**2018 – 2022 Property Professional Services Framework (2018/S 005-007230)**

**Further Competition Invitation to Tender (Stage 3 Over OJEU)**

**Rural Portfolio Management**

**Issue Date: 15/02/2021**

**ProContract Identification Number: DN522263**

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**Introduction**

The purpose of this Further Competition Invitation to Tender (ITT) is to award the call-off contract for the above commission*.*

We ask you to respond to the questions detailed in Part 2, Section 6 (Evaluation Criteria) using the [Response Form](#_RESPONSE_FORM) and to return the Response Form and Resource and Pricing Schedule in Part 3 with your tender.

This Further Competition ITT is divided into 3 parts:

**Part 1 – Commission Requirement**

* Details the commission requirements.
* Details additional terms and conditions for the Further Competition. The successful Supplier will be subject to both the terms and conditions of this Further Competition and the Framework Contract. Unless otherwise defined in these instructions, terms used shall have the meaning given to them in the Framework Contract.

**Part 2 – Instructions for Submitting a Response**

* Contains important information and instructions on preparing and submitting a tender response. Please read these instructions carefully prior to submitting your tender response.
* Outlines the evaluation criteria which will be used for assessment. It is important that Suppliers familiarise themselves with the criteria and ensure they are considered when compiling their tender response.

**Part 3 – Standard Forms**

* Contains the standard forms required to be completed and returned by the Supplier when submitting a tender response.

**Part 1 - Commission Requirements**

1. **Commission Background**

Homes England manages approximately 2,953 hectares (ha) of tenanted and non-tenanted rural landholdings within its asset portfolio. This portfolio will expand and contract with new acquisitions and disposals. A breakdown of the current portfolio is reflected below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Estate** | **Type** | **No of Holdings** | **Hectares** |
| **Southern** | AHA | 8 | 196.44 |
| FBT | 35 | 1,275.25 |
| Grazing/54Act/Fishing | 6 | 33.34 |
| Not let | 1 | 6.03 |
| **Total** | **50** | **1,511.06** |
|  |  |  |  |
| **Estate** | **Type** | **No of Holdings** | **Hectares** |
| **Midlands &** **southwest** | AHA | 10 | 212.06 |
| FBT | 11 | 307.73 |
| Grazing/54Act/Fishing | 33 | 149.50 |
| Not let | 5 | 9.98 |
| **Total** | **59** | **679.28** |
|  |  |  |  |
| **Estate** | **Type** | **No of Holdings** | **Hectares** |
| **Northern** | AHA | 7 | 57.96 |
| FBT | 46 | 635.29 |
| Grazing/54Act/Fishing | 24 | 32.90 |
| Not let | 11 | 36.46 |
| **Total** | **88** | **762.62** |
|  |  |  |  |
| **Estate** | **Type** | **Nr of Holdings** | **Hectares** |
| **National** | AHA | 25 | 466.46 |
| FBT | 92 | 2218.27 |
| Grazing/54Act/Fishing | 63 | 215.74 |
| Not let | 17 | 52.47 |
| **Total** | **197** | **2,952.96** |

The combined rural estate also comprises grazing licences, garden licences, fishing agreements, car park licences and other miscellaneous agreements.

1. **Objectives**

The Homes England rural portfolio management core objectives are as follows:

* To comply with statutory and agency obligations in the management of our rural holdings.
* To advise on innovation and best practise in rural estate management.
* To manage the portfolio in a efficient, effective and fully compliant manner until land has been released for development or otherwise disposed of.
* To secure vacant possession of land as and when required.
* Provision of an out of hour’s service.
* Hold and manage, in a client account, an emergency ‘float’ for such item as central heating boiler repair/replacement.
1. **The Services**

All services to be brought forward in strict accordance with HE processes and protocols which are updated and circulated to all Managing Agents as necessary

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| **RE1 Rural Estate 1**  |
| Core services for which a quarterly fee retainer will be paid: - |
| **RE1.1 Professional and Advisory:**  |
| RE1.1.1  | Carry out negotiations with Homes England’s tenants and licensees, rent reviews, renewals and lettings and dilapidations. Deal with all other day to day management issues for the rural portfolio. |
| RE1.1.2 | Preparation and exchange of legal documentation on the standard forms provided or approved by Homes England. |
| RE1.1.3 | Prepare marketing particulars, arrange tenders, and secure tenants at best rent available for vacant land and property. |
| RE1.1.4 | Advise Homes England and provide proposals and recommendations in respect of individual properties and land use including asset management strategy. |
| RE1.1.5 | Negotiate the timely surrender of a tenancy in whole or in part.  |
| RE1.1.6 | Valuation and negotiations on tenant right/dilapidations for the landlord. |
| RE1.1.7 | Dealing with, negotiating, and agreeing terms with utility companies, statutory undertakers, and third parties for:* requests to access Homes England land managed under this contract, as well as requests for the grant of wayleaves and easements.
* work specifications, disturbance payments and compensation claims. The supplier should always seek to recover costs from the other party. Should this not be possible a case may be put to Homes England for costs to be agreed under the Time-Based Charge basis within **Rural Estate 2 (RE2)**.
 |
| RE1.1.8 | To advise Homes England tenants of their rights to compensation from utility companies, statutory undertakers and third parties accessing Homes England land under Homes England licence, following crop/stock loss or protracted disruption to usage of the land, but NOT to act for Homes England’s tenant in seeking compensation under this framework agreement. |
| RE1.1.9 | Research, advise and present impacts of emerging legislation and best practice guidance on issues relating to management of rural estate holdings to Homes England as soon as aware of any consultations or proposed changes. |
| RE1.1.10 | Advise Homes England in writing of any breach of tenancy, non-compliance matters or any unlawful or suspicious acts or omissions or circumstances relating to the use and occupation of any holding. Seek further instruction from Homes England prior to demanding or accepting any rent or other sums due under any relevant tenancy, actively pursue regularisation and/or resolution to any such matters in consultation with Homes England. |
| RE1.1.11 | Review and advise upon Homes England’s suite of agricultural agreements on an annual basis and make any necessary changes as agreed. |
| **RE1.2 Inspections and Compliance** |
| RE1.2.1 | Produce a programme of inspections and undertake such inspections in spring and autumn and submit a written report (with a photographic record of land, buildings livestock, and boundaries) on all agricultural holdings, detailing non-compliance with the agreement under which the land is held. |
| RE1.2.2 | Produce a programme of inspections and undertake inspections in spring and autumn on the state of repair and condition of all holdings, including health and safety inspection for hazards in accordance with Homes England’s Site Inspection and Maintenance Policy. Report any hazards that present unacceptable levels of risk requiring imminent, urgent corrective action immediately to the Homes England Estate Manager. Submit a written report identifying necessary works of repair and maintenance (both Landlord and Tenant). Agree any works required with the Homes England Estate Manager.Prepare and maintain a detailed and costed planned maintenance and repair schedule by end December each year.Ensure, as is reasonably practicable, that the leaseholder understands their obligations relating to health and safety and statutory compliance. Report any concerns to the Homes England Estate Manager immediately. |
| RE1.2.3 | Establish a programme of repairs in consultation with Homes England, preparing budget estimates as required.Assist with the preparation of specifications for work for which the Landlord is responsible, using Homes England standard documents in conjunction with Homes England’s procurement guidelines and industry best practice. Sourcing qualified contractors, obtaining quotes, approving risk assessments and method statements, instructing works, and inspecting works in progress and completion, advising on payments, and scoring of KPI’s. Liaise with Homes England for the issue of Purchase Orders and the processing of invoices for payment.  |
| RE1.2.4 | The supplier is required to undertake the responsibilities of Duty Holder in relation to the built estate within the rural portfolio, (including at least 19 farmsteads). This will include but not limited to:* Asbestos Management

To monitor and oversee responsibilities regarding; asbestos surveys, condition re-inspection surveys and maintenance of asbestos management plans; aspects are fully compliant against Control of Asbestos Regulations 2012. * Health and Safety Management

Where obligated under the terms of tenancy agreements it is required to oversee, implement, and manage (but not pay for), in consultation with Homes England as landlord and its approved contractors, all matters relating to Health and Safety Management.* Management and works must be fully compliant with statute, regulation, and best practice. All records shall be maintained / updated and kept in a safe and secure place which can be inspected and audited as and when required.

Prepare and maintain a duty holder register that tracks statutory compliance across each of the holdings. |
| RE1.2.5 | Preparation of applications to DEFRA and dealings with the RPA as required in connection with lettings, grants and related matters and provision of detailed information and data to support statistical returns to DEFRA. |
| RE1.2.6 | Inspect, record, report and make recommendations on matters concerning encroachment, trespass, and adverse possession.  |
| RE1.2.7 | Arranging changes of tenancy, dealing with tenants’ requests for Landlord’s consent. Surrenders of tenancy, early terminations of whole or part. |
| **RE1.3 Financial, Administrative and General** |
| RE1.3.1 | Dealing with third party enquiries within agreed timeframes, which can be in as little as three working days, referring all prospective enquires to Homes England with all due diligence. |
| RE1.3.2 | Regular review meetings will be held quarterly with the Estate Management Team at Homes England’s office, chaired and administered by the supplier. Provide a copy of agenda and progress report 5 working days before meeting date.  |
| RE1.3.3 | Provide the following on a monthly basis:* KPI’s
* a data dashboard providing an overview on core services and instructions as required under RE1,2 and 3,
* schedule of tenancies, agreements, and rents
* schedule of inspections
* planned maintenance schedule
* duty holder register
* Financial reporting on holding cost projections and other expenditure, including actual spend against forecast
* any other information or analysis as reasonably requested by Homes England.
 |
| RE1.3.4 | Liaising with Homes England’s other various departments and operating area teams as requested or required on any relevant rural estate matters. |
| RE1.3.5 | Upon completion of tenancy renewal agreement, or in the case of consistent default, assist with the collection of any outstanding or overdue rents and other charges, fees and sums payable, including instructing Homes England’s Finance team as necessary, advising on debt recovery and potential use of bailiffs and procedure on a case by case basis. |
| RE1.3.6 | Maintaining all reasonably necessary records, in particular to enable Homes England to serve all necessary notices under the tenancy of any holding and to enable Homes England to compile statements of account. |
| RE1.3.7 | Informing Homes England’s Estate Management team for the purpose of updating Homes England records of all changes in the terms of occupational agreements. |
| RE1.3.8 | Development and provision of four training days annually, providing technical training for Homes England Staff and stakeholders in topic areas specific to the Rural Estate.  |
| RE1.3.9 | Provision of an out of hour’s service to encompass the rural estate:Office closure times to cover are:* Weekdays - 5.00pm every evening until 9am next day
* Weekends - 5.00pm Friday evening until 9am Monday
* 24/7 on bank holidays
* Between Christmas and new year
* Any notified ad hoc office closures e.g. fire evacuation

Provide Homes England and all tenants with contact number. All calls to be answered on first attempt by someone, who has required knowledge of the services under the contract, and must not be directed to voicemail or other answering service.Keep a detailed log of all calls, together with reason for call, advice given or any action taken and supply Homes England with the call log and request for further instruction needed by 10am the next working day, or in the case of ad hoc office closures such as fire evacuation within an hour or at first opportunity.In the event of no calls send the latest call log to the client by 10am each Monday. In the event of a serious incident contact Homes England immediately.  |
| RE1.3.10 | Hold and maintain all physical and electronic files and documents in an easily accessible archive.  |
| RE1.3.11 | Provide a list of all staff who work on the commission and supply CV’s within one month of contract award. Suppliers must keep list and CV’s up to date as staff leave and join. |
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| **RE2 Rural Estate 2**  |
| Time Charge Work: |
| RE2.1 | Researching, tracing, and complying with the requirements of the “Crichel Down” rules in respect of former owners and/or their successors as necessary or required by Homes England. |
| RE2.2 | Preparation for and attendance at arbitrations tribunals, court hearings, public and planning enquiries, and advice and negotiations on restrictive covenants. |
| RE2.3 | Handover of all relevant rural estate project information from incumbent suppliers, where necessary in a timescale to be agreed. |
| RE2.4 | Negotiating the grant of wayleaves, easements and related matters, where costs relating to such instructions are not recoverable in full, from the requestor/grantee. |
| RE2.5 | Providing expert advice on rural estate land holdings to planning enquiries, the Agricultural Lands and Drainage, Independent Experts, HM Courts & Tribunal Service, and/or Arbitrators. |
| RE2.6 | Assist in obtaining legal opinion where appropriate to progress issues within the rural estate portfolio. |
| RE2.7 | Preparing reinstatement valuations as requested. |
| RE2.8 | Undertake an annual valuation exercise of the regional agricultural portfolios (non red book), and Red Book valuations, if requested for holdings comprising landlords buildings/dwellings. |
| RE2.9 | For new acquisition work in relation to land and property that may be proposed to be taken into the portfolio, a one-off familiarisation fee proposal may be approved via the Homes England instruction system, whereby the supplier will undertake an initial site inspection, site and tenancy familiarisation and will submit a formal report advising on estate management issues and recommendations/actions, prior to being subsumed into the main day to day management regime under the Core Services within RE1. Prepare a detailed and costed planned maintenance and repair schedule. Initial site inspection to include a health and safety risk assessment inspection in accordance with Homes England’s Site Inspection and Maintenance Policy. The risk assessment will be used to agree inspection frequency.To input into the due diligence process prior to acquisition of new land and property, to identify opportunities and risks, and assist in calculating holding and management costs.Work in accordance with Homes England onboarding protocols and acquisition guidance notes. |
| RE2.10 | Provide Conservation and Heritage survey support to include agreement of Conservation Management Plans in accordance with Homes England/English Heritage (EH) Memorandum of Understanding (MOU) with Local Authority Conservation Officers, and work through the parameters agreed in the plans, accepting Homes England’s role as the custodian of the Heritage Asset.Assist in informing the Agencies’ biennial return to EH on the condition of the heritage asset and its category i.e. Listed Building or Scheduled Ancient Monument (SAM). |
| RE2.11 | To propose options for innovative solutions across the rural portfolio reflecting best practice and new technologies to support income generation, site de-risking strategies, reduction of holding costs, and local regeneration or commercial priorities. |
| RE2.12 | Undertake health and safety inspection of Homes England’s landholdings for hazards in accordance with Homes England’s Site Inspection and Maintenance Policy, in addition to those carried out under RE1.2.2. Report any hazards that present unacceptable levels of risk requiring imminent, urgent corrective action immediately to the Homes England Estate Manager.Submit a written report identifying necessary works of repair and maintenance (both Landlord and Tenant). Agree any works required with the Homes England Estate Manager.Ensure, as is reasonably practicable, that the leaseholder understands their obligations relating to health and safety and statutory compliance. Report any concerns to the Homes England Estate Manager immediately. |
|  |  |
| **RE3 Rural Estate 3**  |
| Percentage Fee |
| RE3.1 | A percentage fee will apply to all disposals as per tender submitted, the percentage fee will include for an appropriate level of marketing if required, negotiating terms, preparation of summary heads of terms, summary instructions to solicitors and assisting with any ancillary enquiries through to legal completion. |

1. **Key Deliverables**

Please refer to 3. The Services with regards all items pertaining to this commission.

1. **Site Information**

National Schedule of Tenancies and licenses are found in Appendix 1 attached.

1. **Indicative Programme**

Suppliers should note the indicative programme dates when preparing their Programme information in the Response Form.

|  |  |
| --- | --- |
| **Key Delivery Milestones** | **Anticipated Date** |
|  Commencement Date | 1st April 2021 |
| Regional Operational Meetings | 3 Regional meeting Quarterly, each of 3 hours duration |
| National Account Meetings | Quarterly, of 2 hours duration |
| Completion Date | 31st March 2023 plus option to extend by an additional year |

1. **Management**

The management of this commission will be undertaken by the Contract and Performance Managers as part of the Estates Management (EM) Team for Homes England. On a day to day basis however, requests and instructions will be provided by the Estates Managers with regards to their portfolio requirements.

Reports and updated schedules are to be presented by the supplier in an agreed electronic format prior to review meetings or upon request by EM Managers.

The supplier will also be required to liaise with other Home England teams and departments as requested regarding any relevant rural estate matters.

The supplier may also be required to speak to any third parties in correlation to the rural asset portfolio as and when the request is made by EM or another Homes England team.

**Meeting Requirements:**

* **Start-up meeting**

A transition meeting will be arranged between the incumbent supplier and the successful supplier, with Homes England attendance, prior to the proposed start date. This purpose of this meeting is to ensure the necessary understanding of works and transition of data.

* **Review meetings**

The following meetings will be held quarterly with Homes England staff.

1. National Account Meetings held with the Contract & Performance Manager.
2. Regional Operational Meetings held with each of the three regional estate management teams

These will be administrated by the supplier with reports and updated schedules submitted to Homes England.

This could be subject to review during the period of the commission.

* **Poor Performance Meeting**

Performance of this commission will be measured monthly through Key Performance Indicators (KPI’s), see Appendix 2**.** Scoring will be based on relevant services undertaken each month and discussed at the quarterly national account meetings.

If poor performance is repeated following escalation to the Supplier’s Key Personnel to resolve the issue, as required in the Framework Management Schedule of the Framework Contract, the Framework Manager must be notified, and Homes England may call for a Poor Performance Meeting. Beforehand, Homes England will present areas of concern so that the Supplier and Homes England can discuss what happened and why, what will be done to prevent it happening again and how matters will improve. The Supplier subject to such a meeting would be expected to outline in writing in a Rectification Plan afterwards what improvements/modifications they will be putting in place. There will be a maximum of two Poor Performance Meetings before termination of the commission.

1. **Key staff**

As part of the tender process suppliers are asked to include a maximum of 10 CV’s. These must be of staff who will work on the commission should the supplier be successful.

1. **Risks**

The supplier must be aware that the Homes England portfolio is subject to new acquisitions and disposals which mean that the asset portfolio during the course of this commission will likely contract or expand. Works are therefore instructed accordingly with any due notice provided as and when such matters arise.

It is possible that the Transfer of Undertakings (Protection of Employment Regulations 2006 may apply to the services required under this framework agreement. Accordingly appointed suppliers shall be responsible for any costs and will indemnify (and keep indemnified) Homes England from and against any claims which may arise (howsoever any such claims may arise). This includes all remuneration and entitlements of any persons employed or engaged in connection with the provision of the services including, without limitation, all wages, holiday pay, payments of PAYE, national insurance contributions, pension contributions, bonuses, commissions and termination costs as appropriate.

1. **Payment**

10.1 The fees for the supplier’s services will be calculated on the following basis:

* + 1. A Quarterly Retainer Fee (QR) to be paid for the provision of scheduled services as listed under section 3 in RE1.
		2. The QR shall be for the core services of the rural estate. These properties shall remain under review and shall be updated as appropriate at Homes England’s discretion but at least once a year. Any increase or decrease in the QR shall be assessed based on a pro rata calculation of the hectarage as agreed at the start date, such review frequency to be at Homes England’s discretion but at least once per annum.
		3. No expenses or charges will be accepted for travel for core services, as suppliers will be expected to service projects from appropriate locations within each OA region, refer to Appendix 3.
		4. Time Basis for services under RE2.
		5. Where time-based services have been carried out, the supplier shall be reimbursed in accordance with Schedule 2, Part 4 of the Panel Appointment of Consultant relating to the Property Professional Services Panel.
		6. Percentage Fee on sale of freehold or leasehold interests based on the tendered fees under RE3.
		7. Fee invoices will normally be serviced on a quarterly basis on the preparation and distribution of a formal progress report to Homes England. This will also be supported by regular progress and review meetings with Homes England with performance measured by Key Performance Indicators (KPI’s), refer to Appendix 2.

10.2 It is not anticipated that there will be any additional charge for documentation storage or administration. Suppliers will be required to confirm that documentation storage and framework agreement administration is included in their tendered rates.

* 1. The supplier shall keep the existing and newly created documents in a safe and secure place at the supplier’s premises and insure them against loss, damage and/or destruction and the consequences of such peril.

10.4 Homes England reserves the right to enter into direct appointments outside the appointed supplier either for specialist services, or where in Homes England’s view, an alternative supplier is appropriate to the work in question.

**Other Requirements**

1. **Termination**

Should performance during the period of this appointment prove unsatisfactory following the Poor Performance meeting provisions set out in the Management section above, Homes England will exercise its right under the Termination and Suspension of the Contract clause in the Framework Contract to give notice to terminate the arrangement with immediate effect.

If the services are no longer required, for whatever reason, then Homes England reserves the right to terminate the appointment and pay for services completed at that point.

1. **Conflict of Interest**

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

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform Homes England, detailing the conflict in a separate Appendix.

1. **Confidentiality**

This Further Competition ITT and associated information is confidential and shall not be disclosed to any third party without the prior written consent of Homes England. Copyright in this Further Competition ITT is vested in Homes England and may not be reproduced, copied or stored on any medium without Homes England's prior written consent.

Suppliers shall not undertake, cause or permit to be undertaken at any time any publicity in respect of this Further Competition process in any media without the prior written consent of Homes England.

1. **Health and Safety**

Homes England takes health and safety very seriously and expects all Suppliers to do the same. All Suppliers must adhere to the Health and Safety obligations in the Framework Contract and the following Homes England policies where applicable:

* Homes England Safety, Health and Environment Policy
* Homes England Asbestos Policy
* Homes England CDM Policy
* P4 - Accident & Incident Reporting
* P9 - Personal Protective Equipment
* P10 - Electricity (Fixed Installations and Portable Electrical Equipment)
* P11 - Pressure Systems
* P12 - Lifting Operation and Lifting Equipment
* P16 - Legionella
* P25 - Site Maintenance and Inspection
* P31 - Environmental Permitting
* P32 - Dealing with Fly-Tipping
* P33 - Wildlife Licences
* P34 - Storage of Oil and other Hazardous Materials
* P35 - Discharges to Watercourses, Drains and Sewers
* P36 - Waste duty of care
* P37 - Managing Contractors
* P41 - Biosecurity
* P42 - Site Visitor Access Request Procedure
* P43 -Site Risk Assessment
* P44 - Water Safety
* P45 - Fire Risk Assessment

**Part 2 - Instructions for Submitting a Response**

1. **General**

1.1 The Further Competition deadline is 16:00 on 15/03/21 and tender responses **must** be submitted on ProContract. Please regularly check ProContract for any amendments to the Further Competition deadline. For all ProContract portal issues please contact ProContractSuppliers@proactis.com.

Suppliers **must** ensure that suitable provision is made to ensure that the submission is made on time. Any tender responses received after the Further Competition deadline shall not be opened or considered unless Homes England, exercising its absolute discretion, considers it reasonable to do so. Homes England, may, however, at its own absolute discretion extend the Further Competition deadline and shall notify all Suppliers of any change via ProContract.

* 1. **Please note all communications during the tender period will be via the ProContract website. All Suppliers that have registered their interest for the Procurement will receive a direct email notification from ProContract on any updates via the Suppliers registered email address. No approach of any kind should be made to any other person within, or associated with, Homes England. It is the Suppliers responsibility to check the ProContract website for any updates to the Procurement process. No claim on the grounds of lack of knowledge of the above mentioned item will be entertained.**
	2. The Supplier should check the Further Competition ITT for obvious errors and missing information. Should any such errors or omissions be discovered the Supplier must send a message via the messaging function on ProContract. No alteration may be made to any of the documents attached thereto without the written authorisation of Homes England. If any alterations are made, or if these instructions are not fully complied with, the tender response may be rejected.
	3. All clarification requests must be sent using ProContract no later than 5 working days before the Further Competition deadline shown on ProContract. Any queries submitted after this may not be answered. Homes England will respond to clarifications as soon as practicable.
	4. Suppliers should specify in their clarification questions if they wish the clarification to be considered as confidential between themselves and Homes England. Homes England will consider any such request and will either respond on a confidential basis or give the Supplier the right to withdraw the clarification question. If the Supplier does not elect to withdraw the question and Homes England considers any clarification question to be of material significance, both the question and the answer will be communicated, in a suitably anonymous form, to all prospective Suppliers who have responded. If Suppliers consider that page limits set out in Section 20 (Evaluation Criteria) are insufficient to provide the information required by the question then a clarification request should be raised. No guarantee can be given that the page limit will be increased.
	5. Tender responses must not be accompanied by statements that could be construed as rendering the tender response equivocal and/or placing it on a different footing from other Suppliers. Only tender responses submitted without qualification strictly in accordance with the Further Competition ITT (or subsequently amended by Homes England) will be accepted for consideration. Homes England’s decision on whether or not a tender response is acceptable will be final.
	6. Tender responses must be written in English.
	7. Under no circumstances shall Homes England incur any liability in respect of this Further Competition or any supporting documentation. Homes England will not reimburse the costs incurred by Suppliers in connection with the preparation and submission of their tender response to this Further Competition.
	8. Homes England reserves the right to cancel this Further Competition process at any time.

# Quality

* 1. A Response Form template has been provided in Part 2 to respond to the Quality questions detailed in Section 20 (Evaluation Criteria). The Response Form must be **completed and returned** as part of the tender response.
	2. Suppliers must provide information on proposed staff in the Response Form and Resource and Pricing Schedule provided in Part 2. If the Supplier is a consortium or intends to sub-contract the Services, in whole or in part, then it should specify precisely in the Resource and Pricing Schedule which economic operator shall perform the Services (or parts thereof).

# Pricing

* 1. A Resource and Pricing schedule has been provided with this Further Competition ITT which must be completed and returned as part of the tender response.
	2. The pricing approach for this Further Competition is a mixture of:
* Lump sum fixed fee; as determined by services within Rural Estate 1 (RE1) pertaining to the Quarterly Retainer Work
* time charge (RE2)
* percentage fee (RE3)

|  |  |  |
| --- | --- | --- |
| **Service** | **% Marks Available** | **Fee** |
| RE1 | 30% | Lump sum fee to be submitted |
| RE2 | 5% | Standard Framework Rates with any discount explicitly outlined in proposal |
| RE3 | 5% | Percentage fee |

* 1. The list of activities in the Resource and Pricing Schedule is not exhaustive and there may be additional duties/services required that will emerge as work is undertaken.  This commission may be extended on client instruction to cover such matters as they arise, based on a time charged fee schedule completed in the tender response. The commission will only be extended if the services relate to the original objective of the overall call off contract.
	2. Suppliers are reminded that day rates for all individuals must be the agreed Framework Contract rates unless discounted rates are offered and will be used for all of the services.
1. **Evaluation**
	1. Tender responses will be evaluated on the basis of the overall most economically advantageous Tender (MEAT) submitted to Homes England. The evaluation criteria (and relative weightings) that Homes England will use to determine the most economically advantageous Tender are set out in Section 6 (Evaluation Criteria) below and the scoring approach is detailed in Section 7 (Worked Example). Scores will be rounded to two decimal places.
	2. Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.
	3. Award decisions will be subject to the standstill period if over the EU Services threshold. Unsuccessful Framework Suppliers will be provided with their scores and feedback to explain the award decision
2. **Documents to be Returned**

Suppliers are expected to provide the following information in response to this Further Competition ITT:

* Completed Response Form
* Completed Resource and Pricing Schedule

# EVALUATION CRITERIA

|  |
| --- |
| Quality will account for 60**%** of the Overall Score. The following scoring methodology will apply:**5 – Excellent** Satisfies the requirement and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response. **4 – Good** Satisfies the requirement with minor additional benefits. Above average demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.**3 – Acceptable** Satisfies the requirement. Demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services.**2 - Minor Reservations** Some minor reservations of the Supplier’s understanding and proposed methodology, with limited evidence to support the response. **1 – Major Reservations/Non-compliant** Major reservations of the Supplier’s understanding and proposed methodology, with little or no evidence to support the response.**0 - Unacceptable/Non-compliant** Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the understanding or suitable methodology, with little or no evidence to support the response.  **PLEASE NOTE:**If your response scores 0 or 1 for any one question your overall submission will be deemed as a fail. Any text beyond the specified page limits below will be ignored and will not be evaluated. Homes England will not cross-reference to other answers when assessing quality responses. Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.  |
| **Number** | **Criteria** | **Demonstrated by** | **Weighting** |
| 1 | **Technical Merit of Proposal** With reference to Part 1, 3. The Services, please explain how this commission will be delivered to ensure full compliance, due diligence and delivery of all works. **PAGE LIMIT:**Maximum *5* A4 pages, 11-point Corbel font  | A statement outlining method and approach explaining how the commission will be delivered* Overview of Consultant/Client Estate Management Systems and Reporting
* Inspections, reporting and escalation
* Specialist professional and technical knowledge as well as understanding of H&S, statutory compliance and procurement legislation
* Non-compliance, dispute and debt recovery
* General Expertise and approach, e.g. Crichel Down and Valuations
* Resourcing
* Organisation of Works
* Demonstrate how value for money will be achieved and evidenced for time charge works

Supported by relevant examples, where applicable, demonstrating how they are relevant to the approach proposed | 15% |
| 2 | **Understanding of Project Requirements**With reference to Part 1, 3. The Services, please demonstrate your understanding of the project requirements in terms of reporting and performance monitoring through the production of sample meeting agendas, inspection reports, dashboards, registers and any other information that you would provide for performance monitoring purposes.**PAGE LIMIT:**Maximum *9* A4 pages, 11-point Corbel font | Sample agendas for the national account quarterly performance meetings and for the regional quarterly performance meetings.Sample data dashboard Sample duty holder registerSample site inspection report including health and safetyOut of Hours Service and Escalation PlanAny other information that you would provide for performance monitoring purposes | 15% |
| 3 | **Staff and other Resources**Please demonstrate that your staff have the required knowledge and experience to undertake the services as detailed in Part 1, 3. The Services. **PAGE LIMIT:**Maximum *12* A4 pages, 11-point Corbel font | Who will undertake the commission and why have they been chosen? Identify key members of staff and allocation to the required servicesProfessional Qualifications, experience, membership of professional bodies (MRICS/FAAV)Use of and supervision of non-chartered surveyors Other supplementary knowledge, training and competency in areas such as statutory compliance, health and safety including asbestos awareness, and procurement.Resource poolSupported by a range of CVs of staff who will work on the commission, at different grades and are included in the Quarterly fee/ Resource and Pricing Schedule (maximum 10 CV’s) | 20% |
| 4 | **Management arrangements**Please explain how the services will be managed, including how the supplier will maintain consistency in service. **PAGE LIMIT:**Maximum *3* A4 pages, 11-point Corbel font | How will the commission be managed? Who will be responsible for reporting to the Client?Who will manage the team? Where subcontracting arrangements are in place, who will manage the contract?Who will attend site visits / client meetings?Communication strategySupplier locations and service provision areas How will the supplier ensure consistency in service?Supported by relevant examples, where applicable, demonstrating how they are relevant to the approach proposed | 10% |

|  |
| --- |
| Price will account for 40% of the Overall Score. The lowest price will gain the maximum marks with other prices expressed as a proportion of the best score using the maths explained in the worked example below. |
| **Criteria** | **Demonstrated by** | **Weighting** |
| Price | Completed Resource and Pricing Schedule | 40% |

1. **Worked Example**

**How your quality scoring will be used to give a weighted score**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Bidder | Question | Score out of 5 | Weighting | Weighting Multiplier | Weighted Score | Total Weighted Score |
| Supplier A | 1 | 3 | 15% | 3 | 9 | 37 |
| 2 | 4 | 15% | 3 | 12 |
| 3 | 3 | 20% | 4 | 12 |
| 4 | 2 | 10% | 2 | 4 |
| Supplier B | 1 | 5 | 15% | 3 | 15 | 49 |
| 2 | 4 | 15% | 3 | 12 |
| 3 | 4 | 20% | 4 | 16 |
| 4 | 3 | 10% | 2 | 6 |
| Supplier C | 1 | 2 | 15% | 3 | 6 | n/a (fail)\* |
| 2 | 1 | 15% | 3 | n/a |
| 3 | 2 | 20% | 4 | 8 |
| 4 | 2 | 10% | 2 | 4 |

\* in the example above Supplier C’s pricing will not be scored

**Worked example of how your price will be used to calculate a score**

|  |  |  |  |
| --- | --- | --- | --- |
| Bidder | Form of Tender price | Lowest price/Supplier’s price (as %) | Price Score (out of 40) |
| Supplier A | 350 | 350/350 = 100% | 100%\*40 = 40 |
| Supplier B | 700 | 350/700 = 50% | 50%\*40 = 20 |
| Supplier C | 250 | n/a | n/a |

**Worked example of Overall Score and Ranking**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Bidder | Total Quality Score | Price Score | Total Score | Ranked Position |
| Supplier A | 37 | 40 | 77 | 1 |
| Supplier B | 49 | 20 | 69 | 2 |
| Supplier C | n/a | n/a | n/a | n/a |

# Part 3

# 3.1 RESPONSE FORM

|  |  |
| --- | --- |
| **Framework:** | **Property Professional Services Framework 2018-2022** |
| **Project Title:** | **Homes England Rural Portfolio Management**  |
| **ProContract Identification Number:** | DN [insert] |
| **Supplier:** | [insert] |
| **Date:** | [insert] |

To enable Homes England to evaluate your tender, we require Suppliers to respond to the questions below whilst making reference to the evaluation section above.

Please refer to the evaluation section for page limits for each question. Any text beyond this will be ignored and will not be evaluated.

|  |
| --- |
| 1. **Technical Merit of Proposal**

With reference to Part 1, 3. The Services, please explain how this commission will be delivered to ensure full compliance, due diligence and delivery of all works.  |
| 1. **Understanding of Project Requirements**

With reference to Part 1, 3. The Services, please demonstrate your understanding of the project requirements in terms of reporting and performance monitoring through the production of sample reports.  |
| 1. **Staff and other Resources**

Please demonstrate that your staff have the required knowledge and experience to undertake the services as detailed in Part 1, 3. The Services.  |
| 1. **Management arrangements**

Please explain how the services will be managed, including how the supplier will maintain consistency in service. |

# 3.2 RESOURCE AND PRICING SCHEDULE

Excel spreadsheet can be found on ProContract – Appendix 4 Resource and Pricing Schedule to be embedded by Supplier in response

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