

Contract Document

Term Maintenance Contract

**Warden Call, Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates at**

Sheltered Housing Properties

For and on behalf of

**Gateway Housing Association
409-413 Mile End Road
London
E3 4PB**

L060274S/A1_12/0136 February 2019

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**Warden Call, Door Entry Systems, Access Controls,
CCTV, Automatic Doors and Powered Gates at
Sheltered Housing Properties**

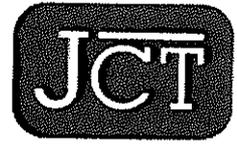


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SECTION 1

JCT MEASURED TERM CONTRACT 2016



This contract has been amended from the original template.

MTC 2016

Measured Term Contract 2016

2016

MEASURED TERM CONTRACT



Measured Term Contract (MTC)

Appropriate for use:

- by Employers who have a regular flow of maintenance and minor works, including improvements, to be carried out by a single contractor over a specified period of time and under a single contract;
- where the work is to be instructed from time to time and measured and valued on the basis of an agreed schedule of rates; and
- where a Contract Administrator is to administer the conditions.

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For details of 2016 Edition changes, see the Measured Term Contract Guide (MTC/G) and the Tracked Change Document.

www.jctltd.co.uk

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Agreement

This Agreement is made the _____ 20 _____

Between **The Employer** Gateway Housing Association Limited

(Company No. IP10433R)⁽¹⁾

whose registered office is at 409-413 Mile End Road, London, E3 4PB

And **The Contractor** Secure Electronic Applications Limited

(Company No. 3775017)⁽¹⁾

whose registered office is at 36 Pearson Way, Questor, Dartford, Kent, DA1 1JN

⁽¹⁾ Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number.
As to execution by foreign companies and matters of jurisdiction, see the Measured Term Contract Guide.

Recitals

Whereas

- First** the Employer requires maintenance and minor works to be carried out in:
Contract areas as detailed in 1.1. and 4 of the Invitation to Tender Document. ('the Contract Area') in accordance with the details set out or referred to in the Contract Particulars;
- Second** the Contractor has offered to carry out the required works at specified rates or as otherwise determined in accordance with the Conditions and the Employer has accepted that offer;
- Third** the Employer has appointed a Contract Administrator to issue Orders for the required works and carry out the functions ascribed to the Contract Administrator by the Conditions;
- Fourth** the Contractor has supplied to the Employer the Contractor's safety policy complying with Statutory Requirements, a copy of which is annexed;
- Fifth** whether any of Supplemental Provisions 1 to 6 apply is stated in the Contract Particulars;

Articles

Now it is hereby agreed as follows

Article 1: Contractor's obligations

The Contractor shall carry out all Orders that are placed with him during the Contract Period in accordance with the Contract Documents.

Article 2: Payment

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions amounts calculated by reference to the Schedule of Rates identified in the Contract Particulars (item 12), adjusted and, if appropriate, revised as therein mentioned, or (where applicable and appropriate) calculated by reference to a Schedule of Hourly Charges (subject to items 13 and 14).

Article 3: Contract Administrator

For the purposes of this Contract the Contract Administrator is

Gateway Housing Association's appointed representative

of 409 - 413 Mile End Road, London, E3 4PB

or, if he ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10.1 of the Conditions.

Article 4: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is

Not Applicable

of Not Applicable

or such other person as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is

Not Applicable

of Not Applicable

or such other contractor as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders.

Article 6: Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

Article 7: Arbitration

Not applicable.

Article 8: Legal proceedings^[3]

Subject to Article 6 and (where it applies) to Article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

^[3] If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 7 and clauses 9.3 to 9.8 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1.7).

Contract Particulars

Note: An asterisk * indicates where selection has been or should have been made.

1 Properties and description of the types of work (First Recital)

- 1 List of properties in the Contract Area in respect of which Orders may be issued:

See Section 5 of ITT Documents which identifies the properties / equipment which are likely to be instructed as of the Contract commencement date.

- 2 Description of the types of work for which Orders may be issued^[4]:

See Refer to Invitation to Tender Document.

2 Supplemental Provisions^[5] (Fifth Recital and Schedule)

(Where neither entry against one of Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.)

Collaborative working	* Supplemental Provision 1 applies
Health and safety	* Supplemental Provision 2 applies
Cost savings and value improvements	* Supplemental Provision 3 applies
Sustainable development and environmental considerations	* Supplemental Provision 4 applies
Performance Indicators and monitoring	* Supplemental Provision 5 applies
Notification and negotiation of disputes	* Supplemental Provision 6 applies
Where Supplemental Provision 6 applies, the respective nominees of the Parties are	Employer's nominee

^[4] Where the National Schedule of Rates is to apply (see items 12·1 and 12·2 of the Contract Particulars) but some (or all) of the work is of a type for which it is appropriate to use as a basis for pricing a version of the National Schedule other than 'Building Works', the Parties, in addition to stating that in item 12·2, should make appropriate entries here (or in any separate document incorporated by reference here) indicating the types of work to which it is agreed that such alternative version of the National Schedule shall apply.

^[5] Supplemental Provision 7 (Transparency) applies only where the Employer is a Local or Public Authority or other body to whom the Freedom of Information Act 2000 applies; Supplemental Provision 8 (The Public Contracts Regulations 2015) applies only where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Mr E Ehiorobo

Contractor's nominee

Mr Kevin Vickers

or such replacement as each Party may notify to the other from time to time

3 Contract Period^[6]

(Article 1 and clause 7.1)

Subject to clause 7.1, the Contract Period will be 3 years with Employer's option to extend for a further 2 years (1+1) years

commencing on 01 April 2019

4 Arbitration

(Article 7)

(If neither entry is deleted, Article 7 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and clauses 9.3 to 9.8 apply.)^[7]

* Article 7 and clauses 9.3 to 9.8 (Arbitration) do not apply

5 BIM Protocol

(Clause 1.1)

BIM Protocol (where applicable)
(State title, edition, date or other identifiers of the relevant documents.)

Not applicable

6 Orders – minimum and maximum value

(Clause 2.4)

Minimum value of any one Order to be issued
£25.00 (words Twenty-Five Pounds)

Maximum value of any one Order to be issued
£5,000.00 (words Five Thousand)

7 Orders – value of work to be carried out

(Clause 2.5)

Approximate anticipated value of work to be carried out under this Contract

* £Not Known (words Not Known) per annum

^[6] The period is envisaged as normally being at least one year.

^[7] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Measured Term Contract Guide. See also footnote [3].

8 Orders – priority coding^[6]

(Clause 2.6)

Refer to Invitation to Tender Document**9 Construction Industry Scheme (CIS)**

(Clause 4.2)

The Employer at the commencement of the Contract Period

* is not a 'contractor'

for the purposes of the CIS

10 Payments

(Clauses 4.3, 4.4 and 4.5)

Estimated value of an Order above which
progress payments can be applied for
(If none is stated, it is £2,500.)

£Refer to Invitation to Tender Document

Valuation Dates

(If no date is stated, the Valuation Date is the last day of each month.)

The Valuation Date in each month is the

Refer to Invitation to Tender Document day of the month**11 Responsibility for measurement and valuation**

(Clause 5.2)

(Unless one of the three options opposite is
selected and, if relevant, an estimated value
specified, the Contract Administrator shall
measure and value all Orders.)

- * ~~The Contract Administrator shall measure and value all Orders/~~
- * ~~The Contract Administrator shall measure and value each Order with an estimated value of £~~
~~or more; the Contractor shall measure and value all other Orders/~~
- * The Contractor shall measure and value all Orders

12 Schedule of Rates

(Clauses 5.3, 5.6.1 and 5.6.2)

-1 **The Schedule of Rates is**

- * Refer to Invitation to Tender Document. (Identify the Schedule of Rates to be used)

subject to adjustment of the rates listed in that Schedule by

- * the addition/
- * the deduction

of the **Adjustment Percentage**, which is *as set out in the following document Refer to Invitation to Tender Document

-2 Not applicable.

^[6] To be completed if the Employer requires; as an example the code might be:

- 'A': response time to be 4 hours;
- 'B': to be commenced within 2 days;
- 'C': to be commenced within 14 days;
- 'D': to be commenced as agreed.

·3 Rates – Fluctuations

Clause 5-6-1 * does not apply
(Unless 'applies' is deleted, the clause shall be deemed to apply.)

·4 Basis and dates of revision

Not applicable.

13 Daywork

(Clauses 5-4, 5-6-3 and 5-6-4)

·1 Valuation – percentage additions

Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:

Overheads and profit on Materials	<u>Refer to Invitation to Tender Document</u> per cent
-----------------------------------	--

Overheads and profit on Plant, Services and Consumable Stores	<u>Refer to Invitation to Tender Document</u> per cent
---	--

Overheads and profit on Sub-Contractors	<u>Refer to Invitation to Tender Document</u> per cent
---	--

·2 Revision of Schedule of Hourly Charges

Clause 5-6-3 * does not apply
(Unless 'applies' is deleted, the clause shall be deemed to apply.)

14 Overtime work

(Clause 5-7)

The percentage addition in respect of overheads and profit on non-productive overtime rates is <i>(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)</i>	<u>Refer to ITT Document</u> , per cent
--	---

15 Insurance

(Clauses 6-4-1, 6-7A, 6-7B, 6-8 and 6-11)

·1 Contractor's Public Liability insurance: injury to persons or property - the required level of cover is not less than	<u>£10,000,000.00</u> for any one occurrence or series of occurrences arising out of one event
--	---

·2 Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	<u>15</u> per cent
--	--------------------

- 3 Insurance of existing structures - clause 6·7A·1^[11] * is replaced by the provisions of the following document(s)
(Unless otherwise stated, clause 6·7A·1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s).) Refer to ITT Document.
 (the 'Clause 6·7A·1 Replacement Schedule')
- 4 Insurance of work or supply comprised in Orders - clause 6·7B * does not apply
(If neither entry is deleted, the clause does not apply.)
- 5 Not applicable
- 6 Terrorism Cover – details of the required cover * are set out in the following document(s)
(Unless otherwise stated, Pool Re Cover is required.) Not required.

16 Break Provisions – Employer or Contractor
 (Clause 7·1)

The period of notice, if less than 13 weeks, is Employer 13 weeks, Contractor 26 weeks

17 Settlement of Disputes
 (Clauses 9·2, 9·3 and 9·4·1)

Adjudication^[12]

The Adjudicator is Royal Institution of Chartered Surveyors

Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)^[13]
(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)

- * Royal Institute of British Architects
- * The Royal Institution of Chartered Surveyors
- * constructionadjudicators.com^[14]
- * Association of Independent Construction Adjudicators^[15]
- * Chartered Institute of Arbitrators

Arbitration^[16]

Not applicable.

[11] As to choice of applicable insurance provisions, see the Measured Term Contract Guide. In respect of existing structures, it is vital that any prospective Employer who is not familiar with clause 6·7A and the alternative solutions under clause 6·7A·1 – in particular, any Employer who is a tenant – or an appropriate member of the Employer's professional team, should consult specialist insurance advisers prior to the tender stage. Any Employer who is a tenant should also consult his insuring landlord prior to that stage.

[12] The Parties should either name the Adjudicator and select the nominating body or, alternatively, select only the nominating body. The Adjudication Agreement (Adj) and the Adjudication Agreement (Named Adjudicator) (Adj/N) have been prepared by JCT for use when appointing an Adjudicator.

[14] constructionadjudicators.com is a trading name of Contractors Legal Grp Ltd.

[13] Delete all but one of the nominating bodies asterisked.

[15] Association of Independent Construction Adjudicators is controlled by and acts as an agent of the National Specialist Contractors' Council for the purpose of the nomination of adjudicators.

[16] This only applies where the Contract Particulars state (against the reference to Article 7) that Article 7 and clauses 9·3 to 9·8 (*Arbitration*) apply.

Attestation

Note on Execution

This Agreement should be executed by both the Employer and the Contractor either under hand or as a deed. As to factors relevant to that choice, see the Measured Term Contract Guide.

Execution under hand

If this Agreement is to be executed under hand, use the form set out on the following page. Each Party or his authorised representative should sign where indicated in the presence of a witness who should then sign and set out his name and address.

Execution as a Deed

If this Agreement is to be executed as a deed, each Party should use the relevant form marked 'Execution as a Deed' in accordance with the notes provided.

Other forms of Attestation

In cases where the forms of attestation set out are not appropriate, e.g. in the case of certain housing associations and partnerships or if a Party wishes an attorney to execute this Agreement on his behalf, the appropriate form(s) may be inserted in the vacant space opposite and/or below.

As witness

the hands of the Parties
or their duly authorised representatives

Signed by or on behalf of the
Employer

in the presence of:

witness' signature

witness' name

witness' address

Signed by or on behalf of the
Contractor

in the presence of:

witness' signature

witness' name

witness' address

Conditions

Section 1 Definitions and Interpretation

Definitions

- 1.1 Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated or referred to below:

<i>Word or phrase</i>	<i>Meaning</i>
Adjudicator:	an individual appointed under clause 9.2 as the Adjudicator.
Adjustment Percentage:	the percentage tendered by the Contractor on or off the rates listed in the Schedule of Rates and stated in the Contract Particulars (item 12.1) (which shall not apply to any valuation of an Order or a part of it as daywork).
Agreement:	the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.
All Risks Insurance:	see clause 6.6 .
Arbitrator:	an individual appointed under clause 9.4 as the Arbitrator.
Article:	an article in the Agreement .
BIM Protocol:	(where applicable) the document identified as such in the Contract Particulars (item 5) .
Business Day:	any day which is not a Saturday, a Sunday or a Public Holiday.
CDM Regulations:	the Construction (Design and Management) Regulations 2015.
Clause 6-7A-1 Replacement Schedule:	(where applicable) the insurance schedule and/or other documents identified as such in the Contract Particulars (item 15.3) .
Conditions:	the clauses set out in sections 1 to 9 of these Conditions, together with and including the Schedule hereto.
Construction Industry Scheme (or 'CIS'):	the current scheme under the Income and Corporation Taxes Act 1988.
Construction Phase Plan:	the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.
Contract Administrator:	the person named in Article 3 or any successor nominated or otherwise agreed under clause 3.10 .
Contract Area:	see the First Recital .
Contract Documents:	the Agreement, these Conditions, the Schedule of Rates and (where applicable) the BIM Protocol.
Contract Particulars:	the particulars in the Agreement and there described as such, as completed by the Parties.
Contract Period:	subject to clause 7.1, the period stated in the Contract Particulars (item 3) .

Contractor:	the person named as Contractor in the Agreement .
Contractor's Persons:	the Contractor's employees and agents, all other persons employed or engaged in the execution of Orders or any part of them and any other person properly on the Site in connection therewith, excluding the Contract Administrator, the Employer, Employer's Persons and any Statutory Undertaker.
Employer:	the person named as Employer in the Agreement .
Employer's Persons:	all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Contract Administrator and any Statutory Undertaker.
Excepted Risks:	see clause 6.6 .
Insolvent:	see clause 8.1 .
Interest Rate:	a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.
Joint Names Policy:	see clause 6.6 .
Local or Public Authority:	a body that is a 'contracting authority' as defined by the PC Regulations.
National Schedule of Rates:	the National Schedule of Rates (Building Works) and/or such alternative version of the <u>National Schedule of Rates</u> (published by NSR Management Ltd.) identified in the Contract Particulars (item 12.2) .
Order:	the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the Contract Administrator, including any Variation thereto.
Order Completion Date:	see clause 2.11 .
Parties:	the Employer and the Contractor together.
Party:	either the Employer or the Contractor.
PC Regulations:	the Public Contracts Regulations 2015.
Principal Contractor:	the Contractor or such other contractor as is either named in Article 5 or appointed by the Employer in relation to any Order.
Principal Designer:	the Contract Administrator or such other person as is either named in Article 4 or appointed by the Employer in relation to any Order.
Public Holiday:	Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday. ^[18]
Recitals:	the recitals in the Agreement .
Schedule of Hourly Charges:	see clause 5.4.1 .
Schedule of Rates:	the schedule of rates identified in the Contract Particulars (item 12) , together with the preliminaries and specification preambles applicable to this Contract included in or annexed to it.

^[18] Amend as necessary if different Public Holidays are applicable.

Scheme:	Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.
Site:	the building(s) and/or land within the Contract Area to which an Order relates.
Site Materials:	all unfixed materials and goods delivered to and placed on or adjacent to a Site which are intended for incorporation in the work under an Order relating to that Site.
Specified Perils:	see clause 6-6 .
Statutory Requirements:	any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the work in any Order or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to that work or with whose systems the work is, or is to be, connected.
Statutory Undertaker:	any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work.
Terrorism Cover:	see clause 6-6 .
Valuation Date:	each date as specified by the Contract Particulars (item 10) .
Variation:	see clause 5-1 .
VAT:	Value Added Tax.
Works Insurance Policy:	the Joint Names Policy or policies covering the work or supply comprised in Orders to be effected and maintained under clause 6-7A-2 or 6-7B.

Agreement etc. to be read as a whole

- 1-2 The Agreement and these Conditions are to be read as a whole. Nothing contained in any other Contract Document or in any drawing or specification issued as part of an Order shall override or modify the Agreement or these Conditions.

Headings, references to persons, legislation etc.

- 1-3 In the Agreement and these Conditions, unless the context otherwise requires:
- 1 the headings, notes and footnotes are included for convenience only and shall not affect the interpretation of this Contract;
 - 2 the singular includes the plural and vice versa;
 - 3 a gender includes any other gender;
 - 4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate;
 - 5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom; and
 - 6 references to documents shall, where there is a BIM Protocol or other protocol relating to the supply of documents or information, be deemed to include information in a form or medium conforming to that protocol.

Reckoning periods of days

- 1-4 Where under this Contract an act is required to be done within a specified period of days after or

from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Public Holiday that day shall be excluded.

Contracts (Rights of Third Parties) Act 1999

- 1.5 Notwithstanding any other provision of this Contract, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

Notices and other communications

- 1.6
- 1 Each Order, notice, instruction or other communication referred to in the Agreement or these Conditions shall be in writing.
 - 2 Unless otherwise stated in these Conditions, any notice or other communication under this Contract may be given to or served on the recipient by any effective means at the address specified in the Agreement or such other address as he shall notify to the other Party. If no address is then current, the notice or other communication shall be treated as effectively given or served if addressed and sent by pre-paid post to the last known principal business address or (where a body corporate) its registered or principal office.

Applicable law

- 1.7 This Contract shall be governed by and construed in accordance with the law of England.^[19]

^[19] Where the Parties do not wish the law applicable to this Contract to be the law of England appropriate amendments should be made.

Section 2 Carrying out Work

Contractor's obligations

- 2.1 On receipt of an Order the Contractor shall carry it out in a proper and workmanlike manner and in accordance with the Contract Administrator's instructions, the Contract Documents, the Construction Phase Plan and Statutory Requirements, and shall give all notices required by the Statutory Requirements.

Materials, goods and workmanship

- 2.2
- 1 The Contractor in carrying out each Order shall use materials, goods and workmanship of the quality and standards specified in the Order or, if not so specified, as specified in the Schedule of Rates.
 - 2 Insofar as the quality of materials or goods or of the standards of workmanship are stated to be a matter for the Contract Administrator's approval, such quality and standards shall be to his reasonable satisfaction.
 - 3 To the extent that the quality of materials and goods or standards of workmanship are not described in the Order or Schedule of Rates nor stated to be a matter for such approval or satisfaction, they shall be of a standard appropriate to the relevant work.
 - 4 For the purposes of carrying out each Order the Contractor, subject to clause 2.3.1.2, shall:
 - 1 provide all the labour, materials and goods necessary;
 - 2 provide, unless otherwise stated in the Contract Documents, the requisite plant and equipment for the proper execution of all Orders, including scaffolding, tackle, machinery, tools or other appliances and everything necessary for the use of his workmen and shall be responsible for carrying them to the place where they are required, for any necessary erection and for subsequent removal;
 - 3 provide all items necessary to comply with the Statutory Requirements in respect of safety, health and welfare,

and for the purposes of this Contract shall take all reasonable steps to encourage Contractor's Persons to be registered cardholders under the Construction Skills Certification Scheme (CSCS) or qualified under an equivalent recognised qualification scheme.

Rights of Employer

- 2.3
- 1 The Employer reserves the right:
 - 1 to place orders for similar work with other contractors or his own labour within the Contract Area;
 - 2 to supply any of the materials, goods or plant and equipment necessary for the carrying out of any Order.
 - 2 Materials and goods supplied by the Employer under clause 2.3.1.2 shall remain the property of the Employer and shall be used by the Contractor for the carrying out of an Order and for no other purpose and the Contractor shall be responsible for their safe storage whilst on the Site. Any such materials or goods not required for the carrying out of an Order shall, on completion of the Order or on the termination of the Contractor's employment, whichever first occurs, be disposed of or dispatched by the Contractor as directed by the Contract Administrator; the cost of such disposal or dispatch shall be certified by the Contract Administrator for payment by the Employer under clause 4.6.
 - 3 The Contractor shall give a receipt for any materials or goods handed over to him by the Contract Administrator and shall obtain a receipt for any returned.
 - 4 The Contractor shall be responsible for the safe storage of any plant and equipment supplied for him by the Employer under clause 2.3.1.2 and shall return such plant and equipment to the Contract Administrator at the Site on completion of the Order for which it is supplied or on termination of the Contractor's employment, whichever first occurs. The Contractor shall give a receipt for such plant and equipment and obtain a receipt from the Contract Administrator on its return.
 - 5 The Employer shall notify the Contractor of the then current value of any materials or goods

or usage of plant supplied under this clause 2-3 and the Contractor shall be entitled to a handling charge of 5% on that value. The Adjustment Percentage shall not be applied to that charge.

- 6 Materials and goods supplied by the Employer for any Order shall be of the respective kinds described in the Schedule of Rates; the Contractor shall not be liable for any loss or damage resulting from failure of such materials or goods to conform with this clause 2-3-6.

Size and duration of Orders

- 2-4 Unless otherwise agreed between the Contractor and the Contract Administrator, Orders shall be of a size consistent with the Contract Particulars (item 6) and shall be reasonably capable of being carried out within the Contract Period.

Value of work to be carried out under this Contract

- 2-5 With regard to the anticipated value of work as stated in the Contract Particulars (item 7), the Employer gives no warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment.

Orders – completion

- 2-6 Unless covered by a priority coding referred to in the Contract Particulars (item 8), each Order shall state a commencement date and a reasonable date for its completion and, subject to clause 2-10-2, the Contractor shall complete each Order by that completion date.

Programme

- 2-7 Where the Contract Administrator requests, the Contractor, without charge to the Employer, shall provide the Contract Administrator with a programme for carrying out the Orders identified by the Contract Administrator in his request and, within a reasonable time after the issue of a Variation, with amendments and revisions to that programme to take account of the Variation. Nothing in the programme or in any amendment or revision of it shall impose any obligations beyond those imposed by the Contract Documents.

Divergences from Statutory Requirements

- 2-8
 - 1 If the Contractor becomes aware of any divergence between the Statutory Requirements and either an Order or a Variation, he shall immediately give to the Contract Administrator a notice specifying the divergence.
 - 2 Provided the Contractor is not in breach of clause 2-8-1, the Contractor shall not be liable under this Contract if the work comprised in an Order does not comply with the Statutory Requirements to the extent that the non-compliance results from the Contractor having carried out work in accordance with the Order or with any instruction requiring a Variation.

Fees or charges

- 2-9 The Contractor shall pay all fees and charges (including any rates or taxes) legally demandable under any of the Statutory Requirements in respect of an Order. The Contractor shall be reimbursed for payment of such fees and charges to the extent that they are not included in the rates or prices in the Schedule of Rates.

Extension of time

- 2-10
 - 1 The Contractor shall forthwith give notice to the Contract Administrator of any matter which is causing or is likely to cause delay in the completion of an Order beyond the date stated for its completion but shall constantly use his best endeavours to carry out each Order by the stated date.
 - 2 If the Contractor is unable to complete an Order by its stated date for completion, due to a suspension by the Contractor of the performance of his obligations under this Contract pursuant to clause 4-7 or for reasons beyond his control (including compliance with any instruction of the Contract Administrator that does not arise from the Contractor's default), the Contract Administrator shall fix such later date for completion as may be fair and reasonable and notify the Parties accordingly. Provided the Order when issued complied with clause 2-4, the Contractor shall not be relieved of his obligations to complete the Order by the later date so fixed by reason of that later date being outside the Contract Period.

Order Completion Date

- 2-11 -1 The Contractor shall notify the Contract Administrator the date when in his opinion an Order has been completed and/or supplied in accordance with this Contract. If the Contract Administrator does not dissent by notice, giving reasons, within 14 days of receipt of the Contractor's notice, the date so notified shall for all the purposes of this Contract be the date when the Order was completed and/or supplied in accordance with this Contract (the 'Order Completion Date').
- 2 If the Contract Administrator dissents, then, as soon as he is satisfied that the Order has been duly completed and/or supplied, he shall as soon as practicable notify the Contractor and, unless otherwise agreed or determined in accordance with the dispute resolution procedures of this Contract, the Order Completion Date shall be the date stated in the Contract Administrator's notice.

Defects

- 2-12 Any defects, shrinkages or other faults which appear within 6 months of the Order Completion Date and which are due to materials or workmanship not in accordance with this Contract, shall be made good by the Contractor at no cost to the Employer.

Section 3 Control of Work

Assignment

- 3-1 Neither the Employer nor the Contractor shall, without the consent of the other, assign this Contract or any rights thereunder.

Sub-contracting

- 3-2 The Contractor shall not without the prior consent of the Contract Administrator sub-contract any Order or part of an Order. Such consent shall not be unreasonably delayed or withheld and shall apply to all Orders except to the extent otherwise stated in that consent. Where considered appropriate, the Contractor shall engage the Sub-Contractor using the JCT Short Form of Sub-Contract.

Contractor's representative

- 3-3 The Contractor shall employ a competent Contractor's representative and any Orders or Variations given to him by the Contract Administrator shall be deemed to have been issued to the Contractor.

Access to the Site

- 3-4
- 1 Except to the extent that the Schedule of Rates otherwise provides, access to the Site shall be arranged by, and in accordance with instructions of, the Contract Administrator who, where the Site is occupied, shall also be responsible for ensuring that the occupier removes such fixtures, fittings or other items as are necessary to enable the Contractor to carry out the Order and does not otherwise unreasonably prevent or impede the Contractor from carrying out such Order.
 - 2 If the Contractor is unable to gain access to the Site in accordance with the Contract Administrator's instructions or, having been granted access to an occupied Site, cannot reasonably carry out the Order by reason of the Contract Administrator's or occupier's non-compliance with clause 3-4-1, he shall forthwith notify the Contract Administrator; the time necessarily spent unproductively by the Contractor in consequence shall be assessed or recorded and valued as daywork under clause 5-4-1, and clause 5-4-2 shall apply so far as relevant.
 - 3 To the extent that clauses 3-4-1 and 3-4-2 do not apply because the Schedule of Rates provides otherwise, the Contractor shall comply with the access provisions of that Schedule.

Variations

- 3-5
- 1 The Contract Administrator may from time to time require Variations, through instructions and/or the issue of further drawings, details, directions and/or explanations.
 - 2 The Contractor shall not make any alteration in, addition to or omission from the work and/or supply comprised in any Order except as required under clause 3-5-1. If the Contractor carries out a Variation otherwise than pursuant to an instruction or other requirement of the Contract Administrator, the Contract Administrator may sanction it.
 - 3 No Variation required by the Contract Administrator or subsequently sanctioned by him shall invalidate the Order or vitiate this Contract.
 - 4 The value of any Variation issued or sanctioned by the Contract Administrator shall be ascertained in accordance with section 5 and, as soon as ascertained in whole or in part, the ascertained amount shall be included in the estimated value of the relevant Order for the purposes of clause 4-3 (progress payments) and in the valuation of it for the purposes of clause 4-4 or 4-5 (final payment).

Cancellation of an Order

- 3-6
- 1 The Contract Administrator may cancel any Order.
 - 2 On the cancellation of an Order:
 - 1 the Contract Administrator shall value and certify, in accordance with clause 4-4, for payment by the Employer under that clause, any work or supply which in his opinion

has been properly carried out or made by the Contractor against that Order, taking into account any amounts previously certified in respect of it; and

- 2 the Employer shall reimburse the Contractor such additional direct costs as may reasonably have been incurred by the Contractor as a result.

Exclusion from the Site

- 3.7 The Contract Administrator may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion from the Site of any person employed thereon.

Non-compliance with instructions

- 3.8 If within 7 days after receipt of a notice from the Contract Administrator requiring compliance with a Contract Administrator's instruction the Contractor does not comply, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to that instruction. The Contractor shall be liable for all additional costs incurred by the Employer in connection with such employment and such costs may be withheld or deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

CDM Regulations

- 3.9 Each Party undertakes to the other that in relation to each Order and Site he will duly comply with applicable CDM Regulations. In particular but without limitation:
 - 1 the Employer shall in each case ensure that the Principal Designer carries out his duties and, where the Contractor is not the Principal Contractor, shall ensure that the Principal Contractor carries out his duties under those regulations;
 - 2 the Contractor shall comply with regulations 8 and 15 and, where he is the Principal Contractor, with regulations 12 to 14;^[20]
 - 3 whether or not the Contractor is the Principal Contractor, compliance by the Contractor with his duties under the regulations, including any such directions as are referred to in regulation 15(3), shall be at no cost to the Employer and shall not entitle the Contractor to an extension of time;
 - 4 if the Employer appoints any other person as the Principal Designer or Principal Contractor either in relation to all Orders or for specific Orders, the Employer shall immediately upon that appointment notify the Contractor with details of the new appointee.

Replacement of Contract Administrator

- 3.10 If the Contract Administrator at any time ceases to hold that post for the purposes of this Contract, the Employer shall as soon as reasonably practicable, and in any event within 14 days of the cessation, nominate a replacement. No replacement Contract Administrator appointed for this Contract shall be entitled to disregard or overrule any certificate, opinion, decision, approval or instruction given or expressed by any predecessor in that post, save to the extent that that predecessor if still in the post would then have had power under this Contract to do so.

^[20] Where the Employer is a domestic client, as defined in regulation 2, the Principal Contractor may also be responsible for carrying out certain of the client's duties under regulations 4, 6 and 8.

Section 4 Payment

VAT

- 4.1 Sums certified for payment are exclusive of VAT and in relation to each payment to the Contractor under this Contract, the Employer shall in addition pay the amount of any VAT properly chargeable in respect of it.

Construction Industry Scheme (CIS)

- 4.2 Where it is stated in the Contract Particulars (item 9) that the Employer is a 'contractor' for the purposes of the Construction Industry Scheme (CIS) or if at any time up to the final payment in respect of the last Order outstanding under this Contract the Employer becomes such a 'contractor', his obligation to make any payment under this Contract is subject to the provisions of the CIS.

Progress payments

- 4.3
- 1 Where at the date of issue of an Order or of any Variation to it (after adjustment for the effects of any relevant Variations):
 - 1 the value of the Order is estimated by the Contract Administrator to exceed the amount stated in the Contract Particulars (item 10); and/or
 - 2 the duration of the work comprised in that Order is estimated to be 45 days or more

the Contractor may not later than each subsequent Valuation Date make an application to the Contract Administrator for a progress payment of the amount he considers due for the work carried out or supplies made pursuant to the Order calculated as at the relevant Valuation Date. The application shall state the basis on which that sum has been calculated and shall be accompanied by such further information as may be specified in the Contract Documents.
 - 2 The due date for a progress payment shall in each case be the date 7 days after the relevant Valuation Date.
 - 3 Where an application is made in accordance with clause 4.3.1, the Contract Administrator shall not later than 5 days after the due date issue a certificate, stating the sum that he considers to be, or to have been, due to the Contractor at the due date in respect of the progress payment, after taking into account any amounts previously certified and (where relevant) any sums paid under clause 4.6.3 in respect of any application made after the issue of the latest certificate. The certificate shall state the basis on which that sum has been calculated.

Final payment where Contract Administrator measures and values Orders

- 4.4 Where the Contract Administrator is to value an Order pursuant to clause 5.2:
- 1 the due date shall be 28 days after the Order Completion Date or, for Orders where progress payments are to be made, 51 days after the Order Completion Date;
 - 2 the Contract Administrator shall not later than 5 days after the relevant due date issue a certificate stating as the sum due the total amount that he considers to be or have been due to the Contractor under these Conditions in respect of the completed Order, less any amounts previously certified in respect of it under clause 4.3.3 and (where relevant) any sums paid in respect of any such application as is mentioned in clause 4.3.3, and stating the basis on which the sum has been calculated;
 - 3 if the Contract Administrator does not issue a certificate in respect of the Order in accordance with clause 4.4.2 within 33 days of the Order Completion Date or, for Orders where progress payments are to be made, within 56 days of the Order Completion Date, the Contractor may make an application stating the sum that he considers will or has become due to him in respect of the Order and the basis on which that sum has been calculated.

Final payment where Contractor measures and values Orders

- 4.5 Where the Contractor is to value an Order pursuant to clause 5.2:
- 1 the Contractor shall following the Order Completion Date make an application to the

- Contract Administrator in respect of the completed Order, stating the sum that the Contractor considers will become due to him on the due date in respect of the Order and the basis on which that sum has been calculated, accompanied by such further information as may be specified in the Contract Documents;
- 2 the due date for payment in respect of the completed Order shall be the date 7 days after the next monthly Valuation Date following receipt by the Contract Administrator of the Contractor's application. Not later than 5 days after the due date the Contract Administrator shall issue a certificate stating the sum that he considers to be due to the Contractor in respect of the completed Order, after taking into account any amounts previously certified in respect of the Order, and the basis on which that sum has been calculated;
 - 3 if the Contractor fails to make an application in accordance with clause 4·5·1 within 56 days after the Order Completion Date, the Contract Administrator may at any time give the Contractor notice that, unless the Contractor makes an application within a period of 28 days after the date of issue of the notice, the Contract Administrator will arrange for the measurement and valuation of the work and/or supply comprising the Order;
 - 4 if the Contractor fails to make an application within the period of notice given under clause 4·5·3:
 - 1 the Contract Administrator shall arrange for measurement and valuation of the Order;
 - 2 the due date shall be 35 days from the date of expiry of the notice period; and
 - 3 the Contract Administrator shall not later than 5 days after the due date issue a certificate in accordance with clause 4·5·2 but, in addition to deducting any amounts previously certified in respect of the Order, shall also be entitled to deduct the amount of the costs reasonably and properly incurred by or on behalf of the Employer in respect of the measurement and valuation;
 - 5 if clause 4·5·4 applies but the Contract Administrator fails to issue a certificate as required by clause 4·5·4·3, the Contractor may at any time after the expiry of the 5 day period referred to in clause 4·5·4·3 make an application giving the details required by clause 4·5·1.

Payments – final date and amount

- 4·6
 - 1 Subject to clause 4·6·4, the final date for payment of each payment under clauses 4·3 to 4·5 shall be 14 days from its due date.
 - 2 Subject to any notice given by the Employer under clause 4·6·5, the Employer shall pay the sum stated as due in the relevant certificate on or before the final date for payment.
 - 3 If a certificate is not issued in accordance with clause 4·3·3, 4·4·2, 4·5·2 or 4·5·4, the Employer shall, subject to any notice given under clause 4·6·5, pay the Contractor the sum stated as due in the application.
 - 4 Where an application is made by the Contractor in the circumstances mentioned in clause 4·4·3 or 4·5·5, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days after the last date for issue of the certificate referred to in clause 4·4·2 or 4·5·4·3 that the application is made but notice by the Employer under clause 4·6·5 may not be given prior to the application being made.
 - 5 Where the Employer intends to pay less than the sum stated as due from him in the certificate or application, he shall not later than 5 days before the final date for payment give the Contractor notice of that intention specifying the sum he considers to be due to the Contractor at the date the notice is given and the basis on which that sum has been calculated. Where such notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
 - 6 If the Employer fails to pay a sum, or any part of it, due to the Contractor under these Conditions by its final date for payment, the Employer shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor simple interest on that amount at the Interest Rate for the period from the final date for payment until payment is made.
 - 7 Any such unpaid amount and any interest under clause 4·6·6 shall be recoverable as a debt. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the Contractor's right to proper payment of the principal amount due, to suspend performance under clause 4·7 or to terminate his employment under section 8.

- 8 A notice to be given by the Employer under clause 4·6·5 may be given on his behalf by the Contract Administrator or by any other person who the Employer notifies the Contractor as being authorised to do so.
- 9 In relation to the requirements for the issue of certificates and the giving of notices under section 4, it is immaterial that the amount then considered to be due may be zero.

Contractor's right of suspension

- 4·7
 - 1 If the Employer fails to pay a sum payable to the Contractor in accordance with clause 4·6 (together with any VAT properly chargeable in respect of that payment) by the final date for payment and the failure continues for 7 days after the Contractor has given notice to the Employer, with a copy to the Contract Administrator, of his intention to suspend the performance of his obligations under this Contract and the grounds for such suspension, the Contractor, without affecting his other rights and remedies, may suspend performance of any or all of those obligations until payment is made in full.
 - 2 Where the Contractor exercises his right of suspension under clause 4·7·1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of exercising the right.
 - 3 Applications in respect of any such costs and expenses shall be made to the Contract Administrator and the Contractor shall with his application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question. When ascertained or agreed, the amount shall be included in the next certificate.

Section 5 Measurement and Valuation

Definition of Variations

- 5.1 The term 'Variation' means:
- 1 the alteration or modification of the design, quality or quantity of work or supply comprised in an Order;
 - 2 any other addition to, omission from or alteration of any Order; or
 - 3 the removal of any inconsistencies in or between any documents included in an Order.

Measurement and Valuation – responsibility

- 5.2 Unless otherwise agreed by the Contract Administrator and the Contractor, all work carried out pursuant to an Order (including any Variations required by the Contract Administrator or subsequently sanctioned by him) shall be valued in accordance with clauses 5.3 to 5.8. Such valuation of an Order shall be undertaken by whichever of them is designated in the Contract Particulars (item 11).

Valuation – measurement

- 5.3
- 1 Subject to clauses 2.3-5, 5.4.1 and 5.5 the valuation of an Order shall be ascertained by measurement and valuation in accordance with the principles of measurement and the rates or prices in the Schedule of Rates applicable at the date of the Order, insofar as such rates or prices apply, subject to adjustment by the Adjustment Percentage.
 - 2 Where the Contract Administrator is to undertake measurement of an Order, he shall give the Contractor an opportunity to be present at the time of such measurement and to take such notes and measurements as the Contractor may require.

Valuation – daywork

- 5.4
- 1 Where in the Contract Administrator's opinion the appropriate basis for valuation of an Order or part of an Order is daywork, the direct labour element shall be calculated in accordance with the all-in labour rates (inclusive of incidental costs, overheads and profit) set out in the Schedule of Hourly Charges annexed to this Contract, with related charges being calculated in accordance with that Schedule and/or the Contract Particulars^[21].
 - 2 The Contractor shall give to the Contract Administrator reasonable prior notice of the commencement of any work (or supply of labour and/or materials) which he considers should be carried out as daywork and not later than 7 Business Days after the work has been executed the Contractor shall deliver to the Contract Administrator for verification return(s) in the form required by the Contract Administrator specifying the time spent daily upon the work, the workmen's names, and the plant, materials and other items employed. A copy of the returns, if approved by the Contract Administrator, shall be returned to the Contractor.

Derived rates

- 5.5
- 1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Charges, as the case may be, the value shall be based upon such rates or prices as may fairly be deduced therefrom, rates and prices deduced from the Schedule of Rates being subject to adjustment by the Adjustment Percentage.
 - 2 If it is not practicable or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or Schedule of Hourly Charges or to deduce rates or prices therefrom, the value shall be agreed between the Parties, failing which it shall be ascertained on a fair and reasonable basis by the Contract Administrator after consultation with the Contractor.

^[21] In addition to the inclusive labour rates set out in the Schedule of Hourly Charges, this Contract envisages that that Schedule, alone or in combination with the Contract Particulars, will set out the basis of charging for any daywork sub-contracted and will provide for any percentage or other handling charges that are to be added to the cost of materials, goods, plant, services, consumables and (if appropriate) sub-contract work supplied.

Rates – Fluctuations

- 5-6
- 1 Unless it is stated in the Contract Particulars (item 12·3) that this clause 5-6·1 does not apply:
 - 1 where the Schedule of Rates is the National Schedule of Rates, the rates in that Schedule current at the commencement of the Contract Period will apply to the valuation of Orders issued prior to the next following 1 August and subsequently the update for those rates at 1 August in each year will apply to Orders issued on or after 1 August; or
 - 2 where the Schedule of Rates is not the National Schedule of Rates, the basis on which and the dates as at which the rates in that Schedule are to be revised during the Contract Period shall be those stated or referred to in the Contract Particulars (item 12·4).
 - 2 If it is stated in the Contract Particulars that clause 5-6·1 does not apply or, where the Schedule of Rates is not the National Schedule of Rates, if there is no identified basis for revision as referred to in clause 5-6·1·2, the rates given in the Schedule of Rates current at the commencement of the Contract Period shall remain fixed for all Orders.
 - 3 Unless it is stated in the Contract Particulars (item 13·2) that this clause 5-6·3 does not apply, the all-in labour rates set out in the Schedule of Hourly Charges shall be revised at 1 August in each year, or such other annual revision date as is stated in that item, in accordance with the basis (if any) set out in that Schedule or identified in the Contract Particulars or, if none, in accordance with clause 5-6·5.
 - 4 Whether or not clause 5-6·3 applies, any all-in hourly rate deduced or fixed under clause 5-5 shall be revised on such revision date (if any) as is fixed for revision of the relevant Schedule or, if none is fixed, as at 1 August in each year.
 - 5 In the absence of any express basis for revision where clause 5-6·3 applies or in the case of revision under clause 5-6·4, the revised rates shall be agreed between the Contractor and the Contract Administrator or, failing agreement, determined by the Contract Administrator on a fair and reasonable basis.

Overtime work

- 5-7
- 1 For the purposes of this clause 5-7:
 - 1 'overtime' means time worked in addition to 'normal working hours' as defined in the rules or decisions of the Construction Industry Joint Council or other wage-fixing body applicable to the work comprised in the Order, as promulgated at the date of the Order; and
 - 2 'non-productive overtime rates' means the net amounts, in excess of the rates paid for work in normal working hours, which are to be paid for overtime in accordance with the rules or decisions mentioned above as promulgated at the date of the Order.
 - 2 Where overtime work for an Order is specifically directed by the Contract Administrator, unless an all-in non-productive overtime rate is included in the Schedule of Hourly Charges, the Contractor, in addition to the amount otherwise due under this Section 5 in respect of the valuation of the Order, shall be paid the amount of the non-productive overtime rates paid by the Contractor, adjusted by the percentage set out in the Contract Particulars (item 14).
 - 3 No payment shall be due under clause 5-7·2 unless the Contractor has submitted to the Contract Administrator returns, in a format directed by the Contract Administrator or as provided in the preliminaries in the Schedule of Rates, stating the amount of overtime worked in accordance with the directions referred to in clause 5-7·2 and the amount of the non-productive overtime rates paid by the Contractor. A copy of those returns, if approved, shall be certified by the Contract Administrator and returned to the Contractor.

Interruption of work – unproductive costs

- 5-8
- If, while carrying out the work comprised in any Order, the Contractor is required by the Contract Administrator during normal working hours (as referred to in clause 5-7·1) to interrupt such work and to carry out other work in priority to that comprised in the Order, any agreed lost time or other unproductive costs shall be valued as daywork under clause 5-4·1, and clause 5-4·2 shall apply so far as relevant.

Section 6 Injury, Damage and Insurance

Contractor's liability – personal injury or death

- 6.1 The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of an Order, except to the extent that the same is due to any act or neglect of the Employer, any Employer's Person or any Statutory Undertaker.

Contractor's liability – loss, injury or damage to property

- 6.2 Subject to clause 6.3, the Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of an Order and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

Loss or damage to existing structures or their contents

- 6.3
- 1 Where clause 6.7A.1 applies, the Contractor's liability and indemnity under clause 6.2 excludes any loss or damage to existing structures or to any of their contents required to be insured under clause 6.7A that is caused by any of the risks or perils required or agreed to be insured against under that clause.
 - 2 The exclusion in clause 6.3.1 shall apply notwithstanding that the loss or damage is or may be due in whole or in part to the negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.
 - 3 Where a Clause 6.7A.1 Replacement Schedule applies in lieu of clause 6.7A.1, the Contractor's liability and indemnity under clause 6.2 shall, in respect of loss, injury or damage to the existing structures and their contents due to the causes specified in that clause, be subject only to such limitations or exclusions as are specified in that schedule.
 - 4 The reference in clause 6.2 to 'property real or personal' does not include the work comprised in an Order, work executed or Site Materials up to and including whichever is the earlier of the Order Completion Date or the date of termination of the Contractor's employment.

Contractor's insurance of his liability

- 6.4
- 1 Without limiting or affecting his indemnities to the Employer under clauses 6.1 and 6.2, the Contractor shall effect and maintain insurance in respect of claims arising out of the liabilities referred to in those clauses which:
 - 1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and
 - 2 for all other claims to which clause 6.4.1 applies^[22], shall indemnify the Employer in like manner to the Contractor (but only to the extent that the Contractor may be liable to indemnify the Employer under the terms of this Contract) and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than that stated in the Contract Particulars (item 15.1).^[23]
 - 2 As to evidence that such insurances have been effected and are being maintained and the consequences of failure to comply, clause 6.10 shall apply.

Excepted Risks

^[22] It should be noted that the cover granted under Public Liability policies taken out pursuant to clause 6.4.1 may not be co-extensive with the indemnity given to the Employer in clauses 6.1 and 6.2: for example, each claim may be subject to an excess and cover may not be available in respect of loss or damage due to gradual pollution.

^[23] The Contractor may, if he wishes, insure for a sum greater than that stated in the Contract Particulars (item 15).

- 6.5 Notwithstanding clauses 6.1, 6.2 and 6.4.1, the Contractor shall neither be liable to indemnify the Employer nor obliged to insure against any personal injury to or the death of any person or any damage, loss or injury to work or supply comprised in an Order, Site Materials, work executed, the Site or any other property, caused by the effect of an Excepted Risk.

Related definitions

- 6.6 In these Conditions the following phrases shall have the following meanings:

All Risks Insurance^[24]:

insurance which provides cover against any physical loss or damage to work executed or supplies made pursuant to an Order and Site Materials (whether supplied by the Employer or by the Contractor) and against the reasonable cost of the removal and disposal of debris and of any shoring and propping which results from such physical loss or damage but excluding the cost necessary to repair, replace or rectify:

(a) property which is defective due to:

- (i) wear and tear,
- (ii) obsolescence, or
- (iii) deterioration, rust or mildew;

(b) any work executed or supplies made or any Site Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other work executed which is lost or damaged in consequence thereof where such work relied for its support or stability on such work which was defective^[25];

(c) loss or damage caused by or arising from:

- (i) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or loss or destruction of or damage to any property by or under the order of any government *de jure* or *de facto* or public, municipal or local authority,
- (ii) disappearance or shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event, or
- (iii) an Excepted Risk.

Excepted Risks:

the risks comprise:

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof (other than such risk insofar, but only insofar, as it is included in the Terrorism Cover from time to time required to be taken out and maintained under this Contract);

(b) pressure waves caused by aircraft or other aerial devices

^[24] The risks and costs that All Risks Insurance is required to cover are defined by exclusions. Policies issued by insurers are not standardised; the way in which insurance for these risks is expressed varies and in some cases it may not be possible for insurance to be taken out against certain of the risks required to be covered. In the case of Terrorism Cover, where the extension of cover will involve an additional premium and may in certain situations be difficult to effect, the requirement is now expressly limited to Pool Re Cover or such other cover as is agreed and set out in the Contract Particulars. That extension and any other relevant details of works insurance under this Contract also require discussion and agreement between the Parties and their insurance advisers at an early stage, prior to entering into the Contract. See the Measured Term Contract Guide.

^[25] In an All Risks Insurance policy in respect of works to be carried out under this Contract, cover should not be reduced by any exclusion that goes beyond the terms of paragraph (b) in this definition. For example, an exclusion in terms that 'This Policy excludes all loss of or damage to the property insured due to defective design, plan, specification, materials or workmanship' would not be in accordance with the terms of clause 6.7A.2 or 6.7B or that definition. Wider All Risks cover than that specified may be available, though it is not standard.

travelling at sonic or supersonic speeds; and

(c) any act of terrorism that is not within the Terrorism Cover from time to time required to be taken out and maintained under this Contract.

Joint Names Policy:

a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.

Pool Re Cover:

such insurance against loss or damage to work executed and Site Materials caused by or resulting from terrorism as is from time to time generally available from insurers who are members of the Pool Reinsurance Company Limited scheme or of any similar successor scheme.^[26]

Specified Perils:

fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.

Terrorism Cover:

Pool Re Cover or other insurance against loss or damage to work executed or supplies made pursuant to an Order and Site Materials (and/or, for the purposes of clause 6.12.1, to an existing structure and/or its contents) caused by or resulting from terrorism.^[26]

Joint Names Insurance of work or supply comprised in Orders and existing structures by the Employer^[27]

6.7A The Employer shall:

- 1 unless otherwise stated by the Contract Particulars (item 15.3) effect and maintain a Joint Names Policy in respect of the existing structures for which Orders may be issued, together with the contents of them owned by him or for which he is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;
- 2 subject to clause 6.7B where the Contract Particulars state that that clause applies (item 15.4), effect and maintain a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6.6 for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars to cover professional fees (item 15.2))

and shall maintain such Joint Names Policies up to and including the end of the Contract Period (or up to the Order Completion Date of any Order which either pursuant to clause 2.10 or by agreement pursuant to clause 2.4 occurs after the end of the Contract Period), or (if earlier) the date of termination of the Contractor's employment under this Contract. In respect of the insurance referred to in this clause 6.7A the Employer shall notify his insurer of the identity of the properties in respect of which Orders may be issued and the Contract Period (but with the proviso that work or supply in respect of such properties may continue to be carried out or made by the Contractor until any later Order Completion Date).

^[26] As respects Terrorism Cover and the insurance requirements, see footnote [24] and the Measured Term Contract Guide.

^[27] **Clause 6.7A can be used in its existing printed form by those Employers who are able to effect the Joint Names, Specified Perils cover referred to for the Contractor in respect of existing structures and their contents that are owned by the Employer or for which he is responsible.**

However, the Joint Names Policy required by clause 6.7A.1 or the extension of a subsisting structure and contents policy to being a Joint Names Policy may not be readily available – and that provision is often not now appropriate for – refurbishment projects or alterations by tenant Employers where existing structures insurance is the landlord's responsibility. Joint Names cover may also not be readily available to some domestic owner-occupiers looking to undertake refurbishments or minor works to their property.

The Contract Particulars for clause 6.7A.1 (item 15.3) therefore expressly allow the Parties in those circumstances to disapply clause 6.7A.1 and, by means of a Clause 6.7A.1 Replacement Schedule, to include in place of that clause provisions that are tailored to their particular requirements.

In JCT's view the preparation of such replacement provisions must be assigned to insurance professionals.

An explanatory summary of the alternative arrangements generally adopted to overcome those difficulties is, however, contained in the Measured Term Contract Guide.

Joint Names Insurance of work or supply comprised in Orders by the Contractor

6-7B If the Contract Particulars (item 15-4) state that this clause 6-7B applies, the Contractor shall effect and maintain with insurers approved by the Employer a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6-6^[28] for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars (item 15-2) to cover professional fees) up to and including the Order Completion Date for that Order and shall maintain that policy up to and including:

- 1 the end of the Contract Period or (if later) the last Order Completion Date; or
- 2 (if earlier) the date of termination of the Contractor's employment.

Clause 6-7B – use of Contractor's annual policy – as alternative

6-8 If and so long as the Contractor independently of this Contract maintains an annual insurance policy which in respect of the work or supplies comprised in Orders:

- 1 provides (inter alia) All Risks Insurance with cover and in amounts no less than those specified in clause 6-7B; and
- 2 is a Joint Names Policy,

that policy shall satisfy the Contractor's obligations under clause 6-7B. The annual renewal date of the policy, as supplied by the Contractor, is stated in the Contract Particulars (item 15-5).

Notification by Contractor of occupation and use

6-9 Where clause 6-7B applies, the Contractor shall before commencing to carry out the first Order under this Contract notify the insurer of the Joint Names Policy to which clause 6-7B refers that the Employer may have occupation and use of any property in respect of which Orders may be issued, and shall obtain the agreement of the insurer that any exclusion in the policy relating to such occupation and use shall not apply.

Evidence of insurance

- 6-10**
- 1 Where a Party is required by this Contract to effect and maintain an insurance policy or cover under any of clauses 6-4, 6-7A, 6-7B and 6-11, that Party shall at the request of the other Party supply such documentary evidence as the other Party may reasonably require that the policy or cover has been effected and remains in force.
 - 2 If a Party required to provide such documentary evidence fails to provide it within 7 days of a request being made, the other Party may assume that there has been a failure to insure, and may insure against any risk, liability or expense to which he may be exposed as a consequence, but shall not be obliged to do so. If the other Party insures, the defaulting Party shall be liable for the costs that the other Party incurs in taking out and maintaining that insurance. Any costs payable to the Contractor shall be reimbursed to him by the Employer and shall be recoverable from the Employer as a debt; any costs payable to the Employer may be deducted by him from any sums due or to become due to the Contractor under this Contract or shall be recoverable from the Contractor as a debt.

Terrorism Cover – policy extensions and premiums

- 6-11**
- 1 To the extent that the Works Insurance Policy excludes (or would otherwise exclude) loss or damage caused by terrorism, the Contractor, where clause 6-7B applies, or the Employer, where clause 6-7A-2 applies, shall unless otherwise agreed effect and maintain, either as an extension to the Works Insurance Policy or as a separate Joint Names Policy, in the same amount and for the same period as the Works Insurance Policy, such Terrorism Cover as is specified in or by the Contract Particulars (item 15-6), subject to clauses 6-11-4 and 6-12.
 - 2 Where clause 6-7B applies and the Contractor is required to take out and maintain Pool Re Cover, the cost of that cover and its renewal shall be deemed to be included in the Contractor's rates and prices save that, if at any renewal of the cover there is a variation in the rate on which the premium is based, the amounts payable to the Contractor shall be adjusted by the net amount of the difference between the premium paid by the Contractor and the premium that would have been paid but for the change in rate.

^[28] In some cases it may not be possible for insurance to be taken out against certain of the risks covered by the definition of All Risks Insurance and note the potential difficulty with respect to Terrorism Cover mentioned at footnote [24].

- 3 Where clause 6·7B applies and Terrorism Cover other than Pool Re Cover is specified as required, the cost of such other cover and of its renewal shall be added to the amounts payable to the Contractor.
- 4 Where clause 6·7B applies and the Employer is a Local or Public Authority, if at any renewal of the Terrorism Cover (of any type) there is an increase in the rate on which the premium is based, he may instruct the Contractor not to renew the Terrorism Cover. If he so instructs, clause 6·13·5·3 shall apply with effect from the renewal date.

Terrorism Cover – non-availability – Employer’s options

- 6·12 ·1 If the insurers named in any Joint Names Policy notify either Party that, with effect from a specified date (the ‘cessation date’), Terrorism Cover will cease and will no longer be available or will only continue to be available with a reduction in the scope or level of such cover, the recipient shall immediately notify the other Party.
- 2 The Employer, after receipt of such notification but before the cessation date, shall give notice to the Contractor:
 - 1 that, notwithstanding the cessation or reduction in scope or level of Terrorism Cover, the Employer requires that the work comprised in all or certain specified Orders continue to be carried out; and/or
 - 2 that on the date stated in the Employer’s notice (which shall be a date after the date of the insurers’ notification but no later than the cessation date) work on all or certain specified Orders shall terminate.
- 3 Where clause 6·7B applies and the Employer gives notice under clause 6·12·2 requiring continuation of the work comprised in any Orders, he may instruct the Contractor to effect and maintain any alternative or additional form of Terrorism Cover then reasonably obtainable by the Contractor; the net additional cost to the Contractor of any such cover and its renewal shall be added to the amounts payable to the Contractor.
- 4 If the Employer gives notice of termination under clause 6·12·2 in respect of any Orders, a valuation of work completed (or of labour, materials and/or plant supplied) that has not been valued and certified before such termination shall be made and certified in respect of those Orders in accordance with sections 4 and 5 and the Employer shall pay the certified amount in accordance with clause 4·6.
- 5 In the case of any Orders in respect of which notice of termination is not given under clause 6·12·2·2, but work executed and/or Site Materials under any such Order thereafter suffer physical loss or damage caused by terrorism, clauses 6·13 and 6·14 shall as appropriate apply.

Loss or damage – insurance claims and reinstatement

- 6·13 ·1 If loss or damage affecting any executed work, Site Materials or other supplies made pursuant to an Order is occasioned by any of the risks covered by the Works Insurance Policy or an Excepted Risk or there is any loss of or damage of any kind to any existing structure or its contents, the Contractor shall forthwith upon it occurring or becoming apparent give notice both to the Contract Administrator and to the Employer of its nature, location and extent.
- 2 Subject to clauses 6·13·5·1 and 6·13·6, the occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under this Contract.
- 3 The Contractor, for himself and his sub-contractors, shall authorise the insurers to pay to the Employer all monies from the Works Insurance Policy, and from any policies covering existing structures or their contents that are effected by the Employer.
- 4 Where loss or damage affecting executed work or Site Materials or other supplies made pursuant to an Order is occasioned by any risk covered by the Works Insurance Policy, and subject to clause 6·14 where relevant, the Contractor shall after any inspection required by the insurers under the Works Insurance Policy and with due diligence restore the damaged work, replace or repair any lost or damaged Site Materials or supplies made, remove and dispose of any debris (collectively ‘reinstatement work’) and proceed with the carrying out and completion of the Order(s).
- 5 Where clause 6·7B applies:
 - 1 unless the Employer cancels the Order affected by the loss or damage, the

Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Contract Administrator at the same dates as those for certificates under section 4 less only the amounts referred to in clause 6·13·5·2;

- 2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by him to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;
- 3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy except where there has been a cessation of or reduction in Terrorism Cover under clause 6·11·4 or 6·12 and loss or damage is then caused by or results from terrorism, in which case the reinstatement work shall, to the extent that its cost is no longer recoverable under the policy, be treated as a Variation and under section 4 or clause 6·13·5·1 included in Contract Administrator's certificates. In neither case shall there be any reduction in any amount payable by reason of any act or neglect of the Contractor or of any sub-contractor which may have contributed to the physical loss or damage.
- 6 Where clause 6·7A·2 applies or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a Variation.

Loss or damage to existing structures – right of termination in respect of Orders

- 6·14** If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, give notice to the other within 28 days of the occurrence of that loss or damage that work on any affected Orders shall terminate. If such notice is given, then:
- 1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to whom it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;
 - 2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6·12·4 shall apply.

Section 7 Break Provision – Rights of each Party

Break notice

- 7.1 Each Party shall have the right to reduce the duration of the Contract Period by giving the other Party not less than 13 weeks' notice to that effect (or such lesser period of notice as is stated in the Contract Particulars (item 16)). That notice may in either case expire at any time not less than 6 months after the date of commencement of the Contract Period.

Existing and subsequent Orders

- 7.2 As from receipt by the Employer or the Contractor, as the case may be, of notice under clause 7.1 the Contractor shall not, unless otherwise agreed between him and the Contract Administrator, be under any obligation to accept any subsequent Orders which cannot reasonably be completed before the expiration of the notice, but the Contractor shall not be relieved of his obligation to complete all Orders properly given prior to the receipt of the notice, even if such Orders cannot be, or are not, completed before the expiry of such notice, and to complete any subsequent Orders that can reasonably be completed before that expiration or that he otherwise accepts.

Section 8 Termination for Default, etc.

Meaning of insolvency

- 8-1 For the purposes of these Conditions:
- 1 a company becomes Insolvent:
 - 1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 2 on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - 3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - 4 on the making of a winding-up order under Part IV or V of that Act.
 - 2 a partnership becomes Insolvent:
 - 1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - 2 when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
 - 3 an individual becomes Insolvent:
 - 1 on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - 2 on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors.
 - 4 a person also becomes Insolvent if:
 - 1 he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
 - 2 (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 8-1.

Each of clauses 8-1-1 to 8-1-4 also includes any analogous arrangement, event or proceedings in any other jurisdiction.

Notices under section 8

- 8-2
- 1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
 - 2 Such termination shall take effect on receipt of the relevant notice.
 - 3 Each notice referred to in this section shall be delivered by hand or sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.

Other rights, reinstatement

- 8-3
- 1 The provisions of this section 8 are without prejudice to any other rights and remedies available to either Party.
 - 2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated, either generally or in respect of any particular Order or Orders, if and on such

terms as the Parties agree.

Default by Contractor

- 8.4**
- 1 If the Contractor:
 - 1 fails to comply with the CDM Regulations; or
 - 2 without reasonable cause fails in such a manner to comply with his obligations under this Contract that the carrying out of any Order or Orders is materially disrupted, suspended or delayed,

the Contract Administrator may give to the Contractor a notice specifying the default or defaults (a 'specified' default or defaults).
 - 2 If the Contractor continues a specified default for 14 days from receipt of the notice under clause 8.4.1, the Employer may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Contractor terminate the Contractor's employment under this Contract.
 - 3 If the Employer does not give the further notice referred to in clause 8.4.2 (whether as a result of the ending of any specified default or otherwise) but the Contractor repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Employer may by notice to the Contractor terminate that employment.

Insolvency of Contractor

- 8.5**
- 1 If the Contractor is Insolvent, the Employer may at any time by notice to the Contractor terminate the Contractor's employment under this Contract.
 - 2 The Contractor shall immediately notify the Employer if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8.1.
 - 3 As from the date the Contractor becomes Insolvent, whether or not the Employer has given such notice of termination:
 - 1 clause 8.10 shall apply as if such notice had been given;
 - 2 the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended; and
 - 3 the Employer may take reasonable measures to ensure that each Site, the work under each Order and any Site Materials are adequately protected and that such Site Materials are retained on site; the Contractor shall allow and shall not hinder or delay the taking of those measures.

Corruption and regulation 73(1)(b) of the PC Regulations

- 8.6**
- The Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this or any other contract with the Employer if, in relation to this or any other such contract, the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Bribery Act 2010, or, where the Employer is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

Default by Employer

- 8.7**
- 1 If the Employer:
 - 1 does not pay by the final date for payment the amount due to the Contractor in accordance with clause 4.6 and/or any VAT properly chargeable on that amount; or
 - 2 without reasonable cause fails in such a manner to comply with his obligations under this Contract that the ability of the Contractor to comply with his obligations under it is materially prejudiced; or
 - 3 interferes with or obstructs the issue of any certificate; or
 - 4 fails to comply with CDM Regulations,

- the Contractor may give to the Employer a notice specifying the default or defaults (a 'specified' default or defaults).
- 2 If the Employer continues a specified default for 14 days from the receipt of notice under clause 8·7·1, the Contractor may on, or within 21 days from, the expiry of that 14 day period by a further notice to the Employer terminate the Contractor's employment under this Contract.
 - 3 If the Contractor for any reason does not give the further notice referred to in clause 8·7·2, but the Employer repeats a specified default (whether previously repeated or not), then, upon or within a reasonable time after such repetition, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract.

Insolvency of Employer

- 8·8**
- 1 If the Employer is Insolvent, the Contractor may by notice to the Employer terminate the Contractor's employment under this Contract;
 - 2 the Employer shall immediately notify the Contractor if he makes any proposal, gives notice of any meeting or becomes the subject of any proceedings or appointment relating to any of the matters referred to in clause 8·1;
 - 3 as from the date the Employer becomes Insolvent, the Contractor's obligations under Article 1 and these Conditions to carry out and complete any Orders shall be suspended pending such termination.

Termination by Employer – regulations 73(1)(a) and 73(1)(c) of the PC Regulations

- 8·9** Where this Contract is one to which regulation 73(1) of the PC Regulations applies the Employer shall be entitled by notice to the Contractor to terminate the Contractor's employment under this Contract where the grounds set out in regulation 73(1)(a) or 73(1)(c) of the PC Regulations apply.

Consequences of termination under clauses 8·4 to 8·6

- 8·10** If the Contractor's employment is terminated under clause 8·4, 8·5 or 8·6:
- 1 the Employer may employ and pay other persons to carry out and complete uncompleted Orders;
 - 2 no further sum shall become due to the Contractor under this Contract other than any amount that may become due to him under clause 8·10·3 and the Employer need not pay any sum that has already become due either:
 - 1 insofar as the Employer has given or gives a notice under clause 4·6·5; or
 - 2 if the Contractor, after the last date upon which such notice could have been given by the Employer in respect of that sum, has become insolvent within the meaning of clauses 8·1·1 to 8·1·3;
 - 3 the Contract Administrator shall within 13 weeks of the date of termination make a valuation and issue a certificate showing:
 - 1 the value of such work properly executed (or of labour, materials and/or plant supplied) and any other amounts due to the Contractor under this Contract that have not been valued and certified before such termination; and
 - 2 the amount of any direct loss and/or damage caused to the Employer by the termination;
 - 4 if the amount of direct loss and/or damage exceeds the value certified under clause 8·10·3 the difference shall be a debt payable by the Contractor to the Employer or, if it is less, by the Employer to the Contractor;
 - 5 the final date for payment of the amount of the difference referred to in clause 8·10·4 shall be 28 days from the date of the certificate.

Consequences of termination under clauses 8·7 to 8·9

- 8·11**
- 1 Where the Contractor's employment is terminated under clause 8·7, 8·8 or 8·9, the Contractor shall within 13 weeks of the date of termination submit an account in respect of:
 - 1 the value of such work properly executed (or of labour, materials and/or plant supplied) as has not been valued and certified before such termination; and

- 2 only where the Contractor's employment is terminated under clause 8·7 or 8·8, the amount of any direct loss and/or damage caused to the Contractor by the termination.
- 2 The Employer shall pay to the Contractor the amount properly due in respect of the account within 28 days of its submission by the Contractor.

Section 9 Settlement of Disputes

Mediation

- 9.1 Subject to Article 6, if a dispute or difference arises under this Contract which cannot be resolved by direct negotiations, each Party shall give serious consideration to any request by the other to refer the matter to mediation.^[29]

Adjudication

- 9.2 If a dispute or difference arises under this Contract which either Party wishes to refer to adjudication, the Scheme shall apply except that for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Contract Particulars (item 17).

Arbitration

Clauses 9.3 to 9.8 not applicable.

^[29] See the Measured Term Contract Guide.

Schedule Supplemental Provisions

(Fifth Recital)

Supplemental Provisions 1 to 6 apply unless otherwise stated in the Contract Particulars. Supplemental Provision 7 applies where the Employer is a Local or Public Authority or other body of the type mentioned in that provision; Supplemental Provision 8 applies where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations.

Collaborative working

- 1 The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behaviour and address behaviour which is not collaborative.

Health and safety

- 2
- 1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
 - 2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:
 - 1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
 - 2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
 - 3 ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
 - 4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

Cost savings and value improvements

- 3
- 1 The Contractor is encouraged to propose changes to designs and specifications for each Order and/or to the programme for its execution that may benefit the Employer, whether in the form of a reduction in the cost of the Order or its associated life cycle costs, through completion at a date earlier than the date for completion or otherwise.
 - 2 The Contractor shall provide details of his proposed changes, identifying them as suggested under this Supplemental Provision 3, together with his assessment of the benefit he believes the Employer may obtain, expressed in financial terms, and a quotation.
 - 3 Where the Employer wishes to implement a change proposed by the Contractor, the Parties shall negotiate with a view to agreeing its value, the financial benefit and any adjustment to the date for completion. Upon agreement, the change and the amount of any adjustment of the value of the Order shall be confirmed in a Contract Administrator's instruction, together with the share of the financial benefit to be paid to the Contractor and any adjustment to the date for completion.
 - 4 Original proposals by the Contractor under this Supplemental Provision 3 may only be instructed in accordance with it, provided always that nothing shall prevent the Employer

from utilising other contractors to implement such changes after the Contract Period.

Sustainable development and environmental considerations

- 4
- 1 The Contractor is encouraged to suggest economically viable amendments to any Order which, if instructed as a Variation, may result in an improvement in environmental performance in the carrying out of the Order or of the completed Order.
 - 2 The Contractor shall provide to the Employer all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Contractor selects.

Performance Indicators and monitoring

- 5
- 1 The Employer shall monitor and assess the Contractor's performance by reference to any performance indicators stated or identified in the Contract Documents.
 - 2 The Contractor shall provide to the Employer all information that he may reasonably require to monitor and assess the Contractor's performance against the targets for those performance indicators.
 - 3 Where the Employer considers that a target for any of those performance indicators may not be met, he may inform the Contractor who shall submit his proposals for improving his performance against that target to the Employer.

Notification and negotiation of disputes

- 6
- With a view to avoidance or early resolution of disputes or differences (subject to Article 6), each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives nominated in the Contract Particulars (or if either is not available, a colleague of similar standing) shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.

Transparency

- 7
- Where the Employer is a Local or Public Authority or other body to whom the provisions of the Freedom of Information Act 2000 ('FOIA') apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA. Notwithstanding any other term of this Contract:
- 1 the Contractor hereby consents to the Employer publishing any amendments to the standard form JCT contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted;
 - 2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Contract.

The Public Contracts Regulations 2015

- 8
- Where the Employer is a Local or Public Authority and this Contract is subject to the PC Regulations^[31]:

^[31] An explanatory summary of those provisions in the PC Regulations that are reflected in this Contract is contained in the Measured Term Contract Guide. Provisions relating to the PC Regulations are also set out in section 8 (Termination) of this Contract. The JCT Short Form of Sub-Contract (ShortSub) meets the requirements of Supplemental Provision 8.

- 1 where regulation 113 of the PC Regulations applies to this Contract, the Contractor shall include in any sub-contract entered into by him suitable provisions to impose the requirements of regulation 113(2)(c)(i) and (ii);
- 2 the Contractor shall include in any sub-contract entered into by him provisions requiring the sub-contractor:
 - 1 to supply and notify to the Contractor the information required (as applicable) under regulations 71(3), 71(4) and 71(5) of the PC Regulations; and
 - 2 to include in any sub-subcontract he in turn enters into provisions to the same effect as required under paragraph 8·2·1 of Supplemental Provision 8;
- 3
 - 1 the Contractor shall include in any sub-contract entered into by him provisions that shall entitle him to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;
 - 2 in the event the Employer requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Employer under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.



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SECTION 2

INVITATION TO TENDER DOCUMENT INCLUDING APPENDIX A1, E, F, G AND H

GATEWAY HOUSING ASSOCIATION

TERM MAINTENANCE CONTRACT – TERM MAINTENANCE CONTRACT – SHELTERED HOUSING - WARDEN CALL, DOOR ENTRY SYSTEMS, ACCESS CONTROLS, CCTV & POWERED GATES

INVITATION TO TENDER

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Your completed tender must be returned to Gateway Housing Association and be received no later than 12 noon on the 23 November 2018.

CONTENTS

1. Introduction
2. Selection process
3. Terms & Conditions

Appendices

Appendix A1 and A2 – Invitation to Tender Document (Part 1 of 2 and Part 2 of 2)
Appendix B – Form of Tender and Price Model
Appendix C – Certificate of Non-Collusion
Appendix D – Qualitative Questionnaire and Selection Criteria
Appendix E – Active H – Contract Requirements
Appendix F – Customer Service Standards
Appendix G – Compensation Policy / Procedure
Appendix H – Responsive Repair Policy
Appendix I – Selection Questionnaire

**Bidders should only submit a response if they can meet the minimum requirements set out in this document*

1.0 Introduction

1.1 Gateway Housing Association Background

See Appendix A1, Section 1 for details. Details for Gateway Housing Association can also be found at www.gatewayhousing.org.uk.

1.2 Tender Background

See Appendix A1, Section 1 for details. The maximum Contract Term is 5 years (3 + 1 +1).

1.3 Sourcing Panel

The sourcing panel for this tender may consist of members from the following teams:

Gateway Housing Association – Property Services Team
Gateway Housing Association – Residents Services Team

Gateway Housing Association are supported for this procurement exercise by Consultants, calfordseaden LLP.

1.4 Confidentiality

All information contained in this document is considered to be of a confidential nature. You are reminded of your obligation not to disclose information contained herein to any third party without prior agreement. Gateway Housing Association in turn assures confidentiality to all respondents of this Invitation to Tender (ITT).

1.5 Right of Rejection & Appointment

Gateway Housing Association reserves the right to accept or reject any or all responses to the ITT. Gateway Housing Association reserves the right not to appoint a Contractor following this procurement process.

1.6 Costs

Gateway Housing Association shall not be liable for any costs incurred by you in the preparation of your proposal or any other associated costs related to participating in this procurement process. Gateway Housing Association reserve the right not to accept any offer submitted as part of the ITT.

1.7 Right of Incorporation

The Bidder's response to the ITT constitutes a business offer. Gateway Housing Association may incorporate all or part of the response in any contract or agreement.

1.8 Timescales

The response submission date is 12 Noon on 23 November 2018.

The tender submission shall be returned to Gateway Housing Association at their offices at 409-413 Mile End Road, London, E3 4PB. This requirement must be met to comply with Gateway Housing Association's Standing Orders.

The following table is an approximate timeline for the tender process and is provided for information only. Bidders should note that the timetable is subject to change.

Stage	Date
Tender Issue	01 November 2018
Tender submission Deadline	23 November 2018
Interview Process (if required)	December 2018
Contract Award	By end of February 2019
Contract Start & Mobilisation	01 April 2019

1.9 Submissions

See Instructions to Tenderers and 1.8 above.

All responses should be in the format requested; failure to submit information as requested may lead to disqualification.

Your final submission is to include:

- A completed Selection Questionnaire (SQ) – Appendix I
- A completed ITT Document (Part 2 of 2) – Appendix A2
- A completed Quality Response Document – In response to Appendix D
- A completed Form of Tender Document - Appendix B
- A completed Certificate of Non-Collusion - Appendix C

Any questions with regard to the tender documents or the process in general should be submitted via email.

Please note that all queries and responses where practicable will be anonymously distributed to all bidders to ensure an open and transparent process.

2.0 Selection Process

2.1 Bid Requirements

In order to make a bid, bidders will be required to submit the documentation referenced in section 1.9.

A full analysis of the submissions will be carried out by the selection panel listed in 1.3.

2.2 Evaluation & Scoring

The evaluation of this ITT will be based on Most Economically Advantageous Tender (MEAT) and will be weighted as follows:

- Commercial Proposal – 60% weighting
- Quality Response – 40% weighting

As a final stage of the process, the highest scoring bidders may be shortlisted and invited to attend an interview and give a presentation to support their bid. Should the interview stage be required, an additional weighting to shortlisted bidders will be applied as follows:

- Interview – additional 10% weighting

Therefore, the maximum score for non-shortlisted bidders is 100% and the maximum score for shortlisted bidders (should interviews be conducted) is 110%.

Bidders should note that an interview / presentation stage will only be engaged if, in the view of Gateway Housing Association, the initial tender stage does not present a response which clearly sets out a successful bidder.

See Appendix D for further details.

2.3 Tender Scoring

Tenders will be scored using a consistent approach and in line with the weightings listed above.

Commercial scores shall utilise a Price Model. See Appendices A2 and B for further details.

Bidders should note that Gateway Housing Association reserves the right to exclude tenders which we feel are unsustainably low.

Quality scores will be calculated by evaluating the ITT Quality Response Document. Responses to set questions will be assessed, scored and awarded a score between 0 and 10 with the relative weighting applied.

2.4 Understanding the Brief

Bidders must satisfy themselves that they understand the brief required and price their submissions accordingly.

2.5 Appointment

Gateway Housing Association reserves the right to enter into detailed negotiations to suitably tailor the proposal put forward by the successful bidder before entering into contract. At all times the selection criteria will be that of best value and therefore Gateway Housing Association does not commit itself to accepting the lowest, or any tender.

3.0 Terms and Conditions

Details of the proposed contract for this opportunity can be found at Appendix A1. The successful bidder will be required to agree and sign the JCT MTC 2016 Contract, therefore if there are any terms of this agreement which you are unable to comply with, these should be highlighted within the tender response, however any non-compliance may result in disqualification from the tender.

The following will be incorporated in the Contract Documents:-

Appendix A1– ITT Document (Part 1 of 2)

Appendix A2– ITT Document (Part 2 of 2) with costs from successful Contractor.

Appendix B – Completed Form of Tender and Price Model

Appendix C – Completed Certificate of Non-Collusion

Response to Appendix D – Contractor's Submission

Appendix A1

Invitation to Tender Document (Part 1 of 2)

Term Maintenance Contract

**Warden Call, Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates at**

Sheltered Housing Properties

For and on behalf of:

**Gateway Housing Association
409 – 413 Mile End Road
London
E3 4PB**

L060274S/0027 November 2018
Issue 4: Re-Tender

King's Head House, King's Head Yard, Borough High Street, London, SE1 1NA
020 7940 3200 london@calfordseaden.co.uk

calfordseaden.co.uk

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Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

1 INTRODUCTION

1.1 GATEWAY HOUSING ASSOCIATION

Gateway have been operating from 1926, initially as Bethnal Green Housing Association and following mergers are now known as Gateway Housing Association.

Gateway predominately operate in the London Borough of Tower Hamlets, but have a small stock of housing in Hackney and Newham. The majority of their 2,800 homes is social rent.

Gateway are the largest provider of Sheltered Housing in Tower Hamlets.

Throughout their Sheltered Housing Blocks, a number have Warden Call, Automatic Doors, Door Entry, Access Control, CCTV and Powered Gates and the Term Maintenance Contract being tendered is to cover all of this equipment.

The principal requirements of the new Contract will include:-

- Providing value for money
- Delivery of a Customer Focus Service
- Having capabilities to provide comprehensive supporting in relation to service delivery and compliancy.

1.2 PROPERTY AND RESIDENT PROFILE

The range and type of properties covered by the contract arrangements may include:

Sheltered Schemes

Asian and Somali Elder Schemes

1.3 FORM OF CONTRACT

The Form of Contract shall be the JCT Measured Term Contract 2016. See Appendix C for Contract Particulars.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

2 MAINTENANCE SPECIFICATION

2.1 SCOPE OF CONTRACT

The scope of the Contract and related pricing mechanisms shall be as follows:-

a) Warden Call, Door Entry/Access Control

A fixed annual cost shall be included to cover:-

- Servicing/PPM
- Asset Collection and Condition Appraisal
- 24 hour call-out service
- All repairs and component replacements

b) CCTV

A fixed price per annum cost is required to cover the following services:-

- Servicing/PPM
- Asset Collection and Condition Appraisal

The following elements will be covered on a Schedule of Rates basis:-

- 24 hour Call Out Service
- Repairs and Component Replacements

c) Automatic Doors

A fixed cost per annum cost is required to cover the following services:-

- Servicing/PPM
- Asset Collection and Condition Appraisal

The following elements will be covered on a Schedule of Rates basis:-

- 24 hour Call Out Service
- Repairs and Component Replacements
-

d) Powered Gates

A fixed price per annum cost is required to cover the following services:-

- Servicing/PPM
- Asset Collection and Condition Appraisal

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

The following elements will be covered on a Schedule of Rates basis:-

- 24 hour call-out service
- Repairs and Component Replacements
- Powered Gate Risk Assessment

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

2.2 EQUIPMENT

The equipment covered by this contract shall include but not necessarily be limited to the following components, modules and systems detailed below.

Warden Call, Door Entry Systems and Access Controls

- Warden Call – Control Unit
- Warden Call – Telephone Interface
- DECT PAPX
- UPS
- DECT Controller Assembly
- DECT Base Station
- Telecare Base Station
- DECT Handset – Warden
- DECT Handset – Charger
- Warden Call – Master Unit
- Speech Modules
- Pull Switches
- Pendants
- Batteries
- Cabling
- Printers
- Telecare Devices
- System Software
- Smoke and Heat Detectors connected to Warden Call systems
- Door entry control equipment
- Magnetic and electric locks
- Audio and video equipment
- Key fob panels
- Door entry handsets
- Power supplies for door entry systems
- Door closers
- Door panels, hinges, handles and fixtures
- Main entrance doors
- GSM Units and Aerials
- Hardware, e.g. laptop and software

CCTV

- CCTV cameras
- Camera control units
- Camera switches and matrix's
- Multiplexers
- Monitors
- Power supply units to CCTV
- Infra-red lamp units
- GSM Units and Aerials

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

- Broadband Facilities
- Hardware, e.g. laptop and software

Automatic Doors

- Drive Motors/Units
- Safety Switches
- Finger Protection
- Controls
- Signage
- Hinges/Brackets
- Operating Mechanisms
- Fob Readers

Powered Gates and Barriers

- Powered Arms
- Sensors
- Loops
- Hinges / Brackets
- Fire Switches
- Fob Readers
- Controls
- Push Buttons, etc.
- Mag Locks
- Operating Mechanisms
- Hardware, e.g. Laptop and software
- Signage

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

2.3 ASSET INSPECTION

During the first 3 months of the contract term, the Contractor will be required to carry out a detailed asset and condition inspection at each of the properties instructed.

The initial asset collection and condition appraisal will include collection of the following information:

- System type
- Manufacture of system
- Door Entry Type – Audio or Audio Visual
- CCTV – Fixed or PTZ
- CCTV – Number of cameras
- Warden Call/Door entry – Number of flats on system
-
- Manufacturer type/reference
- Location of equipment
- Equipment age (0-5 years, 5-10 years, 10 years +)
- Budget for equipment replacement.
- Equipment condition appraisal: good, satisfactory or poor
- Details of any specific defects or remedial works required to make systems fully functional
- Costings relating to the remedial works identified
- Access controls – ability to programme remotely
- Details of any closed protocol equipment
- Details of any obsolete equipment

The information provided shall be in a format agreed with the Contract Administrator and shall be made available both in hard copy and electronic copy.

A pilot covering a total 3 selected properties identified by Gateway will be completed initially and this will then include the formatting and detail collected as part of Asset Surveys. This exercise will be completed within first month of the Contract.

Any subsequent properties identified which have warden call, door entry, Access Controls, CCTV, Automatic Doors or Powered Gates shall be subject to an asset and condition inspection. These will be completed within a maximum of 3 months from instruction. This will also apply to properties where Planned Capital works have been completed.

2.4 PLANNED AND PREVENTATIVE MAINTENANCE

On six monthly or annual basis (see Section 5), the Contractor shall include for planned and preventative maintenance. In the first year, this may coincide with the asset and condition inspection.

The maintenance requirements are as detailed within the model planned and preventative maintenance schedules detailed within Section 5.

Costs relating to planned and preventative maintenance shall be based on the tendered rates and reference should be made to the Cost Document.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

The servicing requirements for equipment covered by the Contract is as follows:-

- Warden Call – Annual
- Door Entry / Access Controls - Annual
- CCTV – Annual
- Automatic Doors – 6 monthly
- Powered Gates and Barriers – 6 monthly

2.5 RESPONSIVE MAINTENANCE

The Contractor shall provide a responsive maintenance service which shall include the 24 hours, 365 days per year call facility.

Normally, requests to attend site due to malfunction of equipment will be covered by a call out request and order/call reference issued by Gateway's Customer Services Team.

Requests for repairs may come from the following:

- Customer Services Team
- Property Services Team
- Out of Hours Provider

The majority of calls will be during working hours.

Refer to Section 3.9 concerning response times and 3.14 regarding KPI's.

2.6 REPAIRS AND REPLACEMENTS

During the course of planned and preventative maintenance or when attending responsive repairs, the Contractor shall identify the need to replace and/or repair any items of equipment. Where repair works are chargeable (see 2.1), proposals shall be forwarded to the Contract Administrator, together with details of whether existing systems are still functional, part operational etc. Any replacements or repairs of equipment shall be an equivalent standard to the existing installation and shall be in accordance with manufacturer's literature and appropriate British Standards. Where repair works are required these shall be planned and completed to minimise inconvenience to residents.

Where repairs are chargeable (see 2.1), the Contractor may undertake necessary repairs up to a value of £250 plus VAT per PPM/Service Visit or Response Repair Request without reverting to the Contract Administrator for further instructions.

The Contractor is required to attend Gateway's non-contract/new sites on a 24 hour Call Out Service (365 days) basis and the call out and works will be covered on a Schedule of Rates basis. Following attendance, the Contractor will provide a full report of their findings with recommendations within 24 hours to the Contract Administrator via email.

The Contractor will also be responsible for repairs, software upgrades, etc., for lap-tops used for CCTV and access controls.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

Where the value of repairs exceeds £250 plus VAT (per dwelling) in Leasehold/Shared Ownership blocks, there will be a requirement to obtain alternative costs to meet Section 20 requirements.

2.7 IT AND REPORTING SYSTEMS

A key aspect of the contract is the ability for the Contractor to provide reporting relating to both planned maintenance and responsive maintenance activities.

These shall be completed in an agreed format and reference should be made to Appendices A and B concerning a model form for this type of information.

Reporting shall be made available electronically on a monthly basis.

The requirements detailed are in addition to the Contractor retaining records for planned maintenance and responsive maintenance (in the form of engineer's worksheets) in files in their IT system. These shall be accessible remotely by the Contract Administrator via a web portal or remote link.

See also Appendix E

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

3 TERMS AND CONDITIONS

3.1 DEFINITIONS

Where reference in this document is made to the **Employer**, this shall mean Gateway Housing Association Limited (*). The Contract for the maintenance of the specified equipment shall be between the Employer and Contractor.

Where reference is made in this document to the **Contract Administrator**, this shall mean the appointed representative of Gateway Housing Association who will be there M&E Contracts Manager.

Where reference is made to the **Contractor** or **Tenderer**, it shall mean the Contractor who is employed by the Employer to carry out the maintenance detailed within this document.

Where reference is made to **Maintenance**, this shall mean the combination of all technical and associated administrative actions intended to maintain the specified equipment in a condition where it can perform its required function. This shall encompass all forms of maintenance, e.g. planned and preventative maintenance, repairs and replacements etc as defined by the contract.

Where reference is made to **Planned Maintenance**, this shall mean maintenance organised and carried out with forethought and control using documentation indicating a pre-determined plan.

Where reference is made to **Preventative Maintenance**, this shall mean maintenance that is carried out at pre-determined intervals intended to reduce the probability of failure of any item of equipment.

Where reference is made to **Responsive Maintenance**, this shall mean maintenance that is necessary to affect repairs to equipment so that the equipment functionality can be fully restored.

Where reference is made to **Equipment**, this shall include but not necessarily be limited to the equipment detailed in Section 2.2.

Details in Section 3 shall be read in conjunction with the requirements of the JCT MTC 2016.

(* referred to as 'Gateway' throughout ITT Documents.

3.2 CONTRACT DURATION

The duration of the contract shall be for a maximum of 5 years from the contract start date of 01 April 2019.

The Contract shall be 3 years with an Employer option to extend for a further 2 years (1 + 1).

3.3 PAYMENT TERMS, ORDERS AND INVOICING

Invoicing for the following works shall be completed on a monthly basis and this shall include:

- Asset Collection and Reports
- Servicing/PPM

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

- Fixed Cost for Warden Call, Door Entry and Access Controls.

Invoices relating to Responsive Repairs and quoted Repairs over £250 shall be through Gateway Property Services Team.

The terms of payment shall be as identified within the JCT Measured Term Contract.

Chargeable repairs shall be covered by monthly applications for payment. These shall be reviewed and where agreed, a single PO will be issued. Works chargeable due to vandalism, etc., shall be supported with photographs, etc.

3.4 ANNUAL COST ADJUSTMENT

The Contract shall be on a Fixed Cost basis for the first year.

Thereafter, on an annual basis, the contract sum may be adjusted to take into account changes in labour and material costs.

The annual price adjustment will be subject to BCIS indices for Electrical labour and materials. The basis of calculation shall use:-

- E1 – Electrical Labour (50% weighted)
- E2 – Electrical Materials (50% weighted)

3.5 INSURANCE

The Contractor shall obtain for the contract duration, the following insurances to a level of £10 million.

Third party public liability

Employer's liability

See JCT MTC for further details.

The cost of the insurance cover shall be incorporated within the tender price.

The successful Contractor shall provide documental evidence regarding these insurances prior to the contract commencement.

3.6 HEALTH AND SAFETY

The successful Contractor shall have in place a health and safety policy that covers the nature of the works of the Term Maintenance Contract described.

The successful Contractor shall be required to submit Risk Assessments and Method Statements in accordance with the Management of Health and Safety at Work Regulations.

With regards to these Regulations, the Contractor's Risk Assessments shall take into account the nature and type of risks which are involved.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

It should be noted that the Employer hereby brings to the attention of the Contractor, potential hazards which may be encountered:

Work to be carried out in and around Properties where the presence of the following could give rise to hazards:-

- Children
- Disabled persons
- Elderly persons
- Pets
- Visitors to the properties who may be unaware that work is being carried out.
- Persons from ethnic minority groups who may have little or no command of the English language.
- Persons with learning difficulties.
- Other Contractors may be working in the same property at the same time as the Contractor.

The Contractor may encounter materials contained in substances that could be harmful to health, i.e. asbestos, alumino silicone fibre, etc.

Empty properties may have hazards resulting from vandalism or the public utilities being disconnected and no artificial lighting being available.

The Contractors risk assessment shall take into account the hazards identified above and the Contractor shall ensure that all employees operate a safe system of work.

The Employer will make available to the Contractor, information and records relating to:-

- Asbestos Registers
- Resident Risk Data: Visiting in pairs, etc.

3.7 REGULATIONS, STANDARDS ETC

The Employer has obligations under the Health and Safety at Work Act etc 1974 and this relates to its employees, members of the public, visitors to properties and Contractors working in properties that they own.

When undertaking work in relation to the contract, the Contractor shall bring to the attention of the Contract Administrator any areas where it is suspected that these obligations are not being met.

In addition to this, the Employer brings to the attention of the tenderers the following Regulations, Standards and Codes of Practice which have relevance to the Term Maintenance Contract.

CDM Regulations

Management of Health and Safety at Work Regulations 1999.

Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

Workplace Regulations

Manual Handling Operations Regulations

The Control of Substances Harmful to Health Regulations

The Provision and Use of Work Equipment Regulations

Electricity at Work Regulations

BS: 7671 : The IEE Regulations

BS 7036 Parts 1 to 5 (Code of Practice for Safety at Powered Doors for Pedestrian Use)

BS: EN 50130-4: 1996

BS: EN 16005: Power operated pedestrian door sets – safety in use- requirements and test methods.

The Contractor shall include for undertaking all works relating to the Term Maintenance Contract in accordance with all appropriate Regulations, Standards, Codes of Practice etc including industry good practice guides.

3.8 CONTRACTOR OBLIGATIONS

The Contractor shall be responsible for carrying out the works detailed within this document and in particular should include for the following:

- a) All planned and preventative maintenance shall be carried out between 9.00am and 5.00pm Mondays to Fridays.
- b) The Contractors operatives shall have suitable identification cards including a current photograph. These shall be available when the Contractor is working at any of the properties covered by the contract.
- c) The Contractor shall provide suitably experienced, qualified and trained operatives to carry out the maintenance works identified within the contract. This shall include Warden Call, Door Entry, Access Controls, CCTV and Powered Gates.
- d) The Contractor shall provide a schedule identifying dates of the planned and preventative maintenance visit for each of the properties concerned. The information schedule shall indicate that works will take place “week commencing”. See also 3.11.
- e) The Contractor shall designate the single point of contact for the contract works. The designated Contract Manager will be responsible for all aspects of the contract including:
 - Management of support and administration
 - Reporting
 - Supervision and quality control
 - Attendance at review meetings

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

- f) In the event of the Contractor attending to a responsive maintenance call and identifying that the equipment is in an unsafe condition, the Contractor shall “make safe” and advise the Contract Administrator as soon as possible.
- g) All of the Contractor’s operatives shall be DBS (Disclosure and Barring Service) checked and shall have completed asbestos awareness training.

3.9 RESPONSIVE REPAIRS CATEGORIES

Repair categories are as follows:-

- Emergency Repairs 4 or 24 hours maximum
- Urgent Repairs 7 days maximum (attend and complete repairs)
- Routine Repairs 30 working days

Definition of Priorities:

- Emergency Repairs (4 hours or 24 hours) – This would apply to instances where there is a health & safety risk due to failure of equipment or alternatively with door entry systems where there is a lock-in/lock-out situation.
- Urgent Repairs (7 days) – This would relate to the failure, breakdown or malfunction of door entry or access controls or CCTV other than where the responsive repair is designated as an emergency.
- Routine Repairs (30 working days) – This would relate to quoted works where more major repairs/replacements are required and survey/more extended delivery periods are involved.

3.10 RESPONSIVE REPAIRS TIME

Responsive maintenance calls shall be attended and completed within the priority identified on the works order.

This will be typically be 24 hours or 7 days (includes weekends, statutory holidays). This is for attendance and completion of the repair.

In the event of equipment failure or malfunction having Health and Safety implications, the Contractor shall provide response time of 4 or 24 hours and this service shall be on a 7 day a week basis.

For works subject to instruction following a quotation/cost, these shall be completed in line with the priority identified on the Works Order. (Typically 7 or 30 days)

In the event of additional works being required, the Contractor shall submit within two working days, details of such works including associated costings to enable a works order to be raised.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

The Contractor will be authorised to complete works up to a value of £250.00 + VAT (labour and materials) when attending a responsive maintenance visit, or at a service visit. This relates to chargeable works only.

3.11 ACCESS ARRANGEMENTS AND COMMUNICATIONS

Where access is required to individual dwellings (e.g. replacement of door entry handset), the Contractor shall be responsible for making arrangements directly with the resident concerned. The works order will include the tenants name, full address and where available telephone number.

In the event of access not being possible or appointments not being kept, this should be referred to the Customer Services or Property Services Team at Gateway.

Where access is required to several flats concurrently (e.g replacement of existing door entry systems), then the Contractor will be responsible for making appointments with each of the Residents concerned. The Contractor shall include for a two appointment process and for attendance out of hours (evenings and weekends). After the two appointment process (which will include at least one appointment outside of normal working hours) if access is not gained then this shall be referred to the Contract Administrator.

Payments will not be made for abortive visits.

The Contractor shall include for four hour time slots (am or pm) for appointments to complete repairs and this would also apply to any servicing activities where access is required to individual flats/dwellings.

In the event of access not being made to complete a repair within a dwelling/flat, a no access card shall be left and again this shall be with dual logos and with wording agreed with the Contract Administrator.

3.12 ADDING AND OMITTING OF PROPERTIES

It is anticipated that during the contract term, properties will be added and omitted.

The Contractor shall cost any additional properties or omissions on the basis of the tendered rates, see Cost Document for further details.

3.13 WORKMANSHIP AND MATERIALS

Workmanship and materials shall be in accordance with appropriate British Standards and Codes of Practice.

The Contractor shall also take into account for all works, manufacturers recommendations. For any repair or component replacement works completed, the terms of the contract will include a 12 months defects liability period from the date of completion.

The Contractor is to provide all tools, plant and specialist test equipment to undertake the maintenance activities identified within the contract. This shall include within the fixed costs and rates for high level access equipment and facilities up to 12 metres from ground level.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

The only exception shall be existing equipment where specific codes or diagnostics equipment is required before maintenance functions to be undertaken. Any such items of equipment shall be identified within the initial asset and condition report and shall be brought to the attention of the Contract Administrator.

3.14 KPI's

The Key Performance Indicators for the Responsive Maintenance service in year one are:-

Priority	Minimum Level – In Target	First Time Fix
4 hours	100%	80%
24 hours	95%	80%
7 working days	95%	80%
30 working days	95%	80%

The Key Performance Indicators for the Planned and Preventative Maintenance are as follows:-

Activity	Completed as Scheduled	Completed
Servicing/Planned Maintenance	95%	100%

The Key Performance Indicators will be subject to annual review with the objective of developing and improving the service over the Contract term.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

4 SCHEDULE OF PROPERTIES

4.1 PROPERTY LISTING AND ASSET DETAILS (WARDEN CALL/DOOR ENTRY/ACCESS CONTROLS AND CCTV)

Property Address	No of Units	Warden Call	Manufacturer	CCTV	No. of Cameras
Bustaan Rada, Pollard Row, E2 6NA	16	Yes			
Edith Ramsey House, Duckett Street, E1 4TD	37	Yes	Tynetec	Yes	10
Hugh Platt House, Patriot Square, E2 9NS	19	Yes	Tunstall	Yes	6
John Tucker House, Mellish Street, E14 8NS	36	Yes		Yes	9
Lawrence Close, E3 2BQ	31	Yes	Tunstall	Yes	6
Mandela House, Virginia Road, E2 7NN	28	Yes		Yes	6
Mosque Tower, Fieldgate Street, E1 1JU	31	Yes		Yes	
Regency Court, Norman Grove, E3 5EG	30	Yes		Yes	10
Rochester Court, Wilmot Street, E2 0BP	34	Yes	Tunstall	Yes	6
Ruth Court, Medway Road, E3 5DS	24	Yes	Tynetec	Yes	12
Ted Roberts Court, Parmiter Street, E2 9NH	30	Yes	Tunstall		
William Cubitt Lodge, Armagh Road, E3 2HT	27	Yes		Yes	

4.2 POWERED GATES

There are powered gates at Edith Ramsey House – See 4.1 for address.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

5 MODEL PLANNED AND PREVENTATIVE MAINTENANCE SCHEDULE

5.1 INTRODUCTION

The schedules identify minimum requirements relating to planned and preventative maintenance. The Contractor shall assess each installation and advise the Contract Administrator if these provisions need to be modified, frequencies changed etc.

Systems to be checked and maintained in accordance with manufacturer’s recommendations.

Requirements for:

Warden Call:	See 5.2
Door Entry Systems/Access Controls:	See 5.3
CCTV Systems:	See 5.4
Powered Gates:	See 5.5
Automatic Doors:	See 5.6

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

5.2 WARDEN CALL SYSTEMS

Equipment/Frequency of Maintenance	Activity
Total warden call system (annual)	Check with designated site contact on operation of system and note feedback on any faults etc.
Warden call control equipment, PSU and master station (annual)	Undertake visual inspection of equipment and testing in accordance with manufacturer's instructions.
Warden call handset's and resident's handsets/pull cords (annual)	Complete test calls to minimum 100% of residents' handsets to check functionality and speech quality. All pull cords and pendants also to be 100% tested. Check off site facility. Note flats checked on worksheet.
System Training/Instruction (annual)	Undertake refresher training and update for designated site contact in terms of system functionality.
Total warden call system (annual)	Complete life-line safety checks in accordance with manufacturer's instructions.
GSM Units (Annual)	Check and test operation with Careline/Lifeline provider.
Smoke and heat detectors linked directly into warden call system (annual)	Inspect, clean and test detectors in accordance with BS: 5839 for type LD3 systems. Replace back-up batteries as required based on test and manufacturer's instructions.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

5.3 DOOR ENTRY SYSTEMS/ACCESS CONTROLS

Equipment/Frequency of Maintenance	Activity
Main entry [and secondary entrance] panel (annual)	<p>Check operation of call features to each flat.</p> <p>Check operation of “trades” button (if fitted).</p> <p>Check fob functionality (if provided).</p> <p>Check general condition, secureness, fixings etc.</p> <p>Note any defects on worksheet.</p>
Main entrance [and secondary entrance] door lock release. (annual)	<p>Check function of entryphone handset, release is minimum of 25% of flats [with assistance from tenants]</p> <p>Check function of door lock release with exit push and emergency access facility.</p> <p>Check lock, adjust, lubricate as necessary.</p> <p>Note any defects on worksheets.</p> <p>Check Fireman’s switch access facility.</p>
Power supply units (annual)	<p>Check that unit is located in secure environment and in good order.</p> <p>Check time settings for “trades” entry. Check fuses, MCB’s. Note any defects on worksheet</p>
Electrical installation associated with door entry system (annual)	<p>Visual check of any surface run conduit, trunking etc in communal areas. Note any defects on worksheet.</p>
Enclosures, access doors etc to property (annual)	<p>Visual inspection of enclosures, doors etc to check condition and secureness of communal areas.</p> <p>Note: Comments on worksheet</p>
Hardware, e.g. laptop and software	<p>Update hardware software, as required to remain in support.</p>
<p>Note: Contractor to also note on worksheet, any comments or feedback from tenants. Worksheet to be signed and dated.</p>	

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

5.4 CCTV SYSTEMS

Equipment/Frequency of Maintenance	Activity
Monitor(s) for CCTV (annual)	<p>Check picture quality.</p> <p>Liaise with Employer's Representative concerning operation or any problems.</p> <p>Note any defects on worksheet.</p>
DVR's (Digital Video Recorders) for CCTV system (annual)	<p>Check operation of system in accordance with manufacturer's instructions.</p> <p>Check sample recordings.</p> <p>Liaise with Employer's Representative concerning operation or any problems.</p> <p>Note any defects on worksheet.</p>
Power supply unit for CCTV systems. (annual)	<p>Check that unit is located in safe environment and in good order.</p> <p>Check fuses, MCB's etc.</p> <p>Note any defects on worksheets.</p>
Multiplexers and camera switchers and matrices for CCTV systems. (annual)	<p>Check operation in accordance with manufacturer's instructions.</p> <p>Note any defects on worksheet</p>
CCTV cameras – fixed and pan/tilt (annual)	<p>Inspect camera housing condition and clean (ladder access only)</p> <p>Note any defects on worksheet</p> <p>Check pan/tilt operation in accordance with manufacturer's instructions.</p> <p>Liaise with Employer's representative concerning coverage, operation etc.</p>
Broadband Facilities	Check operation and off-site viewing facilities.
Hardware, e.g. laptop and software	Update hardware software, as required to remain in support.

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

5.5 POWERED GATES AND BARRIERS

Service Requirements – based on 2 visits per annum

Equipment/Frequency of Maintenance	Activity
Total installation (6 monthly)	<p>Review risk assessment and ensure that it is up to date and reflects the current conditions.</p> <p>Check with site based representative concerning any operational problems.</p> <p>Note any defects on worksheet.</p>
Operating Mechanisms (6 monthly)	<p>Check operation of system which is in accordance with instructions including completion of all required servicing activities. Check safety devices.</p> <p>Check and record correct operation of all safety devices.</p> <p>Complete records of servicing worksheet.</p>
Control Equipment (6 monthly)	<p>Check that unit is located in safe environment and in good order.</p> <p>Check fuses, MCB's etc.</p> <p>Check all safety or overload devices relating to controls.</p> <p>Complete findings on site worksheet.</p>
User Controls (6 monthly)	<p>Check operation in accordance with manufacturer's instruction.</p> <p>Check operation of fobs, loops, push buttons etc to ensure that all are fully operational.</p> <p>Complete details on worksheet.</p>

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

5.6 AUTOMATIC DOORS

Service Requirements – based on 2 visits per annum

Equipment/Frequency of Maintenance	Activity
Total installation (6 monthly)	<p>Review risk assessment and ensure that it is up to date and reflects the current conditions.</p> <p>Check with site based representative concerning any operational problems.</p> <p>Note any defects on worksheet.</p>
Operating Mechanisms (6 monthly)	<p>Check operation of system which is in accordance with instructions including completion of all required servicing activities. Check safety devices.</p> <p>Check and record correct operation of all safety devices.</p> <p>Complete records of servicing worksheet.</p>
Control Equipment (6 monthly)	<p>Check that unit is located in safe environment and in good order.</p> <p>Check fuses, MCB's etc.</p> <p>Check all safety or overload devices relating to controls.</p> <p>Complete findings on site worksheet.</p>
User Controls (6 monthly)	<p>Check operation in accordance with manufacturer's instruction.</p> <p>Check operation of fobs, loops, push buttons etc to ensure that all are fully operational.</p> <p>Complete details on worksheet.</p>

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

APPENDIX A: SAMPLE REPORT – PLANNED MAINTENANCE

Report on Planned & Preventative Maintenance

Warden Call, Door Entry, CCTV, etc.

Report for:

Property	Asset	Frequency	Q1	Q2	Q3	Q4
	Warden Call / Door entry					
A	Yes	Annual				
B	Yes	Annual				
C	Yes	Annual				

Performance Report (Example for Q1)

Door Entry:

Number of Properties with Annual Service: 100

Number of Service Visits Completed in Q1: 100

Percentage Service Visits Completed: 100%

Percentage Service Visits Completed within Target: 100%

Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates



APPENDIX B: ANNUAL REPORTING FOR WARDEN CALL, DOOR ENTRY, CCTV, ETC. EQUIPMENT RESPONSIVE REPAIRS

	Volume of Calls	First-Time Fix		Completion in Target	
		Number	%	Number	%
April					
May					
June					
July					
August					
September					
October					
November					
December					
January					
February					
March					



Appendix A1 - TMC – Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

REPORT ON RESPONSIVE MAINTENANCE – WARDEN CALL, DOOR ENTRY, CCTV, ETC. - TREND REPORT FOR: DOOR ENTRY

PROPERTY	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March
A												
B												
C												
D												
Insert number of <u>responsive calls</u> per calendar month												
Exception reporting (related to where (a) works not completed in target and (b) works not first time fix from main report)												

Property	Call Date	Target Completion	Completion Date	First time Fix	Comments

APPENDIX C: MTC 2016: MEASURED TERM CONTRACT 2016 - CONTRACT PARTICULARS

REFERENCE

RECITAL 1ST (Page 2)	Contract areas as detailed in 1.1 and 4 of the Invitation to Tender Document.
ARTICLE 3 (Page 3)	Gateway Housing Association’s appointed representative.
ARTICLE 4 (Page 3)	Principal Designer: Not Applicable
ARTICLE 5 (Page 4)	Principal Contractor: Not Applicable

**CONTRACT
PARTICULARS**

1.1 (Page 5)	See Section 5 of ITT Documents which identifies the properties / equipment which are likely to be instructed as of the Contract commencement date.
1.2 (Page 5)	Refer to Invitation to Tender Document.
2 (page 6)	Collaborative working: Supplemental Provision 1 applies Health and Safety: Supplemental Provision 2 applies. Cost savings and value improvements: Supplemental Provision 3 applies Sustainable development and environmental considerations: Supplemental Provision 4 applies. Performance indicators and monitoring: Supplemental Provision 5 applies. Notifications and negotiation of disputes: Supplemental Provision 6 applies. <u>Paragraph 6</u> Employer’s nominee: Mr A Mortimer Contractor’s nominee: to be confirmed.
3 (Page 6)	Contract period: 3 years with Employer option to extend for a further 2 years (1+1) Commencing on: 01 April 2019
4 (Page 6)	Does not apply.
5 (Page 7)	BIM Protocol: Not applicable.
6 (Page 7)	Minimum works value: £25.00 (Twenty-five Pounds) per instruction. Maximum works value: £5,000.00 (Five Thousand pounds) per instruction.
7 (Page 7)	To be confirmed

**Appendix A1 - TMC – Warden Call, Door Entry Systems,
Access Controls, CCTV, Automatic Doors and
Powered Gates**



8 (Page 8)	Orders – Priority Coding - Refer to Invitation to Tender Document
9 (Page 8)	Construction Industry Scheme - The Employer at the commencement of the Contract Period “is not a Contractor” for the purposes of the Act and Regulations.
10 (Page 8)	Payments - Refer to Invitation to Tender Document
11 (Page 8)	Responsibility for measurement and valuation - the Contractor shall measure and value all orders.
12.1 (Page 8)	Schedule of Rates: Refer to Invitation to Tender Document
12.2 (Page 8)	Schedule of Rates: Refer to Invitation to Tender Document
12.3 (Page 9)	Schedule of Rates: Rates – Fluctuations - Refer to Invitation to Tender Document
12.4 (Page 9)	Schedule of Rates: Basis and Dates for Revision - Refer to Invitation to Tender Document
13.1 (Page 9)	Daywork: Percentage additions - Refer to Invitation to Tender Document
13.2 (Page 9)	Daywork: Revision of Schedule of Hourly Charges - Refer to Invitation to Tender Document
14 (Page 10)	Overtime Working: Refer to Invitation to Tender Document.
15.1 (Page 10)	Level of insurance Employer’s and Public Liability - £10,000,000.00
15.2 (Page 10)	Insurance percentage to cover professional fees – 15%
	Annual renewal date of insurance – To be confirmed
15.3 (Page 10)	Insurance of existing structures: Does not apply, covered by Employer’s Insurance
15.4 (Page 10)	Insurance of work or supply comprised in orders:- By Contractor
15.5 (Page 10)	Annual Renewal date of policy (see 15.4 above): To be confirmed
15.6 (Page 10)	Terrorism Cover – Not required.
16 (Page 11)	Break Provisions: Clause 7.1: 13 weeks – Employer : 26 weeks - Contractor
17 (Page 11)	Insert: The Royal Institute of Chartered Surveyors

Asset Management Servicing Contracts Data Provision

As a mandatory requirement, the prospective (contractor/service provider) must be able to provide an electronic servicing file, to allow automatic update of service dates within the Gateway Housing Management System. This file must adhere to a consistent format with individual rows containing servicing data covering one or more items of an agreed servicing regime, and individual columns with contents separated by commas (i.e. CSV format). This file is to be deposited into a specified Gateway area (ftp site), on a daily basis.

Contents of the CSV file to include, but not necessarily limited to:

A unique reference no. for each servicing item

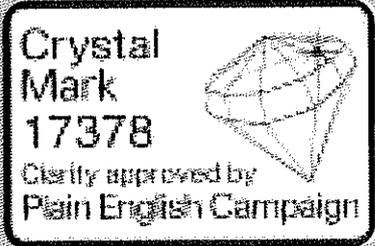
A unique reference no. for each property

Address Details

Last Service Date

Job Reference No.

Customer Care Standard



When you contact us, you can expect the following service.

If you phone us, we will:

- answer the phone within 10 rings;
- tell you who you are speaking to;
- be polite (and we also expect you to be polite to us);
- be available on the phones between 9am and 5pm, Monday to Friday;
- deal with your enquiry there and then, if we can;
- put you through to someone who can help, if the first person you speak to is not able to deal with your enquiry (if there is no-one available to help you, we will arrange for someone to call you back within one working day);
- check our voicemails each day, and phone you back within one working day if you have left a message; and
- arrange for a translator, if you ask us to.

If you write to us or send us an email, we will:

- let you know, within two working days, that we have received it;
- send you a full response within 10 working days (if we need to look into the matter further, we will send you a letter within eight working days explaining why and when you will receive a full response);
- write in plain English;
- arrange for a translation if you need one; and
- have the name and contact number of the person who is dealing with your enquiry printed clearly on the reply.

“Diverse communities – one vision”

When you visit the office, we will:

- provide suitable access for everyone;
- be open between 9am and 5pm, Monday to Friday (except public holidays);
- make sure our reception area is clean and tidy;
- be polite and helpful and treat you with respect (and we also expect you to be polite to us);
- make sure all our staff wear identification badges;
- arrange for a translator, if you ask us to;
- have a private room available for you to talk to us in;
- greet you when you arrive, or within five minutes if our customer service team is busy; and
- arrange for a member of staff to see you within 10 minutes if you do not have an appointment. If they can't answer your query, we will make an appointment for you to come back.

When we visit you in your home, we will:

- visit you at home within 10 working days if you have asked us to;
- always wear identification;
- call at a reasonable time of day (9am to 5pm, Monday to Friday), unless we have arranged a specific appointment with you;
- give you warning beforehand if we are not able to keep an appointment with you, and rearrange a convenient time as soon as possible;
- give you the opportunity to see a member of staff who is the same sex as you, if you ask;
- always confirm any agreements or arrangements we have made with you;
- be polite and respectful at all times; and
- be sensitive to the different lifestyles of all our residents.

It is important that you let us know if your contact details change.

You can ask for this leaflet in large print, on audio tape or in another language. Please contact us on 020 8709 4300.

আপনি এই লিফলেটটি বড় ছাপায়, অডিও টেপে বা অন্য যে কোন ভাষায় পেতে পারেন। দয়া করে আমাদের সাথে যোগাযোগ করুন ০২০ ৮৭০৯ ৪৩০০ নম্বরে। [Bengali]

Waxaad dalban kartaa warqaddan oo ku daabacan farta waawayn, iyadoo ku duuban cod ama ku tarjuman luqadaha beesha. fadlan nagala soo xidhiidh telefoonka ah 020 8709 4300. [Somali]

Możesz poprosić o tę ulotkę drukowaną dużą czcionką, w postaci zapisu audio lub w innym z języków społeczności. Skontaktuj się z nami pod numerem telefonu 020 8709 4300. [Polish]

Quý vị có thể xin tờ rơi (tờ thông tin) này bằng khổ chữ lớn, băng ghi âm hoặc tiếng nói khác trong cộng đồng. Xin vui lòng liên lạc với chúng tôi, điện thoại số 020 8709 4300. [Vietnamese]

你可要求這份單張的大字印刷本、錄音或其他社區語言的版本，請致電 020 8709 4300 與我們聯絡。 [Chinese]

آپ یہ کتابچہ بڑے حروف، آڈیو یا کسی دوسری کمیونٹی زبان میں طلب کر سکتے ہیں۔ براہ مہربانی ہم سے فون نمبر 020 8709 4300 پر رابطہ کریں۔ [Urdu]



Awarded for excellence



INVESTOR IN PEOPLE



North River Alliance

Gateway Housing Association

409-413 Mile End Road, London, E3 4PB

Residents: 020 8709 4300

General enquiries: 020 8909 4409

Fax: 020 8709 4400

Email: enquiries@gatewayhousing.org.uk

www.gatewayhousing.org.uk

This leaflet gives you information on the services we will provide to you.
The leaflet does not affect your rights as set out in your tenancy agreement.
Thank you to all the residents who helped to produce this leaflet.



Corporate member of
Plain English Campaign
Committed to clearer communication

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Version 2: Revised April 2009



Compensation Policy and Procedure

APPENDIX G

Document Control Sheet

Title: Compensation
Revision: 01
Status: Approved by EMT 14 December 2016
Author: Bob Watts, Quality Assurance Officer
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Effective From: December 2016
Related Policies & Procedures: Complaints.
Unacceptable Behaviour.
Home Loss and Disturbance Payments
Insurance

Contents

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	Forms	
	Compensation Claim Form	Intranet

Policy

1. Introduction

- 1.1 The purpose of the Compensation Policy and Procedure is to ensure that legitimate claims by tenants are dealt with speedily and equitably without dispute or litigation.
- 1.2 Claims may be made by a tenant, leaseholder or other person claiming against us who have suffered actual loss through the actions of Gateway or our contractors. We aim to resolve the situation quickly and seek redress from the contractor where relevant.
- 1.3 Compensation will be paid if a tenant, leaseholder or other person substantiates that they have suffered actual loss, serious inconvenience or disturbance as a result of our inactions/actions or our contractor's actions.

2. Compensation as a result of Service Failure

2.1 Aim of Compensation

The aim of compensation is to return the tenant, leaseholder or person to the position where they would have been if the "wrong" had not occurred or if the "contract" that had been agreed, had been performed.

2.2 Actual Loss

Compensation will equate to the actual loss suffered, the value of which will need to be verified to our reasonable satisfaction.
When goods are damaged, then it is the value of the goods, at the time of their loss or damage, rather than their replacement value, which will be applied.

2.3 Gateway may pay compensation in the following circumstances:

- Major loss of or disruption to services for which the tenant pays a service charge, e.g. heating and hot water, lift, cleaning and caretaking.
- Prolonged loss of the use of part of the accommodation subject to the tenancy, e.g. a top floor room affected by a roof leaking.
- Damage to a resident's possessions or internal decorations resulting from a service delivery failure.
- The cost of electricity used by our contractors alone.

2.4 Admission of Liability

We will not admit liability at the point of claim. We may admit liability

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after an investigation has taken place, except where the principle has been agreed in advance e.g. in the case of Home Loss.

2.5 Final Payments

Final payments of compensation will be “in full and final settlement” and possibly also “ex-gratia” (without admitting legal liability).

Generally, offers will not be made, as this implies a negotiation; payments will be determined and made.

If a claimant does not accept the payment, then this is their choice.

2.5.1 No payments will be made to residents who owe Gateway money.

If a resident owes Gateway money, compensation payments will be:

- credited to the rent account;
- used to clear the debt e.g. court costs or service charge debts.
- any remaining balance will be paid to the resident by cheque.

Procedure

1. Scope

The procedure applies to tenants, leaseholders and shared owners to which the general term “Resident” applies. There may be other people such as neighbours who are not our residents who may be affected by our actions and who may be eligible for compensation. The procedure does not cover Home Loss and Disturbance payments.

2. Claims

2.1 The Receptionist will log Compensation Claim Forms or letters claiming compensation onto the Correspondence file, acknowledge in writing and forward to the relevant Head of Service on the day of delivery.

2.2 The relevant Head of Service will oversee the management of a compensation claim including collating any relevant background documentation.

2.3 All claims must be in writing; staff may advise claimants, but may not assist by writing a claim or filling in a Compensation Claim Form.

2.4 Claims should preferably be made by completing the Compensation Claim Form or by letter or email.

2.5 Staff will not admit liability at the point of claim.

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- 2.6 **THIS IS FOR INTERNAL CONSUMPTION ONLY AND WILL BE EXCLUDED FROM WEBSITE.** All replies will be written by the relevant Head of Service. If compensation is to be paid:

Amount (charged to appropriate department)	Signatory & Authorisation for Compensation
Up to £50	Housing Services/Customer Services Advisor
Up to £250	Housing Services/Customer Service Manager, Quality Assurance Officer
Up to £500	Heads of Service
Up to £1000	Head of Corporate Services
£1000-5000	Director
£5000+	EMT

- 2.7 Written responses to Compensation Claims will be made within 10 working days. If this is a holding response then a time scale for a closing response should be included.

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2.8 Notification and Receipt of Claim

When a claim is made or there is notification of a potential claim, the Housing Services Advisor or Surveyor must visit as soon as possible and at the latest within five working days, with a camera. Claimants must be advised not to throw relevant items away or acquire replacements until a staff member has visited and inspected, as this may jeopardise the claim.

The officer must:

- take a written record of the apparent cause of the claim;
- record in writing the damage;
- take an inventory of damaged items;
- take photographs of damage to the accommodation and damaged items;

2.9 Evidence

Photographic evidence provided by the claimant will be considered. Receipts should be provided and used to support the claim.

2.10 Theft

Alleged theft of possessions by Gateway appointed contractors must be reported to a relevant manager immediately.

2.11 Gateway Insurance

Staff should consider whether a claim could be covered by our liability insurance. If there is any doubt, the matter should be discussed with their manager and the Head of Finance.

All claims against our insurance must be registered by us within 30 days of the event claimed for, via the lead member of staff dealing with Insurance.

3. Calculating Set Compensation Payments

3.1 Introduction

Set compensation payments will be made where the level of service falls below published standards.

Compensation is offered in recognition of the loss and inconvenience caused to a resident and will be paid in the following circumstances. Consideration has been taken both from benchmarking with the social housing sector and from the Local Government Ombudsman's guidelines on compensation with specific referral to their guidance published in February 2005 *Remedies; Guidance on good practice 6* which is the most recent publication of its kind. The Housing Ombudsman Service had never published anything similar nor since merger with the Local Government Ombudsman in 2015.

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Item	Compensation Category	Circumstances	Amount
1	Full or Partial Loss of Use of Rooms Because of Disrepair	Rooms no longer fit for use due to disrepair resultant from Gateway/ contractor failure. Loss of communal areas access e.g. stairs, landings, play areas, communal gardens not counted. Resident behaviour may lead to uninhabitable rooms and unacceptable living conditions. In such situations compensation will not apply and tenant recharges may be applicable.	Reduction in rent calculated based on number of habitable rooms divided by weekly rent: <u>Uninhabitable Rooms</u> Total Rooms in Dwelling (excl. bathroom & kitchen) x Weekly Rent
2	Service Charges (SC) – Failure to Deliver	Service not provided >14 days & loss or inconvenience suffered.	Charge refunded to resident rent account within 20 working days of service resumption; rebate from day 1. Lessees get annual adjustment to SC a/c.
3	Lift & Entry Phone	Additional to SC delivery failure where lift or entry phone remains faulty & inoperable.	£10 per week / part week.
4	Heating & Hot Water	Where one / both lost alternative heating provided.	1 Oct – 31 Mar: £3 per day. 1 Apr – 30 Sept: £2 per day.
5	Loss of Kitchen or Bathroom	Where tenant remains in occupation but kitchen / bathroom	£10 per day each authorised occupant until

APPENDIX G

		unavailable due to service / repair failure.	useable.
6	Failure to meet Repair Priority Level	Incomplete Emergency repairs >24 hours, Urgent repairs >5 working days. N/A to Routine repairs.	Flat rate of £10 and £2 each day with ceiling of £50.
7	Broken Appointment	Payable automatically by contractor / Gateway >1 hour late.	£10 per each missed appointment
8	Service Failure	Recognising the inconvenience of the consequential loss	£25 if reasonable and evidenced.

4. Damage to Residents Possessions

- 4.1 Residents are expected to have their own contents insurance and to claim against this in the first instance. If a person does not have cover and there is damage to their possessions an assessment of landlord or agent fault to be undertaken. If there is landlord responsibility the aim is to return the resident to the position they were in before the damage or loss took place. Items are valued at current market value, not as new.
- 4.2 There is a general duty in law for claimants to “mitigate their loss”, i.e. take action to ensure that any loss is minimised, e.g. by moving possessions away from a leak.
- 4.3 The tenant must make a claim in writing, preferably using the Compensation Claim form.
- 4.4 In the case of damage to carpets and decorations it is always necessary to consider if cleaning would suffice, in which case the compensation is for the cost of cleaning (unless we organise and pay for it).

5. Refunds

Any refund of rent will take the form of a payment by cheque and should not be combined with any additional compensation payment.

6. Payment Method

All payments will be made by cheque within **10 working days** of the award being made. No payments will be made to residents who owe Gateway money as per para 2.5.1 in Policy.
Compensation payments will be charged to Account Code D7055/E7055 (Tenant Compensation).

APPENDIX G

7. **Appeals**

This procedure should be read in conjunction with the Complaints Policy and Procedure.

If a resident is dissatisfied with the compensation awarded and the relevant Line Manager is satisfied the amount awarded is appropriate, then the claimant can utilise the Complaints system to appeal the award.

8. **Monitoring and Reporting**

In order to assess the effectiveness of the policy, the:

- Heads of Service to maintain statistical data to establish the nature and outcomes of compensation claims.
- Reports will be submitted to EMT on a periodic basis by Directors/Heads of Service.

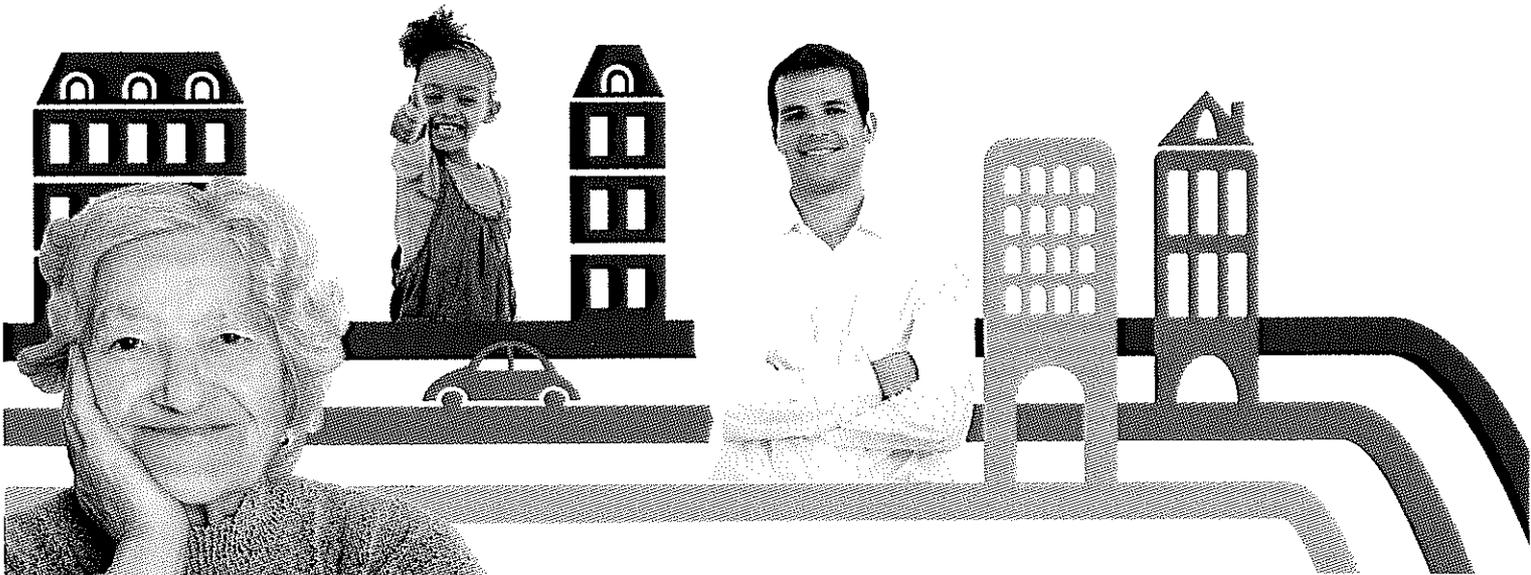
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Supporting local communities to thrive

RESPONSIVE REPAIRS POLICY and PROCEDURE

April 2016

Allan Ramsay, Homeworks Operations Manager



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1 Policy Scope

- 1.1 This policy covers the responsive repairs service provided by Gateway Housing Association to tenants and leaseholders. It applies to works to individual properties and communal areas. This policy supports the overarching Asset Management Strategy.
- 1.2 Providing an effective responsive repairs service is a fundamental responsibility of a landlord or freeholder. Residents consistently cite the repairs and maintenance service as one of their key priorities.
- 1.3 Two critical aspects of the service are value for money and customer focus. As such, this policy is intended to help ensure that available resources are used as effectively and efficiently as possible in maintaining homes to the highest possible standard, and that our customers' needs are central to the delivery of the service. It will also assist in ensuring that the responsive repairs service continues to improve by providing a basis for consistent decision making and resource allocation.
- 1.4 The policy sets out the service standards that residents can expect from Gateway Housing Association and also the responsibilities that residents have in relation to taking care of their home.
- 1.5 Relevant legislation informing this policy:
 - The Landlord and Tenant Act 1985 (Section 11)
 - The Commonhold and Leasehold Reform Act 2002 (Section 20)
 - The Defective Premises Act 1972
 - The Environmental Protection Act 1990
 - Gas Safety (Installation and Use) Regulations 1998
 - The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994

2 Objectives and Principles

- 2.1 The overall aim of the responsive repairs policy is to contribute to the efficient and effective management of responsive repairs to the association's housing stock. The specific objectives of the policy are:
 - to provide a fair, efficient, prompt and cost effective responsive repairs service which is clearly understood by all stakeholders including staff, residents, contractors and board members
 - to promote understanding of Gateway's legal responsibilities in relation to responsive repairs
 - to achieve high standards of customer care
 - to ensure that the repairs service is provided consistently to all residents

- to manage performance within the responsive repairs service and seek continuous improvement
- to provide a service which reflects the commitment to equality for all tenants and which takes into account the particular needs of vulnerable groups

The principles behind the policy are:

- that tenants and stakeholders are involved in, and consulted on the development of the service and its operational procedures
- that through supervision, monitoring, and feedback from the tenants and leaseholders (compliments and complaints) the service is continually improved
- that communication with tenants and leaseholders is available in a range of formats, is clear, appropriate and easily understood
- that the repairs service is supported by appropriate training for staff
- that tenants and leaseholders also play their part in ensuring they carry out repairs and decorations which they are responsible for, report any repairs to Gateway promptly when they are identified, and give access to staff/operatives, contractors and sub-contractors to ensure works are undertaken

2.2 Consultation

- Residents panel which includes tenants, leaseholders and shelter residents were consulted on this policy and their views taken on board
- Internal stakeholders were also consulted including residents services managers and their views taken on board
- Both senior leadership group and executive management team have reviewed and commented on this document.

3 The Extent of the Service

- 3.1 A key purpose of the responsive repairs policy is to set out in detail those works which are provided by Gateway as part of the repairs and maintenance service. Both the association and its tenants and leaseholders have responsibilities for maintenance of the housing stock. The obligations of all concerned are set out in the tenancy agreement (or, for leaseholders, the lease agreement). The association also provides supplementary guidance and explanation in handbooks etc.
- 3.2 There are a number of circumstances under which repairs may be restricted to only the most urgent or emergency repairs. These circumstances may include:
- where the repair is due to be completed as part of a program of planned maintenance
 - where the repair has arisen due to damage caused by the tenant or a visitor to/member of the tenants household, unless the customer wishes to pay for the association to carry out the repair work

- where there is a history of abuse, threats or violence toward Gateway staff/operatives, contractors, or sub-contractors

4 Reporting Repairs

4.1 Gateway provides a number of different ways to report a repair in order to make reporting repairs as easy as possible. The ways in which repairs can be requested are as follows:

- By telephone – Free phone 0800 052 9922 and press option 5 to speak with a Customer Service Advisor.
- Online - there is a quick and easy way to report non-urgent responsive repairs online at [www. http://gatewayhousing.org.uk](http://gatewayhousing.org.uk) and register with “My Gateway”.
- In writing to Gateway Housing Association, 409-413 Mile End Road, London E3 4PB
- In person at the office (address as above) 09.00 to 17:00 Monday - Friday.

We also have an out of hours repairs services for emergencies only. This is accessed by calling 0800 052 9922 between 17:00 and 08:00 during the week, all throughout the weekend and bank holidays and the call will be directed to our out of hours team.

5 Categories of repair -target timescales

5.1 Gateway aims to carry out repairs as soon as possible and complete them within our target times as set out below:

5.2 Emergency repairs – Respond within four hours and complete within 24hours

(Care Homes – Respond with two hours and complete within 24 hours)

- Where premises are unsafe following vandalism, racial attack or domestic violence.
- Where the door entry system is faulty and residents or visitors cannot enter or leave the block (we will do a temporary repair so people can get in and out of the building)
- Blocked drains forcing water back up into the wash basin, bath, sink or toilet.
- No cold water supply.
- No heating or hot water between 30 September and 31 March.
- Toilet not flushing if it is the only toilet in the property.
- No electricity.
- Unsafe power supply, lighting sockets or electrical fittings.
- No lighting on shared staircases
- Storm, accident or flood damage to the building.
- Faulty lift (if it is the only lift that goes to every floor)
- Replacing broken glass where there is a security or injury risk
- Removing obscene and racist graffiti from shared areas.

5.3 Urgent Repairs – Respond and complete within seven days

(Care Homes – Respond and complete within three days)

- No electricity to part of your home.
- No water supply to part of your home.
- No heating or hot water between 1 April and 30 September
- Door entry system not working (full repair)
- Tap you cannot turn off
- Banister or handrail that is loose or has come away from its fittings.
- Rotten timber flooring or stairs
- All non-emergency repairs
- Leaking roof, gutters or downpipes, if they are causing dampness in the property.
- Replacing windows (where they are our responsibility)
- Outside doors and windows that are not safe (where this is not an emergency)
- Loose or broken floorboards (where they are dangerous)
- Falling plaster (where it is likely to be dangerous)

5.4 Routine repairs – Respond and complete within thirty days

- Renewing or replacing storage tanks
- Renewing any immersion heater or sanitaryware (toilet bowls, cisterns and so on) which does not work or is unhygienic and not covered by other priorities
- Repairing or renewing waste-water pipes, faulty ball valves or faulty taps.
- Repairs to faulty central heating appliances not covered by other priorities.
- Replacing outside windows and doors.
- Repairing blocked gutters and rainwater pipes.
- Minor repairs to steps and staircases.
- Removing graffiti which is not offensive.
- All repairs other than those listed above which affect the tenants personal comfort or safety, and which are not the tenants responsibility.

5.5 For vulnerable tenants, for example, people who are frail or disabled or live in sheltered accommodation, we may escalate the response times and treat routine repairs as urgent and urgent repairs as emergencies.

6 Out of hours emergency repairs service

- 6.1 We also have an out of hours repairs services for emergencies only. This is accessed by calling Freephone 0800 052 9922 between 17:00 and 08:00 during the week, all throughout the weekend and bank holidays and the call will be directed to our out of hours team.
- 6.2 Only those repairs that are categorised as emergency repairs and that become apparent to the resident outside of office hours are carried out outside normal working hours.
- 6.3 The tenant handbook provides details of how to contact the out of hours service and type of repairs will be carried out. In most cases, the work will be limited to making the problem safe and returning to deal with it during normal working hours.

7 Appointments

- 7.1 Gateway will offer residents an appointment for all works apart from emergency repairs. Appointments are provided during the following times as follows:
- 08:00 to 17.00 hours Monday to Friday (excluding bank holidays)
 - 09:00 to 13:00 on Saturdays (smaller routine repairs only, excluding bank holiday weekends)

In the event of multiple visits being required, we will offer an appointment for the first visit and our contractor will discuss future access arrangements directly with the tenant at that first appointment.. A morning, afternoon or avoid "school run" appointment can be booked for a particular date.

- 7.3 Missed appointments cost Gateway in terms of time and money and this cost is ultimately borne by all tenants. If the tenant misses a pre-agreed appointment, the job will be cancelled and a card left at the property by the contractor informing the customer of that fact and that the repair will need to be reported again to Gateway. In such situations, tenants may be charged for any additional costs incurred. Equally, if a contractor or sub-contractor, operative or supervisor/surveyor fails to attend when an appointment has been made with the resident, a fixed compensation payment will be made and the cost recharged to the contractor or sub-contractor where appropriate. See Compensation Policy and Procedure for details of the amount payable <http://theloop/Interact/Pages/Content/Document.aspx?id=1195&search=compensation>
- 7.4 If the appointment is to deal with an emergency e.g. a serious water leak causing damage to the fabric of the property or it is a health and safety risk, it may be necessary to force access to the property.

8 Assigning/changing the priority of works orders

- 8.1 Although Gateway operates the repair response times set out above, and will always respond to genuine emergencies as quickly as possible, it recognises that there will be certain circumstances where a more immediate response is required to repairs which are normally not emergencies.
- 8.2 Where residents report repairs by phone, assessing such need is not always straightforward. Even face-to-face situations can present challenges. The policy of Gateway Housing Association is based on putting the health and safety of residents first, and on applying a 'fail safe' approach. As such, the priority of normal non-emergency repairs will be upgraded by the person receiving the request, where they feel that that it is necessary in order to avoid a significant detrimental impact.
- 8.3 The information provided by the customer will be accepted at face value, but in the event that that information is subsequently found to be false, then the customer may be re-charged with the additional cost associated with upgrading the order.

9 Rechargeable Repairs

- 9.1 See Tenants Recharge Policy
<http://theloop/Interact/Pages/Content/Document.aspx?id=1637>

10 Tenants Own Improvements

- 10.1 See Tenants Improvement Policy.
<http://theloop/Interact/Pages/Content/Document.aspx?id=1637>

11 Repairs to communal areas

- 11.1 As well as responsibility for repairs to individual properties, Gateway is responsible for some repairs to communal areas both inside blocks of flats and outside on estates, as well as association owned garages and parking bays.

12 Leaseholders

- 12.1 Under the terms of the lease, leaseholders are responsible for some repairs to their home; mainly internal ones. Gateway is also responsible for some repairs to leasehold homes; generally external and shared areas. Gateway retains responsibility for maintaining the structure and exterior of leasehold blocks/properties and all shared areas in and around them.

- 12.2 Leaseholders contribute towards the cost of Gateway repairing and maintaining the building through their annual leasehold service charge bill. The percentage that each individual leaseholder contributes towards repairing and maintaining the building is set out in the lease. The lease explains which repairs Gateway carries out and which areas of repairs the leaseholder is responsible for in greater detail.
- 12.3 The leaseholder handbook provides a summary of those repairing responsibilities but is not a substitute for the lease. Gateway must normally consult leaseholders about work that it may be proposing, but only when the likely contribution to an individual leaseholder is going to be more than £250. The rules on leaseholder consultations are contained in section 20 of the Landlord and Tenant Act 1985, and section 151 of the Commonhold and Leasehold Reform Act 2002.

13 Gaining Access

- 13.1 Tenants and leaseholders are required, under the terms of their respective agreements, to allow Gateway staff and contractors access to their home to inspect, repair or do other work which is required to their property or to adjoining properties. In extreme cases legal means such as a warrant or injunction may be used in order to gain access. The cost of this action may be passed on to the tenant or leaseholder.
- 13.2 Where there is an emergency and the tenant, leaseholder or a member of the household cannot be contacted, Gateway Housing Association retains the right to force entry as set out under the terms of tenancy and lease agreements.
- 13.3 In order to support access for repairs, tenants are responsible for cleaning surfaces, moving furniture and lifting carpets (or laminated flooring) to allow repairs to be carried out. Where this is not done and staff or contractors have to lift carpets or move furniture, Gateway is not responsible for any damages to these items.

14 Decanting Residents

- 14.1 Decanting is the process of providing alternative accommodation for a tenant or leaseholder so that repair or refurbishment of their home can take place.
- 14.2 Because of the costs involved and the disruption to the resident, decanting is only used as a last resort, where the nature of the work means the health and safety of the customer could be at significant risk if they do not leave their home when works are taking place.
- 14.3 Decanting is usually a planned process but there may be some occasions where decants cannot be planned for, such as where the tenant or leaseholder cannot remain in their home because the property has become uninhabitable through fire or flood. Gateway recognises that moving people from their home can be a stressful experience. Where a decant is required, a Decant Policy is in place to

ensure disruption is minimised and extra help and support is provided to the resident where required.

15 Pre and post inspections

15.1 Pre-inspection visits will only be carried out where the following may apply:

- the customer is unable to fully explain the problem
- the responsibility for the repair may lie with the customer
- surveying schedules/specifications etc are required prior to works being ordered
- an investigation is needed to identify the underlying cause of the problem;
- a previous repair or repairs has not solved the problem;
- works to a block/communal area where leaseholders may be charged

15.2 Where necessary an appointment will be arranged through the customer services team when the repair is initially requested. Depending on the nature of the defect, Homeworks supervisor or asset management surveyor will be assigned the inspection to carry out.

15.3 Gateway has a duty to ensure its resources are used appropriately and that repairs are carried out to a satisfactory standard using the specified standard of materials. A post inspection is a quality control check which is carried out on a percentage (usually in the order of 5-10%) of all repairs carried out. These checks may be undertaken by Homeworks supervisors and /or customer services team telephone surveys. Contractors' and sub-contractors can choose to carry out their own post inspections. Audits of contractor and sub-contractors quality inspections will be undertaken periodically during regular monitoring meetings.

16 Claims for compensation

16.1 See Compensation Policy and Procedure

<http://theloop/Interact/Pages/Content/Document.aspx?id=1195&search=compensation>

17 Performance monitoring and management

17.1 The underlying principle that will be applied to achieving effective quality assurance and performance management is to achieve effective control with minimum on-cost. Quality assurance is about producing a product of the required standard. Performance management is all about achieving that outcome consistently for all transactions.

17.2 As such, the starting point for the establishment of effective arrangements for Gateway's repairs service are the procedures and processes that are used to ensure that contractors and suppliers deliver work 'right first time every time'.

17.3 Gateway operates a robust set of key performance indicators designed to verify the integrity of processes as well as the standard of the finished product. In addition the following areas are also monitored in order to ensure that the responsive repairs service offers a flexible, customer oriented service which delivers value for money:

- the performance of the Homeworks operation in achieving targets
- the performance of the contractors and sub-contractors in achieving targets
- expenditure on the responsive repairs budget
- performance against target timescales and customer service standards
- feedback from residents on the repairs service

17.4 The performance management framework enables Gateway to ensure that the service is being delivered effectively and to respond to those areas where performance needs to be improved. The information is shared with staff to ensure that everyone is focused on delivering the best service to residents.

17.5 Monitoring information is made available to:

- tenant representatives at via the scrutiny panel and other groups board members
- committees
- all tenants on an annual basis as part of the annual reporting arrangements
- staff through regular performance updates
- All regulatory bodies as and when required

18 Compliments, complaints and comments

18.1 Gateway Housing Association is committed to ensuring that all services are tailored to meet the needs of everyone, taking into account of age, gender, ethnicity, lifestyle or disability. All complaints are taken seriously and will be recorded and investigated according to our complaints procedure.

18.2 Further information on compliments, comments and complaints procedures can be found using the details below.

Gateway Housing Association
Tel: 0800 052 9922
Website: <http://gatewayhousing.org.uk>
Email: enquiries@gatewayhousing.org.uk

18.3 We are continually looking to improve the services we offer our residents and as such actively encourage comments on the service provided.

19 Data Protection

- 19.1 At all times Gateway staff will adhere to our data protection policies and procedures.
<http://theloop/Interact/Pages/Content/Document.aspx?id=1367&search=data>

20 Equality and Diversity

- 20.1 This policy supports Gateway's equality strategy. All staff, contractors and sub-contractors will at all times comply with Gateway's Equal Opportunities and Diversity policy.
<http://theloop/Interact/Pages/Content/Document.aspx?id=1179>

21 Review

- 21.1 This policy will be reviewed every three years and an equality impact assessment carried out after each review unless there are any legislative changes requiring an earlier review.
- 21.2 Reviews will be conducted with the involvement of relevant staff, our tenants and residents, stakeholders and partners.

SECTION 3

APPENDIX A2 – COST DOCUMENT COMPLETED BY SEA

Appendix A2

Invitation to Tender Document (Part 2 of 2)

Cost Document for

Term Maintenance Contract

Warden Call, Door Entry Systems, Access Controls, CCTV, Automatic Doors and Powered Gates

Sheltered Housing Properties

For and on behalf of

Gateway Housing Association
409 – 413 Mile End Road
London
E3 4PB

L060274S/0028 November 2018
Issue 4:Re-Tender

Tendering Contractor: Secure Electronic Applications Limited

King's Head House, King's Head Yard, Borough High Street, London, SE1 1NA
020 7940 3200 london@calfordseaden.co.uk

calfordseaden.co.uk

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**Appendix A2 – TMC – Warden Call,
Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates**



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**Appendix A2 – TMC – Warden Call
Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates**



1 COST DOCUMENT

1.1 BASIS OF COSTS

1.1.1 For the fixed element of the Contract, a fixed price per property/block shall be provided.

1.1.2 The elements and basis of Fixed Costs shall be as follows:-

Warden Call, Door Entry, Access Controls, Assets	Fixed Cost for PPM, Assets and Repairs
CCTV	Fixed Cost for PPM and Assets
Automatic Doors	Fixed Cost for PPM and Assets
Powered Gates	Fixed Cost for PPM and Assets

When the asset details have been validated, these rates will apply based to the equipment installed.

1.1.3 The tender assessment will be based on the Price Model appended to the Form of Tender. The Price Model will be based on approximate quantities and the Rates in Sections 1 to 7 of this document.

1.1.4 All costs/rates shall be fixed for 12 months from the Contract start date.

**Appendix A2 – TMC – Warden Call
Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates**

2 FIXED COST RATES

2.1 PLANNED AND PREVENTATIVE MAINTENANCE AND ASSETS

			Percentage Variation	Tender Rate
2.1.1	CCTV system – [up to 6 cameras]	£125.00 + VAT <u>per annum</u>	± %	£ 85.50
2.1.2	CCTV system – [7-12 cameras]	£165.00 + VAT <u>per annum</u>	± %	£ 128.70
2.1.3	CCTV system – [13-20 cameras]	£240.00 + VAT <u>per annum</u>	± %	£ 187.20
2.1.4	Powered Gates and barriers	£200.00 + VAT <u>per annum</u>	± %	£ 168.00
2.1.5	Additional cost per annum: CCTV, additional cameras: (refer to 2.6)		£ 14.40 + VAT <u>per camera per annum</u>	
2.1.6	Automatic Doors	£180.00 + VAT <u>per annum</u>	± %	£ 148.00

2.2 PLANNED AND PREVENTATIVE MAINTENANCE, ASSETS, REPAIRS FOR WARDEN CALL, DOOR ENTRY AND ACCESS CONTROLS

		Tender Rate
2.2.1	Schemes – up to 20 Flats	£ 938.70
2.2.2	Schemes - 21 to 30 Flats	£ 1404.08
2.2.3	Schemes – 31 to 40 Flats	£1869.45
2.2.4	Schemes – 41 Plus	£2334.83

**Appendix A2 – TMC – Warden Call
Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates**

2.3 COST PER PROPERTY (AS 2.1. AND 2.2)

Property Address	Warden Call, Door Entry, Access Controls (as 2.2)		CCTV (as 2.1)		Total (Per Annum)
	Ref	Cost	Ref	Cost	Cost
Bustaan Rada, Pollard Row, E2 6NA	2.2.1	£ 938.70	-	£0.00	£ 938.70
Edith Ramsey House, Duckett Street, E1 4TD	2.2.3	£ 1869.45	2.1.2	£ 128.70	£ 1998.15
Hugh Platt House, Patriot Square, E2 9NS	2.2.1	£ 938.70	2.1.1	£ 85.50	£ 1024.20
John Tucker House, Mellish Street, E14 8NS	2.2.3	£ 1869.45	2.1.2	£ 128.70	£ 1998.15
Lawrence Close, E3 2BQ	2.2.3	£ 1869.45	2.1.1	£ 85.50	£ 1954.95
Mandela House, Virginia Road, E2 7NN	2.2.2	£ 1404.08	2.1.1	£ 85.50	£ 1489.58
Mosque Tower, Fieldgate Street, E1 1JU	2.2.3	£ 1869.45	-	£0.00	£ 1869.45
Regency Court, Norman Grove, E3 5EG	2.2.2	£ 1404.08	2.1.2	£ 128.70	£ 1532.78
Rochester Court, Wilmot Street, E2 0BP	2.2.3	£ 1869.45	2.1.1	£ 85.50	£ 1954.95
Ruth Court, Medway Road, E3 5DS	2.2.2	£ 1404.08	2.1.2	£ 128.70	£ 1532.78
Ted Roberts Court, Parmiter Street, E2 9NH	2.2.2	£ 1404.08	-	£0.00	£ 1404.08
William Cubitt Lodge, Armagh Road, E3 2HT	2.2.2	£ 1404.08	-	£0.00	£ 1404.08
TOTAL:					£ 19101.85
					Carry to Form of Tender Price Model

**Appendix A2 – TMC – Warden Call
Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates**

3 SCHEDULE OF RATES: RESPONSIVE MAINTENANCE

		All Figures are Exclusive of VAT
3.1.	<p>Fixed Rate Cost</p> <p>The rates to be completed in 3 are to include:</p> <ul style="list-style-type: none"> • Travel time to and from the property. • Petrol and other travel costs. • One hour at the property to complete repair. • Consumable parts up to a value of £10.00 + VAT per visit. 	
3.2.	Fixed call out cost, normal hours – for warden call / door entry / access controls system.	£ 70.00
3.3.	Fixed call out cost, Monday-Friday (6pm-12 midnight) – for warden call / door entry / access controls system.	£ 88.00
3.4.	Fixed call out cost, Saturdays, Sundays and Bank Holidays – for warden call / door entry systems.	£ 140.00
3.5.	Fixed call out cost, normal hours – for CCTV systems.	£ 70.00
3.6.	Fixed call out cost, Monday-Friday (6pm-12 midnight) – for CCTV systems.	£ 88.00
3.7.	Fixed call out cost, Saturdays, Sundays and Bank Holidays – for CCTV systems	£ 140.00
3.8.	Fixed call out cost, normal hours – Powered gates, etc.	£ 70.00
3.9.	Fixed call out cost, Monday – Friday (6pm – 12 midnight) – Powered Gates, etc.	£ 88.00
3.10.	Fixed call out costs, Saturdays, Sundays and Bank Holidays – Powered Gates, etc.	£ 140.00
3.11.	Fixed call out cost, normal hours – Automatic Doors.	£ 70.00
3.12.	Fixed call out cost, Monday – Friday (6pm – 12 midnight) – Automatic Doors.	£ 88.00
3.13.	Fixed call out costs, Saturdays, Sundays and Bank Holidays – Automatic Doors.	£ 140.00

**Appendix A2 – TMC – Warden Call
Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates**

4 SCHEDULE OF RATES: LABOUR

		£ / Hour
	<u>Labour Rates (Normal Hours – Monday – Friday, 8am-6pm)</u>	
4.1.	Maintenance Engineer – Warden Call / Door Entry / Access Controls	£ 60.00
4.2.	Maintenance Engineer – CCTV	£ 60.00
4.3.	Maintenance Engineer – Powered Gates	£60.00
4.4.	Maintenance Engineer – Automatic Doors	£ 60.00
	<u>Labour Rates (6pm-8am, Monday to Friday)</u>	
4.5.	Maintenance Engineer – Warden Call / Door Entry / Access Controls	£ 78.00
4.6.	Maintenance Engineer – CCTV	£ 78.00
4.7.	Maintenance Engineer – Powered Gates	£ 78.00
4.8.	Maintenance Engineer – Automatic Doors	£ 78.00
	<u>Labour Rates (8am-12 midnight, Saturdays)</u>	
4.9.	Maintenance Engineer – Warden Call / Door Entry / Access Controls	£ 130.00
4.10.	Maintenance Engineer – CCTV	£130.00
4.11.	Maintenance Engineer – Powered Gates	£130.00
4.12.	Maintenance Engineer – Automatic Doors	£ 130.00
	<u>Labour Rates (8am-Midnight, Sundays and Bank Holidays)</u>	
4.13.	Maintenance Engineer – Warden Call / Door Entry / Access Controls	£ 130.00
4.14.	Maintenance Engineer – CCTV	£ 130.00
4.15.	Maintenance Engineer – Powered Gates	£ 130.00
4.16.	Maintenance Engineer – Automatic Doors	£ 130.00

**Appendix A2 – TMC – Warden Call
Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates**

5 SCHEDULE OF RATES: ON-COSTS

5.

5.1.	On-Cost		
5.1.1	Materials	10	%
5.1.2	Hired Plant	10	%
5.1.3	Sub-Contractors	10	%

**Appendix A2 – TMC – Warden Call
Door Entry Systems, Access Controls, CCTV,
Automatic Doors and Powered Gates**

6 SCHEDULE OF RATES : EQUIPMENT REPAIRS

		All Figures are Exclusive of VAT
	<p>Notes: The tendered rates are to include:</p> <p>Travel time to and from site, including travel and parking costs, unless works value is less than £50.00 + VAT in which case the rates in 3 will apply, additionally.</p> <p>Labour and materials associated with works.</p> <p>Associated builderswork including making good.</p> <p>Testing and commissioning on completion.</p>	

6.1 Door Entry Systems

6.1.1	Replacement of magnetic lock, normal duty type	£ 862.25
6.1.2	Replacement of overhead door closer, normal duty	£115.00
6.1.3	Replace lock and door lever, complete normal duty type	£115.00
6.1.4	Replace electrical lock release complete	£138.00

6.2 CCTV Systems

6.2.1	Replace internal/external high resolution camera contained within vandal resistant dome housing	£ 184.00
6.2.2	Replace internal/external high resolution day/night camera within vandal resistant dome housing	£ 189.75
6.2.3	Replace internal/external high resolution day/night camera with infrared, within vandal resistant dome housing	£ 241.50
6.2.4	Replace high resolution colour camera	£ 120.75
6.2.5	Replace internal/external high resolution, day/night camera	£189.75
6.2.6	Replace internal/external high resolution, day/night camera within zoom lens (x 16)	£ 2944.00

**Appendix A2 – TMC – Warden Call
 Door Entry Systems, Access Controls, CCTV,
 Automatic Doors and Powered Gates**

6.2.7	Replace internal/external high resolution, day/night camera within zoom lens (x 26)	£ 4485.00
6.2.8	Replace internal/external, vandal resistant lockable wedge style camera housing	£ 402.50
6.2.9	Replace 4 camera digital recorder DVR with built in CDR, 250 GB hard drive	£ 230.00
6.2.10	Replace 9 camera digital recorder DVR with built in CDR, 500 GB hard drive	£ 345.00
6.2.11	Replace 15" TFT flat panel high resolution colour monitor	£ 210.45
6.2.12	Replace 17" TFT flat panel high resolution colour monitor	£ 221.95

**Appendix A2 – TMC – Warden Call
 Door Entry Systems, Access Controls, CCTV,
 Automatic Doors and Powered Gates**



7 SCHEDULE OF RATES: WARDEN CALL

7.1 FITTING OF TEMPORARY DISPERSED UNITS

This rate shall apply for the supply, fitting, commissioning and removal (following reinstatement of main system).

7.1.1	Cost per Dispersed Unit	£ 205.72
7.1.2	Cost per Dispersed Unit (Quantity 2-10)	£ 203.79
7.1.3	Cost per Dispersed Unit (Quantity 11-30)	£ 200.91

Cost per Dispersed Unit, complete (supply and fit)

7.2 SCHEDULE OF RATES

7.2.1	Supply and fit Pendant – Tunstall	£122.00
7.2.2	Supply and fit Pendant – Tynetech	£106.00
7.2.3	Replace damaged pull cord assembly (complete)	£ 65.51
7.2.4	Supply and fit GSM unit and high gain aerial (excluding SIM)	£461.69

SECTION 4

COMPLETED FORM OF TENDER AND PRICE MODEL DATED 16 NOVEMBER 2018

APPENDIX B - FORM OF TENDER

To: Gateway Housing Association
409-413 Mile End road
London
E3 4PB

Date: 16/11/2018

Sirs,

TERM MAINTENANCE CONTRACT – WARDEN CALL, DOOR ENTRY SYSTEMS, ACCESS CONTROLS, CCTV, AUTOMATIC DOORS AND POWERED GATES – SHELTERED HOUSING PROPERTIES

I/We the undersigned, hereby tender and offer to complete the works more particularly described and referred to in the Invitation to Tender Document for the above mentioned contract. Under the terms of the Contract, instructed works are to be completed by the contractor in accordance with the provisions contained in or reasonably to be inferred from the conditions, specification etc. The Form of Tender figure is, exclusive of Value Added Tax, £34,110.05..... (~~Thirty Four Thousand one Hundred and Ten Pounds & Five Pence~~..... in words),

The details of which are provided in the appended Price Model.

I/We further declare that I/we have read and understood the Invitation to Tender Documents, including any attachments and appendices.

I/We hereby undertake, in the event of your acceptance of this tender to execute the Contract Documentation within 30 days from receipt of the documentation for signing.

I/We undertake to complete works instructed by the Contract Administrator in accordance with the schedule of prices/rates contained within the Cost Document submitted as part of the tender.

I/We understand that you reserve to yourself the right to accept or refuse this tender whether it is lower, the same or higher than any other tender, or for any other reason.

I/We agree that this tender shall remain open for acceptance by you and will not be withdrawn by us for a period of 3 months from the closing date for submission of tenders.

I/We hereby agree that the following documents form part of this tender:

- Invitation to Tender Document, Part 1
- Completed Invitation to Tender Document, Part 2
- JCT MTC 2016

TERM MAINTENANCE CONTRACT – WARDEN CALL, DOOR ENTRY SYSTEMS, ACCESS CONTROLS, CCTV, AUTOMATIC DOORS AND POWERED GATES – SHELTERED HOUSING PROPERTIES

SCHEDULE OF PRICES

Total tender sum from Form of Tender Price Model

£34,110,05..... + VAT total for first 12 months term

All correspondence relative to this tender is to be addressed to the undersigned tenderer at the following address:

Secure Electronic Applications Limited

36 Pearson Way, Questor, Dartford, Kent DA1 1JN

The undersigned is empowered to sign this tender on our behalf.



For and on behalf of
[tenderer]

TERM MAINTENANCE CONTRACT – WARDEN CALL, DOOR ENTRY SYSTEMS, ACCESS CONTROLS, CCTV, AUTOMATIC DOORS AND POWERED GATES – SHELTERED HOUSING PROPERTIES

FORM OF TENDER - PRICE MODEL

DESCRIPTION	VOLUME	ITT REF (Part 2 of 2)	Tender Cost
Fixed Cost Elements			
Warden call, door entry, access controls (PPM, Assets and Repairs)	N/A	2.3	£ 18245.05
CCTV (PPM, Assets)			£856.80
Powered Gates (PPM, Assets) at Edith Ramsey House	1	2.1.4	£ 168.00
Automatic Doors (PPM Assets)	12	2.1.6	£ 1776.00
Responsive Repairs (Notional Quantities)			
Fixed Call-Out Costs			
Warden Call, Door Entry, Access Controls (where chargeable)	10	3.2	£ 700.00
CCTV	5	3.5	£ 350.00
Powered Gates	2	3.8	£ 140.00
	2	3.9	£ 176.00
Automatic Doors	4	3.11	£ 280.00
	4	3.13	£ 560.00
Repairs – Labour and Materials			
Warden Call, Door Entry, Access Controls (where changeable)	10	4.1	£ 600.00
CCTV	10	4.2	£ 600.00
Powered Gates	10	4.3	£ 600.00
Automatic Doors	10	4.4	£ 600.00
Materials (Base Cost + % on-costs)	£1,500	5.1.1	£ 1650.00
Sub-Contractors (Base Cost + % on-costs)	£1,500	5.1.3	£ 1650.00
Additional Equipment			
Supply and provide Tunstall pendant	5	7.2.1	£ 610.00
Supply and provide Tynetech pendant	5	7.2.2	£ 530.00
Cost of supply and fit dispersed units)	20	7.1.3	£ 4018.20
		TOTAL	£ 34,110.05
		To be carried over to Form of Tender	
		All Figures are exclusive of VAT	

SECTION 5

COMPLETED COLLUSIVE TENDERING CERTIFICATE DATED 12 NOVEMBER 2018

APPENDIX C

TERM MAINTENANCE CONTRACT FOR WARDEN CALL, DOOR ENTRY SYSTEMS, ACCESS CONTROLS, CCTV, AUTOMATIC DOORS AND POWERED GATES – SHELTERED HOUSING PROPERTIES

GATEWAY HOUSING ASSOCIATION

CERTIFICATE OF NON-COLLUSION

We certify that this is a bona fide Tender and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

- a) Communicating to a person other than the person calling for the Tender the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender.
- b) Entering in any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted.
- c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person or going or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work or any act or thing of the sort described above.

By this certificate, the word 'person' includes any person and anybody or association, corporate or unincorporate, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signed: 

On behalf of: Secure Electronic Applications Limited

Date: 12/11/2018

SECTION 6

SELECTION QUESTIONNAIRE COMPLETED BY SEA

Please complete all questions within this Appendix. Where prompted you should give brief details – attachments are not required at this stage. Should you be successful in your bid, you will may be required to provide supporting information and evidence to your responses. Please note that failure to supply information or unsatisfactory responses may lead to disqualification from this process. Giving false information to Gateway Housing Association may also result in automatic disqualification from future procurement opportunities.

SECTION A – COMPANY INFORMATION

1 Contact Information:

a.	Name of contact person responsible for completing this PQQ: Kevin Vickers
b.	Position in company of contact: Divisional Director
c.	Contact address: 36 Pearson Way, Questor, Dartford, Kent DA1 1JN
d.	Contact telephone number: 01322 619155
e.	Contact e-mail address: sales@sea-systems.co.uk

1 Company Details

a.	Company name: Secure Electronic Applications Limited
b.	Trading name (if applicable):
c.	Date company formed and incorporated: 20th May 1999
d.	Company type: (i.e. PLC, partnership, sole trader, etc.) Limited
e.	Company registered office 36 Pearson Way, Questor, Dartford, Kent DA1 1JN
f.	Address from where this contract would be managed: 36 Pearson Way, Questor, Dartford, Kent DA1 1JN
g.	Website address: www.sea-systems.co.uk
h.	Company registration number (where applicable): 3775017
i.	Previous company name(s) (if applicable): N/A

3 Conflict of interest

a.	Have any of the Directors or partners been employed by any part Gateway Housing Association (in the last 12 months? If yes, please provide details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
b.	Do any of the people named above have a partner or relative who has in the last 12 months been employed by any part of Gateway Housing Association? If yes, please provide details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
c.	Do any of the people named above have any involvement in any other company that provides goods or services to Gateway Housing Association? If yes, please provide details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4 Associated Companies Section (where applicable):

a.	Parent company name: N/A
b.	Parent company address: N/A
c.	Parent company web site address: N/A
d.	Relationship to parent company: N/A
e.	Names and address of any subsidiaries: N/A

5 Insurance, VAT & Accreditation information

a.	VAT Registration Number (or equivalent):	657 2564 13
b.	Your CIS Unique Taxpayers Reference (or equivalent) if applicable:	N/A
c.	Confirmation that you hold Public Liability Insurance and detail of cover value:	Sutton Specialist Risks Ltd £10 million
d.	Confirmation that you hold Employer’s Liability Insurance and detail of cover value:	Sutton Specialist Risks Ltd £10 million
e.	Details of any industry specific accreditations, or membership to any industry specific associations which you feel support your bid:	Safecontractor, CHAS, Constructionline TSA & AIDA

*Sections to be added as necessary depending on minimum requirements for opportunity i.e. Gas Safe Registrations

SECTION B – FINANCIAL INFORMATION

1 Turnover

Please give details of your annual turnover for the previous two financial years:

Year	Turnover (£)
2017	£1,905,744
2016	£1,946,573

Comments:

2 Profit & Loss

Please Indicate as a percentage your pre-tax profit / loss for the previous two years (losses should be clearly marked):

Year	Profit / Loss
2017	5.2 %
2016	-3.3 %

Comments:
Negative P&L due to office relocation and renovation required before occupation.

Gateway Housing Association reserves the right, following review, to disqualify any bidder that it does not feel has the financial ability to deliver the proposed contract.

Gateway Housing Association reserves the right to enter into contract with the Parent Company

SECTION C - POLICIES

1 Health & Safety

a) Does your organisation have a written Health and Safety Policy (covering General Policy, Organisation and Arrangement) as required by Section 2(3) of the Health and Safety at Work etc. Act 1974 and issue any codes of safe working practices to employees?

Yes No

b) Does your organisation keep records of and report on your current safety record including RIDDOR statistics?

Yes No

c) Does your organisation have current or previous investigations/prosecutions or HSE notices. Please give detail where necessary on what steps have been taken following any such action.

Yes No

Please complete any relevant details below:

2 Equality & Diversity

a) Does your organisation have a written Equality & Diversity Policy to comply with your statutory obligations under the Equality Act 2010 (which applies in Great Britain), or equivalent legislation that applies in any other jurisdiction in which your firm operates?

Yes No

b) If you do not have a written Equality & Diversity policy as above, or if Gateway Housing Association does not consider your Equality & Diversity policy to be sufficient or appropriate, do you agree to sign and abide by Gateway Housing Association's Equality & Diversity policy?

Yes No

3 Environmental Policy

a) Does your organisation have an environmental policy?

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Please complete any relevant details below:

ISO14001

c) Has your organisation ever been prosecuted for an environmental offence?

Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, please provide details:
---	---------------------------------

4 Anti-Bribery Policy

a) Does your company have an Anti-Bribery Policy or if not will you comply with Gateway Housing Association’s Policy?

Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If ‘No’ please confirm you will comply with Gateway Housing Association’s policy Confirmation that we will comply with Gateway Housing Policy
---	--

5 Data Protection Policy

a) Does your organisation have a Data Protection policy?

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

b) If you do not have a Data Protection policy, or if Gateway Housing Association does not consider your Data Protection policy to be sufficient or appropriate, do you agree to sign and abide by Gateway Housing Association’s Data Protection policy?

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

6 Business Continuity Plan

a) Does your organisation have a Business Continuity Plan?

Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

b) Please provide details of how the services/goods under this tender would be delivered within the BCP

Please see attachment Business Continuity Plan
--

Quality Response Document Template

Please complete all questions within this Quality Response document. Questions will be marked and scored in conjunction with your Commercial Offer document. Responses should be written directly into this document. Submissions exceeding the word limits set may be disqualified or be deducted marks. Each question will be score between 0 and 10, with an appropriate weighting applied. Bidders who are expressing an interest in more than one lot must submit one response per Lot. Bidders should note that the Group may append extracts of your quality response in any final contract if you are successful. Unless specifically requested, additional attachments are not permitted and will not be scored. You are requested not to supply any general marketing material or additional attachments as part of your response.

Q1 – Relevant Experience

Please provide details of up to three contracts, ideally from the housing sector, that are relevant to our requirements. Contracts / services should have been performed during the past three years. You may not reference Gateway Housing Association in this question. Please note that we may take up references from the contacts listed to verify the content of this qualitative response, and you should be prepared to forward any necessary details to assist with this.

(i) Customer Organisation	Gravesham Borough Council
Scope of Supply	Service & maintenance of warden call, door entry, access control and automatic operators
Start & completion dates	2016-2021
Approx. Annual Contract Value (£)	£700k
Brief description of contract (max 300 words) including evidence of delivery in line with the Group's requirements.	
See attachment Relevant Experience Gravesham Borough Council	
(ii) Customer Organisation	Notting Hill Genesis Housing
Scope of Supply	Installation, service & maintenance of warden call, door entry, access control, automatic operators & scheme CCTV
Start & completion dates	September 2017 - On Going
Approx. Annual Contract Value (£)	£240k
Brief description of contract (max 300 words) including evidence of delivery in line with the Group's requirements.	
See attachment Relevant Experience Notting Hill Genesis Housing	
(iii) Customer Organisation	L&Q and East Thames (now part of L&Q)
Scope of Supply	Installation, service & maintenance of warden call, door entry, access control, scheme CCTV & automatic operators.
Start & completion dates	1999 - OnGoing
Approx. Annual Contract Value (£)	£80k
Brief description of contract (max 300 words) including evidence of delivery in line with the Group's requirements.	
See attachment Relevant Experience L&Q	

Q2 – Insert title

Insert text

Supplier Response – Max xxx words

Q2 – Insert title

Insert text

Supplier Response – Max xxx words

Q2 – Insert title

Insert text

Supplier Response – Max xxx words

*Insert Questions as necessary

Business Continuity Plan

S.E.A. Ltd maintains their operational base at 36 Pearson Way, Questor Dartford, DA1 1JN. Should for any reason SEA Ltd not be able to operate from this address then all operations will continue at 1 Archer Way, Swanley BR8 7XR. This has full facilities to enable the business to function within normal business parameters.

Both sites have telephone and internet connectivity as well as IT equipment necessary for business continuation.

Data backups from the accounts and operational systems are made each evening and undergo periodic testing of the backups. Data backup is stored on and off site.

In the case of disruption to utilities or access to the main operational site staff will be relocated to the alternative office and telephone systems will be diverted either to this site 2 or mobile phones.

Stock is carried in vehicles and at two additional storage facilities.

In the case of staff shortage e.g. flu epidemic the company directors are all trained engineers and will undertake to attend urgent calls within our normal service level agreement.

Administration staff and operational directors are trained in all support systems and will all assume all essential duties as required.

Relevant Experience

Gravesham Borough Council

Installation, service and maintenance of warden call, door entry, access control & automatic operators within social housing schemes throughout the borough.

Fob access control systems are a mixture of standalone & "cloud" based systems, with S.E.A. managing all aspects of the access control system(s) on behalf of the client, including supply & programming of new fobs & deleting fobs on request of the client.

Our service desk is available with technically trained staff 24/7/365, with the same telephone number used for both normal business hours and out of hours to ensure easy access to support for our clients and minimise confusion.

During normal office hours (Monday – Friday, 08:30-17:00) all calls are answered by our Service Desk Coordinators who are led by a Team Leader, who has 18 years industry experience both within local authority and as a contractor. At all other times calls are answered by the senior technical call handler who can escalate and dispatch the on call service engineer(s) if and when required. When a fault is reported our technical Service Desk Coordinators will ask a series of questions to ensure the correct fault is being reported. This is a simple step but we have found that it can eliminate unnecessary call outs due to user error; e.g. resident accidentally putting door entry handset into privacy mode.

S.E.A. Limited have successfully tendered for this contract on number of occasions and have had a working relationship with Gravesham Borough Council since S.E.A.'s formation as a Limited company in 1999 and prior to that as a "sole trader" since 1994.

Regular monthly meetings are held at the client's offices to review KPI's and performance levels.

Notting Hill Genesis Housing

Installation, service and maintenance of door entry, access control, CCTV & automatic operators within social housing schemes throughout the London and the South East.

S.E.A. Limited successfully tendered for this contract through the South East Consortium portal.

It is estimated that S.E.A. Limited are responsible for looking after around half of the 64,000 plus properties that are owned by Notting Hill Genesis, which have some form of door entry system whether it is a 1:1 system or part of a common system serving a block. As expected with such a large number of properties the system types vary in both type, age and manufacturer, presenting S.E.A. with a challenge in ensuring all engineers have the necessary parts available to facilitate a first fix wherever possible. When attending a site for the first time the engineer undertakes a full survey of the system type & condition in order to assist with the compilation of our asset register, this information is fed back to assist S.E.A. with sock control /levels as well as helping the client to program in system change requirements for sires that can no longer be maintained.

The client has specified Entrotec for all door entry system replacements along with KMS Cloud fob access control; in some cases this has meant systems have required re-cabling to support the specified system.

Regular meetings are held at the client's offices to review the contract and the effectiveness of S.E.A. Limited in delivering the service required.

S.E.A. has now been requested to cover service & maintenance or automatic operators.

L&Q

We have had a contract in place with L&Q prior to S.E.A. becoming a Limited Company (in 1999) and also have a separate contract covering sites that have come across to L&Q as part of the merger with East Thames Housing in 2016.

The contract covering the original L&Q properties consists of a quarterly charge for a "Gold" contract covering all door entry repairs within the London Borough of Bexley (excluding vandalism / misuse /

etc.) With all other properties outside of this area charged on schedule of hourly rates plus an agreed mark up on the cost of parts used.

Hourly rate plus parts mark-up is applied across all L&Q sites for door entry, access control, doors (wooden & steel) and CCTV.

The L&Q / East Thames properties are covered under a gold contract, covering both Tynetec & Tunstall warden call systems with 25% PPM checks of warden call, dwelling smoke detection and combined door entry.

We provide 24/7/365 cover for L&Q across all there sites as well as carrying planned maintenance visits to their warden call schemes.

Resources & Management

We are an ISO 9001 & OSHAS 18001 SME organisation, with over 18 years experience in installing and maintaining systems in occupied buildings, running separate installation and service departments. This ensures that all contacts (installation and/or service) are met without one having an adverse effect on the other.

It is envisaged that the company would be able run a contract of this size in conjunction with all current contracts without the need to increase staffing levels. Although, in line with company policy, this contract would have its own appointed contract administrator who has over 8 years experience with the company in a client facing role.

Our service department is staffed 24/7/365, with the same telephone number used throughout taking calls from; scheme managers, repair desks, control centre personnel, etc.

During normal office hours (Monday – Friday, 08:30 -17:00) all calls are answered by our Service Desk Coordinators who are managed by a Team Leader who has worked for over 11 years for the company, at all other times calls are answered by the senior on call “handler who can escalate and dispatch the on call service engineer(s) if and when required.

The process for service calls during normal office hours is as follows: -

1. Service call is received by the service desk and logged on Red Zebra
2. Priority level / response time is decided – low or high
3. Low priority calls – appointment booked with resident or scheme manager
4. High priority calls – engineer is allocated & dispatched
5. Fault fixed – work undertaken entered on Red Zebra & call closed
6. Fault not fixed – source parts and book re-visit (inform contract administrator)
7. Sourced parts delivered to office – allocate engineer after appointment made
8. Fault fixed
9. Parts not available or beyond repair – contract administrator informed and quotation sent
10. All invoices raised on completed jobs are sent along with a copy of the service sheet

Out side normal office hours the call process is as follows: -

1. Service call is received by the call handler
2. Priority level / response time is decided – low or high
3. Low priority calls – passed to service desk the following working day
4. Service desk – appointment booked with resident or scheme manager
5. High priority calls – engineer is allocated & dispatched
6. Outcome – fault fixed; yes or no reported back to call handler who passes on outcome / information to service desk the following working day
7. Fault fixed – work undertaken entered on Red Zebra & call closed
8. Fault not fixed – source parts and book re-visit (inform contract administrator)
9. Sourced parts delivered to office – allocate engineer after appointment made
10. Fault fixed
11. Parts not available or beyond repair – contract administrator informed and quotation sent
12. All invoices raised on completed jobs are sent along with a copy of the service sheet

We will always make appointments with residents / scheme managers to ensure access to the necessary equipment. If for whatever reason we are unable to gain access within normal working hours we would endeavour to contact the scheme manager onsite. If a fault is reported out of hours and we are unable to gain access to control equipment (usually located within the scheme manager's office) we would contact the control centre and request the access code. All engineers visits onsite are recorded within the contractors sign in sheet.

All engineers are DBS checked prior to commencing work with our company and are given product / customer relationship refresher training in order to maintain a high standard of customer satisfaction; this is complimented by the Service Team Leader inspecting 10% (accompanied) of all work carried out by the service engineers.

The company holds asset registers of installed and maintained systems. Upon the initial inspections we would request sight of / or access to asbestos registers for each scheme. Asset inspections are normally carried out within the first 6 months of any new contract, detailing: -

- Location & contact details
- Model, Age, Unit ID & Firmware number
- Serial numbers
- Condition
- Remedial work required & costs
- PPM dates
- Battery expiry date
- Device expiry date (if applicable)
- Asbestos locations (if applicable)

On request we will carry out detailed inspection reports of sheltered housing schemes and their associated systems, the report includes recommendations for; compliance, maintenance and replacement. We have recently complied such a report for Wokingham Borough Council (77 pages) which has identified (using a traffic light system) their most at risk systems and allowed them to establish a replacement program to tender against.

All installed equipment / devices are demonstrated to the service user & / or their representative, tested (through to the control centre if applicable) at the time of installation. Date stickers are attached in order to assist our PPM and Service Departments in future maintenance and service visits, with all the installed information given to the PPM desk to update their asset register. Our engineer's also carried out a visual health & safety inspection with a report.

The service user & or representative is left with a performance questionnaire (freepost).

Removal of existing equipment & devices is carried out on a pre-booked appointment basis, when removing devices our engineers make good any holes left after removal but do not paint or re-decorate. If applicable a performance questionnaire is left along with a copy of the signed job sheet, our engineer reports back to our Service Desk.

The PPM Coordinator is responsible for diarising, scheduling and arranging all PPM visits using the Red Zebra software package and maintenance diary.

PPM - appointments are booked directly with the service user &/or their representative, all test and inspections are carried out against an equipment asset register appertaining to the property. Alarms and devices are inspected & tested, with new date stickers fixed to all units, batteries that fall within the manufacturers guidelines are changed free of charge (if this forms part of the service agreement). Devices where batteries cannot be changed, reached "end of life" or have been damaged are replaced but charged for accordingly. The completed job sheet is signed by the service user or their representative and is sent to the PPM Coordinator with the asset sheet in order for the register to be updated accordingly.

Service Calls - appointments are booked directly with the service user &/or their representative. Units worked on to rectify faults are date stickered with the asset register amended accordingly, completed job sheet is signed by the service user &/or their representative.

Our Red Zebra software allows us to set up, allocate and monitor response times in line with clients SLA's, with information readily available to assist in the compiling of KPI's that can be sent electronically or presented at monthly contract review meetings.

All service vehicles are regularly checked for stock to ensure that they carry the pre-requisite parts to enable as many first fixes to be carried out as possible.

System critical parts or parts on long lead times are held in stock with minimum stock levels set for automatic ordering. When replacing an old system with new, we look at whether any of the parts removed could be used as serviced replacement parts on systems where these parts are obsolete. All service useable parts are identified as such and would be accompanied with a recommendation and quote (if requested) for a replacement system.

All vehicles are fitted with Tom-Tom technology; enabling the service desk to give accurate estimated time of arrivals to residents when requested, as well as being able to allocate the nearest engineer in the event of an emergency service call being requested.

We believe in having Social Values that assists individuals in best possible life chances. Part of this commitment is to set a standard within the organisation of a possible spend amount based on the contract value.

Economic – We will, where possible, provide employment, training and work-experience opportunities for local people. We have recently employed a Trainee Install Engineer and are helping them to build a career within our specialist industry.

Environmental – We will, where possible, use local suppliers to reduce our carbon footprint.

All waste generated by any works carried out by our operatives is removed and the site left in a safe and tidy condition. All system components are disposed of as per WEEE regulations, with all other parts as required under our licence as required by law (issued by the Environment Agency).

The company does not allocate staff to specific contracts (with the exception of a contracts manager), as the flexibility of having all relevant staff capable of working across all contracts allows us to continue to deliver an excellent standard of service without being effected by staff leave or

absences. Engineers are field based across our geographical area of operation with their work planned by our service desk co-ordinators to their geographical locations wherever possible.

Staff details as follows: -

Department	Designation	Qualifications	Industry Experience	Length of Service
Senior Management	Managing Director		33 years	23 years
	Technical Director	City & Guilds 224 Level 1 City & Guilds 224 Level 2 BTEC 1 st Award – Eng. BTEC Diploma – Elect	18 years	18 years
	Operations Director		13 years	13 years
Service (Internal)	Service Desk Team Leader		21 years	11 years
	Service Desk Coordinator		8 months	8 months
	Service Desk Coordinator		18 months	18 months
	Service Desk / PPM Coordinator		8 years	1 month
Service (External)	Service Engineer Team Leader	HNC Electronic BONC Electronic City & Guilds 270 City & Guilds 271	16 years	11 years
	Engineer 1	BSc Information Technology BSc Electrical Engineering	8 years	3 years
	Engineer 2	BSc Mechanical Engineering	18 months	18 months
	Engineer 3	BEng Electronic & Electrical Engineering Fibre Optics Terminations & Fault Finding	2 years	2 years
	Engineer 4		16 years	2 years
	Engineer 5	City & Guilds Electrical Installations - Levels 1&2 16th Edition	2 years	2 years
	Engineer 6		10 years	12 months

	PPM Engineer	MOD Trained Electrical Fitter Electrical Tech City & Guilds Part 2 -17th Edition PAT Testing Certificate	14 months	14 months
Installation (Internal)	Installation Co-ordinator Admin	SPI Passport	2 months	2 months
Installation (External)	Engineer 1		5 years	3 years
	Engineer 2		3 years	3 years
	Surveyor		6 years	3 years
Sales Department	Internal Sales	BSc Hons Biological & Health Sciences	8 years	8 years
	Sales Executive South		2 years	2 years
	Sales Executive North		2 months	2 months

SECTION 7

SEA QUALITATIVE SUBMISSION

ICT and Reporting

Secure Electronic Applications Limited has invested in a new software platform (Red Zebra) that is being deployed alongside integrated portable technology to support the delivery of high-quality work and enhance our quality assurance measures by providing direct and instant communication between internal and external staff. Once fully integrated within the organisation we will then be move towards the "web portal" module that will give our client's full visibility all their jobs (in progress & complete).

Our service management software is used for; job allocation, scheduling, status management, vehicle stock management and certification records. Effective use of this software allows us to track and monitor each job as it is raised ensuring each piece of work is appropriately prioritised

The company holds asset registers of installed and maintained systems. Upon the initial inspections we would request sight of/or access to asbestos registers for each site. Asset inspections are normally carried out within the first 6 months of any new contract. The asset register of installed and maintained systems, detailing: -

- Site address and contact details
- Model, unit ID & firmware number
- Serial numbers
- PPM dates
- Battery expiry date
- Device expiry date (if applicable)
- Asbestos locations (if applicable)

Our asset registers are run on a traffic light system that is updated following each PPM visit and following irregular / high number of service visits.

All weekly site visits are scheduled using Red Zebra, which allows us to automate the planning of the schedule within the PPM planner and provide on-going, in-depth monitoring of appointments and our engineers. Additionally, this system allows us to reduce costs and maximise accuracy of scheduling, and maintain all relevant information in one source.

Service administrators monitor the PPM planner daily and continuously, with any updates to schedules or requirements being noted down in real-time. The changes are then automatically updated on engineers' PDAs.

Once the engineer has logged in remotely they can manage a variety of functions. These include:

- Viewing allocated calls for dispatch
- Call history for a site, customer or product
- Raising a parts request against a job
- Closing a completed job
- Adding all the service reports
- Validating times and codes
- Any parts used/replaced
- Checking on parts availability
- Enquiring on allocated call queue or
- Obtaining the location of other engineers
- Upload/download photographs and documents

The primary advantages of utilising the system to underpin PPM and maintenance contracts include:

- Compliance
- Improved accuracy and reduction in work hours to design and maintain a schedule automatically, as compared to manually
- Improved workforce planning facilitates engineer effectiveness and cuts down on travelling time

- Maintaining accurate records of all customer and client interaction including email, SMS and telephone calls
- Improved deployment of staff increases the number of jobs completed each day, and so reduces cost per job
- The PDA can be updated in real time so that changes to the daily schedules are achieved more quickly, minimising timescales overall
- Real-time updates allow planners, engineers and managers to stay informed of developments on an up-to-the-minute basis
- The ability to add in bespoke information and display customised notes, which can be collated for consideration in future service visits.

All records, reports, data and details stored on our systems are updated in real time, with engineers effectively providing immediate reports on the progress of all work and, similarly, being able to receive updates. This visibility enables the management team to make planning decisions more quickly, enhancing the efficiency of our working relationships.

Screen Shot of Call Field

Call2Field - Call Query

Call Number Status Call Type In Date

Engineer
Call Events
Call Area
Fixed Charge
Call Logger
Quote

PD/Inv.No.
Ref. Number
Test
Appointment Booked?
Response Time Fix Time Estimated Time

Site Site Area
Site Name Address County Postcode Site Ref. Customer Cust. Name
Site Area Man Contact Phone Mobile Email Site Notes Contract

Call Notes F.I.J. Information Part Request

Serial Number Product Product Group Equipment Option Location Ref. Number

redzebra

Screen Shot of Quotes Required Report



Call List NQ Repair

Call No.	Status	Call Type	Site Name	Call In Date	Arrival Date	Repair
1030	OPEN	P3	Hitherwood Court (63-108)	07/06/2018	14/06/2018	Needs Quote
1437	DOWN	P3	Miranda House	25/06/2018	29/08/2018	Needs Quote
1895	DOWN	P3	Ashley House	13/07/2018	18/07/2018	Needs Quote
2450	DOWN	P4	Gascoyne Court	06/08/2018	03/09/2018	Needs Quote
2561	OPEN	P3	Acklington Drive (1-48)	09/08/2018	16/08/2018	Needs Quote
2599	DOWN	P1	Sherbrooke Close (7-30)	10/08/2018	30/08/2018	Needs Quote
2746	DOWN	P2	Bowes Close	17/08/2018	18/08/2018	Needs Quote
2810	RECD	P4	Randall Court - ARH00433	21/08/2018	20/09/2018	Needs Quote
2892	DOWN	P4	The Forge - GMS20326	24/08/2018	28/08/2018	Needs Quote
3119	HOLD	P2	Tadborne Court (1-22)	03/09/2018	04/09/2018	Needs Quote

Screen Shot of Call List by Week Report



Call List by Week

28 May 2018

Call No.	Status	Call Type	Site Name	Call In Date	Young Man	Engineer	Fault	Repair	Comments
482	COMP	Moreton Court		01/06/2018	05/06/2018	Sub 1	Fault Found	Not Complete	Deleted and relogged all dect phones, tested OK
883	COMP	Tufley Court		01/06/2018	04/06/2018	Sub 1	Fault Found	Complete	Fitted 4 new pull cords, 2 had snapped pins and unable to attach new strings and 2 had high resistance values causing bell activation. Tested to call centre all OK.
584	COMP	Green Court		01/06/2018	05/06/2018	SEA064	Fault Found	Complete	Hard reset display panel tested ok. Tested desk and dect handset, not ringing reset warden call system and tested desk and dect handset ringing at same time onsite.
885	COMP	Orchard Court		01/06/2018	29/06/2018	SEA075	Fault Found	Complete	Supplied and programmed pendant tested ok. Extra time required to learn programming mode.
586	COMP	Blackthorn Grove (30-36)		01/06/2018	06/06/2018	SEA101	Fault Found	Complete	Programmed additional black fob ID 8055 delivered to Clay House.
887	COMP	Wimbome House		01/06/2018	04/06/2018	SEA064	Fault Found	Complete	Reattached pull cord tested ok.
588	COMP	Glastonbury House		01/06/2018	01/06/2018	SEA075	Fault Found	Complete	Fitted new 9v battery in smoke alarm in lounge.
889	COMP	Beddalls Farm Court (1-35)		01/06/2018	01/06/2018	SEA075	No Fault Found	No Fault Found	No fault found tested onsite all ok.
590	COMP	Batwa House		01/06/2018	07/06/2018	SEA075	Fault Found	Complete	Reset access control equipment tested all fob readers all ok.
891	COMP	Kennedy House (1-22 CONS)		01/06/2018	16/06/2018	SEA101	Fault Found	Complete	Fitted new cord to pull cord and tested ok.
892	COMP	Lady Micos Almshouses		01/06/2018	29/06/2018	SEA094	No Fault Found	Needs Parts	Problem has already been resolved Friday evening by suit of hours (Paul Davies) on job 1378. Tested working ok.
493	COMP	Mike Spring Court		01/06/2018	19/06/2018	SEA091	Maintenance	Complete	Renewed expired smoke alarm tested ok.
894	COMP	Mike Spring Court		01/06/2018	19/06/2018	SEA091	Maintenance	Complete	Renewed expired smoke alarm tested ok.
895	COMP	Gresham Almshouses		01/06/2018	07/06/2018	SEA075	Fault Found	Complete	Fob reader quite intermittent possibly linked to poor mains supply. Fitted new back up battery as faulty tested ok.
896	COMP	Mike Spring Court		01/06/2018	19/06/2018	SEA091	Maintenance	Complete	Renewed expired smoke alarm tested ok.
497	COMP	Mike Spring Court		01/06/2018	19/06/2018	SEA091	Maintenance	Complete	Renewed expired smoke alarm tested ok.
896	COMP	Mairville		01/06/2018	20/06/2018	SEA015	Parts Required	Complete	Programmed fob to all doors and handed to resident.
899	COMP	Claremont Road (50 50A 52 52A)		01/06/2018	05/06/2018	SEA092	Fault Found	Complete	Fitted new door entry handset tested ok.
500	COMP	Orchard Road (17-25 CONS)		01/06/2018	05/06/2018	SEA101	No Fault Found	Complete	No fault found door opening and closing ok.
901	COMP	Grenson House (1-36)		01/06/2018	14/08/2018	SEA101	Job Incomplete	Not Complete	No Access to equipment 14/8/18 job passed to invoicing no access.
902	COMP	Dean Abbott House		01/06/2018	12/06/2018	SEA075	Fault Found	Complete	Fitted 4 x new cords to pull cords and new cord in sub unit tested ok.

In every contract there is always the opportunity for each to improve. This could be from an equipment type used to the way that orders are reported and the communication between clients and ourselves. We monitor each contract closely to try to improve upon that which we are undertaking. We welcome regular meetings with the client to discuss possible improvements as well as attending resident liaison meetings to hear feedback and provide information. When it comes to innovation it will take both parties to move forward in order to accomplish the end result required. We will work towards innovation in the contract in order to reduce the cost. Together it is possible to create a service to the end user which is both expedient and at a cost agreeable to all.

Customer Service

Operatives involved in front line service delivery are representing our organisation, and their performance and conduct will have a direct impact on the residents of our clients.. The success of the organisation will be measured by the level of customer satisfaction. To ensure the highest standards are achieved, the customer has been prioritised in the design of the operating procedures and policies used to manage the business. Customers are listened to, and strategies are in place to ensure we understand their needs and provide satisfaction.

Resident feedback

Capturing customer feedback from all residents is therefore an important part of a strategy for improvement, and initiatives are maintained by the contract manger to facilitate this:

- Prepaid envelopes so customers can return feedback forms with ease
- Email address provided, enabling feedback forms to be sent electronically to us. Many customers who are out at work, or have hectic and busy lives, prefer this
- Face-to-face resident liaison office (RLO) interviews, effective in capturing feedback from all customers, but especially vulnerable adults
- Telephone questionnaires allow us to interact with vulnerable or nervous customers and those rarely at home during the day.

Adjustments are made as appropriate; for example below is our standard customer satisfaction form, we are know in the process of having a simple satisfaction survey linked to every job received electronically by our engineer's on their PDA's: -

To give the best possible service we would like feedback from you on how you feel the recent work was carried out. Please take a few minutes to complete this satisfaction questionnaire and post it in the envelope on the notice board. Thank you

Name:	
Address:	
Contractor: S.E.A. Ltd	Postcode:

WORKMANSHIP & CUSTOMER CARE		Please tick appropriate box	
1	Was an appointment made for this work to be carried out?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Did the contractor arrive when they said they would?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Did the contractor tidy up after the job to your satisfaction?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Did the contractor display their ID clearly?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

5	How satisfied were you with the worker's attitude? (i.e. Were they helpful & courteous)						
	<table style="width:100%; border:none;"> <tr> <td style="text-align:left;">x Totally dissatisfied</td> <td style="text-align:center;">Neither dissatisfied or satisfied</td> <td style="text-align:right;">Totally satisfied ✓</td> </tr> <tr> <td>☹ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ☺</td> </tr> </table>	x Totally dissatisfied	Neither dissatisfied or satisfied	Totally satisfied ✓	☹ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ☺
x Totally dissatisfied	Neither dissatisfied or satisfied	Totally satisfied ✓					
☹ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ☺					

6 How satisfied were you with the finished work?

Totally dissatisfied	Neither dissatisfied or satisfied	Totally satisfied
☹ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ☺

7 Generally, how do you rate your satisfaction with the overall service provided by Basildon Borough Council before and during the work?

Totally dissatisfied	Neither dissatisfied or satisfied	Totally satisfied
☹ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ☺

8 How do you rate your satisfaction with the overall service provided by S.E.A. Ltd before and during the work?

Totally dissatisfied	Neither dissatisfied or satisfied	Totally satisfied
☹ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> ☺

9 If you were dissatisfied, what were you unhappy about?

- | | |
|--|---|
| <input type="checkbox"/> Workmanship | <input type="checkbox"/> Contractor not turning up on time |
| <input type="checkbox"/> Work not done / started & not completed | <input type="checkbox"/> Other reason, please specify below |

Resident signature:

Name:

Date / /

BASSEA004

The RLO will arrange to make pre or post work visits to disabled residents to understand their circumstances and enable future work to be planned without intrusion or restricting their daily lives, or we will use translators for residents who are non-English speakers.

Surveys are similarly issued to neighbouring properties, if work has impacted them in any way, and questions are asked on issues such as noise, parking, waste, site cleanliness, engineer communication and attitude.

All feedback and data collected will be analysed by the contracts manager. Findings are reviewed during monthly quality meetings. A summary is presented to client at customer review meetings, and actions agreed to address any areas in need of improvement.

Improvements

Any non-conformances (or low satisfaction) identified during the analysis of feedback will be noted, and corrective actions are identified and implemented to improve service delivery, ensuring the continuous improvement of our work. Even if zero non-conformances are identified, and satisfaction levels are in line with KPI targets, the data is still reviewed in an attempt to improve overall performance levels.

Success is formally measured by the mechanisms described above and we will know that it has been achieved by analysing:

- Number of appointments undertaken on time
- Number of right-first-time visits
- Complaints
- Commendations
- Levels of satisfaction explicitly expressed via questionnaires
- Percentage of no access visits

Minimising disturbance

The frontline service delivered by operatives is a critical area where there is potential for inappropriate and undesirable behaviours or actions to cause significant discomfort, intrusion and dissatisfaction to residents. A series of policies, procedures and working practices are maintained to ensure minimum levels of intrusion and disturbance are achieved.

The code of practice is issued to staff and must always be carried by them in the employee handbook, which provides immediate access for reference and guidance.

To ensure personnel have a full understanding of the standards expected of them, a series of specific considerations are highlighted to operatives in the code of conduct, enabling them to take appropriate adjustments to working practices; for example not carrying out noisy maintenance works when a service is taking place at an adjacent church.

Resident communication

Prior to commencing work on any scheme (and only once the program of works has been agreed and finalised with the client) invitations are delivered to all properties, inviting residents to attend an open day, held in a communal lounge or appropriate community setting, with senior representatives of our company present.

A dedicated, directly employed resident liaison officer (RLO) will manage the customer care and resident engagement process for the duration of the project and aftercare period. At the open day, the RLO is introduced, giving residents a direct point of contact for any questions or concerns; equipment to be installed is demonstrated; start dates and intended completion dates are confirmed; and the need for access to locations and properties to ensure ease of installation and timely completion is highlighted.

One-to-one meetings with residents are arranged where required, for example for vulnerable residents such as those with disabilities, to ensure the needs of all individuals are considered and responded to. Residents unable to attend the open day are sent letters containing contact details for the RLO, with further meetings arranged to ensure everyone is kept fully informed.

Making and keeping appointments

Service visits are planned and coordinated by service desk personnel who are responsible for contacting resident(s) and liaising with them to book suitable appointment times.

The 24/7 service desk is also the first point of contact for responsive maintenance: calls can be assessed and transferred to a senior on-call engineer should the need arise. When possible, we provide technical assistance over the telephone as this often allows calls to be resolved without the need for an engineer to visit, achieving immediate customer satisfaction.

All vehicles are fitted with TomTom Works, enabling the service desk to monitor expected arrival times of engineers, and give residents a courtesy call in the rare event of an engineer being delayed beyond the appointment window. An additional benefit of using TomTom Works is that it enables the nearest engineer to be allocated to an emergency call, achieving prompt response times.

Meeting needs of vulnerable residents

To ensure the protection of children and vulnerable adults, practices and procedures are documented within safeguarding policies. The content of these is based on principles within the UK and International legislation and Government Guidance and have been developed to complement the Safeguarding Adults Boards policy and procedures. They take the following into consideration: the Data Protection Act 1994 and 1998, the Human Rights Act 1998, the Care Act 2014, the Safeguarding Vulnerable Groups Act 2006, the Equality Act 2010, the Protection of Freedoms Act 2012, the Sexual Offences Act 2003, the Mental Capacity Act 2005, and the Domestic Violence, Crime, and the Victims (Amendment) Act 2012.

To meet the practical needs of vulnerable residents the service delivery will be adapted where necessary to ensure equality is maintained in accessing services and the receipt of good customer care for all.

Examples under Previous Contracts

Gravesham Borough Council

Social housing project involving the installation of door entry, fob access, door automation of new doors (for individual resident's).

Our RLO was responsible for the initial letter drop to all residents and acting as the first point of contact with regard co-ordinating these works, access and identifying any special requirements.

Due to the needs of one resident our RLO had to co-ordinate with their care team in order to ensure that the works were carried out on a day that the care team were present.

Basildon Borough Council

Prior to the start of every installation at an "Over 60's" scheme, a pre start with the resident is held to show / demonstrate the equipment that is going to be installed and to explain the installation process, program of works, access requirements, etc., etc.

This is arranged and attended by our RLO along with our contracts manager and lead engineer. The client's representatives in attendance are their RLO, scheme manager and contract co-ordinator.

Both RLO's are present on the first day of installation and both attend weekly coffee mornings for the duration of the installation. Contact details are left in prominent positions on notice boards and at strategic positions around the scheme / estate.

Our RLO is the first point of contact for resident's, dealing with any of their worries, concerns or complaints ensuring a satisfactory outcome - which can be seen from the satisfaction survey results which currently stand at 95% for this project.

On one scheme an issue with a particular resident was identified prior to the start of the installation, due to safe guarding issues lone working was not allowed on this site. Our RLO who is also responsible for the initial letter drop to all resident's had to be accompanied at all times.

Basildon Borough Council

Part of the contract was the removal of all original equipment from designated "Over 55" schemes, blanking off and making good within the resident's dwellings.

A high proportion of the resident's within an "Over 55" scheme work, this presented us with access issues. Our RLO was responsible for carrying out the initial letter drop and booking appointments when contacted by the resident's. If resident's failed to contact us the RLO would attend site to try and speak with the resident by calling at their flat / bungalow and arranging a convenient time to attend for the removal of the equipment, if the resident was not in another letter was left. On few occasions where no progress could be made, despite repeated attempts at contacting the resident, all information was forwarded to the clients RLO and project co-ordinator. A full and up to date log had to be kept in order to satisfy the client that all equipment had been removed as per the contract.

Some of the resident's did not want ceiling pull cords removed as they had decorated and the ceiling pull cords sat within the coving. A letter was drafted in agreement with the client that was signed by the resident, this allowed us to remove the ceiling pull cord strings but leave the unit in place.

IDS

Multi block social housing project involving the installation of door entry.

Our RLO was responsible for scheduling in weekend visits by our installation engineers to individual properties to complete the installation as access could not be made during normal working hours due to work commitments of the residents.

Health & Safety

We hold the following accreditations; BS OHSAS 18001:2007, Safecontractor, CHAS, Constructionline and ADIA (BSEN16005 & BS70036-0). In line with our obligations under the Health and Safety at Work etc. Act, 1974, and the Management of Health and Safety at Work Regulations, 1999, we maintain a robust health and safety management system that includes well-defined roles and responsibilities for ensuring a safe working environment.

Corporate training programme

As outlined in our documented training policy, our health and safety management system includes the provision for training to ensure all employees have adequate skills and knowledge to work safely. To ensure that this principle is properly implemented for all employees, we plan, record and manage training history and training to be undertaken for each engineer. By managing and monitoring training completion, we can identify which employees are on track to achieve their projected upskilling targets. Safety-based training provisions include:

- IOSH
- Asbestos awareness.
- Confined spaces
- CSCS
- First aid
- Lone working
- Manual handling
- Site awareness
- Site surveying for installations
- UKATA-certified asbestos awareness
- Working at heights

Records are maintained in the form of a company-wide training matrix, which is managed by our Senior Lead Engineer.

Company inductions

Each new employee receives a structured induction period including, but not limited to, site safety, first aid, emergency procedures, and accident / near miss reporting. These are the most basic requirements, intended to form platforms from which engineers can build their knowledge in the form of annual refresher training and further training. Delivered by Operations Director; Mark Ashby.

Site inductions

The training programme also takes account of short-term training needs, in line with our approach to health and safety management. The requirement to ensure all engineers are appropriately informed of the specific risks relating to a job is met by providing full site inductions. Prior to works commencing, a risk assessment of the site is undertaken, taking into account the risks to the safety of both employees and non-employees, and the mitigations required to reduce or eliminate the risks. Upon arrival at site, all engineers will receive an induction, walking them through the hazards present and the findings included within the method statement. The induction is performed to a specific checklist, including:

- A guided tour of the site
- Directions to the information point or building manager
- Details of security locations
- Details of where keys can be obtained
- Access and egress points

- Procedures in case of fire and other emergencies
- Welfare facilities and first aid
- Accidents and hazard reporting protocols
- COSHH considerations
- Recommended personal protective equipment (PPE), and instructions on how to apply and use it.

These items are ticked off against a checklist, signed off by the inductee and the inductor. Typically, the inductor will be a member of senior management or lead engineer. The document is kept on file as evidence that all measures were taken to ensure engineers have been given an induction session prior to commencing works. Records are retained on file and included within the job's health and safety file.

Toolbox talks

Engineers also receive on-going refresher training via toolbox talks. Talks are delivered to all engineers, with attendance mandatory. Talks are performed in a workshop format, and include:

- Introductions to new tools or PPE, with step-by-step demonstrations of how to minimise or eliminate risk when using them
- Best working practices with existing tools or PPE where it has been identified that non-compliant methods are being used
- Round-ups from previous training, e.g. annual refresher training on manual handling or fire safety, with the instructor re-capping lessons learned and answering any questions that have arisen after engineers have had an opportunity to apply their training to their workplace.

Each session is based around the principles of prevention, with each having an emphasis on how to avoid any accidents or incidents through best practice with using equipment and implementing safe systems of work. All toolbox talks are documented and retained on file, with a sheet recording the specific talk reference number, subject of the talk, the main points of discussion, and those in attendance, including signatures. This maximises auditability of our training records, and ensures we can quickly find any evidence of toolbox talks applied, including attendance at those talks, where necessary. Reactive toolbox talks are delivered on-the-spot where a major non-conformance in methods of work has been identified, or a near-miss has occurred. These are given by the most senior manager on site, with an emphasis on identifying the root cause and how to mitigate it in practice. A report of the incident and findings are recorded and retained on file for the purposes of transparency and future training. Only once the engineer(s) in question have demonstrated sufficient competency to follow the amended working procedures will they be allowed to continue working. Any failure to understand or demonstrate competency would lead to formal corrective training, of which we can deliver a full programme within two working days.

Our corporate training programme encompasses long-term, short-term and reactive objectives to both a) minimise risk of accidents or incidents and b) enforce and demonstrate compliance with relevant legislation through training (specifically, regulations 7, 10, 13 and 14 of the Management of Health and Safety at Work Regulations 1999).

Managing risk

The primary reason that we continually review our health and safety management system is to identify its effectiveness at managing risk. In every job, we implement risk management methods by

following a cycle of a) identifying, b) assessing and c) reducing or eliminating the risk. To achieve this, we rely on a framework of expertise, information, instruction, training, supervision and testing, with managers and engineers holding well-defined responsibilities.

As per regulation 3 of the Management of Health and Safety at Work Regulations 1999, we fully understand the importance of a detailed and robust **risk assessment** when planning the safe delivery of works. All of our risk management procedures are underpinned by this crucial practice, and the procedure used to produce and assess them is based on the **five steps to risk assessment**, as advised by the HSE:

- Step 1: identify hazards, i.e. anything that may cause harm
- Step 2: decide who may be harmed, and how
- Step 3: assess the risks and take action
- Step 4: make a record of the findings
- Step 5: review the risk assessment.

The steps are adhered to at various stages of the risk management process.

Risk assessments are retained on file for the purposes of auditing and transparency, in addition to providing a template for future similar works. As such, our knowledge of risk in different types of working environments is continually refined and developed, as there is always a set of previous risk assessments to consult when faced with any challenging or complicated working conditions.

Ensuring the health and safety of residents and other relevant persons

We are aware of our duty of care to residents and others when delivering works, under sections 3 (duty of employers to non-employees), 7 (duty of employees at work) of the Health and Safety at Work etc. Act 1974. As such, our health and safety management system incorporates procedures to ensure the safety of everybody on-site, through initial design, safety control measures applied and the behaviour and working practices of engineers.

Working in occupied properties

Our health and safety policy contains our procedures for working in occupied properties, including details on how to maximise safety and reduce hazards for residents during works, such as:

- Clearly signposting all works, ensuring that the potential for noise or hazards is marked
- Installing barriers and cordons around work areas, with continual monitoring of any exposed edges, electrical works or potential falls
- Clearing up any spillages immediately with allocated spill kits
- Adhering to method statements and COSHH sheet data when using hazardous substances to clean or disinfect surfaces
- Keep all corridors clear at all times, allowing emergency exits and fire escape routes to remain open and accessible continuously. Where tools, equipment and access apparatus must be used in these areas, application time will be kept to an absolute minimum, with the area cleared and tidied immediately upon completion.

These factors are considered when performing an initial risk assessment, but engineers and supervisors are also expected to perform ad-hoc assessments upon arriving on site, and whenever any working conditions change. They are provided with specialist **working in occupied properties training**, refreshed annually, to ensure that they are competent to do so.

Our duty to people classified as non-residents and non-employees are also fulfilled by ensuring sites are fully safe and secure by:

- Not leaving any trailing equipment or loose tools within public passages or walkways
- Ensuring all works are isolated, locked off and tagged off before the site is left unattended or the working day has ended.

Working around vulnerable residents

We maintain a dedicated safeguarding policy, outlining our commitments to adhere to our duty of care to vulnerable people, defined as a) children or anybody under 18 years old; b) anybody with a physical disability; c) anybody with additional or complex mental or emotional needs; d) new and expectant mothers. Our Resident Liaison Officer, will liaise with the building manager prior to works to determine if there are any residents who could be classified as vulnerable. Specifically, our safeguarding is implemented by:

- Ensuring all engineers are subject to enhanced DBS checks every three years. This is monitored internally, with registration dates and the amount of time until re-registration recorded and checked daily
- Accounting for vulnerable people, subdivided into different profiles within risk assessments and method statements
- Providing safeguarding training for engineers, enabling them to a) recognise the potential signs and indicators of abuse, and b) ensure methods of working are appropriate and proportionate to reduce the risk of harm for vulnerable people, considering their special circumstances
- To maintain a level of good working practice in line with method statements, reducing the risk to vulnerable people on-site
- Ensuring effective communication with vulnerable people is supported, which in turn makes the task of protecting them from risks and hazards an easier one to achieve.

All safety control measures associated with vulnerable people identified within a risk assessment are clearly marked on method statements, and engineers are informed of any considerations upon induction. Using these procedures, we are able to develop bespoke safe systems of work for each site, considering the specific needs and requirements of residents.

Lone working and violence and aggression

Lone workers face several challenges, including:

- Heightened risks to safety
- Lack of support
- Violence, aggression and challenging behaviour
- Becoming isolated or trapped
- Being less able to modify working practices to adapt to changes in working conditions.

When devising lone worker risk assessments, we consider *all* risks to safety from the task and environment, including the presence of residents and other non-employees and the need for additional hazard control measures. Specific mitigation measures applied are:

- Company policy is that no lone working occurs in high-risk working environments, where the overall risk factor has been identified as 15 or above. Where the risk cannot be reduced, we would not schedule a lone worker, and would instead send a minimum of two engineers to complete the works

- Lone working training for all engineers, refreshed annually and covering how to implement lone worker risk assessments and apply control measures and the principles of prevention on an ad-hoc basis where necessary
- In-depth site inductions will cover lone working, including access and egress, emergency procedures and points of contact

An automated lone worker monitor system is used to alert us to any lone working engineers who

Conflict management

Risk factors for violence are assessed according to the type of environment that engineers are expected to work in, both in lone worker scenarios and within teams. These are documented within each risk assessment, and consider possible causes of conflict, such as dealing with people under stress or under the influence of substances. To mitigate the risk of confrontational behaviour leading to aggression or violence, engineers receive specialist training on conflict management. It offers guidance on how to remain courteous and maintain clarity of thought when confronted with aggressive behaviour, and how to successfully a) diffuse a situation and b) avoid any violence until assistance arrives. In line with our duty to provide sufficient training on reducing risk as part regulation 13 of the Management of Health and Safety at Work Regulations 1999, this training is refreshed annually. In conjunction with risk assessments, it enables us to schedule lone workers in low-risk environments if it has been identified as necessary, with a suitable framework of risk assessment, risk management and safety control measures in place.

Controlling risk of exposure to asbestos

All works relating to asbestos-containing materials are outlined within our dedicated asbestos policy, which is reviewed annually by our health and safety advisor, to ensure on-going compliance with legislation and HSE guidance. It outlines procedures for controlling risk of exposure by a) avoiding work with licensed asbestos and b) applying effective control measures and best working methods with non-licensed asbestos. Specifically, the policy has been designed to comply with the **Control of Asbestos Regulations 2012** on a clause-by-clause basis.

- practices to engineers. These will be maintained on file and disseminated to engineers in hard copy and digital format via their PDAs prior to works
- Fully **inducting** engineers onto a site where any ACMs have been identified, to further demonstrate how to implement the recommendations of the method statement
- Minimising risk of exposure through **safe working methods**. As communicated within training and method statements, all work is carried out in accordance with the requirements of the HSE's HSG264 guidance (*Asbestos: the survey guide*).
- **Personal/respiratory protective equipment (PPE)**. As per the **hierarchy of control**, the use of PPE is the final resort when considering reducing exposure to asbestos. To be effective, it is only applied in conjunction with other risk management measures, such as reducing exposure times and/or appointing licensed companies to encapsulate or part-remove the substance before works begin.

Workplace accidents, incidents and near misses

In line with our duty of care to employees and non-employees under sections 2 and 3 of the Health and Safety at Work Etc. Act 1974, we record, attend to, resolve and act upon all safety-based accidents, incidents or near misses. The process closely resembles the *plan, do, check, act* cycle, as it

requires evidence gathering, affecting a response, monitoring performance and using the lessons to continually improve.

SECTION 8

MINUTES OF PRE-CONTRACT MEETING DATED 25 FEBRUARY 2018

Minutes of Pre-Contract Meeting



Gateway Housing Association - Term Maintenance Contract Sheltered Housing (Warden Call, Door Entry, Access Controls, CCTV, Automatic Doors and Powered Gates)

Held on Monday, 25 February 2019 at 11.30 am

Venue: Gateway Housing Association Housing Offices at Mile End Road

Present	Email Address
Mr E Ehiorobo, Gateway Housing	Edward.Ehiorobo@gatewayhousing.org.uk
Mr J Gilbert, Gateway Housing	john.gilbert@gatewayhousing.org.uk
Ms N Kurakina, Gateway Housing	natalya.kurakina@gatewayhousing.org.uk
Ms R Pierre Louis, Gateway Housing	Rosemary.PierreLouis@gatewayhousing.org.uk
Ms S Mills, Gateway Housing	Sharon.Mills@gatewayhousing.org.uk
Mr M Ashby, SEA	Mark@sea-systems.co.uk
Mr K Vickers, SEA	Kevin@sea-systems.co.uk
Mr P Marsh, calfordseaden LLP	pmarsh@calfordseaden.com
Mr S Gray, calfordseaden LLP	sgray@calfordseaden.com
Apologies	
None	
Copies to those present	

Action

1. INTRODUCTIONS

1.1 All parties were introduced to the meeting.

2. QUERIES - ITT DOCUMENTS

2.1 It was confirmed at the meeting that the Contract comprised of an all inclusive comprehensive arrangement for Warden Call, Door Entry and Access Controls.

Other elements such as CCTV, Automatic Doors and Powered Gates were based on a fixed cost for servicing activities with repairs on a Schedule of Rates basis. It was also noted that the Contract incorporates Asset Collection at commencement of the Contract.

2.2 SEA confirmed that they had no queries relating to the Tender Documentation other than the points discussed and clarified in Section 2.1.

3. AWARD OF CONTRACT

3.1 Gateway Housing Association confirmed that all necessary internal approvals have been provided and they are in a position to enter into Contract with SEA.

3.2 Gateway confirmed that Contract Documents must be prepared and signed by both parties prior to the start date. See also Section 15 of Minutes.

Action

4. DRAFT CONTRACT INSTRUCTION NUMBER ONE

4.1 It was agreed that calfordseaden would draft on behalf of Gateway an initial Contract Instruction. This will then be issued by Gateway in their role as Contract Administrator. **CS / Gateway**

4.2 Gateway confirmed at the meeting that there were two additional properties which would be added and these are Peter Best House, E1 2AF and Crosby House, E14 3NN.

5. CONTRACT START DATE

5.1 It was confirmed that the Contract Start Date would be 01 April 2019.

6. CONTACT SCHEDULE - SEA

6.1 SEA confirmed at the meeting that they had a single 24 hour number and this is diverted to the on-call Engineer out of hours.

6.2 SEA also confirmed that they would issue a copy of their escalation schedule and additionally they have a generic email address for general queries.

6.3 It was confirmed that Kevin Vickers would be the SEA representative at Review Meetings.

6.4 SEA to forward a schedule of relevant contact details to calfordseaden so that this can be collated on a contact list for the Contract. **SEA**

7. CONTACT SCHEDULE – GATEWAY (CONTRACT ADMINISTRATOR)

7.1 Gateway set out the structure within their Property Services Team at the meeting and confirmed that John Gilbert would be the main point of contact for day-to-day matters and he would be supported by Natalya Kurakina in relation to admin support.

7.2 Gateway also confirmed that works orders would be issued by their DLO, Home Works.

7.3 Gateway also confirmed that they were due to appoint a new out of hours Service Provider and these should be in place during March 2019.

7.4 Gateway finally confirmed that there is a dedicated email address relating to invoicing.

7.5 Gateway to forward through a schedule of contact details so that these can be incorporated on a master schedule. **Gateway**

8. CONTACT SCHEDULE – CALFORDSEADEN

8.1 It was confirmed at the meeting that Paul Marsh would be the main point of contact for calfordseaden.

Action

- 8.2 It was confirmed that calfordseaden's role was to provide both technical and commercial support to Gateway for the various M&E Service Contracts in place.
9. **SITE BASED CONTACTS**
- 9.1 Gateway to arrange for an up to date Schedule of Scheme Co-ordinators to be issued. **Gateway**
- 9.2 In addition to this access codes, fobs, etc., will also be provided on a Schedule for the various properties on Contract. **Gateway**
- 9.3 It was confirmed that a Sheltered Scheme Co-ordinator does not necessarily have to be on site when SEA undertake repairs in communal areas. However, arrangements for PPM Service Visits are best arranged through the Scheme Co-ordinator so that access is available to individual flats.
- 9.4 Information to be made available to SEA in relation to the Care Line Provider. **Gateway**
- 9.5 Escalation procedures are to be discussed at the initial Progress Meetings to deal with emergency situation and the actions required on the various parties involved. **ALL**
10. **INVOICING AND PAYMENTS – PROCESS**
- 10.1 It was noted that invoicing is monthly in arrears.
- 10.2 Gateway confirmed that works orders are required in all cases for repair invoices.
- 10.3 Gateway noted that retrospective works orders should be sought in relation to any out of hours calls.
11. **GATEWAY – SUPPLIER INFORMATION**
- 11.1 Gateway to forward to SEA their new Supplier Form which needs to be completed prior to Contract commencement. **Gateway / SEA**
12. **CHARGEABLE WORKS - PROCESS**
- 12.1 Gateway confirmed that where works are chargeable, these may be completed up to a self-authorised £250 inclusive of VAT limit.
- 12.2 Where the value of works requires additional instructions, requests are to go to John Gilbert with a copy to Natalya Kurakina and also the Asset Management generic email address.
13. **SEA**
- 13.1 SEA to forward through a Schedule which covers details of engineers, DBS check confirmation, details of asbestos awareness training, together with copies of generic Risk Assessment and Method Statement. **SEA**

Action

- 13.2 SEA confirmed that they utilised a Specialist Sub-Contractor; Moores Security for powered gates.
14. **REPORTING – CALL-OUTS/PPM**
- 14.1 It was noted that completion dates needed to be provided via the Active H portal to allow for reporting to be provided through Gateway’s software, Active H. Gateway will provide a training session in relation to this. **Gateway**
- 14.2 Reporting requirements for SEA are incorporated within the ITT Documents and these cover both Responsive Maintenance and Servicing Activities. **SEA**
15. **CONTRACT DOCUMENTS**
- 15.1 calfordseaden to prepare Contract Documents for signing by both parties.
- 15.2 The Contract Documents will initially be issued to SEA for signing week commencing 04 March 2019. **CS**
16. **HEALTH & SAFETY**
- 16.1 Gateway advised at the meeting that there were no “At Risk” properties at Sheltered Schemes. Further check however to be undertaken through Active H. **Gateway**
- 16.2 Gateway confirmed they had a safeguarding system in place and where issues are identified, these should be reported back through the relevant Scheme Co-ordinator.
17. **ASBESTOS REGISTERS**
- 17.1 Gateway advised that these would be available to SEA via a dropbox arrangement. **Gateway**
18. **FREQUENCY AND DATES OF PROGRESS MEETINGS**
- 18.1 It was agreed for the first quarter that meetings would be held monthly and this will be for April, May and June 2019.
- 18.2 Thereafter, meetings will be revert to a quarterly basis. Gateway to confirm date of initial meeting. **Gateway**
19. **ANY OTHER BUSINESS**
- 19.1 SEA advised that all engineers had photo ID dates, an example of these was tabled at the meeting.
- 19.2 SEA to forward through a jpeg of their logo so that this can be included with communications data. **SEA**
- 19.3 Gateway advised that they have a new Customer Services Charter. Copies to be made available to SEA in due course. **Gateway**

Minutes of Pre-Contract Meeting

Action

- 19.4 Parking was discussed and Gateway confirmed that this is available at the majority of the schemes with the exception of Mandela House. SEA to forward through vehicle details so that Gateway can notify car parking company. **SEA**
- 19.5 Gateway confirmed that satisfaction surveys were undertaken by an independent organisation for a selection of orders where repairs are carried out within individual flats.
- 19.6 A discussion took place concerning the three sites to be incorporated as the pilots for the Asset Collection. It was agreed at the meeting that these would include Peter Best House and Crosby House. SEA to advise on selected third property. **SEA**
- 19.7 Warden Call Smoke Detectors: This is to be covered in terms of the Asset Collection. This will identify where detectors are linked directly to warden call equipment. This is to be identified as part of the Asset Surveys and SEA agreed to "blue dot" any devices which they cover in relation to servicing.
- 19.8 Gateway requested that SEA identify any requirements for portable appliance testing in relation to the equipment covered by the Contract. SEA to review as part of Asset Collection. **SEA**
- 19.9 A discussion took place regarding working on 240 volt smoke detectors. SEA confirmed that they have capabilities to do this, but this does not necessarily cover all operatives.
- 19.10 KPIs: These were identified within the ITT Documents and it was noted that reporting against these KPIs would be identified through Gateway's software, Active H.
- 19.11 Programming of fobs was discussed. SEA to review current status in terms of capacity, approach to programming, etc., as part of the Asset Surveys. **SEA**
- 19.12 A discussion took place concerning assets covered by this Contract being digitally enabled. SEA agreed to cover this as part of the Asset Survey exercise. **SEA**
- 19.13 It was noted that the incumbent Contractor has been in place for circa 10 years and therefore all parties should recognise that there is a major change process in terms of the changeover of Contract arrangements.
- 19.14 Gateway to advise on properties such as Vic Johnson House which is currently in defects and also Northleigh House which is part of William Guy Gardens. Both of these properties are likely to be added to the Contract in some manner at a future date. **Gateway**