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**CONTRACT**

**IPSWICH BOROUGH COUNCIL**

**CENTRAL HEATING INSTALLATION,**

**BOILER REPLACEMENT AND**

**BOILER REPLACEMENT & UPGRADE**

Ipswich Borough Council

Grafton House

15-17 Russell Road

Ipswich

Suffolk

IP1 2DE

November 2015

[](https://www.ipswich.gov.uk/)

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IPSWICH BOROUGH COUNCIL

CONTRACT for

GAS CENTRAL HEATING INSTALLATION

GAS BOILER REPLACEMENTS

INCLUDING:

1. INTRODUCTION
2. PROJECT PARTICULARS
3. CONDITIONS OF CONTRACT
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11. **INTRODUCTION**

**1.1 IPSWICH BOROUGH COUNCIL**

Ipswich Borough Council is the largest landlord in Suffolk providing management and maintenance to approximately 8550 rented homes located throughout the town. Our properties include a mix of bungalows, flats, houses and sheltered housing schemes, summarised as follows:

As at November 2015

|  |  |
| --- | --- |
| Flats | 3137 |
| Houses | 4333 |
| Bungalows | 525 |
| Sheltered | 555 |
| Total | 8550 |

Ipswich Borough Council is committed to providing a quality service with an active involvement from our tenants in the development, delivery and review of the services.

In addition, Ipswich Borough Council is highly committed to staff training and development. This commitment is demonstrated through a comprehensive induction process, ongoing staff training and development programmes to Investors in People Award standard.

* 1. **AIMS AND OBJECTIVES**

It is the intention of Ipswich Borough Council to enter into a partnership with a proven Contractor to deliver a comprehensive customer focused best value gas central heating and boiler replacement programme.

As part of delivery of the Programme, Ipswich Borough Council will also aim to actively involve tenants in the development, delivery and review of services provided.

This contract is intended to provide our tenants with a quality improvement service offering both peace of mind and best value.

* 1. **DECENT HOMES**

An important element in maintaining our decent homes is the installation of a high quality energy efficient gas central heating. We have been installing new central heating installations for many years but still have a large number of properties in need of new or replacement central heating systems. This includes an ongoing need to replace faulty and poor performing central heating boilers and whole systems that are beyond economic repair.

* 1. **OFFICES**

The Surveying Services team will be responsible for overseeing this contract and are located at the following address:

Ipswich Borough Council

Gipping House

7 Whittle Road

Ipswich

Suffolk

IP2 0UH

Tel: 01473 432782

1. **PROJECT PARTICULARS**

**2.1 THE PROJECT**

Domestic Gas Central Heating Programme / Boiler Replacement or Boiler Replacement + Upgrade

**NATURE DESCRIPTION AND QUANTITY OF WORK:** This project, which shall be known as ‘The Service’, embraces the following general areas of work:

1. **Gas Central Heating Installation**
2. **Gas Boiler replacement**
3. **Gas Boiler Replacement & System Upgrade**
   1. **LOCATION**

The Service will mainly be provided for Council tenants within the Ipswich boundary on homes managed by the Surveying Services team of Ipswich Borough Council.

The number of Council owned dwellings and buildings will change during the Contract Period, therefore the Council accepts no liability as a result of a reduction or increase in the number of properties contained within the contract any similarly and consequential effect upon the amount of works that will be ordered.

* 1. **USE OF THE SITE**

The Contractor shall not use the site for any purpose other than carrying out the Works.

* 1. **CONTRACT PERIOD**

The contact period shall be for **four years** starting on **1st May 2016**, subject to the termination clauses detailed below. The contract period is subject to adequate funding being available to the Council to support the full term. The Contract year shall be deemed to be each calendar year starting from **1 May 2016** and each year commencing on the anniversary of the contract start.

The Council may extend the contract period by not more than two years on a year to year basis (i.e. 4 years / +1, +1) by giving the Contractor not less than three months notice in writing prior to the expiry of the initial contract period.

* 1. **VOLUME OF WORK**

It is stressed that the total volume of work which the Council will be able to commission during the Contract period cannot be determined in advance. The following should be used for guidance only:

Year 1 approximately 500 installs

Year 2 approximately 500 installs

Year 3 approximately 500 installs

Year 4 approximately 500 installs

No guarantee is given that either any or a specific quantity of work will be awarded to successful tenderers.

* 1. **EMPLOYER**

Ipswich Borough Council

Grafton House

15-17 Russell Road

Ipswich

IP1 2DE

* 1. **THE CONTRACTOR**

The Contractor

* 1. **CONTRACT ADMINISTRATOR (hereinafter referred to as ‘CA’)**

Principal Surveyor

Ipswich Borough Council

Gipping House

7 Whittle Road

Ipswich

IP2 0UH

Where not otherwise stated, functions, rights and powers conferred by this contract upon the Council, shall be exercised by the Contracts Administrator. The Contractor shall in no circumstances question the extent of authority of any person nominated by the CA to act on his behalf.

* 1. **PRINCIPAL DESIGNER**

Principal Designer

Ipswich Borough Council

Gipping House

7 Whittle Road

Ipswich

IP2 0UH

* 1. **TENDER EVALUATION**

Tenders will be assessed as to which is the most economically advantageous, having regard to price and quality.

In assessing quality the following will be taken into account:

* The resources which the tenderer proposes to devote to the Contract
* The methods of work
* The experience of the tenderer and its staff assigned to the contract
* Quality of method statements
* Health and safety

Tender Submissions; tenders will be assessed through the use of comprehensive evaluation mechanisms that will score the responses according to a 70% cost 30% quality weighting.

The quality of the tenderer’s bid will be primarily assessed using the tenderer’s submitted method statements. Each method statement will attract an equal proportion of the marks and will be assessed by how closely the proposals address the stated objectives.

The cost element of the tender will be evaluated based on various value for money considerations.

Following a preliminary evaluation of the tender submissions the Council may require certain tenderers to attend an interview. The Council reserves the right to exclude tenderers prior to interview based on its preliminary evaluation of the submissions, bearing in mind in particular the weighting given to cost in the evaluation criteria. The interview will comprise of a presentation by the tenderer in response to questions (issued prior to the interview). The interview panel will comprise of key stakeholders associated with the contract.

* 1. **SELECTION OF THE CONTRACTOR**

As part of the selection process, it will be the responsibility of the Contractor to demonstrate its capability of meeting the requirements outlined within this Invitation to Tender Document. The Council does not bind itself to accept any tender.

**3.0 CONDITIONS OF CONTRACT**

**3.1 PARTIAL DETERMINATION**

Where the Contractor persistently defaults in one or more areas of the contract, the CA may decide to effect partial determination of the contract.

Should this occur the Council will give the Contractor not less than twenty-eight days’ notice in writing determining that part of the contract in which the Contractor has persistently defaulted. This action is without prejudice to any other rights available to the Council, and the Council shall not be bound to make further payment to the Contractor regarding the defaulted area of work.

* 1. **TERMINATION**

If any of the following events occur then in any such circumstances the Council may terminate the Contractor’s employment by notice in writing having immediate effect: that is, if the Contractor

* Become bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme approved in accordance with the Insolvency Act 1986
* Has an application made under the Insolvency Act 1986 to the court for appointment of an administrator;
* Has a winding up order made;
* Has a liquidator, receiver or manager of its business or undertaking duly appointed;
* Has an administrator appointed under the Insolvency Act 1986
* Has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;
* Is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, manager or administrative receiver, or which entitle the Court to make a winding up order;
* Ceases to maintain Gas Safe registration or licence, which is required in order to carry out the work under this contract.
* Fails to comply with two Default Notices issued at any time during the contract period in accordance with Condition 3.12

If the Contractor’s employment is terminated the Council shall:

* Cease to be under any obligation to make any further payment to the Contractor until the costs, loss and/or damage suffered by the Council as a result of the termination shall have been calculated and such calculation shows a sum due to the Contractor;
* Be entitled to repossess any of its equipment, materials, clothing or other goods loaned or hired to the Contractor ;
* Be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof;
* Be entitled to deduct from any sums due from the Council to the Contractor, or to recover from the Contractor as a debt, any loss or damage to the Council resulting from the termination. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contractor’s employment and in making alternative arrangements for the provision of the Services;
* When the total costs, loss or damage resulting from the termination of the Contractor’s employment have been calculated and deducted from any sums which would have been due to the Contractor, any balance remaining will be due to the Contractor.
  1. **WAIVER**

Failure by the Council at any time to enforce or require performance within the provisions of the contract shall not be construed as a waiver of any such provision and shall not affect the validity of the contract or any part thereof or the right of the Council to enforce any provisions in accordance with its terms.

* 1. **FORCE MAJEURE**

Both parties shall be released from their respective obligations in the event of a national emergency, war or prohibitive governmental regulation which makes further performance of the contract impossible, and the Council shall then pay to the Contractor all arrears of payments.

* 1. **NOTICES**

Any notice to be given to the Contractor under the terms of the contract shall be served by sending it by post to or leaving it at the Contractor’s principal place of business or its registered office.

Any notice to be given to the Council under the terms of the contract shall be served by sending it by post to or leaving it at the Council’s principal place of business addressed to the Head of Surveying Services.

* 1. **CUSTOMER CARE**

The Council is committed to a policy of customer care, and believes that excellent customer care is essential to the delivery of a consistently good quality service. The Contractor shall support the policy in the performance of this contract.

The Contractor must comply with the reasonable requirements of the Council in relation to customer care and must ensure that everyone engaged in the provision of the Service at all times observes high standards of courtesy and consideration to the public in order to maintain the Council’s image and reputation.

The Contractor must appreciate that the work is in occupied properties and therefore the selection of operatives must be made with this in mind. A lack of respect for tenants’ or occupants’ wishes and of consideration for their possessions shall under no circumstances be tolerated. The Council reserves the right to instruct the removal of any person who fails to adhere to good customer care and the Contractor shall promptly comply with any such instruction at no cost to the Council. The Contractor shall indemnify the Council against any liability to any such person incurred as a result of such an instruction.

In particular the Contractor shall:

* Treat all service users with courtesy and respect.
* Give equally good and relevant treatment to all people.
* Build the Service around the needs of the customer.
* Develop good communication systems.
* Train staff to deliver the Service in accordance with the terms and conditions of the contract.
* Monitor its own performance.
* Have a complaints procedure that is clear, aims to deal with complaints quickly, and contains a means of redress in the event of mistakes. This complaints procedure must be in line with the Ipswich Borough Council complaints procedure.

Furthermore the Contractor shall:

* Acknowledge all letters within three working days.
* Complete a full investigation of any complaint and respond where required within 14 days.
* Correspond using clear and plain language.
  1. **TENANT LIAISON**

A member of the Contractor’s senior site management team shall be appointed for the express purpose of liaising with the tenants/occupiers as well as the CA. The person appointed shall remain constantly available during all normal and any authorised extended working hours, and be reasonably expected to be available to meet the CA within one hour of request.

The Contractor shall ensure that the Liaison Officer carries out the following duties :

* 1. Visit each property prior to commencement of the works to agree start/completion dates and working hours.
  2. Keep the tenants informed of any changes to the programme.
  3. Contact each tenant a minimum of 24 hours prior to the starting of the works to give them the notice required should they need to move furniture, fixtures and fittings.
  4. Agree with the tenant the locations of the key components of the installation.
  5. Agree with the tenant the locations where rubbish can be stored prior to collection.
  6. Agree with the tenant for the delivery of materials (where applicable) or alternative arrangements where prior delivery is not suitable.
  7. Agree with the tenant the arrangements for using their electrical and water supplies where no other alternative is available, and the method/amount of compensation for doing so.
  8. Agree with the tenant for the lifting of carpets, vinyl flooring, laminates etc. and for the moving of furniture and valuables.
  9. Arrange for the instruction of the tenant in the correct use of the system.
  10. Agree a timescale with the tenant for any snagging, decorating or making good works to be undertaken.
  11. Investigate and deal with all tenant complaints and claims for damage to the property or possessions.
  12. **TENANT IN OCCUPATION**

The tenants/occupiers are likely to remain in occupation during the duration of the works and great care should therefore be taken to ensure that any inconvenience resulting from the works is kept to an absolute minimum. In particular the Contractor shall allow for complying with the following specific requirements:

1. Maintenance of toilet facilities at all times.
2. Maintenance of drinking water suppliers at all times.
3. Maintenance of washing facilities allowing for limited disruption and always returned for use overnight.
4. Maintenance of cooking facilities allowing for limited disruption and always returned for use overnight.
5. Provision of temporary heaters and hot water where a disruption of the existing heating system would cause the tenants/occupiers discomfort.
   1. **SURVEYS**

The Contractor shall carry out a survey of each property prior to installation

The survey of the property prior to installation is an important stage of the contract and is considered key to fully informing the tenant of the process of installation and thus preventing problems occurring once the works are underway. It also provides the ideal opportunity to discuss any unusual circumstances or recommendations with the CA and receive instructions on how best to proceed.

The survey shall include in the case of full central heating installation the production of a sketch plan for each property showing the following information:

1. Boiler type, size and location
2. Radiator size and location
3. Flue type
4. Any agreements for the use of tenants’ electricity
5. Any agreements for moving of furniture, fixtures and fittings
6. Any agreements for the storage of materials prior to commencement

The survey sketch plans are to be initialled or signed by then tenant to signify their agreement. The sketch plans are to be kept on file by the Contractor for inspection by the CA at reasonable request.

* 1. **COMMUNICATION**

The success of the contract is very much dependent upon good communication with both the tenant and the Council’s CA. The importance to communicate all issues at all times with any interested party cannot therefore be over-emphasised.

The Contractor is to ensure that it has all necessary forms of communication available to enable contact at all times with its operatives carrying out the Services and functions of the contract. This communication is to be two-way and will be sufficient to adequately relay instructions and receive information.

Electronic communication (email) is an acceptable form of written communication/ instruction.

* 1. **DEFAULT IN PERFORMANCE**

It is anticipated that both parties will have a relationship where defaults in performance can be readily discussed and a quick solution applied through negotiation, openness and a desire to provide a high quality service.

However where the CA considers this approach is not resolving an issue, or that the default requires a more formal approach, and the CA is satisfied that the Contractor has failed to undertake its services and works in accordance with the obligations listed below, the CA can issue a Rectification Notice, which will be in the prescribed form as detailed in the attached appendices.

If the Contractor fails to rectify the default in accordance with a Rectification Notice within the time stipulated or to a standard acceptable by the CA, then the CA may issue a Default Notice which will be in the prescribed form as detailed in the attached appendices.

Where the CA considers that the failure of the Contractor to undertake its service and works in accordance with the provisions of the contract is of a more serious nature then the CA may issue a Default Notice and dispense with the need for a Rectification Notice.

Where the Contractor fails to carry out the instructions of a Default Notice to either the satisfaction of the CA or within the time period stipulated, then the CA may make alternative arrangements to rectify the omission or failure using other Contractors. The costs and the charges incurred by the Council in carrying out any remedial works shall be deducted from the Contractor’s monthly payment together with the administration costs associated with the engaging of an alternative contractor.

A deduction may be made by the CA from the monthly payment due to the Contractor in respect of the number of Rectification and Default Notices issued in a set period, unless the CA in his absolute discretion decides to the contrary, in accordance with the following table of payments.

|  |  |
| --- | --- |
| Rectification Notices in any one calendar month | Deduction from payment due |
| 1 to 2 inclusive | £100 per notice |
| 3 to 5 inclusive | £150 per notice |
| more than 5 | £200 per notice |

|  |  |
| --- | --- |
| Default Notices in any one calendar month | Deduction from payment due |
| 1 to 2 inclusive | £250 per notice |
| more than 2 | £500 per notice |

The CA may issue a Rectification Notice in any of the following circumstances :

* 1. Failure by the Contractor’s staff to wear approved uniforms or to carry identity cards
  2. Failure by the Contractor to lay adequate dust sheets and protect the tenant’s fixtures, fittings and possessions
  3. Failure to comply with Ipswich Borough Council complaints procedure
  4. Discourteous behaviour by the Contractor towards the tenant and/or occupant
  5. Failure by the Contractor to comply with safety regulations or agreed working practices
  6. Failure by the Contractor to rectify poor workmanship or the use of substandard materials
  7. Continuing failure to achieve target timescales for completion of installations with particular regard to Category 1 installations
  8. Failure to maintain the web based computerised programme or to rectify IT related failures within a reasonable period of time
  9. Failure to provide an emergency attendance as part of the out of hours emergency service
  10. **DEFAULT NOTICES / RECTIFICATION NOTICES**

The Council shall be entitled to issue the Contractor with a Default Notice should the Contractor perform its duties or carry out its functions, or any part of them, in a manner or to a quality that causes serious concern to the Council. Any such Default Notice will be issued in writing, clearly stating that it is a Default Notice, and be signed by the CA.

Where the Contractor is in receipt of a Default Notice, the Contractor may be required to attend a meeting at a time and location stipulated by the CA, to discuss the matter or matters giving rise to the Default Notice.

In the event of the Contractor receiving two Default Notices, the Council shall be entitled to terminate the Contract.

A Rectification Notice will be applied for less serious issues, with a penalty cost to the Contractor. The reason for the Rectification Notice will be discussed prior to the issuing of the Rectification Notice to try to resolve the issue before a penalty charge is served.

* 1. **ARBITRATION**

Either party may at any time refer any dispute arising under this contract for adjudication in accordance with the adjudication provisions of the Scheme for Construction Contracts. The adjudicator shall be nominated in default of agreement by the Royal Institution of Chartered Surveyors.

All disputes, differences or questions between parties to the contract, other than a matter to which the CA’s decision is final and conclusive, shall be referred to an arbitrator agreed upon by both parties. Where agreement cannot be made on the selection of an arbitrator, the arbitrator will be nominated on the application of either party by the President or a vice president for the time being of the Royal Institution of Chartered Surveyors and the process is to be conducted in accordance with the Arbitration Act 1996.

* 1. **EXTERNAL INVESTIGATIONS**

If the local government ombudsman, an ethical standards officer or any other person with statutory functions to regulate, investigate or assess the performance of the Council or any of its services (including individual cases) asks the Contractor to co-operate with any such investigation or assessment then the Contractor must co-operate insofar as it is reasonably able to do so at its own expense.

* 1. **COMPLAINTS**

If the Contractor is the subject of, or associated with, a complaint from a tenant, councillor, ombudsman or other relevant party, then the Contractor must co-operate fully by attending interviews, producing any requested documents and answering all questions accurately and comprehensively at its own expense.

The Contractor shall abide by the terms, conditions and standards of the Ipswich Borough Council complaints procedure. A copy of which can be found within the appendices.

Complaints could be made to either the Council or Contractor’s representatives and in both circumstances these will be deemed as official complaints. All complaints made shall be recorded by the Contractor, which must contain the full details of the complaint and the action taken, and a copy must be made available to the CA at the progress meetings.

* 1. **COMPENSATION**

If the Council, after consulting the Contractor, decides that as a result of the actions (or failure to act) of the Contractor a tenant ought to be paid compensation, then the Contractor shall agree the amount of such compensation in writing with both the Council and the tenant and pay it in full within seven days of making the agreement. Where the extent or settlement of compensation cannot be agreed the Contractor will enter into discussions with an agreed mediator, or nominate a legal representative to deal direct with the tenant’s own representative.

All offers of compensation must be agreed first with the CA prior to the offer being made.

* 1. **METHOD OF REVIEW**

For the second and subsequent years of the contract period the Schedule of Rates shall be increased or decreased on the review day by a percentage equivalent to the percentage change in the Building Cost Information Service (BCIS) M & E Cost Index for the most recent 12 month period for which figures have been published at the review date.

The review date shall be one calendar year from the date of the start of the contract (the first anniversary) and subsequently on every anniversary after that date. Any increase will be applied to the first payment following the review date.

If the basis of computation of the BCIS M & E Cost Index shall change, then the replacement system of computation will be applied.

* 1. **CONTRACTORS ACCOUNTS**

The Contractor shall permit the CA to inspect such of his books and accounts and other records as relate to the contract upon request and upon reasonable notice being given.

* 1. **RECORDS AND STATISTICS**

The Contractor must have an independent Health and Safety audit carried out annually and allow the CA access to inspect and copy these records at anytime

The Contractor shall keep a copy of all the necessary prescribed records as laid down in the contract, and allow the CA access for inspecting and copying these records at any time.

The nature and business of Local Authority Landlords demands regular reporting and publication of performance statistics. The Contractor shall therefore provide all such statistical information as the CA may reasonably require.

* 1. **INSPECTIONS**

The Contractor shall allow the CA to inspect all work carried out on his behalf and to monitor works in progress. The Contractor shall, if instructed, supply the CA with any defective parts and components deemed by the Contractor to be in need of replacement, and these should be delivered to the CA in a manner which identifies the property location from which the part or component was removed.

The Contractor is to assist the CA to inspect any part of the works and is to make all necessary arrangements to open up works for inspection if the CA so requires and to reinstate the same following such inspection unless instructed otherwise. The cost of opening up and reinstating the work will be borne in full by the Contractor where deemed reasonable by the CA

* 1. **METHOD STATEMENTS**

The Contractor must carry out work in accordance with any method statements approved by the CA. The CA and the Contractor may from time to time agree to vary the method statements. (Appendix 5)

* 1. **SUBSTITUTE PRODUCTS**

If the Contractor wishes to substitute products of different manufacture to those specified, details must be submitted with the tender giving reasons for each proposed substitution. Substitutions which have not been notified at tender stage may not be considered. Substitutions sanctioned by the CA will be subject to the verification requirements of the materials and work generally section of this contract.

The Contractor will be encouraged to investigate and suggest alternative products, materials or working practices which will improve the service to the tenant and provide the Council with improved best value. Alternative products, materials or working practices sanctioned by the CA will be subject to the verification requirements of the materials and work generally section of this contract.

* 1. **INSURANCES**

Before starting work on site the Contractor shall submit documentary evidence and/or policies and receipts for the insurance required by the Conditions of Contract.

* 1. **INSURANCE COVER AND CLAIMS**

If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, the Contractor shall forthwith give notice in writing to the Council, the CA and the Insurers. The Contractor shall indemnify the Council against any loss which may be caused by failure to give such notice.

The Contractor shall fully indemnify the Council against the injury to, or death of, any person, or loss of, or damage to, any property including property belonging to the Council except to the extent that such injury loss or damage may arise out of the act, default or negligence of the Council, its employees or agents.

The Council shall fully indemnify the Contractor against the injury to, or death of, any person, or loss of, or damage to, any property including property belonging to the Contractor arising out of the negligence of the Council or any breach by the Council of its obligations under this contract or any statutory duty, except to the extent that such injury loss or damage may arise out of the act, default or negligence of the Council, its employees or agents.

The Contactor shall, at his own cost, insure against any liability for damages or costs in respect of the injury to, or death of, any person, or loss of, or damage to, any property arising out of or in consequence of the Contractor’s negligence or breach of its obligations under the contract.

The insurance in respect of any such personal injury to, or death of, any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person’s employment shall comply with the Employers Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or successor legislation. For all other claims the Contractor shall insure to a limit of indemnity of not less than £10,000,000 in respect of any one incident.

The Council shall not be liable for any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor save and except to the extent that such accident or injury results from or is contributed to by the negligence of the Council, its employees or agents.

The Contractor shall fully indemnify the Council against any liability to any person whatsoever whether in tort or contract arising out of or connected with the performance of the Services or any act or omission of any agent or employee of the Contractor however such liability may arise.

The Contractor shall, at least 14 days prior to the commencement of the contract and annually at renewal, and at any time upon request of the CA, produce a copy of the policies effecting the insurances and certificate from its insurers or brokers confirming that the Contractor’s insurance policies are in force and comply with this contract.

Should the Council become aware of any default by the Contractor in insuring or continuing to insure as provided above, the Council itself may, without prejudice, provide such insurance and may charge the cost of such together with all properly incurred administration costs to the Contractor.

The limit of indemnity of the insurance required under this contract shall apply for the contract period including any extension thereof. of one

**3.25 OWNERSHIP**

Materials removed from council dwellings as a result of the proper provision of the Service are to become the property of the Contractor except where otherwise stated and shall be removed from site as work proceeds.

**3.26 COMPUTERISED PROGRAMME**

The successful programming of the works and the communication of this programme is a key performance area of this contract. A requirement of this contract is the ability to communicate to the various officers of the Council a constantly updated programme to allow as much detail as possible to be passed onto tenants.

The Contractor must produce and implement a web based read only database within three months of the start date of the contract. The Contractor shall be fully responsible for the provision of full and comprehensive IT support for the software element of the system. As a minimum requirement the following apply to the system:

* Updated daily, preferably as a result of downloading handheld data from the operatives, surveyors and supervisors.
* Details all properties included on the programme.
* Shows the status of all properties, i.e. programmed, surveyed, booked in, completed, on hold and cancelled including all relevant dates.
* Differentiates between boiler installs and central heating, cross-referencing where applicable.
* Notes the category of the installation (Category 1, 2 or 3).
* Easy access to records based upon the tenants name and/or address.
* Easy production of data and performance reporting on a number of key performance indicators to be specified by the CA

In addition a weekly list of the programmed works should be provided to the CA detailing the address, works to be undertaken, and the engineers to carry out that work. This list can be sent electronically and must be provided by the end of the Friday preceding the week during which the work is to be carried out

**3.27 PROGRESS MEETINGS**

The CA will hold meetings to review progress and other matters. Meetings will normally be held monthly and the CA will chair the meetings and arrange for the taking and distributing of minutes. The Contractor shall attend all such meetings.

* 1. **GAS SAFE REGISTRATION**

The Contractor shall, at the commencement of the contract, provide the CA with a copy of its Gas Safe registration and all operatives’ Gas Safe ID cards. In addition the Contractor shall provide updated copies on each and every re-issue or amendment. The Contractor shall provide the same details for each new operative employed during the course of the contract.

The Contractor shall ensure that operatives only work on areas of gas work that their qualification and competency allows them to undertake.

All registration details are to be kept in a central location for inspection by the CA with minimum notice. Each operative is to ensure that they carry their current and valid Gas Safe ID cards for inspection by the tenants or the CA at any time when engaged on this contract.

* 1. **ELECTRICAL WORKS**

Contractors working on or installing electrical fittings, appliances or circuits in conjunction with any part of this contract shall be approved and competent in undertaking electrical works.

The Contractor or sub-contractor shall be approved by the NICEIC or ECA and be able to carry out self-certification of the works in accordance with the Building Regulations part P and BS 7671 as amended (the IEE Regulations).

* 1. **APPROVED DOCUMENT P (Electrical Safety)**

Part P applies in England and Wales to fixed electrical installations after the electricity supply meter in dwellings and common access areas in blocks of flats. The Contractor must comply with the requirements of part P through adhering to BS 7671: 2015 (as amended) and the IEE On-Site Guide and Guidance Notes. Provision is to be made for the design, installation and inspection and testing of electrical installations to protect persons against fire and injury.

Scope: Where an electrical installation is provided, extended or altered, sufficient information shall be provided so that persons wishing to operate, maintain or alter the installation in the future can do so safely.

Notification of Work: Under building regulation Part P (1st January 2005, as amended) notification of proposals to carry our electrical installation work in special locations must be made by an approved NICEIC or ECA domestic installer.

* 1. **ESTIMATED COST OF VARIATIONS**

If the CA issues details of a proposed instruction with a request for an estimate of cost, the Contractor shall submit such an estimate without delay and in any case within seven days.

* 1. **MEASUREMENTS**

The CA may reasonably require any work carried out by the Contractor to be measured. The Contractor shall give reasonable notice to the CA before covering up work which the CA requires to be measured.

* 1. **INVOICING AND PAYMENT**

The Contractor shall submit to the Council at the end of each calendar month, commencing one month after the start of the contract, an invoice in a standard form approved by the CA showing the Contractor’s valuation of work undertaken in respect of the contract up to the end of that month including a written statement of VAT payable.

Every invoice shall be accompanied by such of the following documents as are applicable to the work covered by the invoice :

* Practical completion certificates
* Commissioning certificates
* Compliance certificates to Part L 1B of the Building Regulations
* Electrical completion certificates
* Gas certificates
* Warranty details
* Instruction documents
* Such other documentation as the CA may reasonably require.

The Council shall not be liable to pay the invoice until it has received all necessary documentation as detailed above. Subject to the provisions of this condition, full payment may be withheld if any of the documentation is omitted.

The due date for payment of the invoice shall be the 14th day of the following month or fourteen days after receipt of the invoice, whichever is the later.

The CA shall not later than five days after the due date for payment give the Contractor a notice in writing (“the Payment Notice”) stating the amount that (subject to any right to pay less pursuant to a Pay Less Notice) the Council considers to be due to the Contractor in respect of the invoice and the basis on which that sum is calculated. If the Council does not give the Contractor a notice under this condition the Contractor’s invoice shall be the Payment Notice.

Subject to any Pay Less Notice, the Council shall pay the Contractor the amount stated in the Payment Notice within 14 days after the due date for payment. The fourteenth day after the due date for payment shall be the final date for payment.

If the Council intends to pay less than the amount stated in the Payment Notice it shall give the Contractor notice in writing (a “Pay Less Notice”) not later than two days before the final date for payment specifying the amount it intends to pay and the basis on which that amount is calculated.

If the Council fails to pay the amount stated in the Payment Notice or any Pay Less Notice by the final date for payment the Council shall be liable to pay simple interest on the amount which remains unpaid at three per cent over the Base Rate of the Bank of England at the due date for payment from the final date for its payment until the date it is actually paid to the Contractor.

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* 1. **RETENTION**

This contract will not be subject to any retention on monies due apart from that detailed in the occurrence of a disputed invoice or upon termination or partial determination of the contract.

* 1. **VARIATIONS**

The CA may order that any variation shall be executed on a day work basis and the Contractor shall be paid in accordance with the day work rate submitted by him in accordance with his tendered rates. Such variations can be issued by the CA when in his opinion it is necessary for the satisfactory completion and functioning of the contract and Services.

No variation for which payment is to be claimed shall be made by the Contractor without an instruction from the CA except when emergency works are undertaken outside of the Council’s normal working hours. All such orders shall normally be given in writing but can be given orally if such order is confirmed in writing within 72 hours. The Contractor should comply with all such oral orders instantly.

* 1. **PRACTICAL COMPLETION CERTIFICATES**

The Contractor must submit for each completed property a practical completion certificate as detailed in appendix (d). The certificate is to be completed in full and only once all works are entirely complete including any making good.

* 1. **TAXES**

Value Added Tax (VAT), shall be payable in addition to all sums payable to the Contractor pursuant to this contract and the Contractor will be required to issue a VAT invoice each month in accordance with the payment terms and conditions.

The Contractor will at all times be responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any person employed by the Contractor and shall indemnify the Council in respect of any liability in respect thereof.

* 1. **CONTRACTOR’S SUPERVISION**

The Contractor shall give or provide all necessary management and supervision during the performance of the Services, and such supervision and management shall be given by sufficient persons having adequate knowledge of the operations, methods, techniques and hazards likely to be encountered in the satisfactory performance of the Service.

The Contractor, or a competent and authorised agent or representative shall be available to receive on behalf of the Contractor, all directions and instructions from the CA and shall be provided by the Contractor with authority to action these directions and instructions.

* 1. **CONTRACTOR’S STAFF**

The Contractor shall:

* Employ sufficient persons to ensure that the Service is provided at all times and in all respects to the contract standard.
* Employ only such persons as are properly and sufficiently qualified, competent, honest, careful, skilled, experienced, instructed and supervised as the case may be in all respects to the contract standard.
* Pay all its employees and ensure that all those engaged in the performance of the Service are paid not less than a living wage as defined from time to time by the Living Wage Foundation
* Provide the CA upon request with a list of the names and addresses of all employees engaged in the carrying out of the Services together with current copies of all necessary qualifications, such as Gas Safe registration details.
* Ensure that all his representatives carry identity cards at all times in a form approved by the CA and make such cards available for inspection when reasonably required. These identity cards are to be shown on all occasions, without the need for a specific request, whenever entering a Council property as part of this contract.
* Ensure that all his representatives shall at all times be properly attired and presentable in appropriately identifiable uniforms or clothing which shall have been prior approved by the CA.
* Ensure that once works are commenced they shall be executed in a diligent and efficient manner so as to cause the absolute minimum of inconvenience and loss of amenities to the tenants.
* Ensure that his representatives do not comment to the tenants upon the design or efficiency of existing appliances or systems or work to be completed by others, except on matters relating to safety.
* Must not smoke in the dwellings or immediate vicinity of
* Must not work under the influence of alcohol or illegal drugs
* Must not use foul or offensive language
  1. **CONTRACTOR’S STAFF TRAINING**

The Contractor shall ensure that every person employed by him to undertake the provision of the Service is at all times properly and sufficiently trained and instructed with regard to:

* The tasks that person has to perform and relevant equipment to be used.
* The conditions, provisions and expectations of the contract and specification.
* Health and safety matters including asbestos awareness, and safe guarding children awareness.
* The necessity to observe the high standards of courtesy and consideration to the public in order to promote and maintain the Council’s image and reputation.
* The current and likely changes to accepted working practices, technological innovation and legislation.
* The various manufacturers’ appliances and their recommendations working practices.

Documented evidence of employee registration to relevant trade organisations and professional qualifications will be required prior to operatives commencing work within dwellings.

* 1. **CONTRACTOR’S LOCATION**

The Contractor, or a competent and authorised agent or representative is to be constantly available and based within a reasonable distance of Ipswich Borough Council and shall give his whole time to the supervision of the Service.

* 1. **EQUIPMENT, MATERIALS, PLANT AND VEHICLES**

The Contractor shall at all times provide all the equipment and materials as are necessary and appropriate for the proper performance of the Services.

The Contractor shall at their own cost be responsible for the provision of parking permits for all vehicles that will be used whilst carrying out their work during the contract period.

Each operative is to have a suitable works vehicle stocked with the necessary tools, materials and parts to allow the operative to carry out all anticipated works without the need to leave site to obtain additional tools, materials and spare parts (excluding unforeseen works).

Each operative, or at least one on site operative in each installation team, should carry a suitable fire extinguisher.

The Contractor shall ensure that the works vehicles engaged in working on the contract shall be properly maintained and serviced and are presentable in appropriately identifiable livery which shall have been prior approved by the CA. The Contractor will neither be permitted to park vehicles or to store materials on the grassed verge areas or footpaths in the vicinity of the site.

The Contractor will be encouraged to incorporate partnership-based stickers or signs on their vehicles and/or to display them in the vicinity of the property while undertaking work on this contract. The size, type and design of such signs are to be agreed in advance with the CA.

The Contractor shall ensure that wherever possible all operatives use cordless power tools. Use of tenants’ or landlords’ electricity will only be allowed where this is agreed with the tenant and/or landlord prior to commencement of works. The use of generators is not allowed unless no other alternative is possible and then only with prior consent of the CA.

The Contractor shall not store materials and plant in individual tenants’ homes. Arrangements shall therefore be made for the delivery of materials and plant on a day-to-day basis. Any materials and plant which must remain on site overnight must be with the consent of the tenant and must not constitute a hazard or hindrance to the tenant or any visitors to the property. Any damage to the property or garden caused by the delivery or storage of materials or plant shall be promptly made good by the Contractor at his own expense.

* 1. **WORKING HOURS**

Normal working hours shall be between 7.30 am and 6.30 pm Monday to Friday and upon agreement with the CA, certain Saturday mornings as deemed appropriate. Bank holidays are not considered as normal working days. Working hours detailed above are subject to the requirements of the individual tenant’s needs which should wherever reasonable be met. Consideration should also be given to the nuisance afforded to neighbouring properties that certain working hours may inflict.

* 1. **WORK UNDERTAKEN OUT OF NORMAL WORKING HOURS**

All other working hours outside of times detailed above will be considered as out of normal working hours but will not be subject to additional costs. The Contractor shall make available suitable resources for working out of normal hours to provide a comprehensive emergency service.

* 1. **EMERGENCY SERVICE**

The Contractor shall maintain sufficient and suitable competent resources both to accept emergency calls and enquiries and to attend to emergency and essential repairs outside of normal working hours detailed above. This emergency service will also be made available during all national public and bank holidays. The details of the Contractor’s emergency service must be provided to the Council’s out of hours emergency control centre and updated as appropriate.

In the event of an emergency, the Contractor shall ensure that the tenant or their representative has access to a suitably qualified operative who can discuss the problem and make a qualified judgement of whether an engineer should attend immediately or make arrangements to attend the following working day. This service must not be reliant upon a telephone answering machine or mobile communication system which can be subject to delay or interference.

The Contractor shall also maintain sufficient and suitably competent resources to deal with any additional demands caused by incidents of an emergency nature which, it is anticipated, will arise during the normal working hours of the contract.

All works carried out as an emergency will not be subject to an additional charge unless the works resulted from misuse, or misunderstanding by the tenant or as a result of other contractors. Where emergency attendance is deemed not to be the fault of the Contractor the charges will be based upon the schedule of rates day work basis and subject to a 20% out of normal working hours increase. No additional call-out fee will be approved.

* 1. **OTHER IMPROVEMENT CONTRACTS**

The CA may instruct the Contractor from time to time to fit in with requirements of other improvement contracts being undertaken by the Council and to adjust his programme accordingly. Such contracts may include void (empty) properties, kitchen modernisations, disabled adaptations etc., and these contracts on occasion require the installation of the central heating system or boiler replacement to be coordinated with other associated works. The Contractor shall not be entitled to any additional payment as a result of such circumstances.

* 1. **SUB-CONTRACTORS**

The Contractor is prohibited from employing sub-contract labour on any part of this project without the prior written approval of the CA.

* 1. **WARRANTIES**

The Contractor must take advantage of the installation and fault diagnosis courses offered by the boiler manufacturers and the Contractor must become approved by the boiler manufacturer to attend the faults within the warranty period without jeopardising the warranty.

All other component warranties must be managed by the Contractor to ensure that full advantage is taken of the component warranty to reduce the impact on the Council’s maintenance budgets.

* 1. **DEFECTS**

The defects period will commence upon the date of the practical Completion Certificate for the property and will be in force for a period of 12 months from that date. The Contractor must take full responsibility for any defect within this period. Defects to the boiler covered under an extended warranty must also be undertaken by the Contractor as part of the boiler manufacturer’s approved contractor scheme. Any defect considered to be a latent defect discovered beyond the defects period will still remain the Contractor’s responsibility to rectify at their own expense.

Any damage done to the property, its structure or fabric as a result of a leak or any other defect linked to the quality of the installation or materials used shall be the entire responsibility of the Contractor during the defects period. The damage must be rectified by a competent person using materials and workmanship to the satisfaction of the CA.

* 1. **UNSUITABLE LABOUR**

The CA shall be at liberty, by notice in writing to the Contractor, to recommend to the Contractor the discipline of any employee who in the opinion of the CA misconducts himself or is incompetent or negligent in the performance of his duties for fails to conform with any particular provisions regarding health and safety or persists in conduct which is prejudicial to safety or health. The Council shall in no circumstances be liable to either the Contractor or the employee in respect of any liability, loss or damage occasioned by such removal or disciplinary action.

* 1. **ASSIGNMENT AND SUBCONTRACTING**

The Council may assign this contract to any other entity which assumes responsibility for the management of the Council’s housing stock (whether a registered social landlord or not). If the CA requires the Contractor must enter into a new contract with the new housing provider and release the Council from its future liabilities under this contract.

The Contractor shall in no circumstances assign or sub-contract any part of this contract to any person (other than in an emergency) except with the prior consent of the CA. For the purpose of interpreting this paragraph letting a contract to a company which is a subsidiary of the contractor or which shares a parent company shall not be treated as sub-contracting.

* 1. **DATA PROTECTION**

In this condition ‘the Council’s data’ means any personal data for which the Council is the data controller as defined in the Data Protection Act 1998 (as amended).

The Contractor must make sure that in carrying out its obligations under this contract it and everyone else working on its behalf:

* + 1. does not access or carry out any action to (including without affecting those general words copying it or storing it) any of the Council’s data except in accordance with instructions given by the Council;
    2. complies with any instruction given by the Council with respect to the Council’s data;
    3. does not allow any of the Council’s data or any copy of it to leave the EU without the Council’s prior written permission;
    4. does not disclose any of the Council’s data to any other person without the Council’s prior written permission (this sub-paragraph does not prevent the Contractor from disclosing to a person whom it employs and who has a need to access the data in order to perform the Contractor’s obligations under the Contract).

The Contractor must ensure that only reliable and trustworthy staff are permitted to carry out duties under the Contract which may give them access to the Council’s data. The Contractor shall comply with the requirements of any notice given to it by the Council, on reasonable grounds, requiring it not to permit any particular person (whether employed by it or not) to carry out any of its obligations under the contract.

The Contractor shall not access the Council’s data except in accordance with instructions given by the Council and it shall ensure that all data is kept password protected and keep a record of each time the data is accessed.

The Contractor shall ensure that passwords and telephone numbers are not disclosed to any other person (whether employed by the Contractor or not) who does not have a need to know them.

The Contractor shall comply with any codes of practice or guidance issued by the Information Commissioner concerning security of data.

When the contract ends without being renewed (for whatever reason and this term shall survive the termination of the contract) the Contractor shall within 14 days give the Council a list of all the personal data it possesses which has been disclosed to it by the Council. The Contractor shall destroy this data 14 days after the Council has received the list unless before that time the Council has served a notice on the Contractor requiring it to deliver all or part of that data to the Council.

If the Council serves a notice on the Contractor then the Contractor shall within 14 days of receipt hand over to the Council the data specified in the notice (in such format as the Council shall reasonably require) and destroy the rest of the Council’s data.

If the Contractor becomes aware of any inaccuracy in the Council’s data then it shall inform the CA immediately about this.

* 1. **COMPLIANCE**

The Contractor will at all times:

* Comply with the requirements of the Health & Safety at Work Act 1974 and of any other Acts, Regulations or Orders pertaining to health and safety of employees
* Comply with the provisions of the Equality Act 2010 and any amendments thereto or any such Act as may from time to time be in force and shall use all reasonable endeavours to comply with any Code of Practice issued thereunder by the Equality and Human Rights Commission or any successor body thereto

The Contractor shall ensure that everyone involved in providing the Service is at all times familiar with and complies with Suffolk Safeguarding Children Board policies and procedures

During the Pre-Commencement Period, the Contractor shall if the CA so requires review and revise the Contractor’s policies and procedures in the context of the Council’s policies to ensure consistency with the latter. Where appropriate, the Contractor will adapt their policies and procedures to comply with the requirements of the Council’s policies.

* 1. **RIGHTS OF THIRD PARTIES**

For the purpose of the Contracts ( Rights of Third Parties ) Act 1999 the parties to this contract do not intend to confer a benefit on anyone who is not a party to this contract.

**3.55 TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT (TUPE)**

If this agreement effects a service provision change as defined in the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) in respect of the Service or any part of the Service, the Council shall not incur any liability to the Contractor as a result of any inaccuracy or omission in any information supplied to the Contractor by the previous service provider.

The Contractor shall supply to the CA in writing within 21 days of being so requested whether before or after the expiry or termination of this agreement :

* Such information as the CA may reasonably request regarding the costs of employing the personnel engaged in performing the Service ; and
* Such information as the Council may in the CA’s opinion reasonably require for the purpose of tendering future contracts for the Service in order to achieve best value for the Council and to effect a smooth and efficient transfer of the Service including all employee liability information as defined in regulation 11 of TUPE

The Contractor shall warrant that any information supplied under this clause is at the time it is supplied complete and accurate and shall promptly notify the CA in writing if it becomes aware that any of the information is or has become untrue, inaccurate or misleading.

Following the termination or expiry of this contract the Contractor shall indemnify the Council and, if the Council so requests, any replacement contractor who is performing the Service as the result of a service provision change against any liability to or claim by any employee or former employee or other person engaged or previously engaged in performing the Service arising out of any act omission or occurrence prior to such termination or expiry.

During the last 12 months of the Contract Period the Contractor shall not without the prior written consent of the CA (which shall not be unreasonably withheld or delayed)

* Amend or vary the terms of employment (including the remuneration) of any personnel engaged in performing the Service.
* Terminate or give notice to terminate the employment of any such personnel.
* Transfer away or reduce or vary the involvement of any such personnel in the provision of the Service, or
* Recruit or bring in any new or additional individuals to provide the Service or any part of the Service.

**3.56 FREEDOM OF INFORMATION**

The Contractor acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) and shall assist and cooperate with the Council (at the Contractor’s expense) to enable the Council to comply with its disclosure requirements.

The Contractor shall

* Transfer any request for information it receives to the Council as soon as practicable after receipt and in any event within two working days;
* Provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the Council requesting that information; and
* Provide all necessary assistance reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in section 10 of FOIA or regulation 5 of the EIR.

The Council may determine in its absolute discretion whether any information is exempt from disclosure under FOIA or the EIR or is to be disclosed in response to a request for information, and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Council.

The Contractor acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA, be obliged under FOIA or the EIR to disclose information without consulting the Contractor, or following consultation with the Contractor and having taken its views into account.

The Contractor shall ensure that all information produced in the course of or relating to this contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

The Contractor acknowledges that any lists or schedules of confidential information provided by it are of indicative value only and that the Council may nevertheless be obliged to disclose such confidential information under FOIA or the EIR.

**3.57 PREVENTION OF CORRUPTION**

The Council is entitled to cancel this Contract and to recover from the Contractor any loss or damage caused thereby if:

* The Contractor has offered, or given or agreed to give any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or any other contact with the Council;
* Similar acts have been done by any person employed by the Contractor or acting on its behalf (whether the Contractor know about this or not), or
* In relation to any contract with the Council, the Contractor or a person employed by it or acting on its behalf has committed any offence under the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972.

**3.58 TERMINATION UNDER PUBLIC CONTRACTS REGULATIONS 2015**

The Council shall be entitled to terminate this contract by giving the Contractor not less than two months notice in writing if

* the contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations 2015;
* the Contractor has, at the time of contract award, been in one of the situations referred to in regulation 57(1), including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure; or
* the contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the treaty on the Functioning of the European Union.

If the contract is terminated under this condition the Council shall pay the Contractor for the Services carried out up to the date of termination but shall not be liable to make any further payment to the Contractor.

**3.59 NON-PARTNERSHIP**

Nothing in this contract shall create or be deemed to create any agency or partnership between the parties and the Contractor shall not hold itself out as having authority or power to bind the Council in any way.

The Council enters into this contract in its capacity as owner of its housing stock and nothing in this contract shall prevent or restrict the Council in the exercise of any of its functions as a local authority.

* 1. **PRELIMINARIES**
  2. **CORRECTION OF ERRORS**

Any error in description of or omission from the contract documents shall not vitiate the contract nor release the Contractor from the performance of the whole or part of the services or works according to the servicing and maintenance specification or from any of his obligations or liabilities under the contact.

* 1. **DOCUMENTS MUTUALLY EXPLANATORY**

The several documents forming the contract are to be taken as mutually explanatory of one another and in the case of ambiguities or discrepancies the same shall be explained and adjusted by the CA who shall issue to the Contractor the appropriate instructions in writing.

* 1. **TECHNICAL LITERATURE**

The Contractor is required to keep copies of the Manufacturer’s Instructions and current technical literature readily accessible for reference by all supervisory personnel.

* 1. **MAINTENANCE INSTRUCTIONS AND GUARANTEES**

The Contractor shall:

* Retain copies of all maintenance instructions and guarantees delivered with the components and equipment (failing which, the Contractor should obtain), register with manufacturer as necessary and hand all documentation over to the CA on or before Practical Completion.
* Retain copies of manufacturer’s instructions for use when carrying out future servicing and maintenance. These documents are to be kept in a bound form and be available at all times.
* Maintain as part of the Contractor’s database a record of all new parts and appliances to allow the future management of warranties and guarantees and to make full use of these warranty periods to the benefit of both the Council and the Contractor. The Contractor is ultimately responsible for the maintenance of any new part or appliance fitted under this contract and should not allow the manufacturer’s performance in workmanship and response times to fall below the high standards set out within this contract.

The Council will encourage the Contractor to identify and trial alternative parts and appliances which will offer both the Council and Contractor better performance, efficiency, warranty periods and value for money. Only those products approved by the CA can be used by the Contractor.

* 1. **MATERIALS AND WORK GENERALLY**

Where and to the extent that materials, products and workmanship are not fully detailed or specified they are to be of a standard appropriate to the works and suitable for the functions stated in or reasonably to be inferred from the project documents. Materials, products and workmanship should also be in accordance with relevant good building practices.

* 1. **QUALITY OF PRODUCTS**

All products shall be new unless otherwise specified. For products specified to a British or European Standard the Contractor must obtain certificate of compliance from manufacturers when requested.

Where a choice of manufacturer or source is allowed for any particular product, the whole quantity required must be of the same type, manufacture and/or source unless otherwise approved. The Contractor must produce written evidence of sources of supply when requested.

Ensure that the whole quantity of each product required is of a consistent kind, size, quality and overall appearance. Where consistency of appearance is desirable ensure consistency of supply from the same source. Do not use different colour batches where they can be seen together. If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.

* 1. **PROPRIETARY PRODUCTS**

The Contractor shall handle, store, prepare and use or fix each product in accordance with its manufacturer’s current printed or written recommendations. The Contractor is to inform the CA if these conflict with any other specified requirement and should submit copies when requested.

The tender will be deemed to be based on the products specified and recommendations on their use given in the manufacturer’s literature current at the date of tender.

Ancillary products and accessories to be of a type recommended by the main product manufacturer, unless otherwise specified. Where British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

* 1. **CHECKING COMPLIANCE OF PRODUCTS**

The Contractor shall check all documentation and the products themselves to ensure compliance with the project documents. Where different types of any product are specified, check to ensure that the correct type is being used in each location. In particular, check that:

* The sources, types, qualities, finishes and colours are correct, and match any approved samples.
* All accessories and fixings which should be supplied with the products have been supplied.
* Sizes are correct. Where tolerances are critical, measure a sufficient quantity to ensure compliance.
* The delivered quantities are correct, to ensure that shortages do not cause delay in the work.
* The products are clean, undamaged and in good condition.
* Products which have a limited shelf life are not out of date.
  1. **PROTECTION OF PRODUCTS**
* Prevent over-stressing, distortion and other damage.
* Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfiguration, particularly of products exposed to view in the finished work. Keep dry to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement between stored products.
* Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.
* Keep products in their original wrappings, packaging or containers until immediately before they are used. Wherever possible retain protective wrappings after fixing and until shortly before Practical Completion.
* Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.
  1. **SUITABILITY OF RELATED WORK AND CONDITIONS**

The Contractor shall provide all trades with necessary details of related types of work. Before starting each type of work, ensure that:

* Previous work is appropriately complete, in accordance with the contract documents, to a suitable standard and in a suitable condition to receive the new work.
* All necessary preparatory work has been carried out, including provision for services, openings, supports, fixings, damp proofing, priming and sealing.
  1. **GENERAL QUALITY OF WORKMANSHIP**

The Contractor shall ensure:

* Operatives are appropriately competent, skilled and experienced for the type and quality of work and take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
* Operatives are in possession of and/or knowledgeable of the requirements details within this contract.
* Operatives inspect components and products carefully before fixing or using and reject any that are defective.
  1. **WORK AT OR AFTER COMPLETION**
* Make good all damage consequent upon the work.
* Remove all temporary markings and protective coverings.
* Clean the works thoroughly inside and out including all accessible ducts and voids, remove all splashes, deposits, efflorescence, rubbish and surplus materials.
* Cleaning materials and methods to be as recommended by manufacturers of products being cleaned, and to be such that there is no damage or disfigurement to other materials.
* Obtain COSHH safety data sheets for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.
* Touch up minor faults in newly painted/repainted work, carefully matching colour. Repaint badly marked areas back to suitable breaks or junctions.
* All moving parts to operate properly and freely. Do not cut, grind or plane finished components and products to remedy binding or poor fit without approval. Fix or lay securely, accurately and in alignment.
* Adjust, ease and lubricate moving parts as necessary to ensure easy and efficient operation, including appliances, valves and controls.
* Fully test the system and commission new appliances.

**4.13 THE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN**

Developed from the Pre-construction information, the construction phase plan shall be submitted to the CA not less than two weeks before the proposed date for start of construction work. Do not start construction work until the Employer has confirmed in writing that the Construction Phase Plan includes the procedures and arrangements required by CDM Regulation 2015. The plan must include:

* Introduction
* Project Description
* Programme
* Health & Safety Policy - Statement of Intent
* Project Team - Client

- Contract Administrator

- CDM Co-ordinator

- Principle Contractor

- Designers

- Specialists

- Other Contractors

- Others (specify)

* Existing information
* Site team including responsibilities and contact numbers
* Health & Safety Goals/Monitoring and performance
* Scope of Work
* Significant risks
* Project Arrangements - Access/Egress

- Security/Signage

- Waste

- Deliveries and material storage

- Welfare/facilities i.e. (toilets, washrooms, changing and drying facilities

- First Aid

- Emergency Procedures

- Power and Water provision

- Parking

- Personal Protective Equipment (PPE)

- Temporary supports

- Electrical works

- Site Hazard controls – e.g. Asbestos

Lead

Live Services

Overhead/buried cables

Falls from height

etc.

- Testing requirements

- Sequence of works/programme

- Permits to work

- Site monitoring

- Induction procedure

- Workforce consultation

- Liaison

- Design Changes

- Contractor Selection

- Sub-Contractor Information

- Risk Control from Pre-Tender Plan identified risks

- Toolbox

- Monitoring and consultation procedures

* Risk Assessments/Method Statement/COSHH Assessments
* Safety Risks
* Temporary works
* Fragile materials
* Lifting Operations
* Emergency Contacts
* Site Rules
* Fire emergency plan
  1. **PRE-TENDER HEALTH AND SAFETY PLAN**

The pre-tender Health and Safety plan is required by the Construction (Design and Management) Regulations 2015. Under this contract the Health and Safety file is integral with the project preliminaries.

Particular consideration should be given to the following areas:

THE WORK ENVIRONMENT

Existing occupied and vacant properties around Ipswich comprising of houses, bungalows, flats and maisonettes, traditionally and system built, with the general restrictions associated with domestic premises.

WORKING WITH OTHER CONTRACTORS

Allowance should be made for working on projects which can include other contractors and sub-contractors. Consideration should be given to the implications of sharing a working space and site and direct liaison between parties is expected as a minimum.

ASBESTOS

The Contractor is to fully liaise with the Ipswich Borough Council C.A. on all matters associated with asbestos. Ipswich Borough Council has an I.T. system that the Contractor will have a limited access to in order to collate survey reports.

HEALTH AND SAFETY INFORMATION

The Contractor shall submit a statement with the tender describing the organisation and resources which the main Contractor proposes and undertakes to provide to safeguard the health and safety of operatives, including those of any employed Contractors of the main Contractor, tenants in occupation and of any person who may be affected by the works, including:

* A copy of the Contractor’s health and safety policy document, including risk assessment procedures.
* Accident and illness records for the past five years.
* Records of previous Health and Safety Executive enforcement action.
* Records of training and training policy.
* The number and type of staff responsible for health and safety on this project with details of their qualifications, duties and experience.

CONSTRUCTION, HEALTH AND WORK HAZARDS

The Contractor is expected to take care and by risk assessment eliminate most everyday hazards encountered in domestic premises. Significant hazards could include:

* Asbestos

A register of properties that have been sampled for asbestos is available for perusal and a list of the properties sampled will be made available. Otherwise and in addition to, the Contractor is expected to be able to recognise common asbestos containing materials and components such as board materials, bath panels and textured coatings and act accordingly. A statement is required on how this is dealt with, including reporting procedures. All removal works shall be carried out by a licensed asbestos removal contractor.

* Domestic Environment

Protect the occupant’s possessions and exclude occupants and visitors from areas of work with particular consideration given to children. Communal hallways, stairs and paths are to be given particular consideration and kept clear, clean and safe. Display good housekeeping at all times.

* Working at Height

Some of the work to be carried out will be at height and will include work in roof spaces. Ensure all access is suitable for the purpose and adequately maintained. By risk assessment eliminate all risks (Work at Height Regulations 2005).

* Hidden Services

Electrical cables and pipes may be buried and pass through walls. Ensure all services are located before carrying out destructive work such as drilling, chasing in etc.

* Contents: The Health & Safety File should contain, as a minimum, the following information:

In addition to the operation and maintenance information required within the specification for the works, the Principle Contractor is also to allow for a section which specifies.

* Project Directory – list of sub-contractors appointed for main elements of the works
* List of Suppliers names and addresses for specialist equipment and items
* Sequence of construction/methodology
* Specific location and nature of potential hazardous materials e.g. product Health & Safety data sheets, COSHH assessments of potentially hazard construction materials, finishing materials, bonding agents, existing hazardous substances etc.
* As built record drawings in relation to plant, services, buildings etc.
* Statutory services in and around the site where discovered
* Any unusual design details that may affect future work
* Details of elements that represent a risk in operation/use that have not been designed out
* Facilities and procedures for cleaning and maintenance
* Operating and Maintenance manuals for all installed services components
* Testing, compliance and training undertaken e.g. windows
* Details of residual hazards and risks and any other information relating to Health & Safety that Building Owner/Occupier may need to know whilst maintaining, repairing or grading a structure during its life
  1. **HSE APPROVED CODES OF PRACTICE**

The Contractor shall comply with all relevant regulations, codes of practice and guidelines, the following are highlighted for attention:

* Management of Health and Safety at Work Regulations 1999;
* Provision and Use of Work Equipment Regulations 1998; (as amended)
* Control of Substances Hazardous to Health 2002; (as amended)
* Construction (Design and Management) Regulations 2015;
* Control of Lead at Work Regulations 2002;
* Lifting Operations and Lifting Equipment Regulations 1998; (as amended)
* Manual Handling Operations Regulations 1992
* Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013;
* Electricity at Work Regulations 1989;
* Work at Height Regulations 2005;
* Control of Noise at Work Regulations 2005;
* Personal Protective Equipment at Work Regulations 1992 (as amended)
* Workplace (Health, Safety and Welfare) Regulations 1992 (as amended)
* Control of Asbestos Regulations 2012
* Gas Safety (Installation and Use) Regulations 1998.

And any other relevant legislation passed or coming into force during the duration of this contract.

* 1. **PROPERTY CONDITION**

Where the Contractor considers that the cleanliness or hygiene of a property is of a standard that prevents him from carrying out his duties, this must be reported immediately to the CA. The CA will carry out an inspection to validate whether the claim is justified and, if the CA considers that it is justified, will take appropriate action to allow the operatives to continue their work.

The Contractor shall ensure that his operatives are equipped with personal and protective equipment suitable and necessary to carry out his duties, having first minimised any risks to health and safety by risk assessment and other means.

* 1. **PROTECTION AGAINST NOISE**

The Contractor shall comply generally with the recommendations of BS 5228: Part 1, for minimising noise levels during the execution of the works, considering the use of effective equipment silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

The Contractor shall not permit employees to use radios or other audio equipment, including earphones and headsets, at any time while carrying out works in Ipswich Borough Council properties.

* 1. **PROTECTION AGAINST POLLUTION**

The Contractor shall take all reasonable precautions to prevent pollution of the site, the Works and the general environment including streams and waterways.

* 1. **PROTECTION AGAINST GENERAL NUISANCE**

The Contractor shall take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

* 1. **ASBESTOS BASED MATERIALS**

The Council recognises that asbestos can endanger health and safety and is committed to effective asbestos management. The Council will aim to protect all employees from the risk of exposure to asbestos materials that they may encounter whilst at work. The Council is also committed to protect tenants, Contractors and the public from the risk of exposure to asbestos materials in buildings that are owned by, or come under the responsibility of, the Council.

The Contractor shall report immediately to the CA any suspected asbestos based materials discovered during demolition/refurbishment work. Avoid disturbing such materials.

Any work that would require the Contractor to hold an asbestos removal licence, including the removal or encapsulation of asbestos material, shall be contracted out by the CA and given to a contractor holding such a valid licence under Regulation 8 of the Control of Asbestos Regulations 2012. All contractors carrying out asbestos related works will be subject to a separate selection procedure and check on health and safety competence, and will be adequately supervised and monitored. These works are deemed to be outside of this contract.

* 1. **FIRE PREVENTION**

Work with blow-torches and any other hot work shall only be carried out by suitably trained and competent persons. Full risk assessment and method statements for use of hot equipment shall be provided by the Contractor for approval by the CA prior to the commencement of the works.

The Contractor shall make available to his operatives fire extinguishers suitable to the work being carried out and shall ensure that they are close at hand at all times during execution of hot works.

* 1. **SMOKING**

Smoking will not be permitted within Council properties or their vicinity at any time.

* 1. **WASTE**

The contractor must produce a Site Waste Management Plan (SWMP) before the contract commences and must maintain this throughout the duration of the project.

This must include planning and recording the amount and type of waste produced and how it will be reused, recycled or disposed.

The Contractor shall remove rubbish, debris, and surplus material and spoil regularly and keep the site and Works clean and tidy. Allow also to remove all rubbish, dirt and residues from voids and cavities in the construction before closing in.

Where waste and rubbish is deposited outside for collection, the Contractor shall first seek direction from the tenant/occupant on where this may be suitably located. Consideration must also be given to the requirements of neighbours and visitors and the waste and location must not be likely to cause any danger of accident or nuisance. Waste must always be removed at the end of each working day.

Wherever possible waste must be recycled using an appropriate recycling method.

Remove all surplus hazardous materials and their container regularly for disposal off site in safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations. Ensure that non-hazardous material is disposed of at a tip approved by a Waste Regulation Authority.

Retain waste transfer documentation on site where appropriate.

* 1. **PROTECTION OF WORK IN ALL SECTIONS**

Adequately protect all types of work and all parts of the Works, including work carried out by others, throughout the Contract. Wherever work is of an especially vulnerable nature or is exposed to abnormal risks provide special protection to ensure that damage does not occur.

* 1. **PROTECTION OF EXISTING SERVICES**

Adequately protect and prevent damage to all services. Do not interfere with their operations without consent of the service authorities or other owners. Allow to replace marker tapes or protective covers disturbed by site operatives to the service authority’s recommendations.

If any damage to services results from the execution of Works, immediately notify the CA and appropriate service authority. Make arrangements for the work to be made good without delay to the satisfaction of the service authority or other owner as appropriate. Any measures taken by the CA to deal with an emergency will not affect the extent of the Contractor’s liability.

* 1. **PROTECTION OF ROADS, PATHS AND GRASSED AREAS**

Adequately maintain roads, footpaths and grassed areas within and adjacent to the site and keep clear of mud and debris. Any damage to roads and footpaths caused by site traffic or otherwise consequent upon the Works must be made good to the satisfaction of the Local Authority or other owner. Bear any costs arising.

* 1. **PROTECTION OF FURNITURE, FITTINGS AND OCCUPANTS’ POSSESSIONS**

The Contractor shall prevent damage to any furniture, fittings or occupants’ possessions in the property. Move furniture and possessions as necessary to enable the Works to be executed, cover and protect as necessary and replace in original positions. Property to be cleaned as works progress and remove all rubbish as it accumulates and at the end of each day. Where certain items cannot be moved and the failure to move them will jeopardise or radically alter the ability to carry out the works this should be immediately reported to the CA for guidance and instruction.

The extensive use of dust sheets, or an alternative CA approved protection method, is a requirement of this contract and they should cover all working areas, transfer areas and areas affected by dirt or disturbance. Dust sheets should be suitable for their use and must be maintained in a clean condition so not to introduce dirt into the property.

Any item of value whether in cost or personal value, and particularly those more likely to suffer accidental damage, should be pointed out to the tenant prior to commencing work and preferably at survey stage to allow its safe removal or protection by the tenant.

* 1. **DISCLAIMERS**

This contract expressly forbids the use of Contractor initiated disclaimers. Where the Contractor experiences concerns over the possessions, fixtures and fittings of a tenant which cannot or will not be removed or protected this should be reported immediately to the CA for guidance and instruction.

* 1. **PROTECTION OF ADJOINING PROPERTY**

The Contractor shall prevent trespass of workpeople. Take all reasonable precautions to prevent damage to adjoining property. Obtain permission as necessary from the owners of requiring access to adjoining property. Clear away and make good on completion or when directed. Bear the cost of repairing any damage arising from execution of the Work. The Contractor should be aware that the adjoining property may not always be in the ownership of the Council.

* 1. **SECURITY**

The Contractor shall adequately safeguard the site, the Works, products, materials, plant and any existing buildings affected by the Works from damage and theft. Take all reasonable precautions to prevent unauthorised access to the site, Works and adjoining property.

* 1. **LIGHTING AND POWER**

Electricity supply from the Council’s communal mains may be used where available for the Works, however consideration should be given to the health and safety of all occupants and visitors with particular attention given to the risks associated with trailing leads.

The Contractor should only use the tenant’s own electric or water supplies, and the tenant’s own washing and toilet facilities, when no other alternative is available and then only with the express approval of the tenant prior to commencing work.

The Contractor will take full responsibility for any disagreement of claims made by the tenants or property occupiers in respect of moneys owed for using their supplies and services. It is recommended therefore that the Contractor ensures all operatives have access to portable and battery powered tools.

The Contractor shall be responsible for reporting to the Council instances where services do not comply with any statutory authority’s rules and regulations or relevant British Standards, Codes of Practice or any other act of parliament.

* 1. **WATER FOR THE WORKS**

If other than mains supply is proposed provide evidence of suitability.

* 1. **COMMISSIONING AND TESTING OF SERVICES**

The Contractor shall be responsible for the full testing and commissioning of systems and appliances prior to completion, and shall ensure that the tenant is given all necessary paperwork and advice to allow them to use the system or appliance and provide advice on the most energy efficient method of use.

New heating systems and appliances should be inspected at completion of installation so as to establish that the provisions for efficient operation have been put in place. Commissioning is the advancement from the state of static completion to working order to achieve the specified performance, the calibration, setting up and testing the automatic control systems.

The person responsible for achieving compliance should provide a certificate stating that the commissioning has been successfully carried out. Commissioning certificates must be in an approved format.

Consideration should be given to meeting the requirements of the new Part L1B for the Building Regulations which is likely to require serving the local authority with a notice confirming that all fixed building services have been properly commissioned. This regulation may take account of an appropriate competent person scheme.

**5.0 SPECIFICATION**

* 1. **GENERAL**

All works to be carried out are expected to be in accordance with the most current regulations, standard and working practices. Manufacturers’ recommendations are to be followed in full for all components, materials and appliances.

Copper tubing to BS EN 1057 and fittings must be used for all heating flow and return pipe work / domestic plumbing pipe work and gas supply pipe work which will be installed and used in accordance with appropriate specifications and codes of practice (i.e.BS 6700). All schedule of rates items are composite items deemed to be inclusive of all necessary works to complete the task in normal circumstances and will always include making good to an acceptable standard.

* 1. **CENTRAL HEATING INSTALLATION DESCRIPTION**

The work shall comprise the whole of the labour and, unless otherwise indicated, all the materials necessary to form a complete installation and such tests and commissioning as prescribed and deemed necessary. The design of the system is the responsibility of the Contractor and should be done to achieve an upgraded system that will operate and perform to best practices and guidelines currently established in the market with emphasis given to quality products and energy efficiency.

* 1. **BOILER INSTALLATION DESCRIPTION**

The work shall comprise the whole of the labour and, unless otherwise indicated, all the materials necessary to replace an existing boiler and as necessary upgrade the controls. The method and extent of the replacement boiler and controls is the responsibility of the Contractor and should be done to achieve an upgraded system that will operate and perform to best practices and guidelines currently established in the market with emphasis given to quality products and energy efficiency.

* 1. **SYSTEM DESIGN**

The Contractor shall design the system using the best and most suitable components and materials available (in addition to those already specified within this contract) in order to provide the most efficient central heating system and assist with the reduction of carbon emissions. The installation shall be designed to consider future maintenance requirements and parts and components should therefore be accessible and easily repaired and replaced. To assist with future maintenance and warranty works all new boilers should include an adhesive label detailing the Company name, engineer’s name, Gas Safe membership number and date of commissioning/installation. The design of the label should be approved by the CA prior to use.

The design of the system whether new or adapted or improved must take into account the need to provide ‘Thermal Comfort’ levels providing satisfaction for the tenant with their surrounding or thermal environment. Examples of minimum design temperatures from BS 5449:1990 (as amended) are given but for full details refer to the British Standard:

Living rooms and dining rooms - 21°c

Bedrooms - 18°c

Halls and landings - 18°c

Kitchens and toilets - 18°c

Bathrooms and shower rooms - 21°c

Consideration should also be given to likely temperature extremes, property location and exposure, humidity conditions etc. As a general rule 10% likely heat loss should be added where these conditions occur and the design adjusted accordingly.

* 1. **EXISTING APPLIANCES**

The Contractor will note that the properties are likely to include a number of existing gas, electric and solid fuel fired appliances. The Contractor is to take guidance using the following scenarios for dealing with existing equipment however as a guide the CA will look to remove redundant or old equipment. Any concerns over a particular install should always be clarified at survey stage and instruction sought from the CA:

* 1. Replacement central heating – where a new combination system replaces a traditional gravity fed system the contractor will be expected to remove the water tanks, expansion tanks and cylinders made redundant by the new system.
  2. Back boilers – where a new boiler replaces the back boiler, the back boiler unit should be removed along with the associated gas fire front and the opening blocked up and vented
  3. Electric storage heating – where a new central heating system replaces an electric storage heating system, all heaters are to be removed with the spur points blanked off, and the wiring to the off peak supply suitably disconnected.
  4. Tenants’ appliances – the Contractor should identify at survey stage all tenants’ owned appliances and should not remove these unless specifically instructed to do so by the tenant.
  5. Parkray and other solid fuel heating systems – these units should be removed and reported in the same manner as back boilers in (b) above.
  6. **REDUNDANT EQUIPMENT**

It will be the Contractor’s responsibility to fully remove all existing equipment and appliances made redundant by the installation of a new central heating system or boiler. This is to include all associated plumbing and electrical works and the making good of all works and surfaces disturbed. This may include such items as redundant boilers (including back boilers), water heaters, radiators, cylinders, tanks, flues, unit heaters, supply and feed pipework etc. Items containing asbestos must be disposed of accordingly.

* 1. **TEMPORARY FACILITIES**

It is recognised that certain installations may not progress as planned and might be delayed from completing as a result of unforeseen works. The Contractor shall prevent such occurrences wherever possible but where they occur the Contractor should allow for providing temporary heating and hot water facilities until such time as the works can be completed.

When a tenant is left without a reasonable form of water or space heating (which reflects their personal circumstances, age, health, make-up of family, weather conditions etc.) it will be the Contractor’s responsibility to provide on the same day an adequate form of temporary heating. This temporary heating can be either electric fan heaters, electric convector heaters, or oil filled electric radiators, gas bottle heaters will not be acceptable. All temporary heaters must be in good working and safe order, be of suitable output for the room of intended use, and be accompanied by a full copy of the manufacturer’s guidance notes on the safe and proper use. On the same day of completion of the original works the temporary heaters are to be removed from site.

Where the hot water supply is affected, and no other form of hot water is present in the form of a working immersion heater, then it will be the Contractor’s responsibility to provide on the same day an adequate form of a temporary hot water supply. All temporary water heaters must be in good working and safe order, be of adequate size for their intended use, and be accompanied by a full copy of the manufacturer’s guidance notes on the safe and proper use. On the same day of the completion of the original works the temporary water heater is to be removed from site. Temporary heaters and water heaters remain the responsibility of the Contractor at all times.

* 1. **CENTRAL HEATING INSTALLATION PRIORITIES**

CAT1 This is out most urgent priority and should be allocated all necessary resources to complete the installation within **7 working days**. CAT1 priority works are normally as a result of a complete failure of an existing system, the circumstances of the tenant (elderly, disabled, children under the age of 2 years old etc.), or for works within an empty (void) property.

CAT2 This is an urgent priority installation and should be completed within **28 working days**. CAT2 priority works are normal as a result of a partial failure of an existing system or the likely complete failure of an existing system where it has be recognised as having only a very short lifespan remaining. CAT2 priority works are deemed to be urgent but allow the Contractor a little more flexibility in the programming of such work.

CAT3 This is a programmed installation and as such should be completed **within 3 months** of the date on which it was given to the Contractor

* 1. **RE-CATEGORISATION OF INSTALLATIONS**

The CA may at their discretion re-categorise an existing property timescale where special circumstances dictate or the circumstances of the property change.

* 1. **DURATION OF INSTALLATIONS**

Notwithstanding the above timescales in clause 5.8 above the Contractor shall make every effort to complete each job as quickly as possible.

* 1. **BOILER REPLACEMENT PRIORITIES**

The Contractor shall complete the boiler replacement works in accordance with the designated installation categories detailed in clause 5.8 above. However with the nature of boiler replacements often being as a result of breakdown or likely breakdown most boiler replacement priorities will be either CAT1 (7 working days) or CAT2 (28 working days). Programmed CAT3 boiler replacements will be limited to those boilers that remain in working order but have potential problems such as obsolete spare parts.

The CA may at his discretion request a different timescale to those detailed above where special circumstances dictate.

* 1. **APPOINTMENTS**

All programmed surveys and installation visits must be undertaken with an appointment agreed with the tenant. The appointment shall be on a specified date within the specified priority time where appropriate and with a morning (am) or afternoon (pm) timeslot.

Where a tenant requests an alternative appointment outside of the specified priority time this can be agreed subject to the extended time period not being likely to render the appliance or system unsafe or in increased risk of breakdown. All instances where a tenant requests a revised timescale outside of those specified must be reported to the CA.

The Contractor shall have in place a Council approved method of recording missed appointments, and be able to report on this key performance indicator when requested by the CA and at each progress meeting.

Where access is not made available on an agreed appointment, the Contractor will leave a card or letter at the property in an agreed format asking the tenant to contact the Contractor to make an alternative appointment. If the tenant has not responded or provided an alternative suitable appointment date within seven days from the date of the failed access, the Contractor is to immediately write to the tenant with a second appointment date. If a second formal appointment is broken by the tenant, the Contractor is to immediately notify the CA. The leaving of any access cards is to be recorded on the Contractor’s database system as a key performance indicator, providing details including the time, date and engineer.

* 1. **ABORTIVE CALLS**

Due to the nature of the work the Contractor will often find that access is not gained or that work is no longer required. The tendered lump sum and the schedule of rates codes are deemed to include for such circumstances and generally the Council accepts no responsibility or liability for such events.

* 1. **CANCELLED INSTALLATIONS**

Any installation cancelled by the tenant directly with the Contactor should be reported by the Contractor to the CA in writing. Any installation cancelled by the Council shall be reported by the CA to the Contractor in writing. All cancelled installations should be shown thus on the Contractor’s database for future reference.

* 1. **ACCESS PROBLEMS**

The Contractor will from time to time come across properties where gaining access proves difficult. Should this persist for any one property the Contractor shall report such occurrences to the CA who may write to the tenant to confirm if the installation is still required. Alternative properties may be added to the programme by the CA to replace properties where access problems re-occur. All properties where the installation cannot progress due to access problems should be shown thus on the Contractor’s database for future reference.

* 1. **STATUTORY SERVICES – GAS**

The Contractor shall allow for checking the existing gas supply and ensuring that it is suitable for the new or replacement system. The Contractor is advised to make contact with National Grid Gas on this matter if any fault is found

* 1. **GAS SUPPLY PIPEWORK**

New gas supply pipe work is to be run internally or externally in the most suitable location with a mind to both safety and aesthetic appearance. External pipe work is to the run at a height where accidental damage from the occupants or public is unlikely given normal use. Consideration should also be given to using the existing features of the property to lessen the visual impact of a new supply pipe.

* 1. **LOCATIONS OF APPLIANCES, PIPEWORK, FLUES AND RADIATORS**

The Contractor will be responsible for agreeing with each tenant the location of the key aspects of the installation including the boiler, the controls and the radiators. The Contractor will be expected to recommend the most practical solutions available with a regard for the tenant’s own requirements and circumstances and to consider reducing disruption and maintaining aesthetic appearance.

The preferred and recommended location of radiators is below windows and not back-to-back for ease of installation. This must be adhered to unless otherwise agreed with the CA for each occasion that the Contractor wants to install radiators in alternative locations.

The Contractor however must take into account that the property may not always be occupied by the same tenant and individual requests or solutions may not always be universally acceptable. Any decision therefore to vary from a standard installation either at the tenant’s or engineer’s request must be agreed with the CA prior to commencement.

Wherever possible the pipework should be run below timber floors with rises/drops to appliances/radiators as necessary. Surface mounted pipework runs are to be plumb, straight and parallel or perpendicular to other runs, walls, floors and ceilings as appropriate to produce a neat appearance. Hot pipes are to be run above cold pipes when run together horizontally. Pipe work should at no time run through electrical enclosures, above switch gear, distribution boards etc.

Boilers should be located with consideration given to the most appropriate location and not necessarily in the same location of any existing boiler or water heater. Space within kitchens, particularly in flats, can be restrictive so the Contractor is encouraged to consider alternatives such as existing cupboards. Boilers fitted in kitchens above worktops or any other fixed base should be sited to allow a minimum 300mm clearance between the bottom of the boiler casing and the worktop or base surface.

Pluming of condensing boiler flue gases is becoming a recognised nuisance to both the occupiers and their neighbours. Careful consideration must therefore be given to the location of any powered flue and the Contractor shall install where appropriate a vertical flue to negate such nuisance. On occasion the use of a purpose made flue extension to direct the plume effects away from a window may be necessary and will be done at the Contractor’s expense.

* 1. **WATER TREATMENT (NEW SYSTEMS)**

Included in the installation process of the new boiler and its associated system must be the chemical flushed with the appropriate Fernox cleanser or similar on approval of the C.A. After thoroughly flushing the system the necessary checks and tests should be undertaken to ensure the effectiveness of the flushing procedure then an appropriate Fernox inhibitor or similar on approval of the C.A. shall be added to the correct dosage levels to protect the system. Fernox or similar products must be used strictly in accordance with their recommendations and dosage levels correctly applied. Upon completion test and balance the system. All water treatment to be in accordance with BS 7593 (as amended).

* 1. **WATER TREATMENT (OLD SYSTEMS)**

Included in the installation process of the new boiler onto an existing system, the system must be the chemically flushed using the appropriate Fernox cleanser or similar on approval of the C.A. A primary and secondary flush should be undertaken in full including the appropriate checks and tests to ensure the effectiveness of the flushing procedure. Then an appropriate Fernox inhibitor or similar on the approval of the C.A. shall be used to protect the system. Fernox or similar products must be used strictly in accordance with their recommendations and dosage levels correctly applied. Upon completion test and balance the system. All water treatment to be in accordance with BS 7593 (as amended).

* 1. **WATER SAMPLING**

The Contractor shall include for every new system or replacement boiler to have water samples taken by using the Fernox Protector Test Kit or similar on approval of the C.A. for analysis which will show whether systems have been suitably flushed and inhibited and their results are final and must be recorded upon the Completion Certificate. Where results of the analysis fail, the Contractor shall be responsible for all necessary remedial works, re-flushing and re-testing until the water quality is found to be acceptable. The outcome of the Fernox or similar analysis shall be submitted to the CA via the Benchmark record and Completion Certificate, for every installation undertaken.

* 1. **MAIN EARTH BONDING**

Any new or existing main earth bonding is to be installed in accordance with BS 7671(as amended) as near to the point of entry of the gas pipe to the property as is practical, before any branch pipe, and within 600mm of the meter outlet union or the point of entry to the building is the meter is external. The Contractor should check and undertake any necessary works to the bonding if the gas pipework is worked upon or amended in any way.

* 1. **TEMPORARY ELECTRICAL CONNECTIONS**

Where a new boiler has to be connected using a temporary supply it must be protected by a Residual Current with a 30mA rating. A temporary connection will only be allowed overnight to allow the heating system to be used by the tenant and shall not be permitted longer than 24 hours.

* 1. **SUPPLEMENTARY BONDING**

The Contractor shall be responsible for providing or upgrading the local supplementary equipotent bonding in the bathroom or shower room of any property in receipt of a new or replacement central heating system under this contract. The bonding should comply with section 601 of BS 7671(as amended) and is required between the terminals of circuits supplying Class 1 and Class 2 equipment in zones 1, 2 and 3 and all extraneous conductive parts in these zones. All surface mounted earth cables to be encased in surface mounted white plastic trunking with manufactured bends used at all times.

* 1. **MATERIALS AND MAKING GOOD**

FACING BRICKWORK

When bricking up flue openings and other such openings use facing bricks to match existing and mortar mix 1:1:6 also to match existing. Brick courses to line up with existing work in the same plane tooth bonded together at every course. No other fill material will be accepted in facing brick elevations.

FLOORBOARDS

All boards lifted to facilitate access shall be done so with due care and attention so as not to cause damage to the boards. All lifted boards will be securely fixed down on completion using timber woodscrews only. Cut boards will need to edge protection by the installation or timber noggins fitted between joists to provide suitable support. Boards damaged beyond repair should be replaced with flooring grade timber of same face width and depth to match existing. On completion flooring should be secure, flat and true.

PLASTER

Where plastering internally prepare background and apply one coat Gypsum plaster base coat fully bonded, allowed to dry and scratched for adhesion to the Gypsum plaster finishing coat fully bonded to a true plane with a smooth finish flush and feathered into adjacent existing plaster finish. In small making good patches one coat plaster will be accepted but the same finish must be achieved.

GLOSS PAINT

Ensure the pipework is dry and free of dirt and grease before applying evenly with uniform colour and free from brush marks, sags and runs, and one coat white gloss.

PIPE SLEEVES

Sleeves to be used where ever a pipe run passes through a solid wall, partition wall. Holes to be kept to the smallest practical size to reduce damage and the strength of the structure. Pipe sleeves are to be of a material to match the pipe material and should extend the full depth of the opening. Pipe sleeves to be bedded in place with mortar and annular space between the sleeve and the pipe sealed with mastic.

TIMBER NOTCHES

Timber notches on joists should be avoided wherever possible and not permitted in roof timbers at any time. Where timber joists must be notched, the minimum depth should be cut out not affecting the stability or performance of that timber. In any zone joist no two holes or chases should be within 100mm of each other horizontally. Where possible pipes should be fitted clear of timber joists, floorboards etc. Where this is not possible suitable rot proof pads should be fitted between the pipe and the structure to minimise noise caused by expansion and contraction.

SUPPORTS

Pipe work shall be supported in a manner as to prevent free movement due to expansion and contraction. Pipes should be supported to prevent sagging and the formation of high points. Suitable nylon clips that totally encircle the pipe shall be used throughout. Pipework should be supported at bends, tees, valves, pumps etc. and at intervals not exceeding those given below:

|  |  |  |
| --- | --- | --- |
| Pipe OD | Horizontal run intervals | Vertical run intervals |
| 15 mm | 1.2 m | 2.0 m |
| 22 mm and over | 1.8 m | 2.0 m |

INSULATION

To be flexible closed cell expanded polythene pipe insulation with a minimum wall thickness of 25mm for 15mm pipe and 19mm to all other pipe types. The insulation is to be closely fitted with all cut edges and joints fitted together with 25mm p.v.c. adhesive tape. Insulation to be fitted to all exposed pipework where freezing could occur, pipework carrying hot water in circulation, pipework in spaces prone to condensation and externally run condensate pipes.

GAS SUPPLY PIPELINES

All new and existing gas supply pipelines are to be a minimum 22mm but in all cases suitably sized to allow for the maximum anticipated demand. At each appliance provide and fit a service valve to permit easy removal of the appliance. All gas supply pipework to be installed and tested in accordance with the Gas Safety (Installation and Use) Regulations 1998.

BOILER MANUFACTURER’S SYSTEM / COMBINATION

The C.A. has a preferred boiler manufacturer; however alternative manufacturers shall be considered pending comparisons to cost, quality and warranties.

SYSTEM BOILERS

Wall-mounted RSF gas fired condensing Worcester Bosch Greenstar 15i or similar on the approval of the C.A. up to 24i ERP to be installed in properties with 3 bedrooms or more.

Boiler to be fitted in accordance with manufacturer’s instructions and all relevant British Standards must be followed. All boilers to be fitted with a Magna Clean Micro 22mm or similar on the approval of the C.A.

Where it is discovered that a larger heat output is required a suitable sized Worcester Bosch or similar on the approval of the C.A. system boiler will be installed after first being agreed with the C.A. whom will confirm in writing of the approval for the installation.

COMBINATION BOILERS

Wall-mounted RSF gas fired condensing Worcester Bosch Greenstar 25i ERP or similar on the approval of the C.A. up to 30i ERP to be installed in properties with 2 bedrooms or less.

Boiler to be fitted in accordance with manufacturer’s instructions and all relevant British Standards must be followed. All boilers to be fitted with a Magna Clean Micro 22mm or similar on approval of the C.A.

UPGRADING OF EXISTING INSTALLATIONS

Work will include a new boiler installation with the addition of thermostatic radiator valves being installed where none currently exists

Honeywell ‘S’ Plan controls where there are 3 bedrooms or more incorporating a ST9400A programmer / cylinder stat / room stat

Honeywell CM 701 24 hour programmable room stat will be used for all new installations where there are 2 bedrooms or less

Both types of programmer and all controls will be ‘hard wired’ to current electrical regulations

A suitable location of the installation of the room stat / programmable room stat to provide suitable comfort control (i.e. hallway)

FERNOX PRODUCTS (or similar)

Cleanser F3 and Protector F1 or similar to be used in accordance with BS7593 (as amended) and manufacturer’s instructions

Protector F1 to dose the central heating system adequately to protect against deterioration of the system

All newly installed boilers / systems will require an analysis using the Fernox Protector Test Kit

All results of which will be made available to the C.A. by means of the Contractor recording the results as per clause 5.8

INSTALLATION LABELS

To assist with future maintenance and warranty works all new boilers must include an adhesive label detailing the company name, engineer’s name, Gas Safe membership number and date of commissioning/ installation. The design of the label shall be approved by the CA prior to use.

CONDENSATE PIPEWORK

To be u.p.v.c. and connected to the existing sink waste pipe in an approved manner. Where the existing kitchen sink waste is inaccessible then the condensate pipe can be run externally to discharge into a suitable gulley protected externally with insulation described above. In cases where no other discharge alternative is available a purpose made condensate soak away can be installed in accordance with manufacturer’s recommendations and to the approval of the CA.

Where condense pipe is run externally the size must be increased to 32mm u.p.v.c. immediately after exiting the building wall.

RADIATORS

To be pressed steel panel white stove enamelled Stelrad Elite or similar to BS EN 442 fitted with manufacturer’s concealed fabricated steel wall brackets fixed with an offset of between 25mm and 50mm of the wall surface. Height of radiators to be 150mm above finished floor level wherever possible and positioned below windows. Any exceptions should be agreed with the CA prior to installation.

THERMOSTATIC RADIATOR AND LOCKSHIELD VALVES

TRVs to be chrome plated Honeywell VT117 with chrome plated lock shield valves fitted in the vertical position to BS 2767:10 (as amended) and in accordance with the guidance provided in the Energy Saving Trust. TRVs to be fitted to all radiators except in the room that contains the room thermostat (normally the hall).

PIPEWORK AND JOINTS

Pipework to be copper kite marked and certified to BS EN 1057 (as amended). The sockets of all fittings to be thoroughly cleaned to promote solder flow and bonding and should at all times be kept free from dirt, oxide, films, residue, grease and oil. All prepared joints to be fitted on the same day as preparation, otherwise they should be parted and reassembled.

**7.0 DEFINITIONS AND INTERPRETATIONS**

* 1. **CONTRACT PRICE:** means the price at which the Contractor offer to perform the services and works which is accepted by the Council.
  2. **WEEK:** means seven consecutive days starting on a Monday and finishing on the following Sunday unless otherwise specified.
  3. **DAY:** means the period from midnight to midnight.
  4. **MASCULINE INCLUDES FEMININE:** within this contract and its documents and in the case of a limited company the indefinite article and the singular includes the plural, and vice versa.
  5. **IN WRITING:** when required to notify, inform, instruct, agree, confirm, obtain information, obtain approval or obtain instructions to do so in writing. In writing can include electronic mail.
  6. **APPROVAL:** (and words derived there from), means the approval in writing of the CA unless specified otherwise.
  7. **SUBMIT:** (and words derived there from), means to the CA unless otherwise instructed.
  8. **CROSS-REFERENCES TO THE SPECIFICATION:** where a numerical cross-reference is not given, the relevant section(s) and clauses(s) of the Specification will apply, cross-reference thereto being by means of related terminology.

Where a cross-reference for a particular type of work, feature, material or product is given, relevant clause(s) elsewhere in the referred to Specification section dealing with general matters, ancillary products and workmanship also apply.

The Contractor must, before proceeding, obtain clarification or instructions in relation to any discrepancy or ambiguity, which he may discover.

* 1. **REFERENCED DOCUMENTS:** where and to the extent that the specification conflicts with referenced documents, this Specification prevails.
  2. **EQUIVALENT PRODUCTS:** if the specification permits substitution of a product of a different manufacture to that specified and such substitution is desired, before ordering the product notify the CA and, when requested, submit for verification documentary evidence that the alternative product is equivalent in respect of material, safety, reliability, function, compatibility with adjacent construction, availability of compatible accessories and , where relevant, appearance. Submit certified English translations of any foreign language documents.

Any proposal for use of an alternative product must also include proposals for substitution of compatible accessory products and variation of details as necessary, with evidence of equivalent durability, function and appearance of the construction as a whole. If such substitution is sanctioned, and before ordering products, provide revised drawings, specification and manufacturer’s guarantees as required by the CA.

Wherever products are specified by proprietary name and the phrase ‘or equivalent’ is not included, it is deemed to be included.

* 1. **REFERENCES TO ACTS OF PARLIAMENT, REGULATIONS OR THE LIKE:** shall include reference to any amendment or re-enactment of the same.
  2. **REFERENCES TO BSI DOCUMENTS:** are to the versions and amendments listed in the BSI Standard Catalogue current at the date of tender.
  3. **REMOVE:** means disconnect, dismantle as necessary and remove the stated element, work or component and all associated accessories, fastenings, supports, linings and bedding materials, and dispose of unwanted materials. It does not include removing associated pipework, wiring, ductwork or other services.
  4. **KEEP FOR RE-USE:** means during removal prevent damage to the stated components or materials, and clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer or for use in the Works as instructed.
  5. **REPLACE:** means remove the stated existing components, features and finishes. Provide and fit in lieu new components, features or finishes which, unless specified otherwise, must match those which have been removed and make good as necessary.
  6. **REPAIR:** means carry out local remedial work to components, features and finishes as found in the existing building, re-secure or re-fix as necessary and leave in a sound and neat condition. It does not include replacement of components or parts of components or redecoration.
  7. **MAKE GOOD:** means carry out local remedial work to components, features and finishes which have been disturbed by other, previous work under this Contract and leave in a sound and neat condition. It does not include replacement of components or parts of components. The meaning of the term shall not be limited by this definition where used in connection with the defects liability provisions of the Contract.
  8. **EASE:** means make minor adjustments to moving parts of the stated component to achieve good fit in both open and closed positions and ensure free movement in relation to fixed surrounds. Make good as necessary.
  9. **TO MATCH EXISTING:** means use products, materials and methods to match closely all visual characteristics and features of the existing work, with joints between existing and new work as inconspicuous as possible, all to approval of appearance.
  10. **METHOD STATEMENT:** means the method of performing the tasks in the contract and the specification. Any method statement submitted by the Contractor and accepted by the CA will form part of the contract.
  11. **TENANT:** means the tenant, occupants and invited guests.
  12. **SERVICE:** means the work to be carried out by the Contractor under this contract (see the Project Particulars paragraph 2.1

**8.0 CONDITIONS OF TENDER**

* 1. TUPE (TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

The Council considers that TUPE will apply to the existing staff employed by the incumbent service provider in relation to the Service. Tenderers are required to contact the current service provider indicated below to obtain confidential information on the existing directly employed staff currently engaged to provide the Service.

Contact for information:

Name: Alan Seager.

Company: Seager Home Solutions.

Address: 1 Seager Court, Crockatt Road, Hadleigh, Ipswich, Suffolk, IP7 6RL.

Telephone: (01473) 824884.

Fax: (01473) 824666

Tenderers are advised to seek independent professional advice on the effects of TUPE on their tender. The successful tenderer will be expected to provide all necessary assistance to allow the current service provider to fulfil its statutory duties to consult the existing staff and trade unions prior to commencement of the Contract.

* 1. **SCOPE**

These conditions are supplementary to those stated in the contract documents and on the Form of Tender.

* 1. **TENDERING PROCEDURE**

Will be in accordance with the principles of the ‘Code of Procedure for Single Stage Selective Tendering’.

* 1. **ACCEPTANCE OF TENDER**

The Employer and the Employer’s representatives offer no guarantee that the lowest or any tender will be recommended for acceptance or accepted, and will not be responsible for any cost incurred in the preparation of any tender.

* 1. **SCOPE OF THE WORK**

Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

* 1. **SITE VISIT**

Before tendering, ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works.

* 1. **EXCLUSIONS**

If the Contractor cannot tender for any part(s) of the work as defined in the tender documents the CA must be informed as soon as possible, defining the relevant part(s) and stating the reasons for the inability to tender.

* 1. **PERIOD OF VALIDITY**

Tenders must remain open for consideration (unless previously withdrawn) for not less than 13 weeks from the date fixed for the submission or lodgement for tenders.

* 1. **ERRORS IN THE PRICED DOCUMENTS**

Will be dealt with in accordance with the ‘Code of Procedure for Single Stage Selective Tendering’, alternative 1 (the word ‘documents’ being substituted for ‘bills of quantities’).

* 1. **CONFIDENTIALITY**

The Contractor shall not without the written consent of the CA, during or at any time after the contract period, make use for his own purposes or disclose to any person (except as may be required by the law) the contract documents, or any material provided to the Contractor by the Council pursuant to the Contract, all of which information shall be deemed to be confidential.

* 1. **FORM OF TENDER**

Every tender shall be on the form supplied by the CA without any alteration thereto.

* 1. **EXCLUSIONS**

If the Contractor cannot tender for any parts of the work as defined in the tender documents he must inform the CA as soon as possible defining the relevant parts and stating his reasons for being unable to tender these prices.

* 1. **RETURNING TENDERS: IMPORTANT!**
* Every tender must be returned in the tender envelope provided to the address stated below;
* The tender envelope must not bear any name or mark identifying the sender.
* The tender must be received by the date and time stated

Tenders not complying with the above requirements will not be considered.

Tenders must be sent to:

Head of Legal & Democratic Services

Ipswich Borough Council

Grafton House

15-17 Russell Road

Ipswich

IP1 1DE

In the envelope provided which must not bear any mark or name indicating the sender.

The tender must reach the Head of Legal & Democratic Services not later than 12 noon on the 25/01/2016.

1. **ARTICLES OF AGREEMENT**

**THIS CONTRACT** is made the day of 2016 between

Ipswich Borough Council, of Grafton House, 15-17 Russell Road, Ipswich, IP1 2DE (“the Council”) of the one part

and

whose registered office is at

(“the Contractor”) of the other part

**WHEREAS**

* + - * 1. The Council wishes to have provided the Service as set out in the Contract Documentation at the rates set out in the Schedule of Rates attached to the form of tender
        2. The Contractor is willing to perform such Service in accordance with the provisions of the Contract.

**NOW IT IS AGREED**

This Contract Documentation comprises these Articles of Agreement and

* 1. The Introduction
  2. The Project Particulars
  3. The Conditions of Contract
  4. The Preliminaries
  5. The Specification
  6. The Schedule of Rates completed by the Contractor
  7. The Definitions and interpretations
  8. The Conditions of Tender
  9. The Form of Tender signed by the Contractor
  10. The Approved Method Statements, and
  11. The Appendices

2 This Contract constitutes the entire understanding and agreement between the Council and the Contractor for the performance by the Contractor of the Service.

3 The Contractor shall provide the Services for the Contract Period in accordance with the Contract Documentation and to the satisfaction of the Council.

4 So long as the Contractor shall continue to comply with Article 3 of these Articles the Council shall pay the Contractor any monies owed for the proper provision of the Service and any other sums lawfully due under the Contract.

**IN WITNESS WHEREOF** the Council and Contractor have caused their Common Seals to be affixed to this Contract on the date above.

|  |  |  |
| --- | --- | --- |
| EXECUTED AS A DEED by the affixing of THE COMMON SEAL of IPSWICH BOROUGH COUNCIL in the presence of: | |  |
|  | Authorised Signatory  Authorised Signatory | |
| EXECUTED AS A DEED by the affixing of THE COMMON DEAL of the [CONTRACTOR] in the presence of: | |  |
|  | Director  Director  Secretary | |

1. **APPENDICES**

The appendices include the following documents:

1. Rectification Notice
2. Default Notice
3. Completion Certificate

[](https://www.ipswich.gov.uk/) **IPSWICH BOROUGH COUNCIL**

Appendix A

**GAS CENTRAL HEATING INSTALLATION,**

**GAS BOILER REPLACEMNTS & UPGRADE CONTRACT**

**RECTIFICATION NOTICE**

*This Rectification Notice is issued in accordance with Clause 3.11 of the Contract.*

**TO:** **The Contractor,** Address

**FROM: The Contract Administrator,** Surveying Services, Gipping House

7 Whittle Road, Ipswich IP2 0UH.

**NOTICE No: R /**

|  |
| --- |
| **Job Reference:** |
| **Reason for Rectification Notice:** |
| **Works required to rectify failure:** |
| **Other information:** |

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Officers Name, Officers Position, Ipswich Borough Council

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[](https://www.ipswich.gov.uk/)

**IPSWICH BOROUGH COUNCIL**

Appendix B

**GAS CENTRAL HEATING INSTALLATION,**

**GAS BOILER REPLACEMNTS & UPGRADE CONTRACT**

**DEFAULT NOTICE**

*This Default Notice is issued in accordance with Clause 3.11 of the Contract.*

**TO:** **The Contractor,** Address

**FROM: The Contract Administrator,** Surveying Services, Gipping House

7 Whittle Road, Ipswich IP2 0UH.

**NOTICE No: D /**

|  |
| --- |
| **Job Reference:** |
| **Reason for Issuing Default Notice:** |
| **Date of Default:** |
| **Other information:** |

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Officers Name, Officers Position, Ipswich Borough Council

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INSTALLATION OF DOMESTIC GAS FIRED**

**CENTRAL HEATING AND BOILER REPLACEMENTS**

Appendix C

**COMPLETION CERTIFICATE**

|  |
| --- |
| **Contractor:** |
| **Address:** |
| **Property Type:** |
| **Boiler Type:** |
| **Date of Commissioning:** |

|  |  |
| --- | --- |
| MAKING GOOD COMPLETED |  |
|  |  |
| TENANT INSTRUCTED ON USE |  |
|  |  |
| PIPEWORK PAINTED |  |
|  |  |
| WATER SAMPLE SENT FOR ANALYSIS |  |
|  |  |
| INSTALLATION ID STICKER ON BOILER |  |
|  |  |
| ALL RUBBISH REMOVED |  |
|  |  |
| FIREPLACE BLOCKED |  |

**CERTIFICATION:**

|  |  |  |  |
| --- | --- | --- | --- |
| BENCHMARK BOOK | | |  |
|  | |  | |
| GAS COMPLETION CERTIFICATE | | |  |
|  | |  | |
| ELECTRICAL COMPLETION CERTIFICATE | | |  |
|  | | |  |
| CORGI NOTIFICATION CERTIFICATE (BUILDING REGULATIONS COMPLIANCE) | | |  |
|  |  | | |
| CORGI NOTIFICATION NUMBER |  | | |
|  |  | | |
| ELECTRICAL NOTIFICATION CERTIFICATE (BUILDING REGS PART P COMPLIANCE) | | |  |
|  | | |  |
| ELECTRICAL NOTIFICATION NUMBER |  | | |

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_