

Contract Document

Term Maintenance Contract

Door Entry Systems, Access Controls, CCTV and Powered Gates

For and on behalf of

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

L0602745/A1_12/0141 February 2019

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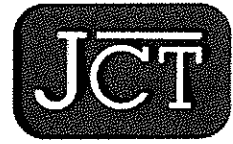
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SECTION 1

JCT MEASURED TERM CONTRACT 2016



This contract has been amended from the original template.

MTC 2016

Measured Term Contract 2016

2016

MEASURED TERM CONTRACT

Measured Term Contract (MTC)

Appropriate for use:

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

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

www.jctltd.co.uk

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Agreement

This Agreement is made the _____ 20 _____

Between **The Employer** Gateway Housing Association Limited

(Company No. IP10433R)^[1]

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

And **The Contractor** Delta Security (1962) Ltd

(Company No. 03928158)^[1]

whose registered office is at c/o THP Ltd, 34/40 High Street, London, E11 2RJ

^[1] Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted immediately before its Company number.

As to execution by foreign companies and matters of jurisdiction, see the Measured Term Contract Guide.

Recitals

Whereas

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

Articles

Now it is hereby agreed as follows

Article 1: Contractor's obligations

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

Article 2: Payment

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

Article 3: Contract Administrator

For the purposes of this Contract the Contract Administrator is

Gateway Housing Association's appointed representative

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

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

Article 4: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is

Not Applicable

of Not Applicable

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

Article 5: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is

Not Applicable

of Not Applicable

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

Article 6: Adjudication

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

Article 7: Arbitration

Not applicable.

Article 8: Legal proceedings^[3]

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

^[3] If it is intended, subject to the right of adjudication and exceptions stated in Article 7, that disputes or differences should be determined by arbitration and not by legal proceedings, the Contract Particulars **must** state that Article 7 and clauses 9·3 to 9·8 apply and the words "do not apply" **must** be deleted. If the Parties wish any dispute or difference to be determined by the courts of another jurisdiction the appropriate amendment should be made to Article 8 (see also clause 1·7).

Contract Particulars

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

1 Properties and description of the types of work

(First Recital)

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

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

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

See Refer to Invitation to Tender Document.

2 Supplemental Provisions^[5]

(Fifth Recital and Schedule)

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

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

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

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

Mr E Ehiorobo

Contractor's nominee

Mr David Mundyor such replacement as each Party may
notify to the other from time to time**3 Contract Period^[6]**

(Article 1 and clause 7.1)

Subject to clause 7.1, the Contract Period will be 3 years with Employer's option to extend for a
further 2 years (1+1) yearscommencing on 01 April 2019**4 Arbitration**

(Article 7)

*(If neither entry is deleted, Article 7 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 7 and clauses 9.3 to 9.8 apply.)^[7]** Article 7 and clauses 9.3 to 9.8 (Arbitration)
do not apply**5 BIM Protocol**

(Clause 1.1)

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

Not applicable

6 Orders – minimum and maximum value

(Clause 2.4)

Minimum value of any one Order to be issued

£25.00 (words Twenty-Five Pounds)

Maximum value of any one Order to be issued

£5,000.00 (words Five Thousand)**7 Orders – value of work to be carried out**

(Clause 2.5)

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

* £Not Known (words Not Known) per annum^[6] The period is envisaged as normally being at least one year.^[7] On factors to be taken into account by the Parties in considering whether disputes are to be determined by arbitration or by legal proceedings, see the Measured Term Contract Guide. See also footnote [3].

8 Orders – priority coding^[8]

(Clause 2.6)

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

(Clause 4.2)

The Employer at the commencement of the Contract Period

* is not a 'contractor'

for the purposes of the CIS

10 Payments

(Clauses 4.3, 4.4 and 4.5)

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

£Refer to Invitation to Tender Document

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

The Valuation Date in each month is the
Refer to Invitation to Tender Document day
of the month

11 Responsibility for measurement and valuation

(Clause 5.2)

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

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

12 Schedule of Rates

(Clauses 5.3, 5.6.1 and 5.6.2)

-1 The Schedule of Rates is

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

subject to adjustment of the rates listed in that Schedule by

- * the addition/
- * the deduction

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

-2 Not applicable.

^[8] To be completed if the Employer requires; as an example the code might be:

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

·3 **Rates – Fluctuations**

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

·4 **Basis and dates of revision**

Not applicable.

13 Daywork

(Clauses 5·4, 5·6·3 and 5·6·4)

·1 **Valuation – percentage additions**

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

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

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

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

·2 **Revision of Schedule of Hourly Charges**

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

14 Overtime work

(Clause 5·7)

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

15 Insurance

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

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

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

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

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

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

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

Adjudication^[12]

The Adjudicator is Royal Institution of Chartered Surveyors

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

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

Arbitration^[16]

Not applicable.

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

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

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

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

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

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

Attestation

Note on Execution

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

Execution under hand

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

Execution as a Deed

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

Other forms of Attestation

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

*Execution under hand***As witness**the hands of the Parties
or their duly authorised representativesSigned by or on behalf of the
Employer

in the presence of:

witness' signature

witness' name

witness' address

Signed by or on behalf of the
Contractor

in the presence of:

witness' signature

witness' name

witness' address

Conditions

Section 1 Definitions and Interpretation

Definitions

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

<i>Word or phrase</i>	<i>Meaning</i>
Adjudicator:	an individual appointed under clause 9.2 as the Adjudicator.
Adjustment Percentage:	the percentage tendered by the Contractor on or off the rates listed in the Schedule of Rates and stated in the Contract Particulars (item 12.1) (which shall not apply to any valuation of an Order or a part of it as daywork).
Agreement:	the Agreement to which these Conditions are annexed, including its Recitals, Articles and Contract Particulars.
All Risks Insurance:	see clause 6.6 .
Arbitrator:	an individual appointed under clause 9.4 as the Arbitrator.
Article:	an article in the Agreement .
BIM Protocol:	(where applicable) the document identified as such in the Contract Particulars (item 5) .
Business Day:	any day which is not a Saturday, a Sunday or a Public Holiday.
CDM Regulations:	the Construction (Design and Management) Regulations 2015.
Clause 6.7A.1 Replacement Schedule:	(where applicable) the insurance schedule and/or other documents identified as such in the Contract Particulars (item 15.3) .
Conditions:	the clauses set out in sections 1 to 9 of these Conditions, together with and including the Schedule hereto.
Construction Industry Scheme (or 'CIS'):	the current scheme under the Income and Corporation Taxes Act 1988.
Construction Phase Plan:	the plan referred to in regulation 2 of the CDM Regulations, including any updates and revisions.
Contract Administrator:	the person named in Article 3 or any successor nominated or otherwise agreed under clause 3.10 .
Contract Area:	see the First Recital .
Contract Documents:	the Agreement, these Conditions, the Schedule of Rates and (where applicable) the BIM Protocol.
Contract Particulars:	the particulars in the Agreement and there described as such, as completed by the Parties.
Contract Period:	subject to clause 7.1, the period stated in the Contract Particulars (item 3) .

Contractor:	the person named as Contractor in the Agreement .
Contractor's Persons:	the Contractor's employees and agents, all other persons employed or engaged in the execution of Orders or any part of them and any other person properly on the Site in connection therewith, excluding the Contract Administrator, the Employer, Employer's Persons and any Statutory Undertaker.
Employer:	the person named as Employer in the Agreement .
Employer's Persons:	all persons employed, engaged or authorised by the Employer, excluding the Contractor, Contractor's Persons, the Contract Administrator and any Statutory Undertaker.
Excepted Risks:	see clause 6-6 .
Insolvent:	see clause 8-1 .
Interest Rate:	a rate 5% per annum above the official bank rate of the Bank of England current at the date that a payment due under this Contract becomes overdue.
Joint Names Policy:	see clause 6-6 .
Local or Public Authority:	a body that is a 'contracting authority' as defined by the PC Regulations.
National Schedule of Rates:	the National Schedule of Rates (Building Works) and/or such alternative version of the <u>National Schedule of Rates</u> (published by NSR Management Ltd.) identified in the Contract Particulars (item 12-2) .
Order:	the written description and/or drawings of any work and/or the supply of labour, plant, materials and/or goods to be carried out under this Contract on instructions from the Contract Administrator, including any Variation thereto.
Order Completion Date:	see clause 2-11 .
Parties:	the Employer and the Contractor together.
Party:	either the Employer or the Contractor.
PC Regulations:	the Public Contracts Regulations 2015.
Principal Contractor:	the Contractor or such other contractor as is either named in Article 5 or appointed by the Employer in relation to any Order.
Principal Designer:	the Contract Administrator or such other person as is either named in Article 4 or appointed by the Employer in relation to any Order.
Public Holiday:	Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday. ^[18]
Recitals:	the recitals in the Agreement .
Schedule of Hourly Charges:	see clause 5-4-1 .
Schedule of Rates:	the schedule of rates identified in the Contract Particulars (item 12) , together with the preliminaries and specification preambles applicable to this Contract included in or annexed to it.

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

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

Agreement etc. to be read as a whole

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

Headings, references to persons, legislation etc.

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

Reckoning periods of days

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

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

Contracts (Rights of Third Parties) Act 1999

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

Notices and other communications

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

Applicable law

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

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

Section 2 Carrying out Work

Contractor's obligations

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

Materials, goods and workmanship

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

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

Rights of Employer

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

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

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

Size and duration of Orders

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

Value of work to be carried out under this Contract

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

Orders – completion

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

Programme

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

Divergences from Statutory Requirements

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

Fees or charges

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

Extension of time

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

Order Completion Date

- 2.11** ·1 The Contractor shall notify the Contract Administrator the date when in his opinion an Order has been completed and/or supplied in accordance with this Contract. If the Contract Administrator does not dissent by notice, giving reasons, within 14 days of receipt of the Contractor's notice, the date so notified shall for all the purposes of this Contract be the date when the Order was completed and/or supplied in accordance with this Contract (the 'Order Completion Date').
- 2 If the Contract Administrator dissents, then, as soon as he is satisfied that the Order has been duly completed and/or supplied, he shall as soon as practicable notify the Contractor and, unless otherwise agreed or determined in accordance with the dispute resolution procedures of this Contract, the Order Completion Date shall be the date stated in the Contract Administrator's notice.

Defects

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

Section 3 Control of Work

Assignment

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

Sub-contracting

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

Contractor's representative

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

Access to the Site

- 3.4
- 1 Except to the extent that the Schedule of Rates otherwise provides, access to the Site shall be arranged by, and in accordance with instructions of, the Contract Administrator who, where the Site is occupied, shall also be responsible for ensuring that the occupier removes such fixtures, fittings or other items as are necessary to enable the Contractor to carry out the Order and does not otherwise unreasonably prevent or impede the Contractor from carrying out such Order.
 - 2 If the Contractor is unable to gain access to the Site in accordance with the Contract Administrator's instructions or, having been granted access to an occupied Site, cannot reasonably carry out the Order by reason of the Contract Administrator's or occupier's non-compliance with clause 3.4.1, he shall forthwith notify the Contract Administrator; the time necessarily spent unproductively by the Contractor in consequence shall be assessed or recorded and valued as daywork under clause 5.4.1, and clause 5.4.2 shall apply so far as relevant.
 - 3 To the extent that clauses 3.4.1 and 3.4.2 do not apply because the Schedule of Rates provides otherwise, the Contractor shall comply with the access provisions of that Schedule.

Variations

- 3.5
- 1 The Contract Administrator may from time to time require Variations, through instructions and/or the issue of further drawings, details, directions and/or explanations.
 - 2 The Contractor shall not make any alteration in, addition to or omission from the work and/or supply comprised in any Order except as required under clause 3.5.1. If the Contractor carries out a Variation otherwise than pursuant to an instruction or other requirement of the Contract Administrator, the Contract Administrator may sanction it.
 - 3 No Variation required by the Contract Administrator or subsequently sanctioned by him shall invalidate the Order or vitiate this Contract.
 - 4 The value of any Variation issued or sanctioned by the Contract Administrator shall be ascertained in accordance with section 5 and, as soon as ascertained in whole or in part, the ascertained amount shall be included in the estimated value of the relevant Order for the purposes of clause 4.3 (progress payments) and in the valuation of it for the purposes of clause 4.4 or 4.5 (final payment).

Cancellation of an Order

- 3.6
- 1 The Contract Administrator may cancel any Order.
 - 2 On the cancellation of an Order:
 - 1 the Contract Administrator shall value and certify, in accordance with clause 4.4, for payment by the Employer under that clause, any work or supply which in his opinion

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

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

Exclusion from the Site

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

Non-compliance with instructions

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

CDM Regulations

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

Replacement of Contract Administrator

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

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

Section 4 Payment

VAT

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

Construction Industry Scheme (CIS)

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

Progress payments

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

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

Final payment where Contract Administrator measures and values Orders

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

Final payment where Contractor measures and values Orders

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

Contract Administrator in respect of the completed Order, stating the sum that the Contractor considers will become due to him on the due date in respect of the Order and the basis on which that sum has been calculated, accompanied by such further information as may be specified in the Contract Documents;

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

Payments – final date and amount

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

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

Contractor's right of suspension

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

Section 5 Measurement and Valuation

Definition of Variations

5-1 The term 'Variation' means:

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

Measurement and Valuation – responsibility

5-2 Unless otherwise agreed by the Contract Administrator and the Contractor, all work carried out pursuant to an Order (including any Variations required by the Contract Administrator or subsequently sanctioned by him) shall be valued in accordance with clauses 5-3 to 5-8. Such valuation of an Order shall be undertaken by whichever of them is designated in the Contract Particulars (item 11).

Valuation – measurement

- 5-3
- 1 Subject to clauses 2-3-5, 5-4-1 and 5-5 the valuation of an Order shall be ascertained by measurement and valuation in accordance with the principles of measurement and the rates or prices in the Schedule of Rates applicable at the date of the Order, insofar as such rates or prices apply, subject to adjustment by the Adjustment Percentage.
 - 2 Where the Contract Administrator is to undertake measurement of an Order, he shall give the Contractor an opportunity to be present at the time of such measurement and to take such notes and measurements as the Contractor may require.

Valuation – daywork

- 5-4
- 1 Where in the Contract Administrator's opinion the appropriate basis for valuation of an Order or part of an Order is daywork, the direct labour element shall be calculated in accordance with the all-in labour rates (inclusive of incidental costs, overheads and profit) set out in the Schedule of Hourly Charges annexed to this Contract, with related charges being calculated in accordance with that Schedule and/or the Contract Particulars^[21].
 - 2 The Contractor shall give to the Contract Administrator reasonable prior notice of the commencement of any work (or supply of labour and/or materials) which he considers should be carried out as daywork and not later than 7 Business Days after the work has been executed the Contractor shall deliver to the Contract Administrator for verification return(s) in the form required by the Contract Administrator specifying the time spent daily upon the work, the workmen's names, and the plant, materials and other items employed. A copy of the returns, if approved by the Contract Administrator, shall be returned to the Contractor.

Derived rates

- 5-5
- 1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Charges, as the case may be, the value shall be based upon such rates or prices as may fairly be deduced therefrom, rates and prices deduced from the Schedule of Rates being subject to adjustment by the Adjustment Percentage.
 - 2 If it is not practicable or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or Schedule of Hourly Charges or to deduce rates or prices therefrom, the value shall be agreed between the Parties, failing which it shall be ascertained on a fair and reasonable basis by the Contract Administrator after consultation with the Contractor.

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

Rates – Fluctuations

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

Overtime work

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

Interruption of work – unproductive costs

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

Section 6 Injury, Damage and Insurance

Contractor's liability – personal injury or death

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

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

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

Loss or damage to existing structures or their contents

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

Contractor's insurance of his liability

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

Excepted Risks

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

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

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

Related definitions

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

All Risks Insurance^[24]:

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

(a) property which is defective due to:

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

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

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

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

Excepted Risks:

the risks comprise:

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

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

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

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

travelling at sonic or supersonic speeds; and

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

Joint Names Policy:	a policy of insurance which includes the Employer and the Contractor as composite insured and under which the insurers have no right of recourse against any person named as an insured, or recognised as an insured thereunder.
Pool Re Cover:	such insurance against loss or damage to work executed and Site Materials caused by or resulting from terrorism as is from time to time generally available from insurers who are members of the Pool Reinsurance Company Limited scheme or of any similar successor scheme. ^[26]
Specified Perils:	fire, lightning, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, but excluding Excepted Risks.
Terrorism Cover:	Pool Re Cover or other insurance against loss or damage to work executed or supplies made pursuant to an Order and Site Materials (and/or, for the purposes of clause 6·12·1, to an existing structure and/or its contents) caused by or resulting from terrorism. ^[26]

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

6·7A The Employer shall:

- 1 unless otherwise stated by the Contract Particulars (item 15·3) effect and maintain a Joint Names Policy in respect of the existing structures for which Orders may be issued, together with the contents of them owned by him or for which he is responsible, for the full cost of reinstatement, repair or replacement of loss or damage due to any of the Specified Perils;
- 2 subject to clause 6·7B where the Contract Particulars state that that clause applies (item 15·4), effect and maintain a Joint Names Policy for All Risks Insurance with cover no less than that specified in clause 6·6 for the full reinstatement value of each and every Order (plus the percentage, if any, stated in the Contract Particulars to cover professional fees (item 15·2))

and shall maintain such Joint Names Policies up to and including the end of the Contract Period (or up to the Order Completion Date of any Order which either pursuant to clause 2·10 or by agreement pursuant to clause 2·4 occurs after the end of the Contract Period), or (if earlier) the date of termination of the Contractor's employment under this Contract. In respect of the insurance referred to in this clause 6·7A the Employer shall notify his insurer of the identity of the properties in respect of which Orders may be issued and the Contract Period (but with the proviso that work or supply in respect of such properties may continue to be carried out or made by the Contractor until any later Order Completion Date).

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

^[27] **Clause 6·7A can be used in its existing printed form by those Employers who are able to effect the Joint Names, Specified Perils cover referred to for the Contractor in respect of existing structures and their contents that are owned by the Employer or for which he is responsible.**

However, the Joint Names Policy required by clause 6·7A·1 or the extension of a subsisting structure and contents policy to being a Joint Names Policy may not be readily available – and that provision is often not now appropriate for – refurbishment projects or alterations by tenant Employers where existing structures insurance is the landlord's responsibility.

Joint Names cover may also not be readily available to some domestic owner-occupiers looking to undertake refurbishments or minor works to their property.

The Contract Particulars for clause 6·7A·1 (item 15·3) therefore expressly allow the Parties in those circumstances to disapply clause 6·7A·1 and, by means of a Clause 6·7A·1 Replacement Schedule, to include in place of that clause provisions that are tailored to their particular requirements.

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

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

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

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

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

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

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

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

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

Notification by Contractor of occupation and use

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

Evidence of insurance

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

Terrorism Cover – policy extensions and premiums

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

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

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

Terrorism Cover – non-availability – Employer's options

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

Loss or damage – insurance claims and reinstatement

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

Employer shall pay all monies from such insurance to the Contractor by instalments under separate reinstatement work certificates issued by the Contract Administrator at the same dates as those for certificates under section 4 less only the amounts referred to in clause 6.13.5.2;

- 2 the Employer may retain from those monies any amounts properly incurred by the Employer and notified by him to insurers in respect of professional fees up to the aggregate amount of the percentage cover for those fees or (if less) the amount paid by insurers in respect of those fees;
- 3 in respect of reinstatement work, the Contractor shall not be entitled to any payment other than amounts received under the Works Insurance Policy except where there has been a cessation of or reduction in Terrorism Cover under clause 6.11.4 or 6.12 and loss or damage is then caused by or results from terrorism, in which case the reinstatement work shall, to the extent that its cost is no longer recoverable under the policy, be treated as a Variation and under section 4 or clause 6.13.5.1 included in Contract Administrator's certificates. In neither case shall there be any reduction in any amount payable by reason of any act or neglect of the Contractor or of any sub-contractor which may have contributed to the physical loss or damage.
- 6 Where clause 6.7A.2 applies or where loss or damage is caused by an Excepted Risk, reinstatement work shall be treated as a Variation.

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

- 6.14** If there is material loss of or damage to any existing structure, the Employer shall be under no obligation to reinstate that structure, but either Party may, if it is just and equitable, give notice to the other within 28 days of the occurrence of that loss or damage that work on any affected Orders shall terminate. If such notice is given, then:
- 1 unless within 7 days of receiving the notice (or such longer period as may be agreed) the Party to whom it is given invokes a dispute resolution procedure of this Contract to determine whether the termination is just and equitable, it shall be deemed to be so;
 - 2 upon the giving of that notice or, where a dispute resolution procedure is invoked within that period, upon any final upholding of the notice, the provisions of clause 6.12.4 shall apply.

Section 7 Break Provision – Rights of each Party

Break notice

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

Existing and subsequent Orders

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

Section 8 Termination for Default, etc.

Meaning of insolvency

8.1 For the purposes of these Conditions:

- 1 a company becomes Insolvent:
 - 1 when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - 2 on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - 3 on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - 4 on the making of a winding-up order under Part IV or V of that Act.
- 2 a partnership becomes Insolvent:
 - 1 on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - 2 when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors.
- 3 an individual becomes Insolvent:
 - 1 on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - 2 on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors.
- 4 a person also becomes Insolvent if:
 - 1 he enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or
 - 2 (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this clause 8.1.

Each of clauses 8.1.1 to 8.1.4 also includes any analogous arrangement, event or proceedings in any other jurisdiction.

Notices under section 8

- 8.2 ·1 Notice of termination of the Contractor's employment shall not be given unreasonably or vexatiously.
- 2 Such termination shall take effect on receipt of the relevant notice.
- 3 Each notice referred to in this section shall be delivered by hand or sent by Recorded Signed for or Special Delivery post. Where sent by post in that manner, it shall, subject to proof to the contrary, be deemed to have been received on the second Business Day after the date of posting.

Other rights, reinstatement

- 8.3 ·1 The provisions of this section 8 are without prejudice to any other rights and remedies available to either Party.
- 2 Irrespective of the grounds of termination, the Contractor's employment may at any time be reinstated, either generally or in respect of any particular Order or Orders, if and on such

terms as the Parties agree.

Default by Contractor

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

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

Insolvency of Contractor

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

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

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

Default by Employer

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

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

Insolvency of Employer

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

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

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

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

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

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

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

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

Section 9 Settlement of Disputes

Mediation

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

Adjudication

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

Arbitration

Clauses 9.3 to 9.8 not applicable.

^[29] See the Measured Term Contract Guide.

Schedule Supplemental Provisions

(Fifth Recital)

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

Collaborative working

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

Health and safety

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

Cost savings and value improvements

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

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

Sustainable development and environmental considerations

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

Performance Indicators and monitoring

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

Notification and negotiation of disputes

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

Transparency

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

The Public Contracts Regulations 2015

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

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

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



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SECTION 2

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

Appendix A1

Invitation to Tender Document (Part 1 of 2)

Term Maintenance Contract

Door Entry Systems, Access Controls, CCTV and Powered Gates

For and on behalf of:

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

L060274S/0016 August 2018
Issue 3: Tender

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1 INTRODUCTION

1.1 GATEWAY HOUSING ASSOCIATION

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

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

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

Throughout their stock there are a number of blocks which have door entry, access control, CCTV and Powered Gates and the Term Maintenance Contract being tendered is to cover all of this equipment other than where properties are sheltered housing.

The principal requirements of the new Contract will include:-

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

1.2 PROPERTY AND RESIDENT PROFILE

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

General Rented Housing

Leasehold/Shared Ownership

The following resident/occupier categories are involved:

General Rented Housing – Family Homes

Leasehold/Shared Ownership – where the Gateway is the Landlord and the flats have been purchased or are part owned.

Equipment in Sheltered Housing is covered under a separate Contract.

1.3 FORM OF CONTRACT

The Form of Contract shall be the JCT Measured Term Contract 2016. See Appendix 3 for Contract Particulars.

2 MAINTENANCE SPECIFICATION

2.1 SCOPE OF CONTRACT

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

a) Door Entry/Access Control

A fixed annual cost shall be included to cover:-

- Servicing/PPM
- Asset Collection and Condition Appraisal

The following works shall be completed on a Schedule of Rates basis:-

- 24 hour call-out service
- All repairs and component replacements

b) CCTV

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

- Servicing/PPM
- Asset Collection and Condition Appraisal

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

- 24 hour Call Out Service
- Repairs and Component Replacements

c) Powered Gates

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

- Servicing/PPM
- Asset Collection and Condition Appraisal

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

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

2.2 EQUIPMENT

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

Door Entry Systems and Access Controls

- Door entry control equipment
- Magnetic and electric locks
- Audio and video equipment
- Key fob panels
- Door entry handsets
- Power supplies for door entry systems
- Door closers
- Door panels, hinges, handles and fixtures
- Main entrance doors
- GSM Units and Aerials
- Hardware, e.g. laptop and software

CCTV

- CCTV cameras
- Camera control units
- Camera switches and matrix's
- Multiplexers
- Monitors
- Power supply units to CCTV
- Infra-red lamp units
- GSM Units and Aerials
- Broadband Facilities
- Hardware, e.g. laptop and software

Powered Gates and Barriers

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

2.3 ASSET INSPECTION

During the first 6 months of the contract term, the Contractor will be required to carry out a detailed asset and condition inspection at each of the properties instructed.

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

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

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

A pilot covering a total 10 selected properties identified by Gateway will be completed initially and this will then include the formatting and detail collected as part of Asset Surveys. This exercise will be completed within first month of the Contract.

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

2.4 PLANNED AND PREVENTATIVE MAINTENANCE

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

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

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

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

- Door Entry / Access Controls - Annual
- CCTV – Annual

- Powered Gates and Barriers – 6 monthly

2.5 RESPONSIVE MAINTENANCE

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

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

Requests for repairs may come from the following:

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

The majority of calls will be during working hours.

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

2.6 REPAIRS AND REPLACEMENTS

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

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

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

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

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

2.7 IT AND REPORTING SYSTEMS

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

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates

These shall be completed in an agreed format and reference should be made to Appendix 1 and 2 concerning a model form for this type of information.

Reporting shall be made available electronically on a monthly basis.

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

3 TERMS AND CONDITIONS

3.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

3.2 CONTRACT DURATION

The duration of the contract shall be for a maximum of 5 years from the contract start date of 02 January 2019.

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

3.3 PAYMENT TERMS, ORDERS AND INVOICING

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

- Asset Collection and Reports
- Servicing/PPM

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

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

Chargeable repairs shall be covered by monthly applications for payment. These shall be reviewed and where agreed, a single PO will be issued.

3.4 ANNUAL COST ADJUSTMENT

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

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

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

- E1 – Electrical Labour (70% weighted)
- E2 – Electrical Materials (30% weighted)

3.5 INSURANCE

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

Third party public liability

Employer's liability

See JCT MTC for further details.

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

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

3.6 HEALTH AND SAFETY

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

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

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

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

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

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

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

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

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

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

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

3.7 REGULATIONS, STANDARDS ETC

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

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

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

CDM Regulations

Management of Health and Safety at Work Regulations 1999.

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

Workplace Regulations

Manual Handling Operations Regulations

The Control of Substances Harmful to Health Regulations

The Provision and Use of Work Equipment Regulations

Electricity at Work Regulations

BS: 7671 : The IEE Regulations

BS 7036

BS: EN 50130-4: 1996

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

3.8 CONTRACTOR OBLIGATIONS

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

- a) All planned and preventative maintenance shall be carried out between 9.00am and 5.00pm Mondays to Fridays.
- b) The Contractors operatives shall have suitable identification cards including a current photograph. These shall be available when the Contractor is working at any of the properties covered by the contract.
- c) The Contractor shall provide suitably experienced, qualified and trained operatives to carry out the maintenance works identified within the contract. This shall include Door Entry, Access Controls, CCTV and Powered Gates.
- d) The Contractor shall provide a schedule identifying dates of the planned and preventative maintenance visit for each of the properties concerned. The information schedule shall indicate that works will take place “week commencing”. See also 3.11.
- e) The Contractor shall designate the single point of contact for the contract works. The designated Contract Manager will be responsible for all aspects of the contract including:
 - Management of support and administration
 - Reporting
 - Supervision and quality control
 - Attendance at review meetings
- f) In the event of the Contractor attending to a responsive maintenance call and identifying that the equipment is in an unsafe condition, the Contractor shall “make safe” and advise the Contract Administrator as soon as possible.
- g) All of the Contractor’s operatives shall be DBS (Disclosure and Barring Service) checked and shall have completed asbestos awareness training.

3.9 RESPONSIVE REPAIRS CATEGORIES

Repair categories are as follows:-

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

Definition of Priorities:

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

3.10 RESPONSIVE REPAIRS TIME

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

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

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

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

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

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

3.11 ACCESS ARRANGEMENTS AND COMMUNICATIONS

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

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

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

Payments will not be made for abortive visits.

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

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

3.12 ADDING AND OMITTING OF PROPERTIES

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

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

3.13 WORKMANSHIP AND MATERIALS

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

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

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

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

3.14 KPI's

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

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

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

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

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

4 SCHEDULE OF PROPERTIES

4.1 PROPERTY LISTING – DOOR ENTRY/ACCESS CONTROLS

Property Address	System Type	System Make	System Ref	Number of Flats
Powesland Court 41 Whitehorse Rd E1	DE	Select	Functional	14
44-49 Grove Dwellings Adelina Grove E1	DE	Urmet	Functional	6
50-55 Grove Dwellings Adelina Grove E1	DE	Urmet	Functional	6
47a Alderney Street Westminster SW1V	DE	Elvox	Functional	3
49a Alderney Street Westminster SW1V	DE	Urmet	Functional	3
51 Alderney Street Westminster SW1V	DE	Urmet	Functional	3
108 Antill Road Bow E3	DE	Videx	Functional	2
33 Barnsbury Street Islington N1	DE	Urmet	Functional	4
16-22 Bohn Road Stepney E1	DE	Tunstall	Functional	4
32A-J Bow Road Poplar E3	DE	Urmet	Functional	8
1-4 Brenton Street Stepney E14	DE	Entryphone	Functional	2
14-20 Camdenhurst Street Stepney E14	DE	Entryphone	Functional	4
22-28 Camdenhurst Street Stepney E15	DE	Entryphone	Functional	4
1-8 Rayners Terrace Carr Street E14	DE	Videx	Functional	8
9-16 Rayners Terrace Carr Street E14	DE	Videx	Functional	8
17-24 Rayners Terrace Carr Street E14	DE	Videx	Functional	8
25-35 Rayners Terrace Carr Street E14	DE	Videx	Functional	11

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates

Property Address	System Type	System Make	System Ref	Number of Flats
97a-c Cheshire Street Bethnal Green E2	DE	Entryphone	Functional	6
4-9 Compton Close Poplar E3	DE	Fermax	Functional	6
1-10,19 +19a Lennox House Cresset Road Hackney E9	DE	Status Citadel	Digital	12
11-18, 20-35 Lennox House Cresset Road Hackney E9	DE	Status Citadel	Digital	23
53a-b Derbyshire Street E2	DE	Urmet	Functional	2
118-124 Duckett Street Stepney E1	DE	Videx	Functional	4
42a-c East India Dock Road E14	DE	BPT	Functional	3
44a-c East India Dock Road E14	DE	BPT	Functional	3
46a-c East India Dock Road E14	DE	BPT	Functional	3
1-11 Eastbank Stoke Newington N16	DE	BPT 1-1	Functional	1
14-16 Edinburgh Close Globe Town E2	DE	Videx	Functional	3
17-22 Edinburgh Close Globe Town E2	DE	Videx	Functional	6
72 Ferry Street E14 Tequila Wharf	DE	BPT	Functional	16
Mosque Terrace 3 Fieldgate Street E1	DE	Fermax	Functional	8
24b-n Fordham Street Stepney E1	DE	Videx	Functional	12
128-138 Harford Street Stepney E1	DE	Videx	Functional	4
Constant House Harrow Lane E14	DE	Urmet	Functional	24
Arline Court 4 Hassard Street Bethnal Green E2	DE	Entryphone	Functional	4
1-15 Horatio Place Isle Of Dogs E14	DE	Entryphone	Functional	6

**Appendix A1 - TMC - Door Entry Systems,
Access Controls, CCTV and Powered Gates**

Property Address	System Type	System Make	System Ref	Number of Flats
20 1-6 Huddleston Close Globe Town E2	DE	Entryphone	Functional	6
21 7-12 Huddleston Close Globe Town E2	DE	Entryphone	Functional	6
Queen Adelaide Dispensary Ivimey Street Bethnal Green E2	DE	Urmet	Functional	15
60a-f Jubilee Street Stepney E1	DE	Entryphone	Functional	4
Lindley House Lindley Street E1	DE	Urmet	Functional	8
114-124 Locksley Street Stepney E14	DE	Videx	Functional	6
72-76 Maroon Street Stepney E14	DE	Urmet	Functional	3
1-8 3 Menai Place Bow E3	DE	Noralsy Video	Digital	8
1-6 27 Northfield Road N16	DE	Videx 1-1	Functional	1
(2-34) 6-12 Ocean Street Stepney E1	DE	Videx	Functional	4
(2-34) 28-34 Ocean Street Stepney E1	DE	Videx	Functional	4
5a-f Parfett Street Stepney E1	DE	Urmet	Functional	6
7a-f Parfett Street Stepney E1	DE	Urmet	Functional	6
8a-f Parfett Street Stepney E1	DE	Urmet	Functional	6
9a-f Parfett Street Stepney E1	DE	Urmet	Functional	6
10a-f Parfett Street Stepney E1	DE	Urmet	Functional	6
11a-c Parfett Street Stepney E1	DE	Urmet	Functional	3
14a-e Parfett Street Stepney E1	DE	Videx	Functional	5
16a-f Parfett Street Stepney E1	DE	Urmet	Functional	6

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates

Property Address	System Type	System Make	System Ref	Number of Flats
18a-f Parfett Street Stepney E1	DE	Urmet	Functional	6
Weavor House Pedley Street Bethnal Green E1	DE	Urmet	Functional	17
53-67 Pier Street Isle Of Dogs E14	DE	Entryphone	Functional	8
Holmsdale House Poplar High Street Isle Of Dogs E14	DE	Urmet	Functional	15
1-6 Ashbee House Portman Place Bethnal Green E2	DE	Entryphone	Functional	6
7-12 Ashbee House Portman Place Bethnal Green E2	DE	Entryphone	Functional	6
87-97 Prestons Road Isle Of Dogs E14	DE	Entryphone	Functional	6
Tarrant House 9 Roman Road Globe Town E2	DE	Entryphone	Functional	10
40-46 Scarborough Street Wapping E1	DE	Urmet	Functional	4
52-58 Scarborough Street Wapping E1	DE	Urmet	Functional	4
Queen Margaret Flats St Judes Road Bethnal Green E2	DE	Entryphone	Functional	15
Mill House Buildings Three Colts Lane Bethnal Green E2	DE	Tynetec Access	Functional	8
Flats 1-3 3 Turners Road Stepney E3	DE	Videx	Functional	3
Flats 1-5 13 Turners Road Stepney E3	DE	Videx	Functional	5
Flats 1-3 39 Turners Road Stepney E3	DE	Videx	Functional	3
Flats 1-8 41 Turners Road Stepney E3	DE	Select	Functional	8
303a-e Upper Street Islington N1	DE	Urmet	Functional	4
1-13 4 Viaduct Street Bethnal Green E2	DE	Tynetec Access	Digital	13
Flats 1-5 78 White Horse Road E1	DE	BPT	Functional	5

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates

Property Address	System Type	System Make	System Ref	Number of Flats
Dalo Lodge Gale Street E3	DE	Fermax	Functional	9
Peter Shore Court Beaumont Square Stepney E1	DE	Farfisa 1-1	Functional	1
140-150 Harford Street Stepney E1	DE	Videx	Functional	4
45 Kay Street E2	DE	BPT	Functional	11
Flats 1-7 26 Wheeler Street E1	DE	Videx	Functional	7
Vic Johnson House 74 Armagh Road E3	DE	Status 1000	Functional	32
85 Lawrence Close E3	DE	Status 1000	Functional	30
Crosby House Manchester Road Isle Of Dogs E14	DE	Tunstall Warden	Digital	15
Peter Best House 18 Nelson Street Stepney E1	DE	Videx	Functional	11
Appian Court 87 Parnell Road E3	DE	Status 4000	Functional	31
Betty May Gray House Pier Street Isle Of Dogs E14	DE	Entryphone	Functional	55
St Johns House Pier Street Isle Of Dogs E14	DE	Tunstall Warden	Digital	30
William Guy Gardens E3	DE	Status 1000	Functional	17
Rochester Court Wilmot Street E2	DE	Tunstall Warden + PAC	Digital	32
John Bond House 20 Wrights Road E3	DE	Status 1000	Functional	13
Percy Harris House 30 Barnet Grove Bethnal Green E2	DE	Videx	Functional	6
100c-d Bromley High Street E3	DE	Entryphone	Functional	2
102c-d Bromley High Street E3	DE	Entryphone	Functional	2
Victoria Court Cartwright Street Wapping E1	DE	Entryphone	Functional	17

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates

Property Address	System Type	System Make	System Ref	Number of Flats
Flats 1-12 17 Coldharbour Isle Of Dogs E14	DE	Entryphone	Functional	6
Tequila Wharf 681 Commercial Road E14	DE	BPT	Digital	20
1-6 Tilburg House Cranbrook Street Bethnal Green E2	DE	Fermax	Functional	6
7-9 Tilburg House Cranbrook Street Bethnal Green E2	DE	Fermax	Functional	3
1-4 70 Ferry Street Tequila Wharf	DE	BPT	Functional	4
1-3 Charis House Grace Street E3	DE	Fermax	Functional	3
Vera Court Grace Street E3	DE	Fermax	Functional	9
Flats 1-6 166 Hackney Road Bethnal Green E2	DE	Entryphone	Functional	6
Flats 1-6 170 Hackney Road Bethnal Green E2	DE	Entryphone	Functional	6
14 -21 12 Huddleston Close Bethnal Green E2	DE	Tunstall Telecom	Functional	6
64-70 Maroon Street Stepney E14	DE	Urmet	Functional	4
Flats 1-7 10 Masters Street E1	DE	BPT	Functional	7
17-21 Reeves Road Bow E3	DE	Entryphone	Functional	3
23-33 Reeves Road Bow E3	DE	Entryphone	Functional	6
43-53 Reeves Road Bow E3	DE	Entryphone	Functional	6
Elizabeth Blount Court 48 Repton Street E14	DE	Mercury Security System	Functional	12
Roger Dowley Court Russia Lane Bethnal Green E2	DE	Entryphone	Functional	33
David Hewitt House 38 Watts Grove E3	DE	Fermax	Functional	21

4.2 PROPERTY LISTING – CCTV

Property Address	System Type	System Make	System Ref	Number of Cameras
1-11 Eastbank Stoke Newington N16	CCTV	GANZ	Digital	3 Colour Cams
1-6 27 Northfield Road N16	CCTV	GANZ	Digital	2 Colour Cams
85 Lawrence Close E3	CCTV	GANZ	Digital	6 Colour Cams
Appian Court 87 Parnell Road E3	CCTV	GANZ	Digital	8 Colour Cams
Betty May Gray House Pier Street Isle Of Dogs E14	CCTV	GANZ	Digital	10 Colour Cams
St Johns House Pier Street Isle Of Dogs E14	CCTV	GANZ	Digital	16 Colour Cams
William Guy Gardens E3	CCTV	Dedicated Micros DS2	Digital	10
John Bond House 20 Wrights Road E3	CCTV	GANZ	Digital	5

4.3 PROPERTY LISTING – POWERED GATES

Reeves Road Bow E3
David Hewitt House 38 Watts Grove E3
Firewatch Court
1 Douro Street
54 East India Dock Road, E14
Weavers House
1-12 Coldharbour
7 Lowell Street
1-30 Appian Court
1-8 Antigua Mews
Ashbee House
Bookbinders Court
Powesland Court
1-32 Rochester Court
Pat Shaw House
Queen Margaret Flats

5 MODEL PLANNED AND PREVENTATIVE MAINTENANCE SCHEDULE

5.1 INTRODUCTION

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

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

Requirements for:

Door Entry Systems/Access Controls: See 5.2

CCTV Systems: See 5.3

Powered Gates: See 5.4

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Power and Gas

5.2 DOOR ENTRY SYSTEMS/ACCESS CONTROL

Equipment/Frequency of Maintenance	
Main entry [and secondary entrance] (annual)	
Main entrance [and secondary entrance] door lock release. (annual)	<p>_____</p> <p>p _____</p> <p>Cl _____</p> <p>No _____</p> <p>Che _____</p>
Power supply units (annual)	<p>Che _____</p> <p>envi _____</p> <p>Check _____</p> <p>fuses, _____</p>
Electrical installation associated with door entry system (annual)	Visual trunking defects _____
Enclosures, access doors etc to property (annual)	<p>Visual inspection check cover areas. _____</p> <p>Note: Contractor to also note on worksheet, any comments _____</p>
Hardware, e.g. laptop and software	Update hardware remain in service _____
Note: Contractor to also note on worksheet, any comments. Worksheet to be signed and dated.	

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates

5.2 DOOR ENTRY SYSTEMS/ACCESS CONTROLS

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

5.3 CCTV SYSTEMS

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

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates

5.4 POWERED GATES AND BARRIERS

Service Requirements – based on 2 visits per annum

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

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates

APPENDIX 1: SAMPLE REPORT – PLANNED MAINTENANCE

Report on Planned & Preventative Maintenance

Door Entry, CCTV, etc.

Report for:

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

Performance Report (Example for Q1)

Door Entry:

Number of Properties with Annual Service: 100

Number of Service Visits Completed in Q1: 100

Percentage Service Visits Completed: 100%

Percentage Service Visits Completed within Target: 100%

APPENDIX 2: ANNUAL REPORTING FOR DOOR ENTRY, CCTV, ETC. EQUIPMENT RESPONSIVE REPAIRS

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

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates

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

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

Property	Call Date	Target Completion	Completion Date	First time Fix	Comments

APPENDIX 3: MTC 2016: MEASURED TERM CONTRACT 2016 - CONTRACT PARTICULARS

REFERENCE

RECITAL 1ST Contract areas as detailed in 1.1 of the Invitation to Tender Document.

(Page 2)

ARTICLE 3 Gateway Housing Association's appointed representative.

(Page 3)

ARTICLE 4 Principal Designer: Not Applicable

(Page 3)

ARTICLE 5 (Page 4) Principal Contractor: Not Applicable

CONTRACT

PARTICULARS

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

1.2 (Page 5) Refer to Invitation to Tender Document.

2 (page 6) Collaborative working: Supplemental Provision 1 applies

Health and Safety: Supplemental Provision 2 applies.

Cost savings and value improvements: Supplemental Provision 3 applies

Sustainable development and environmental considerations: Supplemental Provision 4 applies.

Performance indicators and monitoring: Supplemental Provision 5 applies.

Notifications and negotiation of disputes: Supplemental Provision 6 applies.

Paragraph 6

Employer's nominee: Mr A Mortimer

Contractor's nominee: to be confirmed.

3 (Page 6) Contract period: 3 years with Employer option to extend for a further 2 years (1+1)

Commencing on: 02 January 2019

4 (Page 6) Does not apply.

5 (Page 7) BIM Protocol: Not applicable.

6 (Page 7) Minimum works value: £25.00 (Twenty-five Pounds) per instruction.
Maximum works value: £5,000.00 (Five Thousand pounds) per instruction.

7 (Page 7) To be confirmed

Appendix A1 - TMC - Door Entry Systems, Access Controls, CCTV and Powered Gates



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

Asset Management Servicing Contracts Data Provision

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

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

A unique reference no. for each servicing item

A unique reference no. for each property

Address Details

Last Service Date

Job Reference No.

Customer Care Standard



Crystal
Mark
17378

Clarity approved by
Plain English Campaign



gateway
housing association



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

If you phone us, we will:

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

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

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

“Diverse communities – one vision”

When you visit the office, we will:

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

When we visit you in your home, we will:

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

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

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

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

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

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

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

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

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



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INVESTOR IN PEOPLE



North River Alliance

Gateway Housing Association

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

Residents: 020 8709 4300

General enquiries: 020 8909 4409

Fax: 020 8709 4400

Email: enquiries@gatewayhousing.org.uk

www.gatewayhousing.org.uk

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



Corporate member of
Plain English Campaign
Committed to clearer communication

401

Version 2: Revised April 2009



Compensation Policy and Procedure

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Document Control Sheet

Title: Compensation
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Related Policies & Procedures: Complaints.
Unacceptable Behaviour.
Home Loss and Disturbance Payments
Insurance

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Forms	
Compensation Claim Form	Intranet

Policy

1. Introduction

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

2. Compensation as a result of Service Failure

2.1 Aim of Compensation

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

2.2 Actual Loss

Compensation will equate to the actual loss suffered, the value of which will need to be verified to our reasonable satisfaction.

When goods are damaged, then it is the value of the goods, at the time of their loss or damage, rather than their replacement value, which will be applied.

2.3 Gateway may pay compensation in the following circumstances:

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

2.4 Admission of Liability

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

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

2.5 Final Payments

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

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

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

- 2.5.1 No payments will be made to residents who owe Gateway money. If a resident owes Gateway money, compensation payments will be:
- credited to the rent account;
 - used to clear the debt e.g. court costs or service charge debts.
 - any remaining balance will be paid to the resident by cheque.

Procedure

1. Scope

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

2. Claims

- 2.1 The Receptionist will log Compensation Claim Forms or letters claiming compensation onto the Correspondence file, acknowledge in writing and forward to the relevant Head of Service on the day of delivery.
- 2.2 The relevant Head of Service will oversee the management of a compensation claim including collating any relevant background documentation.
- 2.3 All claims must be in writing; staff may advise claimants, but may not assist by writing a claim or filling in a Compensation Claim Form.
- 2.4 Claims should preferably be made by completing the Compensation Claim Form or by letter or email.
- 2.5 Staff will not admit liability at the point of claim.

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

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

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

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2.8 Notification and Receipt of Claim

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

The officer must:

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

2.9 Evidence

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

2.10 Theft

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

2.11 Gateway Insurance

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

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

3. Calculating Set Compensation Payments

3.1 Introduction

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

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

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

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

4. Damage to Residents Possessions

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

5. Refunds

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

6. Payment Method

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

APPENDIX G

7. **Appeals**

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

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

8. **Monitoring and Reporting**

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

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

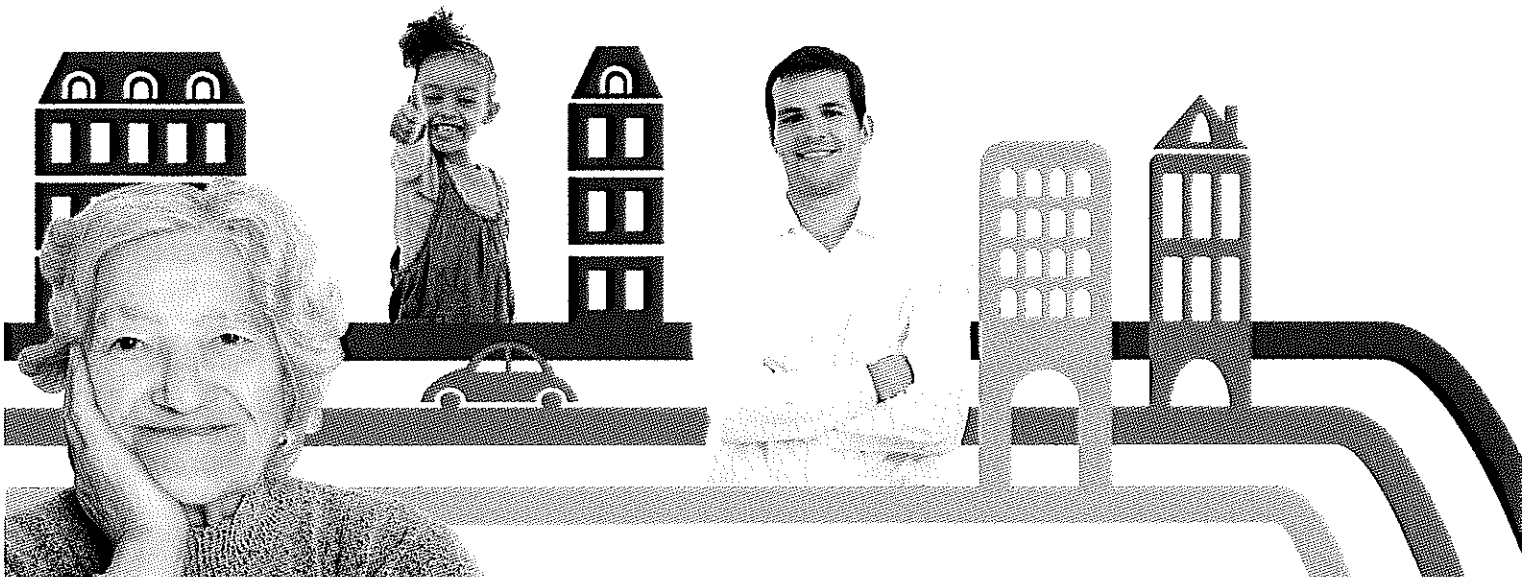
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Supporting local communities to thrive

RESPONSIVE REPAIRS POLICY and PROCEDURE

April 2016

Allan Ramsay, Homeworks Operations Manager



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1 Policy Scope

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

2 Objectives and Principles

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

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

The principles behind the policy are:

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

2.2 Consultation

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

3 The Extent of the Service

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

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

4 Reporting Repairs

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

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

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

5 Categories of repair -target timescales

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

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

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

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

5.3 Urgent Repairs – Respond and complete within seven days

(Care Homes – Respond and complete within three days)

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

5.4 Routine repairs – Respond and complete within thirty days

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

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

6 Out of hours emergency repairs service

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

7 Appointments

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

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

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

8 Assigning/changing the priority of works orders

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

9 Rechargeable Repairs

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

10 Tenants Own Improvements

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

11 Repairs to communal areas

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

12 Leaseholders

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

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

13 Gaining Access

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

14 Decanting Residents

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

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

15 Pre and post inspections

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

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

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

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

16 Claims for compensation

16.1 See Compensation Policy and Procedure

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

17 Performance monitoring and management

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

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

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

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

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

17.5 Monitoring information is made available to:

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

18 Compliments, complaints and comments

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

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

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

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

19 Data Protection

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

20 Equality and Diversity

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

21 Review

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

SECTION 3

APPENDIX A2 - COST DOCUMENT COMPLETED BY DELTA SECURITY (1962) LTD

Appendix A2

Invitation to Tender Document (Part 2 of 2)

Cost Document for

Term Maintenance Contract

Door Entry Systems, Access Controls, CCTV and Powered Gates

For and on behalf of

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

L060274S/0018 August 2018
Issue 3: Tender

Tendering Contractor: Delta Security (1962) Ltd

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

calfordseaden.co.uk

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**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
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Appendix A2 - Term Maintenance Contract Door Entry Systems, Access Controls, CCTV and Powered Gates



1 COST DOCUMENT

1.1 BASIS OF COSTS

- 1.1.1 For the fixed element of the Contract, a fixed price per property/block shall be provided.
- 1.1.2 For the fixed cost element of the contract (planned and preventative maintenance), the contractor shall provide a percentage adjustment against the priced rates in Section 2. When the asset details have been validated, these rates will apply based to the equipment installed.
- 1.1.3 The tender assessment will be based on the Price Model appended to the Form of Tender. The Price Model will be based on approximate quantities and the Rates in Sections 1 to 7 of this document.
- 1.1.4 All costs/rates shall be fixed for 12 months from the Contract start date.

**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates**



2 SCHEDULE OF RATES: PLANNED AND PREVENTATIVE MAINTENANCE

			Percentage Variation	Tender Rate
2.1.	Door entry /access controls system – [1-10 flats]	£45.00 + VAT <u>per annum</u>	(-50.0 %)	£22.50
2.2.	Door entry/ access controls system – [11-20 flats]	£60.00 + VAT <u>per annum</u>	(42.0 %)	£34.80
2.3.	Door entry/ access controls – [21-35 flats]	£75.00 + VAT <u>per annum</u>	(42.0 %)	£43.50
2.4.	CCTV system – [up to 6 cameras]	£125.00 + VAT <u>per annum</u>	(42.0 %)	£72.50
2.5.	CCTV system – [7-12 cameras]	£165.00 + VAT <u>per annum</u>	(42.0 %)	£95.70
2.6.	CCTV system – [13-20 cameras]	£240.00 + VAT <u>per annum</u>	(42.0 %)	£139.20
2.7.	Powered Gates and barriers	£200.00 + VAT <u>per annum</u>	(25.0 %)	£150.00
2.8.	Additional cost per annum: Door entry system maintenance for extra flats: (refer to 2.3)			£2 + VAT <u>per flat per annum</u>
2.9.	Additional cost per annum: CCTV, additional cameras: (refer to 2.6)			£8 + VAT <u>per camera per annum</u>

**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates**



3 SCHEDULE OF RATES: RESPONSIVE MAINTENANCE

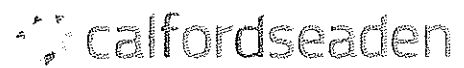
		All Figures are Exclusive of VAT
3.1.	<p>Fixed Rate Cost</p> <p>The rates to be completed in 3 are to include:</p> <ul style="list-style-type: none"> • Travel time to and from the property. • Petrol and other travel costs. • One hour at the property to complete repair. • Consumable parts up to a value of £10.00 + VAT per visit. 	
3.2.	Fixed call out cost, normal hours – for door entry / access controls system.	£40.00
3.3.	Fixed call out cost, Monday-Friday (6pm-12 midnight) – for door entry / access controls system.	£66.00
3.4.	Fixed call out cost, Saturdays, Sundays and Bank Holidays – for door entry systems.	£66.00
3.5.	Fixed call out cost, normal hours – for CCTV systems.	£40.00
3.6.	Fixed call out cost, Monday-Friday (6pm-12 midnight) – for CCTV systems.	£66.00
3.7.	Fixed call out cost, Saturdays, Sundays and Bank Holidays – for CCTV systems	£66.00
3.8.	Fixed call out cost, normal hours – Powered gates, etc.	£100.00
3.9.	Fixed call out cost, Monday – Friday (6pm – 12 midnight) – Powered Gates, etc.	£100.00
3.10.	Fixed call out costs, Saturdays, Sundays and Bank Holidays – Powered Gates, etc.	£100.00

**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
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4 SCHEDULE OF RATES: LABOUR

		£ / Hour
	<u>Labour Rates (Normal Hours – Monday – Friday, 8am-6pm)</u>	
4.1.	Maintenance Engineer – Door Entry / Access Controls	£33.00
4.2.	Maintenance Engineer – CCTV	£38.00
4.3.	Maintenance Engineer – Powered Gates	£100.00
	<u>Labour Rates (6pm-8am, Monday to Friday)</u>	
4.4.	Maintenance Engineer – Door Entry / Access Controls	£59.00
4.5.	Maintenance Engineer – CCTV	£64.00
4.6.	Maintenance Engineer – Powered Gates	£100.00
	<u>Labour Rates (8am-12 midnight, Saturdays)</u>	
4.7.	Maintenance Engineer – Door Entry / Access Controls	£59.00
4.8.	Maintenance Engineer – CCTV	£64.00
4.9.	Maintenance Engineer – Powered Gates	£100.00
	<u>Labour Rates (8am-Midnight, Sundays and Bank Holidays)</u>	
4.10.	Maintenance Engineer – Door Entry / Access Controls	£64.00
4.11.	Maintenance Engineer – CCTV	£64.00
4.12.	Maintenance Engineer – Powered Gates	£100.00

Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates



5 SCHEDULE OF RATES: ON-COSTS

5.1.	On-Cost	
5.1.1	Materials	10%
5.1.2	Hired Plant	0%
5.1.3	Sub-Contractors	15%

Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
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6 SCHEDULE OF RATES : EQUIPMENT REPAIRS

		All Figures are Exclusive of VAT
	<p>Notes: The tendered rates are to include:</p> <p>Travel time to and from site, including travel and parking costs, unless works value is less than £50.00 + VAT in which case the rates in 3 will apply, additionally.</p> <p>Labour and materials associated with works.</p> <p>Associated builderswork including making good.</p> <p>Testing and commissioning on completion.</p>	
6.1.	Door Entry Systems – Bitron, Entrotec, Urmet, BSTL, PAC, Paxton, BPT and Videx only.	
6.1.1.	Replacement of door entry handset (audio only)	£70.00
6.1.2.	Replacement of door entry handset (audio/visual) – GDX handset £88	£398.00
6.1.3.	Replacement of card reader unit at main entrance panel – PAC or Paxton only	£322.00
6.1.4.	Replacement of main entrance panel amp	£115.00
6.1.5.	Replacement of magnetic locks heavy duty type	£145.00
6.1.6.	Replacement of magnetic lock, normal duty type	£110.00
6.1.7.	Replacement of overhead door closer, heavy duty	£160.00
6.1.8.	Replacement of overhead door closer, normal duty	£110.00
6.1.9.	Replace “emergency” or “press to release” switch- Not including Delta dual button	£90.00
6.1.10.	Replace lock and door lever complete, heavy duty type	£115.00
6.1.11.	Replace lock and door lever, complete normal duty type	£95.00
6.1.12.	Replace electrical lock release complete	£70.00
6.1.13.	Replace complete door entry power supply unit	£130.00
6.2.	CCTV Systems - All CCTV will be replaced with Delta Inspire range.	

**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates**

		All Figures are Exclusive of VAT
6.2.1.	Replace internal/external high resolution camera contained within vandal resistant dome housing	£130.00
6.2.2.	Replace internal/external high resolution day/night camera within vandal resistant dome housing	£130.00
6.2.3.	Replace internal/external high resolution day/night camera with infrared, within vandal resistant dome housing	£130.00
6.2.4.	Replace high resolution colour camera	£138.00
6.2.5.	Replace internal/external high resolution, day/night camera	£138.00
6.2.6.	Replace internal/external high resolution, day/night camera within zoom lens (x 16) (x 10)	£338.00
6.2.7.	Replace internal/external high resolution, day/night camera within zoom lens (x 26) (x 23)	£386.00
6.2.8.	Replace internal/external, vandal resistant lockable wedge style camera housing	£226.00
6.2.9.	Replace 4 camera digital recorder DVR with built in CDR, 250 GB hard drive	£479.00
6.2.10.	Replace 9 camera digital recorder DVR with built in CDR, 500 GB hard drive	£629.00
6.2.11.	Replace 15" TFT flat panel high resolution colour monitor	£290.00
6.2.12.	Replace 17" TFT flat panel high resolution colour monitor	£310.00
6.2.13.	Programming and issue to residents of Fobs (x2) – KMS	£20.00
6.2.14.	Programming and issue to residents of fobs (x2) – PAC	£20.00

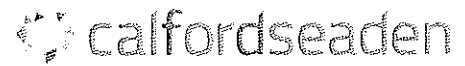
**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates**

7 SCHEDULE OF RATES: REPLACEMENT OF DOOR ENTRY SYSTEMS

7.1 REPLACEMENT OF DOOR ENTRY SYSTEMS

		All Figures are Exclusive of VAT
	<p>Replacement of door entry system including main entrance panel (including trades button), control equipment, amp etc. Based on retaining existing wiring/containment and existing handsets. Costs also to include associated builderswork and making good, testing and commissioning plus operating and maintenance manuals. Works to be DDA compliant.</p> <p>Note: It is anticipated that both Planned and Responsive will be covered by the Contract, but Section 20 requirements may mean that competitive quotations need to be obtained.</p> <p>Replacement systems price assumes we can reuse cable if cable is not suitable for Entrotec we will install Videx Vandal Resistant Stainless Two Wire</p>	
	Base Costs - Audio (6 handsets + = digital)	
7.1.1.	System with 1 handset	£444.00
7.1.2.	System with 2 handsets	£569.00
7.1.3.	System with 3 handsets	£694.00
7.1.4.	System with 4 handsets	£819.00
7.1.5.	System with 5 handsets	£944.00
7.1.6.	System with 6 handsets – Over 6-way would be digital	£1,069.00
7.1.7.	System with 7 handsets	£1,400.00
7.1.8.	System with 8 handsets	£1,470.00
7.1.9.	System with 9 handsets	£1,540.00
7.1.10.	System with 10 handsets	£1,610.00
7.1.11.	System with 11 handsets	£1,680.00
7.1.12.	System with 12 handsets	£1,750.00
7.1.13.	System with 13 handsets	£1,820.00

**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates**



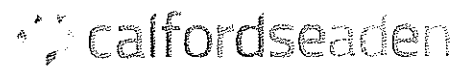
		All Figures are Exclusive of VAT
7.1.14.	System with 14 handsets	£1,890.00
7.1.15.	System with 15 handsets	£1,960.00
7.1.16.	System with 16 handsets	£2,010.00
7.1.17.	Additional cost over and above 7.1.16 for additional flat/handsets up to 40 maximum. Cost per Flat/handset	£70.00
	Selected equipment manufacturer: Entrotec	

**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates**

7.2 REPLACEMENT OF DOOR ENTRY SYSTEMS – ADDITIONAL WORKS TO 7.1

		All Figures are Exclusive of VAT
7.2.1.	Replace as part of works audio handsets (per flat)	£88.00
7.2.2.	Fit white PVC backplate to covered disturbed decoration when replacing handsets (per flat)	£20.00
7.2.3.	PVC mini trunking (16mm x 16mm) within dwellings when replacing handsets (per metre)	£3.00
7.2.4.	Enlarge builderswork opening to suit size/location of main entrance panel backbox including making good (per panel)	£150.00
7.2.5.	Include emergency override (drop key) Switch with back box, including builderswork (per entrance)	£170.00
7.2.6.	Replace electric lock release (medium duty) in existing door/frame (per entrance)	£82.00
7.2.7.	Replace electric lock release (heavy duty) in existing door/frame (per entrance)	£335.00
7.2.8.	Replace existing Maglock	£87.00
7.2.9.	Replace 'push to exit' button utilising existing back box	£62.00
7.2.10.	As base system but with proximity access control (up to 40 flats) including fobs, programming etc. Manufacturer: KMS – 40 fobs	£1,610.00
7.2.11.	Replace main entrance door lock and cylinder complete	£125.00
7.2.12.	Allow for rewiring in 2-core cable within existing containment system (cost per metre)	£16.00
7.2.13.	Allow for rewiring in 2-core cable in 20/25mm galvanised conduit run surface within communal areas (cost per metre)	£26.00
7.2.14.	Variance to prices for installation of new systems	+92%
7.2.15.	Supply and fit complete hardwood timber portcullis entrance door (1000mm x 2100mm) complete with fixtures, locks etc	£3,100.00
7.2.16.	Supply and fit complete hardwood timber solid core entrance door (1000mm x 2100mm) complete with fixtures, locks etc	£850.00
7.2.17.	Supply and fit side screen section in (350mm x 2750mm) hard wood timber	£400.00

**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates**



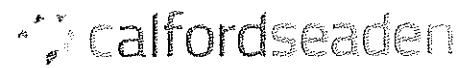
		All Figures are Exclusive of VAT
7.2.18.	Supply and fit steel portcullis entrance door (1000mm x 2100mm) complete with fixtures, locks etc.	£3,100.00
7.2.19.	Supply and fit side screen to suit steel Portcullis entrance door (350mm x 2750mm)	£400.00

**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates**

7.3 ACCESS CONTROLS

		All Figures are Exclusive of VAT
7.3.1.	Provision of KMS SimpleKey Cloud based system (training @ KMS offices is free)	£0
7.3.2.	Cost of KMS Tokens (per flat)	£6.00
7.3.3.	Contract Sum and 24 month KMS web hosting	£200.00
7.3.4.	External Hi-gain wall mounted KMS aerial	£75.00

**Appendix A2 - Term Maintenance Contract
Door Entry Systems, Access Controls, CCTV and
Powered Gates**



7.4 POWERED GATES

		All Figures are Exclusive of VAT
7.4.1.	Cost for full Risk Assessment and Report (per gate)	£150.00

SECTION 4

COMPLETED FORM OF TENDER AND PRICE MODEL DATED 04 SEPTEMBER 2018

APPENDIX B - FORM OF TENDER

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

4th September 2018

Sirs,

TERM MAINTENANCE CONTRACT – DOOR ENTRY, ACCESS CONTROLS, CCTV AND POWERED GATES

I/We the undersigned, hereby tender and offer to complete the works more particularly described and referred to in the Invitation to Tender Document for the above mentioned contract. Under the terms of the Contract, instructed works are to be completed by the contractor in accordance with the provisions contained in or reasonably to be inferred from the conditions, specification etc. The Form of Tender figure is, exclusive of Value Added Tax, **£40,641.50 (Forty thousand, six hundred and forty one pounds and fifty pence)** in words), The details of which are provided in the appended Price Model.

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

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

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

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

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

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

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

APPENDIX B - TERM MAINTENANCE CONTRACT – DOOR ENTRY, ACCESS CONTROLS, CCTV AND POWERED GATES

SCHEDULE OF PRICES

Total tender sum from Form of Tender Price Model

£40,641.50 + VAT total for first 12 months term

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

Mr D Mundy-----

Delta Security (1962) Ltd -----

181 Dalston Lane-----

London E8 1AL-----

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

For and on behalf of
Mr D Mundy – Director -Delta Security (1962) Ltd

APPENDIX B - TERM MAINTENANCE CONTRACT – DOOR ENTRY, ACCESS CONTROLS, CCTV AND POWERED GATES

FORM OF TENDER - PRICE MODEL

EQUIPMENT TYPE	APPROXIMATE QUANTITIES				COST DOCUMENT REFERENCE	
<u>Fixed Cost (Door Entry/Access Controls)</u>	<u>Number of Blocks</u>					
Door Entry/Access Controls	83	x	£	22.50	(as 2.1)	£ 1,867.50
Door Entry/Access Controls	19	x	£	34.80	(as 2.2)	£ 661.20
Door Entry/Access Controls	9	x	£	43.50	(as 2.3)	£ 391.50
Door Entry/Access Controls	20	x	£	2.00	(as 2.8)	£ 40.00
					Sub-total	£ 2,960.20
<u>CCTV Planned and Preventative Maintenance</u>	<u>Number of Systems</u>					
CCTV	4	x	£	72.50	(as 2.4)	£ 290.00
CCTV	3	x	£	95.70	(as 2.5)	£ 287.10
CCTV	1	x	£	139.20	(as 2.6)	£ 139.20
					Sub-total	£ 716.30
<u>Powered Gates/Barriers</u>	<u>Number</u>					
Powered Gates	16	x	£	150.00	(as 2.7)	£ 2,400.00
					Sub-total	£ 2,400.00
<u>Responsive Maintenance/Repairs Equipment</u>						
Door Entry - Fixed Call cost	40	x	£	40.00	(as 3.2)	£ 1,600.00
Door Entry - Fixed Call cost	15	x	£	66.00	(as 3.4)	£ 990.00
Door Entry - Labour	20	x	£	33.00	(as 4.1)	£ 660.00
Door Entry - Materials on-cost	£2,500.00	+		10%	(as 5.1.1)	£ 2,750.00
CCTV - Fixed Call cost	10	x	£	40.00	(as 3.5)	£ 400.00
CCTV - Labour	10	x	£	38.00	(as 4.2)	£ 380.00
CCTV - Materials on-cost	£1,000.00	+		10%	(as 5.1.1)	£ 1,100.00
Powered Gates - Fixed Call Out Cost	15	x	£	100.00	(as 3.8)	£ 1,500.00
					Sub-total	£ 9,380.00
<u>Repairs and Component Replacements</u>						
Replacement handset	5	x	£	70.00	(as 6.1.1)	£ 350.00
Replacement mag-locks	2	x	£	110.00	(as 6.1.6)	£ 220.00
Replacement door closer	5	x	£	110.00	(as 6.1.8)	£ 550.00
Replacement electrical release	5	x	£	70.00	(as 6.1.12)	£ 350.00
Replacement door entry PSU	1	x	£	130.00	(as 6.1.13)	£ 130.00
					Sub-total	£ 1,600.00

APPENDIX B - TERM MAINTENANCE CONTRACT – DOOR ENTRY, ACCESS CONTROLS, CCTV AND POWERED GATES

EQUIPMENT TYPE	APPROXIMATE QUANTITIES				COST DOCUMENT REFERENCE	
<u>Door Entry/Access System Replacements – Responsive</u>						
Door Entry - Replacement System	2	x	£	1,069.00	(as 7.1.6)	£ 2,138.00
Door Entry - Replacement System	2	x	£	1,470.00	(as 7.1.8)	£ 2,940.00
Door Entry - Replacement System	2	x	£	1,610.00	(as 7.1.10)	£ 3,220.00
Door Entry - Replacement System	1	x	£	1,890.00	(as 7.1.14)	£ 1,890.00
Containment and Wiring	175	x	£	26.00	(as 7.2.13)	£ 4,550.00
Replacement Handsets	62	x	£	88.00	(as 7.2.1)	£ 5,456.00
PVC trunking in flats	93	X	£	3.00	(as 7.2.3)	£ 279.00
Electric door release	4	x	£	335.00	(as 7.2.7)	£ 1,340.00
Access Controls-Training free @ KMS	7	x	£	0.00	(as 7.3.1)	£ 0.00
Fobs-KMS	62	x	£	6.00	(as 7.3.2)	£ 372.00
Contract SIMs and hosting	7	x	£	200.00	(as 7.3.3)	£ 1,400.00
Sub-Total:						£ 23,585.00
OVERALL TOTAL:						£ 40,641.50
To be carried over to Form of Tender						
All Figures are exclusive of VAT						

SECTION 5

COMPLETED COLLUSIVE TENDERING CERTIFICATE DATED 04 SEPTEMBER 2018

APPENDIX C

TERM MAINTENANCE CONTRACT FOR DOOR ENTRY, ACCESS CONTROL, CCTV AND POWERED GATES

GATEWAY HOUSING ASSOCIATION

CERTIFICATE OF NON-COLLUSION

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

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

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

Signed:



On behalf of:

Delta Security (1962) Ltd

Date:

4.9.18

SECTION 6

SELECTION QUESTIONNAIRE COMPLETED BY DELTA SECURITY (1962) LTD

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

SECTION A – COMPANY INFORMATION

1 Contact Information:

a.	Name of contact person responsible for completing this PQQ: David Mundy
b.	Position in company of contact: Operations director
c.	Contact address: 181 Dalston Lane, London E8 1AL
d.	Contact telephone number: 020 8985 1855
e.	Contact e-mail address: sales@deltasecurity.co.uk

1 Company Details

a.	Company name: Delta Security (1962) Ltd
b.	Trading name (if applicable): NA
c.	Date company formed and incorporated: 17.2.2000
d.	Company type: (i.e. PLC, partnership, sole trader, etc.) Limited
e.	Company registered office C/o THP Ltd, 34-40 High Street, Wanstead, London E11 2RJ
f.	Address from where this contract would be managed: 181 Dalston Lane, London E8 1AL
g.	Website address: www.deltasecurity.co.uk
h.	Company registration number (where applicable): 03928158
i.	Previous company name(s) (if applicable): Westonia Limited – name changed 19.4.12

3 Conflict of interest

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

4 Associated Companies Section (where applicable):

a.	Parent company name: Na
b.	Parent company address: Na
c.	Parent company web site address: Na
d.	Relationship to parent company: Na
e.	Names and address of any subsidiaries: Delta Security Contracts Limited – Dormant company, there to reserve name only.

5 Insurance, VAT & Accreditation information

a.	VAT Registration Number (or equivalent):	751 9497 92
b.	Your CIS Unique Taxpayers Reference (or equivalent) if applicable:	22158 05822
c.	Confirmation that you hold Public Liability Insurance and detail of cover value:	Cover held, £5m any one claim and unlimited throughout term of policy.
d.	Confirmation that you hold Employer's Liability Insurance and detail of cover value:	Cover held - £10m
e.	Details of any industry specific accreditations, or membership to any industry specific associations which you feel support your bid:	SafeContractor, MLA, SSAIB, CHAS, Constructionline, ISO: 9001, ISO: 14001, EXOR

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

SECTION B – FINANCIAL INFORMATION**1 Turnover**

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

Year	Turnover (£)
31.3.17	£2,059,378
31.3.16	£1,901,452

Comments:

2 Profit & Loss

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

Year	Profit / Loss
31.3.17	13.3%
31.3.16	2.3%

Comments: While profits can vary largely, we have enough self-generated capital funding to sustain us throughout the fluctuations and tight cash flow management.

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

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

SECTION C - POLICIES

1 Health & Safety

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

Please complete any relevant details below:

HSE Enforcement/Remedial Orders

On 25.2.14 an engineer fell from the second rung of his step ladder and hurt his back. This happened mid-week and the following day he felt well enough to return to work. During the week his back caused him some pain and over the weekend he went to hospital. The hospital advised that he be signed off work to recover. He was signed off for more than 7 consecutive days and we reported this under RIDDOR as required.

Despite having no previous record, HSE decided to investigate the incident and Churlene Brown (H&S Manager) fully co-operated with the inspector. The inspector did a thorough investigation, interviewing staff on the project, the engineer who fell and Churlene Brown, visiting site etc.

The inspector recognised that we had prepared the risk assessment, method statement and carried out a walk through and project briefing covering the relevant areas and documentation.

The inspector also acknowledged that this particular engineer, who gained an SSSTS certificate in 2012, was at fault as he had positioned his ladder wrongly and not applied the safe system of work set, nor chosen the correct access equipment.

However, the inspector was of the opinion that we had failed to ensure that works at height, in particular when working less than 2 meters high was properly planned, appropriately supervised and carried out in a manner which is so far as is reasonably practicable safe.

The outcome of the investigation was an Improvement Notice, issued on 8.7.14. In response to the improvement notice we undertook the follow actions to reduce the risk of a repeat occurrence.

1. All senior engineers and H&S staff have also been advised of the WAIT tool on HSE website, for reassurance if in doubt in selecting which assess equipment should be used for a given task/location.

2. All engineers have been e-mailed a copy of the HSE Working at Heights booklet.
3. When preparing risk assessments, all works with a repetitive action or that may last for more than 30 minutes will have a step ladder restriction and any ladder usage will be restricted to works where use is unavoidable, hooks and ladder mats can be used to secure it, and a harness used to secure operative to ladders to ensure risk of slips.
4. We have reviewed our training matrix to ensure that engineers receive Working at Heights refresher training annually, in addition to their existing planned training. The refresher training will include selecting equipment and safe systems of work. Engineers will also be expected to answer test questions about the training at the end to ensure they have gained the necessary understanding.
5. We will be monitoring the application of engineer equipment choices by selecting jobs throughout the year and asking the engineers which equipment they used and comparing this to the suggested equipment using WAIT. This will highlight any training needs and enable us to ensure they have the relevant competencies.
6. There will also be on the spot checks for selected projects to ensure all relevant controls and procedures are being adhered to in line with our risk assessments.

The inspector was satisfied that we had complied with the Improvement Notice and the matter was formally "complied with" on 15.8.14.

Notice ref: 305677463

2 Equality & Diversity

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

Yes ☒ No ☐

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

Yes ☒ No ☐

3 Environmental Policy

a) Does your organisation have an environmental policy?

Yes ☒ No ☐

Please complete any relevant details below:

We've been ISO: 14001 accredited since 2013 and are annually audited by an external party. Our EMS procedures operate at board and staff levels and training is given. The application and effectiveness of our EMS is continuously monitored via KPI's and aspect reviews. Improvement actions are taken accordingly.

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

Yes ☐ No ☒

If yes, please provide details:

4 Anti-Bribery Policy

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

Yes ☒ No ☐

If 'No' please confirm you will comply with Gateway Housing Association's policy

5 Data Protection Policy

a) Does your organisation have a Data Protection policy?

Yes ☒ No ☐

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

Yes ☒ No ☐**6 Business Continuity Plan**

a) Does your organisation have a Business Continuity Plan?

Yes ☒ No ☐

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

Outlined below is a snapshot detailing how we would continue to deliver services for this contract when an unexpected event raises (we have summarised the main events).

- David Mundy has responsibility for activating and overseeing the BCP, or Angela Robinson in the absence of David Mundy.

- IT Failure - We have IT hardware cover and all data is backed-up to the cloud, daily backups to the server and we have a RAID drive. In the event that the BCP was activated, we could replace the office computers and server quickly (4 hr IT hardware cover) and restore the data, software is downloadable and not bespoke. We have a 24/7 support contract specialist IT consultants.
- Building Access Restrictions and Building Loss, Fire at Premises, Utility Failure - If it were the case that the equipment was intact, but access was an issue, we have the ability to work remotely via a secure portal. We would obtain short-term serviced offices and work from there. Engineer's carry stock on their vans and we have excellent supplier relationships, often with next day delivery. We also have a number of local suppliers. Company telephones would also be diverted to mobile phones and/or temporary landline.
- Loss or illness of key staff - We each have contingent areas of knowledge to cover other staff member duties, in the event of staff shortages. We have key man insurance for key staff losses, that move from temporary to permanent and could utilise our pre-approved sub-contractors temporarily as required.
- Outbreak of Disease or Infection – In the unlikely event that this occurs, staff agree to work additional hours as required to cover shortfalls in labour, depending on the staff area of illness, the strategies above would apply.
- Fuel shortage – If this occurred, it's probable it would be short-term, less than 48 hours. We would, reduce fuel usage by cancelling non-essential journeys, A quota of diesel top that enables the running of company transport has been arranged with a plant hire supplier. The company would communicate effectively at all times with its stakeholders.

Our BCP was tested in approximately 2010 when a vehicle drove through the wall of our office, staff worked remotely from serviced offices in E14 for about 4 weeks while remedial works took place. Our BCP is reviewed annually.

Quality Response Document Template

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

Q1 – Relevant Experience

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

(i) Customer Organisation	Southern Housing Group
Scope of Supply	<p>Planned upgrades, responsive repairs and maintenance to audio and video door entry systems and CCTV across 2500 properties within the M25 region, including electrical testing when required.</p> <p>DES (gates and CTV below) Various manufacturers are used, including, but not limited to - Entrotec, Videx, Fermax, Golmar, BPT, PAC Easikey, Paxton, Honeywell, Cop and Raytel.</p> <p>Doorsets and panels: Delta 9 Security SbD Doors, aluminium doors, wood, steel</p>
Start & completion dates	2010/2011 - ongoing
Approx. Annual Contract Value (£)	£200k + vat
Brief description of contract (max 300 words) including evidence of delivery in line with the Group's requirements.	
<p>Service delivery</p> <ul style="list-style-type: none"> PO's are issued via e-mail to us, raised on Klik, our job management software and deployed to engineers. Asbestos register checked. The engineers carry PDA's with live network access and the PDA's are updated almost instantly. This is also true of job notes added by the engineer on completion of works. Customers include those with learning difficulties, the elderly or those receiving care at home. Properties range from individual properties to high rises. All residents are given two-hour time slots (8-10, 10-12 etc) to reduce inconvenience and improve client satisfaction. Any resident not available between normal working hours (8am–5pm, Mon–Fri) is offered 7am or weekend appointments. Stocks are kept on vans and our warehouse for efficiency. <p>Communications</p> <ul style="list-style-type: none"> Allocated contract manager as main point of contact with support team. Each week a spreadsheet is sent to the client to show what works were carried out and the time and date completed along with their own PO references and prices. When carrying out repairs, data is gathered to assist with Southern Housing Group's Asset Management, to ensure they are aware of stock condition and to allow for budgetary planning. We book the appointments directly via phone, text and e-mail. We subscribe to Language line and utilise interpreters as required. We liaise with carers or family members as required. 	

- When parts have to be ordered, the Southern Housing Group call centre is advised of any delay because of this via email.

Performance

- This contract shows a 90% first time fix rate, reducing return visits and improving resident and client satisfaction. Delta Security have shown the client a defective (recall) rate of less than 5%.
- Quarterly meetings are held with the contract manager and the SHG officials to review KPI's, customer feedback, planned upgrades, any other business.

Word count 298

(ii) Customer Organisation	One Housing Group
Scope of Supply	Installation, PPM and responsive repair contract for door entry systems, CCTV, access control and electric gates. Gates (DES above): CAME, BFT, FAAC, Nice and various other smaller compatible brands.
Start & completion dates	2012 onwards
Approx. Annual Contract Value (£)	£350k + vat
Brief description of contract (max 300 words) including evidence of delivery in line with the Group's requirements.	
<p><i>This contract operates the same as the SHG contract above. Further aspects of these contracts are:</i></p> <p>Meeting responsive repair time categories</p> <ul style="list-style-type: none"> Repair time categories for this contract, are much the same as SHG/Gateway. Engineering staff reside within Greater London to facilitate swift out of hours response times. Engineers work in geographic teams. This creates efficient response times and diagnosis as engineers are more familiar with sites. More accurate spare stock is carried by them. Engineers are qualified, competent and multi-disciplined allowing maximum flexibility. <p>Staff presentation</p> <ul style="list-style-type: none"> Staff are required to wear branded uniform, carry photographic ID cards and drive clearly branded vehicles. <p>VO limits</p> <ul style="list-style-type: none"> VO limit agreed (£350), allowing OHG to retain control of its spending. When remedial works required exceed the VO limit, a quote is submitted to the OHG for consideration within 2 days. PDA's can take pictures and videos, these are submitted as required. Temporary repairs to make safe are completed where such remedial works are required. <p>Appointments and changes</p> <ul style="list-style-type: none"> Residents are sent reminder texts/called 24 hours before their appointment, if their situation changes, they can call/text us directly to rearrange. Where we have made various attempts to contact the resident with no response, and the target completion date has expired, we notify OHG to arrange access or advise further. <p>Finance</p> <ul style="list-style-type: none"> Monthly AFP report submitted to OHG in Excel format, along with a PDF job sheet for each job. OHG complete audit. OHG issue certificate of works and we raise invoice to match. 	

Asset Condition Surveys

- ACS reports are submitted to OHG in Excel format. We bring to their attention older systems that we recommend replacing and provide system costs for them to consider. ACS's are completed for CCTV, DES and gates. Risk assessments are submitted in PDF forward throughout the year. Example below:

Site Name	Site Address	Post Code	UN Prop Ref	Service Ref	Serviced Date	Next Service Due	Audio / Video	Functional / Digital	Number of Flats	Door Entry Equipment Manufactur	Locking Arrangement	Fob System Installed Y / N	Fob Man
Arden Park House	Flat 101, Arden Park House, 254 Graham Road, London E12 8JG	E12 8JG	GRA1THAN1001	21623	17/04/2017	17/04/2018	None	Functional	10	EDP	Maglocks		

Word count 296

(iii) Customer Organisation**HAUS Block Management****Scope of Supply**

Door entry, CCTV and gates repair, maintenance and installation.

CCTV manufactures used, but not limited to:
Hikvision, Dahua, Honeywell, Bosch, Milestone, Raytec, Panasonic

Start & completion dates

November 2014

Approx. Annual Contract Value (£)

£150k + vat

Brief description of contract (**max 300 words**) including evidence of delivery in line with the Group's requirements.

This This contract is a combination of planned, preventative and response maintenance, including asset condition surveys (ACS) across DES, CCTV and gates. A number of properties require ACS's, but not all. This is at the request of Haus property managers.

Preventative Maintenance

CCTV and DES servicing takes place annually and gates bi-annually. Risk assessments and force testing reports are completed annually. All reports are submitted to the relevant property manager as PDF files.

Planned upgrades

We are happy to speak directly with RMC directors to answer any queries they may during their Section 20 consultation process. We also attend resident meetings as required and provide documentation to hand out.

The summarised process is:

- Obtain PO
- Agree a programme of works
- Order parts
- Put up notices in communal areas
- Put letters with dates to start booking in appointments for handsets
- Advise how further fobs can be obtained
- Pre-distribute allocated fobs per flat as directed by Haus
- Carry out installation as planned
- Handsets where access wasn't gained, will be fitted free of charge up to 6 months after installation.
- Commissioning documentation and handover takes place

Contract Delivery

- PO's are e-mailed over.
- VO limited agreed as above.
- Delivery is the same as the other 2 contracts above.

- We're often asked to keep copies communal entrance keys/fobs to allow us to complete works efficiently with minimal inconvenience and make further copies to order for Haus as instructed.

Communications and updates

We liaise with customers directly to book appointments via telephone, e-mail and text. We provide Haus with updates about jobs, vandalism, anti-social behaviour etc.

Value for money

Haus is a block management company. They, like us are under constant pressure to provide value for money to their customers. We work with them closely and are an extension of their existing team.

Word count 297

Q2 – Insert title

Insert text

Supplier Response – Max xxx words

Q2 – Insert title

Insert text

Supplier Response – Max xxx words

Q2 – Insert title

Insert text

Supplier Response – Max xxx words

*Insert Questions as necessary

SECTION 7

DELTA SECURITY (1962) LTD QUALITATIVE SUBMISSION



Appendix D – Qualitative Questionnaire and Selection Criteria

181 Dalston Lane
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Question 1 – Resources and management (10%)	
Based on the ITT documents provide proposals in terms of resourcing the contract concerned including the key points of contact together with number of operatives and admin staff who would be allocated. Please identify names and qualifications of the operatives who would be involved, together with their skill sets and where they are based and the geographical area they cover.	(6%)
<u>Our Proposed Approach – Pre-commencement</u> <ul style="list-style-type: none"> • Prepare Mobilisation Plan (MP) starting 8-weeks pre-commencement. • Introduce Mobilisation Team (MT) to Gateway, initially lead by David Mundy. Details below. • Establish milestones, target dates. • Continuously monitor milestones – weekly internal meetings ongoing dialogue, set-up dedicated e-mail distribution group. • Bi-weekly updates to Gateway (depending on client preference). • On commencement, monitoring closely. 	
Mobilisation First meeting with Gateway: <ul style="list-style-type: none"> • Introduce key personnel • Distribute list of contact information • Outline the MP • Incorporate any changes requested by Gateway. 	
<u>Mobilisation Team – Key Personnel</u> (DM) David Mundy – Operations Director <ul style="list-style-type: none"> • MT Leader – Oversee all aspects of transition • LIASION – Providing list of designated contacts – MT, operation systems, set up e-mail group. • HRM - Liaising with SC to brief engineering team. • AGREE TEMPLATES – Temporary repair letters and posters, resident installation letters, CSV reporting templates and frequency (PPM, risk assessments and operation reports). • SITES – Access asbestos register, resident risk data, fire risk assessments. • HSE– Review RAMS format and system for submission. 	
(SC) – Sasha Codrington – Point of Contact post commencement <ul style="list-style-type: none"> • LIAISING – Inductions to Gateway - Contract specifics, implement resident risk data into job database check asbestos register, prepare KPI's, book appointments. • SITES – Obtain details - vulnerable residents, ASB sites. 	
(AR) Angela Robinson - Financial Controller/Office Manager H&S –, RAMS and CDM support. FINANCE – Supplier/Customer set-up, CSV reporting templates and frequency.	
<u>Operations Administration Team</u> (DM) David Mundy- Operations Director Experience and skills: Dave Mundy oversees all company activities. He is a hands on director and has worked in the security industry for over 25 years, both as an engineer and later as an expert specifier and trouble shooter. He has a pragmatic and professional approach with a wealth of experience. David has successfully led a broad range of installation projects from small low rises flats to entire residential estates.	



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Qualifications:

- PRINCE2
- IOSH Managing Safely.
- Supervisors Health and Safety Training.
- Attends regular training with main suppliers (E.g CAME) to ensure his knowledge remains up to date.
- GCSE's

(AR) Angela Robinson – Financial Controller

Angela joined us in 2013. She worked for 17 years in public practice prior to joining us. Her role is to manage the finance function, work to improve systems across the company, joint responsibility for health and safety and general compliance.

Qualifications:

- NVQ 2 +3 - Business and Management
- FCCA
- IOSH Managing Safely
- GCSE's

(SR) Sasha Codington- Contract Manager

Sasha joined us in 2016 she manages the day to day activities of the operations team. She has working in the lettings/housing sector for the last 10 years and prior to that worked as an analysis in the financial service sector.

Qualifications:

- NVQ Level 3 - IT
- NVQ Level 3 – Business and Management
- Currently studying a Business degree
- GCSE's

(SR) Siobelle Rowe – Senior Administrator

Siobelle has worked at Delta since 2010. She has received internal administration training and gained her NVQ here. She is here to support Sasha in all activity and covers the same skill set.

Qualifications:

- GCSE's and A levels (including Spanish)
- NVQ Level 3 in Business Administration
- Safeguarding training
- Customer service training

(CMM) Carlene McKenzie – Administrator

Carlene has worked at Delta since January 2018. She has received internal training and previously worked for a service company supplying the housing sector. She is the proud recipient of the L&Q Contractor Operative Award for excellent resident service to L&Q Property Service Contracts in October 17. She has a lot of experience in customer services within the housing sector.

Qualifications:

- NVQ 2 +3 - Business and Management
- Legal Method higher certificate
- GCSE's



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Engineers:

Robert Speller

Robert joined us in 2015. His focus is on automated gates and barriers. He is enormously experienced and has worked in the industry for over 25 years. Robert is a site supervisor and project manager. Covers: Gates, shutters, barriers, door entry, CCTV.

- C&G Level 2+3 in electrical installation (17th Edition)
- Pasma
- IPAF
- CSCS Certification
- Gate safety - BFT Gates Systems
- CAME Safe Installer
- GCSE's
- Various product training including BFT, CAME, Record Closers.

George Ciobanu

George joined us in 2005. He is a primarily an access control and CCTV engineer, although he is multi-disciplined. He is bi-lingual and specialises in IP equipment. George has worked in the industry for some 20 years. George is bi-lingual and speaks English, Romanian and German. Gates, CCTV, door entry.

Qualifications:

- Bachelor's degree in mechanical and electrical engineering (Romania)
- High school diploma in electronics, radio and television (Romania)
- Layer 2 & 3 Ethernet switching (Romania)
- Millennium Structured Cabling Systems (Romania)
- Security Systems Technician (ARTS)
- Health and safety training
- Visonic alarm installation

Nick Given:

Experience and skills:

Nick has worked at Delta Security since 2003. He is multi-disciplined but specialises in carpentry, grills and fitting Salto locks. Door entry, locksmith, carpentry.

Qualifications:

- MLA Locksmith
- CSCS certification
- Visonic and Risco alarm installation
- GCSE's

Pawel Kramer:

Experience and skills:

Pawel has worked at Delta Security since 2010 and within the industry for over 15 years. He is multi-disciplined but specialises in access control. He also has great experience from working in 2 continents and is bi-lingual (English and Polish). He has project management experience and is often site based, liaising with customers on projects. Covers: CCTV, door entry, intruder alarms.

Qualifications:

- C&G in Wiring Regulations
- Level 3 certification in Electrical Installations
- CSCS certification
- IPAF



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- Visonic alarm installation
- GCSE's

Gladstone Lamont:

Experience and skills:

Gladstone has worked at Delta since 2008. He has worked in the Security sector for many years. He is an experienced installer and familiar with managing large projects. CCTV, door entry, intruder alarms.

Qualifications:

- C&G Level 2 in electrical installation
- CSCS Certification
- IPAF
- Risco and Visonic alarm installation
- O-Levels

Geoff Hall

Experience and skills:

Geoff has worked at Delta since 2006. He has worked in the Security sector for many years. He is an experienced installer and responsive engineer. CCTV, door entry, intruder alarms, gates, locksmith.

Qualifications:

- C&G Level 2 in electrical installation
- CSCS Certification
- Risco and Galaxy alarm installation
- GCSE's

Tyron Gannon:

Experience and skills:

Tyron has worked at Delta Security since 2008. He specialises in carpentry, grills and locksmith work.

Qualifications:

- GCSE's
- CSCS certification

Trainees:

Adrian Wilzynski, Carlo Thomas are highly talented trainees. They are committed to providing excellent service to our customers (Carlo has an NVQ Level 2 in Customer Services) and are keen to learn. They have impressed our site managers and it is hoped they will rise through the ranks at Delta Security.

Geographical areas:

The whole team will largely cover east London as this area includes majority of your housing stock. The properties in south London will be covered by Pawel, Gladstone and Geoff when required as they reside there and have the necessary skill sets.

Tyron will cover Greater London.

Based at:

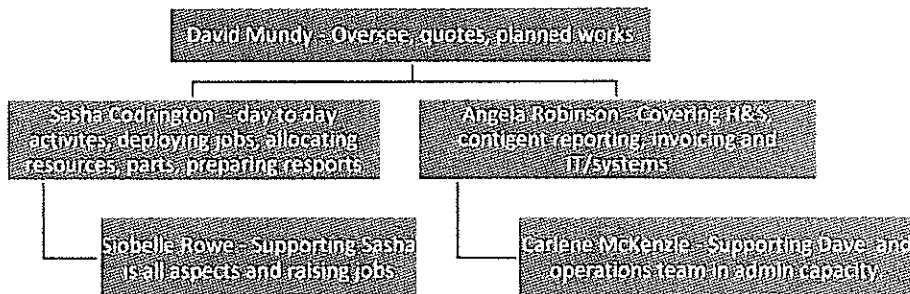
All staff are based at 181 Dalston Lane, London E8 1AL.

Capacity:

We feel that the attached team would be enough, however we have more resources within our engineering pool if more capacity is needed.

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Identify how you would deliver a single point of contact and supporting management structure to work with the Contract Administrator.	(2%)
<p>We would allocate Sasha Codrington as your day to day point of contract, Siobelle Rowe would be your secondary point of contact for queries. Dave Mundy would share responsibility for quoted and planned works. Carlene McKenzie would manage quotes over VO those with Sasha Codrington.</p> <p>A single e-mail distribution group to include all Delta staff and any Gateway staff instructed for continuous open dialogue. The structure would look like:</p> <div style="text-align: center;">  <pre> graph TD DM[David Mundy - Oversee, quotes, planned works] --> SC[Sasha Codrington - day to day activities, deploying jobs, allocating resources, parts, preparing reports] DM --> AR[Angela Robinson - Covering H&S, contingent reporting, invoicing and IT/systems] SC --> SR[Siobelle Rowe - Supporting Sasha in all aspects and raising jobs] AR --> CM[Carlene McKenzie - Supporting Dave and operations team in admin capacity] </pre> </div>	
Provide also details of methodology that would be utilised in terms of planning of the various work types covered by the Contract.	(2%)
<p>Repair priorities</p> <p>Clik has Service Level Agreement (SLA); these would be the agreed response times Gateway. When a job is raised the SLA/priority code form part of the job. It also has a time counter that indicates how long left until the end of the SLA for this job.</p> <p>Priority:</p> <ul style="list-style-type: none"> • Emergencies will be top priority – Make safe and/or repair • WO's with H&S issues – e.g. gates won't open • Vulnerable residents, or those with a high level of ASB • Other WO's <p>Deployment and tools</p> <ul style="list-style-type: none"> • Jobs are deployed based on skills needed and location. Aimed to minimise travel time and maximise efficiency. Always mindful of target completion dates. • Jobs raised are reviewed by Sasha throughout the day and deployed at the earliest opportunity, pending resident availability. • Emergencies are carried out in normal working hours where possible, but if not, we have 24/7 on-call engineers and a dedicated out of hours telephone number. • Out of hour appointments are offered between 7-8am and 5-6 pm, weekends if needed. • We use job statuses to monitoring jobs that different stages, e.g. Quote sent – over VO, new job, responded, completed etc. <p>ASC's</p> <ul style="list-style-type: none"> • We utilise maintenance module in Clik. We set up service schedules for gates, DES summer/winter time changes, CCTV. The services have reminders. • Risk assessments, service information and force test results are stored within each site's contract. 	

Question 2 – ICT and Reporting. (10%)

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You can search the database using various field headers and configure the fields as desired:

Click Service v4.2 Build 521 Delta Security 4 of 1 Licenses used

File Settings Modules Tools Reporting Window Help

Core CRM Sales Quotes Diary Jobs Invoices Purchases Products Projects Contracts News

300 Street List All Jobs Engineer's Jobs

New Delete Refresh Plan Job Route Export Auto Refresh Off

From 1/1/2017 to 31/12/2017 ✓ Show All (10/10/2017) All Jobs (All Categories) (All Statuses)

Drag a column header here to group by that column

Call Date & Time	Start Date	End Date	End Time	Customer	Site	Grid	Title	Status	Engineer
28/07/2016 16:25	15/07/2016	28/07/2016	17:00	Gateway Housing Assoc Ltd	Deane Street, 10 London, E1 2TS	222147	Gate Fault	Involved	✓ ✓ Robert Speller
05/08/2016 10:35	15/07/2016	22/11/2016	09:00	Gateway Housing Assoc Ltd	Masters Street, 10 London, E1 2TS	222363	Supply Fobs	Canceled	
12/09/2016 14:22	20/07/2016	13/09/2016	17:00	Gateway Housing Assoc Ltd	Deane Street, 10 London, E1 2TS	224219	Gate Fault	Involved	✓ ✓ Geoff Hall
15/09/2016 09:22	20/07/2016	21/09/2016	11:00	Gateway Housing Assoc Ltd	Constant House, 10 London, E1 2TS	224375	Gate Fault	Involved	✓ ✓ Geoff Hall
22/09/2016 09:03	20/07/2016	26/09/2016	11:00	Gateway Housing Assoc Ltd	Condonbury, 17	224775	Supply Fobs	Involved	✓ ✓ In House
20/10/2016 13:11	20/07/2016	20/10/2016	17:00	Gateway Housing Assoc Ltd	Deane Street, 10 London, E1 2TS	225986	Emergency	Involved	✓ ✓ Geoff Hall
20/10/2016 16:51	20/07/2016	25/10/2016	12:00	Gateway Housing Assoc Ltd	Grove Dwellings - Tegulard DES, 14	226017	Gate Lock Fault	Involved	✓ ✓ Robert Speller
31/10/2016 12:15	20/07/2016	31/10/2016	17:00	Gateway Housing Assoc Ltd	Roger Dwellings Court, 10 London, E1 2TS	226356	Key order	Involved	✓ ✓ In House
31/11/2016 12:15	20/07/2016	25/11/2016	17:00	Gateway Housing Assoc Ltd	Grove Dwellings - Tegulard DES, 14	227135	Gate Lock Fault	Involved	✓ ✓ Robert Speller
30/11/2016 12:59	20/07/2016	02/12/2016	09:00	Gateway Housing Assoc Ltd	Grove Dwellings - Tegulard DES, 14	227760	Gate Fault	Involved	✓ ✓ Robert Speller
06/12/2016 13:31	20/07/2016	13/12/2016	11:00	Gateway Housing Assoc Ltd	Grove Dwellings - Tegulard DES, 14	228022	Replace Ticker - DM GATE-CL	Involved	✓ ✓ Robert Speller
27/12/2016 08:10	20/07/2016	22/12/2016	17:00	Gateway Housing Assoc Ltd	Woodhouse Court, 21 2 Woodhouse	228658	Supply Fobs	Involved	✓ ✓ George Cobanu
14/01/2017 09:54	20/07/2016	16/01/2017	09:00	Gateway Housing Assoc Ltd	Emery Court, 10 3 Bank Place, 10	229736	Supply Fobs	Canceled	
24/02/2017 11:45	20/07/2016	03/03/2017	17:00	Gateway Housing Assoc Ltd	7 Three Colt Street, 7 Three Colt	231672	Supply & program fobs	Involved	✓ ✓ George Cobanu
19/4/2017 13:33	20/07/2016	02/05/2017	09:00	Gateway Housing Assoc Ltd	St Thomas House, St Thomas	234613	Gate lock fault	Involved	✓ ✓ Robert Speller
15/08/2017 08:20	20/07/2016	11/08/2017	11:00	Gateway Housing Assoc Ltd	St Thomas House, St Thomas	240463	San R5 In DM GATE-THOM	Involved	✓ ✓ Robert Speller
11/02/2017 13:13	20/07/2016	10/02/2017	12:00	Gateway Housing Assoc Ltd	St Thomas House, St Thomas	240463	San R5 In DM GATE-THOM	Involved	✓ ✓ Robert Speller
26/10/2017 13:00	20/07/2016	27/11/2017	11:00	Gateway Housing Assoc Ltd	Pender Court, 10 Virginia Road, Lond	244268	Supply Fobs	Involved	✓ ✓ George Cobanu
06/03/2018 10:04	20/07/2016	14/03/2018	11:00	Gateway Housing Assoc Ltd	Huddleston Close, Bethnal Green, 1	250	Site Meeting	Involved	✓ ✓ Dave Mundy
09/04/2018 16:57	20/07/2016	10/04/2018	17:00	Gateway Housing Assoc Ltd	Mosque Terrace, 10 Fieldgate Street	252058	CCU Fault	Involved	✓ ✓ Robert Speller
18/04/2018 08:15	20/07/2016	17/05/2018	11:00	Gateway Housing Assoc Ltd	Deane Street, 10 London, E1 2TS	252058	Supply & Key	Involved	✓ ✓ In House
01/05/2018 11:03	20/07/2016	12/06/2018	13:00	Gateway Housing Assoc Ltd	St Thomas House, East Arbour, 10	253629	(SC) Bro m77 Keys only	Involved	✓ ✓ In House
24/05/2018 10:25	20/07/2016	20/06/2018		Gateway Housing Assoc Ltd	Edmund Court, 10 Edmund Court, 10	255016	(Anytime) GC In Connect Fobs	Canceled	
19/06/2018 10:48	20/07/2016	21/06/2018	17:00	Gateway Housing Assoc Ltd	Grove Dwellings - Tegulard DES, 14	256375	Control Box Fault	Involved	✓ ✓ George Cobanu
19/06/2018 10:54	20/07/2016	21/06/2018	17:00	Gateway Housing Assoc Ltd	Grove Dwellings - Tegulard DES, 14	256377	Intercom Panel Fault	Involved	✓ ✓ George Cobanu
04/07/2018 16:37	20/07/2016	10/07/2018	11:00	Gateway Housing Assoc Ltd	Anglia Works, 55-67 Greengate 5...	257323	GLM Programme and Supply...	Involved	✓ ✓ Glasdon Lambert
23/07/2018 09:32	20/07/2016	03/08/2018	14:00	Gateway Housing Assoc Ltd	Anglia Works, 55-67 Greengate 5...	258995	ATM DES In 10th Gate Remo...	Completed	✓ ✓ Peter Kramer

Identify methods of data capture utilised, i.e. utilisation of PDA's or electronic pens.

(3%)

Communications:

All engineers are provided with a mobile phone and PDA with network access. This facilitates the real-time works information to our Job Software Management System (Clik).

E-mails are also live on the engineer's PDA's.

Software used - Clik:

Clik is accessed via remote web access via a secure log in.

It also allows both administration staff and engineers to upload into a job record:

- Pictures
- Videos
- PDF documents
- Signatures
- Tick box reporting
- Status change
- Information/notes added – parts required, ASB observations etc.

This allows maximum flexibility as any engineer can log into any PDA.



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Contingency:

Spare PDA's are kept within the office partly for contingency to allow consistency in the event of a breakdown and for training purposes.

Engineer's can also access the portal via their phones in the event of an emergency.

Health & Safety:

Engineers also use their PDA's to send e-mails to our lone worker monitor while they're on call outside of office hours. Our lone worker procedures require us to check at the end of each day that the engineers are safe.

We also have vehicle trackers.

Clik Functionality:

- Flexible scheduling and a shared diary
- Tracks sales and customer enquiries
- Job management creates full job service sheets/completion slips
- Manages the engineers
- Produces contracts with SLA's
- Remote access on the move via web browser
- Google maps, route planning and off-site back ups
- Links with Sage, Word, Excel and Outlook (SS 6.9)
- Links with postcode software
- Maintain site equipment records
- Portal access

This is a product specifically designed for the service industry. Further information can be found on:
<http://www.cliksoftware.com/>

Please note - We also have full Microsoft Office facilities

Provide examples of reporting that can be generated from your software systems with reference to the example templates provided within the ITT documentation.

(2%)

PPM and Service reports.

Service checklists are completed on the PDA by engineer's. This is an example CCTV service report, the tests listed would be adapted to match those stated in your Appendix A1.



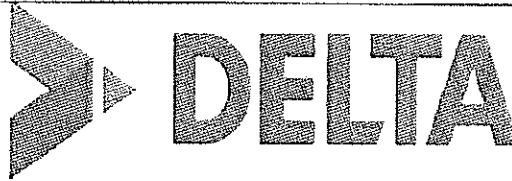
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Service Report - CCTV

Site Address:

Delta Security
181 Dalston Lane
London
E8 1AL



Your service was carried out today by:

George Ciobanu

Delta Security
181 Dalston Lane
London
E8 1AL
020 8985 1855

Date:

13/08/2018

Test	Status
1. Clean Camera lens and re-focus	Pass
2. Write length of recording period in notes	Pass
3. Check BNC camera connections	Pass
4. Clean housing screen and check seals	Pass
5. Clean monitor screens	Pass
6. Check BNC monitor and HDR connections	Pass
7. Clean HDR day playback recording clarity	Pass
8. Clean HDR night playback recording clarity	Pass
9. Check date and time settings	Pass
10. Check DST auto settings	Pass

Recommendations/additional information:

Result - Satisfactory

KPI Reporting

The KPI reports couldn't be immediately produced from Klik. The relevant data would be populated, exported to Excel and pivot tables utilised. The end format would be in Excel or CSV format as instructed by Gateway just as the templates in Appendix A1 illustrates.

Identify experience of data transfer with Client organisations with reference to Appendix E.

(2%)

As mentioned in our case study we prepare ACS's for a number of clients. The data is input into Excel and is easily saved as a CSV file, we have uploaded files to ftp facilities many times.

Setting up a template to match your requirements an uploading would be the task of Siobelle Rowe and be a continuous process.

An example of an Excel ASC's summary is below. We currently prepare these for gates, CCTV and DES for various clients.



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Site Name	Site Address	Post Code	UH Prop Ref	Service Ref	Serviced Date	Next Service Due	Audio / Video	Functional / Digital	Number of Flats	Door Entry Equipment Manufacturer	Locking Arrangement	Fob System Installed Y / N	Fob Man
Abraham Fisher House	Flats 1-20 Abraham Fisher House 255 Graham Road London E12 5ND	E12 5ND	GRANTHAMES1	21603	17/05/2017	17/05/2018	Audio	Functional	20	EFT	Maglocks	Y	



Appendix D – Qualitative Questionnaire and Selection Criteria

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Question 3 – Customer Service (10%)	
<p>Gateway Housing Association is committed to providing an efficient and customer focused service to residents and this will mean that a good working relationship will be required between Gateway's Team and the selected Contractor if this service is to be delivered to residents.</p> <p>Identifying how your organisation can: -</p> <ul style="list-style-type: none"> • Provide key points of contact to help deliver the required Customer Service to Residents. • Working arrangements between the Contractor's Contract Manager, Admin Team and the operatives to ensure that feedback on works is available to the team at Gateway. • Other methods of communication allowing Gateway's in-house team access to data on either works in progress or works completed. 	(5%)
<p>Provide key points of contact to help deliver the required Customer Service to Residents.</p> <p>We want to make the customer journey with us as smooth as possible.</p> <p>We have the office team:</p> <ul style="list-style-type: none"> • Contract manager and admin support – dedicated team – Sasha Codrington, David Mundy, Siobelle Rowe, Angela Robinson. • Dedicated engineering team. • We have staff that are experience in customer service and assist as a resident liaison officer when needed. • David Mundy – to attend regular meetings with Gateway Housing, visit site, oversee larger installation projects. • Klik holds a wealth of information. <p>Working arrangements between the Contractor's Contract Manager, Admin Team and the operatives to ensure that feedback on works is available to the team at Gateway.</p> <p>Utilising the portal access to Klik, our job management software is the quickest way for Gateway's team to view job updates.</p> <p>In additional to Gateway being able to see appointments booked, engineer notes, videos/pictures and other information, we also add information to the notes tab to say things like "parts ordered ETA Wednesday 15th August", so all parties have an open dialogue, clear communication and both Gateway and we can provide the resident with updates.</p> <p>Our admin team work closely with the engineers to ensure job information is up to date.</p> <p>Klik is available 24/7, 365, just like our engineers.</p> <p>Quotes for remedial works exceeding the VO are also uploaded into the job recorded.</p> <p>Klik is so flexible, we would tailor it to Gateway's needs by setting up new statuses for your monitoring needs, bespoke PPM tests and reporting formats. We are here to help Gateway provide the best customer experience possible.</p> <p>We're also familiar with the way that works are differentiated between housing provider residents and leaseholders and the processes that must take place therein.</p>	



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For the various elements of work covered by the Contract, provide an example of where your organisation has provided for another Housing Provider systems which have helped to deliver the required levels of customer service to Residents.	(5%)
<p>We're always mindful of customer satisfaction. How would we feel if we were in their position? What type of response would we expect? What level of workmanship?</p> <p>We deliver to residents, what we ourselves would like to receive. Goods customer service has many aspects, but simply, on receipt of PO, we should:</p> <ul style="list-style-type: none"> • Make contact with the resident as soon as possible and establish their need (possible translator, appointment time etc) and preferred method of communication and more importantly let them know we're aware of the fault. • Execute the work in a tidy, respectful fashion and to a high standard. • Be well presented. • Keep the resident informed of developments, if remedial works are required. Manage resident expectations. • Make sure the resident is happy with the end result. <p>Example 1 - Saving resources and continuing to deliver customer service – PPM's</p> <p>We have a maintenance module within Klik. Individual sites are set up on the module and reminder dates for servicing are set, the reminders are seen by the operations team 60 days before they're due and the jobs are raised/PO's requested.</p> <p>This system allows us to:</p> <ul style="list-style-type: none"> • Allows customers to benefit from the continuity of operation. • Enables us to meet the promises/charter that Housing Provider has made to its residents. • Prevents possible accidents (i.e. powered gates). • Helps to obtain the most from your equipment and prevent smaller faults from emerging. • Take the burden of scheduling from the housing provider. • Helps the housing provider to meet legal HSE compliance obligations. <p>Example 2 of planned upgrades:</p> <p>We were asked to survey and quote for a security upgrade to a block of 16 flats in NW London. They were experiencing ASB and had an audio intercom system installed and wooden doors at the time.</p> <p>We went on to install a BPT video intercom system, Intratone fob system, aluminium door set and CCTV system.</p> <p>Customer benefits:</p> <ul style="list-style-type: none"> ✓ Happier residents that feel safer in their homes ✓ Resident liaison that shows we care ✓ Designated points of contact at Delta with communal posters keeping residents informed, flexible appointments and advanced notice and distribution of fobs. ✓ Easier, cheaper, quicker access to fobs. <p>Housing provider benefits:</p> <ul style="list-style-type: none"> ✓ A door set with a long life and minimal maintenance. ✓ Better deterrents for ASB behaviour and where this is not prevented, evidence to forward to Police. ✓ Happier residents that feel safer in their homes. 	



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<ul style="list-style-type: none"> ✓ A seamless installation. ✓ Fob access with remote access audit trail. ✓ Fob allocations per flat. ✓ Fob activation/deactivation within minutes. ✓ Trade fobs, with flexibility to allow access to specific entrances. ✓ Fobs can be purchased directly from Delta Security without further admin required from Gateway (subject to Gateway limits set) ✓ Value for money 	
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Question 4 – Health & Safety (10%)

Identify your organisation's training arrangements relating to Health & Safety and specifically identifying core areas of Health & Safety Training provided to staff (administration and operatives). Include as part of your response details of how records are maintained and requirements are identified in terms of refresher training. (5%)

At Delta Security staff training is continuous. Under CDM 2015, competence is key, and we ensure we are sufficiently resourced to execute works successfully. This includes having the necessary experience, equipment, training and access to competent health and safety advice.

Individual training plans:

Training carried out and identified as follows:

1. Upon commencement at Delta Security all employees undergo induction training. This covers health and safety training, outlining company policies and systems.
2. If, during the recruitment selection process an area of refresher training was identified, this would be conducted (e.g. manual handling, working with heights etc).
3. We operate a quality management system (part of our ISO:9001 system). If a trend was noted illustrating a quality issue with a particular employee, or product this would be feedback to the contract manager, installations manager and director and relevant training arranged.
4. Annual appraisals - The training plan covers training for new products/technology and H&S refresher training. During the appraisal the operations director and employee will:
 - a. Evaluate the efficiency and effectiveness of the training plan from the previous year and;
 - b. Consider training and development needs for the current year and agree a plan;

Training resources provided:

1. Online training, industry literature, magazine subscriptions
2. Product training with suppliers or skills advancement
3. Main contactor training events as required
4. Toolbox Talks covering various health and safety issues

Company programmes:

We are also members of CHAS, Constructionline, SafeContractor and Exor. It is a requirement of these accreditations that staff continually undergo health and safety training. Toolbox Talk Refreshers for the core areas are carried out in house utilising HSE resources and when required external training is purchased. Any training undertaken is recorded in the employee training record which is stored within Klik and reviewed as part of the annual appraisals.

Minimum requirements to attend site:

All engineers are required to pass their CSCS certification before being allowed to attend site and must have received site specific induction training for large projects, including reviewing the RAMS and a walk around.



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Example of employee training record within Klik

Staff

New Edit Record Delete

Find

Name

Robert Speller

Date	Type	Notes
06/03/2017	General training	CSCS Card training and renewal-Exp 4.1.20
12/05/2017	General training	SSD - Abrasive Wheels HSS
12/05/2017	General training	Toolbox Talk - Electricity at work
12/05/2017	General training	Toolbox Talk - Working at heights
12/05/2017	General training	Toolbox Talk - Asbestos awareness
04/05/2018	General training	Toolbox Talk - Manual handling
04/05/2018	General training	Toolbox Talk - PPE Requirements
04/05/2018	General training	Toolbox Talk - Fire prevention and Control
04/05/2018	General training	Toolbox Talk - Slips, trips and falls
13/06/2018	General	CAME SafeInstaller - Expires 7/20

Identify appropriate Safety Accreditations that your organisation has in relation to the services being provided under this Contract. Identify how the Accreditations will benefit Gateway Housing Association in the service provided under the terms of the Contract and how it will contribute to the safety of residents. (5%)

Accreditations
We hold SafeContractor, CHAS, Constructionline and Exor. These are recognisedSSIP members.

Benefits to Gateway Housing Association:
Primarily a reduction in resources for managing our compliance and a simplified procurement process. These are accreditations that are stringently audited by qualified external assessors that have specialisms in the construction field. To obtain these accreditations we must prove we're complying with the law and taking responsibility for our employees and those individuals or property at risk while on site.

- These accreditations are members of SSIP – certifying compliance with health and safety requirements.
- 24/7 Access to the information Gateway Housing Association needs to comply with EU and UK regulations, with the ability to produce a completed PAS91 compliant pre-qualification questionnaire without delay.
- Consistency and assurance when considering risk management throughout the supply chain.
- Up to date supplier information.

Accreditation relevance to this service contract
SafeContractor audit us on an annual basis to ensure that the required health, safety *and competencies* are consistently adhered to. Certification has been awarded for **all the services covered under this contract**. Our current membership expires 15.2.19.

- Access Control Installation/Maintenance
- CCTV Installation/Maintenance
- Automatic/Electric Gates Installation/Maintenance
- Locksmith
- Intruder alarms

In addition Constructionline provides buyers with access to third party verified information for:



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- ✓ Company details
- ✓ Financial records
- ✓ Health and safety
- ✓ Insurances
- ✓ Equality and Environmental Policies

Contribution to resident safety

As part of our annual audit we must submit:

- Industry qualifications
- Risk assessments and method statements
- Our site inspection reports
- Customer references confirming quality and feedback

We contribute to resident safety by managing risk when planning works. Considerations include, but are not limited to location, access, equipment, special needs, priority, special instructions provided.

Our engineers are well trained, easily identifiable and customer focused. These factors allow us to complete our work safely, to a high standard with the least possible amount of inconvenience.

DBS Checks

Our all engineers are DBS checked to Enhanced level due to the volume of work we carry out in schools.

SECTION 8

MINUTES OF PRE-CONTRACT MEETING DATED 27 FEBRUARY 2018

Minutes of Pre-Contract Meeting



Gateway Housing Association - Term Maintenance Contract – Door Entry, Access Controls, CCTV and Powered Gates)

Held on Wednesday, 27 February 2019 at 1.00 pm

Venue: Gateway Housing Association Housing Offices at Mile End Road

Present	Email Address
Mr E Ehiorobo, Gateway Housing	Edward.Ehiorobo@gatewayhousing.org.uk
Mr J Gilbert, Gateway Housing	john.gilbert@gatewayhousing.org.uk
Ms N Kurakina, Gateway Housing	natalya.kurakina@gatewayhousing.org.uk
Mr D Mundy, Delta Security Limited	DMundy@deltasecurity.co.uk
Ms A Robinson, Delta Security Limited	ARobinson@deltasecurity.co.uk
Mr P Marsh, calfordseaden LLP	pmarsh@calfordseaden.com
Mr S Gray, calfordseaden LLP	sgray@calfordseaden.com
Apologies	
None	
Copies to those present	

Action

1. INTRODUCTIONS

- 1.1 All parties were introduced to the meeting.

2. QUERIES - ITT DOCUMENTS

- 2.1 The only query raised by Delta Security related to call-out priorities and codes. These were reviewed in the ITT Documents where specific wording is provided in relation to the types of repair required and it is also noted that the majority of repairs were anticipated as being 7 day.

Any issues in relation to this to be monitored through the Contract Review Meeting.

3. AWARD OF CONTRACT

- 3.1 Gateway Housing Association confirmed that all necessary internal approvals have been provided and they are in a position to enter into Contract with Delta Security.
- 3.2 Gateway confirmed that Contract Documents must be prepared and signed by both parties prior to the start date. See also Section 15 of Minutes.

4. DRAFT CONTRACT INSTRUCTION NUMBER ONE

- 4.1 Gateway confirmed that there are further amendments to the Contract listing to that provided within the original tender. calfordseaden to review data provided for service charge payments to draft Contract Instruction No. 1 for issue by Gateway Housing Association.

CS /
Gateway

Action

- 4.2 It was also agreed that a copy of the Sheltered Housing Property Schedule would be forwarded to Delta so that they can identify on their IT systems that they are not to attend.

Gateway

- 4.3 It was noted where repair requests are issued by Gateway for properties which are not on Contract that Delta Security are to complete the repair, but then to refer the matter back to Gateway so that confirmation can be provided on whether the property is to be added to Contract.

5. CONTRACT START DATE

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

6. CONTACT SCHEDULE – DELTA SECURITY LIMITED

- 6.1 Delta Security tabled a Contact Schedule at the meeting which included key contact information and also responsibilities as part of the mobilisation process. This is to be reissued with further details in terms of generic email address and main call-out number.

Delta
Security

- 6.2 Delta Security confirmed that the main point of contact for admin matters will be Sasha Codrington.

- 6.3 Delta Security confirmed that out of hours arrangements were that a voicemail message was provided on their main number and this would provide the number of the engineer on call.

7. CONTACT SCHEDULE – GATEWAY (CONTRACT ADMINISTRATOR)

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

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

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

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

Gateway

8. CONTACT SCHEDULE – CALFORDSEADEN

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

- 8.2 It was confirmed that calfordseaden's role was to provide both technical and commercial support to Gateway for the various M&E Service Contracts in place.

Action

9. SITE BASED CONTACTS

- 9.1 Gateway to provide available information relating to Caretakers, etc. **Gateway**
- 9.2 It was confirmed that where work orders are provided that these would include details of individual residents where the repairs were within individual flats.
- 9.3 Gateway advised that there were a number of Managing Agents/Agency properties and they would provide a schedule of contact details for these. **Gateway**

10. INVOICING AND PAYMENTS – PROCESS

- 10.1 It was noted that invoicing is monthly in arrears.
- 10.2 Gateway to provide a repairs template so that a single monthly invoice can be issued. **Gateway**
- 10.3 Gateway to provide template for the monthly servicing invoice so that a single invoice per month can be provided. **Gateway**
- 10.4 Gateway confirmed that works orders are required in all cases for repair invoices.
- 10.5 Gateway noted that retrospective Works Orders should be sought in relation to any out of hours calls.

11. GATEWAY – SUPPLY AND INFORMATION

- 11.1 It was noted that Delta Security are already a registered supplier with Gateway.

12. CHARGEABLE WORKS - PROCESS

- 12.1 Gateway confirmed that all quotations should be sent to John Gilbert with a copy to Natalya Kurakina and also the Property Services generic email should be copied in.
- 12.2 Gateway confirmed that where works are chargeable, these may be completed up to a self-authorised £250 inclusive of VAT limit.
- 12.3 Gateway advised that where work values are over the £250 threshold, these can be referred back to Gateway (John Gilbert, Natalya Kurakina, etc) by phone.

13. DELTA SECURITY

- 13.1 Delta Security tabled at the meeting a pack covering the information requested in the Agenda; details of engineers, DBS checks, Asbestos Awareness Training and Risk Assessment / Method Statements.

A copy of this is appended to the minutes.

Action

14. REPORTING – CALL-OUTS/PPM

14.1 It was noted that completion dates needed to be provided via the Active H portal to allow for reporting to be provided through Gateway's software, Active H. Gateway will provide a training session in relation to this.

Gateway

14.2 Reporting requirements for Delta Security are incorporated within the ITT Documents and these cover both Responsive Maintenance and Servicing Activities.

15. CONTRACT DOCUMENTS

15.1 calfordseaden to prepare Contract Documents for signing by both parties.

15.2 The Contract Documents will initially be issued to Delta Security for signing week commencing 04 March 2019.

CS

16. HEALTH & SAFETY

16.1 Gateway to run report from Active H identifying "At Risk" properties.

Gateway

It was also noted that any "At Risk" matters are identified on works orders. Gateway advised that there were currently some issues with this, but this should be in place during the early stages of the Contract.

17. ASBESTOS REGISTERS

17.1 Gateway advised that these would be available to Delta Security via a dropbox arrangement.

Gateway

18. FREQUENCY AND DATES OF PROGRESS MEETINGS

18.1 It was agreed that for the first quarter that meetings would be held monthly and this will be for April, May and June 2019.

18.2 Thereafter, meetings will be revert to a quarterly basis. Gateway to confirm date of initial meeting.

Gateway

19. ANY OTHER BUSINESS

19.1 Gateway advised that they were arranging an Open Day for the new Service Contractors and dates, times, etc., will be notified in due course.

Gateway

19.2 A discussion took place concerning no access and Gateway are to confirm details of their no access procedures.

Gateway

19.3 Gateway raised the issue of works which may be rechargeable. It was confirmed that such repairs should be completed by Delta Security, but photographs taken so that these can be provided to Gateway to consider recharging of Residents.

19.4 It was also noted that there may be instructions from time to time which relate to adaptations works where these have been referred via an Occupational Therapist.

Action

- 19.5 It was noted that where works are raised on an emergency basis, that that these should be closed and a new order requested where there are follow on works.
- 19.6 A discussion took place concerning the Asset Collection exercise. Delta Security tabled some proposals in relation to this. calfordseaden made reference to the ITT Documents which identified the requirement for 10 properties to be completed as a pilot and also included in the ITT Documents are the requirements for the Asset Surveys. **Delta Security**
- 19.7 Delta Security raised the issue of Powered Gates and provided the attached document relating to the risks for this type of equipment. Review to be undertaken early in the Contract as to whether there are current Risk Assessments. **ALL**
- 19.8 Car parking was discussed and Delta Security are to provide details of vehicles; make model and registration so that Gateway can advise their car parking operator. **Delta Security / Gateway**
- It was noted at the meeting that this does not cover Tower Hamlets Street parking.
- 19.9 A discussion took place concerning photo IDs and Delta Security are to utilise their own.