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Part B – Scope and Works and General Requirements

Supply and Installation of External and Internal Wall Insulation, Render Systems and Associated Works

Framework Ref: EEM0046

Part B1 – Introduction

B1.1 Introduction

EEM Ltd invites you to tender for a place on our External and Internal Wall Insulation and Render Systems Framework. The framework is being procured on behalf of our 87 Members to ensure they can call upon Contractors who are competent and have sufficient experience and knowledge on the latest funding schemes available to undertake; retrofit and newbuild external and internal wall insulation and render system programmes.

Whilst external and internal wall insulation and render system projects will form the main requirements of this framework, contractors may also be required to undertake any of the following as part of an existing programme; insulation works to; hybrid systems, roof and guttering works, virgin lofts or loft top ups along with any associated or related or ancillary builders works. Any roof, guttering or specialist works required will be defined within a Members call off requirements.

The EEM Memberships property stock is in excess of 1.25 million properties which consist of a mixture of domestic housing stock, bungalows, blocks of flats, and sheltered housing schemes as well as garages, communal buildings, corporate buildings, hospitals, student accommodation, universities and depots. Works may be undertaken on all property types.

Contractors must be BBA approved and part of the Insulated Render and Cladding Association (INCA) or the National Insulation Association (NIA) whilst ensuring they are fully compliant with the latest PAS standards. In addition, Contractors must have suitable knowledge and experience of the current and future market relating to funding, to ensure they can manage the whole process of obtaining funding for any call off contracts let under this framework, ensuring all installation works comply with the funding minimum requirements set by the funding scheme.

Installed insulation systems must deliver an overall wall U-value of 0.30 W/m²K or better.

The information below is intended to set out the minimum service requirements for any contracts agreed under this Framework. Regardless of size, we expect that all EEM Members (Contracting Authorities) are provided the same level of service. The information contained below provides baseline for all our Contractors to work to. These may be refined and enhanced during the call off contract process.

During the lifetime of this framework Contractors may be asked to undertake any of the works listed within the scope of works section below.

Part B2 – Contracting Authorities/EEM Requirements

B2.1 General Scope

Contractors shall be experienced in undertaking insulation and render works consisting of external and internal wall insulation, insulated render or installation of render carrier board systems, cladding, roof and loft insulation to low and high rise properties.

The external and internal wall insulation, insulated render or render only system must meet with all relevant Health and Safety legislation and be installed in accordance with the manufactures instructions. Where scaffolding is to be used, it must be erected in accordance with any relevant legislation and good practise guidelines.

The Contractor(s) will be expected to undertake the following additional tasks as part of the supply and installation agreement:

- Access funding to enable the completion of the works on behalf of the Contracting Authority
- Complete all relevant assessments and funding paperwork
- Undertake site surveys as described below and identify per property issues associated with the installation
- As required, undertake surveys and test to include but not limited to; full structural survey/assessment of the existing dwelling, viability surveys, pull out tests.
- Be responsible for the design, manufacture, supply and installation of the system
- Manage all aspects of the planning permission process where necessary
- Notify local Building Control as required and obtain Building Regulation approval
- Notify the Contracting Authority of any necessary Party Wall Act applications
- Provide copies of all of the above correspondence to the Contracting Authority
- Quality assurance and compliance testing of the completed system
- Liaise with Residents on the work to be completed
- Advise on all consents and applications needed for carrying out the works
- Obtain the necessary guarantees (Ofgem approved 25 year guarantee)
- Liaise with service providers where necessary

On completion of the works the Contractor will provide:

- All Ofgem guarantee documentation.

- A statement indicating how much grant funding has been achieved and;
- An EPC certificate for each dwelling

External Wall Insulation (Retrofit):

Contractors will be responsible for supply, preparation and application of external wall insulation system or insulated render system in accordance with manufacturer's instructions. Exact system requirements will be confirmed by the Contracting Authority at call off stage and a general specification is located within the Price framework (Part C) document. General requirements are summarised below;

- Generally, supply and installation of external wall insulation system will be inclusive of dashed finish, including all necessary angle beads, trims, bellcast beads, expansion joints, roof verge profiles, insulation board, adhesive scrim coat, glass fibre reinforcing scrim, render thickness gauges, dashing render, all necessary fixings, silicone mastic at junctions with window and door surrounds together with all other non-render surfaces and aggregate dash.
- Where required by a member, contractors will provide insulation or render systems with a cladding finish that has a life expectancy of 30 years.
- All existing fittings such as soil and rainwater pipes, satellite dishes, hanging baskets etc. shall be removed and re-fixed with appropriate pattresses and/or suitable Solid Wall Insulation fixings.
- Where required, supply new insulated Utility Service(s) Meter Box('s) door Remove existing meter box door(s), in conjunction with the relevant Utility Services provider(s); provide new high performance insulated door(s) with locking mechanism to suit new external wall insulation external face. Allow for trims, fixtures and sundry items associated with the junction of External Wall Insulation and new meter box.
- External Wall Insulation, Insulated Render and Render only systems should be fully BBA approved systems.
- Render systems for new build applications should be available in a range of rendered basecoats.
- All render applications should be in accordance with BS5262: latest edition code of practice for external renderings, BS8000: Part 10: latest edition code of practice for plastering and rendering. The Contractor shall refer to all COSSH data sheets and Suppliers instructions for cement and render products
- For retrofit programmes, it is expected that the standard finish required will be dash and traditional brick effect and for Newbuild programmes through colour render and brick finish will be required.
- Installed insulation systems must be covered by an Ofgem approved guarantee and deliver an overall wall U-value of 0.30 W/m²K or better.

The general scope of works for installing insulation systems are as follows;

Enabling Works to include;

- Property perimeter protection
- Preparation of walls
- Temporary downpipes
- Render test for properties with existing render must be carried out to see if it is strong enough to hold the insulation.
- If existing render is not strong enough, all the render will need to be removed prior to attaching the insulation to the brickwork.
- If the render test shows the that existing render is firmly held in place, the render can be smoothed ready for the insulation to be applied directly on to it.
- Extending waste pipes, soil pipes and other pipework.
- Using verge trim to overcome lack of roof overhang.
- Fitting window protection film.

Insulation works to include;

- Fitting the starter-track
- Application of insulation boards
- Rasping to ensure flat surface
- Mechanical fixing
- Fixing Beading and Trims
- Application of meshcoat for strengthening
- Application of primer
- Application of textured final render
- Extension of Window Sills

Re-enabling works to include;

- Securing all pipework, fixtures and fittings permanently to your walls, using specially-developed fixings.
- Seal around all openings and where pipework extends out from the render.
- Clean and remove all waste from site.

Render System – (Newbuild)

General contractor requirements are described within the first section of B2.1 and further conditions related to newbuild system installations are set out below. A general specification is located within the Price framework document (Part C) However, Contracting Authorities requirements and specifications will be confirmed during their call off from the framework.

Render systems for new build properties shall be developed, tested and accredited for use on new build constructions and can only be applied to suitably prepared masonry substrates that are stable, clean, level and free of surface contamination.

General Conditions;

- Samples shall be provided for approval by the Contracting Authority, once approval has been given material shall remain unchanged. Where multiple batches are required, the Contractor shall ensure consistency of colour before application of the material.
- The installed system shall be resistant to all forms of weather conditions rain, fog, wind, snow etc. and have resistance to colour fading.
- All such surfaces shall be protected by appropriate copings or flashings fabricated in suitable material(s).
- The Contractor will have a duty to ensure that adequate protection is given to fresh applied decorative finishes to avoid mechanical damage or damage caused by precipitation, frost, etc.
- Inspection of completed Installation should comply with BS EN 13914-1:2005
- Insulation finishes generally, through colour render and brick finish will be required.
- Where required by a member, contractors will provide a cladding finish to the render system that has a life expectancy of 30 years.
- Site storage and protection of materials must be in accordance with the manufacturer's instructions.
- BBA approved system
- Meet U-value requirements and have a Minimum 25 year Ofgem guarantee

INTERNAL WALL INSULATION:

We envisage that the bulk of works throughout the lifetime of the framework will be external wall insulation works however, Internal wall insulation works are covered within this framework. Due to the varying nature of requirements amongst our members, internal wall insulation works will be awarded via mini competition only. Internal insulation works may be sole projects only or as part of other works being completed within a mixture of occupied and/ or vacant properties.

Internal wall insulation shall either be by means of Rigid Insulation Board or building a Stud Wall , exact specification requirements will be provided by the member during a call off process and all internal insulation works let through the framework will be via mini competition only.

The general scope of works for Internal wall insulation are within the Part C Specification tab. Member's exact requirements will be defined during the call off process;

Generally;

Enabling works to include;

- Check the condition of the wall and undertake remedial work
- Dew point check
- Identify process for dealing with reveals, floor voids and other potential cold bridges
- Remove appliances fixed to the wall — plug sockets, light switches, curtain tracks, radiators, pipes, skirting's, covings, kitchen cabinets, fitted wardrobes, etc.;

Insulation Works to include;

- Carry out any preparation work to the wall;
- Build the new stud wall (if required) and/or fix insulation directly to the wall or fix battens to the wall or over the insulation.
- Fixing insulated battens
- Sealing of all edges
- Fixing vapour barrier
- Fixing plasterboards
- Insulate floor voids
- Fixing skirting and window cills
- Seal joints and skim plasterboard to finish

Re-enabling works to include;

- Reinstate / extend pattresses for light switches, plug sockets, etc.
- Securing all pipework, fixtures and fittings permanently to walls, using specially-developed fixings.
- Re-fix curtain battens
- Clean and remove all waste from site.

Loft Insulation and Loft Top ups

There will be no sole loft insulation programmes required under this framework, virgin loft insulation or loft top up insulation will only be required where a member has an existing

programme in place for external wall insulation. The minimum requirements for loft insulation works to be carried out under this framework are as follows;

- All works shall be in accordance with current codes of practice, good standards of workmanship, to current relevant Building Regulations and Contracting Authority requirements.
- Works will be undertaken by BBA approved Contractors and be covered by an Ofgem backed guarantee.
- If there are vertical flues in the loft space and these are dislodged in any way during the works, the contracting authority must be notified due to risk of carbon monoxide leakage.
- For lofts, which are to be insulated, any cables located in the roof space must be encased in trunking to reduce the risk of fire.
- Contractors are to satisfy themselves that the materials used are of satisfactory quality and have not deteriorated, faulty materials will be the responsibility of the Contractor. All defects arising from bad workmanship by the Contractor are to be remedied by the Contractor at no cost to the Contracting Authority.
- Coverage - The insulation works shall cover the entire loft space, including: the gap between the first and last truss and the gable wall; all cables, pipes and ducting running across the surface of the loft space; unless there is a compelling reason, which must be notified to the Contract Administrator immediately.
- All holes at ceiling drops for pipes and other services shall be sealed where practically possible using silicone sealant. Holes or gaps in the ceiling too large to be filled must be notified to the Contract Administrator.
- Ventilation - Whilst the loft insulation is to extend to into the eaves of the dwelling, the Contractor is to ensure that the air flow via the eaves rafter tray is not restricted.
- On completion, all rooms including loft space should be left clean and free from excess materials and waste.

B2.2 Minimum Performance Criteria

All installations must comply with any performance requirements set out by the funding body.

The installed systems must deliver an overall wall U-value of 0.30 W/m²K or better.

The U-value of the insulated wall must meet with any requirements set out in regulations for ECO funding. If there are additional requirements made by ECO funders these will also need to be met.

The installed system must:

- Comply with all relevant U-values
- Comply with all relevant BS-EN standards
- Be certified by BBA, BRE or equivalent Body for compliance with current building regulations

All work must be completed in line with PAS 2030 latest edition or the European equivalent which sets out minimum standards for installing, managing and providing energy efficiency measures in existing buildings. Contractors will be responsible for ensuring they remain compliant with PAS Standards throughout the duration of the framework.

B2.3 Third Party Funding

It is anticipated that any external and internal wall insulation or render programmes that are to run through our framework will attract ECO funding, or equivalent. It is not a requirement of respondents to have access to such funding available at the time of tendering and any funding (currently) available should NOT be included within the costs provided.

However, an understanding of the ECO funding process and experience in completing documentation and ensuring compliance with requirements set out in the funding process is essential as contractors will be expected to complete the necessary documentation to support the securing of funding as required. It will also be expected that the Contractor will work to ensure the maximum levels of funding can be obtained for a particular call off contract. Contractors may be asked to provide evidence of the work undertaken to research, negotiate and secure the levels of funding.

Our Members will not accept additional charges for any administrative works in securing funding, so please allow within your rates for; completion and uploading of necessary documents, e.g. Fair Processing Notice, Declaration of Conformity/sign off documents, completion photographs, etc. and responding to queries.

B2.4 General Electrical Specification

The whole of the work is to be executed by thoroughly competent, experienced and qualified personnel and is to comply with the following:

- BS7671 Latest edition - Regulations for Electrical Installations
- The Electricity at work act 1989
- Building Regulations
- PAS 2030 Accreditation requirements.
- Requirements of the system Manufacturer.
- Health and Safety at Work Act

Any electrical works undertaken will be carried out by electrical engineers who have full NICEIC/ECA (or equal approved) membership. Copies of the electrical engineers NICEIC/ECA (or equal approved) membership, accreditation and certification will be made available to the Contracting Authority prior to the commencement of works. Furthermore, all operatives will hold the relevant certification to undertake the tasks they are employed to do.

Supply

Unless specified otherwise by the local Distribution Network Operator, the domestic supply will be a single-phase 230 volts A.C. 100amp. The Contractor is responsible for ascertaining the exact details of the supply, including the type and means of earthing, the earth fault loop impedance external to the installation.

Quality Control Electrical

Sub-Contractor/s carrying out electrical work shall be NICEIC/ECA (or equal and approved) and issue The Contracting Authority's Control (Electrical) with a copy of a valid certificate of registration prior to commencing work.

Sub-Contractor/s carrying out electrical work shall issue the Contracting Authority with a copy of Part P registration documentation and MCS accreditation prior to commencing work. Part P certificates of compliance require sending to the Contracting Authority. This should be allowed for within the tendered rates.

The Contracting Authority's Quality Control (Electrical) will be given a contact name and mobile telephone numbers for the Principle Duty Holder and Qualifying supervisor/s within their organisation. The Contractor shall ensure that there is always a point of contact available that is able to converse in a technical manner with the Contracting Authority's Quality Control Team (Electrical).

The Contractor shall undertake post quality checks that have been carried out on their operatives on a weekly basis to the Contracting Authority's Quality Control (Electrical). The Quality checks levels shall be a minimum of 10% of work completed each week.

The Contractor/s shall rectify any work as directed by the Contracting Authority's Quality Control (Electrical) within the timescale specified.

Variations on Installation

Any Code one occurrence identified should be immediately reported to the Contracting Authority and made safe in accordance with the NICEIC recommendations.

Variations

Any minor variations to items above found necessary on site are to be agreed with the Contracting Authority prior to work being carried out on any individual properties.

B2.5 Gas Works

Any Gas works undertaken during a call off contract will be carried out by Gas engineers who are Gas Safe registered. Proof of registration will be made available to the Contracting Authority prior to the commencement of works.

Typical Gas works required as part of an insulation programme would be;

- Isolating the boiler and extending existing flue and undertake tests by a qualified gas engineer.
- Carry out Flue check by registered Gas Safe engineer and issue any relevant paperwork.

B2.6 Scaffolding

The scaffold contractor alongside the contractor will be responsible for designing the appropriate type of scaffold based on current standards and guidance. Your rates within the Price framework (Part C) document ,for undertaking external wall insulation or rendering will be inclusive of scaffold and associated equipment.

Scaffold requirements are as follows;

- Every scaffold gang should contain an appropriately qualified scaffolder for the type and complexity of the scaffold to be erected, altered, or dismantled.
- All employees should be competent (or in the case of trainees, supervised by a competent person) for the type of scaffolding work they are undertaking and should have received appropriate training relevant to the type and form of scaffolding they are working on.
- The scaffold contractor will be responsible for providing and maintaining hoardings throughout the duration of scaffold works.
- During the erection or dismantling process of any scaffold an incomplete notice must be attached to the scaffold, no other person other than a certified scaffolder must be on the scaffold while the notice is in place. During erection the notice must remain in place until such time a hand over certificate is given to the specific person who ordered the scaffolding.
- Every possible care shall be taken by the scaffold Contractor to ensure not to damage plants and gardens of the property or of any in the neighborhood.

All scaffolds erected during the course of a call off contract must comply with the following;

- Construction (Design and Management) Regulations 2015
- BS EN 12811-1 latest edition
- NASC good practice and guidance notes
- Working at Height Regulations 2005
- The Provision and Use of Work Equipment Regulations 1998.

B2.7 Delivery of works

Contractors will be allowed an agreed maximum number of dwellings to be opened up at any one time and also a maximum number of dwellings that they may work in at one time. This will mean, once a Contracting Authorities programme is running at maximum capacity, the same amount of starts and finishes of individual properties will take place each week.

Contractor's performance will be analysed monthly, should Contractors fail to achieve satisfactory results in three consecutive months, the volume of work awarded may be adjusted to suit their ability to deliver the Programme.

The methodology to adjust the volumes of work given to Contractors in the overall Programme will depend on individual Contracting Authorities requirements, it is likely that volumes of work will be allocated subject to capacity, funding and based upon the performance to date of Contractors.

B2.8 Remedial and Builders Work

The contractor will be responsible for identifying and undertaking any necessary structural remedial works to the buildings in question (taking into consideration their construction type).

Contractors must ensure they use the appropriate components to repair damaged areas and procedures detailed in the installation instructions.

External and internal rendering repairs should be carried out in accordance with BS EN 13914-1 latest standard.

Contractors will be required to post inspect any remedial works carried out.

The list below outlines the typical remedial and builders works areas covered under the framework;

- Terminate new EWI System along gable verges with a metal trim. Alternatively
- Extend the existing roof covering and fit new PVCu barge board along gable verges where there is in-sufficient overhang to accommodate the new EWI system.
- Terminate new EWI System under existing fascia with a metal trim. Alternatively:
- Extend the existing roof and fit new PVCu fascia and soffit board and new gutter.
- Moving and re-fixing of overhead BT Cables
- Removal, re-alignment and re-fixing of satellite dishes
- Extending existing vents and air bricks using a face fix proprietary system
- Remove, clean and refit new GRP canopies
- Remove any posts or fences that restrict the work being undertaken to the specification and re-align / reinstate on completion of the external finish.
- Remove and reinstate street signage where necessary
- Allow for the trimming of hedges where necessary

- Remove and refit tenants' wall fittings such as hanging baskets, alarm boxes, security lights etc.
- Light clearance of gardens where the work is to be undertaken ensuring a safe environment is formed' (completed in accordance with preservation orders as may be in force at the time, BS 3998: 2010 and The Wildlife and Countryside Act 1981).
- Remove and refit any DDA handrails and where requested erect temporary handrails.
- Remove and refit existing rainwater downpipes including all bearers.
- Rainwater and soil and vent pipes to swan neck into gullies in their original location.
- Excavate existing gully and re-site to new position including back fill and making good of the surface area.
- Supply and fit temporary downpipes or socks to guide rainwater away from the surface of the walls
- Excavate drain, re-site, backfill and make good the surface area.
- Isolate boiler, extend existing flue and undertake tests by a qualified gas engineer.
- Extend any existing boiler plume management.
- Extend any existing external water taps
- Extend any existing waste pipes from bathroom and kitchen
- Extend any existing condensing pipes
- Extend any existing washing machine wastes
- Extend any existing tumble dryer vents
- Fit air recirculation valve to SVP whilst EWI works is undertaken
- Carry out Flue check by registered Gas Safe engineer and issue any relevant paperwork.

B2.9 Guarantee

It is a minimum requirement that the Contractor must demonstrate durability and long-term performance of their insulation or render system, by offering a BBA approved system with an Ofgem approved guarantee valid for a minimum of 25 years covering the whole system including product and installation.

B2.10 Completion of The Works

The Contracting Authority Shall be issued with a handover pack upon completion of the works for each property. The pack will include:

- Details on the manufacturers system installed
- System installation date
- Installers details
- Product data sheets
- Funding report
- Copies of any survey data
- Product guarantee certificate

The Contractors should provide each Tenant with a consumer information sheet which provides details on what has been installed within their property and any basic instructions on how to care for and maintain the system.

The data provided back the Contracting Authority for each property must include the Contracting Authority's UPRN.

The Contracting Authority will not pay any final invoices until the handover pack has been received from the Contractor for each property.

B2.11 Site Supervisor

Contractors shall nominate a Project Manager/Supervisor for each Call-Off Contract. Their main role should include:

- Organise and monitor the day-to-day workloads of the operatives and control of personnel on site;
- Management of overall progress for the work;
- Technical support to the operatives and Contracting Authorities;
- Health and Safety issues;
- Quality/inspection audits on all works carried out by the operatives;
- Communicate, daily, to the Contracting Authority or their representative regarding any problems, requests, etc.;
- Manage orders, deliveries, queries and invoicing.
- Management of sub-contractors enabling works to be completed
- Ensuring all scaffold is checked weekly and reported on.

Any instructions given to the Project Manager/Supervisor shall be deemed to have been given to the Contractor.

The named Project Manager/Supervisor representative must not be changed or taken away without prior notification to the Contracting Authority.

Contractors are required to ensure that all employees and sub-Contractors working on the Call Off Contract are familiar with all the requirements of the specification and schedules.

B2.12 Sub-Contracting

Contractors shall submit a full list of their proposed Sub-Contractors, including address, and their qualifications to the Contracting Authority at the outset of any Call-Off Contract. Sub-Contractors can be added after award, but the Contracting Authority may require certainty that a suitable supply chain has been established with the capacity to start and complete the works in line with the programme.

Sub-Contractors must be accredited installers of the insulation or render system they are installing ensuring the system is a BBA approved system with a valid warranty.

B2.13 Surveying & Design of the Works

Contractors are expected to allow in their completed submission for the costs associated with any surveying or design work as necessary. During each elemental replacement / property will be designed by the Contractor to suit individual requirements but will be based upon the design criteria set out by the Contracting Authority.

It is expected that a simple process will be adopted to assess the costs of each property as it is designed using the agreed schedule of prices. It is NOT the intention for works carried out in each property to be re-measured upon completion. Ideally the Contractor should be in a position to provide the Contracting Authority with the actual costs of the works to each property as each survey and design is completed and before works commence.

The making good of plaster surfaces rather than wholesale re-plastering will be acceptable and Contractors should price their proposals accordingly.

The Contractors shall allow in their submission for the costs associated with the surveying and design, required to undertake the works to each property, in accordance with the Price Frameworks.

Additionally, the following matters are to be specifically addressed when surveying and designing the works, where appropriate:

- It is intended that the survey and design of each element, will be by the Contractor's surveyor visiting each tenant with their own Tenant Liaison Officer (TLO).
- The Contractors TLO will carry out a social survey of occupants to find out if they are able to cope with planned works and what if any particular requirements they have.

Contracting Authorities will be able to check that the cost of the Programme is achievable within their annual budget. This will be done by comparing the rates in the Price Frameworks with those in their stock condition survey.

To achieve this it will be necessary to undertake scoping surveys of every property before pre-entry surveys are undertaken. Scoping surveys will be undertaken during the call off process and surveys will decide the extent of work required, the responsible party for undertaking scoping surveys will be agreed by the Contracting Authority and Contractor during the call off process.

B2.14 Neighbouring Properties and Party Wall

In some neighbourhoods, due to the location of drains, the boundary treatment may not be aligned with the internal party wall. During the initial survey of all properties, the Contractor is expected to flag this up, and to inform any neighbours that they will require access onto their property. In the case of any external works which may go beyond the boundary wall disclaimers are expected to be recorded for each neighbouring property where access is required. This is for scaffold access, as well as boundary issues.

B2.15 Customer Care

Any Most works carried out under this Framework will be in occupied properties with tenants remaining in their homes for the duration of the work or in instances of commercial works, the building will continue to be occupied during the works. Therefore, liaison with the occupiers will be an important issue to Contracting Authorities.

It is expected that the only front line liaison work undertaken by the Contracting Authority will be to inform tenants of when the work is intended to be carried out and by whom.

Contractors shall at their own expense provide all employees and sub-contractors working on call-off contracts with a minimum two-hour training course on customer care prior to commencement on site. Refresher training will be carried out at no greater than two year intervals. The training session should refer to and be in line with the Contracting Authority's customer care policy. A copy of this policy must be issued to all employees before commencement of the contract.

Contracting Authorities may invite Contractors to attend their own customer care sessions/training.

It is the responsibility of the Contractor to ensure that every tenant is treated as a valued customer and with care, respect and courtesy at all times. Arrangements should be put in place to adjust services to the individual needs of tenants, for example in relation to a tenant's spoken or written language, age, gender or disability.

Contractors will be expected to undertake customer satisfaction surveys on behalf of the Contracting Authority. The process and content for surveys will be agreed during a member's call off from the framework.

B2.16 Access and Identity Cards

The Contractor will not be the sole user of these accesses and must maintain clear access to the buildings at all times. Most of the premises included in the contract will be in occupation

whilst the work is being carried out and care should be taken to cause as little inconvenience as possible.

All employees of the Contractor, including Sub-Contractors must at all times carry proof of identity as approved by the Contracting Authority.

Where the premises are occupied and the Contractor requires access to the premises, the contractor will be required to make his own arrangements with the various tenants for the carrying out of the works and agree dates and times when it will be convenient for all or any section of the work to be executed.

Access to all premises will be from the surrounding roads which shall be kept clear of materials and equipment at all times. Any damage to the roads, paths and paving or to any underground or overhead services must be made good by the Contractor at his own expense.

Alternative methods for arranging property access may be employed by some Contracting Authorities, these will be agreed under their call off contract requirements.

B2.17 Project Liaison

Contracting Authorities will nominate a designated Officer to the contract who will be the main point of contact for the whole project.

The Contractor will appoint Tenant Liaison Officers to undertake the day to day customer liaison and ensure the smooth delivery of the agreed programme, from their initial visit to completion and aftercare. The number of liaison officers appointed will be reflective of the programme of works awarded to the Contractor as agreed with the Contracting Authority.

As a minimum for all EEM call off contracts the Contractor's liaison role should cover:

- Written correspondence with the tenant informing them of the programme of work that is to be undertaken
- Visits to all properties affected by the works to explain the process and advise them of any precautions
- Identify and report any potential technical or social problems
- Provide contact details to tenants and any other general information relating to the Contractor and works being completed
- Communication of any changes to the programme of work or scope of works to be carried out
- Organise access for the works and maintain good communication and relations with the tenant throughout
- Initiate, organise and attend any necessary meetings with tenant representatives

- Organise open events and/or home visits to assist tenants in making design decisions and colour choices
- Ensure that written approval/signature is gained from the tenant regarding designs and colour choices or where applicable refusal of the works. Any disagreements or problems encountered with obtaining this tenant approval should be referred to the Contracting Authority
- Liaise with the owners/tenants of adjoining properties in line with clause B2.9
- Ensure that the completion and handover process is carried out in line with the agreed contract procedures
- Ensure that tenants understand the new systems installed and ensure that where relevant information sheets are provided
- Liaise with tenants over the completion of any outstanding repair work and ensure prompt rectification
- Manage complaints and claims in line with the agreed contract procedures
- Assist with the Contracting Authority with undertaking customer satisfaction surveys
- Assist with the establishing, collating and monitoring of customer satisfaction levels including attendance at any project meetings to provide feedback
- Develop and maintain records for each property ensuring all correspondence to and from the tenant is recorded

B2.18 Safeguarding

Contracting Authorities have a responsibility for ensuring that all contracts make provision for the safeguarding of vulnerable adults and children.

Safeguarding applies to contracted work which involves direct contact with children, young people or vulnerable adults and work that is due to take place in or overlooks an area which children, young people or vulnerable adults regularly use.

Evidence will need to be provided which shows you have safeguarding policies and procedures in place or that you comply with and promote the principles of safeguarding.

B2.19 Site Rules

The rules listed below are the minimum expected by EEM for all call off contracts and should be allowed for within the tendered prices:

- All site personnel must have the relevant level CSCS card
- All site personnel must be compliant with any obligations arising to the Disclosure and Barring Service

- All site personnel are expected to behave in a courteous manner to tenants, service users and members of the public during the works. The use of bad or offensive language will not be tolerated by any of our Contracting Authorities
- Safety footwear and other relevant personal protective equipment is mandatory for all site personnel
- All site personnel are expected to display the Contractors logo on clothing or high visibility jackets or have other acceptable means of identification at all times during the works. Any personnel who cannot provide proof of identification when requested will be reported
- Smoking is prohibited in all properties by all site personnel
- Radios, CD players etc. must not be played on site during the works
- Site personnel must introduce themselves to the tenant before entering the property
- Overshoes shall be worn to protect the tenant's carpets when in the property.
- Tenants and members of the public must be treated with courtesy and respect at all times
- Core hours of work will be 8am to 5pm Monday to Friday, however on occasions additional weekend hours may be needed to ensure delivery of the programme in agreement with the Contracting Authority
- At the end of each day the property must be left in a secure, weather proofed, clean condition with toilet and washing facilities available.
- All rubbish and debris should be removed from site as it accumulates
- Adequate protection, screening and sheeting should be provided for all fixtures, fittings, carpets, furniture and other property of the tenants. The Contractor shall be liable for any damage caused by the execution of the works
- Tenants should have uninterrupted ingress and egress to the property and all roads and footpaths in the vicinity of the working area should be kept in a clean, unobstructed and safe state
- Any plant, materials, mud, concrete or rubbish deposited on the roads or footpaths should be removed immediately. Concrete, mortar etc., shall not be mixed on roads or footpaths
- Access for emergency vehicles must be maintained at all times
- All necessary precautions should be taken to ensure the safety of tenants, members of the public and site personnel

- All site accident reports, RIDDOR reports and accident investigations should be sent to the Principal Designer within 3 days of the accident
- Copies of general site inspection forms should be sent to the Principal Designer on a monthly basis
- Where possible existing services are to be maintained until the new services are installed and ready for use. If temporary services are necessary, they must be adequate for their intended use and be approved in advance by the Contracting Authority
- All power tools used on site should be powered by an 110v transformed or from rechargeable batteries. The recharging of batteries should not take place in properties

Should at any time the above site rules or any other contract specific site rules are not complied with, the Contracting Authority reserves the right to remove the individual from working on any property until appropriate action has been taken. Should this occur on more than two occasions the Contracting Authority has the right to ban the individual from working on any premises owned or managed by it.

B2.20 Management of Risk

Contractors will be expected to work with Contracting Authorities to minimise any risks to delivering the programme within the available budgets and time.

All risks should be identified and each party to the call off contract will agree how and by whom such risks will be managed.

Pedestrian Closures: The closure of specific sections of the Footpath should be clearly visible to pedestrians using suitable barriers with all appropriate permissions.

B2.21 Permits and Trade Organisations

Contractors must hold and maintain throughout the period of the Framework all licences and permits lawfully required for the provision of the service. Copies of such licenses shall be required together with details of membership of any applicable trade organisation at Call-Off.

B2.22 Considerate Constructors

All Contractors must be registered with the Considerate Constructors scheme. Results may be monitored and considered as part of the contract specific key performance indicators.

B2.23 Health & Safety

The Contractor is required to ensure work is delivered in a manner that does not infringe health and safety regulations. Contracting Authorities have a responsibility to comply with the Health and Safety at Work Act 1974.

The Contractor shall in performing the works required, adopt safe methods of working in order to protect the health and safety of his own employees, employees of the Contracting

Authority and all other persons likely to be affected by the Contractor's activities, including the tenants of the property and other members of the public.

The Contractor shall act as the Principal Contractor and shall provide for the health, safety and welfare of people at work and those who may be affected by their operations. They must be able to demonstrate how they meet their employer's duties under 'The Health and Safety at Work etc. Act 1974' and 'The Management of Health & Safety at Work Regulations 1999'. Specific Health & Safety Duties the Principal Contractor will ensure they are aware of and comply with their duties under relevant acts, regulations and standards as applicable to their area of operations. This will include but not be restricted to 'The Construction (Design and Management) Regulations 2015' and associated legislation. In particular, they must have policies and procedures which ensure:

- Complete and submit all required CDM documentation, RAMS, Construction Phase Plan, Detailed Programme of Works
- Principal Contractor will be responsible for development of the Health and Safety Plan. The Health and Safety File will be produced by the Principle Contractor for assessment by the Principle Designer which will form a record of works carried out and information deemed necessary for future use. This should be issued to the Contracting Authority/Contract Administrator at or preferably just prior to Practical Completion/Handover for his inspection. Details to be agreed between the Principle Designer and Contracting Authority.
- risk assessments,
- safe systems of work,
- method statements and
- work permits are implemented as applicable.
- Arrange for periodic site health and safety inspections/audits.
- Maintenance of a site accident book and shall report any accidents/incidents and ill health reportable under RIDDOR shall be notified to the Contract Administrator on the same day as the incident occurred.
- As the principal contractor, maintain records to demonstrate the achievement of the project safety goals
- co-operate with any inspector/auditor.

The site(s) are occupied and will require consideration during the works e.g. trip / slip hazards, falling materials, dust and noise pollution, etc.

Health & Safety Management Systems the Principal Contractor will implement an Occupational Health & Safety Management System as part of the risk management strategy. Examples of such systems include that described in the Health & Safety Executive document

‘Successful Health & Safety Management, HSG65’, and the BS standard, ‘Occupational Health and Safety Management System (OHSAS) 18001:2007’. They will also consider participating in one of the many H&S validation schemes such as the ‘Contractors Health & Safety Assessment Scheme (CHAS)’.

B2.24 The Construction (Design and Management) Regulations 2015

All designs will address health and safety issues and the project will aspire to be injury and incident free. All health and safety risks, including occupational health and safety, will be assessed, communicated and managed.

All operatives and staff will hold an appropriate CSCS card.

The Principal Contractor will ensure that any contractor and designer it appoints meet their own duties under the CDM Regulations 2015 as outlined in the ACOP. The Principal Contractor will provide to the Contracting Authority 1 copy on paper, 3 copies on CD/DVD and 1 copy on USB of the Health & Safety File & Operating & Maintenance Manual, at Practical Completion. The Principal Contractor is advised that the CDM Regulations relating to Health & Safety in construction will apply on all developments. The Principal Contractor will be appointed as such under the terms of the CDM Regulations and will be responsible for the development, preparation of, and compliance with the Construction Phase Health and Safety Plan in accordance with the CDM Regulations 2015. The cost of complying with these regulations shall be included within the Contract Sum.

B2.25 Asbestos

Contracting Authorities have a responsibility to comply with the Control of Asbestos Regulations 2012 and relevant approved codes of practice and guidelines.

The Contractor must ensure that their employees, including any sub-Contractors are fully trained and competent in working with asbestos.

Many Contracting Authorities maintain their own in-house asbestos database which Contractors will be given access to prior to commencing any works. Information stored against each property may vary across each Contracting Authority dependent on their approach to asbestos surveys.

The Contractor must report immediately to the Contracting Authority in the event any suspected asbestos based materials are discovered during the works. The Contractor must avoid disturbing such materials and agree a detailed process for the survey and removal of asbestos with the Contracting Authority before the commencement of the Call Off Contract.

B2.26 Data Protection

Contractors must act within the law at all times and shall observe their obligations under the Data Protection Requirements and shall not perform their obligations under this contract in such a way as to cause EEM or any Contracting Authority to breach any of its applicable obligations under the Data Protection Requirements. They must maintain strict Contracting Authority confidentiality and where appropriate comply with the Freedom of Information Act.

B2.27 Contract Conditions

EEM considers that the type and scale of works involved in this Framework will produce the best long term results, by operating in partnership with the Contractors.

Once awarded an overarching Framework Agreement will be established from which each EEM member will call-off from.

As exact projects/works are unknown at this stage and may vary greatly we cannot provide individual contract terms. However, the 3 main forms of contracts used under our Frameworks are:

- a) <http://www.jctltd.co.uk/product/measured-term-contract>
- b) <http://www.jctltd.co.uk/product/minor-works-building-contract>
- c) <https://www.neccontract.com/Products/Contracts/Term-Service-Contract/NEC3-Term-Service-Short-Contract-TSSC>

B2.28 Pricing

Contracting Authorities do not require separate prelims and Contractors will be asked to provide a cost inclusive of prelims. If separate prelims are required, this will be agreed and priced at the time of call off.

The rates within the Price framework (Part C) document will be fixed for 12 months from the start date of the framework (April 2017). The rates shall be negotiated up to the BCIS General Building Cost Index for each additional 12-month period after April 2018. Negotiations will be based on the indices available at the 1st of the month preceding the term start date. A minimum of 45 days' notice must be provided to EEM before any increases can be applied to the framework rates.

EEM will require a commission fee for the works. This shall be added to the Price framework (Part C) document –post tender and should not be included within your initial Price framework submission.

The Contractors cost for the management and payment of the fee shall be included.

Where the pricing submitted during the call off process differs from the Framework rates, each Call Off Contract will be awarded based on fixed pricing for an agreed first period. The period will be detailed within the mini competition documents or agreed during the direct award process. Where this is not stated price, changes will fall in line with the Framework period.

Contracting Authorities are often cash flow driven and accurate, detailed management information will be required on a regular basis. The Contractor will be expected to provide detailed cash flow forecasts monthly.

Part B3 – Experience, Qualifications and Accreditations

To demonstrate your competence and compliance with health and safety it is expected as a minimum the contractor will hold the below listed qualifications/accreditations. Where an accreditation is renewed during lifetime of the framework, details are to be provided to EEM and any of our Members you are working for at the time.

Qualifications, Accreditations and Associations
Construction Skills Certification Scheme (CSCS)
CHAS or Safe Contractor
National Insulation Association (NIA) or Insulated Render and Cladding Association (INCA)
The Construction Industry Scaffolders Record Scheme (CISRS) (Scaffold Works)
PAS 2030 – Accredited to Latest standards and maintained throughout framework lifetime.
NICEIC/ECA (or equal approved) membership (Electrical works carried out by electrical engineer)

A list of regulations applicable to this framework are detailed below;

Regulations and British Standards
Construction Design Management 2015 (CDM)
Environmental Protection Act 1990
The Health & Safety at Work Act 1974
The Electricity at work act 1989
Provision and Use of Work Equipment Regulations 1998 (PUWER)
Building Regulation (Latest Edition)
Working at Height Regulations 2005
National Access & Scaffolding Confederation (NASC) – Good Practise Guide
BS 8414-2 Latest Edition
BS EN 13914-1 latest edition
BS ISO 8000-8 latest edition
BS EN 12811-4 latest edition

BS7671 Latest edition
BS ISO 6946:2007 latest edition
BS EN ISO 13789 latest edition
BS EN ISO 10456 latest edition
BS5628 latest edition
BS 8211 latest edition
BS 8212 latest edition

Part B4 – Service Level Requirements

B4.1 Service Levels

Working Hours	Standard working hours (08:30 – 16:30) Mon - Fri
Surveys	Are to be carried out within 2 working days of the instruction and survey information returned to Contracting Authority on the day of the survey

B4.2 Account Management Service Levels

Account Manager	A Nominated Account Manager must be provided to both EEM and Contracting Authorities. During times of absence appropriate cover is to be available. The Account Manager will be required to attend regular review meetings as requested by the both EEM and Contracting Authorities.
Customer Care	The Contractor shall meet the customer care expectations of each Contracting Authority as agreed in each call off contract. The minimum standard is stated above in B2.10
Service Problems	The Contractor must notify the Contracting Authority as soon as they become aware of any issue which may delay or alter the agreed programme. The Contracting Authority will expect the Contractor to propose solutions to any issues and work together to prevent similar issues arising in the future.
Supply Issues / Out of Stocks	Any supply issues relating to nominated materials including risk of future out of stocks must be communicated to both EEM (if using the approved supply chain) and Contracting Authorities within 3 working days of internal notification.

Variations	Any contractual variations shall be in writing and signed by the Contracting Authority or their authorised representative and the price/additional works shall not become effective until they have been agreed in writing.
Complaints Procedure	Complaints should be responded to and resolved within 24 hours and a full report provided within 72 hours.
Value Engineering	The Contractor must be willing to provide financial benefit through value engineering and ensure efficiency savings are achieved year on year throughout the duration of this Framework. This will be in conjunction with EEM and the Contracting Authorities.

B4.3 Account Administration Service Levels

Purchase Orders	No orders shall be accepted without a valid order number. Orders shall be raised for the entire scope of works or elements of work.
Payments	The Contracting Authority shall pay all invoices (including any Value Added Tax properly chargeable thereon) within 30 days of receipt providing the Contracting Authority has certified for payment
Invoicing	Invoices submitted are to be in line with the agreed payment process as agreed at the pre-contract meeting.
Performance Reporting	Performance reporting will be required by Contracting Authorities as part of their performance monitoring system. Contractors will be expected to adhere to any requirements set by the Contracting Authorities. EEM may also be included monitoring of performance to ensure that our approved Contractors are delivering the expected service levels.

B4.4 Framework Management Service Levels

Rate fluctuations	Due to the varying project sizes of our Contracting Authorities we do <u>not</u> expect that the prices submitted in the Price framework (Part C) document to be fixed and applied to every call off contract. However, during any mini competition procedure Contractors will be expected to justify their reasons for any price adjustments. Rate fluctuations for individual call off contracts will be in line with B2.25 above and EEM will monitor how increases (or decreases) are managed and applied across the different contracts. EEM expect all Contracting Authorities to be treated equally.
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Insurance with the stated indemnity limit must be held for the duration of the Framework	Employer's £5 million for each and every claim Public Liability £10 million for each and every claim Professional Indemnity £5 million for each and every claim
EEM Commission	<p>EEM is financed by commission payments. All prices submitted within the Price framework (Part C) document must be net and will be used as a base rate for all call off contracts through the Framework.</p> <p>Following the award of the Framework, EEM will uplift the base rates by a maximum of 1.5% before any rates are promoted to Contracting Authorities. The exact % of commission to be added will be agreed by EEM at the point an enquiry is received.</p>
Commission Payments	<p>Monthly Commission report submitted within 7 days of the end of each month as stated in Part E EEM Framework Agreement.</p> <p>Failure to pay the EEM commission may result in termination from the Framework or payments being withheld from Contracting Authorities as per clause 15.1.2 of the EEM Framework Agreement.</p>
Additional items	Additional schedule of rates may be added to the price framework as and when required by Contracting Authorities after framework award. These will also be incorporated within this framework and made available to all Contracting Authorities using the Framework.

B4.5 Performance Monitoring

A detailed performance monitoring system will be established with each Contracting Authority prior to the commencement of any call off contract. This will include an agreed set of key performance indicators which will be monitored on a monthly basis. Example indicators are:

- Customer satisfaction
- Timescale for completion of each property
- Properties accepted at first handover
- Defects resolution
- Predictability of spend
- % of stock with services completed

Representatives from EEM may be included in the monitoring of individual call off contracts to support and assist our members and also to ensure that Contractors who secure a place on the Framework are working to the required standards.

B4.6 Social Value

Both locally and nationally, there has been increasing crystallisation in recent years of the importance of public services in generating wider benefits to residents alongside just simply delivering core services. Most recently, this has culminated in the passing of the Public Services (Social Value) Act 2012 (SVA), which makes it a legal requirement for public bodies to consider how they might improve the social, economic and environmental wellbeing of their local area.

This has led many Contracting Authorities to develop their own initiatives to meet this requirement. Detailed requirements of any initiatives applicable to works detailed in this specification will be outlined during the mini competition process. These may include (but are not limited to):

- Use of local employment hubs for any recruitment directly linked to the contract
- Requirements to take on apprentices
- Supporting local community schemes
- Working with local schools and colleges
- Development of an Employment and Skills plan for the duration of the contract
- Monitoring social value through a nominated measurement tool

EEM Ltd are keen to support Contracting Authorities with these initiatives all successful Contractors will be expected to engage with and fully support the Contracting Authority where required.

Part B5 – Form of Tender

TO BE COMPLETED AND RETURNED WITH REQUESTED DOCUMENTS

I/We have read and understood the Invitation to Tender and do hereby offer to execute and complete in accordance with this Specification, the Conditions of Tendering and the EEM Framework Agreement all as contained within this ITT documentation, immediately on its presentation by the Employer.

I/We* hereby tender the price, which includes for profit, preliminaries, on-costs and overheads, understand that it will be used by the Contracting Authorities to ascertain the rates and prices to be used to measure and value all work undertaken under the Framework.

I/We understand that EEM may accept all, part, or none of the tender proposed.

I/We* understand that my/our* price shall remain firm and fixed for twelve months from the contract commencement date.

I/We* understand that this tender is to remain open for a period of six calendar months from the date for return of tenders.

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

In submitting this Form of Tender I/we* warrant and represent to and undertake with EEM that:

- (a) I/We* have fully understood the entire content of the tender documentation in particular, I/We* fully understand and fully accept the obligations set out - and that, accordingly, my/our* submission is made in the knowledge and acceptance of all the content of the documents, without exception whatsoever.
- (b) All information, representations and other matters of fact communicated (whether in writing or otherwise) to EEM by the Contractor, or its employees, in connection with this Form of Tender are true, complete and accurate in all respects.
- (c) I/We* have not submitted this Form of Tender, nor will enter into the Framework Agreement in reliance upon any representation or statement (whether made orally, in writing, or otherwise) which may have been made by EEM, except a representation contained within the tender documents or made by EEM in writing.
- (d) If awarded all or elements of the Work, I/We* have full power and authority to enter into the Framework Agreement and subsequent Call Off Contracts to carry out the Work. I/We* will fully discharge my/our* obligations under the Framework Agreement and will meet the performance and quality targets set out therein from the commencement of such agreement and will assist EEM and their Contracting Authorities as required on performance, quality and administration of the works.
- (e) I am/we are* of sound financial standing and have sufficient working capital available to me/us* to carry out the Work in accordance with the agreement for the entire duration of the Framework Period.

I/We confirm that the company bidding and/or its directors/partners have or have not been convicted of any of the following offences:

- conspiracy; corruption; the offence of bribery; fraud (within the meaning of the offence of cheating the Revenue, the offence of conspiracy to defraud, fraud or theft, fraudulent trading, defrauding the Customs, an offence in connection with taxation in the EC, destroying defacing or concealing of documents or procuring the extension of a valuable security;
- money laundering; any other offence within the meaning of Article 45(1) of the Public Sector Directive and has not been: in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with any creditors or any analogous state, or subject to relevant proceedings;
- convicted of a criminal offence relating to business or professional conduct;
- committed an act of grave misconduct in the course of business;
- failed to fulfil its obligations relating to the payment of social security contributions and or payment of taxes;

- guilty of serious misrepresentation in providing any of the information required under this regulation

All information supplied is accurate to the best of our knowledge, that we have assessed and identified any information which we consider to be confidential and should not be released without consultation and we will undertake to notify EEM of any material changes in the Company's position.

I/We certify that this offer is made without prejudice to our liability for breach of any of our obligations under the Framework Agreement and (the Tenderer) shall be liable for and shall indemnify EEM against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law in respect of:

- any financial or economic loss
- in consequence of or in any way arising out of any infringement of any copyright, patent etc applying to the design, equipment and, or services supplied and in consequence of or in any way arising out of any defect in the design, equipment and, or services or the delivery and, or installation and, or commissioning (as appropriate) of the design, equipment and, or services by the Tenderer, its servants or agents except insofar as such loss, damage or injury shall have been caused by negligence on the part of EEM, its servants or agents.

I/We acknowledge that if we have acted or shall act in contravention of this signed 'form of tender' statement, EEM shall be entitled to recover from ourselves the amount of any loss and expense resulting from such omission/s.

Should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer submitted by me/us, I/we shall correct these errors immediately by written confirmation. EEM reserves the right to consider my/our revised bid and withdraw its offer to purchase the goods or services.

I/we acknowledge that if I/we return a tender bid and if I/we act or shall act in contravention of the terms within this ITT, EEM will be entitled to cancel the agreement and to recover the amount of any loss and expense resulting from such a cancellation.

I/we have read the above statements and I am authorised to agree the Terms.

I/we understand that a commission will be payable to EEM on any works carried out as set out in Part E EEM Framework Agreement.

I/we have submitted our rates as Nett and are therefore exclusive of the commission which will be payable to EEM. I/we understand that a percentage will be added to these rates following the award of the Framework.

Signed:

Position:

Date.....

Contact details:

Name of organisation: