



METROPOLITAN HOUSING TRUST LTD

PARTNERING CONTRACT RELATING TO THE PROVISION

OF

**RESPONSIVE REPAIRS, WORKS TO VOID PROPERTIES,
COMMERCIAL & DOMESTIC GAS SERVICING & REPAIRS AND
PLANNED INVESTMENT WORKS
TO EAST ANGLIA STOCK**

DOCUMENT ONE

INSTRUCTIONS TO TENDERERS

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1.0 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 Housing Trust (Metropolitan) was formally 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. Today Metropolitan is a leading provider of integrated housing services, care and support and neighbourhood investment. We manage over 38,000 affordable homes for rent and sale, along with a range of care and support services. In total we serve over 80,000 customers across London, the East of England and the East Midlands. We are also a developer of new homes with a plan to deliver 3,300 new affordable homes in the next five years, spending over £730m. Metropolitan is a member of the National Housing Federation and the g15, which represents London's 15 largest housing associations and houses one in 10 Londoners.

1.2. Overview

- 1.2.1. Metropolitan is seeking to award a contract for the provision of responsive repairs, works to void properties, commercial and domestic gas servicing and maintenance and planned investment works to East Anglia stock, as set out in the Services and Works Requirements at **Appendix 2** (“the Services and Works”).
- 1.2.2. The Contract was advertised by placing a Contract Notice in the Official Journal of the European Union reference no. 2014/S 243-428409 (the “OJEU Notice”) on **17 December 2014**.

1.3. Service & Works profile

- 1.3.1. Metropolitan's current service profile is as set out in the Service Requirements at **Appendix 2** to this document, with supplementary information provided in the general ITT Appendices. However, this is not intended to be a mandate for how the Supplier must operate the service. By adopting an approach whereby the end-to-end service is outsourced, Metropolitan is aiming to benefit from operational efficiencies – and suppliers are encouraged to propose ways in which increased efficiency can be gained through restructuring and integrating these services.
- 1.3.2. Metropolitan's responsive repairs service is broadly stable throughout the year. However Metropolitan's business functions as a Housing Association and can experience business peaks aligned to 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 and peaks service requirements .

1.4. **Future Services**

As identified in the services and works profile, initial service requirements cover commercial gas installations but not domestic systems which are covered by a current contract until March 2018. Over time Metropolitan is looking to deliver service enhancements to customers and the appointed service provider will be expected to work with Metropolitan to implement these in line with any agreed programme.

2.0 **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 and Works.
- 2.3. The successful Tenderer will be required for the Charges to provide the Services and Works.
- 2.4. The Contract Period will commence on the Effective Date which shall be on or around 28 September 2015. There will then be a Pre-Operational Phase followed by an Operational Phase. Subject to any Extension Period the Operational Phase will terminate 60 months from the Operational Services Commencement Date.
- 2.5. At the discretion of Metropolitan the Operational Phase of the Contract may be extended on one occasion. The Extension Period being of a maximum of 60 months. The maximum possible term of the Operational Phase is therefore 10 years.
- 2.6. The Pre-Operational Phase is expected to be of a maximum period of up to 3 months (between conditional advice of conditional award of contract and contract commencement).
- 2.7. 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.
- 2.8. These Instructions to Tenderers describe Metropolitan's requirements for the Services and Works, the tendering process and the commercial terms on which Metropolitan will contract in due course with the successful Tenderer.
- 2.9. 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.
- 2.10. The Services Requirements set out Metropolitan's minimum requirements for the provision of the Services and Works. Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than **12 noon on Monday 27 April 2015**.
- 2.11. 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.

- 2.12. 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). Accordingly, Tenderers are encouraged to make the best use possible of the clarification process. Since there will be no dialogue or negotiation, Tenderers must ensure that they have understood Metropolitan’s requirements. 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.

3.0 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	20 March 2015
Clarification period for submission of Tenderers’ questions opens at 12 noon on:	23 March 2015
Clarification period for submission of Tenderers’ questions closes at 12:00 noon on:	20 April 2015
Answers to Tenderers’ questions circulated to all Tenderers by:	21 April 2015
Closing date for receipt of Tenders, 12:00 noon on:	27 April 2015
Evaluation Period and internal authorisation period for Metropolitan	29/04/15 – 29/05/15
Notification of proposed award of Contract on or around	13 July 2015
Standstill period ends on or around	23 July 2015
Contract close (followed by Pre-Operational Phase before the Initial Term)	23 July 2015

4.0 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.

5.0 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 20 April 2015** 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 "Question and Answers" 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 **21 April 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.

6.0 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. Tenderer's 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 contractor and significant subcontractors 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 Cost Model, details of which are 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. **Metropolitan – Our Plan**

“Since we started our turnaround in 2012 we’ve made a lot of progress.

Our finances are much stronger and we’re doing much better on the basics, like collecting rent, keeping our customers safe and dealing with complaints. Our regulator, the Homes and Communities Agency (HCA), has recognised that we are a better run organisation, upgrading our governance rating from G3 to G2.

We’ve still got work to do but we’re now in a position to think about the future, beyond turnaround, and set out our strategy. This Plan summarises the key aspects of that strategy. It sets out the ***three strands*** of what we are trying to achieve over the next three years; the ***five principles*** that underpin all of this – the things we care about; and the ***seven measures*** that we’ll use to track our progress.

For the first time this year one of the measures we’re tracking is the extent that we facilitate greater independence. This will include things like people moving out of intensive support and people gaining an accredited qualification.

What we’re setting out here is an ambitious and exciting agenda that I believe sets us apart”.

Three Strands	
01	Completing the turnaround - This strand is about completing the turnaround of the business.
02	A high performing organisation - Once we’ve completed our turnaround programme we need to be more than a steady performer – we need to be one of the best performers among our peer group. That’s what this strand is about.
03	Working to one agenda – independence - Our third strand is about ensuring that all of our work – all of our services and products, everything we do – is focused on a single goal: facilitating greater independence for our customers.

“At the start of 2014 we began a piece of work to find out what people across Metropolitan felt was the essence of our organisation. From that we have developed five principles – the things we care about – to guide everything we do and how we work together”.

Five Principles	
01	Ambitious for our customers, our people, our company - We demand better. We create environments where people can think independently and act accordingly, taking ownership and making things happen.

02	We do what we say, we say it how it is - Simple and straightforward are our watchwords. When we say we are going to do something we do it. We roll our sleeves up and get on with it. We speak the truth as we see it, saying how it is. People will trust us. Trust breeds trust.
03	Re-thinking to make a difference - We're restless, we don't stand still. We're passionate about delivering positive change through new and better ways of thinking. We challenge ourselves to think differently and we challenge the status quo. We always want to do better.
04	We won't walk by - We don't tolerate mediocrity. OK is not good enough. When something's not right we speak up, we don't walk by. The pursuit of excellence inspires and drives us. But where we see good, we notice, appreciate and celebrate it.
05	Social value through commercial strength - We're unashamedly commercially minded. It's not just all right to be commercial it's essential. Being commercial helps us build more houses and invest more in helping people live independent lives. With a commercial pride comes the courage to make the right decisions.

The Written Tender Proposal questions at Table 4 include a response required in respect of how the Service Provider will deliver continuous improvement in line with the "Our Plan" ethos.

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 60 months.

6.9.2.2. Metropolitan may, entirely at its discretion, extend the Term by one Extension Period of a maximum of 60 months, making a maximum possible Term of 120 months.

6.9.2.3. The Supplier shall provide the Services and Works to Metropolitan during the Term in consideration of the payment of the Charges.

6.9.2.4. 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.

7.0 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 **27 April 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.

8.0 COMPLAINTS RELATING TO THE ITT PROCESS

8.1. Any complaints relating to the ITT process should be directed to the Head of Procurement, Joanna Anderson, Metropolitan, The Grange, 100 High Street, Southgate, N14 6PW

9.0 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-contractor;
 - 9.2.2. from a Tenderer if that Tenderer has named as sub-contractor 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 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 contractor Tenders, 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 contractors, this requirement also applies to each consortia member/significant subcontractor. 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 contractor Tender the Tender must identify the lead Tenderer and all other members of the consortium/prime contractor Tender.
- 9.5.2. All Tenderers regardless of whether or not they are in a consortium/prime contractor Tender, must identify all significant subcontractors.
- 9.5.3. Tenders must be signed by the lead Tenderer and, where relevant, all members of the consortium/prime contractor Tender and significant subcontractors.
- 9.5.4. The lead Tenderer shall be the representative for the other members that form the consortium/prime contractor 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 contractor Tender changes and/or where there are any changes to any previously named significant subcontractors, 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 contractor Tender, in the event that, having re-evaluated the submitted information, the Tenderer or consortium/prime contractor 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 subcontractor is unacceptable, it may request that the lead Tenderer finds an alternative consortium member and/or significant subcontractor to replace the previous consortium member or significant subcontractor 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.

10.0 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.

11.0 TENDER EVALUATION AND AWARD PROCEDURE (SEE ALSO DOC. 2)

- 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 – 50%
 - 11.2.2. Price – 50%
- 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.

12.0 ACCEPTANCE OF TENDER

- 12.1. Any acceptance by Metropolitan of a Tender shall be notified to the successful Tenderer in writing by Metropolitan's in house or external solicitors (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 **27 July 2015** (or such other date to be advised) being the Effective Date and to deliver the Services in full from on or around **28 September 2015**.

13.0 THE CONTRACT

- 13.1. Every Tender received by 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.

14.0 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-contractors 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.

15.0 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. The Cost Model includes a section for Pre-Commencement Costs which incorporates any TUPE cost implications.
- 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, in the event that there are any, the incumbent contractor'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-contractors 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. Scale and location of staff subject to TUPE. Although previously documented in the PQQ and clarification questions for the benefit of all Tenderers the following is confirmation of the TUPE scale and scope correct at the issue of this ITT.
- 15.10. Metropolitan first and second line teams plus the present incumbent third party believe the following staff to be in scope of a TUPE transfer. These teams currently comprise both Metropolitan permanent and fixed term staff (who are considered in scope for TUPE transfer) and individual contractors (who are not considered to be in scope for TUPE).

15.11. 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.

15.12. Current staffing levels within each team are as follows:-

Team	Number In Scope for TUPE
Incumbent Contractor – Kier	23
Incumbent Gas Contractor – Aaron	To Be Advised
Existing Metropolitan Repairs Officers & Call Centre Staff	To Be Advised

16.0 **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).

17.0 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.

18.0 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.

19.0 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: 50%

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.

Each score for a response to a technical question will be multiplied by the relevant sub-weighting to arrive at a weighted score. 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 50% weighting for technical. A Tender achieving a total weighted score of 250 points will be awarded 25% for technical and so on.

Scoring, Clarification and Score Consolidation Processes

Metropolitan has established an Assessment Panel which will undertake the scoring of tenderers Written Tender Proposals. Upon receipt of tender submissions, Metropolitan will issue the relevant sections of the received tenders to Assessment Panel members for their review.

Metropolitan will then arrange for the Assessment Panel to undertake a Tender Clarification Meeting with each of the Service Providers who submitted a tender. Metropolitan will use these meetings to test the qualitative proposals within tender submissions. In this way, each Service Provider's offer through their Written Tender Proposals can be reviewed at the clarification meetings to ensure that the required services and works can be delivered in a timely manner and to the required standards.

At the conclusion of the clarification meeting the Assessment Panel members will then allocate scores to each question within each section of the Service Providers written tender proposals. Each question will be scored out of 10 points and then the weighting identified for each question will be applied to produce an overall score out of 50, to provide the 50% weighting for quality submissions.

Clarification Visits

Subject to the scoring outcome, Metropolitan reserves the right to add in a further two stages to the clarification process – office and site visits. It is not intended at this stage that these will be required, however Service Providers should note the possibility that they might occur.

Office Clarification Visit

In the event that an office clarification visit was required, the Assessment Panel would want to visit the office (or depot) that would be the potential Service Provider's operational base (or one similar to the one the tenderer intends to establish, if they are awarded a Contract). Office details would be requested as soon as the intention to undertake visits was established.

At the visit, the Assessment Panel would consider the tenderers proposals and seek clarifications in respect of relevant sections within the Written Tender Submission.

Site Clarification Visit

In the event that a site clarification visit was required, the Assessment Panel would want to visit a site (operational contract) where similar services or works are being undertaken for another client, utilising the same approach and processes being proposed in the tender. Information in respect of suitable sites would be requested as soon as the intention to undertake site visits was established.

The Assessment Panel would again consider the tenderers proposals and seek clarifications in respect of relevant section within the Written Tender Submission.

Requirements for Tender Clarification Meetings

Service Providers are requested to arrange for the clarification meeting to be attended by those members of their management team who will be involved with the day-to-day operation of the works or services, or personnel with similar experience within their organisation, if the former have not been identified. Metropolitan will not expect to be

meeting representatives of the tenderer's Marketing or Business Development Teams. This requirement is considered to be of great importance and tenderers are advised to approach the Clarification Meeting accordingly.

Tender Cost Scoring

On completion of the Tender Clarification Meetings and the finalisation of quality scoring, Metropolitan will pass the Service Providers Tender Cost Models to Ark for financial analysis and scoring. This process is designed to follow the quality scoring in order to ensure that the latter is completely independent of financial tenders, which will remain secure and confidential until the quality scoring is complete.

The cost model scoring process is as set out in the Price Framework and will include the opportunity for Ark to raise any queries with tenderers in respect of the pricing or completion of the cost model.

Final Score Consolidation

At the conclusion of the tender cost assessment process, quality and cost scores will be collated by Metropolitan. Scores will then be reviewed by the Assessment Panel which will identify the most economically advantageous tender.

The Assessment Panel will then recommend a Contract award and the outcome will be reported to Metropolitan for formal approval.

Once all internal approvals have been completed (which will include Stage 2 of the S20 leaseholder consultation process), Metropolitan will contact all Service Providers which were invited to tender and advise them of the conditional contract award decision. Following completion of the required 10 day Standstill Period, Metropolitan will then confirm unconditional award of contract and enter into a Partnering Agreement (Contract) with the selected Service Provider.

Scoring of Financial Submission

The financial evaluation will be based upon all aspects of the expenditure profile in the Cost Models. Full details of what is required in the completion of the Cost Models are set out in the Price Framework. The tendered prices in the Cost Models will be assessed as a score out of 50% of the total score.

The table below indicates which elements of the cost model are scored and their relative weightings. The costs submitted for each of these elements of the tendered Cost Models will be scored individually. Each element will initially attain a score between 0 and 10. The lowest tender will receive a score of 10. The remaining tenders will then be scored on a standard deviation approach, based upon the difference between their tender and the lowest tender.

For example: if the lowest tenderer bids £20,000 for one element and another tenderer bids £25,000 for that element then the £20,000 bid will receive a score of 10 out of 10. The score for the £25,000 bid, with the price being 25% higher than the lowest tender, will reduce by 25%, therefore receiving a score of 7.5 out of 10.

In scoring the tenders, if Metropolitan or their advisors consider that a tender is abnormally low, they or their advisors will seek an explanation or further breakdown from the tenderer, in

accordance with Regulation 30 (6) of the Public Contracts Regulations. If the tenderer is able to satisfy both parties that it can deliver the works or services for the price tendered then the price will be benchmarked as set out in paragraphs 1.2 and 1.3 above. However, if the tenderer cannot satisfy Metropolitan or its advisors that it can deliver the works or services in question for the price tendered, it will be awarded a score of 0 (zero) for the element in question and the next lowest price for that element will then be used as the benchmark (assuming it too is not judged to be abnormally low).

The remainder of the tenders, higher than the benchmark tender will then be scored in respect of their deviation from the benchmark tender in the same way as described above.

For example, where Tenderer 1 is considered to have submitted a tender which Metropolitan considers abnormally low such that the works or services cannot be delivered, then scoring would be as follows:

	Tenderer 1	Tenderer 2	Tenderer 3	Tenderer 4
Value	£50,000	£100,000	£105,000	£115,000
Score	0	10	9.5	8.5

Tenderer 1: price deemed to be unrealistic and/ or unsustainable so scores 0.

Tenderer 2: price deemed to be benchmark for scoring and scores 10.

Tenderer 3: the value is 5% higher than the benchmark value and therefore tenderer 3's score is 10 less ($10 \times 5\% [0.5]$) = 9.5

Tenderer 4: the value is 15% higher than the benchmark value and therefore tenderer 4's score is 10 less ($10 \times 15\% [1.5]$) = 8.5

Tenderers should note that where any tendered figure is zero (e.g. pre-commencement costs) and is considered by Metropolitan and its advisors to be a sustainable price, then the tenderer with a zero price shall score 10 points but the next lowest tenderer shall be used for benchmarking purposes and shall also score 10 points.

The weighting of the various elements of the financial submission in the Cost Models will be as set out below:

	Element	Detail (From Tender Summary Analysis as below)	Scoring %
	Pre-Commencement Costs		
1	Pre-commencement Total Cost	Pre-Commencement Summary Cell C48	1.00%
	Responsive Repairs & Voids		
2	Responsive Repairs Net Cost	Responsive Repairs & Voids Summary Cell G19	10.00%
3	Schedule of Rates	Responsive Repairs & Voids Summary Cell G34	2.50%
4	Voids Unit Price	Responsive Repairs & Voids Summary Cell G22	4.50%
5	Dayworks	Responsive Repairs & Voids Summary Cell G 25	0.50%

Gas Service & Maintenance			
6	Communal Gas Service/Maintenance	Gas Summary Cell G18	2.50%
7	Domestic Gas Service/Maintenance	Gas Summary Cell G22	7.50%
Planned Works			
8	Kitchens	Planned Works Summary Sum of Cells G19 – G22	2.00%
9	Bathrooms	Planned Works Summary Sum of Cells G23 – G26	2.00%
10	Windows & Doors	Planned Works Summary Sum of Cells G38 - G41	2.00%
11	Electrical Works	Planned Works Summary Sum of Cells G27 – G37	2.00%
12	Heating Installations	Planned Works Summary Sum of Cells G47 – G48	1.50%
13	Roofing & External Works	Planned Works Summary Sum of Cells G42 – G46	2.00%
14	Volume Discount for Planned Works	Discount Average of Cells E15 – E20	1.50%
15	Site Overheads	Optional Site Overheads Average of Cells E15 - E24	1.00%
Overarching Costs			
16	Overhead & Profit	Central Overhead & Profit Cells E15	2.50%
17	Overall Contract Sum	Overall Summary Cell C23	5.00%
Total			50.00%

Weightings will be applied by taking the score for each tenderer out of 10 (as described above) divided by 10 x the weighting %.

For example:

- Using the scores out of 10 in 1.6 above and
- Assuming these apply to an element from the table above with a weighting of 5%, the weighted scores would be:

Tenderer 1 – $0/10 \times 5 = 0\%$

Tenderer 2 – $10/10 \times 5 = 5\%$

Tenderer 3 – $9.5/10 \times 5 = 4.75\%$

Tenderer 4 – $8.5/10 \times 5 = 4.25\%$

Note: The sums used for the assessments of cost score will be those in the Cost Model Summaries. Metropolitan will, however, consider underlying prices in the Cost Model in detail and may seek clarifications if required.

Table 2 – Summary of weightings for Written Tender Proposals

	% Weighting
1. All Service Areas	20
2. Responsive Repairs & Voids	15
3. Planned Works Programmes	15
4. Gas Servicing	10
5. Implementation & Transition	10
6. Resident Focus	10
7. TUPE, Training & Development, Employment & Skills	10
8. Performance Management & Reporting	10
TOTAL (Scores will be reduced by a factor of 2 to = 50% of 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

Table 4 – Requirements for Written Tender Proposals

<p>Please set out your proposals in respect of the following questions, if you were to be awarded the contract. Please limit your response to each question to two sides of A4 in any font but not less than 11point.</p>		
<p>All Service Areas</p>		
No	Weight	Question
1.	2%	Please detail how you will efficiently and effectively provide and manage the range of required services with quality and consistency at the forefront of service delivery. What steps will you take to ensure that the fundamental objectives of the 3 work streams (responsive repairs & voids, commercial and domestic gas servicing and planned works) will be delivered and explain how they will interrelate with each other?
2.	2%	Please set out how you will structure your team for the full range of required services. Please provide a structure chart(s) to show how this will fit within your existing organisational structure and provide an overview of key roles and responsibilities.
3.	2%	What approach will your organisation employ to ensure that the entire workforce fully adopts the vision and values of Metropolitan, including (but not limited to) delivering high levels of customer service and adapting for the individual needs of residents? Please set out the differences that will apply to each of the three service areas (responsive repairs & voids, commercial and domestic gas servicing and planned works).
4.	2%	Metropolitan is looking to award the contract to a true partner Service Provider. What is it that makes your company a true partner and ensures that you will fulfil this requirement? How will you deliver continuous improvement over the contract term with specific regard to Metropolitan’s “Our Plan” which is set out in 6.2 above and in full in Section 5 of Appendix 4 below?
5.	2%	Please explain the approach you will take to building and retaining your own workforce, as key local stakeholders in service delivery. Please set out what proportion of the value of work you anticipate will be sub-contracted for the contract and which trades or services this would cover?

<p>Responsive Repairs and Voids</p>		
6.	1%	The Metropolitan housing stock is widely dispersed in East Anglia. Under the price per property arrangement what approach will be implemented to maximise efficiency in respect of the responsive repairs service and service outcomes.
7.	1.5%	Please describe your proposed approach to the logistical management of the responsive repairs service including but not limited to operational hubs, directly employed labour, material and subcontract supply chain partners and stakeholder liaison.
8.	1%	Delivery of right first time repairs is a key requirement. Outline how you will establish your service to deliver against this requirement encompassing but not limited to inspection and execution of the works.
9.	1%	Explain your approach for ensuring that completed repairs are delivered is to a high quality. What is your approach to rectification when this is not achieved?

10.	1%	Please set out how you will deliver a successful voids programme in line with (but not limited to) the service, time and cost standards identified. How will the geographical spread of the void properties be taken into consideration.
11.	1%	Please outline how you will ensure that where subcontract supply chain partners were deployed the resident and client will see no differential in the service outcome.
12.	1%	Please describe how you will establish and manage an out of hours emergency service that will deliver in line with the service standards identified and the right first time fix requirement.

Planned Works Programmes

13.	2%	Please set out how you will deliver a successful planned programme in line with (but not limited to) the service, time and cost standards identified. How will the geographical spread of the properties impact upon planned works delivery and how will you establish operational hubs, directly employed labour, material and subcontract supply chain partners and stakeholder liaison.
14.	2%	Delivery of planned works on time, to high quality standards and defect free are key requirements. Outline how you will establish your service to deliver against these requirements? What is your approach to rectification when this is not achieved?
15.	2%	Please set out the customer journey for the planned programme and explain how you will ensure that residents and stakeholders are informed of works to be carried out within their home and their location. How will resident liaison be managed throughout a works programme?
16.	1.5%	Please outline how you will ensure that where subcontract supply chain partners are employed the resident and client will see no differential in the service outcome.

Gas Servicing

17.	1%	The 3* gas service for domestic installations covers a geographically dispersed stock in East Anglia. What approach will be implemented in view of this to maximise efficiency and service outcomes achieving and maintain 100% compliance.
18.	1%	Describe your proposed approach for the logistical management of the commercial and domestic gas responsive repairs (with particular reference to winter periods) to ensure systems are maintained and residents not left without service including (but not limited to) operational hubs, temporary plant and/or alternative heating and hot water solutions, material and subcontract supply chain partners and stakeholder liaison.
19.	1%	Delivery of right first time commercial and domestic gas repairs and servicing is a key requirement. Please outline how you will establish your service to deliver against this requirement and to ensure that the product delivered is to a high quality. What is your approach for rectification when this is not achieved?

20.	1%	Please outline how you will ensure that where subcontract supply chain partners are deployed the resident and client would see no differential in the service outcome.
21.	1%	Please describe how you will establish and manage an out of hours emergency service that will deliver in line with the gas service standards identified and the first time fix requirement.

Implementation and Transition

22.	2%	Please set out your mobilisation plan for starting a new contract on 28 th September 2015, in the context of the timetable set out in the ITT and the Partnering Timetable (Section 5 of Document 2). Please outline any risks that could be associated with commencement of the contract on this start date.
23.	1.5%	In relation to all work streams, please identify how you will address interfacing your ICT systems and associated working methods with the Clients own systems, in accordance with the requirements set out in the ITT.
24.	1.5%	Set out details of the office or depot from which you will operate for the contract services, if awarded, and the infrastructure that supports it. If the option to co-locate with Metropolitan at Cambridge was offered, what benefits would be delivered.

Resident Focus

25.	2%	How will you add value by engaging with residents and stakeholders in delivering the contract? In what ways would you expect this to develop over the longer term?
26.	1.5%	Please set out how you would deal with resident confidentiality and the safeguarding requirements in the contract?
27.	1.5%	Please describe your approach to tailoring the service to be most suitable for the diverse nature of the Metropolitan residents, i.e. where English is not the first language of the household or residents are vulnerable.

TUPE, Training and development, Employment & Skills

28.	2.5%	Please detail your experience of TUPE transfers and outline how you will practically implement the potential transfer in this contract. Please set out how you would mitigate the risk in the event of a significant reduction in transferring employees from the original TUPE list.
29.	2.5%	Please set out how you would fulfil the requirements set out in Document 2, Section 4 of this ITT where specific requirements for the appointed contractor's Employment and Skills outputs are set out, including the use of 'Metroployment'.

Performance Management and Reporting		
30.	1%	How will you establish service delivery to ensure that you will achieve or exceed the service levels in respect of the KPIs set out in the KPI Handbook? Please identify how you will manage performance within the workstreams to ensure achievement of positive outcomes and improved performance.
31.	1%	Please evidence your approach to dealing with customer complaints, how complaints can be minimised and how feedback from complaints, comments and compliments would be used to improve service delivery.
32.	1%	Metropolitan would wish to see productivity improve over time. Please explain how you will address this issue and identify in what ways you believe that positive improvement could be demonstrated.
33.	1%	What happens if something goes wrong in the delivery of services? Who in your business will take control and sort out the problem and how will they stop it happening again?
34.	1%	Please outline the steps that you will take to ensure that during the contract term you will deliver excellent performance and value for money. How will you improve productivity and the customer journey as the contract term progresses?

Stage 2: Price (50%)

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

The Price Framework provides clear guidance in respect of completing the Cost Models and explains the methodology that will be adopted for cost scoring. Service Providers should ensure that they comply in full with the instructions in respect of completing the Cost Models and the sectional totals are carried forward to the Form of Tender correctly. Metropolitan will check that this is the case for all returned tenders and any discrepancies in this respect could lead to a tender being set aside.

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

INTRODUCTION TO CUSTOMER REQUIREMENTS

SERVICES DESCRIPTION

1.1 Description of Services and Works Requirements

1.1.1 Metropolitan owns and/or manages 3,765 homes across East Anglia which includes properties in Cambridgeshire, Suffolk, Hertfordshire, Bedfordshire, Northamptonshire, Norfolk and Essex. The properties are split between the following tenures:

General Needs & Affordable Rent	2,430
Older Persons & Supported	363
Care Home	2
Shared Ownership & Leasehold	809
Market Rent/Keyworker etc	60
Other	52
Total	3,716

The stock is diverse in terms of age and property type, with a mix of modern housing and older properties dating from the 1950's and 60's. It is predominantly houses but includes a range of 3-4 storey flats. The largest single block is of 120 converted flats in Northampton.

A full schedule of the location and type of housing is included in the Appendices in Document 5.

1.1.2 Metropolitan is looking to secure a single service provider to provide the following works and services across the whole region:

- Responsive Repairs
- Works to Void Properties
- Commercial Gas servicing, certification and maintenance (from contract commencement) and Domestic Gas servicing and maintenance (potentially from April 2018)
- Planned Investment Works

The procurement programmed is designed to facilitate the commencement of the contract from 28 September 2015.

1.1.3 The approximate/anticipated values of the various works and services are identified below:

Approximate Annual Values Repair & Maintenance	£ Per Annum
Responsive Repairs	£1m
Works to Void Properties	£500K
Commercial Gas Servicing & Maintenance, plus Domestic Gas Servicing & Maintenance (potentially from Year 3)	£400k

Approximate Annual Values Planned Investment*	Indicative Annual Budget
Heating Replacements	To be advised. Subject to 2014/15 spend.
Windows and Doors	£300k
Kitchens and Bathrooms	£175K
Roofs	£240k
External Works	£75k
Electrical Works and Testing Regimes	£220k
Aids & Adaptations	£60k
Major Works	£60k
Service & Maintenance of Renewables	£25k

* Planned maintenance expenditure is at Client discretion and will vary annually.

- 1.1.4 The core service to be delivered under the contract will be the responsive repairs and voids. Planned works are expected to be added from inception, but Metropolitan may vary the extent of planned works each year and makes no guarantee about any volume or type of planned works to be delivered under the contract.
- 1.1.5 This ITT includes details of all works and services requirements, stock data and works and services specifications. The data is intended to be indicative of the values of works and services; however Metropolitan makes no guarantees in respect of the overall value of any contract that results from this tender process.

More comprehensive details of service and works requirements are contained in Section 1 of Document 2.

Appendix 3: Contract Conditions

Tenderers are advised that the draft Contract Form is issued as an Appendix and should be considered in full prior to submission of tenders.

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. Priced Cost Model in Excel Format;
5. Continuous Improvement Schedule – Not required
6. Parent Company Guarantee Undertaking;
7. Tenderer's Response to Written Tender Proposals
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 responsive repairs and voids, gas servicing and maintenance and planned investment works ("the Services/Works") and in consideration of your considering this Tender hereby offer and undertake to
 - 1.1. Provide the Services/Works 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/Works 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.

TENDER SUM IN WORDS (Tenderers Should Enter Here the Tender Sum from the Overall Summary in the Cost Model)	TENDER SUM IN NUMBERS *

***The sum above must be the same as the Tender Sum in the Overall Summary**

NOTE:

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

Dated this _____ day of _____ 2015

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: COST MODEL

Tenderers should read this ITT and the Contract in full before completing the Cost Model and are particularly, but not exclusively, referred to the Price Framework for guidance in respect of completing the Cost Model and the terms for reimbursement of contract costs.

Tenderers are required to complete the Cost Model in full and to append an Excel File of the completed Cost Model with their tender return.

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 Cost Models.

Tenderers are to note the following:

Cost Model

- Tenderers must complete the Cost Model in full where indicated and must transfer the summary cost to the Form of Tender as indicated.
- There will be no automatic right to annual cost indexation and Tenderers must assume efficiency savings over the contract term which lead to a reduced pricing model over this period.

Section 5: Continuous Improvement

Metropolitan – Our Plan – 3 Strands, 5 Principles, 7 Measures

Introduction

Since we started our turnaround in 2012 we've made a lot of progress.

Our finances are much stronger and we're doing much better on the basics, like collecting rent, keeping our customers safe and dealing with complaints. Our regulator, the Homes and Communities Agency (HCA), has recognised that we are a better run organisation, upgrading our governance rating from G3 to G2.

We've still got work to do but we're now in a position to think about the future, beyond turnaround, and set out our strategy. This Plan summarises the key aspects of that strategy. It sets out the **three strands** of what we are trying to achieve over the next three years; the **five principles** that underpin all of this – the things we care about; and the **seven measures** that we'll use to track our progress.

For the first time this year one of the measures we're tracking is the extent that we facilitate greater independence. This will include things like people moving out of intensive support and people gaining an accredited qualification.

What we're setting out here is an ambitious and exciting agenda that I believe sets us apart.

Three Strands	
01	Completing the turnaround - This strand is about completing the turnaround of the business.
02	A high performing organisation - Once we've completed our turnaround programme we need to be more than a steady performer – we need to be one of the best performers among our peer group. That's what this strand is about.
03	Working to one agenda – independence - Our third strand is about ensuring that all of our work – all of our services and products, everything we do – is focused on a single goal: facilitating greater independence for our customers.

At the start of 2014 we began a piece of work to find out what people across Metropolitan felt was the essence of our organisation. From that we have developed five principles – the things we care about – to guide everything we do and how we work together.

Five Principles	
01	Ambitious for our customers, our people, our company - We demand better. We create environments where people can think independently and act accordingly, taking ownership and making things happen.
02	We do what we say, we say it how it is - Simple and straightforward are our watchwords. When we say we are going to do something we do it. We roll our sleeves up and get on with it. We speak the truth as we see it, saying how it is. People will trust us. Trust breeds trust.

03	Re-thinking to make a difference - We're restless, we don't stand still. We're passionate about delivering positive change through new and better ways of thinking. We challenge ourselves to think differently and we challenge the status quo. We always want to do better.
04	We won't walk by - We don't tolerate mediocrity. OK is not good enough. When something's not right we speak up, we don't walk by. The pursuit of excellence inspires and drives us. But where we see good, we notice, appreciate and celebrate it.
05	Social value through commercial strength - We're unashamedly commercially minded. It's not just all right to be commercial it's essential. Being commercial helps us build more houses and invest more in helping people live independent lives. With a commercial pride comes the courage to make the right decisions.

We'll be tracking our progress in a number of areas. The following seven are those which best help us to check on the health of the business.

Seven Measures	
01	Independence steps - The number of independence steps we facilitate for customers
02	Rent arrears - Reducing the percentage of income owed to us
03	Operating Margin - A key measure of our profitability; the higher the margin the healthier our finances
04	First time fixes - The number of right first time repairs
05	Care and Support financial contribution
06	New homes - The number of new homes completed
07	Jobs - The number of customers supported into employment

SECTION 6: PARENT COMPANY GUARANTEE UNDERTAKING

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

1. In consideration of Metropolitan Housing Trust inviting []¹ to tender and payment by Metropolitan Housing Trust of the sum of one pound (£1.00) the receipt of which is hereby acknowledged we hereby enter into this Parent Company Guarantee Undertaking.

2. We, []² hereby irrevocably and unconditionally promise and undertake that in the event of the Tender submitted by []¹ being accepted by Metropolitan Housing Trust in accordance with the Tender and the Instructions to Tenderers and, if requested to do so by Metropolitan Housing Trust we shall forthwith upon request properly execute and deliver to Metropolitan Housing Trust a Parent Company Guarantee in the form attached hereto and subject to the insertion of such details and the making of such revisions as Metropolitan Housing Trust may reasonably require in the light of the terms and the nature and the effect of the contract constituted by Metropolitan Housing Trust's said acceptance.

Dated this day of []

EXECUTED as a Deed by)
[]² by [a Director)
and its Secretary] or [two)
Directors]) Director

.....
Director/Secretary

¹ Insert name of Tenderer
² Insert name of ultimate holding company

DATED

[Month] 20[]

[Name of Tenderer]

and

METROPOLITAN HOUSING TRUST

GUARANTEE

THIS DEED is made the _____ day of _____ 201[]

BETWEEN:-

- (1) [_____] ("The Guarantor") of [_____].
- (2) [_____] of [_____] ("The Housing Trust").

WHEREAS:-

- (A) The Housing Trust and [_____] ("the Contractor") have entered into a binding agreement of even date ("the Agreement") whereby the Contractor will provide the services set out in the Agreement and upon the terms and conditions contained in the documentation issued by the Housing Trust on [Date of ITT].
- (B) The Contractor is a subsidiary company of the Guarantor.
- (C) The Guarantor by a letter dated [_____] has agreed to enter into a Deed of Guarantee and Indemnity on the following terms and conditions:-

NOW IT IS HEREBY AGREED AS FOLLOWS:

IN CONSIDERATION of the sum of ONE POUND (£1.00) (receipt whereby is hereby acknowledged by the Guarantor) and in consideration of the Housing Trust's entering into the Agreement:

- (1) The Guarantor hereby unconditionally and irrevocably guarantees to the Housing Trust that if any sums are due and payable to the Housing Trust by the Contractor pursuant to the terms of the Agreement and there is any default in any payment of such sum the Guarantor shall forthwith on first demand by the Housing Trust unconditionally pay to the Housing Trust in full the monies which are due and payable to it and unpaid by the Contractor together with all costs and expenses which the Housing Trust may incur in enforcing this Guarantee.
- (2) The Guarantor hereby unconditionally and irrevocably undertakes fully and promptly to indemnify the Housing Trust against all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by the Housing Trust by reason of any default on the part of the Contractor in performing and observing the terms and conditions of the Agreement and in particular such costs and expenses as may be incurred as a result of a third party providing all or any part of the Services (as defined in the Agreement) by reason of a failure by the Contractor to provide such Services in accordance with the terms of the Agreement.
- (3) It is hereby agreed that the Housing Trust shall at all times be entitled (but not obliged) to treat the Guarantor as sole principal debtor in regard to the liability of the Guarantor PROVIDED THAT the Guarantor shall not be discharged or released from this guarantee and indemnity nor shall its liability under this guarantee and indemnity be affected or impaired by any agreement, conduct or forbearance between or afforded to the Contractor by the Housing Trust or by any alterations in the obligations imposed on the Contractor by the Agreement or by any variations agreed to the Agreement whether or not such matters are with or without the consent of the Guarantor. The Housing Trust shall not be obliged to require payment from the Contractor 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 Contractor for all liabilities, obligations and undertakings of the Contractor 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 Contractor 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 Contractor 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 Contractor prove in competition with the Housing Trust in respect of any monies owing to the Guarantor by the Contractor 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 Contractor 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

DATED

2014

[]

and -

METROPOLITAN HOUSING TRUST LIMITED

GUARANTEE

SECTION 7: TENDERER'S RESPONSE TO WRITTEN TENDER PROPOSALS

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

Tenderers are requested to respond to each question in no more than 2 sides of A4 in not less than 11 point text (excluding any attachment).

Please set out your proposals in respect of the following questions, if you were to be awarded the contract. Please limit your response to each question to two sides of A4 in any font but not less than 11point.

All Service Areas		
No	Weight	Question
1.	2%	Please detail how you will efficiently and effectively provide and manage the range of required services with quality and consistency at the forefront of service delivery. What steps will you take to ensure that the fundamental objectives of the 3 work streams (responsive repairs & voids, commercial and domestic gas servicing and planned works) will be delivered and explain how they will interrelate with each other?
2.	2%	Please set out how you will structure your team for the full range of required services. Please provide a structure chart(s) to show how this will fit within your existing organisational structure and provide an overview of key roles and responsibilities.
3.	2%	What approach will your organisation employ to ensure that the entire workforce fully adopts the vision and values of Metropolitan, including (but not limited to) delivering high levels of customer service and adapting for the individual needs of residents? Please set out the differences that will apply to each of the three service areas (responsive repairs & voids, commercial and domestic gas servicing and planned works).
4.	2%	Metropolitan is looking to award the contract to a true partner Service Provider. What is it that makes your company a true partner and ensures that you will fulfil this requirement? How will you deliver continuous improvement over the contract term with specific regard to Metropolitan's "Our Plan" which is set out in 6.2 above and in full in Section 5 of Appendix 4 below?
5.	2%	Please explain the approach you will take to building and retaining your own workforce, as key local stakeholders in service delivery. Please set out what proportion of the value of work you anticipate will be sub-contracted for the contract and which trades or services this would cover?

Responsive Repairs and Voids		
6.	1%	The Metropolitan housing stock is widely dispersed in East Anglia. Under the price per property arrangement what approach will be implemented to maximise efficiency in respect of the responsive repairs service and service outcomes.
7.	1.5%	Please describe your proposed approach to the logistical management of the responsive repairs service including but not limited to operational hubs, directly employed labour, material and subcontract supply chain partners and

		stakeholder liaison.
8.	1%	Delivery of right first time repairs is a key requirement. Outline how you will establish your service to deliver against this requirement encompassing but not limited to inspection and execution of the works.
9.	1%	Explain your approach for ensuring that completed repairs are delivered is to a high quality. What is your approach to rectification when this is not achieved?
10.	1%	Please set out how you will deliver a successful voids programme in line with (but not limited to) the service, time and cost standards identified. How will the geographical spread of the void properties be taken into consideration.
11.	1%	Please outline how you will ensure that where subcontract supply chain partners were deployed the resident and client will see no differential in the service outcome.
12.	1%	Please describe how you will establish and manage an out of hours emergency service that will deliver in line with the service standards identified and the right first time fix requirement.

Planned Works Programmes

13.	2%	Please set out how you will deliver a successful planned programme in line with (but not limited to) the service, time and cost standards identified. How will the geographical spread of the properties impact upon planned works delivery and how will you establish operational hubs, directly employed labour, material and subcontract supply chain partners and stakeholder liaison.
14.	2%	Delivery of planned works on time, to high quality standards and defect free are key requirements. Outline how you will establish your service to deliver against these requirements? What is your approach to rectification when this is not achieved?
15.	2%	Please set out the customer journey for the planned programme and explain how you will ensure that residents and stakeholders are informed of works to be carried out within their home and their location. How will resident liaison be managed throughout a works programme?
16.	1.5%	Please outline how you will ensure that where subcontract supply chain partners are employed the resident and client will see no differential in the service outcome.

Gas Servicing

17.	1%	The 3* gas service for domestic installations covers a geographically dispersed stock in East Anglia. What approach will be implemented in view of this to maximise efficiency and service outcomes achieving and maintain 100% compliance.
18.	1%	Describe your proposed approach for the logistical management of the commercial and domestic gas responsive repairs (with particular reference to

		winter periods) to ensure systems are maintained and residents not left without service including (but not limited to) operational hubs, temporary plant and/or alternative heating and hot water solutions, material and subcontract supply chain partners and stakeholder liaison.
19.	1%	Delivery of right first time commercial and domestic gas repairs and servicing is a key requirement. Please outline how you will establish your service to deliver against this requirement and to ensure that the product delivered is to a high quality. What is your approach for rectification when this is not achieved?
20.	1%	Please outline how you will ensure that where subcontract supply chain partners are deployed the resident and client would see no differential in the service outcome.
21.	1%	Please describe how you will establish and manage an out of hours emergency service that will deliver in line with the gas service standards identified and the first time fix requirement.

Implementation and Transition

22.	2%	Please set out your mobilisation plan for starting a new contract on 28 th September 2015, in the context of the timetable set out in the ITT and the Partnering Timetable (Section 5 of Document 2). Please outline any risks that could be associated with commencement of the contract on this start date.
23.	1.5%	In relation to all work streams, please identify how you will address interfacing your ICT systems and associated working methods with the Clients own systems, in accordance with the requirements set out in the ITT.
24.	1.5%	Set out details of the office or depot from which you will operate for the contract services, if awarded, and the infrastructure that supports it. If the option to co-locate with Metropolitan at Cambridge was offered, what benefits would be delivered.

Resident Focus

25.	2%	How will you add value by engaging with residents and stakeholders in delivering the contract? In what ways would you expect this to develop over the longer term?
26.	1.5%	Please set out how you would deal with resident confidentiality and the safeguarding requirements in the contract?
27.	1.5%	Please describe your approach to tailoring the service to be most suitable for the diverse nature of the Metropolitan residents, i.e. where English is not the first language of the household or residents are vulnerable.

TUPE, Training and development, Employment & Skills

28.	2.5%	Please detail your experience of TUPE transfers and outline how you will practically implement the potential transfer in this contract. Please set out how you would mitigate the risk in the event of a significant reduction in
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		transferring employees from the original TUPE list.
29.	2.5%	Please set out how you would fulfil the requirements set out in Document 2, Section 4 of this ITT where specific requirements for the appointed contractor's Employment and Skills outputs are set out, including the use of 'Metroployment'.

Performance Management and Reporting		
30.	1%	How will you establish service delivery to ensure that you will achieve or exceed the service levels in respect of the KPIs set out in the KPI Handbook? Please identify how you will manage performance within the workstreams to ensure achievement of positive outcomes and improved performance.
31.	1%	Please evidence your approach to dealing with customer complaints, how complaints can be minimised and how feedback from complaints, comments and compliments would be used to improve service delivery.
32.	1%	Metropolitan would wish to see productivity improve over time. Please explain how you will address this issue and identify in what ways you believe that positive improvement could be demonstrated.
33.	1%	What happens if something goes wrong in the delivery of services? Who in your business will take control and sort out the problem and how will they stop it happening again?
34.	1%	Please outline the steps that you will take to ensure that during the contract term you will deliver excellent performance and value for money. How will you improve productivity and the customer journey as the contract term progresses?

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 Excel Cost Model and append a copy to the tender return.	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 Written Tender Proposals 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 Supporting Information

Recruiting Metropolitan residents - Our Metroployment service provides a wide range of recruitment and training support, which responds to employers' needs by offering a pool of local, skilled Metropolitan residents. In partnership with expert providers nationwide, Metropolitan's regional job hubs ensure residents have the right skills and the confidence to succeed in an increasingly competitive market. For employers it means they have a great opportunity to recruit engaged, committed local people.

The Metroployment programme offers:

1. Highly motivated residents who are skilled, trained and ready to work;
2. Pre-screening and selection of all applicants to ensure they meet the employer's job and person specification;
3. An account manager to work closely with employers and sub-contractors, administering the sourcing of candidates;
4. Promoting vacancies at job fairs, community events and via our website;
5. Funding for pre-employment support, on-site training and up-skilling to support workforce development;
6. A commitment to helping employers fulfil their Corporate Social Responsibility agenda;

The Supplier shall propose how they will be able to assist Metroployment achieve its objectives

The Supplier is required to confirm whether they have the capability to support Metroployment by offering (providers should provide indicative numbers)

- Apprenticeships
- Work Experience
- Full and Part time employment opportunities
- Internships

METROPOLITAN EAST ANGLIA PARTNERING CONTRACT

PRICE FRAMEWORK

PRICE FRAMEWORK

CONTENTS

- 1.1 Introduction
- 1.2 Cost Model Overview
- 1.3 Pricing the Cost Model
- 1.4 Cost Model Structure
- 1.5 Operation of the Contract – Payments and Financial Controls
- 1.6 Price Change
- 1.7 Incentivisation

1.1 Introduction

1.1.1 Metropolitan has 3,716 units of stock in the East Anglia Region, comprising 226 rooms (including bedspaces), 1,440 flats (including maisonettes, 2,031 houses (including bungalows) and 19 miscellaneous units (clubrooms, garages and offices). These units cover a range of tenures and there are 2,862 units that fall within the contract – 224 rooms, 991 flats and 1,647 houses. In addition, there are communal areas to units both within and outside of the 2,862, which total 1,664. This calculation includes rooms, maisonettes and flats and it includes communal areas associated with 414 units where there is no unit maintenance responsibility due to their tenure.

1.1.2 Metropolitan is seeking to procure a contract for:

- Responsive repairs and voids
- Commercial gas servicing and repair

with the ability to add other works as required:

- Domestic gas servicing and repair (from the conclusion of the existing contract in 2018, or at any other time deemed appropriate by Metropolitan)
- Planned works as scheduled in Documents 1 and 2 of the ITT

The contract will also include prices for other services which may or may not be required, including:

- A call centre
- Asbestos survey and removal
- Handyperson provision
- Works carried out under dayworks

This Price Framework sets out how these services and works have been scheduled and how tenderers should price them. This document should be read in conjunction with the Tender Cost Model – as this is the document to be priced by tenderers (See ITT Document 3, an Excel Workbook).

1.1.3 The responsive repairs and void elements of the contract are being procured on an Annual Price Per Property (PPP) and Price Per Void (PPV) basis. The schedule appended to this document defines the exclusions (a definitive list) and inclusions (an indicative list) in respect of the PPP. The Metropolitan Core Voids Standard in the main ITT Appendices defines works required in respect of void properties.

1.1.4 The PPP and PPV apply to Metropolitan's rented stock (i.e. houses/bungalows in all respects and to individual rooms, flats and maisonettes (internally and external elements specific to each dwelling)); repairs to any common areas or externally to buildings with multiple tenancies and/or leases are excluded from the PPV/PPV.

1.1.5 Where repair works fall outside of the PPP or PPV structure or are exclusions, then the cost of these will be reimbursed through orders placed under the NHF Repairs Schedule of Rates Version 6.1, which is again included in the ITT Appendices.

- 1.1.6 Metropolitan has an ongoing current contract for domestic gas servicing and repairs, which is expected to continue until March 2018.
- 1.1.7 However, the Commercial Gas installations in schemes in the contract area fall outside of that contract and these will be included in this new contract from its commencement in September 2015. The Commercial installations servicing and maintenance works are covered by a schedule of rates.
- 1.1.8 At present, it is anticipated that the domestic gas servicing and repairs will be added to the contract in 2018 - however this is not guaranteed. Metropolitan therefore requires tenderers to price this service within the tender and the relevant tenderers rates and prices will be reviewed alongside all other tender elements; on the basis that it may be added to the contract in 2018 or at any other time deemed appropriate by Metropolitan. The domestic gas servicing and repairs is to be priced on the basis of a 3* service. In situations where works fall outside of the 3* service package, then these would be covered by the NHF Repairs SOR V6.1.
- 1.1.9 Planned elemental works will be ordered on an annual basis, subject to the investment requirements and budgets relating to the various scheduled components. Metropolitan cannot therefore guarantee a continuous programme in respect of any of the scheduled components or indeed any planned works programme. Tenderers must allow for this in their pricing of the planned works.
- 1.1.10 Some elements of planned works are covered by schedules of basket rates, such as a standard kitchen or bathroom replacement, whilst others consist of schedules of rates from which required works would be selected. In situations where works fall outside of the identified schedules, then these would be covered by the NHF Repairs SOR V6.1.
- 1.1.11 Metropolitan reserves the right to supply materials for any or all works or services under the contract, although this is more likely to be applied to major components for planned works. One of the features of the Cost Model is the requirement that material costs will all be extracted and shown separately. Where Metropolitan does not supply materials, then the Service Provider will supply them in the normal manner. Metropolitan however expects to pay for materials, whether supplied by Metropolitan or the Service Provider, at net cost after rebate and as such the Service Providers profit and overhead allowances need to be structured to be calculated on costs which exclude material costs but set at levels sufficient to allow for the management of materials, whether procured by the Service Provider or Metropolitan. This will include all ordering, delivery, handling, storage and associated costs.
- 1.1.12 The Cost Model will require the Tenderer to price rates or sums on an open book basis. This will allow detailed analysis to be undertaken during the tender assessment period and provide other data for analysis post contract.
- 1.1.13 Once the contract has commenced these rates and sums will be fixed and can only be adjusted by the processes identified in this Price Framework.

1.2.1 Cost Model Overview

- 1.2.1 The Cost Model is in the form of an Excel Workbook, which is a discrete Document appended to this ITT. It consists of individual worksheets which are detailed below.

The workbook is designed to facilitate the pricing of all tendered works in a clear and straightforward manner. Where a worksheet tab is highlighted in yellow there are cells into which tenderers should enter data or values; where tabs are not highlighted in yellow then these worksheets provide instruction, information or calculated summaries.

1.2.2 The workbook is designed to incorporate a wide variety of automatic calculations and tenderers must not under any circumstances alter any cell formulae or worksheet structures. In the event of any query in respect of the workbook or its automatic calculations, then these should be raised as tender queries through the stipulated process.

1.2.3 Tenderers are required to return a fully completed Cost Model (Excel Workbook) with their tender, where the Overall Tender Summary must correspond to the sum in the Form of Tender. Tenders will be invalid where:

- The 'Overall Tender Summary' in the Cost Model does not match the Sum on the Form of Tender
- The Cost Model is incomplete
- The tenderer has amended or adjusted any of the formulae in the Cost Model

1.2.4 The following explanation is provided in order to guide tenderers through completion of the Cost Model up to the calculation of the 'Overall Tender Summary', from which the Overall Total is to be transferred to the Form of Tender prior to submission.

1.3 Tender Pricing Principles

1.3.1 Pre-Commencement Costs

A separate worksheet has been included in the cost model to allow the Tenderer to insert and include any pre-commencement costs that they may require reimbursing by Metropolitan. These costs are those which will occur as one off mobilisation or set up costs which will not re-occur during the operation of the contract. These may include such things as:

- IT development and implementation
- TUPE
- Initial training costs
- Vehicle Fleet and Branding

Some specific example headings have been included on the page for pre-commencement costs but it will be the responsibility of the Tenderer to insert whatever headings and costs are required, if any. During the tender analysis stage the Tenderer hereby agrees that they will, upon request, supply a detailed build up with any supporting information required by Metropolitan to enable proper analysis of the amount tendered.

1.3.2 Materials

Metropolitan reserves the right to pay for some or all of the materials separately and not purchase them via the Service Provider. If Metropolitan decides to purchase them direct they may use a selected consortium or approved E-procurement system.

This will involve the Service Provider ordering the required materials on line from an approved catalogue of items, taking delivery and managing the process overall. Metropolitan will then pay for the materials directly to the appropriate suppliers.

If Metropolitan decides that the Service Provider purchases materials direct, only the net cost after any discounts and rebates will be charged to Metropolitan.

The values inserted in the cost models for central office overheads and profit will generally be calculated on costs which exclude the cost of materials. These values will thereafter need to be sufficient to cover the Service Providers costs in managing all materials for the contract, however purchased.

1.3.3 Central Office Overheads and Profit

Central Office Overheads and Profit will be calculated in the cost model as a percentage (to be inserted as a combined percentage in the Central Overheads and Profit sheet). This single percentage will apply to whatever value of works is carried out.

The percentage is applied to the following:

- Service tasks excluding material costs
- Site overheads excluding material costs

The cost model develops the unit prices into fixed unit prices where appropriate. Overhead and Profit form part of this fixed unit price.

1.3.4 Site Overheads on Repairs & Voids and Gas Services

Site overheads for responsive repairs, void works and commercial and domestic gas services must be included in the build-up of labour and plant costs.

1.3.5 Site Overheads for Planned Works

With the planned works it is not possible to identify what annual value of works, if any, will arise and as such the cost models for each separate element of work have been structured to allow for this. Site overheads will therefore be determined across the whole of any annual planned works programme and the tenderer is required to price site overheads as a percentage for staffing annual volumes of work.

1.3.6 Property Archetypes

Metropolitan has established three distinct property archetypes as follows for the PPP/PPV tenders:

- Room
- Flat (including Maisonette)
- House (including Bungalow)

A breakdown of accommodation in East Anglia is provided in the ITT Appendices.

No other property types are envisaged but if they do occur post tender then the Service Provider will put forward a detailed business case for a new rate and will be obliged to provide all details in the build-up of that rate to Metropolitan or Metropolitan's representatives to enable a new PPP/PPV to be agreed.

1.3.7 Annual Price Per Property

The annual PPP for each property type will, at tender stage, be built up in an open book way to allow for the tender analysis to be properly undertaken. The annual fixed price will include the cost of materials which will be reimbursed on a net cost basis (after rebates) where supplied by the Service Provider, or be excluded if they are paid directly by Metropolitan.

The unit price will therefore include fixed price allowances for the following:

1. Labour, including subcontract labour
2. Materials
3. Plant and equipment
4. Site overheads
5. Central Office Overheads and Profit

The total annual fixed price (i.e. unit annual PPPs x no. of units) built up in the Service Providers cost model will be an annual lump sum to be paid for the responsive repairs service for tenanted units.

Tenderers are to price the PPP in the Cost Model in order to determine the tendered annual fixed price. In the Cost Model tenderers are to price all shaded yellow cells in the relevant worksheets. For each property type Tenderers are required to determine and insert annual unit prices for:

- Labour (including subcontract labour)
- Materials
- Plant and Equipment
- Site Overheads

The worksheet will calculate the tenderers overheads and profit based upon the percentage inserted by the tenderer in the shaded yellow cell in the Central Overheads and Profit worksheet. The worksheet calculates central office overheads and profit based upon all net costs, excluding materials, multiplied by the percentage inserted in the Central Overheads and Profit worksheet.

The worksheet already includes a number of units for each property type (believed to be the correct number of each type which the Service Provider will need to maintain). In turn the worksheet calculates the total annual cost for each property type and overall, which is then carried forward to the Annual Repairs & Voids Summary Sheet.

1.3.8 Numbers of Properties –

The following analysis details the number of properties included within the Contract, and indicates the number of properties for which the repairs Price Per Property is to be utilised.

Total number Properties in Stock Schedule	3716
Properties to which PPP applies (tenanted homes)	2862
Properties excluded from PPP (leasehold or other)	854

A more detailed stock analysis is provided at Tab 38 in the Cost Model.

1.3.9 Numbers of repairs - Explanation of Repairs Frequency Calculation

Metropolitan has provided a data set for 3,716 units of stock in the East Anglia region. This has been split into units for which the price per property will apply (houses, flats and rooms) and a number of units with communal areas (bedspaces, flats and rooms).

By calculation these data sets are 2,862 PPP units and 1,664 units with common or communal spaces. This calculation is shown in detail on Tab 38.

Using data from 8 months between June 2014 and January 2015, Metropolitan has identified 8,424 repairs by trade. The trades which fall outside of the general responsive repair categories have been excluded, which leaves 6,689 repairs for the 8 month period – equating to 10,034 for a full year.

It is assumed that annually there is one communal repair for each unit with a communal area, which is 1,664 repairs. The balance of the 10,034 is then related to units receiving repairs under the PPP – a balance of 8,368 repairs and an average of 2.92 per unit.

Calculations have also been made, based upon the repairs categories, of the frequency of each type of repair, which is set out in Tab 38.

Based upon an 8 month voids dataset, potential annual frequencies have been calculated for each property archetype.

As set out in the Price Framework, works to communal areas and other non-residential units will be undertaken against the V6.1 SOR.

These calculations have been produced to provide an indication of the nature and extent of works under the repairs and voids obligations. Metropolitan cannot guarantee any frequency or distribution of repairs and voids and cannot be held in any way liable for any subsequent assumptions by tendering Service Providers

The Service provider is expected to carry a tolerance in terms of repairs numbers of + or – 15% (with “a repair” being as defined above). Where the variance of actual repairs numbers is greater or less than 15% from 8,368, the Metropolitan will consider an adjustment to the Price Per Property rate, at the end of a financial year (end of March) subject to receipt of a full commercial business case. Any resulting adjustment to the Price Per Property will take effect from the commencement of the next Financial Year, backdated to 1 April.

1.3.10 Definition of a Repair

The annual PPP is to include all repair works required to a property except those noted as:

- Repairs resulting from vandalism or other crime -
- Rechargeable
- Exclusions

Tenderers should note that there are no payments for abortive calls.

A repair may involve a number of jobs, repairs or attempted repairs. One repair is defined as anything that comes underneath a unique reference number. This may include multiple lines, multiple visits, and may encompass a number of trades. Metropolitan will not deliberately put numerous and separately distinct jobs under one job reference number, where numerous is defined as and/or; over 5 (five) jobs, unrelated trades, with different priorities.

Where a resident reports two (2) separate and distinct jobs, i.e. unrelated trades and/or different priorities, then this will count as two (2) repairs. This will be achieved either by:

- (i) The Service Provider raising two separate job tickets at the outset or
- (ii) The Service Provider raising a second job ticket.

For the avoidance of doubt, one (1) repair raised that requires several trades to effectively complete will still count as one (1) repair. This is currently the process Metropolitan use to log repairs and therefore the historical data provided as part of this tender documentation reflects repairs under this definition. Where a return visit is required, (e.g. due to materials requirements) this will not normally count as a second repair.

Repairs as a result of Vandalism or Other Crime – Repairs as a result of vandalism or other crimes are to be excluded from the unit rate. A crime reference number will be required from the tenant before the repair can take place. Where a crime reference number is not provided, the Service Provider would initially only be expected to make safe the damage. Once a crime reference number is provided, a new repair will be logged to enable the repair work to be carried out. As a responsible social landlord, Metropolitan will undertake investigations and take action where appropriate into persistent acts of vandalism and crime. The cost of these works will be established using the schedule of rates, included in the cost model and will be paid additional to the unit rates.

Exclusions from PPP – Where a repair results in works being carried out which are “excluded” from the PPP, then the original job ticket will be cancelled and the visit will not count as a repair. The cost of these works will be established using the schedule of rates included in the cost model and will be paid additional to the unit rates.

Rechargeable Repairs – The Service Provider will only undertake a rechargeable repair where either Metropolitan or the tenant has agreed to make payment. The Service Provider will be responsible within the unit cost pricing costs for carrying out

the visit. Where a job ticket is raised that identifies the job as being rechargeable, this will not count as a repair. Rechargeable repairs will be logged as such by the Call Centre. If an operative attends a repair and diagnoses it to be a rechargeable repair, the operative must inform the tenant, in the required format, that they are unable to carry out the repair as it does not reflect what has been ordered. The operative must then report back to the Service Provider and Metropolitan. The repair will only be made safe by the operative if it posed a Health and Safety threat. A new repair would only be raised if an agreement with the tenant or Metropolitan to pay was reached. Rechargeable repairs will be charged by the Service Provider on the basis of rates included in the cost model.

Please note that all data provided in this ITT (see Document 2) on repairs currently includes rechargeable repairs but over time it is anticipated that it will be possible to review and monitor rechargeable repairs independently.

Tenderers are to familiarise themselves with Metropolitan's Rechargeable Repairs Policy. Tenderers should note that Metropolitan only agrees to a very limited number of rechargeable repairs and this position is not expected to change.

Please note any repairs that occur in communal areas or to garages are excluded from the PPP and will be priced using the NHF Repairs Schedule of Rates version 6.1, as adjusted by the Tenderers percentage adjustment.

1.3.11 Void Properties

The appended stock schedule identifies the total number of properties managed by Metropolitan. When a property becomes void repairs covered by the PPP will not be required. It is intended not to adjust the unit rate for any properties that become void unless they become a long term void. If the property becomes a long term void both parties will review the situation and if appropriate agree that the particular property will be removed from the property list to be covered by the PPP.

1.3.12 Exclusions

The PPP is intended to capture the vast majority of required day to day works involved with the maintenance of a dwelling as opposed to all works. The table at Appendix 1 of this Price Framework provides detail of the activities that are classed as excluded from the unit price:

Where works are covered by a Schedule of Rates item, Metropolitan will accept a minimum order value of £25.00 nett of VAT. Where Schedule of Rates items are applied to Out of Hours work, this will be at the nett rate with no additional uplift allowed for the OOH response.

1.3.13 Call Centre

The cost model includes a separate sheet to allow the Service Provider to detail the annual running costs of a 24/7/365 call centre facility. All ongoing call centre running costs are to be included in the call centre sheet, for the facility to be operated 24 hours a day, 365 days a year. This is to include all recurring costs, including for any out of hours cover.

Metropolitan have not yet finalised a decision on whether calls will be handled by the Service Provider and so the pricing of the Call Centre provision by tenderers provides

and optional facility for call handling to be incorporated into the contract. This will not be at contract commencement but may be required at a future date. There is no guarantee that the Call Centre will be operated by the Service provider at any time in the future. If and when established, the annual running costs of the call centre will be as the tendered sum.

1.3.14 Voids

The cost model for the work to void properties is to apply to all tenanted property types described in the ITT across Metropolitan's East Anglia operating area. The cost model has been constructed so that the Tenderer will provide a Price Per Void (PPV) for all works required to meet the Metropolitan Core Void Standard.

The void work price will be built up in an open book way to allow proper analysis to be made during the tender analysis period and later during the contract period. The void price will include allowances for all costs associated with achievement of the Metropolitan Core Void Standard and displayed in the following categories:

1. Cost per void excluding materials
2. Materials
3. Central office overheads and profit (added automatically within the model)

Where the total cost of ensuring that the void property meets the Metropolitan Core Void Standard (including overheads and profit) exceeds £7,500 (including VAT) the void will be paid using the tendered planned unit rates, or where none apply, the NHF Repairs Schedule of Rates Version 6.1. These rates will include, where appropriate, the cost of materials. The Service Provider must gain approval from the Client before undertaking work on such high value Voids, including providing photographic evidence and proposed schedules of work.

1.3.15 Other works included within the main responsive repairs and voids works contract

It is anticipated that some additional minor supporting works will be carried out by the responsive repairs and voids contractor. These may include:

- (a) Asbestos surveys
- (b) Asbestos removal and disposal
- (c) Aids and adaptations

A separate worksheet exists for each of the asbestos elements and any Aids & Adaptations will be reimbursed through the SOR.

1.3.16 Handyperson

The cost model includes a separate worksheet (Handyperson sheet) for the pricing for the provision of a handy person service. It has not been established whether this service will be required at the beginning of the contract so this sheet will identify the Service Providers anticipated cost should Metropolitan decide to include this service from commencement or at a later date.

The Tenderer is required to build up the cost of the handy person service (for a single, multi-skilled operative). The cost will include all costs excluding material costs. Central overheads and profit are added automatically at the bottom of the sheet.

1.3.17 Gas Servicing and Repair

The cost model includes gas servicing and repair to both domestic and commercial installations. Commercial gas servicing and repair will commence in Year 1 at the proposed start date of the contract. The domestic gas servicing and repair element may commence in April 2018 once the existing contract has been completed. However there is no guarantee that Domestic Gas Servicing and Repairs will be added to this contract at that point, or at any other time.

Servicing for both elements is costed on a per unit basis, as are repairs to domestic properties. Repairs to commercial installations arising outside of the regular servicing regime will be undertaken on the basis of quotations, or dayworks for emergencies, using the rates included within the Dayworks work sheet.

The domestic gas servicing and repair works are only included for tendering purposes in the Year 1 cost summary. As such domestic gas servicing is included within the Optional Works section of the Cost Model.

1.3.18 Planned Works

There is a series of additional worksheets in the cost model for elements of planned works which Metropolitan may wish the Service Provider to carry out. It is not known at this stage what volumes of work will be commissioned, if any, in any contract year, so the cost models have been structured as follows:

- a) The elemental cost models are to be priced for a single/one off unit
- b) Items of work where there is not a measured cost model will be priced using the NHF Repairs Schedule of Rates V6.1 – but adjusted by the tenderers tendered % adjustment.
- c) Both of the above elements will be priced including the cost of materials
- d) Volume Discount and Site Overhead tables are included which the tenderers must complete to determine:
 - Discounts on the priced rates based on the volume of annual turnover
 - Additional amounts for site overheads based on the overall value of the optional planned works carried out in the year

Rates must be inclusive of all Service Providers cost including for all materials, which will be paid for at net cost, and excluding central office overheads, profit and site overheads. Where the Service Provider intends utilising subcontractors the rates must still be apportioned to the same labour, materials and plant categories.

1.3.19 Commencement Dates and Associated Matters

The contract will commence from Monday 28 September 2015 and will comprise of:

- responsive repairs and voids
- commercial gas servicing and repair
- any ancillary works (e.g. asbestos surveys or aids and adaptations)

With the ability to add other works as required:

- planned works to suit annual investment requirements
- domestic gas servicing and repair (from the conclusion of the existing contract in 2018, or at any other time deemed appropriate by Metropolitan
- call centre
- handyperson service

When pricing the Cost Model for the contract the Tenderer shall make their own allowance for the costs relevant to a commencement date of 28 September 2015. The costs will be set for the period from that commencement date until 31 March 2017, and will be used as a basis for interim payments during this term. The tendered price must be held for a contract to commence for up to 6 months from the tender return date.

Background and property data are provided in the appendices to this ITT, however Tenderers also have the opportunity to request site visits to a selection of properties and locations if considered essential. These visits will need to be arranged with Metropolitan by submitting an application through the tender period contact mechanism within Delta.

Site visits are offered to Tenderers to assist in the assessment of the tenders that they submit. Tenderers should note that following submission of the Tender they will not be able to adjust the Tender due to any lack of knowledge which would have been evident from carrying out site visits.

1.3.20 Scaffolding and access equipment

The prices submitted by the Tenderer for responsive repairs and voids are to include all scaffolding and access equipment costs up to 2 storeys. Scaffolding and access costs for the planned works are to include allowances for properties of up to 2 storeys. Scaffolding and access costs for properties over 2 storeys in height are covered by the NHF Repairs SOR V6.1. The Service Providers standard central office overhead and profit percentages will apply to the sub-contractors price.

1.4 Cost Model Structure

1.4.1 The Cost Model Excel Workbook consists of 39 separate worksheets (Tabs). Of these 27 are coloured yellow and require data to be inserted by the tenderer and the remaining 12 provide information or summaries. Each worksheet is described below, in the order that they are arranged in the worksheet tabs (left to right).

1.4.2 Tab 1. Cost Model Cover (Yellow)

This identifies the tendered works and provides a yellow highlighted cell for tenderers to enter their business name, which will automatically be copied to each worksheet.

1.4.3 Tab 2. Instructions

This provides further guidance in the completion of the Workbook and should be read carefully.

1.4.4 **Tab 3. Overall Tender Summary**

This brings together the individual summary costs from the Pre-commencement Summary, the Repairs and Voids Summary, the Planned Works Summary and the Gas Service Summary. It then provides an Overall Total, which is the Tender Sum to be transferred to the Form of Tender.

1.4.5 **Tab 4. Pre-commencement Summary (Yellow)**

This is a worksheet to be completed by tenderers with a detailed schedule of any pre-commencement costs. Tenderers should enter a cost heading and amount for each individual pre-commencement element for which reimbursement is required, together with any explanatory notes. Overheads and Profit are added automatically (see below) and then the total will be automatically transferred to the Overall Summary.

1.4.6 **Tab 5. Central Overheads and Profit (Yellow)**

Tenderers should enter a single combined percentage for central overheads and profit in the yellow cell, which will then be applied automatically throughout the cost model to labour, plant and site overheads where applicable, but not to materials costs which are taken as a nett cost throughout the Cost Model as explained herein. The worksheet automatically calculates the split of Profit for incentivisation, as explained later in this Price Framework.

1.4.7 **Tab 6. Schedule of Rates (Yellow)**

This worksheet requires tenderers to provide a percentage adjustment figure for each services and works element, which will be applied in all cases where works are to be reimbursed through the NHF Repairs SOR V6.1. This may be either a positive or negative adjustment as appropriate. Tenderers are advised that as these adjustments are against the Repairs SOR, it is anticipated that the planned works adjustment will produce lower outturn rates, consistent with those which would have resulted from the adoption of the more usual Foremaster SOR for planned works.

The worksheet contains notional tender values against each works element which are used to produce an overall SOR cost within the overall tender cost calculation.

As the standard V6.1 SOR is deemed to already include overheads and profit, this worksheet reverses the tenderers specified overhead and profit percentage out of the total cost calculations to produce a nett works cost for each element.

1.4.8 **Tab 7. Annual Repairs and Voids Summary**

This summary brings together (from Tabs 9 – 16) the Repairs PPP total, the voids PPV total, the Dayworks total, a schedule of other works and services totals (all explained below) and the Schedule of Rates total for Responsive Repairs, Voids and Aids & Adaptations from the previous worksheet. The overall total calculated in this worksheet is automatically taken to the Overall Tender Summary (Tab 3).

1.4.9 **Tab 8. PPP and PPV Summary**

This is a table of the Annual Price Per Property (PPP) and Price Per Void (PPV) costs by property archetype, both including and excluding materials. It is not data that is taken elsewhere, but is data that is provided to show the headline PPP and PPV sums (calculated in other sheets).

1.4.10 **Tab 9. Repairs Annual PPP (Yellow)**

This worksheet provides the calculation for the annual PPP for the three property archetypes (room/flat/house), broken down into labour, materials, plant and equipment and site overheads. The tenderer must insert sums in each of the yellow cells and the worksheet then automatically applies central overhead and profit to produce a PPP which is then multiplied by a fixed number of archetype units, to produce an overall PPP total for each of the three property types. There is also a calculated cost breakdown by price element. The overall PPP total is automatically transferred to the Annual Repairs and Voids Summary (Tab 7).

1.4.11 **Tab 10. Voids Annual PPV (Yellow)**

This worksheet uses the same basis as Tab 9 to calculate a unit voids cost for each of the three property types and a total annual voids cost based upon a set number of annual voids for each property type. Again, the overall voids PPV total is automatically transferred to the Annual Repairs and Voids Summary (Tab 7).

1.4.12 **Tab 11. Dayworks**

This worksheet requires tenderers to enter all in daywork rates against a specified range of trades and operatives. The sheet includes a set number of hours against individual trades, which enables a calculation of total daywork costs. Tenderers are required to enter a percentage adjustment to rates for out of hours working and the worksheet contains provisional sums for plant and subcontractors. The overall dayworks total is automatically transferred to the Annual Repairs and Voids Summary (Tab 7).

1.4.13 **Tab 12. Call Centre (Yellow)**

This worksheet requires tenderers to provide cost information in respect of the set up and annual operating costs for a Call Centre, in the event that Metropolitan were to transfer call handling for this contract from the Metropolitan Customer Contact Centre to the Service Provider. Tenderers should list each cost element and cost, the totals of which will automatically have overheads and profit added and then be transferred to the Annual Repairs and Voids Summary (Tab 7).

1.4.14 **Tab 13. Handyperson (Yellow)**

This sheet requires tenderers to insert cost elements and costs for a handyperson service (based upon a single handyperson), from which total cost with overheads and profit will be transferred to the Annual Repairs and Voids Summary (Tab 7).

1.4.15 **Tab 14. Asbestos Survey (Yellow)**

This is a schedule of rates for asbestos surveys for completion with costs which will be summarised and transferred to the Annual Repairs and Voids Summary (Tab 7), inclusive of automatic overhead and profit addition.

1.4.16 Tab 15. Asbestos Removal and Disposal (Yellow)

As with Tab 14, this is a schedule of rates for completion with costs which will be summarised and taken to the Annual Repairs and Voids Summary (Tab 7), inclusive of automatic overhead and profit addition.

1.4.17 Tab 16. Gas Summary

This summary sheet brings together the totals from the Commercial Gas Servicing and Repair and Domestic Gas Servicing and Repair sheets (Tabs 17 & 18), together with the relevant Schedule of Rates calculation from Tab 6. The overall total is transferred automatically to the Overall Tender Summary (Tab 3).

1.4.18 Tab 17. Commercial Gas Servicing and Repair (Yellow)

This worksheet requires tenderers to price the services and repairs to the scheduled commercial installations, broken down between labour, plant and equipment and materials. Overheads and profit will be automatically added and the overall calculated total cost will be transferred to the Gas Summary (Tab 16).

1.4.19 Tab 18. 3* Domestic Gas (& Other Heating) Service and Repair (Yellow)

Tenderers are required to price separately the service and repair elements of a 3* service for the scheduled heating installations. Pricing is broken down between labour, plant and materials and quantities/numbers of appliances are pre-defined to calculate total costs. Overheads and profit are added to the computed total cost, which is transferred automatically to the Gas Summary (Tab 16).

1.4.20 Tab 19. Planned Work Summary

This summary brings together the various elements of planned works pricing from individual component worksheets (Tabs 22 – 35). The worksheets are priced without site overheads and the summary sheet allows for a calculation of site overheads against an annual programme, such that the site overhead recovery is appropriate to the overall value of planned works orders issued on an annual basis. There is a separate worksheet (Tab 20) for tenderers to enter variable site overhead percentages.

For works to kitchens, bathrooms and rewires costs are brought into the summary sheet on a unit cost basis and frequencies are applied within this sheet. For electrical condition testing and the balance of components scheduled thereafter, the costs transferred in are total costs for a basket of works and are identified as a composite unit cost. The sub total of all nett costs (excluding materials) is then adjusted for the appropriate level of site overheads.

That total is then in turn adjusted for the volume discount brought in from the appropriate worksheet (Tab 21) and finally overheads and profit are added. Finally the sheet includes the Planned Works SOR total (calculated in Tab 6) and calculates

the total planned cost which is then transferred automatically to the Overall Tender Summary (Tab 3).

1.4.21 Tab 20. Planned Site Overheads (Yellow)

This worksheet requires the tenderer to specify a range of site overhead percentage adjustments in respect of bands of overall annual planned works programme values. It is anticipated that as actual values increase, if Metropolitan commit a greater order value, then economies of scale will reduce the site overhead percentage. These percentages are scored in the tender analysis and used to calculate the overall planned tender cost in Tab 19.

1.4.22 Tab 21. Volume Discount (Yellow)

This worksheet requires the tenderer to specify a range of discount percentage adjustments in respect of bands of overall annual planned works programme values. It is anticipated that as annual values of planned works increase economies of scale will increase the discount percentage. These percentages are scored in the tender analysis and used to calculate the overall planned tender cost in Tab 19.

1.4.23 Tab 22. Kitchens (Yellow)

This worksheet requires tenderers to price schedules of rates for kitchens of three different sizes, nett of site overheads, broken down between labour, plant and materials. The three kitchen unit rates are then transferred to the Planned Works Summary where unit numbers are applied and other costs added as explained at Tab 17.

1.4.24 Tab 23. Bathrooms (Yellow)

This worksheet requires tenderers to price schedules of rates for three bathroom options, broken down between labour, plant and materials. The resulting bathroom unit rates are taken to the Planned Works Summary (Tab 17) and applied in the same manner as kitchen rates above.

1.4.25 Tab 24. Kitchen and Bathroom Variations (Yellow)

This worksheet requires tenderers to price two schedules of rates, one for each of kitchen and bathroom variations, broken down between labour, plant and materials. The totals from each are transferred to the Planned Works Summary (Tab 17) and adjusted as per kitchens.

1.4.26 Tab 25. Electrical Services (Yellow)

This worksheet requires tenderers to price ten schedules of rates for various electrical rewiring options relating to property size and type. The totals from each schedule are transferred to the Planned Works Summary (Tab 17) and adjusted as per kitchens.

1.4.27 Tab 26. Electrical Installation Condition Reports (Yellow)

This worksheet requires tenderers to price a schedule of rates for electrical installation condition inspections and reporting, together with a small schedule of additional items for electrical works. The worksheet provides quantities for each rate and calculates an overall cost, which is transferred automatically to the Planned Works Summary (Tab 17).

1.4.28 Tab 27. Window and Door Preambles

This worksheet provides an explanation as to how window measurements are applied in the Cost Model and is for information only.

1.4.29 Tab 28. Windows Summary

This worksheet brings together unit rates from 18 window archetype prices in the relevant worksheet (Tab 29) and applies frequencies to each to calculate an overall windows cost. This total cost is automatically transferred to the Planned Works Summary (Tab 17).

1.4.30 Tab 29. Windows (Yellow)

This worksheet requires tenderers to provide a build-up of costs for a range of sizes in each of the 18 window archetypes, broken down between labour, plant and materials. The average unit cost for each archetype is then calculated and transferred to the Windows Summary (Tab 28) where volume calculations are applied.

1.4.31 Tab 30. Front Doors (Yellow)

This worksheet requires tenderers to provide a build-up of costs for 5 front door archetypes and a small schedule of additional items. The sheet includes frequencies and calculates total cost which is then transferred to the Planned Works Summary (Tab 17).

1.4.32 Tab 31. Rear Doors (Yellow)

This worksheet allows tenderers to provide a build-up of costs for 3 rear door archetypes together with a small schedule of additional items. The sheet includes frequencies and calculates total cost which is then transferred to the Planned Works Summary (Tab 17).

1.4.33 Tab 32. Door and Window Variations (Yellow)

This worksheet consists of a schedule of variations for pricing, the total of which is calculated and carried forward to the Planned Works Summary (Tab 17).

1.4.34 Tab 33. Heating Installations (Yellow)

This worksheet requires tenderers to price a range of heating and boiler removal and replacement work options, each broken down between labour, plant and materials. Quantities are included and the sheet calculates a total cost which is transferred to the Planned Works Summary (Tab 17).

1.4.35 Tab 34. Heating Schedule of Rates (Yellow)

This worksheet requires tenderers to price a heating schedule of rates, with the total calculated cost being transferred to the Planned Works Summary (Tab 17).

1.4.36 Tab 35. Roofing and External Works (Yellow)

This worksheet requires tenderers to price a schedule of rates for roofing and assorted external works. The sheet includes quantities and calculates separate totals, each of which is transferred to the Planned Works Summary (Tab 17).

1.4.37 Tab 36. Incentivisation Model

This worksheet is provided for information only and does not require any input from tenderers. It includes three worked examples as to how the incentivisation model will work under three different performance scenarios.

1.4.38 Tab 37. Notes for Incentivisation Model

This worksheet provides an explanation of the structure of the incentivisation model for information only.

1.4.39 Tab 38. Repairs Frequency Calculations

This worksheet is an analysis of historical repairs and void data to determine the basis for the PPP and PPV calculations within the Cost Model. Properties and trades that are not applicable to the contract are excluded from the calculations in order to produce unit numbers and services or works frequencies to form the pricing basis.

1.4.40 Tab 39. Overheads Definitions

This final worksheet provides tenderers with an allocation of standard overheads split between site and office overheads for information and to ensure that all tenderers adopt a uniform approach.

1.4.41 The above explanations are intended to ensure that the intentions in respect of tenderers completing the Cost Model are absolutely clear. If tenderers have any misunderstanding having studied both the Cost Model and the Price Framework then these should be raised as soon as possible as tender queries.

1.4.42 Metropolitan reserves the right to request that the Tenderer provides any detailed backup cost information to allow Metropolitan or their representatives to assess the Tenders received during the tender assessment period. Metropolitan guarantees that any information obtained will be kept confidential. The Tenderer, by submission of a tender, accepts and agrees to provide all information requested.

1.4.43 Any information provided as part of the tender assessment will be retained by Metropolitan and used to establish prices for any orders raised and will be referred to as part of any request for a price change, in the event a contract is awarded.

1.5 Operation of the Contract – Payments and Financial Controls

1.5.1 All invoices and payments will be due based upon the Service Providers Tender Sums from the Cost Model (subject to any subsequent agreed price adjustment).

1.5.2 Pre-commencement Costs

The pre-commencement costs will be paid when the Service Provider evidences the completion of each relevant pre-commencement activity, but not prior to the commencement of the contract. Those completed prior to contract commencement can be invoiced at contract commencement for payment within 30 days.

1.5.3 Responsive Repairs

The PPP for each property type will be multiplied by the number of units for each type to determine an Annual Responsive Repairs sum for a full years work. The Service Provider will invoice 1/12th of this sum at the beginning of each month, commencing at contract commencement, which will be paid by Metropolitan within 30 days.

At the beginning of Month 2 and all subsequent months, the Service Provider will invoice for any other responsive repair works raised on individual orders and where work has been completed in the preceding month. The amount to be invoiced for each order will be determined by the order route used, typically the NHF Repairs SOR, but also utilising the asbestos SOR or dayworks pricing. The invoice will be checked by Metropolitan against the other values and subject to agreement or any adjustment, paid within 30 days.

1.5.4 Voids

At the beginning of Month 2, the Service Provider will invoice for all voids which have been certified as practically complete in the preceding month, based upon the completed voids multiplied by the PPV.

If any additional void work have been ordered (e.g. exclusions or high value voids) and completed in the preceding month, then these will be invoiced based upon the order value(s) (the sum of the SORs' set out in the orders).

Metropolitan will check and validate the invoices and subsequent to agreements or adjustments, will process the payment within 30 days.

1.5.5 Call Centre

In the event that Metropolitan requires the Service Provider to provide a call centre, payment will be made on the following basis:

- Set up costs to be invoiced on commencement of the service, subject to the Service Provider demonstrating that all set up activities are complete.

- For the annual operations costs, the Service Provider is to invoice 1/12th of the annual sum at the beginning of the first month of the Call Centre operation, and then monthly thereafter.

Upon receipt of invoices Metropolitan will check and validate the amounts, and subject to any required adjustment, pay the sum due in 30 days.

1.5.6 Handypersons

In the event that Metropolitan request the Service Provider to provide a Handy Person Service, payment will be made on the basis that the Service Provider is to invoice 1/12th of the annual sum at the beginning of the first month and the monthly thereafter. Upon receipt of invoices Metropolitan will check and validate the amounts and, subject to any required adjustment, pay the sum within 30 days.

1.5.7 Asbestos Surveys, Removal and Disposal

Any requirements for asbestos surveys, removal or disposal will be raised by Metropolitan on individual orders. The costs for the completed works will be added to the monthly repairs or void invoices as described above.

In the event that any orders are raised for a program of asbestos surveys or removal and disposal works, separate from the repairs and voids process, then individual invoices for these works will be raised by the Service Provider on completion. These will be checked by Metropolitan and, subject to approval, process the payment within 30 days.

1.5.8 Commercial Gas Services and Repairs

This requirement is operational from commencement of the contract. At the beginning of Month 2, and monthly thereafter, the Service Provider will raise an invoice for all work and services completed in the preceding month. This will be checked by Metropolitan and, subject to approval, process for payment within 30 days.

1.5.9 Domestic Gas Services and Repairs

The tenderer is required to price the price the costs of the cyclical gas appliance service and repairs for all gas installations. These will be added to create an annual gas 3* servicing and repair cost. Additional heating related works are also priced and maybe ordered by Metropolitan based upon individual orders.

In the vent that Metropolitan instruct the Service Provider to undertake gas and related heating servicing and repairs, the annual domestic gas 3* servicing and repair cost will be invoiced monthly, with 1/12th of the annual cost being invoiced, at the beginning of the 1st operational month.

At the beginning of month 2, the Service Provider will invoice 1/12th of the annual cost, plus any additional charges for works or services ordered based upon other tendered rates for work completed in the preceding month. Metropolitan will check the invoice and, subject to approval, process for payment within 30 days.

1.5.10 Planned Elemental Works

Planned works are based upon a series of unit prices drawn from the cost model, supplemented by SORs' and adjusted according to the overall annual volume and value of planned work placed through the contract.

Metropolitan will raise orders for projects or programmes of work which will confirm the relevant unit price(s) (adjusted for site overheads volume discounts) based upon the estimated total annual value of work.

At the beginning of each month the Service Provider will raise an invoice for all planned work which has been certified as practically complete in the preceding month, based upon the agreed unit rates, and subject to any variations authorised by Metropolitan. In the event that that the Service Provider and Metropolitan agree to any stage payments for larger projects, the invoice shall include for any stage payments due where completion of that stage has taken place in the preceding month. Metropolitan will check the invoice and, subject to approval, process for payment within 30 days.

At the end of each financial year, the Service Provider and Metropolitan will review the actual level of planned works value completed in the year. This will be compared to the estimated values used to calculate site overheads and volume discounts. In the event that site overheads and/or volume discounts utilised to date mean that the Service Provider has been overpaid or has under recover payments due, each year's final invoice for planned work will be adjusted to reflect any under or over payment.

1.5.11 Payment Administration

1. For the avoidance of doubt, payment processing is expected to be simple in order to minimise administration for Metropolitan and the Service Provider.
2. For month one there will only be one invoice for Responsive Repairs as described above.
3. From month two there will therefore be 4 monthly invoices:
 - Responsive Repairs (including call centre costs if appropriate)
 - Completed Voids
 - Completed Commercial Gas Services and Works
 - Completed Planned Works

3. In addition, following the year end, there will be a single final account reconciliation, to agree any end of year adjustments.

1.5.12 Annual Final Accounts

The object of the Annual Final Account is to establish what the final cost to Metropolitan is and how much in total should be paid to the Service Provider. The Service Provider will calculate their assessment of the final annual cost (based upon the rates in the cost model) and put this forward for checking by Metropolitan. Metropolitan will be provided with all necessary information from the Service Provider to enable them to agree the Final account amounts. Agreement will only be based upon the PPP/PPV and any other works or services ordered under the contract, based upon tendered rates in the Cost Model. The Service Provider is to provide any information requested by Metropolitan.

1.5.13 Budget and Forecasting

It is important that each work element is closely monitored so that Metropolitan can take any appropriate programming and budgeting actions. The Service Provider is to reconcile on a monthly basis budgets for each work element and report as appropriate to Metropolitan. At appropriate times during the year the Service Provider is to assist with, where requested, preparation of annual budgets for the following year. The Service Provider is to provide data as appropriate to assist the Client during these discussions.

1.5.14 Penalties for Non-Performance

Service Providers must price the cost model on the basis that they will always meet or exceed the baseline KPI targets, set out in the ITT. Performance against KPIs will be reviewed on an annual basis (for the period 1 April to 31 March) and the outcome will impact upon the payment of the calculated profit element of the contract, in line with the incentivisation model below and as set out in the Cost Model.

1.5.15 Open Book

Metropolitan has a number of aspirations for the service, they want to:

- Put customers at the centre of a service that changes to reflect current and future needs
- Provides long lasting quality works with first time fixing of repairs which are good value for money
- Increase customer satisfaction
- Have a service that delivers excellent service and offers customers more choices and control
- Be able to demonstrate value for money on a shared understanding of the service and elimination of waste
- Maintain costs of each element in the top quartile of the sector

To assist in enabling this collaborative long term approach to be successful Metropolitan reserves the right to undertake open book reviews, so that a comprehensive understanding of cost is gained from the outset and then to

continue in the subsequent years using an agreed process. This will enable best value to be delivered in a culture of fairness, openness and transparency and builds up an atmosphere of trust rather than a negative and adversarial culture. Open book as far as Metropolitan is concerned is where all relevant costs and processes of a Service Provider are available for the Client to scrutinise and analyse.

1.5.16 Cost Management

Metropolitan need to monitor the costs of carrying out the services, check and confirm the calculation of payments and/or any deductions and identify any potential cost savings or other opportunities for obtaining best value. Metropolitan needs to fully understand the Service Providers business and in particular the Service Providers costs, its cost structure and the management of those costs, together with a full understanding of its financial and relevant business processes.

This will involve a thorough understanding of:

- The Service Providers costs
- The Service Providers cost management systems
- The key cost drivers in the Service Providers business
- What affects the Service Providers costs and how Metropolitan's actions can affect the costs of the Service Provider

All transfers between cost centres or different parts of the organisation(s) need to be fully understood as to what will be applicable to the Metropolitan contract and how they will be applied during the operation of the contract. The costs to be scrutinised are:

- Labour, including subcontractors
- Plant and equipment
- Materials
- Site overheads
- Central Office Overheads
- Profit

The Service Provider is to maintain detailed records of costs incurred in delivering the service and implement processes to review costs at regular intervals to ensure that they continue to be representative, that risks have been addressed and best value is being achieved.

1.5.17 Quarterly & Annual Reviews

Metropolitan and the Service Provider will review information on a quarterly basis as part of the Core Group meetings where the implementation of potential savings or variations can be agreed. To enable these reviews to

take place the Service Provider is to provide access to any records or information as reasonably required by Metropolitan or its advisers and undertakes to provide whatever access is needed to its records and systems for any open book audit to be undertaken.

Metropolitan wants to develop a long and productive relationship with the Service Provider and by operating in an open book manner it is hoped that this is beneficial to both Metropolitan and the Service Provider.

Following each anniversary of the commencement date of the Term Contract, an annual review will be undertaken by Metropolitan and the Service Provider. As the initial term is effectively 18 months (from 28 September 2015 to 31 March 2017) the first review will take place in October/November 2016 to inform the year commencing April 2017, with annual reviews thereafter in October/November of each year. The timing of these reviews will inform Metropolitan's budget for the following year and will support the determination and initiation of the planned works programme for the following year. There will be no adjustment of the contract pricing until the end of March 2017.

Metropolitan will expect to work with the Service Provider to consider factors affecting the performance and cost of the Service including:

- Previous financial year's costs;
- Pricing framework;
- Performance against KPIs and any changes to the service to deliver improvements to Customer needs and expectations;
- Identifying further continuous improvement targets;
- The projected budget for the following year's Programme;
- The projected repairs demand and any identified trends in repairs expenditure;
- The impact of the capital investment programme;
- Defined cyclical maintenance requirements;
- The delivery of the desired planned and responsive ratio;
- Efficiency and productivity improvements achieved by the Service Provider;
- Skills training and investment;
- Consideration of potential service enhancements and innovation;
- Improving as may be necessary, the quality of financial information and accuracy of invoices, and;
- Review of the Service Provider's health and safety records.

Metropolitan will provide a work profile outlining the projected repairs demand, budget projection, details of the proposed planned elemental investment programme and the details by property of the cyclical maintenance programme. A benchmarking review will be undertaken of the quality of service, out-turn service and repairs and planned costs, and operational costs of the Service Provider to establish a comparison with Metropolitan's peer organisations and the market to ensure value for money is maintained.

The Service Provider will provide a business case outlining the overall resource levels, including the provision of details to deliver the following year's Programme including the following:

- central and local site overheads;
- direct overheads;
- trades staff;
- fuel;
- plant;
- transport, and;
- materials

The business case should indicate any significant cost decreases or increases e.g. materials and fuel prices that may impact on the cost of the service and outline how the Service Provider intends to mitigate or remove these by way of improved efficiencies and supply chain management.

1.5.18 Provision of Data, Budgeting and Cashflow Forecasting

One of the key aspects of a long term partnering contractual arrangement is the ability to jointly manage the service. To enable this to be undertaken effectively it is vital that the Service Provider produces and submits data to Metropolitan at the agreed periods and in the format agreed with Metropolitan from the outset. It is important that during the pre-commencement period that effort be made to agree and implement the reporting formats, processes and procedures in time for actual commencement on site.

At commencement of the services and works in the first 18 month period efforts will also need to be made to deal with implementation/use issues to ensure that the processes are fully operational at the earliest opportunity. The Service Provider will also take a leading role in programming, budgeting and producing cash flow forecasts for the service. They will be required to produce this on a monthly basis for some items. The Service Provider is to communicate with Metropolitan in order that they can take a proactive approach in these aspects. The details and formats of the data required will be agreed by the parties during the pre-commencement period and subsequently by the Core Group. Metropolitan reserves the right to change the detail of data required or the format in which data is required during the life of the contract.

Where any aspect of the Price Framework or supporting Cost Model cannot be agreed between the Service Provider and Metropolitan, the matter shall be referred to the Partnering Advisor for clarification.

1.6 Price Change Mechanism

- 1.6.1 The principle adopted by Metropolitan is that there will be no automatic right to an annual or other inflationary increase. The Service Provider will be expected to generate efficiency gains year on year and Metropolitan expects to benefit directly from these savings by holding or reducing the PPP/PPV. In turn, if any price increase is to be considered, the Service Provider must submit a formal business case for a price change, as set out below.

The Service Provider's business case needs to ensure the Contract remains within value for money and budget parameters. Consequently it is not envisaged that the PPP/PPV or any unit or other tendered rates will be adjusted annually by way of an inflationary increase. Instead Metropolitan will work with the Service Provider to agree (any) future price fluctuations; (up or down) due to inter alia:

- Inflation rates at the time;
- specific inflationary pressure or deflation caused by the construction industry;
- wage agreements; increases in materials costs;
- the ability of Metropolitan, the Service Provider and its supply chain to secure long term, volume supply agreements resulting in downward pressure on prices;
- increases in efficiencies by the Service Provider resulting from diminishing learning curves as the Programme progresses and operatives become more familiar with service and demand trends;
- innovations introduced by the Service Provider as part of the overall drive for Continuous Improvement
- the quality or volume of Metropolitan's future contract 'order book'

Metropolitan intends to take all of these factors into account when considering and agreeing (any) future fluctuations with the Service Provider. Metropolitan's business plan is predicated on minimal inflationary increases and therefore the Service Provider and its supply chain will be expected to work within this overarching limitation.

Inflationary Review Mechanism:

- (i) The Service Provider will be required to submit any business case for any price change review (if required) on an annual basis, in October each year for application in the following year commencing 1st April (i.e. annually from October 2016 for April 2017). Separate business cases should be prepared for responsive repairs, voids, commercial and domestic gas servicing and repair and for any planned or other works. These will each be reviewed separately and in respect of overall contract economies of scale.
- (ii) The business case is to be referenced to the Service Provider's original cost build up (set out in the tendered cost model) and any subsequent agreed adjusted build ups.
- (iii) The business case must refer separately to labour, transport, materials and any other elements affected by price change. Materials must be at cost, net of any rebate.

- (iv) It is a pre-requisite that the Service Provider will seek to make efficiency gains which will offset any additional cost of price changes. The business case for a price change should therefore take into account these efficiencies and only the excess would then be reviewed.
- (v) Any business case must clearly set out the Service Providers calculations and justification for an inflationary review, with a full and clear audit trail justifying why any increase should be agreed. All data and supporting information must be provided on an open book basis and any supporting breakdowns must be made immediately available to Metropolitan on request.
- (vi) In the event that adequate supporting information is not made available, Metropolitan shall disregard the business case and dismiss any claim for an increase.
- (vii) Any increase in price or rates, if agreed, will never, whatever the business case, exceed the amount determined by the CPI index for the same annual period of the preceding October to September. (CPI is the Consumer Price Index published by the Office for National Statistics).
- (viii) Process for agreement of a price Change:
 - a) The Service Provider is to submit in October of any year any business case for a price change. Failure to do so will prevent the contractor from having the price adjusted for the following year.
 - b) Metropolitan has until the end of month 2 of the following year, i.e. one month after the submission of the business case by the Service Provider, to scrutinise and challenge or agree the price change.
 - c) In the event of a failure to agree the price change at the end of the specified period the parties will refer the matter to the Partnering Advisor who will determine, within a further month (i.e. at the end of month 3), in a fair and reasonable manner what the price change will be. The Partnering Advisor's decision will be final.
- (ix) Any change in price will be added to the rates and prices applicable at the time of the review as appropriate for the whole of the new contract year.

1.6.2 Prior to commencement of the Contract the Service Provider and Metropolitan will agree the numbers and types of properties that will apply for the initial Contract period until the end of March 2017. It is not envisaged that major changes in the scope or numbers will occur during any year but if they do, the Service Provider is to prepare a Business Case to justify changing the calculation of the annual PPP amounts prior to the annual review. It is anticipated that numbers of properties would need to change by ± 20 before a review of the annual numbers used, outside of the annual review, would be considered.

At the end March 2017 and on an annual basis thereafter, a review of the numbers and property types will take place and the numbers and types agreed. This agreed review will generate a calculation for the annual PPP amount for Year 2 (2017 – 2018). This process would continue annually throughout the contract period.

The selected Service Provider will be required to work closely with Metropolitan during the Contract to develop any detailed exclusion definitions and/or refinements to the tendered PPP & PPV, and to review work undertaken within the Schedule of Rates to include additional items within the PPP & PPV and therefore reduce administration for both parties.

Exclusions from the PPP & PPV amounts will be measured in accordance

with the NHF Repairs Schedule of Rates version 6.1. If there is not a specific rate for an element of work then any appropriate reference rates included in the tender shall be used to develop and agree new amounts.

1.7 Incentivisation

There are two elements to Metropolitans incentivisation model:

1/. Sharing Efficiencies

In the event that the Service Providers annual business case revue proposes a reduction in the PPP or PPV, the reduction will be shared equally between the service provider and Metropolitan.

For example:

Price per property	£
Tendered PPP	£300
October 2016 review determines the PPP can be reduce to	£280
Reduction of £20 shared 50/50 between Metropolitan and Service Provider, so new PPP from 1/4/2017	£290

2/. Incentivisation to KPI targets

This is a risk and reward model, whereby an element of the service provider income may be reduced if performance falls below the prescribed KPI targets (the risk) but where the service exceeds targets then Metropolitan will pay an enhance sum (the reward).

The tenderer is required to price a combined percentage for Central Overheads and Profits which is applied in the cost model to all labour, plant and equipment costs (but not materials) as a single percentage. The cost model automatically applies this percentage to all relevant tendered prices and rates.

For those works and services to which this incentivisation model applies, Metropolitan has predetermined that 35% of the relevant Central Overheads and Profit will be subject to the incentivisation model - 'Incentivised Profit'.

The tables below set out which elements of the prices and rates of the cost model are subject to Incentivised Profit:

Incentivised Overheads and Profit:

Work Element
RESPONSIVE REPAIRS
Responsive Repairs PPP
Schedule of rates for Repairs
VOIDS
Voids PPV
Schedule of Rates for Voids
GAS WORKS
Commercial gas servicing & maintenance
Domestic gas servicing & maintenance
Gas Works Schedule of rates
PLANNED WORKS
Planned works
Planned Works Schedule of rates

Non-Incentivised Overheads and Profit

Work Element
PRE-COMMENCEMENT COSTS
Pre-commencement costs
RESPONSIVE REPAIRS
Dayworks
Asbestos survey
Asbestos removal
Call Centre
Handyperson

The cost model establishes the appropriate amount of Central Overheads and Profit applicable to the incentivisation model (the Incentivised Profit), by calculating 35% of the tendered Central Overheads and Profits for relevant work elements (summarised in Tab 5).

On a quarterly basis the Core Group will review actual performance against KPI targets and agree the adjustment to the Incentivised Profit, either up or down, based upon actual performance. The Core Group will review the previous quarter's performance and cumulative performance year to date; overall annual performance will be reviewed at the year end.

For the incentivisation model the first cumulative period will run from the 28th of September 2015 to 31st of March 2016. All subsequent periods will run annually thereafter from 1st of April to the 31st of March.

Any Incentivised Profit reduced or increased payments resulting from the application of the incentivisation model on a quarterly and cumulative basis (as calculated below) will be added to or subtracted from the next monthly invoice raised by the Service Provider for the relevant work element.

The incentivisation model schedules each KPI together with an annual target.

For performance below target the apportioned element of annual overheads & profit would be reduced by 10% for each 'step' in performance reduction. For each KPI the step 'size' is scheduled and is related to the range between target performance and the cut off level of performance below which a profit element for the specific KPI would be lost.

The model allows for performance above any target and similar 'step' calculations are applied and additional overheads and profit can be gained. The total cap on payment of additional overhead and profit is 50% of Incentivised Profit available (based upon the overall works values and the applied 35% from the Cost Model).

Tab 36 in the Cost Model provides three worked examples of Incentivised Profit calculations, in order to demonstrate the practical application of the theory behind the incentivisation model. The table below sets out the incentivised works elements and KPIs together with the under or over performance 'steps'.

By introducing the incentivisation model Metropolitan fully intends that income to the Service Provider will reduce if service falls below the contractual targets, but that the Service Provider will be rewarded if service exceeds targets.

Table One – Incentivised Profit Apportionment

REF.	DESCRIPTION	CATEGORY	YEAR 1 TARGET	PROFIT APPORTIONMENT ACROSS KPI'S
RESPONSIVE REPAIRS				
R1	REPAIRS ON TIME (YEAR ONE TARGETS)	OOH	99%	10%
		EMERGENCY	99%	8%
		ROUTINE	95%	6%
R2	REPAIRS COMPLAINTS	ESCALATED	<5%	10%
		% OF ORDERS	0.25%	8%
		CLOSED ON TIME	95%	6%
R3	RIGHT FIRST TIME		85%	20%
R6	APPOINTMENTS KEPT		99%	15%
R7	OVERDUE ORDERS		<5%	7%
R9	AVERAGE TURNAROUND REPAIRS		<12 DAYS	10%
VOIDS				
V1	AVERAGE TURNAROUND VOIDS		<10 DAYS	70%
V3	OVERDUE ORDERS		<5%	30%
PLANNED WORKS				
P1	PREDICABILITY TIME		95%	40%
P2	PROPERTIES ACCEPTED AT HANDOVER		90%	30%
P5	COMPLETED ON TIME PROPERTIES		Plus or Minus 5%	30%
GAS SERVICES				
G1	REPAIR COMPLETION	P0	100%	5%
		P1	100%	5%
		P2	96%	5%
		P2A	96%	5%
G2	RIGHT FIRST TIME (YEAR ONE TARGET)		80%	20%
G3	APPOINTMENTS KEPT (USING SIMILAR TARGETS TO REPAIRS)	P2	96%	5%
		P2A	85%	5%
		SERVICE	99%	5%
G4	WORK IN PROGRESS	P0	100%	4%
		P1	100%	4%
		P2	96%	4%
		P2A	96%	3%
G5	GAS COMPLIANCE		100%	30%

**RESPONSIVE REPAIRS SUMMARY OF EXCLUSIONS/INCLUSIONS
FOR PRICE PER PROPERTY**

KITCHEN

EXCLUSIONS	Tenant Owned Appliances and/or hoses
	Renewal of complete set of kitchen units and worktop
	Carpets and any tenant fitted floor covering
	White Goods
	Sink chains and plugs
	Connection of appliances to valves
	Alteration to kitchen unit layout
	Testing of appliances
	Dishwasher wastes and traps
	New installation of extract fans where previously none existed
	Cove formers or associated cappings to vinyl flooring are excluded
	Tiling in excess of 3 courses above worktop or behind appliance spaces where pre-existing
INCLUSIONS	Kitchen unit repairs (includes renewal of Doors, drawers, hinges handles), renewals of part kitchens (complete renewal of whole is exclusion)
	Worktops, worktop trims and the like
	Mastic sealant to worktops and floor junctions
	Plinths and end panels
	Plumbing supply and waste pipes to washing machines, dishwashers - up to and including valves but hoses are excluded
	Connection of cookers - up to connection outlet
	Tumble dryer vents

	Sink top Taps, traps and waste
	Sink top replacement, in current position, alteration to layout excluded
	Extract fans maintenance and replacement of existing
	Vinyl Floor Coverings, sheet or tiles, to match existing
	Tiling (3 course above worktop and behind appliance spaces where pre-existing)
	MDF or Plywood ductwork and pipe boxings (where existing)
BATHROOM	
EXCLUSIONS	Toilet Seats
	Chains and plugs
	Alteration to location of shower unit, WC pan or cistern, Basin, Bath
	Carpets and any tenant fitted floor covering
	Mirrors
	Bathroom cabinets
	Toilet roll holders
	Cove formers or associated cappings to vinyl flooring are excluded
	Any other tenant installed fitting (e.g over bath clothes dryer)
	Wall tiling to areas in excess of existing areas
	New installation of extract fans where previously none existed
INCLUSIONS	Bath panels (side and end)
	Baths
	Shower rail, handset and hose over bath (where existing)
	Electric shower, equal to existing, fitted in existing position, including Mira Advance to sheltered accommodation or vulnerable customers
	WC pan
	WC cistern

	Basin
	Basin Pedestal if missing
	Vinyl Floor Coverings, 2mm thick Polyflor or equivalent to match existing
	Tiling (3 course above bath and basin where pre-existing)
	MDF or Plywood ductwork and pipe boxings (where existing)
WC	
EXCLUSIONS	Alteration to location of WC pan or cistern or Basin
	Repairs to more than 2no WCs in one property
	Carpets and any tenant fitted floor covering
	Mirrors
	Bathroom cabinets
	Toilet roll holders
	Cove formers or associated cappings to vinyl flooring are excluded
	Any other tenant installed fitting (e.g over bath clothes dryer)
INCLUSIONS	Extract fans maintenance and replacement of existing
	Taps (including mixer taps)
	Mastic sealant to wall and floor junctions where missing
	WC pan
	WC cistern
	Basin
	Basin Pedestal if missing
	Vinyl Floor Coverings, sheet or tiles, to match existing
INTERNAL FINISHES	
EXCLUSIONS	All decorative finishes generally including tenants own floor coverings. Resident will be responsible for minor defects and imperfections under 'standard decoration preparation). Blown plaster and significant cracks to be repaired by Service Provider. All wall and ceiling finishes to be smooth

	unless covered with textured coatings.
	Replacing residents floor coverings, except kitchen, bathroom and WC areas, which are included in the PPP
	Artex removal unless as part of a repair.
	Textured coatings application unless it is a patch repair as part of an overall repair
	Coving
	Decoration, unless associated with a repair in which case decoration must be undertaken
INCLUSIONS	Maintain all wall and ceiling surfaces (plaster) to a decorative standard, ready to receive tenants own decorations. Resident will be responsible for minor defects and imperfections under 'standard decoration preparation). Blown plaster and significant cracks to be repaired by Service Provider. All wall and ceiling finishes to be smooth unless covered with textured coatings.
	All decorative finishes generally. (Only as a result of carrying out a repair i.e plastering requiring redecoration after completion to repaired wall area).
	Floor coverings in Kitchen, Bathroom and WC areas only.
	Taking up and relaying residents loose floor coverings to facilitate repairs to floor is included in the PPP but removal of fitted coverings and timber flooring are not covered within PPP
INTERNAL JOINERY	
EXCLUSIONS	Replacement of staircases
	Floor joists: complete replacement of the structure of a floor is excluded but replacement or repair of individual joists is included
	Dado rails
	Repairs to shared or communal stairs
INCLUSIONS	Repairs to treads, risers, nosing, strings, balustrades, newel posts and handrails
	Skirting boards

	Floorboards/sheets, Where missing or damaged beyond economic repair
	Internal doors, Where missing or damaged beyond economic repair
	Internal door frames and linings, Where damaged beyond economic repair
	Internal beads and trims, where missing and seal gaps in the external envelope.
	Decoration to replacement joinery
IRONMONGERY	
EXCLUSIONS	Resident own fitted locks
	External door locks
INCLUSIONS	Internal door handles, keeps, door closers and hinges. Multi-point locks repairs and replacement included.
	Bolts
ELECTRICAL	
EXCLUSIONS	Tenant Owned Appliances
	Lamps and lamp shades
	Door entry systems
	Clearing debt on meters
	DEICR programme
INCLUSIONS	Storage heaters
	Convactor Heaters
	Consumer units
	Electrical focal fires
	All electrical components (to include sockets, spurs, bayonet and batten fittings)
	Low-E light fittings to kitchen and bathrooms
	Electrical wiring and circuits
	Hard wired smoke and CO2 detectors

	Renewal of batteries to hard wired smoke and CO2 detectors.
	Electrical cross bonding, only included where system not up to 17th Edition
	Main bonding, Equipotential bonding within dwelling included
PLUMBING	
EXCLUSIONS	External taps and tap boxes (communal)
	Gas appliances
	Boilers
	Heating controls (gas/oil heated properties)
	Radiators
	TRVs
	LST covers
	Any pipework associated with domestic heating and hot water system (up to cylinder)
	Gas servicing
	Draining down of hot water systems to facilitate immersion heater replacement.
	Boiler condense
	Rodding from manholes or clearance of stacks
	Water distribution to Communal/common areas
	SVP or stub stacks (shared/communal)
INCLUSIONS	Indirect cylinders
	Cold water storage tanks, when defective
	Immersion heaters (where property is heated by electric)
	Taps (including mixer taps)
	Internal waste up to and including connection to SVP or stub stack (includes traps)

	Clearing blockages within property, from appliance to the SVP or stub stack. Rodding from manholes or clearance of stacks to be referred as an exception.
	Primary water distribution pipework from incoming stopcock position within property
	Hot water distribution pipework from cylinder
	Secondary water distribution within individual property
	Repairs to stacks within single dwellings (not shared/communal)
INTERNAL MISCELLANEOUS	
EXCLUSIONS	Legal disrepair
	Aids and Adaption works
	Asbestos or other hazardous material removal
	Mutual exchanges
INCLUSIONS	Loft hatches
	Insulation where missing as a result of a repair
	Reglazing
	Draught sealing (internally)
EXTERNALS	
EXCLUSIONS	Roofing replacement, Isolated roof repairs included within PPP but if in the opinion of Service Provider that the roof is beyond its serviceable life than they shall provide photographic evidence and submit a report to MHT for consideration
	Chimney rebuilding
	Flues
	SVP or stub stacks (shared/communal)
	Aids and adaptations.
	Walls- rebuilding

	Paths replacement
	Roads
	Timber and concrete Gates and Fences are excluded. Post and wire fencing is included, and hinges to gates are included
	Aerials/dishes
	Scaffolds
	DPCs
	Full house window replacement excluded
	External doors (communal)
	Conservatories
	Sheds No replacement or replacement roof (inc coverings)
	Replacement Outbuildings or replacement roofs (inc covering)
	Garages
	Communal doors
	Communal/shared spaces both external and internal
	Soft Landscaping
	Pest control
	Resident Damage
	Public highway works
	Communal drainage repairs
INCLUSIONS	Roofing repairs to individual property, Isolated roof repairs included within PPP but if in the opinion of Service Provider that the roof is beyond its serviceable life than they shall provide photographic evidence and submit a report to MHT for consideration
	Chimney flashing, repointing and relaunching
	Repointing included (render repairs also included)
	Repairs to paths

	Post and wire fencing included. Hinges to gates included
	Windows repair and replacement to all types, except whole house replacement
	External doors (individual property)
	Sheds Minor repairs included
	Outbuildings Minor repairs included