



METROPOLITAN HOUSING TRUST LTD

**CONTRACT RELATING TO THE PROVISION OF
GROUNDS MAINTENANCE AND CLEANING SERVICES**

INSTRUCTIONS TO TENDERERS

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1. **BACKGROUND AND OVERVIEW**

1.1. **Metropolitan Housing Trust Limited (“Metropolitan”)**

- 1.1.1. Metropolitan’s roots are in the 1950s, when a Housing Association was set up in London to provide good quality, affordable housing for immigrants from the West Indies. In 1963 Metropolitan was formerly set up as a Housing Association.
- 1.1.2. Metropolitan grew quickly – buying run-down properties for renovation, and working closely with local authorities – still predominantly in London but also expanding out to the East Midlands and Nottingham areas.
- 1.1.3. Metropolitan now manages 35,000 properties across a mix of social housing schemes (houses, flats, entire streets and blocks etc.), on rental or part rental/part buy schemes, as well as managing some residential care homes. In total Metropolitan currently provides accommodation for 75,000 residents. Properties are located in South/North London, Cambridgeshire, Nottinghamshire and Derbyshire. Current business strategy is to consolidate at this level until mid – 2015 at least, with the expectation to expand through additional requisitions thereafter.
- 1.1.4. In 2012 the new brand name of Metropolitan was launched to encompass all its previous subsidiary companies and organisations.

1.2. **Overview**

- 1.2.1. Metropolitan is seeking to award a contract for the provision of Grounds Maintenance and Cleaning Services as set out in the Services Requirements at **Appendix 2** (“the Services”).
- 1.2.2. The Contract was advertised by placing a Contract Notice in the Official Journal of the European Union reference no. 2014/s 104-183328 (the “OJEU Notice”) on **31 May 2014**.

1.3. **Service profile**

- 1.3.1. Metropolitan’s current service profile is as set out fully in the Service Requirements at **Appendix 2**. However, this is not intended to be a mandate for how the Supplier must operate the service. Metropolitan is aiming to benefit from operational efficiencies – and suppliers are encouraged to propose ways in which increased efficiency can be gained.
- 1.3.2. Metropolitan’s Grounds Maintenance and Cleaning service is broadly stable throughout the year. However Metropolitan’s business functions as a Housing Association experience business peaks aligned to outside factors such as seasonal weather patterns – for example poor weather during autumn to spring causes wear

and damage to buildings managed / owned by Metropolitan, resulting in an increased level of customer interaction.

- 1.3.3. Significant adverse weather – such as floods or extreme gales – will bring an increase of calls to. At such times, Metropolitan may require an enhanced response to incidents raised by the customer services team. The supplier whilst therefore working on the average data provided needs to be able to offer the capability to flex up and down as required by factors outside of Metropolitan’s control.

2. INTRODUCTION

- 2.1. Unless otherwise indicated, all words and expressions used in these Instructions to Tenderers with an initial capital letter shall have the meanings set out in the Contract Conditions.
- 2.2. Metropolitan invites Tenders for the provision of the Services.
- 2.3. The successful Tenderer will be required for the Charges to provide the Services.
- 2.4. The Contract Period will commence on the Effective Date which shall be or around 05 May 2015. The Contract Term shall be 2 Years.
- 2.5. At the discretion of Metropolitan the Contract Term of the Contract may be extended on two occasions. Each Extension Period being of a maximum of 24 months. The maximum possible term of the Contract is [6] years.
- 2.6. Your company has previously expressed an interest in this Contract and has successfully met the criteria set out in the PQQ. You are therefore now invited to respond to this ITT by completing the Response Document and submitting it together with any other requested supporting information to the contact point detailed at paragraph 7 of this ITT.
- 2.7. These Instructions to Tenderers describe Metropolitan’s requirements for the Services, the tendering process and the commercial terms on which Metropolitan will contract in due course with the successful Tenderer.
- 2.8. These Instructions to Tenderers also set out details on the form and content of Tenders and the timetable and other administrative arrangements for the tendering process.
- 2.9. The Services Requirements set out Metropolitan’s minimum requirements for the provision of the Services. Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than **12 noon on 06 January 2015**.
- 2.10. Metropolitan is conducting this procurement pursuant to the restricted procedure (as set out in Regulation 16 of the Public Contract Regulations 2006

(as amended)) because it is able to specify the solutions capable of satisfying its needs and the legal and financial makeup of the Contract.

- 2.11. As a result of the use of the restricted procedure this procurement process will be swifter and more focused. It does however mean that there will be no opportunity to enter into dialogue or negotiation around the Tender documents including the proposed Contract Conditions (Appendix 3). Comments in Tenders such as “for discussion” or “to be worked up in discussion with Metropolitan may render the Tender unacceptable in accordance with paragraph 6.9.3 below.

3. **TENDERING TIMETABLE**

- 3.1. To ensure that the evaluation and award process is completed and the Contract executed prior to the Planned Operational Services Commencement Date Metropolitan has set the following tendering timetable. Metropolitan reserves the right to amend the timetable.

Stage in the Procurement	Deadline
ITT issued to Tenderers	01.12.2014
Clarification period for submission of Tenderers' questions opens at 12 noon on:	05.12.2014
Clarification period for submission of Tenderers' questions closes at 12:00 noon on:	15.12.2014
Answers to Tenderers' questions circulated to all Tenderers by:	22.12.2014
Closing date for receipt of Tenders, 12:00 noon on:	06.01.2015
Evaluation Period and internal authorisation period for Metropolitan	12.01.2015– 16.01.2015
s.20 Request Form completed by Contract Administrator – sent to Leasehold Manager	16.01.2015
Leaseholder Consultation start	02.02.2015
Leaseholder Consultation Closes	13.03.2015
Due Regard Meeting - Observations	17.03.2015
Sign off Consultation	19.03.2015

Notification of proposed award of Contract on or around	20.03.2015
Standstill period ends on or around	30.03.2015
Commencement of Contract	05.05.2015

4. **RIGHT TO CANCEL OR VARY THE PROCESS**

Metropolitan reserves the right:

- 4.1. to cancel or withdraw from the tender process at any stage;
- 4.2. not to award a contract;
- 4.3. to require a Tenderer to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/or
- 4.4. amend the terms and conditions of the tender process.

5. **CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER**

5.1. **Sufficiency and adequacy of information**

- 5.1.1. For the purposes of this ITT, "Information" means the information in this ITT and all information which has been or is provided (whether in writing, orally or by any other means and whether directly or indirectly) by Metropolitan at any time during this tender process, any documents, processes, plans or intentions, developments, know-how and all information derived from any such information.
- 5.1.2. The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the Tender documents and shall in any event be deemed to have done so before submitting its Tender.
- 5.1.3. The Tenderer will be deemed for all purposes connected with the Tender documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services (in the context of and as described in the Services Requirements) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its Tender. Tenderers shall be deemed to have carried out their own due diligence enquiries and investigations prior to entering the Contract.
- 5.1.4. The Information has been prepared by Metropolitan in good faith but does not purport to be accurate, complete and exhaustive or to

have been independently verified. Tenderers should not rely on the Information and should carry out their own due diligence enquiries and investigations to verify the accuracy and completeness of the Information.

5.1.5. Neither Metropolitan, its technical, financial, legal or other advisors, nor the directors, officers, partners, employees, other staff, agents or advisors of any such person shall:

5.1.5.1. make any representation or warranty (expressed or implied) as to the accuracy, adequacy, reasonableness or completeness of the Information of any part of it; or

5.1.5.2. accept any responsibility for the Information or for its fairness, accuracy or completeness,

5.1.5.3. nor shall any of them be liable for any loss, damage or expense (other than in respect of fraudulent misrepresentation) arising as a result of reliance on any of the Information or subsequent communication.

5.1.6. Nothing in the Information shall be taken nor deemed a promise or representation as to the future.

5.1.7. Any persons considering making a decision to enter into a contractual relationship with Metropolitan on the basis of the Information should make their own enquiries, investigations and independent assessment of the requirements for the provision of the Services and associated issues and should seek their own professional financial, technical and legal advice.

5.1.8. The Information is not intended to provide the basis of any investment decision and should not be considered as a recommendation by Metropolitan any of their advisors to any recipient of the Information.

5.2. **Costs and expenses**

5.2.1. All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.

5.2.2. The Tenderer shall have no claim whatsoever against Metropolitan in respect of such costs and in particular (but without limitation) Metropolitan shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Tender documents) no compensation or remuneration shall otherwise be payable by Metropolitan to the successful Tenderer in respect of

the Services by reason of the scope of the Services being different from that envisaged by the successful Tenderer or otherwise.

5.3. Further information and enquiries

- 5.3.1. At any time before **12 noon on 15 December 2014** the Tenderer may write to Metropolitan requesting any information or raising any query in connection with the Tender documents, the procedure leading to award of Contract or any other matter relating to the Services or this procurement. Any such communication must be submitted using the “Message Centre” section on the Delta Electronic Tendering website, which can be accessed at: www.delta-esourcing.com
- 5.3.2. Tenderers shall not be entitled to rely on any statements or information provided by any person other than via the Delta Electronic Tendering system and accordingly Metropolitan shall not be bound by nor have any liability for any statement made or information given by any such other person nor for any losses, costs, expenses or damages suffered or incurred by a Tenderer as a consequence of it relying on any statement made or information given by any such other person.
- 5.3.3. Questions and Answers will be issued to all Tenderers no later than **22 December 2015**. Should a Tenderer wish to avoid such disclosure when submitting a question or request (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request must be clearly marked “**In confidence – not to be circulated to other Tenderers**” and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers. Metropolitan will consider any such request for non-disclosure on its merits, and in particular whether any regulations or considerations of probity require it to be denied. Where Metropolitan decides that the question or request, and its response, cannot be withheld from circulation, the Tenderer will have the opportunity to withdraw the question or request, or otherwise to re-present it in a different format.
- 5.3.4. Tenders must be capable of acceptance in their own right and negotiation is not permitted.

6. RESPONSE DOCUMENT AND THE TENDER

- 6.1. With these Instructions to Tenderers the Tenderer is provided with a Response Document at **Appendix 4** for completion and return as part of its Tender. The Response Document comprises the following documents:
 - 6.1.1. Form of Tender

- 6.1.2. Anti-Collusion Certificate
- 6.1.3. Confidential Information
- 6.1.4. Pricing Schedule
- 6.1.5. Continuous Improvement Schedule
- 6.1.6. Parent Company Guarantee Undertaking
- 6.1.7. Tenderers Response to Technical Questions
- 6.1.8. Compliance Table.

6.2. Form of Tender and Anti-Collusion Certificate

The Form of Tender and Anti-Collusion Certificate (sections 1 and 2 of the Response Document) must be signed:

- 6.2.1. Where the Tenderer is a partnership, by two duly authorised partners;
- 6.2.2. Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose;
- 6.2.3. Where the Tenderer is an individual by that individual;
- 6.2.4. Where the Tenderer is a trust by two duly authorised persons;
- 6.2.5. Where the Tenderer is a consortium/prime Supplier and significant sub Suppliers by an authorised person for each consortium member organisation.

The Tenderer shall produce forthwith upon request by Metropolitan documentary evidence of any authorisation referred to in paragraphs 6.2.1, 6.2.2 and 6.2.4 above.

6.3. Pricing Schedule

- 6.3.1. The Tenderer shall complete all sections of the Pricing Schedule which is set out in section 4 of the Response Document.
- 6.3.2. All prices and rates shall be exclusive of Value Added Tax. Metropolitan shall not pay any sum or sums other than those set out in the Pricing Schedule.

6.4. Continuous Improvement Schedule

- 6.4.1. The Tenderer shall annually complete a Continuous Improvement Schedule.

6.4.2. The Supplier shall publish agreed targets within the Continuous Improvement Schedule as a minimum from the Operational Services Commencement Date.

6.4.3. Metropolitan may request the Supplier agree over the course of the contract to the inclusion of further additional targets (such agreement not be unreasonably withheld).

6.5. **Parent Company Guarantee Undertaking**

If the Tenderer is a subsidiary company the Parent Company Guarantee Undertaking must be duly executed by the Tenderer's ultimate holding company.

6.6. **Tenderer's Response to Technical Questions**

By the deadline for receipt of Tenders identified in paragraph 2.10 above, the Tenderer shall submit as part of its completed Response Document responses, in writing, to all the technical questions at section 6 of the Response Document.

6.7. **Compliance Table**

Tenderers must fully complete the compliance table, entering the words 'Yes' or 'No' in the appropriate boxes and signing and dating this table (section 7 of the Response Document).

6.8. **Generally**

6.8.1. The Tenderer shall include in its Tender details of all information or assumptions that it has taken into account in relation to the submission of its Tender which must in any event be in accordance with the requirements, conditions and stipulations of these Instructions to Tenderers.

6.8.2. In addition, the Tenderer shall give further written or verbal details and information as may reasonably be requested by Metropolitan.

6.8.3. Tenderers are required to complete all sections of the Response Document.

6.9. **Conditions of Contract**

6.9.1. Included as part of the Tender documents is the form of Contract to be entered into between Metropolitan and the successful Tenderer (Appendix 3). Certain principal Contract Conditions are outlined below. Metropolitan reserves the right to make amendments to the text of the form of Contract during the tendering process.

- 6.9.2. The principal Contract Conditions are as follows:
 - 6.9.2.1. The Term will be for 24 months.
 - 6.9.2.2. The Supplier shall provide the Services to Metropolitan during the Term in consideration of the payment of the Charges.
 - 6.9.2.3. The Supplier shall maintain specified minimum levels of insurance.
- 6.9.3. Mark ups of the Contract Conditions are not invited and accordingly if any Tenderer does submit any mark-ups or includes in its Tender any statements which indicate that the Tenderer does not accept any or all of the terms of the Contract Conditions Metropolitan may reject that Tender.

7. RETURN OF TENDERS

- 7.1. Tenderers must submit the Response Document using the Delta Electronic Tendering website at: www.delta-esourcing.com. Details of how to register and use the Delta Electronic Website can be found at: www.delta-esourcing.com
- 7.2. Tenders must be fully uploaded by **12 noon on 06 January 2015**.
- 7.3. Any Tender submitted after the date and time specified in paragraph 7.2 will not be considered. Any accompanying documentation submitted after the date and time specified in paragraph 7.2 may not be considered.
- 7.4. All Forms of Tender must remain valid and open for acceptance by Metropolitan for a period of 6 months from the date referred to in paragraph 7.2.

8. COMPLAINTS RELATING TO THE ITT PROCESS

- 8.1. Any complaints relating to the ITT process should be directed to the Executive Director of Finance, Sarah Mussenden, Metropolitan, The Grange, 100 High Street, Southgate, N14 6PW

9. REJECTION OF TENDERS

- 9.1. Metropolitan reserves the right to reject any Tender submitted by a Tenderer in respect of which the Tenderer:
 - 9.1.1. discloses to any third party prices shown in its Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
 - 9.1.2. enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or

- restrict the prices to be shown by any other Tenderer in its Tender; and/or
- 9.1.3. fixes prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender; and/or
 - 9.1.4. has submitted a price for the provision of the Services which is abnormally low;
 - 9.1.5. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender any act or omission; and/or
 - 9.1.6. in connection with the award of the Contract commits an offence under the Bribery Act 2010 ; and/or
 - 9.1.7. or any employee or agent of it has in relation to this procurement committed any act which is an offence under the Enterprise Act 2002; and/or
 - 9.1.8. has directly or indirectly canvassed any member or official of Metropolitan concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer; and/or
 - 9.1.9. has done anything improper to influence Metropolitan during the Tender period; and/or
 - 9.1.10. has failed to submit their Tender in the English language; and/or
 - 9.1.11. has failed to return the Response Document fully completed and signed or any accompanying documents.
- 9.2. Metropolitan also reserves the right to reject a Tender:
- 9.2.1. from a Tenderer if another Tenderer has to the knowledge of the first named Tenderer named that first named Tenderer as a sub-Supplier;
 - 9.2.2. from a Tenderer if that Tenderer has named as sub-Supplier another person who to the knowledge of the first named Tenderer has submitted or intends to submit a Tender;
 - 9.2.3. from a group company of another Tenderer;
 - 9.2.4. from a person who is a member of a partnership or consortium which has submitted or intends to submit a Tender; or
 - 9.2.5. from a Tenderer where Metropolitan believes that there has been any form of co-operation or collusion with another Tenderer.
- 9.3. For the avoidance of doubt any non-acceptance or rejection of a Tender in accordance with paragraphs 9.1 and 9.2 above shall be without prejudice to
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any other civil remedies available to Metropolitan or any criminal liability that such conduct by a Tenderer may attract.

9.4. Selection at PQQ Stage

9.4.1. Metropolitan is relying on the information provided by Tenderers in their pre-qualification questionnaires (“PQQs”). Tenderers (or in the case of consortia or prime Supplier Tenderers), lead Tenderers must keep Metropolitan informed of any changes and developments that affect their legal/eligibility, technical ability and/or economic, regulatory and financial standing as submitted at PQQ stage and in the case of Tenders submitted by consortia/prime Suppliers, this requirement also applies to each consortia member/significant sub Supplier. Metropolitan reserves the right to keep these matters under review and to exclude any Tenderer from further participation in the procurement process where any such change affects adversely a Tenderer’s suitability for the Contract as evaluated against the PQQ selection criteria.

9.4.2. All Tenderers are reminded that evidence of financial and economic standing may be required at any time during the restricted process and Metropolitan reserves the right to require Tenderers to re-submit the PQQ if there is any material change in their financial status, the make-up of their bid (e.g. different consortium members) and/or economic standing, so as to ensure that Tenderers continue to meet Metropolitan’s minimum standards as set out in the PQQ.

9.5. Changes to bidding consortiums and companies

9.5.1. If a Tenderer is a member of a consortium or prime Supplier Tender the Tender must identify the lead Tenderer and all other members of the consortium/prime Supplier Tender.

9.5.2. All Tenderers regardless of whether or not they are in a consortium/prime Supplier Tender, must identify all significant sub Suppliers.

9.5.3. Tenders must be signed by the lead Tenderer and, where relevant, all members of the consortium/prime Supplier Tender and significant sub Suppliers.

9.5.4. The lead Tenderer shall be the representative for the other members that form the consortium/prime Supplier Tender and shall be responsible for the preparation of the Tender.

9.5.5. The lead Tenderer is required to immediately inform Metropolitan of any change to the membership of its consortium (both members joining and leaving).

9.5.6. Where the composition of any consortium/prime Supplier Tender changes and/or where there are any changes to any previously

named significant sub Suppliers, Metropolitan may request the Tenderer (or where relevant the consortium) to resubmit the whole or parts (at Metropolitan's discretion) of its PQQ. Metropolitan shall then evaluate the resubmitted information against the published PQQ evaluation criteria. Metropolitan reserves the right to reject any Tender and, where relevant, consortium/prime Supplier Tender, in the event that, having re-evaluated the submitted information, the Tenderer or consortium/prime Supplier Tender would have failed to have been short-listed for the ITT stage.

- 9.5.7. Where following evaluation, Metropolitan finds the new consortium member or significant sub Supplier is unacceptable, it may request that the lead Tenderer finds an alternative consortium member and/or significant sub Supplier to replace the previous consortium member or significant sub Supplier or Metropolitan may exclude the Tenderer from further participate in the procurement process.
- 9.5.8. Any proposal to change consortium members and/or significant subcontractor(s) must be notified to Metropolitan immediately.
- 9.5.9. Metropolitan reserves the right to return to any matters in the PQQ as part of the Tender process and where circumstances have changed in some material respect.
- 9.5.10. The Tenderers are reminded that at all times they are responsible for their own costs incurred in participating in this procurement process.

10. **NON CONSIDERATION OF TENDER**

Metropolitan may in its absolute discretion refrain from considering any Tender if:

- 10.1. it is not in accordance with these Instructions to Tenderers and all other instructions issued by Metropolitan during the Tender period and/or
- 10.2. the Tenderer does not submit a Tender for the provision of the whole of the Services.

11. **TENDER EVALUATION AND AWARD PROCEDURE**

11.1. Metropolitan intends to award the Contract on the basis of the Tender that represents the most economically advantageous offer to Metropolitan. Tenders shall be evaluated in accordance with the evaluation methodology set out in **Appendix 1**.

11.2. **Criteria for Award**

As set out in **Appendix 1** the following main criteria are weighted:

- 11.2.1. Technical – 40%
- 11.2.2. Price – 60%
- 11.3. The award criteria (including any sub-criteria), weightings (including any sub-weightings), and detailed scoring mechanism for both price and technical are set out in full in **Appendix 1** to these Instructions to Tenderers.
- 11.4. Metropolitan shall not be bound to award the Contract to any Tenderer or the Tenderer with the lowest price structure.
- 11.5. Metropolitan reserves to itself the right in its absolute discretion:
 - 11.5.1. to award the Contract to any Tenderer;
 - 11.5.2. to award a Tenderer either the whole of the Contract or part thereof;
 - 11.5.3. not to award the Contract to any of the Tenderers or at all.
- 11.6. Metropolitan reserves the right to invite Tenderers to submit second or subsequent round Tenders.

12. **ACCEPTANCE OF TENDER**

- 12.1. Any acceptance by Metropolitan of a Tender shall be notified to the successful Tenderer in writing by Metropolitan (the “Acceptance Letter”). Until the execution of the formal Contract referred to in paragraph 12.2 below, a successful Tender (including any agreed amendments in writing), together with Metropolitan’s Acceptance Letter, shall form a binding agreement between Metropolitan and the successful Tenderer on the terms set out in the Tender documents.
- 12.2. The successful Tenderer will be required to execute a formal Contract for the Services on or about **30 April 2015** (or such other date to be advised) being the Effective Date and to deliver the Services in full from on or around **05 May 2015** or sooner if a shorter implementation period is tendered by the successful Tenderer.

13. **THE CONTRACT**

- 13.1. Every Tender received by the Metropolitan shall be deemed to have been made subject to the Contract Conditions (Appendix 3) unless Metropolitan has expressly agreed in writing to the contrary and the document (or legible copy thereof) expressing that agreement is appended to and therefore forms part of the Tender. Any alternative terms or conditions offered on behalf of a Tenderer shall be deemed to have been rejected by Metropolitan unless expressly accepted by them in writing.
- 13.2. Tenderers should note that the Supplier shall be contractually bound to deliver the Services in accordance with the terms of the Tender documents.

14. **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 14.1. The Tender documents and all other documentation issued by Metropolitan relating to the Contract shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of Metropolitan save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub Suppliers and other information required to be submitted with the Tender.
- 14.2. As between Metropolitan and the Tenderers the copyright in all the documents that constitute the Contract shall vest in Metropolitan and all such documents and all copies thereof are and shall remain the property of Metropolitan and must be returned to Metropolitan upon demand.
- 14.3. Metropolitan may disclose detailed information relating to any Tender to the Metropolitan's members, directors, employees, agents or advisers and they may make the Tender documents available for private inspection by Metropolitan's members, directors, officers, employees, agents or advisers.

15. **TUPE**

- 15.1. Metropolitan considers that TUPE is likely to apply (unless there is a legal reason for it not to apply) in respect of employees currently engaged in the provision of the services as set out in the PQQ. Nevertheless, Tenderers shall seek independent professional advice on the effect of the TUPE Regulations (including and subsequent amendment to the TUPE regulations) on their Tenders and the Contract. Metropolitan gives no assurances, warranties or assumptions as to the effect of TUPE on the Contract or otherwise.
- 15.2. The successful Tenderer shall be deemed to have satisfied itself as to the applicability of TUPE and shall indemnify Metropolitan for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not itself bring proceedings against Metropolitan in connection with TUPE.
- 15.3. Tenderers are advised that their Tenders should take into account all costs relating to TUPE.
- 15.4. If TUPE is deemed to apply the successful Tenderer will be expected to comply with the consultation requirements in the TUPE Regulations.
- 15.5. Any meetings with Metropolitan and/or any third party employees during the Tender period must be arranged through Metropolitan. Tenderers shall not approach such employees or their representatives directly.
- 15.6. Tenderers can, by completing the TUPE confidentiality agreement on the Delta Electronic Tendering Website, – request relevant information in respect of Metropolitan staff and the incumbent Supplier's staff that may be affected by TUPE ("the Workforce Information"). Tenderers shall treat the Workforce Information as strictly confidential.

- 15.7. The Workforce Information in relation to Metropolitan employees, and in the event of any third party employees that Workforce Information, has been prepared and collated in good faith by Metropolitan. Metropolitan gives no guarantee, warranty or assurance as to the accuracy of this information and cannot be held responsible for errors or omissions in it. It remains the Tenderers' responsibility to ensure that their Tender takes full account of all relevant circumstances.
- 15.8. Tenderers should note that the successful Tenderer will, prior to the end of its Contract with Metropolitan, itself be required to supply details of its workforce engaged on the Services (and that of any relevant sub-Suppliers and any such information as Metropolitan reasonably requires) so that this information can be passed to Tenderers bidding for any subsequent re-tendering of the Services. Tenderers are referred to the Conditions of Contract for further details.
- 15.9. Metropolitan staff may be members of the UNISON union, supported by the JCNC – an internal employee representative body. Consultation on the Metropolitan proposals has already taken place with both representative bodies.

16. **DISCLOSURE OF INFORMATION**

- 16.1. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") make provision for the disclosure of information held by public authorities or by persons providing services for them. Housing Associations are not covered by the FOIA. As a public body, however, Metropolitan considers it important to be transparent and accountable in its dealings. This means that all the information that a Tenderer provides to Metropolitan under this tendering process maybe subject disclosure under Metropolitan's principles and/or policies or relevant legislation.
- 16.2. If a Tenderer believes that any of the information contained in its Tender, or otherwise supplied to Metropolitan as part of this tendering process, is either confidential, commercially sensitive or constitutes a trade secret it should complete the Confidential Information Schedule at Section 3 of the Response Document (**Appendix 4**). It is the Tenderer's responsibility to keep this schedule updated as the tendering process progresses, for example where further information is elicited from Tenderers through clarification questions.
- 16.3. Tenderers should appreciate that the simple marking of information with words such as "commercial in confidence" is insufficient. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of

information or whether release “would be likely to prejudice” your company’s interests.

- 16.4. If Metropolitan receives a request for disclosure of information which involves information listed in the Confidential Information Schedule in your Tender, then Metropolitan will use its reasonable endeavours to consult you prior to making a final determination as to how to deal with the request. However, Metropolitan may have very limited time in which to decide whether or not information can be released, so it is imperative that you ensure that Metropolitan has up-to-date contact details and that the contact is able to respond to a request quickly.
- 16.5. Tenderers should bear in mind that the listing by them of information in the Confidential Information Schedule does not provide an automatic guarantee that Metropolitan will not disclose such information (or the fact that it holds it).

17. **TENDERER'S WARRANTIES**

In submitting a Tender the Tenderer warrants, represents and undertakes to the Metropolitan that:

- 17.1. it has not done any of the acts or matters referred to in paragraph 9 above and has complied in all respects with these Instructions to Tenderers;
- 17.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to Metropolitan by the Tenderer or its staff in connection with or arising out of the Tender are at the date the Tender is submitted true, complete and accurate in all respect and that it will promptly notify Metropolitan in writing of any changes which affect such information, representations or matters of fact;
- 17.3. it has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by Metropolitan;
- 17.4. it has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to Metropolitan;
- 17.5. it is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to Metropolitan that may adversely affect such financial standing in the future; and
- 17.6. it has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the Contract and for the Term.

17.7. that nothing in its Response Document breaches the Intellectual Property Rights of any third party.

Each Tenderer undertakes to indemnify and keep indemnified Metropolitan against all actions, claims, deeds, liabilities, proceedings, damages, costs, charges and expenses, whatsoever arising out of or in connections with breach of the above provisions.

18. **ANNOUNCEMENTS**

Metropolitan reserves the right to publish the amounts of tenders and the name of the successful Tenderer and to publish such other information regarding Tenders as it may be required to publish in accordance with EU or other procurement rules with which Metropolitan must comply.

19. **DISCLAIMER**

Neither Metropolitan nor its respective financial advisors, legal advisors, or technical advisors, nor the directors, officers, members, partners, employees, other staff, agents or advisors of any such person makes any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the information provided in this ITT or at any other stage of this tendering exercise leading up to the execution of any contract, nor shall any of them be liable for any loss.

Appendix 1: Evaluation Model and Methodology

Metropolitan will award the Contract to the most economically advantageous Tender based on a combination of price and quality. This section is provided in the interests of transparency and fair competition and sets out and explains how that evaluation will be carried out.

1. Stage 1 – Compliance

Each Tender must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 1 below. Metropolitan reserves the right to reject without further discussion any Tender which does not meet the compliance standards.

TABLE 1

Compliance Standard	Rationale
Compliant and bona fide Tender	Each Tender shall be checked to ensure that there is no material breach of ITT conditions; that the Tender is complete; that there is no collusion or corruption or anti-competitive behaviour; and that all required information is provided.
Legal Acceptability	Each Tender shall be checked to ensure that there is no legal impediment to Metropolitan entering a contract with the successful Tenderer in Metropolitan's form.
Complete Tender	Each Tender shall be assessed as to whether the Tenderer has confirmed that it is able to provide the Services as detailed within the Services Requirements.

2. Stage 2 – Technical: 40%

The Tenderer's technical proposal will be assessed on the basis of a Tenderer's written submissions in section 6 of the Response Document to the technical questions set out below in Table 4. Each question has a sub-weighting as set out in Table 4 to ensure that its relative importance is reflected in the overall scores. A summary of weightings for the technical questions is set out in Table 2 below.

The scoring table is set out in Table 3 below. Each response to the technical questions will be marked out of a possible score of 10. The scoring will be based on the descriptions shown in Table 3 below.

Each Tender will be considered initially by individual members of Metropolitan's evaluation panel against each of the evaluation areas set out in Table 4. The information will not be shared at this stage. Members of the evaluation panel will then meet. If during the evaluation panel's meeting a Tender is scored 2 or less for a response to any of the technical questions, Metropolitan may at its absolute discretion reject the entire Tender submission, notwithstanding the overall score and ranking.

All technical questions have an equal sub weighting. Weighted scores will be added together. The maximum weighted score available is 500 points, so that a Tender achieving this score will be awarded the full 40% weighting for technical. A Tender achieving a total weighted score of 250 points will be awarded 20% for technical and so on.

Table 2 – Summary of weightings

	% Weighting
1. Executive Summary	10
2. Approach & Methodology	30
3. Implementation & Transition	30
4. TUPE/BAU and Training & Development	10
5. Performance Management & Reporting	20
TOTAL	100%

Table 3 – Scoring Table

Scoring - Quality Criteria	
Rating of Response	Score
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail.	9 – 10
Good or Fully Compliant Submission - which meets all the requirements and is explained in reasonable detail.	7 – 8
Satisfactory or Compliant Submission - which meets the essential requirements and is explained in adequate detail.	5 – 6
Weak or Partially Compliant (Minor issues) Submission - which in some areas falls short of requirements and is poorly explained.	3 – 4
Un acceptable or Non Compliant (Major issues) Submission which fails to meet requirements and is not explained.	1 – 2

Unable to locate information within tender response	0
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Table 4 – Technical Questions (sub-weightings)

Executive Summary 10%	
Q	Technical Question
1	<p>For Each Lot Tenderers are required to clearly and concisely state how they propose to fulfil the contract requirements. Please refer to all aspects of the contract including but not limited to:</p> <ul style="list-style-type: none"> • Service Delivery Approach • Responding to service requests • Resourcing (staffing, vehicles etc) • Meeting required legislation •

Approach & Methodology 30%	
Q	Technical Question
2	Tenderers are required to provide method statements for Grounds Maintenance and Cleaning Tasks which should include a fully detailed schedule of works in line with the services specified within this document
3	<p>Tenderers are required to outline their methodology for the monitoring of Metropolitans estates, with details of how this approach will be measured. Tenderers should submit at least 2 examples of reports that will be provided when they have :</p> <ul style="list-style-type: none"> a) Attended a site as part of the regular work programme b) Ad hoc, one off pieces of work <p>Tenderers should also confirm the proposed methods and timescales for submitting this information to Metropolitan</p>
4	<p>Tenderers are required to outline their approach to ensuring quality of service provision. This should include but not be limited to:</p> <ul style="list-style-type: none"> • How this will be measured and reported • An attachment of 2 sample reports

5	<p>Tenderers should provide details of the governance that is proposed to put in place to manage the services being provided to Metropolitan without limitation to reference to:</p> <ul style="list-style-type: none"> • Day to day contract obligations • Dealing with increased demand for services • Seasonal Demands
6	<p>Metropolitan will have a requirement for out of hour's services and emergency responses. Tenderers should provide details of their approach that will be taken in responding to such a request including but not limited to:</p> <ul style="list-style-type: none"> • Response Time frames • Process for reporting of incidents and following up works • Risk management and escalation process
7	<p>Where there is a requirement to sub-contract parts of the service please provide details of your approach to the management and engagement of sub-Suppliers. Please detail how you propose to engage with local Suppliers, Small and Medium Enterprises and Social Enterprises.</p>
8	<p>Please provide your proposed approach to communicating with Metropolitan's diverse client group about your services and the tools in which you will use to do this.</p>
9	<p>Please provide details of your approach to inspections. What percentage of work will be inspected for compliance with the specification and how will this process be managed. Tenderers are required to detail what service standards will be in place to address non-compliance.</p>
10	<p>Tenderers are required to submit their proposed service standards to address non – compliance providing a sample resolution plan.</p>
11	<p>Tenderers are required to provide details of the approach to the identification of the likely impacts and risks for the following and the methods and procedures your organisation will implement to reduce these risks</p> <ul style="list-style-type: none"> • Use of resources – energy, fuel and water consumption, materials and equipment and waste • Amenity impacts – noise, dust and fumes • Risks/hazards – hazardous materials
12	<p>Tenderers are required to submit their proposals for assuring quality of service provision. This should include but not be limited to:</p> <ul style="list-style-type: none"> • How this will be measured and reported. • An attachment of two sample reports • Environmental Policy
13	<p>Tenderers are required to submit at least 2 examples of their health and safety reports that will be submitted for both residents and staff. Tenderers should also propose the frequency of these reports.</p>
14	<p>Adding value to metropolitan's residents is of key importance. Tenderers are required to outline the actions that you propose to take to improve the estates and properties</p>

	that Metropolitan manages.
15	Tenderers are required to submit their proposals detailing how they will respond to seasonal changes including but not limited to: <ul style="list-style-type: none"> • early or late grass growing.
16	Severe weather incidents are becoming more prevalent in the UK. Tenderers are required to submit their proposed plans and approach to the following incidents: <ul style="list-style-type: none"> • Severe gales • Storms • Heavy snow/blizzards/prolonged frost • Heavy rain • Fog • Heat waves
17	Tenderers are required to submit their approach to managing rough sleepers and how they propose to work with Metropolitan and third parties as and when required.
18	Tenderers will be required to support Metropolitan in its approach to vandalism of communal areas. Tenderers are required to submit their approach to supporting Metropolitan in addressing vandalism including but not limited to: <ul style="list-style-type: none"> • Proactive management and improvements • Reactive management and improvements
19	Tenderers are required to submit details of their approach to risk management and how this will enable both metropolitan and the supplier to understand all factors which could affect the delivery of the contract.

Implementation & Transition 30%	
Q	Technical Question
20	Tenderers are required to submit a detailed outline of their implementation plan. The plan should include but not be limited to the following: <ul style="list-style-type: none"> • An estimation of the total time required to complete the transfer of services including timelines, dependencies and milestones and including any assumptions • Details of managing the technical and operational transition of services from the incumbent supplier • An indication of any risks that will apply specifically to the transition phase, including how the Tenderer proposes to manage these risks •
21	Tenderers required to submit proposals with regards to the implementation of services which should include, but not be limited to the following: <ul style="list-style-type: none"> • The introduction of the proposed service delivery/account management team, including whether these will be dedicated to metropolitan or servicing other customers • A plan that minimises disruption to the Metropolitan community • Where relationships with external parties may be required and the scale and scope of their involvement. • Engagement with the incumbent supplier to ensure a smooth transition of service. • Required sign off criteria applicable to each lot and the proposed final cutover

	date.
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TUPE/BAU and Training and Development 10%

Q	Technical Question												
22	<p>For each Lot please provide the Tenderers proposals relating to the management of staff transfer and the processes that will be followed. This should include but not be limited to</p> <ul style="list-style-type: none"> • How those affected by TUPE will be engaged • Any likely post TUPE restructuring, if anticipated the reason, economic, technical, operational etc 												
23	<p>For each Lot , please provide the Tenderers proposals to demonstrate how they will add value to the contract on the following areas:</p> <ul style="list-style-type: none"> • Employment opportunities for local residents and specifically the opportunities that will be delivered each year during the life of the contract for Metropolitan residents. Tenderers are required to complete the following table for each Lot <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Opportunity</th> <th style="width: 50%;">Number of Opportunities (per annum)</th> </tr> </thead> <tbody> <tr> <td>Full Time Job Opportunity</td> <td></td> </tr> <tr> <td>Part Time Job Opportunity</td> <td></td> </tr> <tr> <td>Apprenticeship</td> <td></td> </tr> <tr> <td>Internship</td> <td></td> </tr> <tr> <td>Other (Please specify details and numbers)</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> • The support to be provided by the successful Tenderer to deliver the employment outcomes that are committed to. • The support that the Tenderer wishes to see from Metropolitan. 	Opportunity	Number of Opportunities (per annum)	Full Time Job Opportunity		Part Time Job Opportunity		Apprenticeship		Internship		Other (Please specify details and numbers)	
Opportunity	Number of Opportunities (per annum)												
Full Time Job Opportunity													
Part Time Job Opportunity													
Apprenticeship													
Internship													
Other (Please specify details and numbers)													
24	<p>Metropolitan believes that employing local people improves business effectiveness Tenderers are requires to submit proposals to demonstrate how this will be achieved, and in particular how they will assist Metroployment achieve its objectives and targets.</p>												

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Performance Management & Reporting 20%	
Q	Technical Question
25	<p>Please provide the Tenderers approach to evaluating the success of the contract and customer satisfaction including methodology and the actions taken. This should include but not be limited to:</p> <ul style="list-style-type: none"> • The proportion of complaints the Tenderer expects to receive in relation to its service provision • The level of customer satisfaction the Tenderer would typically expect to achieve in response to feedback surveys • The areas to be focussed on in satisfaction surveys • The mechanisms to be put in place to address poor customer satisfaction feedback
26	<p>Tenderers are required to submit a proposal to deliver continuous improvement to the services that they provide to Metropolitan. This should include but not be limited to:</p> <ul style="list-style-type: none"> • An outline how this will be delivered for both grounds maintenance and cleaning • An outline of how the Tenderer might work with Metropolitan to improve service delivery
27	<p>Tenderers are required to submit detailed proposals for KPI's in relation to the service areas.</p>

Stage 2: Price (60%)

Price will be evaluated using the prices submitted by Tenderers in the Standard pricing model set out in section 4 of the Response Document (Pricing Schedule). For the avoidance of doubt:

- Metropolitan will evaluate responses on a lot by lot basis
- The Tender with the lowest total price over two years in the pricing model will automatically be awarded 60%. Thereafter each of the other Tenders' total price for over two years in the pricing model has decided to progress with will be compared against the lowest priced Tender in accordance with the following formula:

$$(A \div B) \times C = X$$

Where:

A = the lowest submitted price of all Tenders
 B = the total price submitted by Tenderer
 C = the maximum percentage score i.e. 60%
 X = the score for Price

Based on a notional figure of £60,000 for the lowest Tender price and using the formula set out above the percentage for price would be awarded as follows:

TENDERER	PRICE	PERCENTAGE AWARDED (X)
1	£60,000 (A)	60
2	£70,000 (B)	51
3	£80,000 (B)	45
4	£90,000 (B)	40

COMPILATION OF PERCENTAGES AWARDED FOR TECHNICAL AND PRICE

The percentages awarded to each Tender for the technical and price elements of the evaluation are added together to arrive at the most economically advantageous Tender i.e. the Tender with the highest total percentage awarded.

Appendix 2: Services Requirements

DEFINITIONS

1 INTRODUCTION TO METROPOLITAN’S REQUIREMENTS

- 1.1 Metropolitan requires Supplier(s) to deliver Grounds Maintenance and Cleaning Services across its stock. Tenderers should note that Metropolitan’s stock may vary over the life of the contract due to new acquisitions, new builds or disposals. Metropolitan reserves the right to amend the contract to accommodate these changes.
- 1.2 Each member of the Metropolitan group (including any future members) will have the option to utilise the services provided under this contract.
- 1.3 This schedule sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails.

2 SERVICES DESCRIPTION

Service Quality Statement

This specification defines the quality and standards of the service provision. The service strives not only to meet those standards but to exceed them and add value.

Resident Surveys

Where Suppliers propose to utilise resident survey Metropolitan reserves the right to review the content of all such surveys.

KPI’s

Total calls relating to grounds maintenance and cleaning services are consistently low.

Lot	Number of calls (approx for past 12 months)
1–Derby	61
2–Nottingham	
4–East Anglia	Call handling service not currently provided by incumbent suppliers

5-North	300
6-South	250

Complaints relating to grounds maintenance and cleaning services have been less than 3% of calls over the last 12 months.

Service Delivery Key Performance Indicators

Community Initiatives

The service is required to continue to contribute to community initiatives such as supporting Metroemployment. One of Metropolitan’s objectives is to improve the independence of residents and one of the key ways in which this will be achieved is through ensuring residents are assisted to secure job opportunities. Metropolitan achieves this directly by offering a “job brokerage” service to residents and also through Suppliers as part of their service offer to Metropolitan delivering job opportunities for local residents.

The Metroemployment job brokerage service provides a wide range of recruitment and training support. The service responds to employers’ needs by offering a pool of local, skilled Metropolitan residents. In partnership with providers, Metropolitan helps to ensure that residents have the right skills and confidence to participate in the recruitment process and be offered employment. For employers it means they have a great opportunity to recruit engaged, committed local people.

3 OVERVIEW OF REQUIRMENTS

- 3.1 The successful supplier(s) shall provide a comprehensive Ground Maintenance and Cleaning Service to the benefit of Metropolitan and its residents.
- 3.2 The standard of Grounds Maintenance and Cleaning Services within Metropolitans estates plays an important part in maintaining the visual and economic wellbeing of the estate.
- 3.3 The successful supplier(s) shall ensure that high standards of service delivery are provided
- 3.4 Metropolitan will appoint an Authorised Officer for the purpose of the management of this Contract.
- 3.5 The Successful supplier(s) shall be expected to have visited all of Metropolitans estates and to have familiarised themselves with the nature of the various areas within the regions to which this contract applies.
- 3.6 The successful supplier(s) shall continually seek to enhance the performance of the services whilst decreasing the cost to Metropolitan through the concept of continuous improvement.
- 3.7 The successful supplier shall provide a call handling service which receives calls direct from tenants/leaseholders. The service hours covered by the call handling service should be as follows:

Lot	Standard Call Handling Hours (Monday to Friday)	Out of Hours Call Handling Hours
Lot 1 – Derby	08:30 – 16:30 Monday to Friday	24 hours a day – emergencies throughout Bank & Public Holidays inc Christmas and New Year
Lot 2 - Nottingham	08:30 – 16:30 Monday to Friday	24 hours a day – emergencies throughout Bank & Public Holidays inc Christmas and New Year
Lot 4 - East Anglia	Call handling services not currently provided the incumbent suppliers	
Lot 5- London North	08:30- 16.30 Monday to Friday	16:30 to 08:30 Monday to Friday and 24 hrs continuously throughout Saturday, Sunday, Bank & Public Holidays inc Christmas/New Year.
Lot 6 – London South	08:30- 16.30 Monday to Friday	16:30 to 08:30 Monday to Friday and 24 hrs continuously throughout

		Saturday, Sunday, Bank & Public Holidays inc Christmas/New Year
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4 DESCRIPTION OF THE SERVICES

- 4.1 The successful supplier(s) shall provide Grounds Maintenance and Cleaning Services for Metropolitans housing blocks, foyers, residential care homes and sheltered accommodation for the elderly and other vulnerable members of the community within each region. The Contract includes but is not limited to the following key services:

Grounds Maintenance

- 4.1.1 grass maintenance and the maintenance of grassed areas
- 4.1.2 the maintenance of hedges, shrubs, trees and other vegetation
- 4.1.3 the supply, planting and maintenance of plants into beds and borders including weed control
- 4.1.4 the collection and removal of green waste
- 4.1.5 tree works
- 4.1.6 leaf collection
- 4.1.7 weed spaying
- 4.1.8 fencing repairs
- 4.1.9 children's playground inspection and repairs
- 4.1.10 seasonal maintenance (e.g. snow clearance, autumn leaf fall)
- 4.1.11 emergencies and out of hours working

Cleaning Services to include the regular and routine cleaning of communal parts of housing blocks, foyers, residential care homes and sheltered accommodation, including:

- 4.1.12 Window cleaning of common parts
- 4.1.13 Plant rooms
- 4.1.14 Flat roofs
- 4.1.15 balconies
- 4.1.16 Graffiti removal
- 4.1.17 litter picking and dog bin emptying, including waste disposal (dog faces and sharps and clinical waste)
- 4.1.18 Fly tip waste removal and disposal

4.1.19 Children's playground equipment cleaning

- 4.2 The Successful supplier(s) shall be expected to have visited all of metropolitans estates and to have familiarised themselves with the nature of the various areas within the regions to which this contract applies.

5 LOT STRUCTURE AND SCOPE OF WORK

5.1 Lot 1 - Derby

Metropolitan has approximately 120 sites located within the boroughs of City of Derbyshire, North Eastern Derbyshire District, Amber Valley District, Erewash District, South Derbyshire District, East Staffordshire District, Lichfield District and Tamworth District. The concentration of the stock consists of medium/low rise flats, houses, sheltered accommodation, shared ownership, general needs, Leasehold.

The Contract will be managed by Estates Contract Officer. Any issues relating to tenancy services and engaging with the residents living on these estates should be made via Housing Service Officer/Scheme Manager.

5.2 Lot 2 - Nottingham

Metropolitan has approximately 205 sites located within the boroughs of City of Nottingham, Rushcliffe District, Gedling District, Mansfield District, Ashfield District, City of Leicester, Charnwood District, Oadby & Wigston District and South Keveston District. The concentration of the stock consists of medium/low rise flats, houses, sheltered accommodation, shared ownership, general needs and Leasehold.

The Contract will be managed by Estates Contract Officer. Any issues relating to tenancy services and engaging with the residents living on these states should be made via Housing Service Officer/Scheme Manager.

5.3 Lot 3 - South Midlands

Due to unforeseen circumstances Lot 3 has now been added to Lot 4

5.4 Lot 4 - East Anglia

Metropolitan has approximately 2562 sites located within the boroughs of Cambridgeshire, Hertfordshire, Essex, Suffolk and Norfolk. The concentration of the stock consists of [as medium/low rise flats, houses, sheltered accommodation, shared ownership and general needs

The Contract will be managed by Estates Contract Officer Any issues relating to tenancy services and engaging with the residents living on these states should be made via Housing Service Officer/Scheme Manager.

5.5 Lot 5 - North London

Metropolitan has approximately 717 sites located within the boroughs of Barnet, Brent, Hackney, Haringey, Broxbourne, Barking and Dagenham and Waltham Forest. The concentration of the stock consists of medium/low rise flats, houses, sheltered accommodation, shared ownership, and general needs.

The Contract will be managed by the Estates Contract Officer Any issues relating to tenancy services and engaging with the residents living on these states should be made via the Housing Service Officer/Scheme Manager.

5.6 Lot 6 - South London

Metropolitan has approximately 726 sites located within the boroughs of Brixton, Clapham, Upper Norwood, Sunbury on Thames and Middlesex. The concentration of the stock consists of medium/low rise flats, houses, sheltered accommodation, shared ownership, general needs.

The Contract will be managed by the Estates Contract Officer Any issues relating to tenancy services and engaging with the residents living on these states should be made via Housing Service Officer/Scheme Manager.

6 SUPPLIER STAFF AND RESOURCING

6.1 The successful supplier(s) shall appoint a lead Contract Manager. The Contract manager's commitment to the contract should reflect the number of lots awarded to the Supplier.

Uniforms and means of identification

6.2 All Successful supplier(s) employees and any others employed by the Supplier in the delivery of the service related to this contract must wear a uniform. It shall carry 'badging' that recognises the relationship with Metropolitan e.g. "Suppliers name working in partnership with Metropolitan". Metropolitan's standard design is shown

in Appendix 9. Company logo's will not be permitted unless Metropolitan is satisfied that they do not dominate the overall appearance of the uniform or lead to confusion as to metropolitans role in the provision of the services. All suppliers' employees shall wear the approved uniform at all times whilst working in public in association with the delivery of services related to this contract.

- 6.3 All employees shall wear an approved form of ID that must be carried and used at all times
- 6.4 Details of uniform and ID will be subject to agreement with Metropolitan prior to the commencement of this contract.

Disclosure and BaRing Service (DBS) Requirements

- 6.5 All staff working on premises shall be required to be DBS checked prior to their deployment on such sites. If at any time their status changes they shall not be permitted to work on such sites unless there are approved arrangements in place.

7 CONTRACT MANAGEMENT

- 7.1 Metropolitan will establish a Contract Management Board (The Board) in order to ensure overall delivery of services The Board will meet quarterly. The arrangement including the frequency of these meetings shall be reviewed at the second AGM of the Board. It can be varied at any time thereafter at the discretion of Metropolitan.
- 7.2 Membership of the Board shall include senior officers of Metropolitan who will unless otherwise agreed be responsible for arranging and Chairing the meeting. The Authorised Officer will report to the Board and will be required to provide a quarterly report as to the performance of the Contract. The Supplier shall be represented by senior managers who shall also give a quarterly report as to the performance of the Contract. The Contract Manager and others will be invited as appropriate. Members of the Board shall act in a spirit of mutual trust and co-operation.
- 7.3 Unless otherwise agreed the Board will have its AGM during Metropolitans second quarter in its fiscal year (1 April -31 March). The AGM will receive a presentation of the Supplier's Annual Report. The report shall give a general review of the operational, environmental and equalities performance of the Contract over the previous year. The reports shall be used to inform the Annual and Mid Term coproduced plans. The report will also report achievement against Strategic KPI's and include the Supplier's proposals for service development. The final format of this report will be a matter for the Board.
- 7.4 The functions of the Board includes but is not limited to:
 - o taking a strategic view of the impact of relevant issues affecting the two parties

- setting priorities for the year, developing and promoting the Annual Plan;
- monitoring and reviewing the Service Risk and Opportunity Register;
- proposing changes to the Service Information and, on occasion, to the Contract where this is in the interests of deriving value for money;
- driving effective performance management throughout the range of services;
- stimulating continuous improvement in service planning and delivery;
- championing effective working relationships between the two parties and with other stakeholders;
- reviewing operational delivery and drive a “no compromise” culture to health and safety throughout the organisation alongside promoting sustainability;
- identifying, recruiting, developing and retaining competent resources to meet the evolving needs of the service;
- monitoring achievement against defined programmes, Strategic KPI’s and milestones, and ensure timely action is undertaken to remedy improvement areas;
- reviewing Annual and Medium Term Plans.

7.5 The Terms of Reference of the Board are to:

- instigate and review annual revisions to the Annual and Medium Term Plans;
- approve strategic variations and changes to the Services;
- ensure the delivery of quality services;
- promote the Services and develop its overall profile.

7.6 The Supplier shall facilitate at least annually, a joint workshop to create and realise value for money improvements, service enhancements and efficiencies. Other key agencies and service providers will be invited to this workshop as appropriate.

7.7 Proposals for Service enhancements and efficiencies will be a standard item for consideration at the Board. The Supplier shall be expected to propose potential added value/savings or revenue generating initiatives to the Board as part of the Annual Report to the Board if not before. Metropolitan shall consider any such proposal on its merits, and will not unreasonably withhold permission, nor be bound to accept any such proposals. The Board shall make recommendations to Metropolitan as to future operational objectives and service improvements for the Contract.

7.8 The Supplier’s contribution towards continuous improvement will be a factor taken into account at Contract renewal and needs to be noted formally throughout the period of the Contract and reported to the Board.

Operational Partnership Group Meetings (the Group)

7.9 The quarterly Board meetings will be complemented by monthly Operational Partnership Group (the Group) meetings between the Authorised Officer and the Supplier’s Contract Manager. The role of the Group can be reviewed by the Board at

any time but its function is to ensure effective day to day delivery of the Contract and to receive and review monthly performance reports.

- 7.10 The Supplier shall be responsible for arranging the meetings and the production of agendas and notes of the meetings. Key issues are to be reported to the Board whether resolved or otherwise.
- 7.11 The functions of the Group include but are not limited to:
- developing the partnership relationship;
 - the implementation of a continuous improvement programme;
 - monitoring of performance;
 - ensuring delivery of allocated schemes.
- 7.12 The terms of reference of the Group are to seek to ensure the efficient and effective discharge of this Contract by:
- providing the management and control of the services delivered;
 - developing, monitoring and reviewing the Annual and Mid Term Plans;
 - monitoring KPI's;
 - ensuring collaboration and service delivery;
 - ensuring that contract variations and changes are managed in accordance with the Contract;
 - promoting the development and improvement of the Services;
 - implementing and monitoring a risk management regime throughout the Services;
 - reviewing, approving and monitoring "Continuous Improvement" initiatives
 - escalating issues as appropriate;
- 7.13 The Board has authority to vary the terms of reference of the Operational Partnership Group at any time.

8 CONTRACT MONITORING

- 8.1 The Authorised Officer has the right to inspect all of the Services executed by the Supplier at any time
- 8.2 Joint inspections shall be undertaken by the Authorised Officer and Supplier to assess performance and quality of work completed in each area. This will be approximately 10 inspections or no more than 2 hours per week in areas selected by the Authorised Officer.
- 8.3 The Authorised Officer may require the Supplier to undertake joint inspections service delivery which is part of this Contract where there has been a complaint. Thereafter the Supplier shall advise the Authorised Officer of the subsequent action taken if the complaint is deemed by the Authorised Officer to be justified.
- 8.4 The Supplier shall carry out his own routine performance monitoring of the Contract and provide evidence of this activity to the monthly Operational Partnership Group meetings.
- 8.5 The Authorised Officer will inform the Supplier of any Services requiring rectification and will specify the time for completion following receipt of instruction. The Supplier shall rectify any of the Service failures within the prescribed time scales. The Authorised Officer will specify timeframes that are considered reasonable according to the circumstances.
- 8.6 From time to time health and safety audits will be carried out by the Authorised Officer.

9 RESTRICTED ACCESS SITES

- 9.1 The Supplier shall make its own arrangements to access as may be required to perform the services. The Supplier must use permitted routes and shall be responsible for ensuring that gates etc are left properly secured each time and after their use.
- 9.2 The Supplier shall be responsible for any keys as may be provided to enable access and shall be liable for the full cost of replacing lost keys.
- 9.3 The Supplier shall ensure that at the commencement of contract it provides a detailed timetable for visiting Metropolitans residential care homes and sheltered accommodation for the elderly and other vulnerable members of the community within each region. The Supplier will provide at least 48 hours notice where there is a change in the timetable.

10 ADMINISTRATION, IT AND CUSTOMER CARE

- 10.1 The Supplier will be acting as a key interface of Metropolitan and so must ensure that all matters pertinent to the delivery of this Contract are dealt with professionally.
- 10.2 Metropolitan seeks to ensure that its residents are treated promptly and effectively and every effort is made to meet their needs taking account of their personal circumstances. Unless otherwise stated response times to enquiries for urgent matters i.e. likely to be a risk to public health or safety shall be no less than 1 working days and most other grounds maintenance and cleaning issues are also to be responded to within 3 working days. The Supplier shall adopt Metropolitan's standards and principles and promote them through staff training. The Supplier shall ensure that in the delivery of the Services due account is taken of the needs of different groups of individuals who may use the Services, so that all groups are included for example, the elderly, persons with disabilities, and customers where English is not the first language are treated as follows:
- Always to put the customer first and treat them fairly and as an individual
 - Adopt a friendly and approachable style
 - Be open, straightforward and listen to the customer
 - Provide well trained staff who will deal with any enquiry in an efficient and sensitive manner
 - Deal with any enquiry at the first point of contact where possible
 - Take ownership of your enquiry
 - Ensure that the customer is advised of all relevant timescales
 - Treat the personal information received from you in the strictest confidence
 - Conduct surveys to obtain your feedback
 - Take notice of, act on and learn from your feedback
 - Continually aim to improve our service and performance.
- 10.3 Metropolitan expects that the majority of calls in respect of Service related issues will be made direct to the Supplier. Any calls that come through Metropolitan's Customer Services Centre when appropriate shall be passed directly onto the Supplier. Liaison between the Supplier and the Customer Services Centre is essential in order to ensure that prompt and accurate information is available to both. The Supplier shall assist the Authorised Officer in providing, regular briefings to Customer Service staff to keep them apprised of any developments that might impact upon Service delivery.
- 10.4 The nature of the relationship with Care schemes is such that the Supplier may receive calls or emails direct from the Scheme Manager. Operatives when working at these schemes may also pick up concerns and issues direct from the Scheme Manager. The Supplier must keep a record of all issues raised and shall appraise the Authorised Officer of such issues, how they were resolved and what is outstanding at the Monthly operational meetings. Where possible the Operatives that attend Care Schemes should remain consistent. Care Schemes can be accessed 09:00 to 17:00 hours.
- 10.5 Operatives assigned to Care Schemes shall be Safeguarding of Vulnerable Adults (SOVA) trained. Metropolitan has an on line learning tool available to Operatives.

- 10.6 Complaints about standards of Service provision, how they are resolved and what's outstanding must be reported at the monthly operational meetings.
- 10.7 Metropolitan wants to empower the Supplier as much as possible. The Supplier shall work with Metropolitan to introduce, maintain and review systems to enable the direct transfer of Service requests to the Supplier with the minimum of client intervention due to high levels of confidence in Supplier performance.
- 10.8 The Supplier shall undertake administration that includes, but is not limited to, the following:
- (a) Any administration relating to a Service request from residents no matter how received,
 - (b) Production of statistical data and returns,
 - (c) Details of additional Services undertaken,

11 VEHICLES, PLANT AND EQUIPMENT

- 11.1 The Supplier shall at all times provide, replace and maintain in good repair and condition all vehicles plant and equipment necessary for the performance of the Services associated with this Contract. Unless otherwise agreed all vehicles used in the exclusive performance of this Contract shall meet not less than Euro 5 emissions standards and in the case of cars and vans have CO2 emissions below 120g/km.
- 11.2 All vehicles shall remain fit for their intended purpose to the satisfaction of the Authorised Officer.
- 11.3 Metropolitan takes great pride in the image portrayed by its Suppliers. The paintwork of all vehicles must be maintained to a high standard. Metropolitan's logo shall be displayed at the Supplier's expense on any vehicles or plant used for fulfilling the obligations of the Contract. Company logos will not be permitted unless Metropolitan can be satisfied that they do not dominate the overall appearance of the vehicle or lead to confusion as to Metropolitan's role in the provision of the survey. No advertising or other logos shall be permitted on vehicles, plant or equipment without the prior approval of the Authorised Officer. Branding must be in line with Metropolitan's Brand Guidelines, Appendix 9.
- 11.4 In the event of a breakdown, planned maintenance or an emergency that gives rise to the need to use another vehicle where the requirements of 11.3 cannot be met then the Supplier shall advise the Authorised Officer as soon as is practicably possible. The Authorised Officer will need to be satisfied that every endeavour has been made to find the most suitable vehicle ensuring that its condition, livery and logos do not compromise the overall objective of Metropolitan to have a quality service.
- 11.5 The Supplier shall be responsible for the expenses associated with all materials, plant, labour, matters and things that of every description that may be a prerequisite to fulfil the contract requirements

12 RESPONSE PERIODS FOR RESPONSIVE CLEANING AND RESPONSIVE GROUNDS MAINTENANCE

12.1 Metropolitan require the following response periods:

Priority 1 – Emergency to be attended within 2 working hours of initiating the call

Priority 2 – Urgent – To be attended within 24 hours

Priority 3 – To be attended within 3 working days

13 GROUNDS MAINTENANCE PROGRAMME OF WORKS

GRASS MAINTENANCE

13.1 Unless otherwise agreed at the commencement of the mowing season, the existing grass length should not be reduced by more than half its height in line with good landscape management practice.

13.2 Unless otherwise indicated all grass shall be cut at 14-day intervals during the mowing season. Unless the Supplier has been otherwise advised the main mowing season shall run from mid March until end of September. Each grass cutting cycle must be completed before the Programme is deemed complete.

13.3 If after any cutting, it is evident that “bents” and “stalks” are significantly detracting from the appearance of the grass, an alternative method of cutting e.g. changing from a cylinder to a rotary type cutting machine shall be substituted by the Supplier at no extra charge to achieve a good uniform standard.

13.4 The Supplier shall collect Litter and Fly Tips and any other significant waste from blocks, estates and schemes subject to maintenance as per this Contract prior to cutting the grass.

13.5 After each cut, any cuttings laying on hard surfaces are to be swept or blown from any hard standing back onto the grassed area.

Strimming

13.6 The grass around permanent obstructions on all other grass cutting regimes shall be strimmed after each cut and to a height to match that of the area that has been cut to ensure continuity where required. During strimming and all grass cutting operations, adequate precautions must be taken to protect all trees from damage and ring barking as well as the protection of passing vehicles and members of the community.

- 13.7 All grass cutting equipment shall be maintained in a condition that avoids 'ribbing', and to ensure an even, uniform finish to the grass. Should any damage to the mown surface occur as a result of the Supplier's actions, it shall repair and maintain the damaged area to match the surrounding area at no cost to Metropolitan.
- 13.8 If ground conditions are such that the Service cannot be delivered without undue damage to the grass or the ground, the Supplier shall use his discretion and not conduct the planned Service until the needs have been agreed with the Authorised Officer. The Authorised Officer may suspend or delete the cutting of the area(s) from the Programme for that cycle.

Grassed Areas with Bulbs

- 13.9 The Supplier shall manage the plants in such a manner so as to contain them within the main areas of planting. Where bulbs are to be retained the grass shall remain uncut until flowering has ceased and sufficient time has elapsed for the foliage to die back.
- 13.10 All areas of bulb grass that are sited within an area of grass mown at a 14 day frequency shall be cut to the appropriate standard, raked and the cuttings removed for disposal if not properly mulched when the cutting operation takes place.

Reinstatement of grassed areas

- 12.11 Where required, the Supplier shall reinstate grassed areas using suitable materials to enable its safe and appropriate future maintenance having due regard to the nature of its use and the existing requirements for the adjoining land. The Supplier shall submit a quote for such Services based on the rates in Section 4 (Pricing Schedule) of Appendix 4. The Supplier shall be liable for the ongoing maintenance and shall remedy any failings at no additional cost to the Metropolitan.

Ragwort, Japanese knotweed and other noxious and injurious etc weeds

- 12.12 The Supplier shall manage and treat all such plants as defined by the Weeds Act 1959 as part of the Programme of Services and according to industry standards. A list of sites currently affected by Japanese Knotweed can be found at Appendix 6.

Seasonal Leaf Fall

- 12.13 The Supplier shall make arrangements to deal with the autumn leaf fall. Autumn leaf collection shall commence in October and shall be completed by the end of January. The Supplier shall ensure that the leaves are collected without Litter contamination and disposed of accordingly.
- 12.14 In exceptional circumstances some areas may require additional clearance if leaves have collected in such a manner as is likely to cause unreasonable damage to grass or cause a significant safety risk to members of the public. The Supplier shall bring these

areas to the attention of the Authorised Officer who will confirm which areas are to be cleared.

Planting

- 12.15 The Supplier shall be responsible for the maintenance (including pruning, weed control, watering etc) of all hedges, shrubs etc for a period of 24 months. Should there be any plant failures during this period such plants shall be replaced by the Supplier at its own expense.

Maintenance of Hedges

- 12.15 The Suppliers shall cut hedges and shrubs.
- 12.16 All clippings and Litter shall be removed as part of the maintenance, sorted and disposed of in an appropriate manner.
- 12.17 The Supplier shall ensure that the timing of the cut ensure that the continuity of the hedge line is consistent.

GENERAL PLANTING

Shrub Borders

- 12.18 All borders shall be maintained to ensure the removal of all significant weed and unwanted plant growth and Litter. In the winter period, all borders shall be forked to fully loosen the soil. The Supplier may apply residual or pre-emergent herbicides or mulching to help the control of weed growth.
- 12.19 Grass edges to all borders shall be maintained as necessary to keep in a neat and tidy condition at each border visit.

Provision of Bedding Plants and Bulb Planting

- 12.20 In autumn (October-December) and spring (April-June), the Supplier shall remove all weeds, plants and bulbs and replant flower beds and planters with seasonal bedding as per the replanting scheme approved by the Authorised Officer.
- 12.21 From time to time the Supplier may be required to plant bulbs or assist local residents in the planting of bulbs, Where Metropolitan requires bulbs to be planted the Supplier shall provide a quotation. Where a community requests assistance with planting the Supplier shall work with the community as best as it can with no cost to Metropolitan.

TREE SERVICES

Risk Based Approach

- 12.22 Trees will naturally shed branches or become weakened and fall. The overall risk to human safety, from falling trees or branches, is extremely low. One person in ten million die each year from falling trees and branches. Our approach to tree management should reflect the low risk, but also recognise that proper management may be the reason that there are so few deaths.
- 12.23 All staff visiting estates should make themselves aware of the signs a tree or branches may fall. The Housing Services Officer may want to share this information with residents, so they too know what to look out for.
- 12.24 The Housing Services Officer is responsible for making sure trees are properly managed on their estates. If regular formal inspections are not already undertaken by a competent person under a contract, the Housing Services Officer should define how regularly the trees on their estates should be inspected and make sure that work is undertaken.
- 12.25 Trees should be managed with Metropolitan's 'Risk Management Framework' in mind. See - <http://intranet.mht.co.uk/default.aspx?page=3309> .

Reducing risks and hazards

- 12.26 We can reduce the risk from falling trees and damage to property. Below are some ideas, but are not exhaustive, nor practical in all situations. They are only needed for consideration in well used areas. The falling range for a tree should be assumed to be twice its height, as they can bounce.
- Do not allow informal parking beneath trees; damage to roots may not be apparent for many years and increase the risk of failure.
 - Locate facilities away from trees, where possible. Such as play equipment, benches, notice boards etc.
 - Re-routing paths away from trees.
 - Allow longer grass to grow near the tree and creating a mown path away from the tree.
 - Place structures and assembly points away from the falling range of trees.
 - Planting brambles or thorny shrubs.
 - Temporary exclusion in adverse weather conditions.
 - Do not allow trees to be in contact with buildings.
 - Trees that demand a high amount of water, such as oak or poplar, must not be planted on Metropolitan's estates or property. We should only plant ornamental type trees, that do not have extensive root systems and where we know the maximum size they will grow to.

- The safe minimum distance, from buildings, to plant new trees will be between 3.5 meters to 30 meters, depending on the type of tree. You must check the safe distance for each new tree. (this will normally come up in an internet search)

12.27 Trees on new developments should be planted according to British Standard 5837.

Inspections

12.28 An effective system for managing trees should be in place. The following has been amended from the Health and Safety Executive's guide 'Management of the risks from falling trees'

- a) An overall assessment of risks from trees should be made, particularly identifying groups of trees by their position and degree of public access. This will enable the risks associated with tree stocks to be prioritised, and help identify any checks or inspections needed. Trees should be divided into two zones: Zone A where there is frequent public access to trees (e.g. playgrounds, popular foot paths, car parks, or at the side of busy roads); and Zone B where trees are not subject to frequent public access. As a rough guide 'trees subject to frequent public access' are those that are closely approached by people every day. To create the zones an inventory indexed to a map must be created. For complicated estates you may want to have more zones, but for most of our estates, two will be sufficient.
- b) For trees in a Zone A, a system for periodic, proactive checks is appropriate. This should involve a quick visual check for obvious signs that a tree is likely to be unstable and be carried out as part of the estate inspection programme, as an informal inspection by the Housing Services Officer. Trees in Zone B should also be inspected during estate inspections, but will not need to be looked at as frequently. The frequency of these informal inspections will vary according to the risk posed on each site. In any case trees on estates should receive an informal inspection at least once a year. The frequency will also vary with local knowledge on irregular events such as storms, vehicle damage or major works in the area.
- c) Formal inspections, by a competent person from the ground, should be carried out for tree inventories and health and condition reports. These inspections should be used to identify any immediate instability, and also to inform any programme of planned work. The frequency of these inspections will vary by site according to risk and need.
- d) A short record of when an area or zone or occasionally an individual tree has been checked or inspected with details of any defects found and action taken. For informal inspections, this can be recorded on the estate inspection form. If no defects are found, this should be recorded, as evidence that an inspection took

place. For formal inspections, the results will be in a report supplied by the Supplier. A record of discussions about maintenance arrangements and decisions about trees on estates should be kept.

- e) Once a tree has been identified by a check to have a structural fault that presents an elevated risk, action should be planned and taken to manage the risk. Any arboricultural work required should be carried out by a competent arboriculturist; as such work tends to present a relatively high risk to the workers involved. In some cases an area may need to be cordoned off, until the work can be completed.
- f) Detailed inspection of individual trees will only be necessary where a tree is in, or adjacent to, an area of high public use, has structural faults that are likely to make it unstable and a decision has been made to retain the tree with these faults.

Surveys

12.29 When we request formal tree surveys the following information should be requested:

- Tree number – This should be marked on a plan of the estate. You may consider also asking them to mark it on the tree 1.5 meters from round level, for easier future identification.
- Height – For normal purposes, this can be estimated in meters.
- Girth – This should be taken 1.5 meters from ground level and measured in centimetres. For multi stemmed trees, take the largest stem.
- Age – This is the estimated age of the tree in years.
- Life – This is the estimated remaining life expectancy of the tree in years.
- Comments/Observations/Condition – This should include any work previously carried out, any faults or defects, any disease, any health and safety issues, any legal issues, any risk from future crown growth, identify any protected species, identify any nesting birds or other wildlife and give a brief description of the condition of the tree.
- Recommendations – This will form part of our action plan, and will describe how to rectify any faults and reduce unacceptable risks.
- Zone – State what zone the tree is in. (see inspections above)
- Risk – A grade of the risk in Red, Amber or Green. (see Risk Acceptability and Prioritising Work below)

Risk Acceptability and Prioritising Work

Immediate risk to public safety (Red)

12.30 Immediate risk of serious harm is a risk of such immediacy and consequence that urgent action is required. In most cases, immediate risks are likely to be clearly observable in the course of informal or formal inspection and must be dealt with immediately, whether by means of tree work, e.g. felling, or through site management. For example, where a large tree is found with an obviously lifting root plate or actively separating heavy branch, within falling distance of a busy road. This may involve stopping or diverting traffic, creating an exclusion area, crown weight reduction or branch removal. Most immediate risks have a reasonable likelihood of being identified by non-specialists and specialists.

Non-immediate risks posed by trees to public safety (Amber)

12.31 Risk of serious harm in the near future is non-immediate and can be reasonably managed at an acceptable level by a planned, cost-effective response. Action will be needed when inspections identify trees posing risks in the near future. Once identified, the response may involve prioritised treatment of the tree or site to manage the risk within the near future at an acceptable level, or further specialist assessment to clarify the extent of risk and treatment. These works should normally be carried out within six months.

Risks not requiring a response in the near future (Green)

12.32 Where trees are identified as not posing a risk in the near future, there is no specific requirement for additional management. Existing informal and/or formal inspection procedures should be sufficient. Any work identified should be completed within 36 months.

To generate possible economies of scale, where there is not an agreed tendered schedule of rates, only urgent work should be undertaken immediately. Other work should be programmed in to be completed in the winter. Tree surgery is normally a valid element of the service charge in communal areas, the cost of work should be included in the service charge (where eligible).

Tree Preservation Orders and Conservation Areas

12.33 Local Metropolitans have a legal duty to protect trees. The Metropolitans make tree preservation orders to do the following.

- Strengthen a condition which is part of a planning permission.
- Protect trees which are particularly attractive, even if there is no direct threat to them.

- Protect important trees or groups of trees which are in danger of being cut down.
- Protect woodland by replanting areas of trees.

12.34 Trees are protected if they are in a conservation area, or if they are the subject of a tree preservation order (TPO). This prevents cutting down, uprooting, topping, lopping, wilful damage or destruction of trees and roots without permission.

12.35 There are times when trees that are protected trees may be cut down or cut back. The Department for Communities and Local Government has produced 'Protected Trees – A Guide to Tree Preservation Procedures' which can be found here- https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/6111/2127793.pdf This guide explains when we may work on a tree and when we need to get permission from the Local Authority. When there is any doubt about the correct procedure, contact must be made to the Tree Officer at the Local Authority.

Conservation

12.36 The Supplier(s) should avoid cutting or felling trees between March and August, as this is the peak nesting time for birds. Any health and safety concerns should be reported to the Authorised Officer who will evaluate the situation and where necessary approved the felling of the tree due to health and safety.

Removal of trees

12.37 Trees are a valued part of our landscape and enhance quality of life in Urban and rural environments. They provide shade, absorb carbon dioxide, reduce airborne pollutants, reduce wind speed, and some absorb noise. They also provide an important visual amenity as well as providing habitats for wildlife.

12.38 The value of trees far outweighs the risks they pose to health and safety. There are times where a tree will become damaged or reach the end of its life, the Supplier shall report this to the Authorised Officer who will approve its removal. There will also be times where we are asked to remove healthy trees. The following are not legal nuisances, and the Supplier shall not prune or remove trees in these circumstances (beyond normal maintenance).

- Loss/reduced light to properties. (except in extreme circumstances)
- Effects on TV or mobile phone reception.
- Obstruction of views
- Interference with other vegetation

- Obstruction of utility cables (these are the responsibility of the statutory provider or cable owner)
- Minor or seasonal issues such as honeydew (dripping sap): bird droppings, falling leaves, fruit of flowers.

12.39 The Supplier will not cut back trees that overhang neighbouring property unless there is a particular risk associated with that tree, which needs addressing and is agreed by the Authorised Officer.

12.40 Trees in gardens should be inspected when the property is void.

12.41 Trees will be considered for removal in the following circumstances:

- The tree is dead, dying or dangerous.
- The removal of the tree is for the benefit of other trees.
- The tree is the cause of subsidence or poses a significant risk of subsidence and the tree has been assessed by a competent person. When assessing removal of trees, consideration should be given to the risk of damage to property because of its removal.
- The tree is a species that will ultimately outgrow its location.

12.42 Sometime the removal of a tree will cause heave. This is the movement of the soil, due to a build up of water following the removal of the tree. Heave is very difficult to predict and so expert advice should be taken before removing trees that are close to buildings or that are large. The expert may advise that the tree is cut down in three sections over two or three years, to reduce the risk of heave.

Programme of works

12.43 Each year a programme of works should be drawn up (for areas where tree work is not otherwise covered by a suitable contract). All planned work, should be shared with the Authorised Officer.

Common disputes

- Trees belong to the owner of the land on which they are growing. The person who holds the duty may not always be the land owner, such as the case on some leased land.
- If a tree is growing exactly on the boundary, between two properties, it is normally considered to be joint property of the two owners.
- If branches or roots have been allowed to grow over the boundary between two properties, the owner of the adjoining land may cut them back up to the

boundary (providing the tree is not subject to a tree preservation order or conservation regulations.) However, any actions that result in the tree's death, decline or failure, may make them liable for their actions.

- Trees in tenants' gardens are ordinarily the responsibility of the tenant. However a judgment should be made on each case. In cases where an established tree was present when the tenant moved in, it may be disproportionate for Metropolitan to expect the tenant to pay for the maintenance. If a resident complains of an unsafe tree, it will be inspected and any resulting work passed to the Supplier.

13 ESTATE SERVICES PROGRAMME OF WORKS

Internal and External Cleaning

- 13.1 The buildings to be cleaned as part of this contract are set out in Appendix 7
- 13.2 During the term of the Contract it is possible that ownership of buildings may change, buildings maybe taken out of commission for a period / permanently, new buildings may come under Metropolitans control or there may be additional existing buildings that may not have already been included in the contracts. In these instances Metropolitan reserves the right to withdraw buildings (without penalty and with a minimum of 1 months notice) or to add buildings into their individual contracts. The exception to this will be in an emergency, such as a fire, where only 30 days notice will be required.
- 13.3 In the event that a building is withdrawn, the contract price relating to that building shall ceased to be charged from the end of the notice period, if this should be part way through a month the price shall be adjusted on a pro rata basis for that month, calculated from the contracted price for that particular location. A withdrawal of a building from contract will not be a compensation event and will not affect the contracted prices for the buildings remaining under contract or the adhoc labour rates.
- 13.4 Where a building previously under contract is brought back into use, the Supplier shall re-instate the original contracted price. Where Metropolitan wishes to add a building to their Contract the monthly rate to apply will be calculated pro rata upon similar buildings covered under the Contract and agreed by the Metropolitan before services commence. Whilst it is anticipated that there may be a requirement to add buildings, there is no guarantee that any or all additional buildings will be added into this contract.

- 13.5 The cleaning standards for the different surfaces, outlined below, have been applied to each of the building types as appropriate. These standards should be met using cleaning products suitable for the particular item to be cleaned, to meet the requirements, and compliant with COSHH regulations.
- 13.6 The Supplier will pick up all litter (including papers, junk mail, leaflets etc) refuse and fouling all internal areas in accordance with the Health & Safety at Work Act 1994 and its amendments.
- 13.7 The Supplier shall place all litter and fouling into refuse sacks which should be sealed and removed from site as necessary. Dangerous items and/or sharps will be disposed off in accordance with the relevant Health and Safety Regulations applicable to handling and disposal of such items. The Supplier shall remove any residue or staining left by any litter, deposits etc with an anti-bacterial solution.
- 13.8 The schedule for cleaning to take place (these are flexible in exceptional circumstances to cover adverse weather conditions, etc.) is as follows:
- Communal Area Internal Cleaning (exc windows) twice weekly
 - Community Centres Internal Cleaning (exc window cleaning) twice weekly
 - Window Cleaning 6 weekly
- 13.9 Any exceptions to the schedule in 13.8 (enhanced or reduced services) are detailed on the Site List at Appendix 7.
- 13.10 The contract will start with a 'soft landing' in order to give the Supplier time to get the contracted sites up to their specified standard. Key Performance Indicators will not be measured for the first 6 weeks following the contract 'go live' date.

Requirements

Flooring

- 13.11 All hard floor surfaces must be free from debris, clean, dry and free from stains, marks and dust. Sweeping of floor surfaces is to be carried out by a dust control method. There must be no evidence of any accumulation of slurry of soaps, or residues of other cleaning agents. Floors must be safe and not slippery. Some slight scuffing maybe apparent but the dressing must be complete and intact without evidence of powdering, discolouring or build up.
- 13.12 Remove spills and treat to minimise damage to floor coverings and reduce the risk of staining. Use only approved specialist materials within the indicated time-scales for the removal and treatment of spills.
- 13.13 Mechanical equipment may used where suitable. Chewing gum and other sticky substances shall be removed before any form of cleaning is carried out using

appropriate cleaning techniques and chewing gum remover. Special care shall be used to ensure that methods, formulated agents, and tools are not injurious to the surfaces being cleaned and redressed.

- 13.14 All carpets, carpet tiles, mats, and mat-wells must be free from grit, dust, and debris with no apparent stains. They must be clean and dry.
- 13.15 The Supplier shall at the frequency indicated thoroughly steam clean carpeted areas using an appropriate steam cleaning machine in accordance with the manufacturer's recommendations.
- 13.16 All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.

Staircases

- 14.16 Stairs including treads, risers, nosings, banisters, balustrades, handrails and ledges, must be free from dust, debris, stains, and marks. Treads and risers are to be treated as floors - as detailed above.
Walls and high level surfaces and fittings must be free from dust, cobwebs, and marks to full height.

Walls, Doors and Window Frames

- 14.17 All walls, skirting, panelling, coverings, radiators, pipes, vents grilles, doors, door frames, fittings and glass panels, window frames and sills must be free from debris, marks and dust. They must be clean and dry with no evidence of residual cleaning agents, free from stains, runs and cobwebs to full height.

Furniture, Fittings and Soft Furnishings

- 14.18 All furnishings must be regularly vacuumed, clean, dry and free from dust. They must be clean and dry with no evidence of residual cleaning agents. In addition, they must be free from finger marks and smears.
- 14.19 Light fittings must be free from dust.

Graffiti Removal

- 14.20 The Supplier shall remove any graffiti from floors, landings and hallways without damaging or degrading the surfaces.

External Areas

- 14.21 The Supplier is responsible for picking and disposing of litter on all external hard and gravel surface areas including but not limited to under parked cars and horticultural areas. This activity should include but again is not limited to the removal of bottles, leaves and general rubbish.

Miscellaneous Items

Communal Lighting

- 14.22 The Supplier shall check all internal communal and external porch lights, lift light and replace any spent lamps and tubes. Covers shall be properly cleaned inside and outside at the time of lamp/tube replacement and in any even annually irrespective of whether lamps are to be replaced or not.

Time Clocks

- 14.23 The Supplier shall check all time clocks and tradesman clocks and adjust as necessary to ensure they are showing the correct time including ensuring all clocks are adjusted at the time of changes to Winter/Summer time.

Lifts

- 14.24 The Supplier where appropriate shall provide cleaning of lifts. The Supplier shall ensure that lifts are cleaned and deodorised as necessary including washing down and wiping clean the internal and external faces of all landing doors, walls, surrounds, call plates etc. All mirrors are to be cleaned, polished and smear free.

Fly Tipping

- 14.25 The Supplier shall remove all fly tipping in communal areas within 24 hours of identifying the objects. Tenderers should note the Communal Area leaflets included within the documentation at Appendix 8 as these have issued to residents.

Dead Small Animals

- 14.26 The Supplier shall be responsible for adequate removal and disposal of small dead animals. Animals will be disposed of in the appropriate manner.

Dog Bins (currently only required in North & South London)

- 14.27 Where appropriate the Supplier will be responsible for the Collection and disposal of dog faeces from the dog faeces bins across the sites and dispose of the waste in an appropriate manner at a suitable licensed waste disposal site. The Supplier will be responsible for the provision of and replacement of alternate colours of plastic bin liners in the dog faeces bins at every visit. Dog bins will require twice yearly cleaning. When necessary the Supplier will be required to replace the dog bins.

Supermarket Trolleys

- 14.28 Where the Supplier identifies the abandonment of a Supermarket trolley it will notify the Authorised Officer.

Window Cleaning

Internal and external windows

- 14.29 A good and proper standard of glass cleaning is required to the whole area of all glass showing no smears or residual water stains ensuring all self adhesive tape and foreign matters must be removed from the windows.
- 14.30 A "Reach and Wash" or other suitable systems should be used in order to reduce working at height.
- 14.31 Cleaning windows shall include cleaning glass, wiping down immediately associated frames, sub frames, rails, windowsills, surrounds, etc. as appropriate to a standard acceptable to the Authorised Officer showing no smears or residual water stains. Areas included but not limited to: external glazing including canopies and glazed cladding / curtain walling; internal glazing including double-glazing units and all internal glass including doors and meeting rooms.
- 14.32 All materials and equipment shall be brought to and taken away from the premises at the commencement and completion of each cleans and shall not be stored on the premises.
- 14.33 The Supplier must satisfy himself as to the adequacy of any safety facilities provided by the Metropolitan, and the provision of these facilities and the information set out in this specification shall be without prejudice to the Supplier's responsibility for the observance by himself and his workpeople of all safety precautions necessary or desirable for the protection of himself, his workpeople and any other person.
- 14.34 The Supplier must ensure that only appropriate and suitable methods of cleaning and cleaning materials are used.
- 14.35 Standing on window ledges, radiators or furniture is not permitted, and the Supplier must ensure that in gaining access to windows he and his workpeople do not accidentally or negligently damage any furniture, fixtures, fittings or equipment.
- 14.36 The Supplier will ensure that personnel used on the contract are familiar with the Health & Safety Executive Guidance Note GS 25 "Prevention of falls to Window Cleaners".

15 ESTATE SERVICES PROGRAMME OF WORKS

Playground Inspections

- 15.1 3 quarterly Operational inspections and one Annual inspection per annum. In each case the Annual inspection would count as one Operational inspection. Inspections are of every playground and all play area fencing & gates, equipment and ancillary items contained therein. Both options include basic maintenance (lubrication and adjustment where required) excluding replacement spare parts.
- 15.2 All inspectors will be RPII accredited and DBS cleared, copies of current accreditation certification must be provided to Metropolitan.
- 15.3 Whilst conducting inspections Metropolitan expects the Supplier to use initiative and experience to implement preventative actions to help to reduce the likelihood of accidents occurring due to faulty equipment.
- 15.4 General maintenance i.e. replacing (but not supplying) nuts, bolts, greasing moving parts etc will be included in the monitoring price and not invoiced separately.
- 15.5 For all intents and purposes all general wear discovered during inspections must be repaired with all replacement parts and materials covered under the individual inspection price as submitted in the schedule of rates, section 4 Appendix 4. Should any of the parts identified in sections be assessed as worn, they must be replaced using suitable and approved parts on the same visit as the inspection or within 3 working days if not practicable to do so immediately. Where repair works are not undertaken immediately the Supplier will make safe or disable the specific item of play equipment until such time as the repair is completed.
- 15.6 Equipment repair and replacement as required and occasional installation of new equipment
- 15.7 Where Equipment repair and replacement works are identified but are not detailed in then the Supplier shall provide a recommendation of the works required and provide a written quotation to undertake those works.
- 15.8 The Supplier will provide a quarterly consolidated invoice separating overall inspection costs and repair detail by play area

General specification for inspection of all items of Play equipment

- 15.9 The Supplier will inspect all play equipment in all play areas for the following

- Structural damage or misalignment of the framework. Should any damage or misalignment be found, it will be necessary to carry out internal examination of all fixings to ensure they are in sound conditions
- Corrosion to supports, particularly at ground level. A thorough inspection will be required to determine the severity of any corrosion found. The Supplier must be aware that the site may have to be resurfaced and could be concealing corrosion just below ground level and must use his best endeavours to check and record.
- Any looseness in the foundation.

15.10 The Supplier will ensure that all fixings and fastenings are present and in good condition. Supports will be inspected where they enter the castings to ensure that are fully home and wedges are tight. The Supplier will replace missing or loose nuts. Missing brackets and welds on support frames will be inspected. The Supplier will rectify any faults in the same visit or within 3 working days if not practicable to do so immediately. The Supplier will make safe or disable the specific item of play equipment until such time as the repair is completed.

15.11 The Supplier will visually inspect all welds for cracks, corrosion wear or damage. It will be the Supplier's responsibility to repair such welds at the direction of the Authorising officer.

15.12 The Supplier will inspect all individual items of equipment and complete structures for finger traps, hand traps and head traps. The Supplier will also consider any potential entrapment or crushing hazard. The Supplier will monitor all areas for trip hazards.

15.13 The Supplier will inspect for any vandalism and damage on every piece of equipment that may result in an injury to the persons using the equipment.

15.14 The Supplier will as required lubricate all spindles, bearings, pivots, bearing surfaces and necessary points on every piece of equipment with the manufacturers recommended lubricants provided where the equipment doesn't have to be dismantled to do so.

15.15 The Supplier will report all graffiti on any piece of play equipment, park furniture or signage / notice boards within the play area. The Supplier is NOT expected to remove graffiti but it must be reported on and in extreme cases i.e. offensive / abusive language etc phoned in to the authorising officer from site immediately.

Swings

15.16 Swing chains to be untwisted and untied as required.

- 15.17 All castings to be inspected for cracks
- 15.18 Stud heads secure and in good condition (where relevant)
- 15.19 Top bar and fixings to be inspected
- 15.20 Inspect for wear in bushes, shackles, and antiwrap mechanisms
- 15.21 Inspect all shackles including split pins and locknuts
- 15.22 Inspect condition of chains, links to be inspected for roughness, poor welding etc
- 15.23 Swing seats must be inspected for rough edges, splitting, vandalism and damage
- 15.24 Ensure nuts bolts and fixings are secure and wear and tear evidence
- 15.25 Cradle seats to be inspected for damage and exposed metal.
- 15.26 Chains cradle frames and complete structure will be tested for finger traps, hand traps, limb traps and head traps.
- 15.27 Lubricate all pivots or bearing surfaces with the manufacturers recommended grease and oil.
- 15.28 Where swing chains have worn to 40% of section then the Supplier to report and advise replacement.

Agility equipment

- 15.29 Inspect all ropes, nets, rope steps, treads, and runs to ensure secure fixing, sound condition, free from corrosion and dangerous metal edges are not protruding.

Cableways

- 15.30 Inspect cables for wear and correct tension
- 15.31 Inspect the carriage unit for wear to the wheels, bearings and brake mechanism
- 15.32 Inspect the buffers for wear and in the case of tyres for splitting
- 15.33 Inspect the chain and seat for signs of wear

Multiplays

- 15.34 Inspect for completeness and identify any missing items (panels etc)

- 15.35 Inspect welds for cracks corrosion or damage
- 15.36 Inspect for paint damage and corrosion resulting from the exposure of bare metal
- 15.37 Inspect that all fixings and fastenings are complete and fully tightened
- 15.38 Inspect for evidence of attempted dismantling of the equipment and advise the reporting officer.
- 15.39 Inspect to ensure that dangerous metal edges are not protruding.

Timber Equipment

- 15.40 Where wooden equipment is used the equipment must be checked for timber rot (particularly at ground level) splitting/ splintering of timber, foreign objects (glass) and undesirable substances wedged into timber.

Slide

- 15.41 The Supplier will inspect to ensure that the step strings are secure and in good condition, free from corrosion wear and damage. Each step must be checked and this will require the inspector to climb to the top of each slide.
- 15.42 Handrails and hand guards to be inspected to ensure fixing and fastenings are sound, not corroded and that no dangerous metal edges are protruding.
- 15.43 The Supplier will inspect the slide surface for any spillage of paint grease oil or substances which may cause a hazard to the users of the equipment.
- 15.44 Inspect slide surfaces from top to bottom. The slide must be left in a clean and useable condition at the end of every section. The Supplier is required to clean the slide if it is dirty and leave it in a useable condition.

Rocker

- 15.45 The Supplier will inspect all bearings and spindles for excessive movement and ensure they are properly secure
- 15.46 The Supplier will inspect all guards to ensure they are intact with no damage and no moving parts are exposed.
- 15.47 The Supplier will inspect all seats for cracking wear damage or vandalism and will replace with the manufacturers parts.

- 15.48 Handrails and hand guards to be inspected to ensure fixings and fastenings are sound not corroded and that no dangerous metal edges are protruding.

Roundabouts

- 15.49 The Supplier will inspect to see that all guards are intact and with no damage or moving parts exposed.
- 15.50 The Supplier will inspect bearing condition including loose stays or handrails, spindle loose on its foundations and worn bearings.

Modules

- 15.51 Handrails and guards to be inspected to ensure fixings and fastenings are sound not corroded and that no dangerous metal edges are protruding.

Bins

- 15.52 The Supplier will inspect for damage, corrosion and broken welds on the metal bins

Fences and gates

- 15.53 The Supplier will inspect for damage, corrosion and broken welds on the metal fence railings and gates.
- 15.54 The Supplier will lubricate all pivots, hinges and bearing surfaces with manufacturers recommended lubricants
- 15.55 Gates must be checked to ensure that they are self closing spring loaded (these may need oiling). Fencing should be inspected for protruding bolts.

Signs

- 15.56 The Supplier will inspect each sign post for vandalism or damage

Safety surfacing

- 15.57 All grass and dangerous objects between any tiles have been removed
- 15.58 The Supplier will leave no concrete tarmac or hard surface exposed on a safety surface
- 15.59 Supplier to report on the general condition of the wet pour surface commenting on quality / gaps / wear / shrinkage / crumbing / moss cover.

General specifications for maintenance of all play equipment

- 15.60 All manufacturers parts will be sourced by the Supplier
- 15.61 Best practices and safe procedures will be followed at all items while the Supplier is on site taking into account all relevant legislation
- 15.62 Components will be replaced with the correct manufacturers replacement parts, substitute parts will not be used unless approved by the authorised.
- 15.63 Repairs and replacement of components and installations must be carried out in strict compliances with manufacturers' instructions.
- 15.64 Where required the Supplier will show evidence of compliance to manufacturers installation instructions.

British standards

- 15.65 All equipment, installation, safer surfacing and materials are to comply with and be certified to the relevant BS EN 1176 standards
- 15.66 Where EPDM wet pour safety surfacing is used it must comply with the depths as set out in BS EN 1177:1998 regulations to comply with fall heights.

16 Key Performance Indicators

Item	Measure	Target achievement	Min achievement %
Inspections to scheduled due date	Within + / - 1 days of schedule	100%	90%
Inspection reports available from date of inspection	Within 2 working days	100%	90%
Quotation for repairs	submitted within 2 working days of inspection report available	100%	90%
From instruction to proceed to defect close out SMP parts	Within 3 working days from instruction to proceed	100%	90%
From instruction to proceed to defect close out	Within +/- 28 days of the lead time advised in the quotation	100%	90%

Third party parts			
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The above Key Performance Indicators will be reviewed on a quarterly basis with all data provided by the Supplier with all necessary supporting documentation.

The above Key Performance indicators form a key element of this contract and failure to achieve the agreed levels of performance at any quarterly review will result in –

Step 1 – Should the Supplier fail to achieve the agreed minimum level of service on any one of the Key Performance Indicators then Metropolitan will issue a formal notification of failure to achieve the agreed level of service – the Supplier will respond within 7 days with a programme of improvements that will be implemented to achieve the agreed level of service.

Step 2 – Should the Supplier fail to demonstrate an improvement in service levels that achieve the minimum standard within 90 days from the issuing of the formal notification then Metropolitan Housing Trust shall be entitled to terminate the contract on 30 days notice.

Appendix 3: Contract Conditions

Appendix 4: Response Document

Tender Return Requirements

This Response Document lists out everything the Tenderer is to submit in its Tender and sets out the order in which it must be submitted.

The Response Document has eight sections:

1. Form of Tender;
2. Anti-Collusion Certificate;
3. Confidential Information;
4. Pricing Schedule;
5. Not Used
6. Parent Company Guarantee Undertaking;
7. Tenderer's Response to Technical Questions;
8. Compliance Table.

SECTION 1: FORM OF TENDER

UNCONDITIONAL AND IRREVOCABLE OFFER

TO: Metropolitan Housing Trust Limited, incorporated and registered in England and Wales under company number IP16337R of The Grange, 100 High Street, Southgate, N14 6PW.

WE:

OF:

1. Having examined carefully and understood the Instructions to Tenderers, Response Document including this Form of Tender and Pricing Schedule, Compliance Table, the Contract Conditions and the Services Requirements, and all other documents relevant to this Contract (the "Tender Documents") issued by Metropolitan Housing Trust Limited in connection with the Grounds Maintenances and Cleaning Services ("the Services") and in consideration of your considering this Tender hereby offer and undertake to
 - 1.1. Provide the Services for Metropolitan Housing Trust Limited for the Charges inserted by us in the Pricing Schedule or otherwise provided to Metropolitan Housing Trust Limited in accordance with the Instructions to Tenderers.
 - 1.2. Provide the Services upon and subject to the conditions set out in the Tender Documents.
 2. In further consideration of your considering this Tender we agree that this offer shall remain open for acceptance and shall not be withdrawn for six (6) months from the date fixed for the return of tenders.
 3. We agree that unless and until a formal contract is prepared and executed the offer set out in this Tender constitutes an unconditional and irrevocable offer by us which shall be capable of acceptance by you whereupon there shall be constituted between us a binding contract.
 4. We certify that this is a bona fide competitive Tender and that we have not fixed the amount of the Tender as a consequence of any agreement or arrangement with any other person or body. We certify further and undertake that we have not and will not commit all or any of the following:-
 - 4.1. Communicate to any person or body other than Metropolitan Housing Trust Limited or the person calling for these tenders on behalf of Metropolitan Housing Trust Limited the amount or approximate amount of the proposed Tender.
-

- 4.2. Influence or attempt to influence any prospective Tenderer so that he shall refrain from tendering or fix his tender price in a particular way.
- 5. We agree, if required, to enter into a contract to be executed as a deed in the form attached to the Instructions to Tenderers to be prepared at your expense embodying the terms of this Tender and the documentation listed above which are for all purposes to be deemed to form part of this Tender.

NOTE:

The Tender must be signed in accordance with paragraph 6.2 of the Instructions to Tenderers

Dated this day of 2014

LIMITED COMPANY

Signature _____
 Printed Name _____
 Title of Signatory _____
 Name of Company _____
 Registered office Address: _____

PARTNERSHIP

Signature of Partners in firm: _____
 Printed Name _____
 Name of Firm _____
 Address: _____

INDIVIDUAL

Signature _____
 Printed Name _____
 Address: _____

SECTION 2 ANTI-COLLUSION CERTIFICATE

The Certificate must be signed in accordance with paragraph 6.2 of the Instructions to Tenderers

Anti-Collusion Certificate

The essence of the public procurement process is that Metropolitan Housing Trust shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle we hereby certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Tenderer. We have not:

1. Entered into any agreement with any other person with the aim of preventing Tenders being made or as to the fixing or adjusting of the amount of any Tenders or the conditions on which any Tenders are made; or
2. Informed any other person, other than the person calling for these Tenders, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender for insurance, for contract guarantee bonds or for professional advice required for the preparation of the Tender; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tenders for the contract; or
4. Committed any offence under the Prevention of Corruption Acts 1889 to 1916 nor under the Bribery Act 2010; or
5. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenders or proposed Tenders for the Contract any act or omission; or
6. Canvassed any other persons referred to in paragraph 1 above in connection with the contract; or
7. Contacted any officer, member, director, consultant or adviser of Metropolitan Housing Trust about any aspect of the contract including (but without limitation) for the purposes of soliciting information in connection with the contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the Tenders nor (in the event of our Tender being accepted) shall we do so while the resulting contract continues in force between us (or our successors in title) and Metropolitan Housing Trust.

In this certificate the word "person" includes any person, body or Trust, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed:

For and on behalf of:

Dated

Signed:

For and on behalf of

Date

SECTION 3: CONFIDENTIAL INFORMATION

Information considered to be exempt from disclosure requests:

1. Any information supplied, which the Tenderer considers may be potentially exempt from disclosure under Metropolitan Housing Trust Limited's policies or legislation **MUST** be set out in this section.
2. Any information not contained in this section will be subject to disclosure without any prior consultation.
3. The information considered to be exempt must be referred to in the table below; this could be a whole section of the documentation provided, a clause or paragraph in the documentation provided.
4. The Tenderer should set out in this section of the Tender documents to be returned, that information which it considers to be exempt from disclosure, the reason for non-disclosure, the exemption that might be applicable and the time period for which this information should be considered to be exempt.
5. The Tenderer acknowledges nevertheless that any information contained within this section is indicative only and Metropolitan Housing Trust Limited may nevertheless be required to disclose such information under in accordance with the its own policies or legislation. The Tenderer should also include in this section the name and contact details of a link person who will be able to handle disclosure requests.

Tenderer Name:	
Address:	
Contact Name:	
Telephone Number:	
Fax:	
E-mail:	

NO/Information (cross reference to Tender)	Reasons for Exemption	Exemption to be applied	Duration period for exemption

SECTION 4: PRICING SCHEDULE

Tenderers are requested to complete the pricing schedule in the excel spreadsheet below in full.

Tenderers should note that the prices must be exclusive of VAT, but inclusive of all disbursements and any other costs or expenses necessary for the proper performance of the Services including without limitation costs associated with TUPE. Metropolitan shall not pay any sum or sums other than those set out in the Pricing Schedule.

Tenderers are to note the following:

Core Pricing Schedule

- Tenderers must assume efficiency savings over the two years which lead to a reduced pricing model over this period
- The Customer does not envisage the provision of desk/office space to enable the Supplier to fulfil their contractual obligations. However, should the Supplier wish to bid a model that requires this provision, the following conditions will apply:
 - Where possible, desk space will be provided during the transition period.
- After the commencement of service date any Supplier staff comprising TUPE staff, additional staff or Supplier management based on a Metropolitan site, requiring the provision of a full time desk space, will incur a charge of £4K per annum per desk.

Optional Items

Tenderers must price the optional items in full. Tenderers should note that the optional items' prices will not be evaluated by Metropolitan, but Metropolitan will be entitled to rely on them in the Contract awarded to the successful Tenderer.

Pricing Schedule for Tenderer to complete

DATED

[Month] 20[]

[Name of Tenderer]

and

METROPOLITAN HOUSING TRUST

GUARANTEE

Guarantor. The Housing Trust shall not be obliged to require payment from the Supplier before enforcing the terms of this guarantee and indemnity and the Guarantor shall be treated in all respects as being jointly and severally liable with the Supplier for all liabilities, obligations and undertakings of the Supplier as provided in the Agreement.

- (4) This guarantee and indemnity shall remain in full force and effect until all monies and liabilities now or hereafter due and owing or incurred by the Supplier to the Housing Trust have been satisfied in full and this guarantee, undertaking, indemnity, security or other obligation given or owing to the Housing Trust in respect of sums due or liabilities arising pursuant to the terms of the Agreement.
- (5) If any monies shall become payable under or in respect of this guarantee and indemnity the Guarantor shall not, so long as any monies due and payable by the Supplier to the Housing Trust under the terms of the Agreement remain unpaid:-
 - (a) In respect of the amounts paid by the Guarantor under this guarantee and indemnity seek to enforce repayment by subrogation or otherwise;
 - (b) In the event of the insolvency, winding up, liquidation or dissolution of the Supplier prove in competition with the Housing Trust in respect of any monies owing to the Guarantor by the Supplier on any account whatsoever but will give to the Housing Trust the benefit of any such proof and of all monies to be so received in respect thereof.
- (6) All demands made by the Housing Trust under this guarantee and indemnity shall be sent to the Guarantor at the address set out above or such other address as may be notified by the Guarantor to the Housing Trust. Such demand shall be deemed to have been made and received by the Guarantor:-
 - (a) if delivered by hand, at the time of delivery;
 - (b) if sent by first class mail on the next business day after the date of posting; and
 - (c) if sent by fax, at the time of transmission.

For the purpose of this clause, "business day" means any day other than a Saturday, Sunday or a day which is a public holiday in place both of despatch and address of the notice.

- (7) No failure to exercise and no delay in exercising on the part of the Housing Trust any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any right or remedies provided by law.
- (8) The Guarantor hereby warrants and represents to the Housing Trust that it has full power and authority to enter into and perform its obligations under this guarantee and indemnity.
- (9) This guarantee and indemnity shall be binding upon the Guarantor's successors in title.

- (10) This guarantee and indemnity shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor, the Supplier or the Housing Trust.
- (11) The Guarantor hereby irrevocably appoints [] of [] marked for the personal attention of [] as its authorised agent for the purpose of accepting service of process for all purposes in connection with this guarantee and indemnity.
- (12) The parties to this guarantee and indemnity do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.
- (13) This guarantee and indemnity shall be governed by and construed in all respects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this guarantee and indemnity.

IN WITNESS whereof the Guarantor has hereunto set its seal on the date set out above.

SECTION 7: TENDERER’S RESPONSE TO TECHNICAL QUESTIONS

Please answer all the technical questions below, having given full consideration to Metropolitan’s Services Requirements and supporting information, in the response box provided.

Whilst Tenderers will not be penalised for the length of their response Metropolitan requests that Tenderers responses are kept to a proportionate to the value of the question.

Executive Summary 10%	
Q	Technical Question
1	<p>For each Lot Tenderers are required to clearly and concisely state how they propose to fulfil the contract requirements. Please refer to all aspects of the contract including but not limited to:</p> <ul style="list-style-type: none"> • Service Delivery Approach • Responding to service requests • Resourcing (staffing, vehicles etc) • Meeting required legislation
Response:	

Approach & Methodology 30%	
Q	Technical Question
2	<p>Tenderers are required to provide method statements for Grounds Maintenance and Cleaning Tasks which should include a fully detailed schedule of works in line with the services specified within this document</p>
Response:	

Q	Technical Question
3	<p>Tenderers are required to outline their methodology for the monitoring of Metropolitan estates, with details of how this approach will be measured. Tenderers should submit at least 2 examples of reports that will be provided when they have :</p> <ul style="list-style-type: none"> c) Attended a site as part of the regular work programme d) Ad hoc, one off pieces of work <p>Tenderers should also confirm the proposed methods and timescales for submitting this information to Metropolitan</p>
Response:	
4	<p>Tenderers are required to outline their approach to ensuring quality of service provision. This should include but not be limited to:</p> <ul style="list-style-type: none"> • How this will be measured and reported • An attachment of 2 sample reports
Response:	
5	<p>Tenderers should provide details of the governance that is proposes to put in place to manage the services being provided to Metropolitan without limitation to reference to:</p> <ul style="list-style-type: none"> • Day to day contract obligations • Dealing with increased demand for services • Seasonal Demands
Response:	
6	<p>Metropolitan will have a requirement for out of hour's services and emergency responses. Tenderers should provide details of their approach that will be taken in</p>

	responding to such a request including but not limited to: <ul style="list-style-type: none"> • Response Time frames • Process for reporting of incidents and following up works • Risk management and escalation process
Response:	
7	Where there is a requirement to sub-contract parts of the service please provide details of your approach to the management and engagement of sub-Suppliers. Please detail how you propose to engage with local Suppliers Small and Medium Enterprises and Social Enterprises.
Response:	
8	Please provide your proposed approach to communicating with Metropolitan’s diverse client group about your services and the tools in which you will use to do this.
Response:	
9	Please provide details of your approach to inspections. What percentage of work will be inspected for compliance with the specification and how will this process be managed. Tenderers are required to detail what service standards will be in place to address non-compliance
Response:	

10	Tenderers are required to submit their proposed service standards to address non compliance providing a sample resolution plan
Response:	
11	<p>Tenderers are required to provide details of the approach to the identification of the likely impacts and risks for the following and the methods and procedures your organisation will implement to reduce these risks</p> <ul style="list-style-type: none"> • Use of resources – energy, fuel and water consumption, materials and equipment and waste • Amenity impacts – noise, dust and fumes • Risks/hazards – hazardous materials
Response:	
12	<p>Tenderers are required to submit their proposals for assuring quality of service provision. This should include but not be limited to:</p> <ul style="list-style-type: none"> • How this will be measured and reported. • An attachment of two sample reports • Environmental Policy
Response:	
13	<p>Tenderers are required to submit at least 2 examples of their health and safety reports that will be submitted for both residents and staff. Tenderers should also propose the frequency of these reports.</p>
Response:	

14	Adding value to metropolitan’s residents is of key importance. Tenderers are required to outline the actions that you propose to take to improve the estates and properties that Metropolitan manage.
Response:	
15	Tenderers are required to submit their proposals detailing how they will respond to seasonal changes including but not limited to early or late grass growing.
Response:	
16	Severe weather incidents are becoming more prevalent in the UK. Tenderers are required to submit their proposed plans and approach to the following incidents: <ul style="list-style-type: none"> • Severe gales • Storms • Heavy snow/blizzards/prolonged frost • Heavy rain • Fog • Heat waves
Response:	
17	Tenderers are required to submit their approach to managing rough sleepers and how they propose to work with Metropolitan and third parties as and when required.
Response:	
18	Tenderers will be required to support Metropolitan in its approach to vandalism of communal areas. Tenderers are required to submit their approach to supporting

	Metropolitan in addressing vandalism including but not limited to: <ul style="list-style-type: none"> • Proactive management and improvements • Reactive management and improvements
Response:	
19	Tenderers are required to submit details of their approach to risk management and how this will enable both metropolitan and the supplier to understand all factors which could affect the delivery of the contract
Response:	

Implementation & Transition 30%	
Q	Technical Question
20	Tenderers are required to submit a detailed outline of their implementation plan. The plan should include but not be limited to the following: <ul style="list-style-type: none"> • An estimation of the total time required to complete the transfer of services including timelines, dependencies and milestones and including any assumptions • Details of managing the technical and operational transition of services from the incumbent supplier • An indication of any risks that will apply specifically to the transition phase, including how the Tenderer proposes to manage these risks
Response:	
21	Tenderers are required to submit proposals with regards to the implementation of services which should include, but not be limited to the following: <ul style="list-style-type: none"> • The introduction of the proposed service delivery/account management team, including whether these will be dedicated to metropolitan or servicing other customers

	<ul style="list-style-type: none"> • A plan that minimises disruption to the Metropolitan community • Where relationships with external parties may be required and the scale and scope of their involvement. • Engagement with the incumbent supplier to ensure a smooth transition of service. • Required sign off criteria applicable to each lot and the proposed final cutover date.
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Response:

TUPE/BAU and Training and Development 10%

Q	Technical Question
22	<p>For each Lot please provide the Tenderers proposals relating to the management of staff transfer and the processes that will be followed. This should include but not be limited to</p> <ul style="list-style-type: none"> • How those affected by TUPE will be engaged • Any likely post TUPE restructuring, if anticipated the reason, economic, technical, operational etc

Response:

23	<p>For each Lot , please provide the Tenderers proposals to demonstrate how they will add value to the contract on the following areas:</p> <ul style="list-style-type: none"> • Employment opportunities for local residents and specifically the opportunities that will be delivered each year during the life of the contract for Metropolitan residents. Tenderers are required to complete the following table for each Lot <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;">Opportunity</th> <th style="width: 40%;">Number of Opportunities (per annum)</th> </tr> </thead> <tbody> <tr> <td>Full Time Job Opportunity</td> <td></td> </tr> </tbody> </table>	Opportunity	Number of Opportunities (per annum)	Full Time Job Opportunity	
Opportunity	Number of Opportunities (per annum)				
Full Time Job Opportunity					

	Part Time Job Opportunity	
	Apprenticeship	
	Internship	
	Other (Please specify details and numbers)	
<ul style="list-style-type: none"> • The support to be provided by the successful Tenderer to deliver the employment outcomes that are committed to. • The support that the Tenderer wishes to see from Metropolitan. 		
Response:		
24	Metropolitan believes that employing local people improves business effectiveness Tenderers are requires to submit proposals to demonstrate how this will be achieved, and in particular how they will assist Metroployment achieve its objectives and targets.	
Response:		

Performance Management & Reporting 20%

Q	Technical Question
25	<p>Please provide the Tenderers approach to evaluating the success of the contract and customer satisfaction including methodology and the actions taken. This should include but not be limited to:</p> <ul style="list-style-type: none"> • The proportion of complaints the Tenderer expects to receive in relation to its service provision

	<ul style="list-style-type: none"> • The level of customer satisfaction the Tenderer would typically expect to achieve in response to feedback surveys • The areas to be focussed on in satisfaction surveys • The mechanisms to be put in place to address poor customer satisfaction feedback
Response:	
26	<p>Tenderers are required to submit a proposal to deliver continuous improvement to the services that they provide to Metropolitan. This should include but not be limited to:</p> <ul style="list-style-type: none"> • An outline how this will be delivered for both grounds maintenance and cleaning • An outline of how the Tenderer might work with Metropolitan to improve service delivery
Response:	
27	Tenders are required to submit detailed proposals for KPI's in relation to the service areas.
Response:	

SECTION 8: COMPLIANCE TABLE

1.	We confirm that our Tender complies in all respects with the Instructions to Tenderers.	YES/NO
2	We confirm that the Form of Tender has been correctly signed	YES/NO
3	We confirm that the Anti-Collusion Certificate has been correctly signed	YES/NO
4.	We confirm that we have fully completed the Confidential Information form.	YES/NO
5.	We confirm that we have fully completed the Pricing Schedule at section 4 of this Response Document.	YES/NO
6.	We confirm that we have completed the Continuous Improvement Schedule at section 5 of this Response Document	YES/NO
6.1	We confirm that we are not a subsidiary company.	YES/NO
6.2	If answer to 6.1 is no We confirm that we have provided a duly signed Parent Company Guarantee Undertaking.	YES/NO
7.	We confirm that we have provided full responses to all technical questions set out in section 7 of this Response Document	YES/NO
8.	We confirm that we will on request enter into an agreement as a deed in the form set out in Appendix 3 to the Instructions to Tenderers.	YES/NO
9.	We confirm that we accept the Contract Conditions set out in Appendix 3 to the Instructions to Tenderers in full.	YES/NO

Signed: _____

Name of Tenderer: _____

Date: _____

Appendix 5 TUPE Information



Appendix 6 Japanese Knotweed

Appendix 7 Site List

Appendix 8 Communal Area Leaflet

Appendix 9: Metropolitan Branding Guidelines

Appendix 10: Other Information