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**Cairn Housing Association**

**Provision of Materials Management Contract**

**Invitation to Tender**

Prepared by: Tony Orr & David Cargill

Issue Date: July 2017

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**1: Introduction**

**1.1: Summary of Requirements:**

Tenders are invited for the provision of a Building Maintenance Materials supply service to enable Cairn HA to carry out maintenance & repairs to its stock & for clients within its property Services Department in Inverness. Estimated maximum spend £150,000 P/A.

This Material list will consist of Cairn’s top 100 most used items however additional items will be required to cover the service. Please see appendix 1 for Materials list.

**1.2: Background:**

Cairn Housing Association (CHA) provides affordable housing services to communities throughout Scotland. We manage almost 3,500 homes with area offices in Bellshill, Edinburgh and Inverness. CHA's registered office is located at Citypoint, 65 Haymarket Terrace, Edinburgh, EH12 5HD.

This contract refers specifically to CHA’s in House property services repair team.

**1.3: Submission of Tender:**

The completed tender submission (including Quality Questionnaire and Pricing Schedule) should be returned to:

Walter Clarkson,

Head of Investment,

Cairn Housing Association,

65 Haymarket Terrace,

Edinburgh,

EH12 5HD

Submissions should be returned no later than **12noon on Friday, September 29th 2017**. The envelope / package should be marked “Materials Management Tender for CHA” and bear no name or mark that identifies the sender.

Tenders may be submitted by hand to the above address during normal working hours (9am – 5pm Monday to Thursday, 9am – 4.30pm Friday). Queries relating to this tender should be directed in the first instance to Tony Orr, Care & Repair Manager, on 0800 990 3405 – tony.orr@cairnha.com

**Please note: Failure to comply with the above may invalidate the tender submission.**

The anticipated timetable for the tender process is: 4 weeks.

* Tenders submitted: 29/09/17
* Decision made: 07/10/17
* Notification of decision to tenderers: 09/10/17
* Start of contract: 06/11/17

This schedule may be subject to change at the discretion of CHA.

**1.4: Costs and Responsibilities:**

CHA accepts no liability for costs incurred by tenderers in the preparation of their submissions. Tenderers are solely responsible for obtaining all information necessary for the preparation of their submissions.

**1.5: Rejection of Tenders:**

CHA undertakes to formally notify unsuccessful tenderers of the reasons why their submissions were unsuccessful. Such rejections will be made without prejudice to future tender invitations.

**1.6: Weighting, Evaluation and Acceptance of Tenders:**

CHA will conduct an initial examination to establish the completeness of each submission, at which point incomplete submissions will be rejected.

Tenderers should satisfy themselves of the accuracy of all quoted costs and rates. Should genuine errors be identified in their submissions, tenderers will be asked to stand by or correct their submissions.

Assessment of submissions will be based 60% on the basis of lowest price and 40% on the basis of highest quality, which will be scored on the basis of references as well as responses in the Quality Questionnaire.

The **price element** will be weighted as follows:

**Available Marks x Lowest Acceptable Tendered Price**

**Tenderer’s Price**

**Quality assessment** will be weighted as follows:

* Technical Capability: 15%
* Financial Information: 10%
* Suitability: 10%
* Working Relationships: 5%
* References: Pass / Fail

**Qualitative Elements** will be evaluated and scored as follows:

Scores will be multiplied by the appropriate weightingand recorded on the Tender Evaluation Matrix (example overleaf), on which the maximum achievable score (price score plus quality score) is 5.

**Tender Evaluation Matrix (Example)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | **Tender A** | **Tender B** | **Tender C**  |
| **PRICE (over 4 years)** |  | **£80,000** | **£100,000** | **£120,000** |
| **Criterion** | **Weight (W)** | **Mark (M)** | **W x M** | **Mark (M)** | **W x M** | **Mark (M)** | **W x M** |
| **Price Score (P)** | **60%** | **5** | **3** | **4** | **2.4** | **3.33** | **2** |
| **QUALITY** |  |
| **Technical Capability** | **15%** | **3** | **0.45** | **5** | **0.75** | **5** | **0.75** |
| **Financial Information** | **10%** | **5** | **0.5** | **4** | **0.4** | **4** | **0.4** |
| **Suitability** | **10%** | **4** | **0.4** | **4** | **0.4** | **4** | **0.4** |
| **Working Relationships** | **5%** | **4** | **0.2** | **5** | **0.25** | **3** | **0.15** |
| **Quality Score (Q)** |  |  | **1.55** |  | **1.8** |  | **0.9** |
| **Overall Score (P+Q)** |  |  | **4.55** |  | **4.2** |  | **2.9** |

|  |  |  |  |
| --- | --- | --- | --- |
| **References****(Pass / Fail)** | **PASS** | **FAIL** | **PASS** |

CHA will accept the tender it considers to be the most economically advantageous in accordance with the evaluation and award criteria outlined within this document.

**1.7: Tenderers’ Warranties:**

The tenderer warrants that it has made its own investigations and research and has satisfied itself in respect of all matters relating to the Tender, Specification and Conditions of Contract. The tenderer also warrants that it has not submitted its Tender, nor has it entered into the Contract, in reliance upon information, representations or assumptions (whether made orally, in writing or otherwise), which may have been made by CHA.

The tenderer warrants it has full authority to enter into the Contract and will – if required – produce evidence of such to CHA.

**1.8: Confidentiality:**

All documentation, information and materials relating to the Tender shall be treated as private and confidential by the Tenderer, who will use it only in connection with

The Tender. Any resulting contract shall not be disclosed (either partially or in whole) to any third party without the prior written consent of CHA.

**2: Conditions of the Contract**

**2.1: Contract Term:**

The contract term will be 24 months with an additional 12 months.

CHA require a termination clause in the written agreement of 1 month notice should they require to terminate the agreement.

The anticipated starting date of the Contract will be November 6th 2017.

**2.2: Materials:**

All materials are to meet the requirements of both the chosen Manufactures Specification and (where applicable) the current British Standard. Cost will be provided on our top 100 items & all other materials will have a set discount applied to achieve best possible value for money.

**2.3: Supply review:**

Materials will be reviewed continually by the supplier for best quality & value for money purposes whereby the supplier will provide information around similar/better or cheaper products compared to current stock.

**2.4: Design:**

The Supplier shall have liability to CHA in respect of inadequacy in the design and execution of its responsibilities under statute and the Conditions of the Contract.

**2.5: Reports:**

The supplier will forward reports such as usage/spend & any other useful or relevant reportsto the client each month for monitoring purposes. Copies of these reports should also be retained by the supplier.

**2.6: Support Services:**

The supplier will have a local branch in the Inverness area along with some form of local support services should any issues arise relating to the contract conditions or use of services/supplies. The supplier should be able to provide materials to the Caithness area where CHA has housing stock.

**2.7: Electronic Invoicing:**

The supplier will be expected to provide 1 monthly consolidated Invoice for all materials purchased that month to reduce the administration requirement in handling single invoices i.e. payment applications or consolidation.

**2.8: Integration**

Cairn HA uses maintenance scheduling software for its trade’s personnel called Markus AMS by Epix systems Ltd, there is an expectancy that the suppliers in house system will integrate with Cairn’s system to streamline services for both parties. Under this integration will be the possibility of Van stock management for supplies kept within Cairn’s vehicles.

**2.9: Community Schemes**

Cairn HA would like all of our tenants to receive a discount from the supplier as part of the agreement and would like our supplier to engage with our tenants where appropriate.

CHA carries out charitable events (approx. 2-3 per year) and would like our materials supplier to engage or offer support.

**3: Specification schedule**

**3.10: Monitoring Arrangements:**

Contract review meetings will be held at a frequency to be mutually determined between the Supplier and the Client.

**3.11: Payment Terms:**

Payment will be made by paper or electronic invoice, with 30 days payment terms, forwarded to the following address:

Finance Department,

Cairn Housing Association,

65 Haymarket Terrace,

Edinburgh,

EH12 5HD

**4: Quality Questionnaire**

Tenderers are required to complete all questions on the questionnaire overleaf (pages 9 – 12), as fully as possible, to enable CHA to assess each tenderer’s technical and professional ability to carry out the required works over the duration of the Contract. Failure to provide the required documentation or to complete the questionnaire may result in a zero quality score and elimination from the tendering process.

 .

**Materials Management:**

**Quality Questionnaire Return**

***Note to prospective tenderers:*** *Please complete all questions accurately on the Quality Questionnaire form (below). Failure to do so may lead to your submission not being evaluated.*

**Organisational Information:**

Please complete your company details, attaching an organisation chart if applicable:

|  |  |
| --- | --- |
| **Company Name** |  |
| **Company Type (legal status)** |  |
| **Year of Registration (if applicable)** |  |
| **Registered Address** |  |
| **Contact Name** |  |
| **Telephone** |  |
| **Fax** |  |
| **e-mail** |  |
| **Website** |  |

Organisation chart attached? **YES / NO**

**Technical Capability:**

Please provide an example materials/supply chain management contract you currently have in place for building maintenance materials. Sample documentation attached? **YES / NO**

Please provide details of previous experience of relevant contracts, together with the names and addresses of referees. Please include testimonials from each referee regarding these contracts:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Organisation name and address** | **Reference contact name, telephone, e-mail** | **Approximate date and value of works undertaken** | **Brief summary of works and services** | **Testimonial attached?** |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **3.** |  |  |  |  |

Please provide details of company and employee qualifications / accreditations:

|  |  |
| --- | --- |
| **Professional qualifications of managerial staff** |  |
| **Professional qualifications of personnel responsible for managing the service** |  |
| **Measures for ensuring quality of service, including certification, accreditation or any other evidence of conformity to quality assurance standards**  |  |
| **Elements of service to be subcontracted (if any)** |  |

**Financial Information:**

Please provide a copy of the Tenderer’s most recent accounts that cover the last three years of trading (or for tenderers trading for less than two years, please provide accounts for the period that is available).

Accounts attached? **YES / NO**

Please provide details of existing insurance policies and cover:

|  |  |  |
| --- | --- | --- |
| **Insurance Policy** | **Indemnity Limit** | **Insurer** |
| **Public Liability** |  |  |
| **Employer’s Liability**  |  |  |
| **Professional Indemnity** |  |  |

**Suitability:**

Please explain why you believe your organisation is suitable for undertaking the works outlined in this tender. Please provide outlines of experience in similar environments, including details of how key dates and schedules have been met.

**Working Relationships:**

Please outline how your organisation ensures its staff and suppliers / sub-contractors are satisfied with their working relationship and environment, including details of mechanisms / procedures in place to resolve issues that may arise.

**5: Pricing Schedule**

Please enter the annual cost (excluding VAT) for each item over the 24 month duration of the Contract:

|  |
| --- |
|  |
|  |
|

|  |
| --- |
| Materials Top 100 list  |
|  |
| All in Ballast 25kg |
| Ballfix valves 15mm |
| Basin plug & chain  |
| Bath plug & chain  |
| Boiler element 12 inch |
| Boiler element 6 inch |
| British Gypsum ready-made joint filler 10L |
| Cavity Fixings |
| Ceiling Rose/pendant  |
| Cement 25kg |
| Chainlink fencing 50m roll  |
| Compression couplings 15mm |
| Compression elbows 15mm |
| Compression tees 15mm |
| Copper pipe 12mm |
| Copper pipe 22mm |
| Cross head basin taps  |
| Cylinders, Euro, Assa, Oval 70mm |
| Decking Screws 40mm |
| Decorators Caulk |
| Door security chain  |
| Doors, various premdor veneered (Price Koto FD30) |
| Drain Cleaner (One shot) |
| Dressed redwood 20x95 |
| Dressed redwood 33x119 |
| Energy Saving lamps |
| Extractor Fan 4" bathroom  |
| Fence slats 100x20mm |
| Flexi pan connectors 1/2" |
| Fused spurs (all watts)  |
| Grit salt 25kg  |
| Handrail Brackets (Heavy duty 65mm) |
| Hydroflow B/E ballvalves 1/2 inch  |
| Keysafe (Mastersafe) Medium  |
| kitchen unit hinges  |
| Lamps 2d 4pin |
| Door Latch 3" |
| Lever head basin taps  |
| Lever sprung & rose door handle  |
| Light fitting 5FT strip  |
| Light switch single pole  |
| Macdee syphons 8" |
| Magnolia emulsion 10L |
| Met Post bolt down shoe |
| Mira Advance ATL Flex shower  |
| Mira sport 9kw shower  |
| Mitre Fast super glue  |
| Mopstick handrail  |
| Mould Spray |
| Plasterboard 12mm |
| Plastic post caps + pin and adhesive |
| Ply far eastern 12mm |
| Ply far eastern 9mm |
| Post 3x3 8ft treated  |
| Post 4x4 8ft treated  |
| Postcrete 25kg |
| Red plugs (mungo) |
| Redi-driva / plasterboard fixings |
| Sand 25kg |
| SD bolts 8mm hexhead |
| Sheathing ply 9mm |
| Silicone sealant |
| Single socket  |
| Slabs 2x2 & 3x2 |
| Smoke detector |
| Spring door stops, brass and silver |
| Stainless steel panhead screws 10x1.5 |
| Standard letter box & plate  |
| Standard Screws |
| Standard white Toilet seat |
| Threshold Strip (100x1000mm) |
| Threshold Strip (127x1000mm) |
| Threshold Strip (60x935mm) |
| Thunderbolts 6x100 |
| Thunderbolts 6x150 |
| Thunderbolts 6x50 |
| Thunderbolts 6x75 |
| Thunderbolts 8x150 |
| Thunderbolts 8x75 |
| Timber 45X45mm o/s |
| Treated timber 47x75mm  |
| Treated timber C16 47x125mm |
| Twin socket |
| WalkSure Decking Per metre  |
| Washing machine valve  |
| White caps 8mm hex |
| White emulsion 10L |
| White gloss paint 1L |
| Window handles, Espag  |
| Wood glue 1L |
| Woodscrew 100mm |
| Woodscrew 20mm |
| Woodscrew 30mm |
| Woodscrew 35mm |
| Woodscrew 40mm |
| Woodscrew 50mm |
| Woodscrew 60mm |
| Woodscrew 70mm |
| Worktop metal edging strip  |
| Yorkshire adaptors 15mm |

 |
| **Total Cost of 100 items: £****Total Discount on products other than the 100 listed:** |

**6: Form of Tender and Declarations:**

**Tender for the Provision of Materials Management Contract.**

**To: Cairn Housing Association (CHA)**

I / We (……………………….…….name of bidding organization,…..…..company registration number) whose registered address is (…………………………………………………………………………………), having examined the invitation to tender and other documents made available to us, hereby tender to provide all services outlined in the tendering documents and confirm our submission of a compliant bid.

I / We hereby offer to supply the service subject to the terms and conditions set out in the tendering documents at the prices and rates set out in the pricing schedule.

I / We undertake in consideration of having been supplied with the particulars and permitted to tender, that this quotation shall not be modified or withdrawn for 60 (sixty) days from the date of its delivery but shall remain binding upon me / us during that period.

I / We understand CHA is not bound to accept the lowest or any tender it may have received and it will not pay expenses incurred by me / us in connection with the preparation and submission of this tender.

Unless and until a formal contract is prepared and executed, this tender (together with CHA’s written acceptance thereof) shall constitute a binding agreement between us.

**Anti-collusive tendering declaration:**

I / We declare the following:

1. This is a bona fide tender, intended to be competitive, and that I / We have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person, persons or third parties.
2. I / We have not done and I / We undertake that I / We will not do at any time before the hour and date specified for the return of this tender any of the following acts:
3. Communicating to a person other than the person calling for those tenders the amount or approximate amount of the tender except where confidential disclosure of the amount was necessary to obtain premium quotations required for the preparation of the tender.
4. Entering into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted.
5. Offering or agreeing to pay or give any sum of money or valuable consideration (directly or indirectly) to any person for doing, having done or causing to be done in relation to the tender any act or thing as described above in points a and b.

In this declaration, the word ‘person’ includes any persons or body associated, corporate or unincorporated. ‘Any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

Dated this…………………………day of…………………..20…….

Signature………………………………………………………………

For and on behalf of………………………………………………….

*(Name of firm or company)*

Status of signatory……………………………………………………

*(E.g. Partner or director)*



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**AGREEMENT**

**Between**

**……………………………**

**And**

**Cairn Housing Association,**

**Incorporated under the Industrial and Provident**

**Societies Act and having its Registered Office at**

**Citypoint, 65 Haymarket Terrace, Edinburgh, EH12 5HD,**

**Being a Scottish Registered Charity (No SC016647)**

**Regarding**

**Provision of a Materials Management Contract**

**1.0: INTRODUCTION**

1.1: This Agreement regulates the provision of a Materials Management contract

 (Hereinafter referred to as “the Service”) provided by …………………………

 To the premises operated by Cairn Housing Association identified in the

 Schedule of Assets. Service provision will be in accordance with the standards

 Laid down in the Specification.

1.2: This Agreement shall constitute the complete Agreement between

 ……………………… and Cairn Housing Association (“the Parties”).

**2.0: COMMENCEMENT and DURATION**

2.1: This Agreement shall commence on *6th November 2017* and shall endure for twenty-four months, terminating on *6th November 2019*.

**3.0: LIAISON ARRANGEMENTS**

3.1: For the purpose of liaison in relation to this agreement, ………………………..’s

 Liaison representative will – in the first instance – be …………………………, or

 His / her successor, as shall be notified to Cairn Housing Association in writing

 From time to time.

3.2: For the purpose of liaison in relation to this agreement, Cairn Housing

 Association’s liaison representative will – in the first instance – be Tony Orr,

 Care & Repair Manager or his successor, as shall be notified to

 ……………………………… in writing from time to time.

3.3: In the event of issues of concern regarding the operation of the Service, or either

 Of the parties believes the terms and conditions of this Agreement are not being

 Fulfilled and the matter cannot be resolved through the above mentioned liaison

 Representatives, the issues of concern shall be referred to …….. And ………., or

 Their respective successors, as shall be notified by each party to the other in

 Writing from time to time.

**4.0: PAYMENT**

4.1: Invoices for this service should be forwarded monthly (via post or e-mail) to:

 **The Finance Department,**

 **Cairn Housing Association,**

 **Citypoint,**

 **65 Haymarket Terrace,**

 **Edinburgh,**

 **EH12 5HD**

**5.0: VARIATION and TERMINATION of the AGREEMENT**

5.1: The terms and conditions of this agreement may only be varied by mutual

 Agreement, in writing, between the Parties.

5.2: …………………….. Will consult with Cairn Housing Association prior to

 Subcontracting any element of this service.

5.3: This Agreement may be terminated by either party, giving to the other not less

 Than 4 weeks’ notice in the event of a breach of this Agreement (as after

 Defined). If a failure has not been rectified within one month of written

 Notification of the nature and extent of the failure and the matter cannot be

 Resolved in terms of Clause 3.3 above, in these circumstances the parties shall

 Be entitled to proceed as though there has been a breach (In particular, and

 Without prejudice to the foregoing generality, it may be treated as a breach if

 ……………………… has failed to provide any part of the Service which it

 Has agreed to provide under this Agreement).

**6.0: RECORDS**

6.1: Both parties shall record and retain all information provided to them by the other

 Party relating to the provision of the Service. Such information as relates to site

 Security must be treated in the strictest confidence and issued only to personnel

 Pursuant to provision of the Service. ……………………….. Must request, in

 Writing, from Cairn Housing Association authorisation to issue site specific

 Information to subcontractors.

6.2: This, and Service User related information collected by both parties must be

 Recorded, stored and disposed of in such a way as to ensure confidentiality and

 Compliance with Data Protection regulations. Both parties shall retain, for a

 Period of five years after termination of this Agreement, financial and other

 Records in relation to the provision of the Service.

**7.0: INSURANCE and INDEMNITY**

7.1: Both parties shall be responsible for ensuring that appropriate and adequate

 Insurance cover is maintained throughout the duration of this Agreement and

 Shall, on request, provide evidence to the other party that such cover has

 Been effected and all due premiums paid.

 Except to the extent caused by the negligence or default of the other party or

 Those for whom it is responsible at law, each party shall indemnify and keep

 That other party indemnified from and against all actions, costs, proceedings,

 Expenses, claims, losses, demands, damages and liabilities whatsoever in

 Respect of any injury or accident which may happen or arise to any person or

 Property as a consequence of or incidental to the Service. The rights and

 Obligations of the parties pursuant to this Clause 7 shall survive termination

 (Howsoever arising) or expiry of this Agreement

**8.0: COMPLAINTS**

8.1: Throughout the period of the Agreement, both parties shall adhere to and

 Comply with their respective complaints and suggestions procedures relating to

 The provision of the Service. A copy of these procedures shall be provided to

 Service Users at the commencement of the provision of the Service.

 ……………………………. shall maintain a Complaints Register, which shall be

 Available at all times to Cairn Housing Association. Further, where a complaint

 Relating to the Service or any person involved therein is made to Cairn Housing

 Association by any person, Cairn Housing Association shall immediately inform

 ……………………………… of the same in order that the complaint can be dealt

 Within accordance with ……………………………………’s complaint procedures.

 Complaints relating to the contract/service will be referred to

 Cairn Housing Association.

**9.0: MONITORING and EVALUATION**

9.1: The Parties shall continuously monitor and review the operation of the Service

 To ensure the Standard of Service is maintained in a manner which satisfies

 Each party’s legal, financial and personnel standards.

9.2: Should either party have any concerns regarding the delivery of the Service, it

 Will advise the other party of same in writing and request a meeting to discuss

 These concerns.

9.3: Service reviews will be held no less than every six months and attended by

 Representatives of both parties. Responsibility for convening the review

 Meetings, arranging a venue and taking / distributing the minutes thereof shall

 Be that of Cairn Housing Association.

9.4: In addition to the six-monthly reviews, either party may request a review of the

 Service be convened at any time if in the reasonable opinion of that party there

 Are circumstances which render it appropriate to call such a review? In this

 Event, the responsibility for arranging and holding such a review shall be that of

 Cairn Housing Association.

9.5: Each party, if requested to do so by the other, shall co-operate fully with the

 Other party (including but not limited to the provision of documented

 Statements from staff) in connection with any legal proceedings, Ombudsman

 Enquiries, arbitration or Court proceedings in which the other party may become

 Involved, or any relevant Disciplinary Hearing internal to that other party arising

 Out of the provision of the Service and - where deemed necessary by that other

 Party - shall require its employees or volunteers to give evidence in such

 Enquiries, arbitration, proceedings or Hearings

9.6: Reviews shall include (but are not limited to) the following criteria:

* The Agreement conditions and Service Specification:

 - Specification’s suitability for the Client’s needs

 - Ability of both parties to comply with the standards of the Agreement

 - Requirement (if applicable) to vary the Agreement

* Quality and performance issues will include but are not limited to::

 - Frequency of equipment breakdowns and downtime pending repair /

 Replacement of assets

 - Review of reports and complaints from tenants and site management

 - Compliance with Health and Safety Regulations and Approved

 Codes of Practise

 - Follow-up / consequential actions following maintenance inspections

 - Performance of subcontractors (where applicable)

**10.0: NOTICES**

10.1: Any Notice, Order or instruction to be served on, given or delivered by one

 Party to the other shall be deemed to be duly served, given or delivered to that

 Other party as and when (unless the contrary is proved) the Notice, Order or

 Instruction would be delivered or received in the ordinary course of post, if

 Posted First Class Recorded Delivery addressed to that party’s respective

 Liaison representative at that party’s usual or last known registered office.

 In the event of an emergency, notice may be given orally by one party to the

 Other party’s liaison representatives or their authorised deputies subject to the

 Terms of that notice being confirmed forthwith in writing.

**11.0: FORCE MAJEURE**

11.1: For the purpose of this Agreement, “Force Majeure” shall be deemed to be any

 Circumstance affecting the performance of this Agreement arising from or

 Attributable to acts, events, omissions or accidents beyond the reasonable

 Control of the party to perform.

11.2: If either party to this Agreement cannot perform any of its obligations when

 They are due to be performed because of Force Majeure (as defined above),

 And if such party gives written notice to the other party specifying the

 Circumstances constituting Force Majeure together with such evidence as it

 Reasonably can give and specifying the period for which it is estimated that

 These circumstances will continue, then the party in question shall be excused

 The performance or the practical performance, as the case may be, of the

 Contractual obligations which are affected by Force Majeure from the date on

 Which it became unable to perform them and for so long as Force Majeure

 Continues, subject to the provisions of Clause 11.3 (below).

11.3: If the period of Force Majeure exceeds two months, either party may serve on

 The other one month’s notice of termination of this Agreement.

11.4: Both parties agree to use all reasonable endeavours to ensure that, during any

 Period when Force Majeure exists, the needs of Service Users are

 Accommodated to the fullest extent practicable.

**12.0: MISCELLANEOUS**

12.1: The representatives of the parties to the Agreement warrant their power to

 Enter into this Agreement and have obtained any necessary approvals to do

 So.

12.2: Both parties shall comply with all relevant existing and future legislative

 Requirements relating to the provision of the Service including, without

 Prejudice to the foregoing generality, those relating to Health and Safety at

 Work, Human Rights, Equal Opportunities, Data Protection and Freedom of

 Information.

12.3: The construction, validity, performance and all other matters arising out of and in connection with this Agreement shall be governed by the Law of Scotland and subject to exclusive jurisdiction of the Scottish Courts.

**IN WITNESS WHEREOF:**

These presents typewritten on this and he preceding five pages are signed as

Follows:

**For and on behalf of………………………………….:**

At [        ] on the [        ] day of [       ] Two thousand and Seventeen

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signed Witness Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Signatory Witness Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Designation Witness Address

**For and on behalf of Cairn Housing Association:**

At [        ] on the [       ] day of [      ] Two thousand and Sixteen

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signed Witness Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Signatory Witness Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Designation Witness Address