rev7:2020 Preliminaries.**

The above-named form of contract along with the NCH tender pack and successful bidders response will form the contract documentation.

The Successful Bidder will be required to enter into a Data Processing agreement at the start of the contract.

Tendering process

This tendering process and the subsequent contract to be entered into will be subject to English law and the exclusive jurisdiction of the English courts. This procurement complies with the open procedure and Newport City Homes cannot enter into any negotiations on the contract. Contract award will be conditional on the contract being approved in accordance with Newport City Homes internal procedures, and Newport City Homes being generally able to proceed. After confirmation of contract award to the successful tenderer(s) and until the execution of the contract, the tender (as accepted by Newport City Homes) will form a binding contract between Newport City Homes and the successful tenderer(s) upon the terms and conditions of the contract.

9.2 Length of appointment

2 years with the option to extend for a further 2x12 months.

9.3 Social Value /Community Benefits

Across the Public Sector in Wales a substantial investment is made annually procuring external goods, services and works. It is essential that every pound spent results in maximum value for the citizens of Wales. The Welsh Assembly Government is continually looking at ways that even more value can be obtained from this investment. A community benefit approach will be applied to all relevant procurement activity as determined by NCH.

The community benefits programme covers:

- * Recruitment & Training of economically inactive people
- * Promoting Equality in the Work place
- * Opening up opportunities for small organisations in Wales, such as SME, Third Sector organisations and supported Businesses.

- * Ensuring that disadvantaged groups are represented in the supply chain through working with these smaller organisations.
- * Making a positive impact on the Environment
- * Contributing to the local community in terms of education, regeneration and community engagement.

The contractor will be required to contribute 0.5% of their contract value (0.5% of the contract sum) towards the community benefit fund.

Bidders are asked to submit community benefit proposals as part of their tender submissions.

Bidders must demonstrate how they will support the community benefit fund (proportionate to the value of the contract):

- * Provide employment, apprenticeship, work experience and training opportunities to unemployed residents and local community members as requested by the Employer. This would focus specifically on local unemployed people.
- * Support community based projects approved by the Employers staff, supporting local need.
- * Provide ideas and suggestions for where the Employer can use Community Benefits to support the local area.

A meeting will be held prior to contract in which the successful contractor will confirm how they will meet the Community Benefit Requirements

Where the above is not met the Employer will invoice the 0.5% for the Community Benefit Fund on an annual basis against the value of contract spend for that year.

10 Information required

10.1 General

Your tender **must** contain a response to **all** of the questions set out in this section, (“tender response”) using the same numbering as set out in this section.

You should note that your tender response will be evaluated according to the evaluation criteria set out in section 10. Tenderers should refer to the evaluation criteria when preparing their tender responses.

Where information is referred to in any of the evaluation criteria set out in section 11, which is not specifically requested in this section Tenderers should nevertheless ensure that all relevant information is included within their tender response.

Tenderers **may not** propose amendments to the contract.

Your tender response must be no more than the **maximum word counts per criteria response**

Should the tenderer find omissions, discrepancies or inconsistencies in the tender documents or should be in doubt as to its meaning or intent, they shall notify promptly requesting clarification. The tenderer in making such requests shall be solely responsible for their timely receipt. Failure to provide such notification shall be deemed as acceptance by the tenderer that any costs or liabilities arising from such omission, discrepancy or inconsistency shall be borne by the tenderer.

If tenderers wish to seek clarification in relation to any provision of the contract, they should do so by asking a clarification question and submitting that question in accordance with section 3 of this ITT. Tenderers should note that responses to clarification questions may be provided to all tenderers.

10.2 Tender questionnaire

Failure to complete and submit the supplier questionnaire **will** result in the tenderer being disqualified from the tender process. Any bidder whose tender questionnaire response does not satisfy **all** pass/fail criteria may be treated as ineligible for this contract opportunity and their tender response will not be assessed further.

11 Tender evaluation and award criteria

Each tender will be checked for compliance with the requirements of this ITT. Tenders which are not substantially complete, or which are non-compliant with the ITT may be rejected.

Amendments to the terms of the contract that have not been approved via a pre-submission clarification and/or failure to provide confirmation that the required level of insurance is held or will be held may result in your tender being declared non-compliant and it therefore may not be evaluated. Newport City Homes reserves the right to evaluate tenders before declaring them non-compliant.

Where the pricing of a tender is abnormally low Newport City Homes reserves the right to reject the tender in accordance with the requirements for further investigation under the *Public Procurement (Amendment etc.) (EU Exit) Regulations 2020*. (Subject to any reasonable clarification questions raised in accordance with the ITT.)

Tenders will first be evaluated against the following requirements which will be scored on a pass/fail basis. Any tender that scores “fail” against any of these requirements may be deemed non-compliant and rejected without further evaluation.

Confirmation of acceptance of terms and conditions of Contract	Pass/Fail
Suitability Questionnaire	Pass/Fail
References	Pass/Fail

Tenders will then be evaluated in accordance with the evaluation criteria set out below in accordance with the methodology set out in the tender questions to determine the most economically advantageous tender to Newport City Homes; taking into consideration the following award criteria, which tenderers must provide in their tender response:

Criteria	Weighting		Question
Pricing	50%		Complete pricing Schedule The Tendered total sum calculated for each lot all included in Appendix 4 Pricing Schedule where rates are required, where lowest cost Tenderer shall receive 50% and all other scores shall be allocated according to their difference from the lowest price, using the formula: 50% x (lowest price of all Tenderers / Tendered price)
		25%	Question 1 – Statement of Capability
Quality	40%	10%	Question 2 Mobilisation
		25%	Question 3 Contract Management and Continuous Improvement
		10%	Question 4a Customer Experience
		10%	Question 4b Customer Experience
		15%	Question 5 Health & Safety
		5%	Question 6 Sustainability
Social Value	10%		Please provide details of your organisations social value initiatives and your proposal to commit to during your delivery of this contract to support our communities. How you will work with NCH representative to ensure that you are targeting the right communities, delivering your proposal and reporting the results.

The best method statements will be able to demonstrate to the evaluation panel that they have been prepared specifically to suit the needs of the Organisation.

The Tenderer is to review and respond to each question with proposals on how the requirements for the Organisation would be met.

Please ensure that you provide all the documentation asked for in the required format specified. Supporting information should be presented in the same order as, and should be referenced to, the relevant question.

Each question will be scored using the scale 0-5 and the following weighting applied: **(marks awarded / marks available) x weighting**

For example, if the weighting is 20% and the maximum score is 5, and the score received is 3, the weighted score would be:

$$(3 / 5) \times 20 = 12$$

NB: For the purposes of this calculation, weighting is expressed as a number not a percentage.

[All figures to 2 decimal places]

To achieve full quality and social value percentage, you must score 5 out of 5 on each question.

<p>Please confirm your adherence to NCH Community Benefits requirements as stipulated in the Invitation to Tender Document.</p> <p>(Please note that failure to do so may result in your tender not being considered further)</p>	<p>Yes / No</p>
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<p>Please confirm your adherence to the form of contract</p> <p>(Please note that failure to do so may result in your tender not being considered further)</p>	<p>Yes / No</p>
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<p>Please confirm your adherence to NCH Values</p> <p>(Please note that failure to do so may result in your tender not being considered further)</p>	<p>Yes / No</p>
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The quality and social value assessment will be carried out by a panel of Newport City Homes officers, the procurement team will review and verify the scores once the evaluations are completed. Each section score will then be calculated to achieve a percentage score per question these will then be added together for an overall quality percentage score out of a Technical and quality question scoring criteria

Where indicated, technical and quality questions will be scored in line with the following scoring criteria

Using a 0 – 5 scoring system:	
0	Unacceptable response – no information provided, or response does not address the requirement.
1	Poor response – the response contains material omissions and / or is supported by limited evidence / examples. Major concerns that the organisation has the potential to deliver / that they have failed to meet a reasonable standard.
2	Fair response – the response contains some omissions and / or is not well supported by evidence / examples. Some concerns about the bidder's ability to deliver / that they have failed to meet a reasonable standard.
3	Good response – there is adequate detail / supporting examples giving a reasonable level of confidence in the bidder's experience and ability. The bidder appears to have the potential to deliver as required / has met a reasonable standard and there are only minor concerns about the bidder's experience.
4	Very good response – the level of detail / supporting examples gives a high level of confidence in the bidder's experience and ability. The bidder clearly has the potential to deliver and / or has clearly met an acceptable standard.
5	Excellent response – a comprehensive well evidenced submission, clearly demonstrating expertise and knowledge incorporating value added benefits/social value attributes & other points of innovation. The bid is deemed to offer little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed, giving a very high level of confidence in the bidder's experience and ability.

The price score will be achieved by way of the formula detailed above once all pricing schedules and submitted pricing has been reviewed independently to ensure all elements covered. The price, quality and social value score will then be combined to achieve a final overall percentage score for each tender submission.

Bidders must submit their rates as per the instructions in Appendix 4 Pricing Schedule against the National Housing Federation Schedule of Rates Version 7.2. The tendered total sum will be used for the evaluation purposes – there is no guarantee of spend with this framework agreement. The rates are to be fixed for the first two years of the contract. Allowances for uplifts may be applied against CPI on an annual review.

On completion of the evaluation, the Contract will be awarded to The most Economically Advantageous Bidders.

11 Important Notes for Bidders

“**you**”/ “**your**” or “**bidder**” means the body completing these questions i.e. The legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.

This tender questionnaire has been designed to assess the suitability of a bidder to deliver the organisation’s contract requirement(s). If you are successful at this stage of the procurement process, you will be selected for the subsequent award stage of the process.

Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘**n/a**’.

IMPORTANT NOTE: Only where applicable should bidders provide attachments or additional appendices however when doing so bidders must ensure they are numbered clearly and easily identifiable or it may result in the appendix not being considered in the response.

11.1 Verification of information provided

Whilst reserving the right to request information at any time throughout the procurement process, the organisation may enable the Contractor to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Contractor can meet the specified the organisation may only obtain such evidence after the final tender evaluation decision i.e. From the winning Contractor s only.

11.2 Sub-contracting arrangements.

Where the Contractor proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

The organisation recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Contractors should be aware that where information provided to the organisation indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Contractor to proceed with the procurement process or to provide the supplies and/or services required. Contractors should

therefore notify the organisation immediately of any change in the proposed sub-contractor arrangements. The organisation reserves the right to deselect the Contractor prior to any award of contract, based on an assessment of the updated information.

11.3 Consortia arrangements

If the Contractor completing this tender questionnaire is doing so as part of a proposed consortium, the following information must be provided.

- a) Names of all consortium members;
- b) The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- c) If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate appendix.

Please note that the organisation may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the organisation as being necessary for the satisfactory performance of the contract.

All members of the consortium will be required to provide the information required in all sections of the tender questionnaire as part of a single composite response to the organisation i.e. Each member of the consortium is required to complete the form.

Where you are proposing to create a separate legal entity, such as a special purpose vehicle (spv), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix.

The organisation recognises that arrangements in relation to a consortium bid may be subject to future change. Contractors should therefore respond on the basis of the arrangements as currently envisaged. Contractors are reminded that the organisation must be immediately notified 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. The organisation reserves the right to deselect the Contractor prior to any award of contract, based on an assessment of the updated information.

11.4 Modern Slavery Act 2015

Compliance with Laws & Policies:

In performing its obligations under the agreement, the Contractor(s) shall and shall ensure that each of its subcontractors comply with:

- (a) all applicable laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and

(b) the anti-slavery policy.

The Contractor must not hold a person in slavery or servitude or to require a person to perform forced or compulsory labour.

The Contractor must not arrange or facilitate the travel of another person with a view to them being exploited.

The International Labour Organisation (ILO) identifies a number of indicators of forced labour which are all covered under the Modern Slavery Act 2015, the Contractor and their partners must not carry out any of the following:-

- Abuse of vulnerability
- Deception
- Restriction of movement
- Isolation
- Physical and sexual violence
- Intimidation and threats
- Retention of identity documents
- Withholding of wages
- Debt bondage
- Abusive working and living conditions

Due Diligence

The Contractor represents and warrants that at the date of this agreement:

- its responses to the Customer's slavery and human trafficking due diligence questions are complete and accurate; and
- neither the Contractor nor any of its officers, employees or other persons associated with it:
- has been convicted of any offence involving slavery and
- human trafficking; and
- of or in connection with slavery and human trafficking.
- having made reasonable enquiries, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence

The Supplier shall implement due diligence procedures for its own suppliers subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

NCH have the right to terminate the contract with immediate effect if the successful contractor(s), their supply chain or their sub-contractors are found guilty of any modern slavery acts.

11.5 Confidentiality and Data Protection Obligations

When providing details of contracts in answering section 11 of this tender questionnaire (technical and professional ability), the Contractor agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The organisation reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 11. The named customer contact does not owe the organisation any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The organisation 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 contract regulations.

The Bidder shall comply with their obligations under the General Data Protection Regulations (GDPR) and the Data Protection Act 2018. The Bidder shall provide NCH with a warranty that the Bidder complies with the principles as defined within the GDPR and supporting Data Protection Legislation together with such other information as NCH may reasonably require to satisfy themselves that the Bidder is complying with such obligations

The Bidder shall ensure that it does nothing which places NCH in breach of obligations under the GDPR and any such action by the Bidder and/or breach by the Bidder of their warranty, may result in the termination of the contract.

11.6 Insurances

The following insurances are required and must be maintained for the duration of the contract.

Employers Liability: your organisation holds Employer's Liability insurance of Ten million pounds (£5,000,000) for all customary risks commensurate with the nature of the business undertaken and the number of persons employed by your organisation.

Public Liability: your organisation should maintain Public Liability insurance cover of not less than five million pounds (£5,000,000)

(IF APPLICABLE) Professional Indemnity: your organisation should maintain Professional Indemnity insurance cover of not less than five million pounds (£5,000,000)

such sum to relate to any one occurrence arising out of one event: the total number of events being unlimited.

11.7 Payment and Invoicing

Purchase order Numbers will be issued to the Service Provider/Contractor at the start of the contract.

It is a requirement that the successful Service Provider/Contractor invoices in a way that is suitable to integrate with NCH systems.

Invoices must be addressed to Newport City Homes, Finance Department, Floor 3 Nexus House Mission Court Newport Gwent.

All invoices must be **consolidated on a monthly basis** sent to the Payables inbox **nch.payables@newportcityhomes.com** at all times and **in the first instance.** Contract Managers/Technical leads may receive a copy invoice only.

It would be beneficial for the contract reference to be quoted on each invoice: NCH/REAC/2326

The definition of a valid invoice is one which meets (where applicable) the following conditions.

- Date of Issue
- Service Providers own Invoice No.
- Service Providers VAT Registration Number.
- Name and address of Service Provider
- Property address/ description of the works
- Date on which works were carried out
- Taxable amount per rate of Vat, net unit price and any discounts
- Rate of VAT
- Total VAT payable
- Purchase Order Number (Invoices without a purchase order number will be considered invalid and may be returned to the Service Provider/Contractor, this may cause delays in payment)

Payment terms are 30 days from the date of the invoice and payments are run on a weekly basis.

No claims for delays or any losses will be entertained for failure to comply with the above, and incomplete or inaccurate invoices may lead to non-payment and the invoice being returned.

NCH reserves the right to ask the successful provider for an open book costing approach to invoicing. We may request itemised invoices or breakdowns attached to the invoice