

Date: 1 September 2023
Contract Ref: 23/002
Property ref: 1



Property Management
Supporting People
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE
camden.gov.uk

Enquiries to: Leaseholder Services



The Leaseholder(S)
Goldthorpe
Camden Street
London
NW1 1

52819/62572/C1
375D/00022/0001125

Dear Leaseholder/Freeholder,

Re: Property Address: Goldthorpe, Camden Street, London, NW1
Consultation on Twelve building related term service contracts

Important information about Camden Building Term Services Contracts

In June 2020 the London Borough of Camden's Cabinet (the Council) approved the procurement strategy for 12 Camden Building Term Services Contracts. This strategy proposes that twelve single contracts are entered into, to support the in-house repairs arrangements currently in place. Eight of these contracts cover work that can be recharged to leaseholders under the terms of your lease. In January 2022 the Council notified you of these 8 contracts, for which the consultation period has now completed.

However, we are now required to retender for Major Works North (Contract 1). As this contract covers work that can be recharged to leaseholders under the terms of your lease. So we are consulting you again now, for Contract 1 only.

The contract was previously tendered in February 2021 and the initial award to Mitie Property Services (UK) Ltd was approved in February 2022. However, Mitie Property Services (UK) Ltd withdrew from the contract during the mobilisation period, as they were unable to deliver the requirements.

In June 2022, Camden's Procurement Team undertook an exercise to request that the remaining compliant tenderers reopen their tenders, to confirm their previous price or submit any revisions. Tenders were reopened for acceptance until 31st October 2022. We have not been in a position to award this contract based on any of the revised prices, the tenders have now expired, and are no longer in line with current market conditions. Therefore the recommendation is to retender this single contract.

The services and works covered by this building term service contract will predominantly be provided to the Council's 13,271 homes (including 5,487 leasehold), corporate buildings, commercial properties and 23 schools and children's centres in the North of the borough. But the contractor may also take on work in the South of the borough due to; unavailability of resources, high volumes, under performance of other contractors, or to support in-house contractors, etc.

As a leaseholder, you will only be liable to pay for a proportionate part of any costs incurred in relation to your estate, block or property under this contract.

The contract that Camden intends to tender for will be for a period of approximately 5 years.

This long term agreement will support the requirement for a range of specialist works to be delivered; obtaining value for money and recharging of costs to leaseholders where appropriate.

Next steps:

1. Once this first stage of the consultation period has been completed, tendering for a contractor will take place
2. Following the analysis of the tender returns, and completion of the evaluation process, the successful contractor will be proposed
3. Second stage consultation with leaseholders on the proposed contractor is expected to take place in February – March 2024
4. Once the second stage of the consultation period has been completed, a contractor will be appointed

Please read the notice enclosed with this letter, which sets out further details of our proposal and of the reason why the Council proposes to enter into a long term agreement.

Also enclosed is a Frequently Asked Questions document which we hope will answer most queries, but if you have any comments or questions about our intention please email us or complete the enclosed observation form.

Please note that this letter and the Frequently Asked Questions page do not form part of the statutory notice.

Yours sincerely,



Gavin Haynes
Director of Property Management

Enclosed:

1. Statutory Notice of Intention
2. Frequently asked Questions
3. Observation form

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NOTICE OF INTENTION TO ENTER INTO QUALIFYING LONG TERM AGREEMENTS

(Section 20 of the Landlord and Tenant Act 1985 (as amended) (“the Act”) and Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003 (“the Regulations”).



Dear Leaseholder(s)/Freeholder(s),

Re: Property Address: , Goldthorpe, Camden Street, London, NW1

Qualifying long-term agreement relating to a five-year contract

I am writing to inform you that the London Borough of Camden (“the Council”), as your landlord, proposes to enter into a long term agreement (“the Agreement”) with a contractor, details of which are given below.

1. Introduction

The Council is planning to enter into what the Act and the Regulations call a “qualifying long term agreement” (“QLTA”). This is an agreement, which will last for more than 12 months, and concerns services and qualifying works to be carried out in relation to the building, or estate in which you are a leaseholder.

The contract sets out the Council’s requirements, for example, the technical standards and pricing schedules, under which the contractor will be engaged.

As a first step, a procurement exercise will be carried out to establish the contract, in accordance with the requirements of the Public Contracts Regulations 2015 (as amended).

The contract is planned to run from May 2024 for a duration of 5 years. But the contract will include a break clause.

The value of the procurement is £8.1m over the contract period.

The contract will be comprised of the following specialism:

- Contract 1: Building Works – North*
* *And in the South of the borough if required*

Section 2 below includes a general description of the services and works, which are covered by this contract.

Entering into an Agreement with the Council as proposed does not entitle a contractor to any particular amount of work.

Where services or works covered by the Agreement relate to your estate or block or property, you will be liable, pursuant to your lease, to pay a portion of the cost by way of a service charge.

2. General Description of services to be performed and works to be carried Out;

The list below is a general description of the services to be performed and works to be carried out under the Agreement;

Contract 1: Building Works - North

- General repairs and refurbishment schemes to the external envelope and common parts of buildings: repair and renewal of all major elements of construction inclusive of but not limited to windows, roofs, walls and wall coverings, drainage, glazing, damp proofing, structural works and underpinning, plumbing, painting, area lighting, emergency lighting and means of escape, including stairways, fire escapes, ladders.
- Internal improvement works: repairs to and, where required replacement of, kitchens, bathrooms, electrical systems, plumbing and heating. ***(This work will not be chargeable to leaseholders)***
- External estate works: landscaping, paths, roads, boundary walls and fencing.
- Any enabling or making good works associated with the above.
- All required compliance checks in association with the works outlined above, including fire safety, electrical safety, gas safety and asbestos surveys, with associated reports and certificates.

3. Reasons for considering it necessary to enter into the Agreement

The Council considers it necessary to enter into the Agreement for the following reasons;

A long term Agreement lowers the administrative costs/ transactions costs significantly, which would otherwise be disproportionate in relation to the works. For example, for a smaller piece of work the time and resources required to obtain individual quotations or tenders, would be high in relation to the value of the works, and so they would represent significant on costs. It would also cause a significant delay in carrying out the works. Aggregating spend over a large

number of projects over time, should lead to economies of scale and lower prices for all works.

As your landlord, the Council has to meet certain obligations under your lease, in particular with regards to maintaining, repairing, redecorating, renewing and amending the property, block and estate and relevant component parts of these.

The landlord's covenants in the lease associated with the above obligations relate to:

- the structure of the building and in particular the roofs, foundations, external and internal walls, window frames, timbers, chimneystacks, gutters and rainwater and soil pipes. It also covers the boundary walls and fences of the building;
- the electric cables, television aerials, wires, supply lines, and all other conducting media in, under and upon the building. This includes access systems, communal lighting and fire protection;
- the passenger lifts, lift shafts and machinery (if any); and
- the boilers and heating and hot water apparatus (if any) in the building as well as the sewers, drains, channels, watercourses, gas and water pipes in, under and upon the building.



In order to meet these obligations, the Council proposes establishing the Agreement as described in this notice.

4. Reasons for considering it necessary to carry out works on a building or other premises

This contract covers ad hoc work that may be required to your estate, building or property, that have not been planned or programmed.

If works are identified, and the share for any individual property within your building exceeds £250, then you will be consulted again at that time.

5. Observations

You are invited to make any written observations regarding the proposals contained in this notice. If you wish to do this, you must send them to this office in writing to be received within 30 days from the date of this notice. All observations must be received by the **6 October 2023**. Observations should be sent to the following address:

Leaseholder Services
London Borough of Camden
Camden Town Hall
Judd Street
London
WC1H 9JE

Or PREFERABLY BY EMAIL

Email capitalservices@camden.gov.uk and include the contract reference: **23/002** and your property address and / in the email subject field.

6. Reasons why the Council is not inviting nominations from leaseholders

The Public Contracts Regulations 2015 (PCR 2015) and the Public Procurement (Amendment)(EU Exit) Regulations 2020 (PPAR 2020) require the Council, as a public authority, to advertise this agreement by way of a public notice, in the United Kingdom FTS (Find a Tender Service) because of the estimated value of the services. Where it is necessary to issue such a public notice (as in this case), the right of leaseholders to nominate a contractor themselves does not apply.

The public notice must give details and invite tenders from suitable providers, in respect of the proposed agreement. In view of this requirement, the Regulations state that it is not possible for leaseholders themselves to propose a person or provider to tender for the contract, as would otherwise be the case. The Regulations also state that leaseholders must be informed of this fact.

Once observations have been considered and the consultation period has closed, the Council intends to place a public notice in the UK FTS to invite expressions of interest.

7. Further consultation – Notification of Landlord’s Proposal

It is anticipated that once this initial consultation has concluded and upon receipt of the tenders, we will send you a further notice regarding the Council’s detailed proposal in accordance with the Regulations. This will inform you of the proposed contractor and provide you with a further opportunity to be consulted about the Agreement.

8. Cost of the services

As a leaseholder, you will only be liable for a proportionate part of any costs incurred in relation to your estate or block or property under the Agreement.

Yours sincerely,



Gavin Haynes
Director of Property Management

**Sections 20 and 20ZA of the Landlord and Tenant Act 1985 (as amended)
Schedule 2 to the Service Charges (Consultation Requirements) (England)
Regulations 2003**

Written Observations

Please complete this form and return it by **6 October 2023**

Send to:

**Leaseholder Services
London Borough of Camden
Camden Town Hall
Judd Street
London, WC1H 9JE**

Email: capitalservices@camden.gov.uk quoting **23/002** and property reference

Leaseholder Name:

Property Address: , _____, Goldthorpe, Camden Street, London, NW1 _____

Property Reference: : _____

Contract Reference: Building Related Term Service Contract - North

Please tick which box applies to you.

- I have no observations*
 I wish to make the following observations: (please detail these below)

Please note you do not have to use this form, you can send a separate letter or email with your observations

Signed by _____

Dated _____

Frequently Asked Questions

Q1: What is this proposal?

A: We are re-tendering for the Major Works North Contract. This contract covers general repairs and refurbishment to the external envelope and common parts of buildings, external estate works and all required compliance checks in association with these works. As this work carried out to your building or estate can be recharged to you under the terms of your lease, we are consulting you again now.

Please also note that while this work will predominantly be provided to the Council's homes, corporate buildings, commercial properties, schools and children's centres in the North of the borough. The contractor may also take on work in the South of the borough due to; unavailability of resources, high volumes, under performance of other contractors, or to support in-house contractors, etc.

We will advertise the Major Works North Contract using the "open" procedure under the Public Contracts Regulations 2015 (see Q4 below). After evaluating the bids, the highest ranked contractor will be proposed.

The contractor proposed will be the one that has submitted the "Most Economically Advantageous Tender", which means the best proposal in terms of price and quality, this being weighted 60% price and 40% quality.



Q2: What work has been done to date in establishing this proposal?

A: The Council has considered a range of options whilst developing the proposed strategy. Maintenance contracts are under constant review for insourcing opportunities. This contract will support the in-house team in the delivery of major repairs.

Q3: What are the key dates and stages?

A:

Leaseholder Consultation: Notice of Intention	September – October 2023
United Kingdom FTS (Find a Tender Service) Notice for Tender Published	October – November 2023
Tender & Evaluation Process	January – March 2024
Leaseholder Consultation: Notice of Proposal	March – April 2024
Contractor Appointment	May 2024

Q4. What work are you proposing at my property?

A: The agreement the council proposes to enter into is primarily intended for repairs which may be required during the term of the agreement. The need for repairs may become apparent at relatively short notice. As such, it is not possible to tell you what repairs may be required at this time at your property specifically.

Q5: How will bidders be evaluated and appointed?

A: We will be using the “open procedure” to appoint the suppliers. The approach is set out by the **Public Contracts Regulations 2015**. The open procedure is suitable for simple procurements where the requirement is straightforward. It is most commonly used in practice where the requirement can be clearly defined. As there is no “pre-qualification” of bidders, anyone can submit a tender, and it is possible that a large number of suppliers will bid.

The first stage will involve a “Selection Questionnaire” (SQ) which will be sent out to suppliers who respond to the advertisement; this advertisement is generally called “Find a Tender Contract Notice”. Suppliers complete and submit a questionnaire along with project specific selection method statements for evaluations, where if passed, will then be shortlisted for the tender stage of the process.

Following the SQ evaluation process, a shortlist of suppliers for the contract will be established. Shortlisted suppliers will then have their tender response and pricing elements evaluated. It is at this stage that suppliers’ submitted tender prices are opened and reviewed by Camden’s Procurement Team. In addition to the price submissions there will be contract specific method statement questions.

Following the analysis of tender returns and completion of the evaluation process, Camden will notify leaseholders of the proposed contractor.

Q6: How will this contract ensure value for money?

A: As set out earlier, the contract will be awarded the “Most Economically Advantageous Tender” which means the best proposal in terms of price and quality, this being weighted 60% price and 40% quality.

Q7: How will performance be monitored and what will be done to ensure the contractor meets quality standards?

A: The contractor who will be carrying out the packages of work will be assessed against a set of measures (as shown below), these will be detailed in the contract:

The measures will include (but not limited to):

- flexibility to transfer the services to a better performing contractor in the event a contractor is under performing against the KPI set. The need to have more than one contractor for certain critical areas.
- a break clause that allows the contract to be ended by either the Council or the Contractor, not earlier than 6 months after the contract start date provided that 13 weeks’ notice has been given.

These measures will focus on those areas that are most important to the Council and its residents, e.g. quality of work and satisfaction with works. Details of such procedures will be included within the terms and conditions of the contract.

The Council will continue to carry out physical checks on works undertaken by its Repairs Teams.