

**WINDOW CLEANING SERVICES**

**OF COMMUNAL AND OTHER GLAZING**

**AS SPECIFIED AT PROPERTIES OWNED BY**

**FORTIS LIVING [FESTIVAL HOUSING AND**

**WORCESTER COMMUNITY HOUSING]**

## Fortis Living

**Progress House**

**Midland Road**

**Worcester**

**WR5 1DU**

**SECTION 1**

**INSTRUCTIONS TO TENDERERS**

1.0 **BRIEF DESCRIPTION OF CONTRACT**

* 1. The Employer, Fortis Living, wish to enter into contract with Contractors for routine bi monthly communal area window cleaning for various general needs and sheltered housing schemes. The Contract will comprise:
1. External and internal (where specified) Cleaning of Communal Windows and Glazed Doors and Frames and other glazing as specified.

1.2 It is intended that contracts will be awarded to Contractors for the Routine Cleaning Work to be issued under this contract and in respect of all schemes administered by the Employer indicated in Section 7 and Section 10 Appendix 'A'.

1.3 To assist the Contractor in the preparation of his tender information relating to the Schemes is given in Section 7 and Section 10 Appendix 'A'.

1.4 The Contract period is in respect of schemes which are likely to be occupied by tenants and leaseholders of the Employer and may remain occupied whilst the jobs are undertaken.

1.5 The Contractor shall be expected on the first clean to bring all windows doors and frames in areas as set out in the Schedule of Properties as set out in Section 7.

1.6 The Contractor will provide a programme of work. The programme will indicate the scheme address proposed date of clean. The contractor will give the Supervising Officer at least 24 hours notice of any reasons to change to the programme.

1.7 The Contract period will be as stated in the Contract Details section herewith.

1.8 The tender evaluation will consider the Tendered Rates and specific quality criteria. The Employer shall not be bound to accept the lowest tender and reserves the right at its absolute discretion to accept or reject any Form of Tender submitted. In evaluating tenders the Employer shall have regard without limitation to the following:

 (a) The ability of the Tenderer to perform the Services in accordance with the Contract Documents with particular reference to:

 (i) The facilities and other resources available to the Tenderer to perform a contract of this type;

 (ii) The experience and competence of the Tenderer to provide the Services in accordance with the submitted Method Statement;

 (iii) The extent to which the Tenderers intend to subcontract any part of the Services;

 (iv) Any of the methods, systems, codes, programmes or other information, details of which the Tenderer is required to submit with its Method Statement;

 (b) The Tenderer's financial stability;

 (c) The Tendered Rates.

1.9 The Form of Tender requires a Method Statement to be submitted as part of the tender process. The statement should set out:

 (a) Details of the Tenderer's proposed method of working including:

 (i) A general description of the arrangements and methods which the Tenderer proposes to adopt in order to ensure continuous performance of the Service (including on Bank and other Public Holidays) in accordance with the Contract;

1. A general description of the management structure (together with an organisational chart indicating the same) and the supervisory methods which the Tenderer proposes to adopt in the provision of Services, any such description shall include an indication of the competence of the supervisory staff the Contractor proposes to use in the Contract;

 (iii) The full postal addresses of each of the premises from which the Tenderer will carry on and control the performance of the Services;

 (iv) The number of Operatives the Tenderer proposes to engage in the provision of the Services together with details of how such Operatives are to be deployed to carry out the Services and their level of skill. For the avoidance of doubt Operatives excludes Supervisors and Contract Managers;

 (v) The Tenderer's proposed arrangements for ensuring that at all times back-up personnel will be available to cover for absence due to sickness, holidays, bank and public holidays and variations in the amount or frequency of work required to be performed pursuant of the Contract Documents;

 (vi) The normal working hours of the Tenderer;

 (vii) The number, designation, duties, responsibilities, relevant experience and qualifications and operational base of any Contract Manager, authorised deputies and supervisory staff;

 (viii) The method of communication (if any) which the Tenderer proposes to use to ensure that it can maintain contact with its Operatives;

 (ix) The Tenderer's proposed system for clearing or re-scheduling any backlog of work caused by inclement weather;

 (x) The Tenderer's proposed system for dealing with any complaints;

 (xi) Details of any parts of the Services which the Tenderer proposes to subcontract;

 (xii) The Tenderer's proposals for implementing and monitoring the requirements of the Contract Documents in respect of the Contract and dealing with the employees of the Employer, Employer tenants, leaseholders and members of the public affected by the provisions of the Service.

 (b) The Tenderers policies, codes or procedures relating to the health, safety and welfare of Operatives, the employees of the Employer and any other persons (including members of the public) affected by the provision of the services. Prior to the acceptance of the Tender the Contract Administrator will advise the Tenderer either that the submitted Codes of Practice for health and safety are acceptable or will advise on the alterations required. The Tenderer will be required to make such alterations as the Contract Administrator may reasonably advise and the approved Codes of Practice for health and safety will form part of the Contract;

 (c) Full details of the health and safety at work of the Tenderer during the three **3** years immediately preceding the Tender including details of all accidents, occurrences, or near misses, whether any injury has resulted and whether the Health and Safety Executives have investigated any occurrence;

1. A brief report indicating the experience, qualifications and resources at the disposal of the Tenderer which the Tenderer believes demonstrate its ability to perform the Services;

 (e) Details of all Premises, which the Tenderer proposes to use in the performance of the Services;

 (f) Any additional information that the Tenderer feels may support its Tender;

 (g) Such other matters as are required to be provided by the Contract Documents.

2.0 **GENERAL INSTRUCTIONS**

2.1 The Contractor shall be deemed to have carefully read and examined all the Contract documents before submitting his tender.

2.2 The Contractor must acquaint and satisfy himself with all conditions likely to affect the execution of any of the Works Orders issued, including the types, construction and location of the dwellings and buildings, as no claim by the Contractor for additional payment shall be allowed on the grounds of any misunderstanding, or ignorance due to the lack of knowledge of the conditions, regulations or requirements on which the Contract is to be executed.

2.3 The Contractor shall complete the Form of Tender in respect of this contract and price each item where required, clearly in ink and sign the Certificate of Non‑Collusion attached. All the documents provided shall be completed as appropriate and shall be returned no later than the date and time set for return of tenders as stated in the Invitation to Tender.

2.4 The envelope shall bear no distinguishing matters or mark intended to indicate the identity of the senders and no tender received after that date and time set for return of tenders will be considered.

2.5 The Employer will not be liable for any expenses incurred by the Contractor in the preparation of its Tender.

2.6 The Tender shall be submitted strictly in accordance with the Tender Documents, that is without qualifications. Failure to comply with this requirement, may at the option of the Employer, invalidate the Tender.

2.7 In the event that the Tenderer is successful, he will be expected to undertake all duties of the Principal Contractor in compliance with the requirements of the Construction (Design and Management) Regulations 1994, insofar as they are applicable to the Works.

3.0 **TENDERED RATES**

3.1 The Cleaning Rates as tendered are fixed for the first calendar year of the Contract Period.

3.2 Any increase/decrease to the Cleaning Rates tendered shall be calculated on the basis of increases/decreases as calculated as the Consumer Price Index percentage rate as at the first calendar day of September in the All Items column of the General Index of Retail Prices as set out in Clause 2.0 of the Preliminaries and General Matters section contained herewith.

Information on Base Indices for the All Items Index (CPI) can be obtained from the Office for National Statistics, Consumer Prices and General Inflation Division, D2/13, 1 Drummond Gate, London, SW1V 2QQ Telephone 0171 533 5874 Fax 0171 533 5863 or on the ONS website [www.ons.gov.uk](http://www.ons.gov.uk)

4.0 **POTENTIAL HAZARDS**

4.1 In discharging its duties under Health and Safety legislation the Employer hereby brings to the attention of the Tenderer significant potential hazards of which it is aware, which may be encountered whilst carrying out the contract works and which Tenderers may not otherwise be readily aware of:

 4.1.1 Much of the work will be carried out in occupied premises where the presence of the following could especially give rise to hazards:

 a) Children;

 b) Disabled people;

 c) Elderly people;

 d) Visitors to the premises who may be unaware of any work(s); and;

 e) Persons from an ethnic minority group where the said persons may have little or no command of the English language.

4.1.2 Other contractors and technicians may be working in or on any premises contemporaneously with the Tenderer should this Tender be successful.

4.1.3 The Tenderer should he be successful may in some premises possibly encounter limited amounts of materials containing substances which could be harmful to health.

4.1.4 Asbestos, this may be in the form of linings and insulation and will generally be painted.

4.1.5 Some of the heating boilers and appliances may contain substances such as Alumino Silicone Fibre used in combustion chamber linings.

4.1.6 In the event that the Tenderer is successful, he shall whilst carrying out the contract works give full regard to the above list of hazards and employ proper safe working practices.

**CERTIFICATE OF NON‑COLLUSION**

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the returnable date for this tender any of the following acts:

(a) Communicate to a person other than the person calling for these tenders the amount, or approximate amount of the proposed tender;

(b) Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

(c) Offer or pay or give or agree to pay or give any sum or money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or things of the sort described above.

In this certificate, the word 'person; includes any persons and any body or association, corporate or unincorporate; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signature: .....................................................................

On Behalf of:

Full Name of Tenderer .....................................................................

Address: .....................................................................

(In the case of a Limited

Liability Company the .....................................................................

registered office)

 .....................................................................

 .....................................................................

Date: .....................................................................

**DEFINITIONS AND INTERPRETATIONS**

The attention of Contractors is specifically drawn to the following words and expressions used in the Contract Documents and which shall except where the context otherwise requires have the meanings hereby ascribed to them:

The “Adjudicator” for the purposes of Conditions of Contract Conditions 20.0 and 21.0 shall be …………………………………………………………………[insert name and address here] or, shall mean the person to be agreed between the parties or, appointed in accordance with the provisions of Condition 20.3 to act as the Adjudicator for the purpose of this Contract in compliance with Section 108 of the Housing Grants, Construction and Regeneration Act 1996.

"Arbitrator" means the person appointed in accordance with the provisions of Conditions of Contract Clause 22.0.

"Authorised Officer" means any Officer appointed in accordance with the provisions of Conditions of Contract Clause 4.4.

"Schedule of Rates" means the prices submitted by the Tenderer as defined in this contract.

"Commencement Date" means the date stated in the Contract Details or otherwise agreed in writing between the parties to be the commencement date for the execution of the Work by the Contractor.

"Conditions" and “Conditions of Contract” means the Conditions of Contract included in the Contract Documents.

“Contract” means the contract set out and described in the Contract Documents

"Contract Documents" means the documents listed in the Contract Details.

"Contract Period" means the period stated in the Contract Details.

The "Employer" shall be Fortis Living, also referred to in the Contract Documents as the Employer and/or any successor in title of the Employer or assignee and anybody to which all or part of the functions of the Employer may lawfully be transferred.

“Employer’s Property” shall mean the dwellings, sheltered schemes, hostels, and like properties together with related common and communal areas, environs and related assets forming the Employer’s property portfolio and for which the Employer undertakes the maintenance and repairing obligations as part of his management function on the behalf of his tenants, leaseholders, residents and others, as well as his own responsibilities as Landlord

“CDM Regulations” shall mean the Construction (Design and Management) Regulations 1994 or any remaking thereof or any amendment to a regulation therein.

“Health and Safety Plan” shall mean the plan provided to the Principal Contractor and developed by him as necessary to comply with regulation 15(4) of the CDM Regulations and, for the purpose of regulation 10 of the CDM Regulations, received by the Employer before any construction Work under a Works Order has started; and any further development of that plan by the Principal Contractor during the carrying out of the Works Order.

The "Planning Supervisor" appointed by the Employer in accordance with the Construction (Design and Management) Regulations 1994 shall be Mrs Becky Smith or any other person or persons to which all or part of the functions, roles or duties of the Planning Supervisor may lawfully be transferred.

“Principal Contractor” shall mean the Contractor or any successor duly appointed by the Employer as the Principal Contractor pursuant to the CDM Regulations.

The "Expiry Date" means the date stated in the Contract Details or as otherwise occurring by reason of these Conditions which specifies termination of the Contract.

“Public Holiday” shall mean Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday

“Work or Works” shall mean the Cleaning Maintenance Work and the supply of labour and/or materials and/or plant as ordered from time to time under the provisions of the Contract to the Employer’s Property.

"Rates" and/or "Prices" shall be deemed to refer to the Contractor's tendered rates and prices which are stated and extended in the Collection Sheet and incorporated herein.

"Scheme" shall mean any of the addresses or locations being sites for the undertaking of works identified in the Routine Cleaning Collection Sheet and incorporated herein in Section 7.

The Contract shall be governed by and construed in accordance with English Law.

A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument or the like shall include a reference to any amendment or re‑enactment of the same.

Words importing the masculine gender include the feminine gender; words in the singular include the plural and vice versa, and words importing individuals shall be treated as importing corporations and vice versa.

Condition headings and notes are for ease of reference only and shall not affect construction or interpretation of the Contract.

**ARTICLES OF AGREEMENT – FORTIS LIVING**

 **This Agreement** is made the .... day of ...... 201......

 between Fortis Living ....... (hereinafter called 'the

 Employer') of the one part AND ..........................................

 .....................................................................................................of (or whose

 registered office is at) ..............................

 ............................................... (hereinafter called 'the Contractor') of the other part

 **Whereas**

**Recitals** 1st The Employer requires communal service cleaning work to be carried out at various scheme locations (hereinafter called 'the Works') in accordance with the details set out or referred to in the Contract Details and/or Appendix; and has appointed a Contract Administrator to issue orders for these Works and to carry out the functions ascribed to the Contract Administrator by the Conditions;

 and

 2nd The Contractor has offered to carry out the aforesaid communal service cleaning works upon the Terms and Conditions hereinafter set out; and has stated the sum he will require for carrying out such work, which sum is that stated in Article 2 and has priced the collection sheet; and the Employer has accepted that offer;

 and

 3rd The Contract Documents have been signed by or on behalf of the parties.

 **Now it is hereby agreed as follows**

 **Article 1**

 For the consideration hereinafter mentioned the Contractor will in accordance with the Contract Documents carry out and complete the communal services cleaning work referred to in the 1st Recital together with any changes made to that work in accordance with this Contract (hereinafter called 'the Works).

 **Article 2**

 The Employer will pay the Contractor for the Works the sum of .................... Pounds.

 exclusive of VAT or such other sum as shall become payable hereunder at the times and in the manner specified in the Contract Documents.

 **Article 3**

 The term 'Contract Administrator' in the said Conditions shall mean the Employer's Maintenance Officer or in the event of her death or ceasing to be the Contract Administrator for the purpose of this Contract such other person as the Employer shall nominate for that purpose, provided that no person subsequently appointed to be the Contract Administrator under this Contract shall be entitled to disregard or overrule any certificate or instruction given by the Contract Administrator for the time being.

 **Article 4**

 If any dispute or difference as to the construction of this agreement or any matter or thing of whatsoever nature arising thereunder or in connection therewith between the Employer or the Contract Administrator on his behalf and the Contractor either during the progress or after the completion or abandonment of the Works or after the determination of the employment of the Contractor it shall be and is hereby referred to arbitration in accordance with Clause 19 of the Conditions.

**EXECUTION**

**Executed as a Deed by the Contractor**

Namely

Acting by a Director and the Company Secretary/two Directors of the Company

………………………………………….. and ……………………………………………

*Print name of signatory* *print name of signatory*

…………………………………………. …………………………………………….

*Signature Director* *signature (company secretary/Director)*

\* Delete as appropriate

**Execution as a Deed by the Employer**

Namely: Fortis Living

By affixing hereto the common seal of the company

In the presence of:

………………………………………………………. Board Member

………………………………………………………. Company Secretary

**CONTRACT DETAILS**

**CONTRACT DATE**

**EMPLOYER**

The Employer is: Fortis Living

of

Progress House

Midland Road

Worcester

WR5 1DU

Telephone: 0330 123700

Email: info@fortisliving.com

**CONTRACTOR**

[DETAILS TO BE ENTERED POST AWARD]

**CONTRACT ADMINISTRATOR**

The Contract Administrator is **Becky Smith**, or Nominated Officer, Telephone 01684 579601, email: bsmith@fortisliving.coM

**DESCRIPTION OF WORKS**

The job specifications and work requirements will cover Communal Cleaning as defined in the Specification herewith to properties in the ownership of or rented by the Employer.

In this respect, properties shall **be deemed to include; communal access areas; sheltered accommodation; all associated communal areas within the boundaries of each scheme.**

The Contractor's tendered Cleaning Rates and prices are deemed to include for all costs associated with undertaking the Works indicated under "Description of Works" including working in isolated areas as necessary.

**SPECIFICATION PARTICULARS**

The descriptions given in the enclosed Particular Specification are notional and cannot be construed as being indicative of the work content which may be issued.

**CONTRACT DEED**

When so required by the Employer the Contractor shall enter into a form of Contract prepared by the Employer to execute the works and such Contract Deed shall be executed and returned by the Contractor within 12 days of receipt of the same PROVIDED ALWAYS THAT should the Contractor fail to return the Contract Deed in the time stipulated, the Employer shall be entitled to place any order for works elsewhere and charge the Contractor for any additional and/or administrative costs incurred in doing so and the Contract between these parties shall be deemed void.

**CONTRACT PERIOD**

Commencement Date - 1 April 2017

Anniversary Date(s) - 1 April 2018

Expiry Date - 31 March 2022 with an optional 2 year extension

Contract Price Fluctuations In accordance with movement in All Items column of the General applicable to NHF Contract Index of Consumer Prices.

 Base Index CPI based off the previous September’s rate effective from the anniversary date and each year thereafter.

**CONTRACT DOCUMENTS**

* Instructions to Contractors
* Certificate of Non‑Collusion
* Definitions and Interpretations
* Articles of Agreement
* Contract Details
* Conditions of Contract
* Preliminaries & General Matters
* Particular Specification for Routine Communal Cleaning
* Form of Tender

**PAYMENT DETAILS**

In accordance with Conditions of Contract Clause 8.0

**INSURANCE COVER**

**£5,000,000** minimum in respect of any incident, across all covers

(In accordance with Conditions of Contract Clause 12.0)

**PERIOD FOR SUBMISSION OF ACCOUNTS**

Monthly Invoices are requested from the Contractor before payment will be certified.

(In accordance with Conditions of Contract Clause 8.0)

**SECTION 2**

**CONDITIONS OF CONTRACT**

**CONTENTS**

**CLAUSES AND SUBJECTS**

 1.0 Form of Contract

 2.0 Contractor's Obligations

 3.0 Commencement and Completion

 4.0 Contract Administrator's Duties

 5.0 Contract Administrators Instructions etc.

 6.0 Assignment and Subletting

 7.0 Competent Person in Charge

 8.0 Payment

 9.0 Statutory Obligations

 10.0 Value Added Tax

 11.0 Construction Industry Scheme - Finance Act 1995

 12.0 Insurance

 13.0 Determination by Employer

 14.0 Recovery of Sums Due to the Employer

 15.0 Determination by Contractor

 16.0 Notices

 17.0 Waiver

 18.0 Severance

 19.0 Delay and Liquidated and Ascertained Damages

 20.0 Resolution of Disputes

 21.0 Adjudication

 22.0 Arbitration

 23.0 Employees and Post Termination Obligations

 24.0 Annual Performance Review

**CONDITIONS OF CONTRACT**

**The Conditions Hereinbefore Referred To**

1.0 **Form of Contract**

1.1 Sufficiency of Information

The Contractor shall be deemed to have satisfied himself before submitting his tender as to the accuracy and sufficiency of the Maintenance Rates and prices stated by him in his tender which shall (except in so far as it is otherwise provided in the Contract) cover all his obligations under the Contract and the Contractor shall be deemed to have obtained for himself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect his ability to undertake the works required by this contract.

1.2 Documents Mutually Explanatory

Except as otherwise expressly provided the Contract Documents are to be taken as mutually explanatory of one another. In case of ambiguities or discrepancies the same shall be explained and adjusted by the Contract Administrator who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions.

1.3 Variation of Conditions

 1.3.1 Notwithstanding any other of these Conditions no deletion from addition to or variation of the conditions shall be valid or of any effect unless agreed in writing and signed by the parties.

 1.3.2 Where there is any inconsistency between these Conditions and any provision in any other Contract document these Conditions shall prevail unless decided otherwise by the Contract Administrator and notified to the Contractor in writing.

1. **Contractor's Obligations**
	1. The Contractor shall carry out and complete a bi monthly cleaning schedule based on a programme of works submitted by The Contractor and shall carry out the work with due diligence and in a good workmanlike manner, and to a high standard, in accordance with the Contract Documents, using materials and workmanship of the quality and standards specified, provided that where and to the extent that approval of the quality of materials or of the standards or workmanship is a matter of the opinion of the Contract Administrator, such quality and standards shall be to the entire satisfaction of the Contract Administrator.

 Compliance of clause 2.1 will form part of the contractors performance review (Section 5).

* 1. For **each** scheme visit, the Contractor shall complete a “Self Certification Certificate”. The details of which must include the following information:
* The address of property
* The names of the operatives attending
* The date and time the clean was carried out
* Signed declaration that the clean has been completed
* Written statement of any reasons the clean could not be carried out or completed

Copies of the Self Certification Certificate must be forwarded to the Contract Administrator by fax or post no later than the end of the following week the work was completed.

The contractor shall keep and maintain at his own expense a copy of the Scheme address list

Section 7 and Photographic identification Section 11 Appendix B.

A clean copy will be carried on all operatives vehicles and be available for inspection if requested by the Contract Administrator.

Compliance of clause 2.2 will form part of the contractors performance review **Section 5.**

2.3 Execution of the Works

 2.3.1 The Contractor shall carry out that element of the Works in respect of the routine cleaning, of the Communal Areas, in accordance with the provisions of this Agreement and in a regular and sequential manner as determined by the Contract programme, except in cases where the Contract Administrator invokes Condition 5.3 in which case, the Contractor will comply with the provisions of that Condition.

2.4 The Contractor shall at all times employ sufficient, competent and well trained labour aforesaid and within a reasonable distance of the Employer's Administrative Area subject of this Agreement shall maintain stocks of materials in sufficient quantity and type and supply suitable and sufficient vans, equipment and plant to ensure that all of his obligations are met in respect of this Agreement.

2.5 The Contractor shall during the normal working hours defined in Preliminaries and General Matters Clause 5.0 hereafter undertake the cleaning and routine servicing, subject to Condition 2.3. Maintenance and repairs of the Communal Areas, Installations, Appliances and Systems and in addition any work ordered by the Contract Administrator shall also be undertaken during the normal working hours.

2.6 The cost of meeting the provisions of all the requirements in this Condition is deemed to have been included in the Contractor's tendered Cleaning Rates.

3.0 **Commencement and Completion**

3.1 The Contract shall not be commenced until receipt of the Employer's Letter of Intent or Acceptance and shall be completed within the period stated either in that letter or in the Contract.

 The Contractor shall provide the Supervising Officer with a programme of work for each 2 monthly period which indicates the date of which each area will be cleaned.

 The Contractor shall notify the Supervising Officer if any subsequent change is made to the notification. (Clause 2.1)

4.0 **Contract Administrator's Duties**

4.1 The Contract Administrator shall issue any further information necessary for the proper carrying out of the Works, and confirm all instructions in writing in accordance with these Conditions.

4.2 The Contract Administrator shall be empowered to direct, in respect of any work executed in connection with this Contract, that the Contractor shall at his own cost rectify forthwith to the entire satisfaction of the Contract Administrator, all defects due to materials or workmanship not in accordance with this Contract which may be discovered or become apparent in the work executed under this Contract.

4.3 Any direction by the Contract Administrator in this regard shall be issued to the Contractor in writing and shall be complied with by the Contractor in all respects. The decision of the Contract Administrator in respect of rectification of defects under this Clause shall be absolute and final.

4.4 From time to time the Contract Administrator may appoint one or more authorised officers to act for the Contract Administrator generally or for specified purposes or periods. Immediately any such appointment(s) is/are made the Contract Administrator shall give written notice thereof to the Contractor.

5.0 **Contract Administrator's Instructions etc.**

5.1 The Contract Administrator may issue oral or written instructions from time to time which the Contractor shall forthwith comply with. If instructions are given orally they shall be confirmed in writing by the Contract Administrator within five working days failing which, then the same shall be confirmed in writing by the Contractor to the Contract Administrator within a further five days, and if not dissented from in writing by the Contract Administrator to the Contractor within five days from receipt of the Contractor's confirmation, then the said oral instruction shall be deemed confirmed as from the expiration of the latter said five days.

5.2 The instruction may include the omission or addition of Employer's premises containing a Communal Area; the Contractor's responsibility in respect of the said premises and Communal Area, shall cease or commence as the case may be immediately upon his receipt of the Contract Administrator's instruction.

5.3 In the case of an instruction which requires the addition of a premises containing a Communal Area and thereafter in response to the Contract Administrator's orders service, in accordance with the provisions of this Agreement.

5.4 In the event that the Contract Administrator issues an instruction and which in the Contractor's opinion will having regard to all the circumstances, have an affect upon completion of a related order or the Servicing Period or the Contract Period, the Contractor shall notify the Contract Administrator forthwith setting out his reasons. If the Contract Administrator after his appraisal of the Contractor's notice and reason and having regard to all the circumstances concurs with the Contractor's opinion, he shall allow the Contractor sufficient additional time to undertake the instruction or, rescind the instruction and employ another contractor to undertake the works subject of the instruction.

5.5 The Contract Administrator shall be at liberty to order any extra work or to vary the work or to omit any part of the work, any such extras, variations or omissions to be valued at rates analogous to the Contractor's tendered Cleaning Rates and prices or on a fair and reasonable basis as the Contract Administrator shall deem appropriate.

5.6 The Contractor shall, before commencing any such extra works, so ordered or giving effect to any such omissions or additions obtain a written instruction from the Contract Administrator.

5.7 Extra/varied work subsequently authorised is to be clearly detailed on the Contractors Invoice together with the date/name of the Employer's Officer who authorised the work to proceed.

5.8 If the Contractor does not comply with any Contract Administrator's written instruction, the Employer may employ and pay other persons to carry out the Works and all costs incurred may be deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable by the Employer as a debt.

5.9 The Contract Administrator may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Contract of any person employed by the Contractor.

5.10 Any inconsistency in or between the Contract Specifications and other Contract Documentation shall be corrected and any such correction which results as an addition, omission or other change be rectified by means of instructions issued by the Contract Administrator.

6.0 **Assignment and Subletting**

6.1 The Contractor shall not under any circumstances without the written consent of the Employer assign this Contract, and shall not without the written consent of the Contract Administrator (which consent shall not be unreasonably withheld to the prejudice of the Contractor) sublet any portion of the Contract. The Contractor will only be allowed to sublet such portions of the works that he does not undertake in the course of his normal business operations. Provided that it shall be a condition in any subletting which may occur that the employment of the Subcontractor under the subcontract shall determine immediately and automatically upon the determination (for any reason) of the Contractor's employment under this Contract. Any persons to whom work is assigned or sublet in accordance with this provision must be approved by the Contract Administrator.

For avoidance of any doubt, the actions of any Subcontractor due to the failure on the part of the Contractor to observe or fulfil any of his obligations to the Subcontractor under the Housing Grants, Construction and Regeneration Act 1996 will not relieve the Contractor from any responsibilities or obligations to the Employer or other liabilities under this Contract.

7.0 **Competent Person in Charge**

7.1 The Contractor shall at all times provide at his own expense a competent Contractor's Agent to manage and supervise the safe and expeditious execution of the Works, and shall be subject to the approval of the Contract Administrator. The Contractor shall notify the Contract Administrator in writing of any such proposed appointment and the Contract Administrator shall respond in writing giving his approval or otherwise. The Contractor's Agent shall be considerably experienced in the nature and type of Works subject of this Agreement and be competent to initiate, monitor and maintain safe working practices and procedures throughout the currency of this Agreement.

7.2 The Contractor shall ensure that 10% of all routine cleaning undertaken are physically inspected and checked by a suitably qualified and experienced supervisor. The Contractor shall maintain a record of all such quality control checks and produce evidence on demand that this provision has been complied with. Failure to do so may lead to the Employer carrying out the relevant checks, the cost of which will be recoverable from the Contractor.

8.0 **Payment**

8.1 The Contract Administrator shall if requested by the Contractor, at bi-monthly intervals from the Commencement Date, authorise interim amounts due to the Contractor under the Contract in respect of the value of the Works properly executed, including any amounts ascertained under the provisions of Clause 5.0, less any previous payments made by the Employer. The Contractor shall provide the Contract Administrator with fully detailed invoices to substantiate all amounts claimed*.* The contractors invoice will include any omissions where access has not been gained.

8.2 The Contractor shall deliver to the Contract Administrator his detailed invoices prior to the end of the month during which the work has been completed.

8.3 Provided that the Works described on or related to the Works Order have been properly completed to the entire satisfaction of the Contract Administrator, the Contract Administrator shall within 28 days of receipt of the Contractor’s invoice certify payment to the Contractor of the interim amount to be paid to the Contractor under this Contract so far as that amount is ascertainable at the date of certification (and insofar as any amount is not so ascertainable, such amount(s) shall be ascertained in accordance with Condition 8.8) including any amounts either ascertained or agreed, after having deducted from that sum any monies due from the Contractor to the Employer and arising in connection with the Contract or any other contract. The date of such certification is deemed to be the due date for interim payment.

8.4 The final date for payment to the Contractor of any interim amount so authorised or certified shall be within 17 days of the due date.

8.5 All invoices must identify the Contract and detail: the Address(es), priced value, a brief description of the work, the amount of value of Value Added Tax properly chargeable on the supply of goods or services to the Employer in carrying out the Works, and the precise dates on which the works were commenced and completed for each scheme visit**.**

8.6 All valuations/invoices for cleaning maintenance must quote the number of the Works Order, the Address, the priced value and a brief description of the work and must also include the value of Value Added Tax properly chargeable on the supply of goods or services to the Employer in carrying out the Works Order, and must detail the precise dates on which the works were commenced and completed to the satisfaction of the Contract Administrator.

8.7 In default of the Contractor submitting detailed invoices within the stipulated period pursuant to Condition 8.1 hereof or such detailed invoices are otherwise not submitted in accordance with the Contract, the Contract Administrator may at his discretion calculate the amount due to the Contractor. The said amount so calculated shall become due, and the final date for payment shall be in determined in accordance with Condition 8.9 hereof.

8.8 The Contractor shall supply within 56 days from the date of completion of all of the works undertaken by the Contractor pursuant to the Contract as certified by the Contract Administrator, all documentation reasonably required for the computation of the amount to be finally certified by the Contract Administrator, and the Contract Administrator shall within 28 days of receipt of all such documentation required by him, provided that the Contract Administrator shall have certified that all defects have been made good by the Contractor, issue a final certificate certifying the amount remaining due to the Contractor or due to the Employer, as the case may be.(“Final Certificate”). The date of the Final Certificate is deemed to be the due date for payment of any such amount. The final date for payment by the Employer to the Contractor (or the Contractor to the Employer as the case may be) of any final amount so certified shall be 17 days from the due date.

8.9 Within 5 days after the due date of any payment under the Contract, the Employer shall issue a written statement to the Contractor specifying the amount that would be due to the Contractor had the obligations under the Contract been fulfilled without set-off or abatement, the amount (if any) of the actual payment made or proposed to be made and the basis on which the amount was calculated. If it intended to combine such statement with a notice required in accordance with Condition 8.12, then, the amount of any set-off or abatement deducted and the relevant grounds therefore shall also be specified.

8.10 The provisions set out in Conditions 8.10, 8.12,and 8.13 hereof shall apply mutatis mutandis in respect of any payment due from the Contractor to the Employer.

8.11 The Employer shall not withhold payment after the final date for payment of any sum due under the Contract without having given an effective notice of intention to withhold payment, which shall be given in writing not later than 7 days before any final date for payment, specifying the amount(s) to be withheld and the relevant ground(s) attributable to each. Such notice may be combined with the statement referred to in Condition 8.09.

8.12 If the Employer defaults in making full payment of any sum due by any relevant final date for payment and has not given an effective notice referred to in Condition 8.12, then, the Contractor has the right (without prejudice to any other right or remedy) to suspend performance of his obligations under the Contract, providing that he may not exercise that right without first giving the Employer a minimum 7 days notice of intention to suspend performance. Such notice shall be issued in writing and sent by registered post or recorded delivery, stating the ground(s) on which it is intended to suspend performance.

If the Contractor exercises the right to suspend performance of his obligations, such suspension shall not be deemed a failure on the part of the Contractor to proceed with the works in accordance with this Contract. In the event that the progress of any works under the Contract are directly or indirectly affected thereby, then the Contractor shall be entitled to an extension of time as may be reasonable in the opinion of the Contract Administrator, providing always that the Contractor has given notice in accordance with Condition 3.3 hereof and shall in any event continue to use his best endeavours to minimise any delay caused. The Contractor’s right to suspend performance shall immediately cease when the Employer makes payment in full of the relevant amount due.

The Contractor shall not be entitled to payment for any direct loss and/or expense, damages or other costs incurred as a result of exercising the right to suspend performance.

8.13 Subject to the giving of notice in accordance with Condition 8.10 and 8.12, the Employer shall be entitled to deduct from any money otherwise due under the Contract:

 (i) any amount agreed by the Contractor as due to the Employer, or awarded as a result of adjudication and/or arbitration in favour of the Employer; and/or,

1. the amount of any claim for damages or loss and/or expense which has actually been incurred or will be incurred by the Employer by reason of any breach of, or failure on the part of the Contractor to observe the provisions of the Contract;

 (iii) liquidated and ascertained damages pursuant to Condition 19

and which arises out of or under this Contract, or any other contract between the Employer and Contractor.

Any amount set-off or deducted under these provisions is without prejudice to the rights of the Employer in any subsequent negotiations, adjudication or arbitration proceedings to seek to vary the amount claimed.

8.14 No account shall be taken in any payment to the Contractor under this Contract of any change in the cost to the Contractor of the labour, materials, plant and other resources employed in carrying out the Contract, except as may be duly allowable under the provision of Clause 2.00, the Annual Price Fluctuation Clause contained in the Preliminaries and General Matters section herewith.

9.0 **Statutory Obligations**

9.1 The Contractor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bye‑law applicable to the Contract (hereinafter called the 'statutory requirements') and shall pay all fees and charges in respect of the Contract legally recoverable from him.

9.2 If the Contractor finds any divergence between the statutory requirements and the Contract Documents or between the statutory requirements and any instruction of the Contract Administrator he shall immediately give to the Contract Administrator a written notice specifying the divergence. Subject to this latter obligation, the Contractor shall not be liable to the Employer under this Contract if the Works do not comply with the statutory requirements where and to the extent that such noncompliance of the Works results from the Contractor having carried out work in accordance with the Contract Documents or any instruction of the Contract Administrator.

9.3 The cost of meeting the requirements of this Condition is deemed to have been included in the Contractor's tendered Maintenance Rates.

10.0 **Value Added Tax**

10.1 In this clause 'VAT' means the value added tax introduced by the Finance Act 1972 which is under the care and management of the Commissioners of Customs and Excise (hereinafter called "The Commissioners").

10.2 The Maintenance Rates tendered by the Contractor do not include VAT. VAT should be taken into account by the Contractor when presenting his invoices for payment, in accordance with the provisions hereinbefore referred to.

10.3 Upon receipt of any VAT properly paid under the provisions of this Act and subsequent amendments, the Contractor shall issue to the Employer an authenticated receipt if requested.

10.4 Notwithstanding any provisions to the contrary elsewhere in the Agreement, the Employer shall not be obliged to make any further payment to the Contractor if the Contractor is in default in providing the receipt, provided that this sub‑clause shall only apply where the Employer can show that he requires such receipt to validate any claim for credit for tax paid or payable under this Agreement which the Employer is entitled to make to the Commissioners.

10.5 If after the date of tender there shall be any increase or decrease in the Value Added Tax payable in respect of the goods or services provided under the Contract by virtue of any Act of Parliament which was not effective or the commencement of which had not been fixed at the date of the tender or if, after the date of the tender, such Tax shall cease to be payable or shall be imposed then and in any such case the nett amount of the difference between what the Contractor actually pays in respect of the goods or services provided under the Contract and what he would have paid had the alteration, cessation or imposition not occurred, shall as the case may be, be paid to or allowed by the Contractor.

11.0 **Construction Industry Scheme - Finance Act 1995**

11.1 The Contractor shall comply with the requirements of the Construction Industry Scheme - Finance Act 1995 and any subsequent re-enactment.

 11.1.1 In this clause 'the Act; means the Finance Act 1995 Section 139 (Schedule 27 of the same Act) as amended by the Finance Act 1998 Schedule 8; 'the Regulations' mean The Income Tax (Subcontractors in the Construction Industry) (Amendment) Regulations 1998 contained in Statutory Instrument 2622/1998 dated 23 October 1998; "Contractor" means a person who is a Contractor for the purposes of the Act and the Regulations, 'evidence' means such evidence as is required by the Regulations to be produced to a 'Contractor' for the verification of a 'Subcontractors' tax certificates; 'statutory deduction' means the deduction referred to in the Act or such other deduction as may be in force at the relevant time; "Subcontractor" means a person who is a Subcontractor for the purposes of the Act and Regulations; 'tax certificate' is a certificate issuable under the Act.

11.2 Provision of evidence ‑ tax certificate

 11.2.1 Not later than 21 days before the first payment becomes due under Condition 8 or after the Employer becomes a 'Contractor'; the Contractor shall:

 either

 11.2.1.1 Provide the Employer with the evidence that the Contractor is entitled to be paid without the statutory deduction;

 or

11.2.1.2 Inform the Employer in writing, and send a duplicate copy to the Contract Administrator, that he is not entitled to be paid without the statutory deduction.

 11.2.2 If the Employer is not satisfied with the validity of the evidence submitted in accordance with Condition 11.2.1.1 hereof he shall within 14 days of the Contractor submitting such evidence notify the Contractor in writing that he intends to make the statutory deduction from payments due under this Contract to the Contractor who is a 'Subcontractor' and give his reasons for that decision. The Employer shall at the same time comply with Condition 11.6.1.

11.3 Uncertificated Contractor obtains tax certificate

 11.3.1 Where Condition 11.2.1.2 applies, the Contractor shall immediately inform the Employer if he obtains a tax certificate and thereupon Condition 11.2.1.1 shall apply.

11.4 Expiry of tax certificate

* + 1. If the period for which the tax certificate has been issued to the Contractor expires before the final payment is made to the Contractor under this Contract the Contractor shall, not later than 28 days before the date of expiry:‑

 either

 11.4.1.1 Provide the Employer with evidence that the Contractor from the said date of expiry is entitled to be paid for a further period without the statutory deduction in which case the provisions of Condition 11.2.2 hereof shall apply if the Employer is not satisfied with the evidence;

 or

 11.4.1.2 Inform the Employer in writing that he will not be entitled to be paid without the statutory deduction after the said date of expiry.

 11.4.2 The Contractor shall immediately inform the Employer in writing if his current tax certificate is cancelled and give the date of such cancellation.

11.5 Vouchers

 11.5.1 The Employer shall, as a 'Contractor', in accordance with the Regulations, send promptly to the Inland Revenue any voucher which, in compliance with the Contractor's obligations as a Subcontractor under the Regulations, the Contractor gives to the Employer.

11.6 Statutory deduction ‑ direct cost of labour

 11.6.1 If at any time the Employer is of the opinion (whether because of the information given under Condition 11.2.1.1 of this clause or of the expiry or cancellation of the Contractor's tax certificate or otherwise) that he will be required by the Act to make a statutory deduction from any payment due to be made the Employer shall immediately so notify the Contractor in writing and make a fair estimate of the amount of statutory deduction and be entitled to deduct such estimated sums from any sums due to the Contractor under the Contract. The Employer will provided the Contractor with a CIS25 voucher within 14 days of the end of each tax month in which any statutory deduction has been made.

11.7 Correction of errors

 11.7.1 Where any error or omission has occurred in calculating or making the statutory deduction the Employer shall correct that error or omission by repayment to, or by deduction from payments to, the Contractor as the case may be subject only to any statutory obligation on the Employer not to make such correction.

11.8 Relation to other Conditions of Contract and Agreement

 11.8.1 If compliance with this Condition involves the Employer or the Contractor in not complying with any other provisions of the Agreement, then the provisions of this Condition shall prevail.

12.0 **Insurances**

12.1 Injury to or death of persons

 12.1.1 The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, unless due to any act or neglect of the Employer or of any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer the Contractor shall maintain and shall cause any Subcontractor to maintain such insurances as are necessary to cover the liability of the Contractor or, as the case may be, of such Subcontractor, in respect of personal injury or death arising out of or in the course of or caused by the carrying out of the Works. Provided that nothing in this clause contained shall impose any liability on the Subcontractor in respect of negligence or breach of duty on the part of the Employer, the Contractor, his other Subcontractors or their respective servants or agents.

 The Contractor will be required to maintain the minimum cover of £5,000,000.

12.2 Damage to property

 12.2.1 The Contractor shall be liable for and indemnify the Employer against and insure and cause any Subcontractor to insure against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of the Works and is due to any negligence, omission or default of the Contractor or any person for whom the Contractor is responsible or of any Subcontractor or person for whom the Subcontractor is responsible.

 The Contractor will be required to maintain the minimum cover of £5,000,000.

12.3 Insurance of Works ‑ Fire, etc., existing structure

 12.3.1 The Works (and the existing structures, together with the contents thereof owned by him and for which he is responsible) and all unfixed materials and goods intended for, delivered to, placed on or adjacent to the Works and intended therefore (except temporary buildings, plant, tools and equipment owned or hired by the Contractor or any Subcontractor) shall be at the sole risk of the Employer as regards loss or damage by fire, lightning explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion except that which may be suffered due to any negligence, omission or default of the Contractor.

 12.3.2 The Contractor shall allow for and take all reasonable precautions to prevent loss or damage by any of the said contingencies and shall minimise the extent of any such loss or damage as may be occasioned.

 12.3.3 Notwithstanding the foregoing the Contractor shall be entirely responsible for maintaining insurances at his own expense in respect of his own temporary buildings, plant, tools and equipment owned or hired by him in respect of loss caused by any of the aforementioned or other risks.

 12.3.4 The Contractor will be required to indemnify the Employer against and insure and cause any Subcontractor to insure against the risk of any loss or damage, during the execution of the Works, to the goods, chattels, possessions and personal property belonging to or under the control of, or in possession of the Employer (hereinafter called the property of the occupier) where such property of the occupier remains in any building during the execution of the Works thereto, if such loss or damage is a result of the negligence of the Contractor, his servants or agents of any Subcontractors or where the dwelling is subject to vandalism, theft and other loss or damage whilst in the Contractor's possession for the purpose of the undertaking Works, possession being deemed to be from the receipt of keys etc., by the Contractor from the Employer until the return of the keys etc., to the Employer upon completion of the Works.

 12.3.5 To the extent that the Contractor shall have been required to insure himself or to procure that any Subcontractor has insured against injury to or death of persons or damage to property, the Contractor shall produce and shall cause any Subcontractor to produce as the case may be the relevant policy or policies and premium receipts as and when required by the Employer.

 12.3.6 Should the Contractor or any Subcontractor make default in keeping any of the aforementioned insurances in force during the whole of the Contract, the Employer may insure against any risk with respect to which the default shall have occurred and may deduct a sum or sums equivalent to the amount paid or payable in respect of the premiums from any monies due or to become due to the Contractor or such amount shall be recoverable from the Contractor by the Employer as a debt.

12.4 Insurance against damage to adjacent property;

* + 1. The Contractor shall maintain in the joint names of the Employer and the Contractor insurances in respect of any expense, liability, loss, claim or proceedings which the Employer may incur or sustain by reason of damage to any property other than the Works caused by collapse, subsidence, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the Works excepting damage**.**

12.4.1.1 Caused by the negligence, omission or default of the Contractor, his servants or agents or of any Subcontractor, his servants or agents.

 12.4.1.2 Attributable to errors or omissions in the designing of the Works.

 12.4.1.3 Which can reasonably be foreseen to be inevitable having regard

 to the nature of the work to be executed or the manner of its execution.

13.0 **Determination ‑ By The Employer**

13.1 Determination for Corrupt Practices

If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other Contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Employer or if the like acts shall have been done by any person employed by the Contractor or acting on the Contractors behalf (whether with or without the knowledge of the Contractor) or if in relation to the Contract or any other contract with the Employer the Contractor or any person employed by the Contractor or acting on the Contractors behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Employer which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration the Employer shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

13.2 Determination for breach of covenant

If the Contractor:

13.2.1 Without reasonable cause fails to proceed diligently with the Works or wholly suspends the carrying out of the Works save a suspension of the Works pursuant to Condition 8.13 before completion.

13.2.2 Consistently fails to complete any job within the Programme Times notified to the Contractor.

13.2.3 Shall fail to observe and perform the Contract and the covenants stipulations and conditions contained in this Agreement or the documents attached hereto or any of them including but not limited to the Contractor’s default under Condition 24

13.2.4 His servants, agents, employees or Subcontractors persistently abuse (verbal or otherwise) the Employer’s tenants, residential staff or administrative staff.

13.2.5 consistently fails to comply with the Performance Targets as indicated in Appendix 'I'.

Or

13.3 Determination in other circumstances

If the Contractor:

13.3.1 Becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of his company for the voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986.

13.3.2 Has an application made under the Insolvency Act 1986 in respect of his company to the Court for the appointment of an administrative receiver.

13.3.3 Has a winding‑up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding‑up passed.

13.3.4 Has a provisional liquidator receiver or manager of his business or undertaking duly appointed.

13.3.5 Has an administrative receiver as defined in the Insolvency Act 1986 appointed.

13.3.6 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.

13.3.7 Is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or which entitle the court to make a winding‑up order.

Then in any such circumstances set out in Conditions 13.1, 13.2 and 13.3 the Employer may without prejudice to any accrued rights or remedies under the Contract terminate the Contractor's employment under the Contract by notice in writing having immediate effect. Provided that in all cases, such notice is not issued unreasonably or vexatiously.

13.4 Employer’s rights on determination

If the Contractor's employment is terminated as provided in Conditions 14.1, 14.2 and 14.3 then the Employer shall:

13.4.1 Cease to be under any obligation to make further payment until after Completion of the Works and until the costs loss and/or damage resulting from or arising out of the determination of the Contractor's employment shall have been calculated and provided such calculation shows a sum or sums due to the Contractor.

13.4.2 Be entitled to repossess any of its materials clothing equipment vehicles or other goods loaned or hired to the Contractor if applicable and to exercise a lien over any of the materials clothing plant, equipment vehicles or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Employer.

13.4.3 Be entitled to employ and pay other persons to provide and complete the provision of the undertaking of the Works or any part thereof and to use all such Contractor's materials clothing plant equipment vehicles or other goods for the purposes thereof.

13.4.4 Be entitled to deduct from any sum or sums which would but for Condition 13.4.1 have been due from the Employer to the Contractor under this Contract or any other contract or be entitled to recover the same from the Contractor as a debt any loss or damage to the Employer resulting from or arising out of the determination of the Contractor's employment. Such loss or damage shall include the reasonable cost to the Employer of the time spent by its officers in determining the Contractor's employment and in making alternative arrangements for the undertaking of the Works or any part thereof.

* + 1. When the total costs loss and/or damage resulting from or arising out of the termination of the Contractor's employment has been calculated and deducted so far as practicable from any sum or sums which would but for Condition 14.4.1 have been due to the Contractor any balance shown as due to the Employer shall be recoverable as a debt or alternatively the Employer shall pay to the Contractor any balance shown as due to the Contractor after the exercise of this right of set off.

13.5 Within 7 days from the date of any such Determination, the Contractor shall provide the Employer with certified copies of his records relating to the Contract.

13.6 The rights of the Employer under Condition 13 (save Condition 13.7) are in addition to and without prejudice to any other rights the Employer may have whether against the Contractor directly or pursuant to any guarantee indemnity or bond.

13.7 Break Provision

13.7.1 Notwithstanding the duration of the Contract Period, the employment of the Contractor may be determined by the Employer (but cannot be determined vexatiously) by the giving of no less than 10 weeks notice by the Employer to the Contractor of such determination.

13.7.2 On receipt by the Contractor of the notice referred to in Condition 13.7.1 the Contractor shall not, unless otherwise agreed between himself and the Contract Administrator, be under any obligation to carry out any Works Orders issued after receipt of said notice which cannot be reasonably completed before the expiration of the said notice. However the Contractor shall not be relieved of his obligations to carry out and complete Works Orders as may have been properly given prior to the receipt of the aforesaid notice, even if such Works Orders cannot be completed before the expiry of such notices and in these circumstances the Contractor’s employment shall be deemed to have been determined upon the completion of the said Works Orders to the reasonable satisfaction of the Contract Administrator.

13.7.3 Until such time as the Contractor’s employment is determined pursuant to this Condition 13.7, the Contract shall remain in full force and effect and the Contractor shall be under an obligation to continue to carry out and complete all Works Orders and to comply and be bound by in all respects with the provisions contained within the Contract.

13.7.4 If the Contractors employment is determined under this Condition 13.7 neither the Employer or the Contractor shall have any claims against the other in respect of any loss or damage resulting therefrom.

14.0 **Recovery of sums due to the Employer**

In the event of any failure by the Contractor to pay the Employer any sum due under the Contract or under any other Contract between the Contractor and the Employer the Contractor shall further pay the Employer interest at 8% above Bank Base Rate on any such sum. Such interest shall run from day to day and shall accrue before and after any judgement and from time to time be compounded monthly on the amount overdue, from the date the same became overdue, until payment thereof.

15.0 **Determination ‑ by the Contractor**

15.1 The Contractor may but not unreasonably or vexatiously by notice by registered post or recorded delivery to the Employer forthwith determine the employment of the Contractor under this Contract if the Employer shall make default in any one or more of the following respects:

 15.1.1 If the Employer suspends the carrying out of the Contract for a continuous period of at least three months.

 15.1.2 If the Employer becomes bankrupt or makes a composition or arrangement with his creditors, or has a winding up order passed or a receiver or manager of his business is appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.

15.2 Provided that the employment of the Contractor shall not be determined unless the Employer has continued the default for seven days after receipt by registered post or recorded delivery of a notice from the Contractor specifying such default.

15.3 In the event of the Contractor determining the Employment of the Contractor as aforesaid the Employer shall pay to the Contractor, after taking into account amounts previously paid, such sum as shall be fair and reasonable for the value of work begun and executed, materials on site and the removal of all temporary buildings, plant, tools and equipment. Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Contractor may possess.

16.0 **Notices**

16.1 Any demand notice or other communication required to be given in accordance with these Conditions shall, unless expressly stated to the contrary herein, be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post by telex electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the third business day after the date of posting or on successful transmission as the case may be.

16.2 Any notice to the Employer shall, unless expressly stated to the contrary herein, be addressed to the Contract Administrator and delivered or sent to the Employer's Offices at the address as stated in the Contract Details section herein.

17.0 **Waiver**

Failure by the Employer at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of 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 Employer to enforce any provision in accordance with its terms.

18.0 **Severance**

18.1 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

19.0 **Delay and Liquidated and Ascertained Damages**

* 1. If the Contractor shall fail to carry out routine cleaning within the Servicing Period or fail to properly respond to an order issued by the Contract Administrator, or to remove or make good any defective or unsatisfactory work, materials and/or workmanship not in accordance with this Agreement when ordered to do so by the Contract Administrator, then the Employer may employ and pay any other person to carry out the Works and all costs incurred may be deducted as a debt.

 19.1.1 A sum calculated at the rate of £10.00 per scheme dwelling, per day or part thereof calculated for the period up to the next routine service visit to the scheme.

The sums stated in 19.1.1 represent a true estimate of the Employers anticipated losses in respect of incomplete Works.

20.0 **Resolution of Disputes**

20.1 Notwithstanding the provisions of Condition 22.0 hereof, should any dispute or difference arise under the Contract between the Employer and the Contractor, including any dispute or difference as to the giving or failure to give any decision, opinion, instruction, direction, certificate, authorisation or valuation by the Contract Administrator whether during the progress of the Works or after their completion or breach of the Contract, then such dispute or difference may be referred, by the Employer or Contractor as the case may be, to the Adjudicator for a decision in accordance with Condition 20.0 and 21.0 hereof. For the avoidance of doubt, Conditions 20.0 and 21.0 are drafted to comply with s.108 of the Housing Grants, Construction and Regeneration Act 1996 and any doubts or ambiguities shall be construed accordingly.

20.2 Either party may deliver a notice (the “Notice”) to the other party, of their intention to refer the said dispute or difference to adjudication. Such Notice shall set out or shall be accompanied by a written statement setting out the basis and reasons for the dispute or difference, the remedy sought and particulars of any claim (if any) relating thereto, which arises under the Contract or for breach of the Contract. Any such statement shall be quantified in detail and with reasonable accuracy but shall not however be binding insofar as the party may amend it in preparing statements for the adjudication under this Condition 20.0 or for any arbitration pursuant to notice under Condition 22.0. The Notice and written statement (if applicable), shall also be delivered forthwith by the referring party to the Adjudicator, whether named in the Contract, agreed between the parties or appointed under Condition 20.3.

20.3 In the event that no Adjudicator is named in the Contract, then a suitable person shall be agreed in writing between the parties within 4 days of the Notice and written statement (if applicable) referred to in Condition 20.2 being delivered. Failing such agreement, either party shall forthwith apply (such application being made with the object of appointing the Adjudicator and referring the dispute or difference to the Adjudicator within 7 days of the Notice and written statement (if applicable)) whilst at the same time delivering a copy of the application to the other party, for the appointment of an Adjudicator to the Chairman for the time being of the Chartered Institute of Arbitrators, whose written notification of appointment of the Adjudicator shall be served on both parties and shall be binding on both parties. Provided always that no person shall be appointed or shall act as the Adjudicator who has any interest in the Contract unless the Employer, Contractor and the Adjudicator so interested otherwise agree in writing within 2 days of the Adjudicator’s interest being declared or becoming apparent.

20.4 All notices, statements, requests, decisions, consents and the like issued by any party expressly in accordance with Conditions 20.0 and 21.0 shall be in writing, delivered by hand and shall be deemed to be effective as from the date of receipt by the party to whom it is addressed, such receipt being deemed to be the day such notices and the like are delivered.

20.5 Following referral of a dispute for adjudication under this Condition, it shall be a condition precedent to the commencement of arbitration proceedings in respect of the same dispute or difference, that the Adjudication be fully implemented and any decision of the Adjudicator relative thereto be fully effected as an obligatory first stage dispute resolution procedure.

21.0 **Adjudication**

21.1 The adjudication is to be carried out with the objective of securing the appointment of the Adjudicator and the referral of the dispute to the Adjudicator within 7 days of the Notice and written statement (if applicable) and requiring the Adjudicator to ascertain and publish his decision no later than 28 days after the date of referral, unless

 (i) A longer period is agreed in writing by the parties after the dispute has been referred; or;

 (ii) The Adjudicator, after first obtaining the written consent of the party by whom the dispute was referred and then copying such consent to the other party, gives written notice to both parties extending the period in which to give his decision by up to a further 14 days.

21.2 The Adjudicator, within 2 days of receipt of the Notice issued under Condition 20.2 shall notify both parties in writing that:

 (i) The appointment is accepted; or;

 (ii) The appointment cannot be accepted and at the same time notifies both parties in writing of an alternative Adjudicator who shall fulfil that function as if he had been appointed by the parties as Adjudicator.

 Should the Adjudicator, for whatever reason, fail to give such notification to the parties with 7 days of receipt of the Notice under Condition 20.2 or, if the Adjudicator fails to make his decision in accordance with Condition 21.1, then either party may make written application to the Chartered Institute of Arbitrators for an alternative appointment in accordance with Condition 20.3. Any appointment by the Chartered Institute of Arbitrators shall be binding upon the parties when notified in writing of the alternative appointment and the appointment of the original Adjudicator shall be deemed terminated.

21.3 The Adjudicator immediately upon appointment shall notify both parties in writing of the fees and expenses applicable to the adjudication.

21.4 Within 5 days of receipt of notification of the appointment of the Adjudicator served under Condition 21.2 hereof or written notification by the Chairman for the time being of the Chartered Institute of Arbitrators pursuant to Condition 20.3, the referring party shall deliver to the other party and at the same time to the Adjudicator, a comprehensive written statement detailing the dispute or differences and the remedy sought together with all necessary supporting documentation and information (the “Statement of Dispute”).

21.5 Within 5 days of receipt of the Statement of Dispute, the other party shall deliver to the referring party and at the same time, the Adjudicator, a written statement detailing any reply or defence or counterclaim together with all necessary supporting documentation and information (the “Statement of Defence”).

21.6 Within 5 days of the date on which the Statement of Defence is due to be delivered in accordance with Condition 21.5, the referring party shall send a further statement in writing together with all necessary supporting documentation and information to the other party and at the same time to the Adjudicator stating either:

 (i) A reply to the Statement of Defence; or

 (ii) That no reply to the Statement of Defence is being made; or

 (iii) That no Statement of Defence has been served.

 At any time prior to serving such further statement together with all necessary supporting documentation and information, either party or the Adjudicator may request that a meeting be held, whether on site or not and immediately upon such request the Adjudicator shall arrange a meeting which shall take place in any event within 2 days of the request. Any representations made by either party at that meeting shall, unless both parties otherwise agree, be deemed to be evidence which can be taken into account by the Adjudicator.

21.7 Upon receipt of the statement together with all necessary supporting documentation and information under Condition 21.6 or within 10 days of receipt of the Statement of Dispute, whichever is the earlier, the Adjudicator shall upon written notice to both parties forthwith proceed to make his decision, save that he may at his sole discretion immediately request further information from either party. Providing that the other party is given a copy of that request and any subsequent information and allowed to respond within 2 days of receipt of the further information.

21.8 The Adjudicator shall act as an adjudicator pursuant to s. 108 of the Housing Grants, Construction and Regeneration Act 1996 and shall be able to take the initiative in ascertaining the facts and the law. The Adjudicator, in making his decision, shall not be bound to follow any set procedure in ascertaining the facts and law pertaining to the dispute and may act inquisitorially or adopt any other approach he deems suitable in the circumstances to determine his decision, providing, he shall in all cases act impartially.

21.9 The Adjudicator shall, unless both parties have previously informed him in writing that they have reached agreement on the dispute, notify both parties of his decision in writing within the period calculated in accordance with Condition 21.1 and such decision shall deal with the whole dispute including the matter of any payment and including liability for settlement of the Adjudicator’s fees.

21.10 The Adjudicator shall not be required to state reasons for his decision and the parties shall forthwith implement such decision strictly in accordance therewith. The Employer and Contractor may agree as between themselves to accept any decision of the Adjudicator as binding, final and absolute in determining the dispute between them and shall be recorded as such in writing. Failing such agreement, the Adjudicator’s decision shall in any case be binding upon the Employer and Contractor until the matters upon which the Adjudicator has given his decision have been settled by agreement or arbitration under Condition 22.0.

21.11 Any decision of the Adjudicator shall be enforceable as a matter of contract.

21.12 Where any decision of the Adjudicator requires the payment of an amount from the Employer to the Contractor or, the Contractor to the Employer, as the case may be, then such amount shall be payable forthwith and the date of receipt of the Adjudicator’s decision by the payer shall be the due date for payment for the purpose of Condition 8.0. Such payment shall be deemed to be a payment of an amount pursuant to Condition 8.7.

21.13 The Adjudicator shall not be liable for any act or omission in the discharge or purported discharge of his functions as adjudicator unless such act or omission is made in bad faith, and any employee or agent of the Adjudicator is similarly protected from liability.

21.14 Any fees payable upon appointment of the Adjudicator shall be paid initially by the party making the referral but the Adjudicator shall in his decision settle the responsibility of the Employer or Contractor or both as to liability for payment of the fee or any part thereof. Notwithstanding this, the parties shall, unless the Adjudicator otherwise directs in writing, be jointly and severally liable for the Adjudicator’s fees and expenses and shall pay the same within 3 days of receipt of the Adjudicator’s demand for payment.

21.15 Provided that any decision of the Adjudicator has been fully carried out, then either party may, save where the parties have already expressly agreed in writing to accept the decision of the Adjudicator as final and binding, subsequently give notice to the other to refer the same dispute or difference to arbitration and the final decision of the Arbitrator to be appointed pursuant to notice under Condition 22.00.

22.0 **Arbitration**

22.1 Subject to the provisions of Conditions 20.0 and 21.0 hereof, if any dispute or difference concerning this Contract arises between the Employer and the Contractor, such dispute or difference shall be referred to the Arbitrator for a final decision. Such person is to be agreed between the parties or failing agreement within 14 days after either party has given to the other a written request to concur to the appointment of an Arbitrator, being a person to be appointed at the request of either party by the President of the Royal Institution of Chartered Surveyors.

 The Arbitrator so appointed shall have the power to open up and review any decision, opinion, instruction, direction, certificate or evaluation of the Contract Administrator and may in his absolute discretion at any time before his final award on the application of either party confirm, vary or set aside the decision of the Adjudicator on any matter if it appears just and reasonable to him so to do, save where the parties have already expressly agreed in writing to accept the decision of the Adjudicator as final and binding.

23.0 **Employees and Post Termination Obligations**

23.1 The Contractor has sole responsibility to redeploy or dismiss any of their employees or Subcontractors who may be engaged by them at the termination of the Contract.

23.2 The Contractor will indemnify and hold harmless the Employer and any other Contractor/s who may succeed to all or any part of the work tendered for under the terms of the Contract against any costs, claims, or actions brought by any employee or Subcontractor of the Contractor arising out of or connected with the termination of the Contract.

23.3 The Contractor hereby undertakes to provide the Employer with all relevant details requested by the Employer all employees or Subcontractors who were engaged by the Contractor at, or within the preceding 3 month period, of the date of termination.

23.4 It is hereby agreed that these provisions will survive the termination of this Contract howsoever caused.

24.0 **Annual Performance Review**

24.1 The Employer shall be entitled to determine the employment of the Contractor under the Contract in accordance with the provisions of Condition 13 if the Contractor shall as a result of the annual performance review have been found to be in default of the criteria for performance and Contract compliance as set out in Section 5.

24.2 The annual performance review shall be undertaken by the Employer on or about the anniversary of the Commencement Date of the Contract and thereafter on an annual basis.

24.3 The findings of the annual performance review will be made known to the Contractor within one month of the date of the review. Should the results indicate that the Employer shall have valid grounds for a determination of the employment of the Contractor then the Contractor shall be notified accordingly in order that the Contractor may make representations to the Employer. Such representations to the Employer shall be made no later than 7 days following the issue by the Employer of the findings of the annual performance review.

24.4 Should the Employer maintain that, notwithstanding any representations made by the Contractor, the employment of the Contractor be so determined then the Employer shall issue the notice of determination no later than 2 months (or any extended date that may be agreed between the parties) following the date of the review.

24.5 Determination under the provisions of this Condition shall be considered a valid termination under the provisions of Condition 14.2.3 of the Contract.

24.6 Until such time as the Contractor's employment is determined pursuant to this Condition, the Contract shall remain in full force and effect and the Contractor shall be under an obligation to continue to carry out and complete all Works Orders and to comply and be bound by in all respects with the provisions contained within the Contract.

**SECTION 3**

**PRELIMINARIES AND GENERAL MATTERS**

**INDEX**

**CLAUSES AND SUBJECTS**

 1.00 Contractor to Execute Work at Contract Rates

 2.00 Fluctuations

 3.00 Communication

 4.00 Completion of the Works

 5.00 Hours of Work/Out of Hours Working

 6.00 List of Authorised Officers

 7.00 Identification

 8.00 Occupied Premises

 9.00 Protect Tenants Property

 10.00 Protection of Persons and Property

 11.00 Access

 12.00 Prevent Trespass

 13.00 Protection of Existing and Adjoining Buildings etc

 14.00 Liaison with Other Contractors

 15.00 Unsatisfactory Work

 16.00 Contractor to Provide all Materials, Plant, Labour etc.

 17.00 Carriage, Transport Freightage

 18.00 Statutory Obligations

 19.00 Health & Safety at Work Act

 20.00 Watching, Lighting, Notices and Fees

 21.00 Location of Existing Services

 22.00 Existing Services to be maintained

 23.00 Lighting and Power

 24.00 Water for the Works

 25.00 Contractors Personnel

 26.00 Meetings

 27.00 Removal of Debris and Rubbish

 28.00 Protection of Gardens

 29.00 Illegal Parking

 30.00 Advertising

 31.00 Documents and Vouchers

 32.00 Code of Conduct

 33.00 Equal Opportunities

 34.00 C.O.S.H.H. Regulations

 35.00 Scaffolding

 36.00 Construction (Design and Management) Regulations 1994

**PRELIMINARIES AND GENERAL MATTERS**

1.0 **Contractor to Execute Work at Contract Rates**

1.1 In consideration of payments to be made by the Employer to the Contractor in the manner and subject as hereinafter mentioned calculated in accordance with the Contractor's Maintenance Cleaning Rates tendered by the Contractor and which have been accepted by the Employer. The Contractor will perform, provide, execute and do all the Works, materials, matters and things as shall be ordered from time to time during the continuance of this contract by the Contract Administrator as described or referred to in the Specification and complete the same to the entire satisfaction of the Contract Administrator and will perform and observe all the provisions of the Contract and Schedules hereto which on the Contractor's part are to be performed and observed.

1.2 The Contractor is advised that certain Work of a Specialist nature is likely to be the subject of separate orders outside the scope of this contract.

1.3 With the approval of the Contract Administrator, the Employer may during the period of this Contract require other Persons or Contractors to carry out other works concurrent therewith. The Contractor shall at all times facilitate and permit such work to be executed without hindrance. But in any such event the Contractor shall not be responsible for any damage caused to his Works by the said other Works, Persons or Contractors.

1.4 In certain circumstances the Contract Administrator may require the Contractor to undertake certain works in other Areas administered by the Employer to that for which the Contract has been awarded save that when such work is so ordered the Contractor shall carry out and complete the works in accordance with the terms and conditions of this contract and at the Contractor's accepted tendered Maintenance Cleaning Rates applicable thereto.

1.5 The successful Contractor should not consider that he has sole agency rights to all cleaning and maintenance work undertaken by the Employer and that the Employer may, at its sole discretion, issue instructions to other Contractors to carry out work in or on properties the responsibility of the Employer.

2.0 **Fluctuations**

2.1 The Maintenance Cleaning Rates as tendered by the Contractor are fixed for the first calendar year of the Contract Period.

2.2 Any increase/decrease to the Maintenance Cleaning Rates as tendered by the Contractor for subsequent calendar years shall be calculated by application of the movement in the All Items column of the General Index of Retail Prices as published by the Office for National Statistics, Consumer Prices and General Inflation Division from the base index as stated in the Contract Details and the index applicable in the month immediately preceding each Anniversary date of the Contract or if such publication is discontinued then whatever relevant document succeeds it. The Base Index for calculation purposes shall be as stated in the Contract Details.

3.0 **Communications**

3.1 The Contractor is to ensure that his Foreman in charge can be contacted by means of mobile phone or other form of communication approved by the Contract Administrator during all normal working hours and that the Contractor can contact his operatives during all normal working hours.

4.0 **Completion of the Works**

4.1 The Contractor is required to notify the Employer on completion of the works as specified in Clause 2.2 Conditions of Contract. THIS IS TO BE VIA AN EMAIL SENT TO THE EMPLOYER AT THE END OF EACH WORKING WEEK DETAILING THE SITES VISITED THAT WEEK [DEADLINE FOR THIS IS 16:00].

4.2 The Contractor is to note that the Employer may have a Residents and Tenants Satisfaction Certificate System operational during the currency of the Contract. This is likely to take the form of either the leaving of a prepaid card for return by the resident and tenant to the Contract Administrator or the obtaining of a signature by the Contractor from the tenant on a form to be returned with the relevant invoice. No additional cost will be allowed for complying with all reasonable requirements of such schemes.

4.3 Any or all of the Works may be subject to inspection by Officers of the Employer or their representatives and the Contractor will be required to attend the place of inspection and provide any relevant documentation if so requested.

4.4 The Contractor shall leave the Work complete and in a clean sound and perfect condition, and during the execution of the works and at completion shall clear away all rubbish and make good at his own expense to the satisfaction of the Contract Administrator, any damage which may have been caused to any property of the Employer by his employees.

5.0 **Hours of Work**

5.1 Hours of Work

 5.1.1 The Contractor may generally carry out work (except to Sheltered/Supported Accommodation) between the hours of 8.00am - 5.00pm Monday to Friday in respect of Routine Cleaning Maintenance Works. Work before or after these times or work between the hours of 8.00am ‑ 12 noon on Saturday may only be carried out with the prior approval of the Contract Administrator and of the Tenant in respect of occupied properties.

 5.1.2 The Contractor will not be permitted to carry out work after 12 noon Saturday or all day Sundays and Public and Bank Holidays. **EXCEPTIONS: THE HOPMARKET AND PHOENIX COURT, WORCESTER**

 5.1.3 The Employer will not be liable for extra payments of monies in the event of overtime worked.

6.0 **List of Authorised Officers**

6.1 A list of authorised officers will be supplied to the Contractor before Commencement Date of the Contract. This list will be updated throughout the contract term to take account of changes in authorised Officers of the Employer.

6.2 Should the Contractor receive instructions/directions from persons not identified on the list of authorised Officers then the Contractor should refer the matter to the Contract Administrator for directions before commencing any works.

7.0 **Identification**

7.1 The Contractor will supply to all working personnel employed upon the works with a form of identification card approved by the Employer which will contain the following details:

 a) Photograph of operative

 b) Operative's name

 c) Contractor's name and address

 d) Expiry date of card

 e) Unique Reference Number

7.2 The Contractor will be required to submit before the commencement of the Contract a list of his operatives to be used on the Contract together with their personal details and this list is to be updated when changes in staff arise.

7.3 The Contractor will be required to ensure that all identification cards so issued are returned to the Employer on the expiration of the Contract or on the occasion of an operative leaving his employment.

7.4 Failure to return an Identification Card or a lost or mislaid Identification Card will result in the requirement to reissue new identification cards of a different design to all Operatives under the Contractor's control.

7.5 All vehicles used by operatives employed by the Contractor or Subcontractors in carrying out the works under this Contract shall clearly and permanently bear the **Contractor's** name on them irrespective of ownership. The Contractor will be required to submit before the commencement of the Contract, a list of his vehicles together with their registration numbers, to be used on the Contract and this list is to be updated when changes in vehicles arise.

7.6 All the operatives employed by the Contractor or Subcontractor's shall at all times wear clean overalls, clearly and permanently bearing the **Contractor's** name, address and telephone number on them. The overalls shall be to the approval of the Contract Administrator.

8.0 **Occupied Premises**

8.1 No work must start or continue adjacent to any occupied premises until all practicable steps have been taken to prevent danger to persons employed or living in the building at the time, from any live electric cable or apparatus, plumbing works, exposed asbestos or any other hazard which is liable to be a source of danger and the Contractor shall take all necessary safety measures accordingly.

8.2 Contractors are to make their own arrangements for temporary electrical supply in accordance with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., and subsequent amendments thereto.

8.3 The Contractor should be aware that properties may be occupied by elderly, frail or ill tenants and should therefore take due care and consideration in the execution of the works and the Maintenance Rates as tendered are deemed to allow for any extra costs this may occur.

9.0 **Protect Tenants Property**

9.1 Any claims for damage to any tenants' property are to be settled directly between the tenant(s) and the Contractor. The Employer shall entertain no claim from any party for damage or loss to tenants' property.

9.2 The tendered Maintenance Rates are deemed to allow for all costs that may arise in complying with Clause 9.00, as no additional charges will be allowed.

10.0 **Protection of Persons and Property**

10.1 The Contractor will take every precaution whilst carrying out the works to ensure the safety of the general public, Employer staff and other persons likely to be affected by his operations, and in particular comply with the requirements of the Office, Shops and Railway Act 1963, the Factories Act 1961, Construction Regulation 1961, 1966 and 1996, Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., subsequent amendments and re-enactments thereto and all other relevant legislation.

11.0 **Access**

11.01 Access to blocks of flats with door entry systems is via the trade button normally before 9.30 a.m. otherwise via a tenant in the block. Every effort must be made to gain entry to clean the communal areas internally but in the event of no access the Supervising Officer must be advised. See Clause 2.2 Conditions of Contract

12.0 **Prevention of Trespass**

12.1 The contractor shall insure that no employee or servant or agent enters upon properties other than those in respect of work to be carried out in this contract

12.2 The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of his employees. Workmen will be allowed only into such parts of the site and buildings of the Employer's stock as may be necessary to execute the works from time to time ordered hereunder.

13.0 **Protection of Existing and Adjoining Building etc.**

13.1 The Contractor shall suffer nothing to be done that is liable to injure the stability of existing buildings or any portion thereof, boundary walls, fences or railings. The Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Every effort is to be taken by the Contractor to avoid damage to gardens and trees and the work is to be carried out so as to cause the minimum of interference to the persons occupying or using the existing or adjacent or adjoining premises.

14.0 **Liaison with Other Contractors**

14.1 The Contractor is to note that other repair works may be carried out concurrently with this contract and the Contractor is to allow for working in conjunction with and liaising with the Employer and any other Contractor. Any costs incurred in complying with this requirement are deemed to be included in the Contractor's tendered Maintenance Rates.

15.0 **Unsatisfactory Work**

15.1 If the Contractor shall fail to remove or make good any defective or unsatisfactory work when ordered to do so by the Contract Administrator, the Employer shall have power to take the work out of the Contractor's hands and cause the work to be completed and/or make good the unsatisfactory work and may offset, from any money due to the Contractor, the full amount of any costs incurred in so doing including the Employer's administration costs. No payment will be made for such unsatisfactory work.

15.2 The Contractor shall ensure that all defects/faulty workmanship of whatever nature is corrected at the Contractors sole expense to the entire satisfaction of the Contract Administrator.

16.0 **Contractor to Provide all Materials, Plant, Labour etc**

16.1 The Contractor shall provide and bear the expense of all materials, plant, labour, matters and things of every description that may be a prerequisite for properly executing the Works. The Contractor's provision of these items is deemed to be included in the tendered Maintenance Cleaning Rates.

16.2 The Contractor must make adequate provision for holding stock of material and plant in the operational areas, together with having sufficient labour of all trades to meet the requirements of the Employer in accordance with the Contract. The Contractor should note that there will be no storage facilities available on site and that Materials and Equipment are therefore not to be left on site, but to be removed at the end of each working day and upon completion of the Works.

17.0 **Carriage, Transport, Freightage etc**.

17.1 The tendered Maintenance Rates are deemed to include the cost of all carriage, transport and freightage and whatever else may be required for the proper and efficient execution and completion of the work.

18.0 **Statutory Obligations**

18.1 The Contractor shall comply with, and give all notices required by any Act of Parliament, any instrument rule or order made under any Act of Parliament, and in particular with the requirements of the Factories Acts, Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., subsequent amendments thereto and with the regulations made thereunder, in relation to all work comprised herein.

19.0 **Health and Safety at Work Act**

19.1 Safety in all matters arising from or during the course of the execution of the Works is paramount and fundamental to this Agreement and the Contractor shall throughout the currency of this Agreement and comply with all relevant regulations and requirements. The Contractor shall in addition enforce his own safety policies and carry out safe working practices, co-ordinate the activities of any subcontractor permitted under Condition 6, have regard to potential hazards in premises identified by the Employer in the Form of Tender and without reservation, or prejudice to any other statutory requirements comply with and ensure that all of his servants, agents and workpersons comply with the Employer's Rules and with the provisions of the following:

 19.1.1 The Health and Safety at Work Act 1974 and the Construction (General Provisions) 1966

 The Management of Health & Safety at Work Regulations 1992

 The Workplace (Health, Safety And Welfare) Regulations 1992

 The Provision and Use of Work Equipment Regulations 1992

 The Manual Handling Operations 1992

 The Control of Substances Harmful to Health Regulations 1988 and of any other Acts, Regulations, Orders or rules of law pertaining to health and safety together with all relevant statutory provisions which may from time to time be enforced, or any subsequent amendments thereto.

 19.1.2 Electricity Supply Regulations 1988 (as amended) and

 Electricity Supply Regulations (Amendment) Regulations 1990

 Electricity At Work Regulations 1989

 The Low Voltage Electrical Equipment (Safety) Regulations 1975 and

 Electrical Equipment (Safety) (Amendment) Regulations 1976 and any subsequent amendments thereto.

19.2 The Contract Administrator or any technically competent person appointed by him shall at any time be at liberty to inspect any Works in progress to ensure that the provisions of Clause 23.1 are being complied with. In the event it is disclosed that the said provisions are not being complied with, the Contract Administrator is empowered by this provision to instruct the Contractor to cease carrying out the relevant operations immediately and the Contractor shall comply forthwith and not resume the relevant operations until such time as the Contract Administrator is entirely satisfied that the measures proposed by the Contractor will ensure strict compliance with Clause 23.1. All costs associated with such cessation resulting from the said non-compliance and any subsequent measures taken by the Contractor shall be borne entirely by the Contractor.

19.3 If after receipt of any Contract Administrator's written instructions the Contractor does not comply expeditiously with such instructions, the Employer may employ and pay other persons to carry out the Works and all costs incurred may be deducted by the Employer from any monies due or to become due to the Contractor under this Contract or shall be recoverable by the Employer as a debt.

19.4 The Contractor shall produce, at the Contract Administrator's request, a copy of the Statements of Safety Policy issued by the Contractor to his or it's Supervisors and employees in respect of maintenance cleaning works and undertake to supply copies of all subsequent amendments or additions thereto to the Contract Administrator.

 In addition the Contractor in compliance with Statutory Requirements is to use products, methods of work and protective measures which will minimise health and safety hazards.

19.4.1 Description of the nature of the project including name(s) of designer/design team, location of the site, description of construction works, description of existing building and timescale for completion of the Works on site.

19.4.2 Description of the existing environment including land use adjacent to the building of the site, surrounding land use, existing services, existing traffic systems and ground conditions.

19.4.3 Existing drawings.

19.4.4 Description of the design including detailed Method Statement requirements of the Principal Contractor's construction phase Health and Safety Plan.

 The Contractor is to receive the written approval of the Planning Supervisor to the Contractor’s Health and Safety Plan before proceeding with the undertaking of any Works Order subject to the Construction (Design and Management) Regulations 1994, unless the Planning Supervisor and the Contract Administrator consider that any delay in implementing the requirements of the Works Order may affect the health and safety of the Tenants and/or the General Public and/or the structural stability and integrity of the Employer’s Property or any adjacent property thereto, in which event, verbal approval maybe given to the Contractor’s Health and Safety Plan.

19.4.5 Description of potentially hazardous construction material included in the design of the works.

19.4.6 Description of site wide elements of the design including hazards regarding transporting materials, locations of temporary accommodation, traffic/pedestrian routes and services supplies.

19.4.7 Details of overlap with Client requirements including parking arrangements, differing working hours and further hazards regarding the occupied premises.

19.5 Occupied Estates/Schemes or Premises (General)

When working in or on occupied estates/schemes or premises, the Contractor shall provide for the efficient protection of the Public, including Tenants, Residents, Housing Employer Staff and all other persons occupying or using the premises or adjoining premises, including unauthorised persons.

The Contractor shall take all necessary precautions to safeguard the health, safety and welfare of the public with particular attention to the matters detailed below. This is in addition to all common law and statutory obligations and other codes of practice on health and safety matters.

19.6 Safeguarding Vehicular Access to Dwellings

The Contractor shall take all precautions to eliminate as far as possible the danger to the occupier or the public arising from the entry and exit of all vehicles to and from the site. This shall include, for the whole duration of the works, efficient watching during the ingress and egress of all vehicles and efficient warning of movement of such vehicles to members of the public on the public highway and to persons within the site as necessary.

A notice to the following effect shall be displayed in a conspicuous position:

 **'THIS ENTRANCE IS IN USE BY CONTRACTORS - CHILDREN AND THE PUBLIC ARE WARNED NOT TO USE IT'**

Where necessary alternative access must be provided in order to conform to the Health and Safety (Safety Signs) Regulations 1996, the notice should be in black lower case lettering at least 40mm high on a yellow or white background and be accompanied by the standard 'pedestrians prohibited' pictogram (red diagonal stripe through a walking man on a white background in a red bordered circle) and the standard general warning, 'caution, risk of danger' pictogram (black exclamation mark on a yellow background in a black bordered triangle). The Contractor shall also continuously clear away mud or debris including that deposited by vehicles on roads and paved areas outside the site area and reinstate paving damaged by vehicles to the satisfaction of the relevant highway authority.

19.7 Fire Hazard/Precautions

In addition to any fire precautions by the various Acts and Regulations, the Contractor shall ensure that all fire access routes are kept clear at all times

There will be no smoking on the site. There will be no burning of waste material or debris on site.

Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from the fire. Comply with Joint Code of Practice 'Fire Prevention on Construction Sites' 1992 published by the Building Employers Confederation, the Loss Prevention Council and the National Contractors Group.

19.8 Reporting of Accidents and Dangerous Occurrences

The Contractor shall make adequate arrangements for reporting accidents and dangerous occurrences as required by the notification of Accidents and Dangerous Occurrences Regulations 1980 RIDDOR 95 and any amendments, modifications or substitution of/for those Regulations. In addition, accidents and dangerous occurrences must be reported to the Contract Administrator.

19.9 Continuing Liaison

The procedures for the health and safety implications of Contractor design elements of the work must follow the recognised principals of prevention and protection and take into account issues highlighted in the plan. The detail of health and safety issues, risk assessments and hazards which cannot be designed out are to be submitted to the Planning Supervisor, together with proposals for mitigation/ control; required during worktime. All such information is to be submitted in sufficient time to allow adequate consideration by the Planning Supervisor and where appropriate, the Designer.

The following action is to be taken in the event of unforeseen eventualities arising during worktime; which require significant design changes or affect resources required:

 19.9.1 The Planning Supervisor is to be advised as soon as possible.

 19.9.2 Details of the health and safety issues of the eventuality are to be submitted to the Planning Supervisor as soon as possible.

 19.9.3 Details of the redesign and its health and safety implication are to be submitted to the Planning Supervisor for consideration and agreement in sufficient time to allow adequate consultation prior to the execution of the affected works.

The Principal Contractor is to obtain from his Contractor's information which is required under CDM Regulation for inclusion in the Health and Safety File. This should be passed to the Planning Supervisor throughout the course of the Contract.

The Principal Contractor shall notify the Contract Administrator and the Planning Supervisor immediately in the event of any accidents or incidents of a notifiable nature in accordance with RIDDOR.

The Principal Contractor shall maintain in a prominent position a schedule containing addresses and telephone numbers for the following:

 19.9.4 The nearest hospital with casualty facilities.

 19.9.5 The Health and Safety Executive Local Office.

The Principal Contractor is to provide information to the Contract Administrator on any variations from the drawings with sufficient detail to enable the preparation of as-built drawing for inclusion in the Health and Safety File.

A copy of all O & M Manuals of all specialist equipment are to be provided by the Principal Contractor to the Planning Supervisor for inclusion in the Health and Safety File.

The Planning Supervisor is to be advised of any variation from the materials specified in the Contract Documents.

A review of the Health and Safety Plan for Works Orders which have been subject to the Construction (Design and Management) Regulations 1994 and the information for the Health and Safety File is to be part of regular progress meetings.

19.10 The Employer's Policy

Have full regard throughout the performance of the Contract for the safety of all persons who may be affected by the Contract and keep all sites, depots, plants, vehicles and machinery under control in an orderly and safe state and maintain at no cost to the Employer all lights, guards, fencing, warning signs or anything provided in the interests of health, safety and welfare in pursuance of the relevant statutory requirements and where necessary or required by the Contract Administrator or by any competent statutory or other authority for the protection or for the safety and convenience of the public or others.

Provide for all costs incurred in complying with all health, safety and welfare regulations required relating to all employees (including those employed by Named Subcontractors) employed during the execution of the Contract, or all persons who may be affected by the Contract.

Provide the Contract Administrator before the commencement of the Contract with **a copy of your Company's Health and Safety Policy**, together with Codes of Practice, Operational Guidelines, Provisions and Procedures (including those in connection with materials which may be deleterious) relating to all activities undertaken in connection with the Contract and provide such other information and documents which will require the compliance of the Employer or his representative when visiting the site. The Contractor's Policy Codes of Practice etc., will be expected to be in similar form to the Employer's, a copy of which is available if required.

Provide the Contract Administrator with copies of all **Method Statements** without which work will not be allowed to commence.

Maintain at a local office or other locations agreed by the Contract Administrator, copies of all legislation, Codes of Practice, Guidance Notes, Rules, Regulations, Registers, Working Practices and Safety Policy relevant to the type of work undertaken, allow employees to use and refer to them and allow Contract Administrator to inspect them at regular intervals.

Nominate person to be responsible for Health and Safety matters and notify Contract Administrator of the name of that nominated person, together with details of recognised professional health and safety qualifications e.g. Member of the Institution of Occupational Safety and Health, Member of the International Institution of Risk and Safety Management or equivalent.

The Contract Administrator shall be empowered by written notice to suspend the progress of the Contract or any part thereof in the event of non compliance by the Contractor of Health and Safety requirements. The Contractor shall not resume performance of the Contract until the Contract Administrator gives written notice that the non compliance has been rectified.

Provides where possible and appropriate, an experienced Safety Supervisor available on site at all times during the execution of the Contract.

The Contractor's Health and Safety Officer/Supervisor will carry out regular safety checks of the Contractor's operations during the Contract Period.

Provide the Contract Administrator with a copy of the Contractor's Health and Safety Officer's/ Supervisor's report within one week of each check, or at such time as the Contract Administrator may agree, together with comments on the action and timescale proposed for dealing with faults listed.

In the event of any accident to employees or public on the site, the Contractor shall immediately inform the Contract Administrator and shall supply the Contract Administrator with copies of reports, including F2508 1986/REV forms, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, within 7 days of the incident.

Inform the Contract Administrator on becoming aware of any prosecution or pending or likely prosecutions of the Contractor for any offence relating to the Health and Safety of his employees, third parties, or members of the public and any improvement or enforcement notices served on them by the HSE or other relevant parties, including health, safety and welfare, and provide the Contract Administrator with such further information and documents as he/she may require.

Take such steps as are necessary to ensure that operatives engaged upon the Contract, and those of Subcontractors so engaged are competent to carry out their respective tasks with due regard to the Contractor's obligations under the aforementioned Acts and other instruments, and in the interests of the health and safety of other persons engaged in, and all persons who may be affected by the said activities.

In pursuance of its duties under the Health and Safety at Work Act, an authorised member of the Employer's Safety Management Unit may make discretionary visits to the site in order to monitor Contractor's health and safety and welfare performance. These inspections will not relieve the Contractor of his responsibility for undertaking his own regular inspections.

20.0 **Watching, Lighting Notices and Fees**

20.1 The Contractor shall provide all watching and lighting, give all requisite notices to local and other authorities, obtain all licences and pay all fees legally demandable in connection with same, such costs are deemed to be included in the tendered Maintenance Rates.

21.0 **Location of Existing Services**

21.1 The Contractor shall be responsible for locating and protecting all services (drainage, gas, water, electricity, telephone, TV aerials, Satellite Dishes etc.,) above and below ground, or within the structure of the property during the course of the Works.

22.0 **Existing Services to be Maintained**

22.1 Any existing drainage system, gas, telephone, TV aerial, satellite dishes, electric and water services to the premises and any adjoining premises shall be fully maintained during the progress of the Works and the Contractor shall take all necessary steps to prevent any interruption thereof.

22.2 No diversion of any of the existing services, etc., other than as indicated on the Works Orders shall be carried out without the written agreement of the Contract Administrator. Any temporary disconnection of the services, etc., which may be necessary in connection with the Works shall be done at such times as may be directed by the Contract Administrator. The Contractor shall be responsible for maintaining close liaison with the Employer and the Public Utility Authorities so as to avoid any disruption of existing services. Any costs that may arise due to damage/disruption of Public Utility services and/or Equipment are to be at the Contractors expense.

23.0 **Lighting and Power**

23.1 The Contractor shall provide all artificial lighting and power for use on the Works, pay for all temporary connections, leads, fittings, etc., and clear away and make good on completion.

23.2 All temporary electrical work shall comply with the Home Office Regulations, the Current Edition of the Regulations for Electric Equipment of Buildings issued by the Institution of Electrical Engineers (with particular reference to the sections dealing with temporary electrical installations and installations on construction sites) the relevant Codes of Practice and the requirements of the appropriate Electricity Board.

23.3 In the event of the Contractor taking a supply of electricity in occupied premises, he is to arrange with the tenant for permission to use this supply and pay all charges for consumption of electricity direct to the Tenant.

23.4 In the event of the Contractor taking a supply of electricity from public or communal areas, he is to arrange with the Contract Administrator for permission to use this supply and make good on completion.

24.0 **Water for the Works**

24.1 The Contractor shall be responsible for providing clean, fresh water in accordance with the contract, for use on the Works at his own expense. Those sites that have separate landlords supplies will be identified to the Contractor and he will be permitted to use these supplies.

24.2 Provide all temporary runs, storage cisterns, plumbing connections and the like and pay all charges.

25.0 **Contractors Personnel**

25.1 The Employer reserves the right to issue instructions requiring the immediate removal from the project of any foreman, charge-hand and operatives if the Contract Administrator considers that their standard of conduct, workmanship and performance remains unsatisfactory.

25.2 It is expected of the Contractor that his labour force will have received formal trade training and have experience of undertaking maintenance Cleaning works of a similar nature to that contained in this Contract.

25.3 The playing of radios, cassette players and the like is not permitted on the sites. This is to apply to all the Contractor's servants, agents, employees and Subcontractors.

26.0 **Meetings**

26.1 Meetings will be held as and when required by the Contract Administrator. The Contract Administrator will arrange and chair any meeting he shall deem necessary for the successful running of the Contract. The Contractor shall attend all such meetings and he is to inform any nominated or other Subcontractors when their presence is required. The Contract Administrator will be responsible for the production and circulation of Minutes of Site Meetings. All costs arising are deemed to be included in the tendered Maintenance Rates.

26.2 The Contractor is advised that there will be occasions when Tenants or Tenants Representatives will need to be present and will have a role to play in satisfying maintenance needs.

27.0 **Removal of Debris and Rubbish**

27.1 It is an essential condition of the contract that the properties are kept clean and tidy and free from all contractors rubbish. The removal of rubbish and protection of the site is the Contractor's responsibility and is not an item for which extra payments will be made.

28.0 **Protection of Gardens**

28.1 The Contractor shall ensure that no permanent damage is caused to lawns, flower beds, plants, trees and pavings during the progress of the Works.

29.2 Any damage caused shall be rectified at the Contractor's expense and to the satisfaction of the Contract Administrator.

30.0 **Illegal Parking**

30.1 The Contractor is not to park, or allow his servants, agents, employees or Subcontractors to illegally park any motor vehicle or motor cycle upon the public and estate footpath, firepaths preallocated car parking areas or grassed areas.

31.0 **Advertising**

31.1 The Contractor shall not display or permit to be displayed any advertisement without the previous written consent of the Employer.

32.0 **Documents and Vouchers**

32.1 The Contractor shall retain for production as required by the Employer all accounts, vouchers and documents relating to the Contract, for a period of six years.

33.0 **Code of Conduct**

33.1Refer to Section 10.

34.0 **Equal Opportunities**

34.1 The Contractor shall, as an Employer, comply with his statutory obligations under the Race Relations Act 1976 and accordingly not treat one group of people less favourably than others because of their colour, race, nationality or ethnic origin in regard to matters on recruitment or promotion of employees.

34.2 The Contractor shall, as far as possible, observe the Commission for Racial Equality's Code of Practice for Employment as approved by Parliament in 1983 which gives practical guidance to Employers and others on the elimination of racial discrimination and the promotion of equality in employment.

34.3 The Contractor shall also comply with the requirements of the Equal Pay Act 1970, the Sex Discrimination Act 1975 and 1986, the Disability Discrimination Act 1996 and their attempts to provide equal opportunities for all.

34.4 The Employer undertakes a comprehensive Equal Opportunities Policy and a copy of this Policy is available to Tenderers free of charge, upon request.

34.5 The Contractor must provide with his Tender a copy of his Equal Opportunities Policy and if required be able to demonstrate compliance.

35.0 **C.O.S.H.H. Regulations**

35.1 The Employer endorses the concern over the damage that is caused to the Environment through pollution and requires the successful Contractor to take all reasonable measures to control the damage to the Environment resulting from C.F.C.'s disposal of waste and other such issues and should comply in all respects to the current regulations regarding the Control of Substances that are Hazardous to Health (C.O.S.H.H.).

36.0 **Construction (Design and Management) Regulations 1994**

36.1 The Contractor shall comply with all Statutory obligations imposed by the Construction (Design and Management) Regulations 1994 and ensure they are fully understood and planned for. The Contractor shall apply the Regulations to all site operatives irrespective of whether they are employed directly by the Contractor, subcontracted or engaged on a self-employed basis.

36.2 In accordance with the Regulations, the Employer has appointed a Planning Supervisor, who is named in the Definitions and Interpretations hereto.

36.3 A Pre-Tender Health and Safety Plan has been prepared for the project (included in Section 9)

36.4 The Contractor shall when tendering for the Contract take account of the specific requirements of the project and ensure that sufficient resources, including time, have been allocated to enable the project to be carried out in compliance with health and safety law, and will be required to demonstrate this to the Employer prior to the Contract being awarded. The Contractor will be required to develop the health and safety plan, coordinate the activities of all Contractors and Subcontractors and ensure that they comply with relevant health and safety legislation and the developed health and safety plan. The Contractor shall also provide sufficient information, training and consultation with employees, including the self-employed to enable the full compliance with the provisions of the Regulations.

36.5 Prior to commencement of the Works, the Contractor will be required to provide details of the following:

 i) Health and safety policy and assessments

 ii) Arrangements to manage health and safety

 iii) Procedures to be used for adopting, developing and implementing the health and safety plan

 iv) Risk assessments, including those of all other Contractors and Subcontractors together with the approach to be taken in executing any identified high risk operations

 v) Details on the management and prevention of health and safety risks created by Contractors and Subcontractors

 vi) Arrangements the Contractor has for monitoring compliance with health and safety legislation

 vii) Time allowed to complete the various stages of construction work without risks to health and safety

 viii) The way people are to be employed to ensure compliance with health and safety law

36.6 The Contractor shall become responsible for the health and safety plan immediately upon notification by the Employer of their intent to award the Contract. From this point the Contractor shall develop the health and safety plan so that it:

 i) Incorporates the approach to be adopted for managing health and safety by everyone involved in the construction phase

 ii) Includes the assessments prepared by Contractors under the Management of Health and Safety at Work Regulations 1992 and other legislation

 iii) Incorporates the common arrangements (including emergency procedures and welfare)

 iv) Includes arrangements for fulfilling the Contractor's duties under CDM Regulations 16 - 18, e.g.:

 a) Arranging for competent and adequately trained staff and operatives to undertake the work

 b) Arranging for competent and adequately resourced Subcontractors to carry out the work where it is subcontracted

 c) Ensuring proper coordination and cooperation of all other Contractors and Subcontractors (if any)

 d) Ensuring that Contractors and Subcontractors are given all information about risks on site

 e) Ensuring that site operatives have been given adequate training and further re-training where necessary

 f) Ensuring that all other Contractors and Subcontractors comply with any site rules which may have been set out in the health and safety plan

 g) Ensuring that all operatives are properly informed and consulted

 h) Ensuring that only authorised persons are permitted on site

 i) Displaying notification of the project to the Health and Safety Executive

 j) Passing all relevant information to the Planning Supervisor for updating/completing the health and safety file

 v) Includes reasonable arrangements for monitoring compliance with health and safety law

 vi) Includes, where appropriate, rules for the management of the work for health and safety

 vii) Can be modified as work proceeds according to experience and information received from Contractors.

36.7 Before construction work starts the Contractor shall offer the health and safety plan to the Employer and Planning Supervisor, so that compliance with Regulation 15(4) can be monitored, in that as much of the health and safety plan as possible has been developed prior to construction work starting, particularly those aspects relating to the early work stages.

36.8 At all stages of the construction process on site the Contractor shall monitor adherence to the health and safety plan, and ensure that it is fully updated and amended in light of developing information, or alterations to the design, and liaise with the Planning Supervisor.

36.9 Throughout the duration of the Contract, the Contractor shall pass updated and developed health and safety information to the Planning Supervisor for incorporation in the health and safety file. The Planning Supervisor will prepare the file to alert those who will be responsible for the structure after handover of the risks that must be managed when the structure and associated plant is maintained, repaired, renovated or demolished. In preparing the health and safety file, a record will be produced of information to enable future decisions on the management of health and safety to be made in compliance with the Regulations.

36.10 All costs associated with compliance with the Construction (Design and Management) Regulations 1994 are deemed to be included in the rates and prices of the Schedule of Rates and percentage adjustment thereto.

**SECTION 4**

**SPECIFICATION**

**CLEANING OF BUILDINGS**

**1.0 General Specification**

1.1 Quality

1.1.1 The Association is aiming for an economic, high quality cleaning service with a stable workforce and effective supervision. Cost will therefore be only one element in the overall assessment of tenders.

1.1.2 The Service shall be performed in accordance with the Specification and shall be carried out in an efficient and proficient manner.

1.1.3 The Association will monitor that the Specification is being met. Any default in performance will be dealt with in accordance with the Contract.

1.1.4 The monitoring system will include an inspection of the following:

(a) The number and suitability of operatives on site

(b) Quality of materials used

(c) That the cleaning procedures used are either as detailed in the Contract or as agreed with the Contract Administrator

(d) That the frequency and standards of cleaning are being met

(e) That Health and Safety Requirements are met

 1.1.5 The performance of the Contractor will be assessed in accordance with Section 5.

1.2 Equipment and Materials

1.2.1 All equipment and materials required for the performance of the Contract shall be supplied by the Contractor and shall be approved by the Contract Administrator.

1.2.2 All other equipment and materials used by the Contractor to fulfil the Contract shall be suitable for the purpose and where an appropriate British Standard Specification issued by the British Standard Institute is current shall as a minimum be in accordance with that standard.

1.2.3 All cleaning equipment used shall be cleaned and dried after use and removed from site.

1.3 Reporting of Defects

1.3.1 The Contractor shall report to the Contract Administrator within one month of the commencement of the Contract, any material defects in items to be cleaned. Defects will be recorded by the Contract Administrator and taken into consideration when cleaning standards are monitored.

 1.3.2 The Contractor shall report any obvious defects, for example burst pipes faulty door entry systems or broken windows, to the Contract Administrator or his representative.

1.3.3 Any graffiti which cannot be removed should be reported to the Contract Administrator.

 Any graffiti found following an unauthorised entry to the building is outside the scope of the Contract, but should be reported to the Contract Administrator.

**2.0 Detailed Cleaning Specifications**

2.1 General Conditions

 **IT IS STRONGLY RECOMMENDED THAT CONTRACTORS VISIT ALL SITES BEFORE SUBMITTING THEIR TENDER. CONTACT NUMBERS FOR ACCESS ARRANGEMENTS WILL BE PROVIDED.**

* + 1. Clean glass, associated frames and external panelling and building details as detailed. On general needs sites communal windows, door and partitions (where specified) shall be cleaned. The frequency shall be as detailed in the schedules.

On older persons residential schemes, extra care, very sheltered and enhanced supported schemes contractors are asked to present figures based on two options:

**STANDARD SPECIFICATION**

External Communal glazing as detailed – 2 or 6 cleans per annum as detailed in the schedules.

Internal of High Level Glazing (if detailed) – 2 cleans per annum.

**ENHANCED SPECIFICATION**

Clean external of all glazing (communal and flats) – 2 or 6 cleans per annum as detailed in the schedules.

Internal High Level Glazing (if detailed) – 2 cleans per annum.

Both options shall be considered and an instruction issued to the successful tenderer before the commencement of the contract as to which option shall be adopted.

2.1.2 A number of sites have high-level glazing and this will be required to be cleaned internally and externally. Some other sites have high-level glass roofs and other areas that will require specific cleaning arrangements method statements will be required to identify how these areas will be cleaned in a safe manner.

* 1. Externally

 2.2.1 External glass and frames to be cleaned from the ground using the “reach pole system” water to be 100% demineralised heated water, applied and cleaned with extendible reach poles and brush. Frames to include any uPVC cladding above or to the sides. Other systems that will provide the same standard will also be considered.

2.3 Internal

* + 1. Clean glass internally using one of the following methods:

1. Using a cloth impregnated with proprietary cleaning agent. Buff to shine with quality streak free finish with dry ‘lint free’ cloth or chamois leather. Wipe all drips/smears from cills with damp cloth.
2. Using a window cleaning rubber dipped into solution of propriety cleaning agent. Buff to shine with quality streak free finish with dry ‘lint free’ cloth or chamois leather. Wipe all drips/smears from cills with damp cloth.
3. Using the “reach pole system” method.
4. Frames of communal glazing to also be included.

**3.0 Cleaning Operations**

1. Cleaners should not undertake cleaning operations before being instructed by an experienced supervisor on the proper use of the materials and equipment involved.
2. Overalls and appropriate footwear should be worn during cleaning operations; any precautions recommended by manufacturers of cleaning materials (e.g. the use of gloves, barrier creams, etc.,) must always be followed.
3. High visibility jackets must be worn at all times during external operations.

**4.0 Method Statements**

4.1 Method Statements will be required to be provided by contractors as part of their tender submission.

1. **References**
	1. Two references, relating to similar contracts carried out, will be required to be provided by contractors as part of their tender submission.
2. **Visits to Sites**

6.1 It is strongly recommended that contractors visit sites to ascertain the nature of the works required and to assist in drawing up their method statements. Contact details will be provided in the schedules of addresses that are attached to this tender document.

**SECTION 5**

**PERFORMANCE TARGETS ANNUAL PERFORMANCE REVIEW**

**1.0 PERFORMANCE TARGETS**

1.1 On the anniversary of the Commencement date of the Contract, the Contract Administrator will carry out a performance review based on the following compliance requirements.

1.1.1 WORKING TO PROGRAMME

* Complete the clean according to the agreed programme.
* Notify the Contract Administer of any variations to the programme.
* Where reasons given for variations, acceptable to the Contract Administrator.

1.1.2 STANDARD OF CLEAN

* Consistently deliver an acceptable level of clean to all areas.
* Consistently clean all areas required within the contract.

1.1.3 CERTIFICATION CERTIFICATES

* Certificates completed and signed by cleaning operative.
* Certificates completed on time.

1.2 The annual performance review shall be undertaken by the Employer in accordance with Condition 24.0 and shall comprise a review of any default notices which may have been issued in accordance with the criteria set out in this Appendix.

1.3 Default Notice

1.3.1 Default Notices - Failure to comply with the above requirements will be notified by the Contract Administrator in writing.

1.3.2 Where more than 4 default notices are recorded in any one month or more than 12 in any 12 month period the Employer may terminate the Contract in accordance with Condition 14.2.3.

**SECTION 6**

**HEALTH AND SAFETY PLAN**

**CODE OF CONDUCT**

**INITIAL ACTION - THE CONTRACTOR**

1. **Arrangements**

It is the responsibility of the Contractor to ensure that plant, materials and labour will be available to undertake the work at the arranged time, or immediately to seek approval of tenants and the Contract Administrator to amend the arrangement where a delay is inevitable. It is imperative that explanations for delays are communicated to Tenants and Contract Administrators as soon as possible whenever they arise.

**WORK ON SITE - THE CONTRACTOR**

1. **General**

The Contractor should remember at all times that although a property is owned by the Association, it is someone's home, and must be treated as such.

The Contractors attention is drawn to the Association's Equal Opportunity requirements set out in the Association's Equal Opportunities Policy.

2. **Code of Conduct**

(i) **Inducement**

Any offer or suggestion of inducement to influence ordering of work or payment of costs will be interpreted as bribery and corruption, and dealt with as outlined under the Conditions of Contract.

(ii) **Gifts**

Any offer of gift or gratuity (e.g. seasonal 'perks') will not be accepted if directed towards specific personnel. Where such gift is deemed acceptable, it will be marked for the attention of the company secretary and acknowledged on the clearly expressed understanding that it benefits equally all staff of the Association.

(iii) **Private Work for Association Staff**

No work is to be undertaken privately for a member of Association Staff, or their close relative.

(iv) **Private Work for Tenants**

Note should be taken that any private work undertaken for Tenants must be on a completely separate basis with no Association involvement, or responsibility for payment. Whilst it is the responsibility of the Tenant to obtain permission from the Association to carry out work of a structural nature to the property, Contractors would be well advised to ensure that the Contract Administrator is aware of the intention to carry out such work.

1. **Capacity**

Contractors are specifically requested to bring to the notice of the Contract Administrator any problem regarding their capacity to undertake work for the Association, whether by reason of a temporary heavy work-load, or a change in circumstances (e.g. staff changes), which may affect capacity and response time. It is particularly important that the Association is given due notice of any intention to cease Association work or to end trading.

(vi) **Cessation**

In the event of ceasing work for the Association Contractors will be required to hand back any keys, plans, specifications, other documents or equipment issued by the Association.

(vii) **Labour**

Under no circumstances must any member of the Contractors staff be:

a) A member of the Association's Committee of Management, or

b) Related to or have a close personal relationship with any member of the Association's Maintenance Staff or member of the Association's Committee of Management.

If the Contractor employs a person who falls into the above category or is linked in any way with other members of staff within the Association, the Contract Administrator must be informed in writing by the Contractor and the matter will then be discussed between the relevant parties and a decision made regarding issuing further work to the Contractor.

3. **Security and Protection**

a) Particular care must be taken to ensure the comfort, safety and security of tenants and adjoining householders during work activity. All necessary reasonable action will be required to ensure the well-being of both the property worked on, and those adjoining. Specifically, operatives will be required to employ the use of dust sheets and protective coverings whenever dust, dirt, paint, mortar or similar nuisance is liable to foul surrounding property, fauna or flora.

b) Particular care must be exercised when work is carried out in the vicinity of small children, particularly with regard to sharp tools and toxic substances being kept well out of reach.

c) Care and consideration will be required when working in the home of elderly or disabled tenants, particularly with regard to restricting or impending movement around the house, tools and materials lying on floors and maintaining acceptable levels of warmth and comfort.

d) Any complaint arising from a dispute in any form, between Tenant and Contractor must be referred IMMEDIATELY to the Contract Administrator.

e) If for any reason a Contractor feels unable to undertake specified work on an Association property, the Contract Administrator must be informed immediately.

f) In the interests of all concerned, whenever Contractors encounter a particular difficult or a potentially violent situation they must leave the site immediately and contact Association staff as soon as possible.

4. **Notice**

Due notice must be given whenever it is necessary to disconnect services or interrupt the use of access or amenities, and such interruption should be kept to a minimum. The contractor is responsible for obtaining any statutory consents

5. **Hours of Work**

Whenever possible, activity should be restricted to normal working hours or, when necessary, due notice must be given to tenants and neighbours of work necessary during unsocial times.

6. **Confidentiality**

Particular note should be taken to instruct operatives not to involve themselves in discussion with tenants, or others, of matters which may contravene reasonable requirements of confidentiality concerning the Association's business or concerning other tenants, other properties or other Contractors.

Any enquiry from tenants or others concerning Association business should be diplomatically redirected to the appropriate staff.

7. **Access**

Access to all communal areas are via the door entry system refer to clause 11 Preliminaries and General Matters

8. **Standards**

Over and above the general requirements of standards of performance and conduct required, due note should be taken that no deviation from these norms will be acceptable, regardless of the standards of living, housekeeping or behaviour of the tenants of the property. Disciplinary action would be taken if there was any attempt by a Contractor to take advantage of the special circumstances of a tenant. Contractors are requested not to smoke in the Association's dwellings unless permission has been granted by the tenants or residential staff.

Contractors are reminded that in respect of their conduct to Tenants the following is to be observed:

1. All dealings with Tenants are to be undertaken with a polite attitude with strict observance of the requirements of Equal Opportunity and Racial Discrimination Regulation.

2. The Contractors Operatives are to carry identification at all times and make such identification clearly and readily available for inspection by Tenants and Residential Staff.

**CONSTRUCTION (DESIGN & MANAGEMENT)**

**REGULATIONS 1994**

**COMMUNAL SERVICES**

**AND**

**AREAS MAINTENANCE**

**PRE-TENDER HEALTH**

 **AND**

**SAFETY PLAN**

**PREPARED BY:**

**....................................................**

**....................................................**

**....................................................**

**....................................................**

**ON BEHALF OF:**

**....................................................**

**....................................................**

**....................................................**

**....................................................**

**CONTENTS**

**PAGE**

1.0 NATURE OF THE PROJECT HSP/1

2.0 EXISTING ENVIRONMENT HSP/2

3.0 EXISTING DRAWINGS HSP/3

4.0 THE DESIGN HSP/4

5.0 CONSTRUCTION MATERIALS HSP/5

6.0 SITE WIDE ELEMENTS HSP/8

7.0 OVERLAP WITH CLIENT'S UNDERTAKING HSP/8

8.0 SITE RULES HSP/10

9.0 LIAISON HSP/13

10.0 RESPONSIBILITIES OF THE PRINCIPAL CONTRACTOR HSP/14

**SECTION 1.0 – NATURE OF THE PROJECT**

1.1 **Name of Client:**

Fortis Living, Progress House, Midland Road, Worcester WR5 1DU

1.2 **Project Location:**

Various Accommodation Blocks: Malvern, Droitwich, Ledbury, Bromyard, Bromsgrove, Dudley, Worcester etc

1.3 **Nature of Construction Work to be Carried Out**

Communal Window Cleaning

1.4 **Date/Reference of Notice to HSE**

To be notified.

1.5 **Timescale of Construction Phase**

1. 6 **Planning Supervisor**

..........................................................

..........................................................

..........................................................

1.7 **Location and Format of Health & Safety File**

With Planning Supervisor. A4 format. Emailed to Contract Administrator.

**SECTION 2.0 - EXISTING ENVIRONMENT**

2.1 **Surrounding Land Uses and Related Restrictions**

Residential and highways.

2.2 **Existing Services**

Gas, water, electricity and telecommunications.

2.3 **Existing Traffic Systems and Restrictions**

Limited parking.

No other known restrictions.

2.4 **Existing Structures**

Houses, flats, maisonettes and bungalows. Low rise traditional. NOTE: 3 BLOCKS OF FLATS WITH 14 FLOORS.

2.5 **Ground Conditions**

No information available.

**SECTION 3.0 - EXISTING DRAWINGS**

3.1 The contract documentation includes schedules and photographs of the windows to be cleaned but contractors are also encouraged to visit schemes as part of the tendering process.

**SECTION 4.0 - THE DESIGN**

4.1 **Unavoidable Design Hazards**

* Transportation of materials from ground to upper levels.

4.2 **Structural Design Principles**

Existing structures are to be maintained.

4.3 **Risks to Workforces**

* Risk of falling objects from scaffolds.

4.4 **Requirements for Contractors Proposals for Management of Health and Safety**

* Contractor is to provide a detailed Health and Safety Policy at the time of tender.
* Method Statements will be required, based on the Contractors risk assessment of the design hazards, which shall form part of the Principle Contractors developed Health and Safety Plan.

**SECTION 5.0 - CONSTRUCTION MATERIALS**

5.1 **Health Hazards from Materials specified**

5.2 **Handling Hazards from Materials specified**

**SECTION 6.0 - SITE WIDE ELEMENTS**

6.1 **Site Access/Egress**

From public highway and front paths.

Access/egress points will remain in public use throughout the duration of the Works by both pedestrian and vehicular traffic.

6.2 **Location of Temporary Site Accommodation**

To be agreed with Contractor.

6.3 **Location of Unloading, Layout and Storage Areas**

To be agreed with Contractor.

6.4 **Traffic/Pedestrian Routes**

All existing access and emergency access routes are to be maintained throughout the project.

Under no circumstances are access routes to be blocked with plant/materials unless they form part of the Contractors agreed work area.

Full details are to be included in the Principle Contractors developed Health and Safety Plan.

**SECTION 7.0 - OVERLAP WITH CLIENT'S UNDERTAKING**

7.1 **Use of Existing Buildings**

Domestic dwellings and garages, together with circulatory and play/recreation spaces.

7.2 **Extent of Occupancy during Construction Phase**

Full occupation anticipated throughout the Contract.

7.3 **Health and Safety Issues**

* Hard hats to be worn by operatives and visitors. Suitable footwear to be worn by operatives and visitors.
* No electrical cables to pass across footpaths.
* All skips or obstructions in the roadway are to be lit at night and coned off.
* Electrical supply to all machinery and tools shall be reduced to a voltage of 110 volts.
* Public footpaths to be kept clear of obstructions at all times.
* No materials and/or plant are to be stored in open areas or gardens which are accessible to tenants or the general public, particularly children.
* No fires will be permitted on site.
* Any removal of asbestos based materials is to be carried out and disposed of by a licensed Contractor, in strict accordance with current regulations.
* All rubbish, debris and other waste material is to be removed and disposed of as it accumulates.

**SECTION 8.0 - SITE RULES**

The Contractors attention is drawn to the following:

8.1 **Applicable Codes/Standards/Acts of Parliament**

* Public Health Act 1930
* Clean Air Acts 1956 and 1968
* The Construction (General Provision) Regulations 1961
* Factories Act 1961
* The Construction (Lifting Operations) Regulations 1961
* The Construction (Working Places) Regulations 1966
* Construction (Health and Welfare) Regulations 1966
* The Abrasive Wheels Regulations 1970
* Control of Pollution Act 1974, Part III
* Health and Safety at Work Act 1974
* Ancient Monuments and Archaeological Act 1979 (as amended by the National Heritage Act 1983 and the Museum of London Act 1986)
* Highways Act 1980
* Control of Pollution (Special Waste) Regulations 1980
* Control of Lead at Work Regulations 1980
* BS 5973; 1981 COP for Access Aboard Working Scaffolds and Special Scaffold Structures in Steel
* BS 2482; 1981 Specification for Timber Scaffold Boards
* BS 1129; 1982 Specification for Timber Ladders, Steps, Trestles and Lightweight Stagings
* BS 5228 (Part 1 and 2); 1984 Noise Control on Construction and Open Sites and relevant EC Directives
* Road Traffic Regulations Act 1984
* Buildings Act 1984
* Control of Asbestos at Work Regulations 1987
* Control of Substances Hazardous to Health Regulations 1988
* Electricity at Work Regulations 1989
* Noise at Work Regulations 1989
* Environmental Protection Act 1990 Part III
* Workplace (Health, Safety and Welfare) Regulations 1992
* Manual Handling Operations Regulations 1992
* The Management of Health and Safety at Work Regulation 1992
* Personal Protective Equipment at Work Regulations 1992
* Provision and Use of Work Equipment Regulations 1992
* Control of Asbestos at Work (Amendment) Regulations 1992
* Asbestos (Prohibitions) Regulations 1992
* The Construction (Design and Management) Regulations 1994
* BS 6187 Detailed Guidance on Acceptable Standards and Procedures in Demolition
* LFCDA Note, "Access for Fire Brigade Appliances and Fire-Fighting Facilities for Fire Brigade Use"
* BS 8000

Permit to Work Rules shall be instigated as follows:

1. Works adjacent to fragile materials will not be permitted to commence until suitable and adequate protection has been provided.

2. Noisy operations are to be to set times as agreed in advance by the Contract Administrator.

3. Documentary evidence is to be produced that all portable appliances and electrically powered plant have been appropriately inspected and tested prior to their use.

4. Test Certificates of hoists are to be produced prior to their use.

### SECTION 9.0 - LIAISON

9.1 **Continuing Contractors Designs**

Procedures for considering Health and Safety implications of design elements of the Principal Contractors and other Contractors packages are to be comprehensively indicated within the Contractors developed plans.

9.2 **Design Changes in Construction Phase**

Any design changes not foreseen at tender stage, and/or at the time of the preparation of the outline Health and Safety Plan, will require necessary assessment and further implementation of Health and Safety requirements.

These requirements as prepared by the Planning Supervisor will need to be adhered to by the Main Contractor and/or his Subcontractors and/or Specialist, and the Contractor will provide an amended developed plan to comply with the specific requirements.

**SECTION 10.0 - RESPONSIBILITIES OF THE PRINCIPAL CONTRACTOR**

10.1 The responsibilities of the Principal Contractor are as defined within Clause 16 of the Construction (Design and Management) Regulations 1994, the key tasks being as follows:

* To produce a developed Health and Safety Plan based on the information contained within the outline Health and Safety Plan, which is to be in sufficient detail to enable assessment by the Planning Supervisor prior to works commencing.
* To be reasonably satisfied that when arranging for a Contractor to carry out construction works, they are competent and have made adequate provision for Health and Safety.
* Obtain and check Safety Method Statements from Contractors.
* Ensure coordination and cooperations of Contractors (particularly under the MHSW Regulations and the Provision and Use of Work Equipment Regulations 1992).
* Ensure training for Health and Safety is carried out.
* Have appropriate communication arrangements between Contractors on site for Health and Safety.
* Make arrangements for discussing Health and Safety matters with people on site.
* Display notification details.
* Monitor Health and Safety performance on site.
* Pass information to the Planning Supervisor for the Health and Safety file.

All Health and Safety matters formulated by the Principal Contractor must be in writing.

The Principal Contractor must ensure other Contractors, Subcontractors and Specialists comply with the Health and Safety Rules and Plans as devised by the Planning Supervisor and as developed by the Principal Contractor.

**ATTACHMENT A - PRINCIPAL CONTRACTORS QUESTIONNAIRE**

Note: This Attachment A is to be completed and signed by the Contractor and returned with his tender submission.

**CONTRACTORS COMMENTS/OBSERVATIONS**

Please answer the following questions and supply relevant information as requested, providing supporting details and documentation separately.

1. Are you conversant with the provisions and responsibilities of the Principal Contractor under the Construction (Design and Management) Regulations 1994?

2. Do you have a current Health and Safety Policy to reflect the provisions of the Construction (Design and Management) Regulations 1994?

3. Provide examples of work carried out previously, which is comparable in size and nature to this project. Examples Enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

4. If more than five people are employed, provide a copy of your organisation's safety policy as required by the Health and Safety at Work Act 1974 etc. Copy of policy supplied:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

5. Provide details of your organisation's health and safety management procedures. How will these be used to ensure effective management of health and safety during the construction phase of this project. Details enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

6. Give details of your procedures for undertaking Risk Assessments of proposed site activities (Provide an example Risk Assessment at time of tender). Example enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

7. Who in your organisation has day to day responsibility for the management of health and safety?

Name: Position Telephone:

Address: Fax:

8. Provide details of the experience and qualifications of the person named at 7 above. Curriculum vitae enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

9. Who will be responsible for site health and safety on this project:

Name Position Telephone:

Address: Fax:

10. Provide details of the experience and qualifications of the person named at 9 above. Curriculum vitae enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

11. Provide details of the experience, qualifications, membership of professional bodies etc., and arrangements for continuing professional development of key staff who would be employed on the project. Curriculum vitae enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

Arrangements for continuing professional development enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

12. Have any formal notices been issued or legal proceedings been taken against your organisation by the Health and Safety Executive in the last 3 years?

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

If Yes, please provide details separately.

13. Give details of your procedures for the notification and reporting of accidents and dangerous occurrences on site:

14. Provide details of any accidents/incidents reported by, or on behalf of, your organisation to the Health and Safety Executive during the last 3 years (as required by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. Details enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

15. Provide an example of a health and safety plan which you have previously prepared at the tender stage. If you do not have one available, outline the methods you would adopt to format a reply to the pre-tender health and safety plan prepared by the planning supervisor. Details enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

16. How do you intend to manage, monitor and control health and safety during the construction phase of the project? Details enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

17. Provide details of the safety training which you would provide to your employees and to others to ensure their competence whilst they are employed on this project. Details enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

18. What measures would you adopt to ensure the competence of the Contractors to whom you propose to award work on this project? Details enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

19. What resources (including staff, equipment and technical facilities) as required by the Construction (Design and Management) Regulations 1994, does your organisation intend to allocate to this project? Details enclosed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yes |  |  | No |  |

Signed: ..........................................................................................................

Position: ..........................................................................................................

On Behalf of: ..........................................................................................................

Date: ..........................................................................................................

**FORM OF TENDER**

Dear Sirs,

**CONTRACT FOR COMMUNAL WINDOW CLEANING MAINTENANCE ON PROPERTIES OWNED BY FORTIS LIVING**

1. I/We, having considered the Conditions of Contract and read the General Specification delivered to me/us and having inspected the site(s) do hereby offer to execute and complete, in accordance with the Contract Documents, the whole of the work described inclusive of all expenses and disbursements.

**STANDARD SPECIFICATION**

General Needs, Over 55 residential schemes, Extra Care, Very Sheltered Units, etc Offices

For the sum of:

 (in words) Pounds £

**ENHANCED SPECIFICATION**

General Needs, Over 55 residential schemes, Extra Care, Very Sheltered Units, etc, Offices

For the sum of:

 (in words) Pounds £

2. I/We require the following "all inclusive" rates for Daywork Labour (also inclusive of all materials n.e. £1.00) for each hour worked in accordance with Clause 16 of Preliminaries and General Matters.

|  |  |  |
| --- | --- | --- |
| ONE | Cleaning operative | £ per hour |

3. I/We understand that the works are to be carried out solely to the Association's Property.

4. This tender is based upon the Cleaning Maintenance Rates.

5. This tender is exclusive of VAT, which will be recoverable from the Employer in accordance with the VAT liability of the Contractor.

6. I/We agree that, unless specifically withdrawn in writing, this tender will remain open for acceptance for a period of twelve months from the closing date set for receipt of Tenders as set out in the Invitation to Tender.

7. I/We understand that the Association will not necessarily accept the lowest or any tender.

8. I/We enclose our proposed Method Statement for carrying out the Maintenance Cleaning, together with details of my/our facilities and labour resources, and arrangements for obtaining and/or storing within or adjacent to the Association's Administrative Area sufficient quantities of extended delivery materials as will enable me/us to meet my/our obligations under the Agreement should my/our Tender be successful.

Signed: ...........................................................

Position: ...........................................................

Company: ...........................................................

Address: ...........................................................

...........................................................

...........................................................

Telephone No: ...........................................................

Date: ...........................................................

**Check List of Documentation to be Returned with the Form of Tender:**

|  |  |
| --- | --- |
| **Document** | **Attached** |
| Form of Tender |  |
| Certificate of Non-Collusion |  |
| Method Statement |  |

**SECTION 8**

**FORTIS LIVING SCHEDULES OF PROPERTIES**

* FH General Needs
* FH Over 55 Residential
* FH VSU, Extra Care, etc
* WCH General Needs
* WCH Over 55 Residential
* WCH VSU, Extra Care, etc
* FORTIS Offices
* SUMMARY DOCUMENT