

Contract Reference Number: GLA 81088

Date: **01 May 2019**

Contract for Services

between

The Greater London Authority

and

Turner & Townsend Consulting Limited

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THIS CONTRACT is made the day of 2019.

BETWEEN:

- (1) **GREATER LONDON AUTHORITY** a statutory corporation, whose registered office is City Hall, Queen's Walk, London, SE1 2AA ("**the Authority**"); and
- (2) **TURNER & TOWNSEND CONSULTING LIMITED**, a company registered in England and Wales (Company Registration Number **03154483**) whose registered office is at Low Hall Calverley Lane, Horsforth, Leeds, West Yorkshire, LS18 4GH ("**the Service Provider**").

RECITALS:

- A. The Authority intends to procure the provision of a multi-disciplinary technical assistance team to take on the responsibility for providing specialist advice and services to support the implementation of the GLA's London Homes Energy Efficiency Programme (2018-2022).
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Affected Party" has the meaning given to it in Clause 26.3;

"Authority Assets" means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;

"Authority Group" shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding

company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises”

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

“Business Day”

any day excluding Saturdays, Sundays or public or bank holidays in England;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 28.1 to 28.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive) to give effect to a Public Procurement Termination Event;

“Charges”

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

“Confidential Information”

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether

	commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) any legislation in force from time to time in the United Kingdom which implements the European Community’s Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (b) from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (the "General Data Protection Regulation"); (c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the

Processing of Personal Data; and

- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation.

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;

- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands,

	proceedings and judgments;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 28.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service

Provider, as are engaged in the performance of any of the Services and including the Key Personnel;

“Services”

- (a) subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 31; and
- (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

“Specification”

the specification and other requirements set out in Schedule 3;

“Supply Chain Finance Option”

has the meaning given to it in paragraph 1 of Part B of Schedule 6;

“Term”

the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;

“TfL”

Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

“Transparency Commitment”

means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;

“VAT”

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any

subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

3. The Services

3.1 The Service Provider:

- 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
- 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all

appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

- 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
 - 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 3.3 The Service Provider shall provide the Services:
 - 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.

3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

5. Payment Procedures and Approvals

5.1 The Service Provider shall invoice the Authority in respect of the Charges:

5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name,

address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:

5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
- 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
- 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

- 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

- 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

- 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or

supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.

- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

7.2.1 variations to the Contract;

7.2.2 any matter concerning the terms of the Contract; and

7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. Service Provider's Personnel

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them

(as the case may be) which that sub-contractor is required to provide;

- 9.2.2 be responsible for payments to that person;
- 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
- 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
- 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
- 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
 - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as

being valid and undisputed under the sub-contract requirements;

9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. **Conflict of Interest**

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with

the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

11. Access to Premises and Assets

11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;

11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;

11.1.5 not damage the Authority Premises or any assets on Authority Premises; and

11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.

11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.

11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT

services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

12.1 The Service Provider, at no additional cost to the Authority:

12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;

12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a **"Relevant Protected Characteristic"**) (as the

case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;

12.1.5 where possible, shall provide the Services in such a manner as to:

12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

12.1.5.2 eliminate unlawful discrimination; and

12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;

12.1.6 Where the GLA is the Authority the Service Provider shall:

12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;

12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;

12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority's

investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and

12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.

12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and

12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

- 12.3 For the purposes of Clauses 12.4 to 12.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Approved Progressive Training”

An ongoing programme of personal development that uses a combination of theoretical, e-learning, practical and on the job training to ensure Drivers have the knowledge, skills and attitude to operate safely on urban roads and shall include:

- 12.3.1 Safe Urban Driving (“**SUD**”) training to be undertaken every five years; or

- 12.3.2 A training course, which in the reasonable opinion of the Authority is an acceptable substitute to SUD; and

- 12.3.3 One safety related FORS e-learning module to be undertaken every twelve (12) months;

“Bronze Accreditation”

the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk;

“Car-derived Van”

a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

“Category N2 Lorry”

means a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

“Category N3 Lorry”

means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

“Collision Report”

a report detailing all collisions during the previous 12 months involving injuries to

	persons or fatalities;
“Delivery and Servicing Vehicle”	a Lorry, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 Lorry cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
“Front Underrun Protection”	devices that are fitted at the front of Lorries and which comply with EC Directive 2000/40/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“Lorry”	a vehicle with a MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the

road;

- “Side Underrun Protection”** devices that are fitted between the front and rear axles of Lorries and which comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
- “Silver Accreditation”** the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk; and
- “Van”** a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

- 12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:
- 12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the **“Alternative Scheme”**); and
 - 12.4.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on Lorries

- 12.5 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall have:
- 12.5.1 Side Underrun Protection fitted at a height not exceeding 550mm from the ground, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the Lorry will not perform the function for which it was built if the Side Underrun Protection is fitted;

- 12.5.2 Front Underrun Protection fitted at a height not exceeding 400mm from the ground, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the Lorry will not perform the function for which it was built if the Front Underrun Protection is fitted;
- 12.5.3 equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre;
- 12.5.4 prominent signage on the Lorry to warn cyclists and other road users of the dangers of the Lorry's near side blind spot and of getting too close to the Lorry; and
- 12.5.5 front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of direct vision, fully operational indirect vision aids and driver audible alerts.

Direct Vision Standard

12.6 Where applicable:

12.6.1 the Service Provider shall comply with the Heavy Goods Vehicle Direct Vision Standard Schedule attached to this Contract: and

12.6.2 the Service Provider shall ensure that:

12.6.2.1 from and including 1 October 2018, all Category N3 Lorries used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;

12.6.2.2 from and including 1 April 2020 all Category N3 Lorries used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating; and

12.6.2.3 so far as reasonably practicable, the conditions at all sites and locations within the control of the Service Provider where:

- (a) the Services are being delivered, or
- (b) in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N2 Lorry and Category N3 Lorry being used in the provisions of the Services. The Service Provider shall not incur any costs or make any

changes to the site(s) without the prior written consent of the Authority.

Driver Licence Checks

12.7 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that:

12.7.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Driver's licence; and

12.7.2 each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by the Authority within the last twelve (12) months:

12.7.2.1 0 – 5 points on the driving licence – six monthly checks;

12.7.2.2 6 – 8 points on the driving licence – quarterly checks; or

12.7.2.3 9 or more points on the driving licence – monthly checks.

Driver Training

12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend Approved Progressive Training throughout the Term of the Contract.

Collision Reporting

12.9 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, the Service Provider shall:

12.9.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that result in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and

12.9.2 within 15 days of the Contract Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within

five working days of a written request from the Authority at anytime.

Self-Certification of Compliance

- 12.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall make a written report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 of this Contract (the “**WRRR Self-Certification Report**”). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each three month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

- 12.11 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 Lorries, Category N3 Lorries, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:

12.11.1 Clause 12.4;

12.11.2 for Category N2 Lorries – Clauses 12.5, 12.7, 12.8, 12.9 and 12.10;

12.11.3 for Category N3 Lorries – Clauses 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10 and, where applicable, the appropriate provisions of the Heavy Goods Vehicle Direct Vision Standard Schedule; and

12.11.4 for Vans and Car-Derived Vans – Clauses 12.8, 12.9 and 12.10

as if those sub-contractors were a party to this Contract.

Failure to Comply

- 12.12 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5, 12.6 (where applicable), 12.7, 12.8, 12.9, 12.10, 12.11, and 12.12:

12.12.1 the Service Provider has committed a material breach of this Contract; and

12.12.2 the Authority may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

13. **Corrupt Gifts and Payment of Commission**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

14. **Equipment**

14.1 Risk in:

14.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

14.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

14.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

15. **Quality and Best Value**

15.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

16. **Records, Audit and Inspection**

16.1 The Service Provider shall, and shall procure that its sub-contractors shall:

16.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

16.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

18. **Indemnity**

18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty,

misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

- 18.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

19. Insurance

- 19.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum stated in respect of the following to cover the Services (the "**Insurances**") and will ensure that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause,:

19.1.1 public liability to cover injury and loss to third parties in the sum of not less than £10 million per claim;

19.1.2 insurance to cover the loss or damage to any item related to the Services in the sum of not less than £10 million per claim;

19.1.3 product liability in the sum of not less than £10 million in the aggregate; and

19.1.4 professional indemnity in the sum of not less than £10 million any one claim and in all each insurance contract year or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 12 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

- 19.2 The insurance cover will be maintained with a reputable insurer.

- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.

- 19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.

- 19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

20. The Authority's Data

- 20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 20.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

21. Intellectual Property Rights

- 21.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the "**Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

22. Privacy, Data Protection and Cyber Security

- 22.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.

22.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

23. Confidentiality and Announcements

23.1 Subject to Clause 24, the Service Provider will keep confidential:

23.1.1 the terms of this Contract; and

23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.

23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:

23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);

23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

23.6 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. Freedom of Information and Transparency

24.1 For the purposes of this Clause 24:

- 24.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- 24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 24.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 24.2 The Service Provider acknowledges that the Authority:
 - 24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
 - 24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
 - 24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
 - 24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 24.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

- 24.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 24.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 24.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 24.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 24.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

25. **Dispute Resolution**

- 25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance

with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

- 25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.
- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

26. Breach and Termination of Contract

- 26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
 - 26.1.1 In addition and without prejudice to Clauses 26.1.2 to 26.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 26.1.2 the Service Provider is subject to an Insolvency Event;
 - 26.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or

- 26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
- 26.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.

- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

27. Consequences of Termination or Expiry

- 27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

- 27.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

- 27.3 Upon expiry or termination of the Contract (howsoever caused):

- 27.3.1 the Service Provider shall, at no further cost to the Authority:

- 27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

- 27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

- 27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with

Schedule 4 or otherwise reasonably determined by the Authority.

27.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 26.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

28. Declaration of Ineffectiveness and Public Procurement Termination Event

28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and Clauses 28.1, 28.2, 28.4 to 28.6 (inclusive) and 28.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 28.1 to 28.6 inclusive.

28.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 28.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

28.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 28.2 to 28.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

- 28.4 Where there is any conflict or discrepancy between the provisions of Clause 27 and Clauses 28.2 to 28.6 (inclusive) and 28.12 or the Cessation Plan, the provisions of these Clauses 28.2 to 28.6 (inclusive) and 28.12 and the Cessation Plan shall prevail.
- 28.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.
- 28.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.
- 28.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 28.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:
- 28.7.1 the provisions of Clause 27 and these Clauses 28.7 to 28.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 28.7.2 if there is any conflict or discrepancy between the provisions of Clause 27 and these Clauses 28.7 to 28.12 or the Cessation Plan, the provisions of these Clauses 28.7 to 28.12 and the Cessation Plan shall prevail.
- 28.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 28.7 to 28.11 inclusive.
- 28.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

28.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 28.7 to 28.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

28.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

28.12 For the avoidance of doubt, the provisions of this Clause 28 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

29. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 28-31 (inclusive), 33-40 (inclusive), **and paragraph 5 of Schedule 2,** and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

30. **Rights of Third Parties**

30.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

- 30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

31. Contract Variation

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. Novation

- 32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 32.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

33. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable

opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

36. Entire Agreement

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

38. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

40. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by)
for and on behalf of)
the **Authority**)
GREATER LONDON AUTHORITY ✓

Signature

Print name and position

Date: 01/05/19

Signed by)
for and on behalf of)
the **Service Provider**)

TURNER & TOWNSEND CONSULTING LIMITED

Signature

Print name and position

30.04.19

Date:

1.05.2019

SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number: GLA 81088**
- 2. Name of Service Provider: TURNER & TOWNSEND CONSULTING LIMITED**
- 3. Commencement:**
 - (a) Contract Commencement Date: 01 May 2019**
 - (b) Service Commencement Date: 01 May 2019**
- 4. Duration/Expiry Date: Three (3) years from 1st May 2019 to 30th April 2022.**

The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of 24 months by notice in writing to the Service Provider provided that such notice is served at least one month prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later. Any extension will be at the Authority's sole discretion and subject to the appointed Service Provider's satisfactory performance and availability of funds.

- 5. Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

The payment period shall be 4-weekly.

Clause 5.2

Electronic Procure-to-Pay (eP2P) shall be used.

- 6. Address where invoices shall be sent:**

Transport for London
Accounts Payable
Pier Walk,
London
SE10 1AJ

- 7. Time for payment where not 30 days (see Clause 5.4): As above**

8. Details of the Authority's Contract Manager

Name:

Address: City Hall, More London Riverside, London SE1 2AA

Tel:

9. Details of the Authority's Procurement Manager

Name:

Address: 55 Broadway, London SW1H 0BD, UK
London SW1H 0TL

Tel:

Email:

10. Service Provider's Key Personnel:

Name / Position	Contact Details	Area of Responsibility
	Address: Low Hall, Calverley Lane, Horsforth, Leeds LS18 4GH Email:	Programme Director

11. Notice period in accordance with Clause 26.4 (termination without cause):
90 days

12. Address for service of notices and other documents in accordance with Clause 35:

For the Authority: As Section 8

For the Service Provider: As Section 10

13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: Not applicable

14. Training to be provided by the Service Provider in accordance with Clause 8.8: Not applicable

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

1. Funding Contract

- 1.1 Insert new definition as follows: “**Funding Contract**” means the funding agreement entered into between the European Regional Development Fund and the Authority dated 23 May 2018 and the amendment to that funding agreement entered into between the European Regional Development Fund and the Authority dated **22nd November 2018** both annexed in Schedule 9;
- 1.2 The Service Provider confirms it has read and is familiar with the Funding Contract, and shall not wilfully or negligently put the Authority in breach of the Funding Contract.
- 1.3 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to any failure by the Service Provider to comply with Clause 1.1 of Schedule 2.

2. Information Barriers

- 2.1 Pursuant to the Service Provider's obligations under clause 10, the Service Provider has disclosed to the Authority that the Service Provider or a Group Company of the Service Provider wishes to be considered for and compete for works contracts as part of the GLA's London Homes Energy Efficiency Programme (including where those works are awarded under the framework agreement known as the GLA 80594 – RE:NEW Framework dated 24 August 2015).
- 2.2 The Service Provider warrants that it will ensure there is no conflict of interest arising from such involvement in the works contracts carried out pursuant to the GLA's London Homes Energy Efficiency Programme, and the Service Provider shall demonstrate to the Authority's reasonable satisfaction that information barriers have been put in place between the personnel working on the Services, and the personnel working on any works contracts (including tenders for works contracts).
- 2.3 The Service Provider warrants that if it becomes aware of any breach of clauses 2.1 or 2.2 of Schedule 2, it will notify the Authority immediately, and shall take such steps as the Authority requires (in the Authority's absolute discretion) to remedy the breach and to demonstrate to the Authority's reasonable satisfaction that information barriers are in place.

3. Key Performance Indicators

- 3.1 Insert the following new definitions:
 - 3.1.1 “**KPIs**” means the Key Performance Indicators for the Service Provider to comply with in relation to the Services as set out in the Specification.

- 3.1.2 **“KPI Bonus”** means the amount specified in Schedule 4 (Charges).
- 3.2 The Service Provider shall provide the Services in accordance with the KPIs.
- 3.3 If the Service Provider complies with clause 3.2 of Schedule 2, the Authority shall pay the Service Provider the KPI Bonus in the quarter after the KPIs have been met, and in accordance with clause 5.
- 3.4 If the Service Provider fails to comply with clause 3.2 of Schedule 2, the Service Provider shall provide the Services in accordance with such KPIs as soon as possible and the Authority shall pay the Service Provider the KPI Bonus in the quarter after the KPIs have been met and in accordance with clause 5.
- 4. Services to third parties**
- 4.1 The Parties acknowledge that the Service Provider will provide Services to third parties who are not the Authority or the Authority’s Group.
- 4.2 The Service Provider will enter into a contract with such third parties in the form attached in Schedule 10.
- 4.3 Without prejudice to the generality of clause 38, the Service Provider warrants to the Authority that it shall not hold itself out as the Authority’s agent when providing such Services, and the Authority shall not be liable for the Service Provider’s acts or omissions,
- 4.4 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to any failure by the Service Provider to comply with clause 4 of Schedule 2, including Losses incurred by the Authority or other member of the Authority Group arising out of or in connection with any third party claim against the Authority or other member of the Authority Group which has been caused by the act or omission of the Service Provider.

5. Limitation on Liability

- 5.1 The restrictions on liability in this clause 5 apply to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 5.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 5.3 Nothing in this agreement shall limit any liability under the indemnities provided in clause 8.6, clause 18.1, clause 1.3 of Schedule 2, clause 4.4 of Schedule 2, clause A9.1.2 of Schedule 2, clause A20.7 of Schedule 2, clause A21.10.6 of Schedule 2, and clause A21.11 of Schedule 2 of this agreement.
- 5.4 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

- 5.4.1 death or personal injury caused by negligence;
- 5.4.2 fraud or fraudulent misrepresentation; and
- 5.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 5.5 Subject to clauses 5.3 and 5.4 of Schedule 2 the Service Provider's total liability to the Authority shall not exceed £10,000,000 (ten million pounds).
- 5.6 Subject to clauses 5.3 and 5.4 of Schedule 2, the following types of loss are wholly excluded by the parties:
 - 5.6.1 Loss of profits.
 - 5.6.2 Loss of sales or business.
 - 5.6.3 Loss of agreements or contracts.
 - 5.6.4 Loss of anticipated savings.
 - 5.6.5 Loss of use or corruption of software, data or information.
 - 5.6.6 Loss of or damage to goodwill.
 - 5.6.7 Indirect or consequential loss.

A1 Privacy and Data Protection

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Authority Personal Data"	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
"Data Controller"	has the meaning given to it in Data Protection Legislation;
"Data Processor"	has the meaning given to it in Data Protection Legislation;
"Data Protection Impact Assessment"	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	means: <ul style="list-style-type: none"> (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law

Enforcement Directive);

(c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;

(d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and

(e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;
“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

- A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:
- Members of the public, to the extent they opt to participate in the project via their local authority or housing association
- A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:
- Names, email or postal addresses, telephone numbers, images.
- A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):
- To ensure that the Service Provider can effectively comply with the Contract to provide technical assistance services to landlords and consenting households.
- A1.2.4 Not used.
- A1.2.5 The subject matter of the Authority Personal Data to be Processed is:
- The Processing is necessary to ensure that the Service Provider can effectively deliver the Contract to provide technical assistance services to landlords and consenting households.
- A1.2.6 The duration of the Processing shall be:
- From the start of the contract (TBC) to the contract completion date (TBC, depending on the start date).
- A1.2.7 The nature and purpose of the Processing is:
- Processing may include collection, recording, storage, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available (for the purposes of delivering the technical assistance) and, only through consent from beneficiaries, through newsletters, reports and evaluations.
- A1.3 Without prejudice to the generality of Clause 22, the Service Provider shall:
- A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract;

- A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
- A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
- A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:
 - A1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;
 - A1.3.4.4 any recipients of the Personal Data;
 - A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - A1.3.4.6 retention periods for different types of Authority Personal Data; and
 - A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational

security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);

- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:

A1.3.11.1 from a Data Subject (or third party on their behalf):

A1.3.11.1.1 a Subject Request (or purported Subject Request); or

A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;

A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:

A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and

A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;

A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;

A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the

rectification, blocking, erasure or destruction of any Authority Personal Data; and

A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.

A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:

A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and

A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 16.1, 16.2, 18.1, 20.2, 22 and 23).

A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:

A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;

A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;

A1.5.3 not Process Authority Personal Data in such a way as to:

A1.5.3.1 place the Authority in breach of Data Protection Legislation;

A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;

A1.5.3.3 expose the Authority to reputational damage including adverse publicity;

- A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
- A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
- A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

- A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
- A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
 - A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are

equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

- A1.8 The Service Provider and any sub-contractor (if any), acknowledge:
- A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;
 - A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
 - A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
 - A1.8.4 notwithstanding Clause 26.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
 - A1.8.4.1 exercise its step in rights pursuant to Clause A16;
 - A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:

- A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
- A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
- A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
- A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 18 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.15 The Parties' liability in respect of any breach of Clause 22.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

A7 Further Insurance Requirements

- A7.1 Without prejudice to Clauses 18 and 19 or any other provision of the Contract, the Service Provider shall comply with the provisions of this Clause A7.
- A7.2 Where the Insurances contain a care, custody or control exclusion, the relevant policy shall be endorsed so as to delete the exclusion in respect of any Authority Premises (including contents) that are occupied by the Service Provider for the purpose of performing the Services.

A7.3 The Service Provider shall:

- A7.3.1 if required by the Authority, use all reasonable endeavours to procure that its public liability insurance extends to indemnify the Authority as principal;
- A7.3.2 where any Insurance is due for renewal during the Term, the Service Provider shall within 5 Business Days of the date of renewal also provide the Authority with satisfactory evidence that such Insurance has been renewed;
- A7.3.3 if required by the Authority, procure that prior to cancelling or changing any term of any Insurances, the insurer or insurers under such Insurances give the Authority not less than 30 days' notice of intention to cancel or make such change;
- A7.3.4 bear the cost of all or any excesses under the Insurances;
- A7.3.5 not take or shall not fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances;
- A7.3.6 notify the Authority as soon as reasonably practicable in writing of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified;
- A7.3.7 notify the Authority as soon as reasonably practicable in writing upon becoming aware of any claim, event or circumstance which is likely to give rise to any claim or claims in aggregate in respect of the Services in excess of £20,000 on any Insurance and, if requested by the Authority and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other relevant information as the Authority may reasonably require) within 3 Business Days of the Authority's request;
- A7.3.8 subject to Clause A7.4.1, promptly and diligently deal with all claims under the Insurances (or any of them) relating to the Services and in accordance with all insurer requirements and recommendations; and
- A7.3.9 in relation to any claim settled under the Insurances in respect of the Services, and to the extent that the proceeds of such claim are payable to the Service Provider, pay the proceeds to the person who suffered the loss or damage that gave rise to the claim (whether the

Authority, or any member of the Authority Group or any third party).

A7.4 In relation to all the Insurances except employer's liability insurance, but subject to the requirements of any insurer under the Insurances, the Service Provider agrees:

A7.4.1 to use all reasonable endeavours to procure the endorsement in respect of the Insurances set out in Schedule 1 (if any); and

A7.4.2 that the Authority has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action arising in connection with the Contract.

A7.5 If the Service Provider is in breach of Clause 19 or this Clause A7, then without prejudice to any of its other rights, powers or remedies, the Authority may pay any premiums required to keep any of the Insurances in force or itself procure such Insurances. In either case, the Authority may recover such premiums from the Service Provider, together with all expenses incurred in procuring such Insurances as a debt.

A9

Infringement of Intellectual Property Rights

A9.1 The Service Provider shall:

A9.1.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and

A9.1.2 indemnify, keep indemnified and hold harmless the Authority from and against all actions, claims, demands, costs, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of the use by the Authority of the Products (or any of them) or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.

A9.2 The Authority shall, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of the Service Provider contesting any such claim, demand, or action referred to in Clause A9.1.1 and the Service Provider shall:

A9.2.1 reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so;

A9.2.2 conduct at its own expense all litigation and/or negotiations (if any) arising from such claim, demand or action; and

A9.2.3 consult with the Authority in respect of the conduct of any claim, demand or action and keep the Authority regularly and fully informed as to the progress of such claim, demand or action.

A9.3 If a claim or demand is made or action brought to which Clause A9.1 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may, after consultation with the Authority, at its own expense and within a reasonable time, modify or substitute any or all of the Products (as defined in Clause 21.1) so

as to avoid the infringement or the alleged infringement, provided that the terms of the Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.

A12

Option to Extend Duration

- A12.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of two years by notice in writing to the Service Provider provided that such notice is served at least one month prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

A20

Transfer of Employees to Service Provider

- A20.1 Clause 8.1 shall be deleted and replaced with the following.
- A20.2 For the purposes of this Clause A20 and Clause A21, unless the context indicates otherwise, the following expressions shall have the following meanings:
- A20.2.1 **“Current Service Provider(s)”** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;
- A20.2.2 **“Employment Costs”** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);
- A20.2.3 **“Employment Liabilities”** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);
- A20.2.4 **“Final Staff List”** has the meaning set out in Clause A21.4;
- A20.2.5 **“Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;
- A20.2.6 **“Relevant Period”** means the period starting on the earlier of:
- (a) the date falling 6 calendar months before the date of expiry of the Contract; or
 - (b) if the Contract is terminated by either Party in accordance with Clause 26.3 or by the Authority in accordance with Clause 26.1, 26.2, 26.4 or 26.5, the date of the relevant termination notice;

and ending on the Further Transfer Date;

A20.2.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;

A20.2.8 **“Re-Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;

A20.2.9 **“Staff List”** has the meaning set out in Clause A21.1;

A20.2.10 **“Staffing Information”** has the meaning set out in Clause A21.1;

A20.2.11 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any such sub-contractor;

A20.2.12 **“Transfer of Services”** means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;

A20.2.13 **“Transferring Staff”** means such employees of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this Clause A20; and

A20.2.14 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A20.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded

under Regulation 10 of TUPE which will be subject to the provisions of Clause A20.4).

A20.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date.

A20.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A20.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Contract Commencement Date; and

A20.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date,

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid.

A20.6 The Authority warrants to the Service Provider that none of the Authority's employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

A20.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A20.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;

A20.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;

A20.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Contract Commencement Date;

- A20.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;
- A20.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- A20.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- A20.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- A20.10 Clause 30.1 shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause A20 shall be enforceable by them.

Appendix 1 to Clause A20
List of Transferring Staff

A21

Transfer of Employees on Expiry or Termination

- A21.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:
- A21.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");
 - A21.1.2 such of the information specified in Appendix 1 to this Clause A21 as is requested by the Authority in respect of each individual included on the Staff List;
 - A21.1.3 in the situation where notice to terminate this Contract has been given, an anonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,
- such information together being the "**Staffing Information**".
- A21.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.
- A21.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.
- A21.4 Subject to Clause A21.5, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.
- A21.5 If the Contract is terminated by either Party in accordance with Clause 26.3 or by the Authority in accordance with Clause 26.1, 26.2, 26.4 or 26.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.

- A21.6 The Service Provider warrants that as at the Further Transfer Date:
- A21.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - A21.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - A21.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A21.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A21.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A21.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - A21.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - A21.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or
 - A21.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A21.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- A21.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A21 in

anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A21.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:

A21.10.1 The contracts of employment of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A21.10.2 During the Relevant Period the Service Provider will:

A21.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A21.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A21.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A21.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A21.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A21.10.3.1 is under notice of termination;

A21.10.3.2 is on long-term sick leave;

A21.10.3.3 is on maternity, parental or adoption leave;

A21.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A21.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A21.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A21.10.3.7 has received a written warning (other than a warning that has lapsed);

A21.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A21.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A21.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

A21.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

A21.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;

A21.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A21.10.5; and

A21.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A21.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

A21.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;

A21.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date,

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).

A21.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

A21.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause A21.10;

A21.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;

A21.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);

A21.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;

A21.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

A21.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.

A21.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given

reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A21.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A21.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

A21.13 Clause 30.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A21 shall be enforceable by them.

Appendix 1 to Clause A21

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;

- who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
 - Date of Annual Pay Award
 - Annual Leave Entitlement
 - Contractual Notice Period
 - Public Holiday/Concessionary Days Entitlement
 - Sickness Entitlement (in 12 month rolling period)
 - Salary/wage increases pending
 - Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
 - Details of any other benefits provided, whether contractual or non-contractual
 - Copy of employment contract or applicable standard terms and employee handbook
 - Any loans or educational grants
 - For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
 - Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
 - Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
 - Department and place on organisation chart
 - Average absence due to sickness
 - Training and competency records

SCHEDULE 3 – SPECIFICATION



SCHEDULE 3 -
SPECIFICATION.zip



Grade Definitions
17.12.18 (Page 79).p

The Specification

Technical assistance team for the London Homes Energy Efficiency Programme

Greater London Authority
City Hall
The Queen's Walk London SE1 2AA

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European Union
European Regional
Development Fund

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1. ORGANISATIONAL OVERVIEW

Greater London Authority (GLA)

- 1.1 City Hall has one Mayor and 25 Assembly Members who are elected by Londoners. With the support of City Hall's staff they work to make London the best big city in the world.
- 1.2 Also known as the Greater London Authority (GLA), it was created after a referendum in 1998, when Londoners voted in favour of a directly elected Mayor to represent London's interests, and a London Assembly to scrutinise their work.
- 1.3 Further information can be found here: <https://www.london.gov.uk/>

Business Unit - Environment

- 1.4 Detailed information can be found here: <https://www.london.gov.uk/what-we-do/environment>

2. INTRODUCTION

About this procurement

- The Greater London Authority (GLA) and the European Regional Development Fund (ERDF) are co-funding a technical assistance programme to enable housing providers to deploy 'deep' energy efficiency retrofit of existing London homes.
- This procurement exercise is being undertaken to appoint a specialist Service Provider to assume the role of the programme's Technical Assistance Team.
- The contract will run for three years from the contract start date, expected to be in March 2019 (with the option of extending it for up to a further two years).
- Working primarily with social landlords, the Service Provider will be expected to deliver:
 - **ERDF Key Performance Indicators:** the retrofit of 50 homes (resulting in a saving of 124 tonnes of carbon dioxide equivalent [tCO₂e] per annum) within the contract period, and
 - **GLA Key Performance Indicators:** evidence that a further 1,678 homes will be retrofitted during or after the contract period as a direct outcome of the programme's activity (resulting in an estimated saving of 4,161 tCO₂e per annum).
- In line with the Mayor of London's ambition for London to be a zero carbon city by 2050, this programme will build on the success of the GLA's previous domestic retrofit programme, RE:NEW, but aim for a deeper level of retrofit and longer-term strategic outcomes through:
 - an average carbon reduction of 60% across the delivered homes, compared to an average reduction under RE:NEW of less than 25%
 - deployment of whole-house/multi-measure retrofits (singular energy efficiency measures, such as loft insulation in isolation, cannot count towards ERDF KPIs)
 - development of self-sustaining business models and finance solutions to make deep retrofit attractive to housing providers.
- The GLA is looking for a service provider with a proven track record of delivery, technical ability and innovation to deliver this exciting and challenging programme, and help to deliver the Mayor's ambitions for a zero carbon London.

Overview

- 2.1 The Mayor's London Environment Strategy sets out a plan to re-establish London's position as a leader in tackling climate change by setting a target for London to become zero carbon by 2050.
- 2.2 In January 2018, the Mayor of London, Sadiq Khan, launched Energy for Londoners (EfL), his £34 million scheme to make London's homes warmer, healthier and more affordable, help workplaces become more energy efficient, and supply London with more local clean energy.
- 2.3 The requirement in this procurement is to appoint a Service Provider to provide a technical assistance team to achieve the deliverables of a new EfL Homes Energy Efficiency Programme, one of a suite of projects and programmes that make up EfL. The programme builds on the approach of phase three of the multi-award winning RE:NEW programme,

primarily by assisting public sector beneficiaries (including local authorities, housing associations and universities) to deeply retrofit London homes.

- 2.4 To be effective across all of London's housing, the programme will need to incorporate a variety of approaches to address the barriers to retrofit in different physical contexts (e.g. age and type of homes), different tenures (i.e. social, private rented and owner-occupied housing), and respond to a range of occupant situations, motivations and behaviours. The programme will also complement the Mayor's Warmer Homes scheme¹.
- 2.5 The programme will have a focus on supporting the retrofit of London's social housing sector and university domestic stock. It will not provide support to private landlords and owner occupiers directly. Instead, it will provide enabling mechanisms to facilitate retrofit in these sectors.
- 2.6 The aim of the new programme is to reduce emissions per home by an average of 60 per cent per annum, equating to an average saving of 2.48 tCO₂e per annum, for each home treated with energy efficiency measures². Deeper carbon savings will need to be achieved to meet the Mayor's zero carbon ambition, therefore in addition to deep home retrofitting, programme activities will need to be investigational and aspirational; exploring innovative means to prime and unlock longer term opportunities, and helping to lay the foundations for a sustainable and financeable mass-market for deep domestic retrofit.
- 2.7 Furthermore, acknowledging that mass retrofit is required to achieve the Mayor's zero carbon ambition, the programme will also develop and pilot support for energy efficiency retrofit in mixed-tenure areas (facilitating retrofit of Private Rented Sector and owner occupier homes alongside social housing).
- 2.8 The technical assistance team, which this procurement is focussed on, will provide advice and support to beneficiaries through intensive end-to-end programme development and delivery assistance, including using the existing RE:NEW procurement framework. The Service Provider will be expected to provide the full delivery service and to meet the KPIs, targets and standards set out by the European Regional Development Fund (ERDF) and the GLA.
- 2.9 The current RE:NEW programme will have built an initial pipeline of retrofit projects for the new technical assistance team to build on.
- 2.10 The contract is expected to run from a start date of February-April 2019 for three years, with the option to extend for up to a further two years.
- 2.11 The geographical scope of the services being procured under this contract is London only.

¹ Warmer Homes provides advice, home visits, and the capital-funded installation of energy efficiency measures to individual fuel poor (primarily) owner-occupier homes.

² The average emissions per home in London are 4.14 tCO₂e per annum.

Background

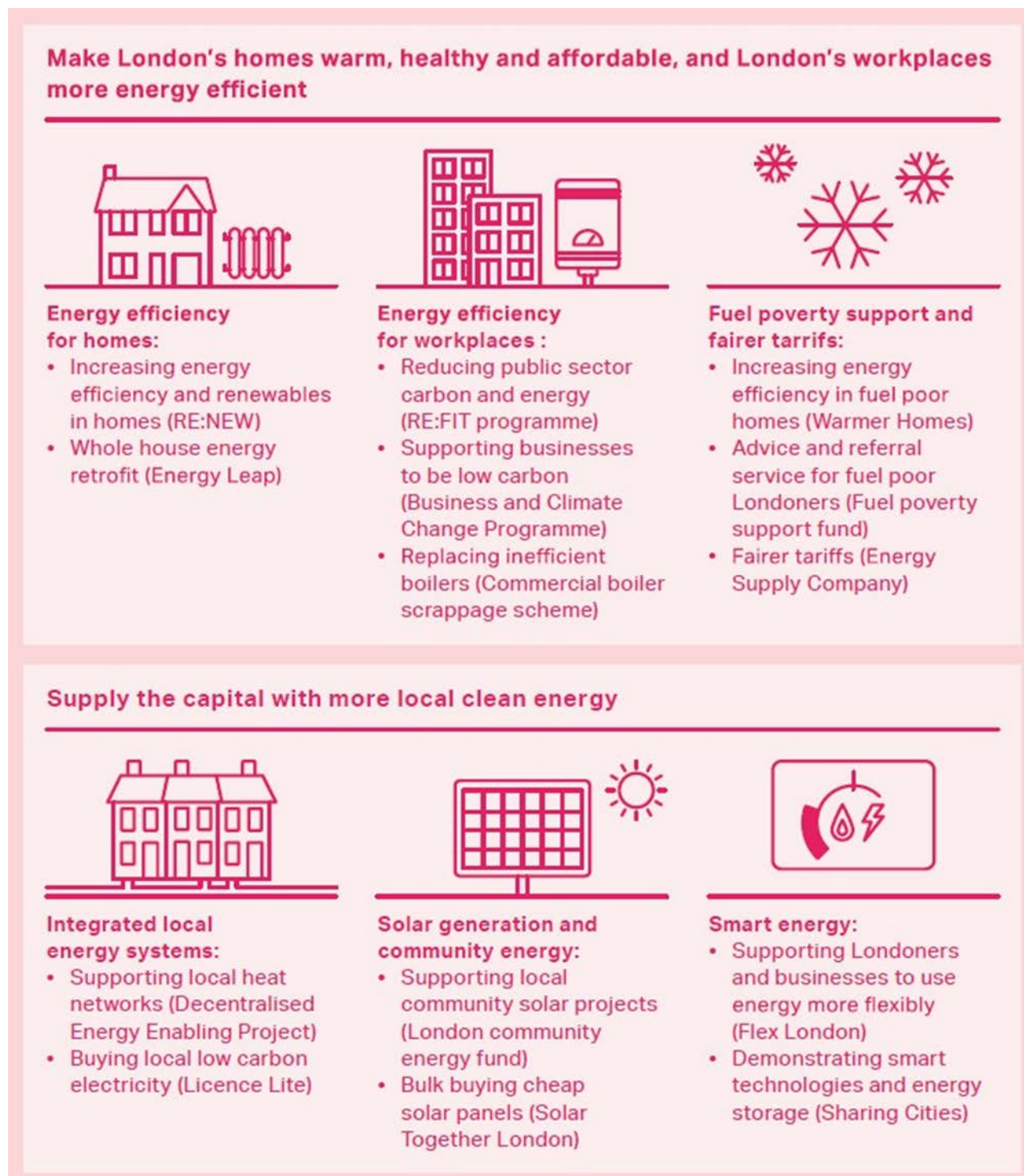
London's greenhouse gas (GHG) reduction targets

- 2.12 The Mayor's London Environment Strategy sets out a plan to re-establish London's position as a leader in tackling climate change by setting a target for London to become zero carbon by 2050. This sits in the context of:
- the UN Paris Climate Agreement that commits to keeping global warming below 2°C. This agreement has shown that cities can work together to plot a path to a lower carbon future.
 - in addition, the 2008 Climate Change Act requires an at least 80 per cent reduction in CO₂ emissions (compared to 1990 levels) for the whole of the UK.
- 2.13 To fully decarbonise London, greenhouse gas (GHG) emissions will need to be reduced from around 34 megatons (MtCO₂e) today to near zero by 2050. To make this happen, London will require careful but far reaching reforms, which are underpinned by three high-level objectives:
- reduce emissions of London's homes and workplaces while protecting the most disadvantaged by tackling fuel poverty
 - develop clean and smart, integrated energy systems utilising local and renewable energy resources
 - a zero emission transport network by 2050.
- 2.14 London's GHG emissions are dominated by buildings and transport. In 2015 it is estimated that 36 per cent of emissions were generated from London's homes, 40 per cent from workplaces and 24 per cent from transport.
- 2.15 Decarbonising London will mean taking a targeted approach to each sector. Within the building sector, this will include making sure that new developments are part of the solution towards achieving a zero carbon city. However, given that approximately 80 per cent of London's buildings will still be standing in 2050, the Mayor is putting a premium on energy efficiency retrofitting.
- 2.16 The poor energy efficiency of London's homes is a major contributor to our GHG emissions. A quarter of London's homes that have been given an Energy Performance Certificate since 2009 have the worst energy ratings of E, F or G. This year, it is estimated that Londoners will spend over £3.9bn on heating and powering their homes. Three hundred and forty-one thousand households, over 10 per cent of all London's households, were in fuel poverty in 2016.
- 2.17 By 2050 the emissions from London's homes will need to reduce to around 1.0 MtCO₂e a year from 12.1 MtCO₂e today. This implies an average of around 100,000 homes being retrofitted with energy efficiency improvements and renewable technologies each year, to 2050.
- 2.18 Since 2009, programmes such as RE:NEW, the London Boiler Cashback Scheme, Better Boilers and Warmer Homes have helped to deliver energy efficiency improvements in around 140,000 homes (many of which require further improvements to maximise energy efficiency

and carbon savings). A step-change in the scale and pace of our energy efficiency retrofitting needs to start now.

Energy for Londoners

2.19 The Mayor's EfL programme will help speed up work to decarbonise London's homes and workplaces and develop clean energy systems:



2.20 To place London on track to becoming a zero carbon city EfL will:

- accelerate the retrofitting of buildings, while encouraging energy demand reduction and energy management practices, smart meter roll-out and demand side management
- decarbonise London's energy supply by developing and delivering decentralised energy, renewable generation, especially through community solar energy programmes
- protect the most disadvantaged
- deliver an energy supply company, aiming to offer fairer energy bills to Londoners as soon as possible
- attract finance for energy efficiency and renewable energy.

2.21 The London Homes Energy Efficiency Programme is the successor to the current RE:NEW programme and is a key component of EfL portfolio of projects and programmes.

2.22 To be effective across all of London's housing, a variety of approaches are needed across EfL to address the barriers to retrofit in different typologies and tenures, and respond to a range of occupant situations, motivations and behaviours. The London Homes Energy Efficiency Programme will complement wider EfL work:

- **Making London's homes warm, healthy and affordable**

- The Mayor's [Fuel Poverty Action Plan](#) sets out what we are doing to help low income Londoners heat their homes. The Mayor's fuel poverty and energy efficiency projects/frameworks are
 - [Warmer Homes](#) – an initial £2.5m grant funding for heating and insulation measures that will warm the homes of fuel-poor Londoners. The scheme will target homeowners with disabilities or long-term sickness, and older people claiming eligible benefits, with up to £4,000 available per household
 - [Fuel Poverty Support Fund](#) – an initial £250,000 grant funding to the boroughs of Islington, Croydon, Kingston and Lewisham to offer advice and refer fuel-poor households to support services including income maximisation, health, and energy efficiency schemes
 - [Fuel Poverty Partnership](#) – working together with experts across the health, social and environment sectors to guide London's work on fuel poverty
 - [RE:NEW Framework](#) – set up as part of the RE:NEW programme, and available until summer 2019, this procurement framework supports an extensive range of home energy efficiency retrofit projects, including deep whole-house and whole-place retrofit. It reduces the time taken to installation, supports value for money, and gives assurance to buyers through pre-qualification of suppliers
 - [Energy Leap](#) – testing innovative ways to reduce grid energy consumption to near zero through whole-house 'eco-refurbishments'. The pilot scheme will give up to ten homes a radical makeover involving off-site manufactured insulation panel, solar panels, heat pumps and other measures from 2018
 - [Switching suppliers](#) – the Mayor is encouraging people to switch to a better energy supplier. It could potentially save Londoners hundreds on their bills or help them to buy energy from cleaner sources
 - The Mayor will also be tendering for the delivery of an energy supply company, aiming to offer fairer energy bills to Londoners.

- **Making workplaces more energy efficient**

- Businesses and the public sector can make cost savings by making their buildings more energy efficient and using less energy. The Mayor's workplace energy efficiency projects are:
 - [RE:FIT London](#) – the award-winning programme to reduce carbon emissions and increase energy efficiency in London's non-domestic public buildings through retrofitting.
 - [Cleaner Heat Cashback](#) – a £10m boiler scrappage scheme, helping small businesses to replace older polluting boilers with a more efficient, cleaner source of heat.

- **Cleaner, local energy**

- The Mayor wants to supply more of London's homes and businesses with cleaner, locally produced energy. His [Solar Action Plan](#) sets out how we will maximise opportunity for solar power in London. The Mayor's local, clean energy projects are:
 - [London Community Energy Fund](#) – helping community groups to develop local community power projects like putting solar panels on schools, community halls and sports centres.
 - Licence Lite – a new type of energy licence. In a 12-month pilot scheme, the Mayor will buy locally generated cleaner energy and use it to power Transport for London (TfL) buildings.
 - [Solar Together London](#) – a group buying scheme for solar panels, working with boroughs to bulk-buy solar panels and sell them to Londoners at a cheaper price.
 - Expanding TfL's solar power capacity – through the [RE:FIT London](#) programme, TfL will install more solar panels and energy efficiency measures across its buildings.
 - Decentralised Energy Enabling Project (DEEP) – a £3.5m programme supporting boroughs to plan, develop, deliver and bring into operation larger-scale local energy projects.

2.23 Further to EFL, the following Mayoral programmes, initiatives and workstreams could provide additional co-benefits:

- Sharing Cities Lighthouse programme – a proving ground for a better, common approach to making smart cities a reality. By fostering international collaboration between industry and cities, the project seeks to develop affordable, integrated, commercial-scale smart city solutions with a high market potential
- Better Futures – an ERDF co-funded programme which is working with partners to give a hundred small businesses the boost they need to be successful in London, and create a hub for low-carbon industries in our city
- Green Finance – this workstream is working with partners to increase the flow of finance to support the delivery of large-scale projects that address the environmental challenges that London is facing. For example, using the Mayor's Energy Efficiency Fund (MEEF)

to support energy efficiency and low carbon energy supply projects, and the SME Fund to provide finance to those businesses seeking to scale-up and achieve their growth ambitions, as well as those aiming for long-term sustainability. In addition, to help attract large scale institutional investment into environmental projects, the role and use of low cost financing and bulk purchasing, and innovative products such as green bonds and climate change ISAs will be explored.

RE:NEW's history and achievements³

- 2.24 The new Programme will be the successor to RE:NEW which was launched in 2009 and has been delivered through three distinct phases.
- 2.25 RE:NEW phases one and two centered around engaging with households of all tenures on a street-by-street, community basis to conduct survey work, deliver a package of free energy and water saving advice. The surveys determined whether there was scope for other energy efficiency measures (such as loft, cavity and solid wall insulation) and whether households were eligible for sources of funding. The programme aimed to leverage external sources of funding primarily through the Carbon Emissions Reduction Target (CERT), Community Energy Savings Program (CESP), Energy Company Obligation (ECO) and any London borough grant schemes.
- 2.26 Phase one included three small-scale technical trials designed to test the concept of area-based schemes. A good practice manual was developed to provide guidance on how to deliver an area-based scheme in a London borough. Following this, the GLA provided grant funding to the boroughs to enable a RE:NEW area intervention in every borough between July 2011 and April 2012.
- 2.27 In phase two the GLA let five contracts through the previous RE:NEW framework (one for each of the housing sub-regions) to three delivery agents. This focused on accessing ECO funding, using a refined delivery model of phase one and a strengthened focus on maximising carbon savings in areas where there was likely to be a high level of fuel poverty.
- 2.28 These earlier phases delivered retrofit measures worth £28.5m to over 100,000 homes, saving 25,000 tCO₂e per annum, equating to around 0.25 tCO₂e saved per annum per home.
- 2.29 To build on the success of the first two phases and adapt to changing market conditions, RE:NEW moved toward a more strategic delivery model through the creation of a technical assistance team – the RE:NEW Support Team.
- 2.30 To test the new model, an interim Support Team operated from June 2013 to March 2014 providing support to boroughs and housing associations while the GLA sought longer term support funding. During the eight months to 31 March 2014 the interim Support Team supported clients to invest around £17.8m, to retrofit over 6,000 homes, and save over 3,400 tCO₂e per annum, equating to around 0.56 tCO₂e saved per annum per home.
- 2.31 Phase three of RE:NEW was launched in July 2014 with jointly funded by the GLA (ten per cent) and the European Investment Bank ELENA facility (90 per cent), initially for a three-years. Having exceeded all EIB targets (on carbon reduction, number of homes supported

³ For further information see: <https://www.london.gov.uk/what-we-do/environment/energy/renew-0/renew-story-so-far>

and capital expenditure leveraged from housing providers) the programme was subsequently extended to 30 April 2019. It has supported the contracting of retrofit projects worth £130m in over 37,000 homes, saving over 32,220 tCO₂e per annum (up to July 2018), equating to around one tonne of carbon saved per annum per home. The London Homes Energy Efficiency Programme will build on the approach taken for phase three.

- 2.32 To help develop the successor to phase three of the RE:NEW programme, an external evaluation (included as an appendix) gathered learnings and provided recommendations for a successor scheme. These recommendations have been taken together with ERDF requirements to develop the approach for the London Homes Energy Efficiency Programme.

RE:NEW programme phase three

- 2.33 Phase three of RE:NEW provides a suite of technical support services to enable carbon saving retrofit to existing homes across London. It provides support to London boroughs, other social landlords and universities. It operates across several workstreams which identify and address barriers and opportunities for investment in home energy efficiency and renewable energy retrofit.
- 2.34 The workstreams have changed and adapted through the programme according to beneficiary uptake, KPI impact and changing market conditions (including policy, finance and organisational changes). Core workstreams include opportunity analysis, business case development, programme optimisation, technical risk assessments, marketing and communications and procurement support. A dedicated innovation unit has driven the creation of new workstreams and initiatives, including a solar PV workstream and development of the retrofit Business Case⁴.
- 2.35 The RE:NEW workstreams are underpinned by a set of specialised enabling tools. These include a bespoke risk assessment toolkit, a solar PV calculator and the OJEU-compliant RE:NEW framework of suppliers.

The Support Team

- 2.36 The RE:NEW Support Team is overseen by a GLA Programme Manager and is delivered by a technical services provider. The GLA itself does not provide professional or technical advice to beneficiaries.
- 2.37 Over phase three, the RE:NEW Support Team has established support plans with 71 organisations across London. These include: 30 London boroughs; 13 of the G15 housing associations; 11 universities; and, a range of other housing providers. RE:NEW has supported over 50 projects involving a wide range of home energy efficiency and renewable energy approaches, examples include:
- L&Q Group £180k solar PV project - RE:NEW conducted a desk-based study including use of a PV feasibility toolkit to determine the physical and financial feasibility and payback for the installation of solar PV. The Support Team also provided analysis and recommendations following changes to the Solar PV Feed in Tariff and supported the procurement of a contractor through the RE:NEW framework

⁴ Available to download here: https://www.london.gov.uk/sites/default/files/renew_positive_energy_-_the_business_case_for_retrofit-online_0.pdf

- London borough of Croydon £42m planned maintenance programme – RE:NEW provided extensive support over an 18 month period including comprehensive stock analysis using CROHM (“Carbon Reduction Options for Housing Managers”) to help understand existing property performance and shape a carefully designed programme across all existing housing stock. As well as, technical risks evaluation of the planned programme and assistance throughout the OJEU procurement exercise
- Tower Hamlets Homes £3m 2015/16 Decent Homes additional energy efficiency works programme – RE:NEW provided support to incorporate energy efficiency measures into a programme of improvements works funded through Decent Homes. Support included identification of appropriate measures through stock data analysis, programme development and optimisation including phasing, technical risks analysis and mitigation strategy and procurement support.

2.38 Once a support plan is in place, beneficiaries have access to a bespoke set of services from the team, delivered on a one to one basis by the Support Team. The support plan is a living document and a beneficiary may work with the team iteratively on one or more projects.

2.39 The Support Team also provides a range of workshops and targeted events aimed at maintaining a community of practice and facilitating collaboration and knowledge transfer between beneficiaries.

The RE:NEW framework

2.40 The RE:NEW framework, set up in 2015, includes nine prequalified best-in class suppliers and enables procurement of energy reduction and generation measures efficiently, effectively and economically. The framework is specifically tailored to meet the requirements of domestic retrofit in the public sector. The RE:NEW Support Team actively manages the framework to develop a pipeline of projects and support boroughs and housing associations through the procurement process. The RE:NEW framework is available until 23 August 2019.

2.41 There are nine suppliers on the framework:

- Ecologic Energy
- Engie
- Kier
- Lakehouse
- Lawtech
- Mears Group
- Mulalley
- Osborne Energy
- Fortem

Rationale for a new Technical Assistance Programme

2.42 There is a strong rationale for a new Technical Assistance Programme:

- The independent evaluation of RE:NEW phase three (see appendices) provided good rationale for an enhanced retrofit technical assistance programme; for example stating:

“London boroughs, ALMOs, housing associations and universities remain critical partners in coordinating and delivering domestic energy efficiency retrofit across social, private rented and owner occupied housing, and the gaps in capacity and expertise across all of these bodies is still large. As such, there is a continued justification for the GLA to provide support for their domestic energy efficiency retrofit activities.”

- There is also much ‘stored’ demand for retrofit support and technical assistance to be carried through from RE:NEW phase three. The 71 organisations with support plans in place manage approximately 613,000 homes across London, a majority requiring retrofit, being older homes rather than new-build. Furthermore, an aim of the new programme is to facilitate multi-tenure or area-based retrofit, to facilitate private rented sector and owner occupier properties to join in with social housing retrofit schemes⁵, adding even more demand.
- Ongoing and regular engagement with London borough and housing association groups⁶ shows that demand for retrofit support (i.e. through a technical assistance team) remains:
 - lack of money is the largest barrier faced in tackling fuel poverty and retrofitting. Housing providers face uncertainty over the availability of funding streams, and the lack of their own resources means it is difficult for them to develop long-term strategies or investment models to decarbonise their housing stock. The London Homes Energy Efficiency Programme will uncover attractive means to finance low carbon investment strategies and help them to build the business case in their own organisations. Boroughs have also stated they are generally short of officers to enforce Minimum Energy Efficiency Standards (MEES) requirements with private landlords; therefore a proactive approach, whereby private landlords are encouraged to retrofit their housing alongside local social housing, could be a welcome solution
 - housing providers have many competing pressures for staff and financial resources, so assistance from elsewhere on retrofitting existing homes is much needed.

Governance and oversight

- 2.43 The GLA will provide the management, reporting and approval structure required for the implementation of the London Homes Energy Efficiency Programme. Key decisions relating to the programme, and scrutinising of outputs and finances, will be undertaken by the GLA’s Internal Governance team, and the Development, Environment and Enterprise Directorate Senior Management Team.
- 2.44 In addition, programme delivery will be regularly reviewed through a new internal delivery board chaired by the Executive Director for Development, Environment and Enterprise, and/or the include the Deputy Mayor for Environment and Energy.
- 2.45 We also expect there to be an external Sponsors Board which will be established with senior members of London Boroughs, housing associations and trade bodies. The technical

⁵ For example in a block of majority social housing flats where leaseholders make it difficult currently for the entire block to be retrofitted.

⁶ The Association of London Energy Officers (ALEO), the London Borough Energy Group (LBEG), the London Borough Environmental Coordinators Forum (LEFC) and the London Environment Group (LEG).

assistance team will work with the GLA Programme Manager to establish the board during programme mobilisation. It will be the responsibility of the Service Provider to prepare documentation including agendas, minutes, status reports etc. as agreed, and amended from time to time, with the GLA Programme Manager.

2.46 Mayoral programmes are also subject to scrutiny by the London Assembly.

2.47 Furthermore, programme performance will be regularly reviewed by the ERDF.

3. SCOPE

Aims and objectives of the new technical assistance team

- 3.1 The Service Provider selected through this tendering process will deliver the objectives of the London Homes Energy Efficiency Programme by providing a technical assistance team to support providers of housing across London.
- 3.2 The overarching aims of the programme and the associated technical assistance team are to support and accelerate deep multi-measure home energy retrofit activity across London through innovative approaches and finance mechanisms. The average emissions per home in London are 4.14 tCO₂e per annum. The programme is designed to reduce carbon emissions per home by an average of 60% per annum.
- 3.3 The technical assistance team must achieve contractual commitments to the GLA and ERDF as set out in the KPI section of this specification.
- 3.4 The programme is designed to support beneficiaries to test and kick start deep home retrofit approaches that lay the foundations for achieving the Mayor's zero carbon London ambition within London's homes. This includes piloting approaches to area-based and multi-tenure home retrofit.
- 3.5 It will do this through providing intensive end-to-end advice and support to beneficiaries including local authorities, housing associations and universities to enable deep energy retrofit projects to be designed, developed and successfully delivered.
- 3.6 The project will be delivered to benefit homes entirely within Greater London, as defined by the London Economic Action Partnership (LEAP), the local enterprise partnership for London, delivering the output targets for London's share of the England-wide ERDF programme (Investment Priority 4c), released by the Government in January 2016.
- 3.7 The technical assistance team must be flexible to change. It must exploit market conditions including available policy incentives, finance and delivery vehicles developed through the GLA, and local and national governments more generally. As part of this, the technical assistance team must keep up to date with wider policy, regulatory, and other market conditions, and undertake a regular scan of international work.
- 3.8 The objectives of the technical assistance team are to:
 - **reduce carbon emissions** (as detailed in the KPIs section of this specification)
 - **support delivery of deep home energy efficiency retrofits** (as detailed in the KPIs section of this specification)
 - **meet ERDF contractual requirements** including, but not limited to, those covering: scope, delivery approach, reporting, publicity, and evaluation
 - **support innovation and create demand for deep energy efficiency retrofit** with focus on kick-starting and promoting market opportunities, developing finance models, and driving delivery model and technology innovation

- **promote the longer-term sustainability and increased quality of deep energy efficiency retrofit** – for example through long-term performance guarantee models⁷ and enhanced installation quality
- **tackle planning and financial barriers and create multi-stakeholder approaches**, to help facilitate longer-term roll out of area-based deep retrofit
- **increase beneficiary expertise and capacity** to deliver deep energy efficiency retrofit, through imparting knowledge and developing efficient routes to retrofit⁸
- **create and sustain skilled jobs** in the energy efficiency retrofit market as the programme promotes and normalises innovative approaches and business models
- **reduce fuel poverty, excess winter deaths and illness** through cutting energy bills and helping beneficiaries to provide warm homes
- **reduce costs for beneficiaries** in dealing with asset management, repairs and complaints related to cold and damp homes
- **manage the RE:NEW framework** of approved providers for projects in London, including supplier management and oversee all London projects run through the RE:NEW framework, from project initiation, to the design and delivery of works, to the monitoring and verification process.

Core work areas

2.48 Beneficiaries will not receive direct project funding through the London Homes Energy Efficiency Programme. The work of the technical assistance team will focus on the following four core areas to catalyse retrofit activity delivered by beneficiaries.

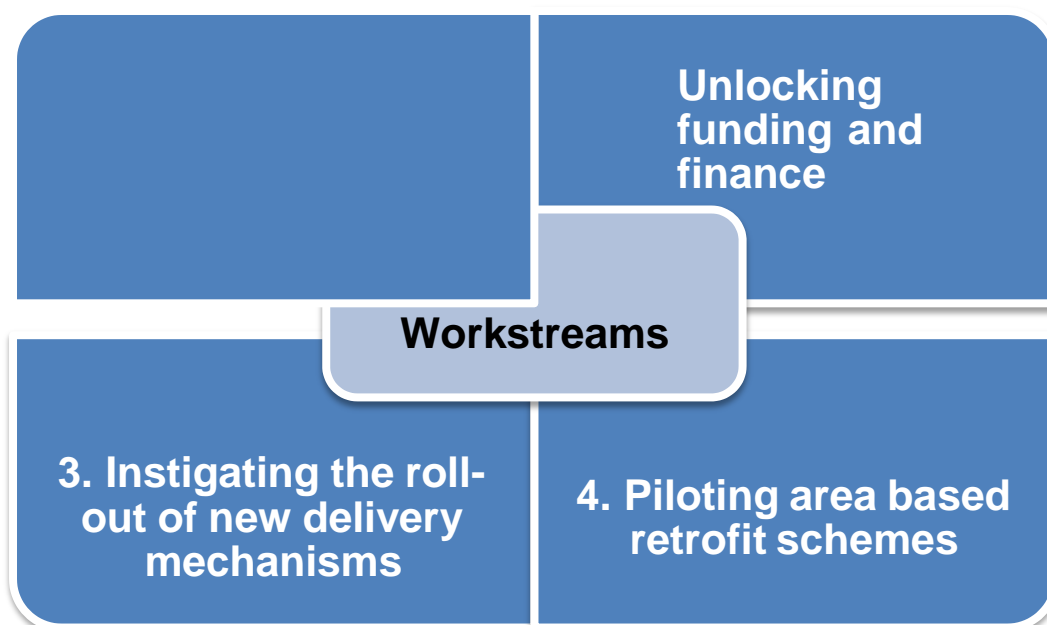


Figure 1 – Overview of key workstreams

⁷ For example, the Energy Leap model (workstream 3) typically requires performance guarantees of over 25 years.

⁸ Including investment-grade business cases for decision makers.

Workstream 1 - Technical assistance for deep-retrofit

- 3.9 The technical assistance for deep-retrofit workstream builds on the engagement model undertaken through RE:NEW (working with London boroughs and housing associations), but focusing on delivering projects encompassing innovative approaches, new methods of construction and technologies (including net zero-energy retrofitting⁹), in order to achieve deeper retrofit and enhanced carbon savings per household.
- 3.10 This workstream is the core technical assistance offering involving intensive end-to-end programme development support for beneficiaries. **Figure 2** outlines some of the key services of this workstream, building on learning and experience through phase three of the RE:NEW programme. The Service Provider is required to evolve these to continuously improve and adapt to market conditions, opportunities and challenges.

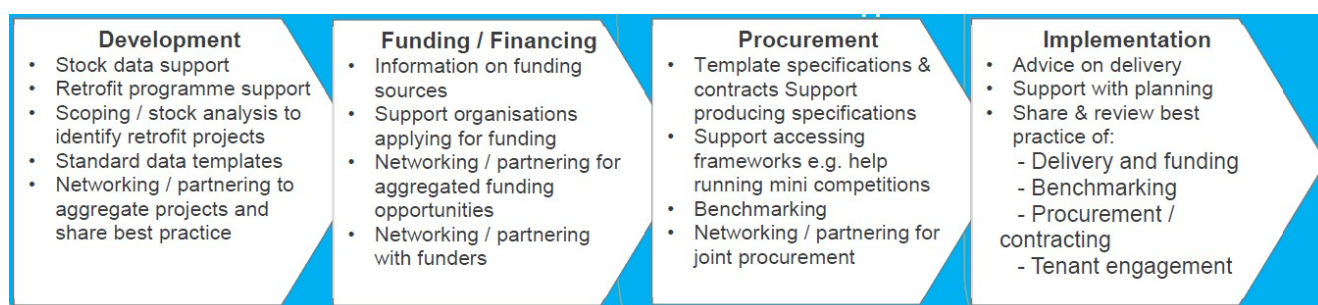


Figure 2 - Workstream 1 support package

- 3.11 The technical assistance team will initially focus on engagement activity to create momentum and ensure beneficiary buy-in. The technical assistance team will prioritise engagement based on an organisation's needs, ambition and capability.
- 3.12 In delivering this workstream the technical assistance team will:
- design and deploy services and tools to stimulate demand that leads to an increasing number of homes receiving deeper retrofit
 - focus on supporting beneficiaries to deliver projects involving innovative approaches and new methods of construction and technologies (including net zero-energy retrofitting, akin to the Mayor's Energy Leap project) to achieve deeper retrofit and carbon savings per household
 - naturally benefit from the progress made in the other three workstreams – new funding and finance opportunities and the piloting of new delivery approaches will be built into the technical assistance offer (including in the private sector)
 - prioritise beneficiary engagement and support based on willingness to engage, needs, ambition, capability and capacity. The organisations with the most willingness to engage will be prioritised based on: their ability to deliver project objectives and outputs; and their ability to create capacity through close working, to enable more, and better quality, deep retrofits to take place.

⁹ Annually, a net-zero energy home generates sufficient energy (from technology such as solar power and heat pumps) to heat the home, provide hot water and power its household appliances.

- 3.13 To access support from the technical assistance team, beneficiaries will be required to agree a Support Plan¹⁰. Every beneficiary Support Plan will be reviewed and signed off by the GLA Programme Manager to ensure that the proposed support and potential project are in line with achieving the EFL London Homes Energy Efficiency Programme strategic objectives.
- 3.14 Potential beneficiaries will be assessed by the technical assistance team before a scoping meeting to ensure they are within the target group of the programme as defined by ERDF requirements. Ongoing engagement with beneficiaries throughout the lifetime of the programme by the technical assistance team and GLA will ensure that any potential organisational change that could result in the organisation becoming ineligible for ERDF support is identified in a timely manner. If beneficiaries become ineligible, then support may be withdrawn by the technical assistance team in agreement with the GLA Programme Manager.

Workstream 2 - Unlocking finance and funding



Figure 3: Overview of Workstream 2

- 3.15 The unlocking finance and funding workstream focusses on identifying and actively developing funding opportunities to enable beneficiaries to take forward deep energy efficiency housing retrofit projects. Activity will include:
- identifying ways in which domestic retrofit can be self-financing in the long term
 - working with funders to explore how a range of funding opportunities can be better utilised in retrofit investment proposals. For example, through driving demand for renewable heating technologies as part of deep whole-house retrofits, utilising Domestic Renewable Heat Incentive and the Energy Company Obligation (ECO)
 - aggregating existing projects and funding opportunities to leverage further investment through increased investor confidence, reduce costs and achieve economies of scale. For example, pairing ECO and the carbon offset funds made available through the Mayor's zero carbon homes standard
 - working across London sub-regions (north-west, south-east etc.) to create larger scale opportunities to attract private and social finance for retrofit schemes
 - working with and building on the GLA's Green Finance workstream, which has been established to help drive investment in carbon reduction and energy saving activity, including through:

¹⁰ An agreement between a beneficiary organisation and the Service Provider which identifies specific areas of technical assistance support.

- creating the right enabling environment to overcome financial barriers
- understanding the availability of and demand for green finance
- developing and operating new financing instruments and mechanisms that catalyse flows of public and private money into green energy projects
- working with the finance community to help unlock and mobilise low cost finance for carbon reduction and energy saving activity
- connecting knowledge, technology and projects to finance, enabling strong returns.
- actively pursue emerging opportunities and form multi-sector partnerships to broker funding for mixed-tenure, area-based deep retrofit. Including through:
 - providing advice to core beneficiaries (and potentially third sector organisations and Community Interest Companies) to help them develop local finance schemes including carbon offset funding
 - helping to target and pilot new Mayoral schemes and financial arrangements that enable more Londoners, including the private sector, to retrofit. For example, revolving loans, which do not rely on government subsidy
 - investigating the feasibility of an equity release scheme to pay for retrofit involving working with an Industrial and Provident Society (or similar) registered organisation to provide an assured package where landlords or owners can use some of the value in their property to pay for deep retrofit works
 - providing assurance over the quality of retrofit works and building the business case for London boroughs and social landlords to unlock and invest their own capital in energy efficiency retrofit. Through for example, developing a performance-guarantee model through the Mayor's Energy Leap Project which is delivering the first near-zero energy retrofits in London and will trial important payment mechanisms including the ability to recoup some or all the capital cost of the refurbishment work and energy performance guarantees
 - facilitating demand-side response payments to social landlords, with the proceeds being invested into retrofit, or being installed as part of whole-house or whole-place retrofit. Although this is more commonplace in commercial operations, there is untapped potential for landlords and homes that can be flexible in their electricity use to be paid to reduce their consumption.
 - brokering low-interest finance with banks for deep retrofit where a long-term performance guarantee is in place. This activity would complement the 'Energy Leap' activity described in workstream 3, where the Contractor undertaking the retrofit works provides the landlord with a 30-year performance warranty. There is potentially a big role for technical assurance and better data to help make projects more financeable by providing greater confidence. This ties in with workstream 1 activities and the smart homes elements of workstream 3.
 - integrating with relevant finance or funding schemes available through Energy for Londoners and the Mayor's Energy Efficiency Fund (MEEF). An example of this

might be the development of deep retrofit projects solely aimed at encouraging utilisation of MEEF¹¹ by Housing Associations

- helping to facilitate retrofit delivery through any finance opportunities resulting from the Mayor's Fuel Poverty Action Plan and Solar Action Plan.

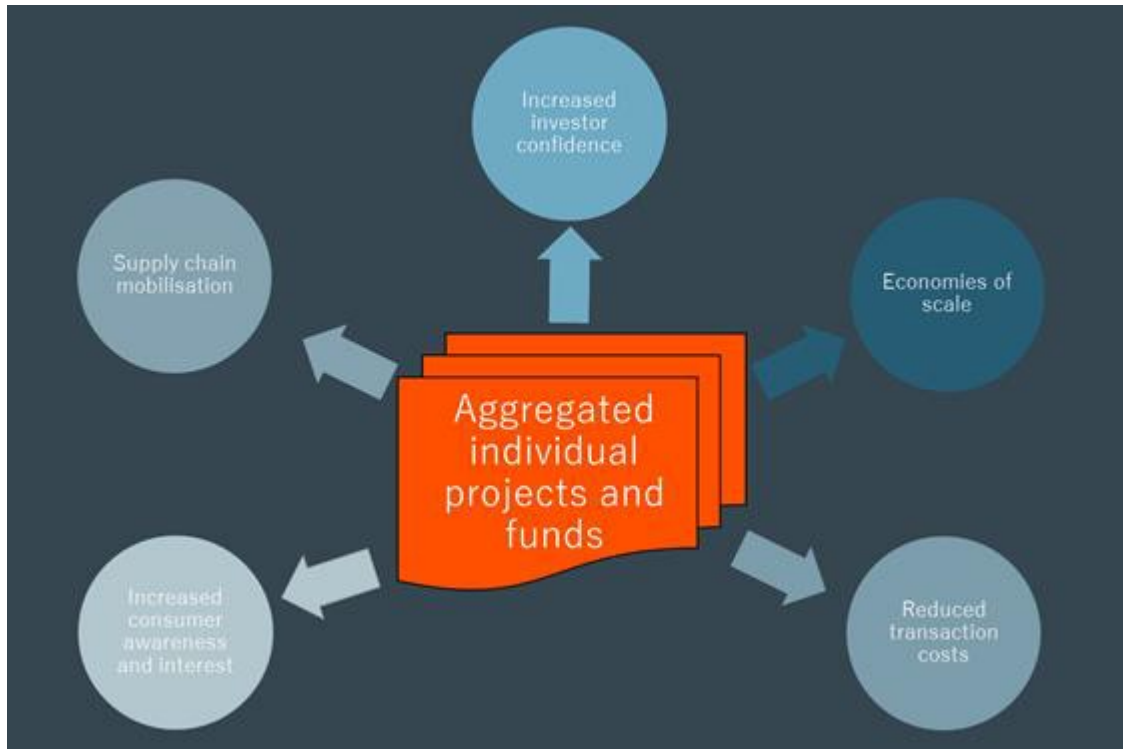


Figure 3 – Summary of the benefits of aggregating retrofit projects

3.16 Further criteria for this workstream:

- the activity of the technical assistance team will remain flexible and adaptable to enable response to, and pursue, funding and finance opportunities as they emerge
- business case development for retrofit activity will be targeted at finance directors and other decision makers within beneficiary organisations as well as asset management or energy teams
- the workstream will engage with investors and aim to demonstrate that the kind of performance guarantees promoted under workstream 3 can prove deep retrofit to be a low-risk investment worthy of low borrowing rates.

Workstream 3 - Supporting the roll-out of new and innovative delivery mechanisms

- 3.17 Innovation is a key requirement to overcome barriers to delivery – enabling improvements in deep retrofit scale, quality and value for money – and therefore increasing retrofit uptake. While there are many new and innovative energy efficiency technologies coming on stream, they need to be packaged and delivered in such a way that social housing providers (and their tenants) are assured that a whole-house and a whole-place approach is beneficial, affordable and less risky.

¹¹ Experience from the existing RE:NEW programme shows that LEEF was very underused by Housing Associations, despite attractive borrowing rates

- 3.18 The innovative new delivery mechanisms uncovered by this workstream (in tandem with the technical support under workstream 1) will be crucial to move the much-needed model of whole-house and whole-place retrofit from the margins to the mainstream.
- 3.19 This workstream focusses on supporting the roll-out of innovative domestic energy efficiency delivery mechanisms in London to ensure that high quality deep and 'hard-to-treat'¹² energy efficiency retrofit is undertaken.
- 3.20 The dual focus of this workstream will therefore be around brokering procurement deals to achieve economies of scale and making delivery of whole-house retrofit and hard-to-treat retrofit more affordable and achievable.
- 3.21 Examples of new delivery mechanisms which could be supported through this workstream include:
- rolling out the Mayor's innovative 'Energy Leap' project (based on the Dutch Energiesprong approach recently implemented by Nottingham City Homes) which will deliver near net-zero energy retrofitting;
 - Energiesprong is a new high-value construction and investment model for creating net-zero-energy homes and regenerating neighbourhoods through a whole house 'envelope' retrofitting package. The initiative originated in the Netherlands and blends innovative off-site factory construction with a business model to eradicate heating bills and generate a positive financial return over a 30-year term, against up-front capital investment. In a renovation lasting approximately a week, in which residents can continue to occupy their home, homes with poor energy efficiency are transformed into net-zero-energy housing and estates regenerated with homes that look and feel brand new. The approach ultimately aims to drive technology and process innovation that results in substantial cost reduction, through creating the right market conditions (demand, supply, regulatory and financial), that will enable mass market roll-out of net-zero-energy retrofit.
 - the GLA has been exploring the 'Energy Leap' model over the past two years and is currently co-funding with a small-scale trial with three social landlords. This workstream is designed to drive demand and support the roll-out of this programme on the back of successful trials
 - there may also be options (through integrating with other workstreams) to encourage a performance guarantee on a standard deep retrofit, through appropriate monitoring. This would effectively extend the Energy Leap approach to a wider range of retrofit opportunities
 - utilising the opportunities to encourage deep retrofit on the back of social housing providers' programmes to build new homes. This concept would enable the re-development of existing low-rise blocks of flats. Through this model, the sale or rental income from the new flats would help fund (or offset the costs of) the retrofit to the older flats underneath them. This model fits in well with the estate regeneration and

¹² The Building Research Establishment defines hard to treat dwellings as homes that cannot accommodate 'staple' energy efficiency retrofit measures. These include homes that are off the gas network, have solid walls (or be of non-traditional construction), have no loft space, high-rise blocks, or any other homes where for technical and practical reasons staple retrofit cannot be undertaken.

area regeneration agendas, linking into wider priorities for London and workstream 4. Examples include:

- additional floors providing new flats, built to comply with new building code
- installation of high performance external insulation (acting as a structural skin) around the building
- integrated mechanical ventilation and heat recovery systems.
- enhancing potential future iterations of the GLA's solar PV aggregation scheme (Solar Together London) to include wider retrofit (note that ERDF funds can only be used on eligible aspects of this if FiT is utilised)
- uncovering innovative options to tackle traditionally expensive and disruptive works on hard-to-treat high-rise flats by for example utilising rope-access (abseil) installation of wall insulation as part of whole-place retrofit. This approach has been proven to work and has already been undertaken across a relatively small number of flats in London, however, there is thought to be considerable potential to roll out further. Overcoming mixed-tenure issues (a goal of workstream 4) would help to unlock this potential
- facilitating the roll-out of 'low-density district heating retrofit'. The role of heat networks in decarbonising cities is recognised and supported by the European Commission and the GLA has already completed a study to establish the costs of connecting low heat-density homes to district heating networks. Currently, in areas with lower heat demand density¹³, few buildings are connected to the district heating system as it is not considered economically feasible. This workstream will work with providers of social housing to promote measures that reduce costs for heat distribution in areas with low heat demand density, in tandem with improving the fabric of homes in these areas to ensure whole-house/whole-place retrofit is achieved
- accelerating the roll out of smart technology and demonstrating the implementation of smart demand side management (DSM) technology to reduce energy consumption. This is more commonplace in commercial operations but there is potential for landlords and homes to be more flexible in their electricity use.

3.22 Further requirements for this workstream are to:

- remain flexible and adaptable to ensure the programme can focus on supporting any new relevant delivery mechanisms, as they emerge (through either government policy or industry innovation)
- dovetail with the work from the Finance and Funding workstream (workstream 2), as set out above.

Workstream 4 - Piloting area-based retrofit schemes

3.23 Workstream 4 focusses on developing and piloting a package of assistance to support 'Whole Place Solution' energy efficiency retrofit in mixed-tenure areas. This means the combination of actions within a building or within a location as part of a low carbon strategy where the actions combine to deliver an integrated approach. This area-based workstream therefore addresses the desire to retrofit locations and not only individual buildings. This workstream will:

¹³ As opposed to high-heat demand density – in more condensed city centres

- aim to use innovative enabling approaches, capture economies of scale and mitigate the issue of 'pepper-potting', which can reduce the rates, efficiency and effectiveness of retrofit
 - explore a consumer focused, data driven approach and explore a range of offers for a given geographical area according to circumstances
 - explore the development of revolving loans and incentive schemes for private landlords¹⁴ and/or owner-occupiers.
- 3.24 It should be noted that private landlords will not be directly advised or engaged by the technical assistance team (to stay within ERDF rules), but mechanisms to encourage them to work with social landlords in their area, will be promoted if they would lead to carbon savings.
- 3.25 These offers (not funded directly by the programme) would constitute a complementary approach with local social landlords to achieve economies of scale for both sectors and promote mixed-tenure, area-based deep energy efficiency retrofit.
- 3.26 The exact package of support will be developed by the technical assistance team and refined as the programme is delivered but at a minimum the package will involve:
- structured discussions between mixed-tenure householders in localities to showcase the benefits and efficiencies of area-based retrofit and explore co-funding opportunities (with a view to developing a recognised, systematic template for such discussions to be rolled out across London)
 - piloting the provision of support to London borough Environmental Health teams to achieve and enforce the goals set out in the of the Housing Health and Safety Rating System (HHSRS) regulations and the Minimum Energy Efficiency Standards (MEES) regulations
 - piloting delivery approaches that enable deep retrofit in the private residential sector including:
 - linking private landlords to sources of funding and finance for home retrofit to facilitate wider retrofit in the social housing sector
 - exploring the development of revolving loans and incentive schemes for private landlords, freeholders, leaseholders or owner-occupiers to facilitate wider retrofit in the social housing sector
 - utilise external partners to benefit the programme - such as Thames Water's water-efficiency programme - with a view to yielding further carbon savings
 - this workstream would also link to activity from the Mayor of London's Fuel Poverty Action Plan where relevant, to ensure that it facilitates any extra resources and opportunities. This could include using any data systems, Local Authority or community task groups which grow out of it and potentially instigating a group from the project, if it will help achieve our defined outputs.

¹⁴ Private landlords will not be directly advised or engaged with by the programme (to stay within ERDF rules), but mechanisms to encourage them to work with - not against- social landlords and boroughs will be promoted.

Programme mobilisation and execution plan

Programme mobilisation

- 3.27 The technical assistance team will lead a mobilisation phase (suggested to be the first 60 days of this Contract arising from this procurement). Tenderers may suggest alternative timeframes in bids with relevant justification.
- 3.28 This phase is anticipated to be highly collaborative and involve workshopping with the GLA Programme Manager and other key staff as required.
- 3.29 During the programme mobilisation phase, activities of the technical assistance team will include, but will not be limited to:
- examination of capacity, need and future investment plans of key beneficiary organisations and prioritise engagement and support accordingly
 - review of key services provided by the RE:NEW Support Team and develop a suite of services and tools that are fit for purpose for deep retrofit support – including adaptation and technical risks
 - establishment of an innovation unit akin to that developed during RE:NEW phase three
 - establishing how the technical assistance team and key GLA staff will collaborate in relation to the GLA Green Finance workstream and delivery of the technical assistance team's workstream 2 on unlocking finance and funding
 - evaluating and redeveloping the existing RE:NEW phase three Support Plan (see appendix 2) to ensure it is fit for purpose. This will include the addition of a sign off sheet/Memorandum of Understanding to be signed off at decision maker/budget holder level within beneficiary organisations – a measure to ensure commitment to delivery from beneficiary organisations at the earliest stages of support provision
 - assisting the GLA with analysis of whether there is adequate demand to replace the existing RE:NEW framework which will expire on 23 August 2019. Note that the Service Provider will not be involved in the procurement of a new framework itself, in the event that the GLA decides to proceed with it.
 - leading the review of the terms of reference and membership of the existing RE:NEW Sponsors' Board, working in collaboration the GLA Programme Manager and Board to ensure these are fit for purpose and to establish an improved Board
 - undertaking an equalities impact assessment to ensure The Mayor's Equality, Diversity and Inclusion Strategy is adhered to. This will include an assessment of the potential for targeting BAME and those with other protected characteristics as beneficiaries or as part of the supply chain. This will include establishing monitoring and reporting processes and metrics
 - reviewing and agreeing management, monitoring and reporting processes – including definition of a process for file sharing with the GLA.

Programme Execution Plan

- 3.30 The technical assistance team will develop a Programme Execution Plan as an output from the programme mobilisation phase. This will be updated periodically throughout the three-

year contract to reflect any operational changes made to the team or programme delivery approach.

- 3.31 This will contain provisions that ensure the technical assistance team are fully compliant with the ERDF funding agreement and eligibility requirements throughout delivery of the programme. It will include, but is not limited to, compliance with relevant EU regulations and state aid law, the focus of activity on benefitting London and issues around confidentiality, sharing of information and data protection, open book accounting records, and EU and national publicity. The role of the GLA Programme Manager will be to monitor compliance but this monitoring does not relieve the Service Provider from ensuring its own compliance. A Programme Execution Plan, to be drawn up with the Service Provider once in contract, must reflect these requirements including the GLA Programme Manager's monitoring process.
- 3.32 In addition, the Programme Execution Plan will include a rigorous approval and sign off processes for key decisions and key documentation associated with programme activities.
- 3.33 As a recipient of ERDF funds the programme will be subject to 'On the Spot Verification' (OTSV). This monitoring visit will be carried out in accordance with the requirements set out in Article 125. This visit includes assessment of the programme in terms of delivery, spend and compliance with national and European requirements, including procurement and publicity. It will be the responsibility of the Service Provider to ensure compliance with this Article. The Programme Execution Plan will define management processes and controls to ensure that the core project team are aware of, and operate in, compliance with the specific guidance for claims and OTSV for grant-funded projects.
- 3.34 Financial management and control procedures and document management processes will also be identified in the Programme Execution Plan and will align to/or enable the relevant processes defined in requirements of the ESIF ERDF funding agreement terms.

Monitoring and reporting requirements

- 3.35 The Service Provider is required to collect and provide timely and accurate reporting to fully comply with the terms of the ERDF funding agreement. This includes specific reporting and provision of verification evidence in relation to key KPIs as set out in the KPI section of this document.
- 3.36 The technical assistance team will report to the GLA monthly and fortnightly on:
- performance against KPIs – current and forecast
 - activities and resource use for each workstream
 - programme-wide and project-specific risks and issues
 - timesheets for approval in advance of invoicing.
- 3.37 The technical assistance team will provide timely and accurate reporting of:
- overall GHG savings (tCO₂e)
 - household level savings (tCO₂e and kWh)
 - savings from each type of technology or measure (tCO₂e and kWh).

- 3.38 To evidence the energy savings (kWh) resulting from the installation of energy efficiency of renewable energy measures, the Service Provider must provide Standard Assessment Procedure (SAP) calculations.
- 3.39 In addition, to provide greater accuracy for installed measures, the Service Provider must collect and provide additional verification evidence that considers the following principles:
- the current performance of the installation or building element (e.g. the heat demand of a building, the efficiency of a heating system, or the area and existing U-Value of a wall)
 - the size and rating of the installation (e.g. the area of solar PV panels, the thickness of insulation used)
 - the location of the installation (e.g. whether solar PV panels are facing south, southwest or east)
 - the fuel which is being replaced or reduced (e.g. hot water from a solar thermal system could be offsetting gas consumption or electricity consumption)
 - the order in which installed measures are applied (e.g. energy savings resulting from the installation of a more efficient heating system are greater if it is installed before building fabric measures that reduce heat demand, though this would not be advisable as it would result in an oversized heating system).
- 3.40 Therefore, tCO₂e savings will be calculated by the Service Provider as follows, in line with the principles set out above and considering the relevant Department for Environment, Food and Rural Affairs /Department for Business, Energy and Industrial Strategy GHG factors:
- **building fabric retrofit:** reductions in demand for heating (kWh) will be calculated according to the modelled heating consumption of the dwelling before and after installation of the measure and multiplied by the GHG factor for the heating fuel
 - **new heating systems:** GHG savings will be calculated as follows: (building heat demand x efficiency of existing system x heating fuel GHG factor) – (building heat demand x efficiency of new system¹⁵ x heating fuel GHG factor)
 - **renewable energy:** outputs from the renewable energy installation will be calculated according to manufacturer's data, system size and location, and the GHG factor for the fuel that is being offset
 - **appliances, cooking, ventilation and lighting: this will be calculated as follows:** (estimated existing appliance energy consumption x GHG factor) – (new estimate new appliance energy consumption x GHG factor)
 - **whole house retrofit:** This will need to consider the GHG savings from the whole package of measures, in the order they are applied.
- 3.41 Outputs from the project must be measured in line with the recommendations in the 'Output Indicator Definitions Guidance for the European Regional Development Fund' (Version 6) and the housing-specific SAP methodology as required by the ERDF for reporting on the number of households with improved energy consumption classification¹⁶.

¹⁵From manufacturer's specification

¹⁶The Standard Assessment Procedure (SAP) is the methodology used by the UK Government to assess and compare the energy and environmental performance of dwellings. Its purpose is to provide accurate and reliable assessments of dwelling energy performances that are needed to underpin energy and environmental policy initiatives

- 3.42 Carbon savings from works facilitated by the project will be based on the amount of CO₂e saved in the calendar year after project completion, in line with 'Output Indicator Definitions Guidance for the European Regional Development Fund' (Version 6).

Project and pipeline reporting

- 3.43 The Service Provider will develop and provide the GLA with a **weekly project pipeline report** similar to the RE:NEW phase three programme pipeline provided in the specification appendices.
- 3.44 Information will be provided for each retrofit project as follows:
- during the project development stages - detail of the project's scope of works, the agreed type of energy saving measures, investment and fuel bill savings
 - following installation of measures - a summary of the energy saving measures installed and savings being made on the project
 - reporting information in line with ERDF requirements and frequency as stated in the ERDF funding agreement (included in the specification appendices).
- 3.45 The Service Provider will provide to the GLA a **monthly performance report** that should include but not be limited to the following areas and will cover both actual and forecast performance:
- 3.45.1 programme bonus performance report covering programme KPIs.
- 3.45.2 other information
- energy saved (kWh per annum)
 - total contract value (£)
 - number of support plans agreed
 - funding supported (£ million)¹⁷
 - procurement activities started
 - RE:NEW framework procurement and bidding activity
 - Information by project development status: identified, potential, pipeline, procurement, achieved. See appendix 5 for project stage categories.
 - number of Homes receiving retrofit (or contracted to receive retrofit depending on the relevant KPI)
 - annual GHG reductions (saving in tonnes of CO₂e) forecast and actual
 - oxides of nitrogen saved (tNOx per annum) forecast and actual
 - contract value (£) forecast and actual
 - organisations being supported including: number, stock in London, organisation type, support plan agreement date
- 3.45.3 resource plan

¹⁷ Refers to sources such as ECO or new finance/funding sources

- resources usage details and costs from previous period including hours per person shown per role and per work area
- forecast forward resource profile and costs
- forecast key deliverables.

ERDF reporting requirements

3.46 The Service Provider shall meet all ERDF reporting requirements including:

- progress reports to accompany GLA ERDF grant claims (providing details of staffing and resourcing, spend, progress towards delivery and achievement of the project objectives/activities, planned activity, expenditure forecast and outputs forecast; this should also provide sufficient detail to demonstrate successful delivery of the activities and deliverables and if there is any slippage of performance, measures being put in place to bring the project back on track
- output indicators C31 and C34 reporting (see the KPI section of this specification)
- evaluation requirements
- final monitoring report following the final monitoring visit
- ad-hoc reporting as necessary such as for an audit or verification visit, for example for OTSV visits, and any other compliance data requested by the ERDF managing Authority during the lifetime of the project.

3.47 All these documents shall be submitted in electronic format.

Risks, issues, opportunities and decisions

3.48 There will be a formal procedure to record all risks and issues, the approved actions or mitigations, and the timetable for implementing these. Risks and issues will also be raised with the GLA Programme Manager on an ad hoc basis.

Other programme reporting

3.49 In addition, the Service Provider will assist the GLA Programme Manager in providing timely and accurate reporting including, but not limited to, reporting on/to: manifesto commitments, Mayor's Office/GLA reports, Sponsors' Board, business plan performance, dashboards, input to finance monitoring and reporting, and reporting to the London Assembly (including Mayor's Questions) and Mayoral team (Note that most of these reporting requirements will already be satisfied through the reporting mechanisms described above).

Marketing and ERDF publicity requirements

3.50 Tenderers must set out in their tenders a proposed marketing and engagement approach including consideration of the below ERDF branding and publicity requirements¹⁸.

3.51 The appointed Service Provider must ensure that all staff involved, including sub-contractors, are aware of and implement the publicity requirements as set out in ERDF

¹⁸ www.gov.uk/government/publications/european-structural-and-investment-funds-programme-guidance

branding and publicity requirements¹⁹. These must also be incorporated into communications and marketing strategies and plans. Verbal reference must be made in events and meetings with beneficiaries to the contribution of ERDF.

- 3.52 The ERDF contribution to the project must be promoted through adherence to the guidance throughout the project life cycle.
- 3.53 In particular the Service Provider must ensure that the ERDF logo is correctly used on all project material including correspondence, posters, publicity tools, events, websites, promotion materials, exhibition banners, event invitations, case study material, job advertisements and other electronic material.
- 3.54 We will ensure that all staff involved, including sub-contractors, are aware of and implementing the publicity requirements as set out in the ERDF branding and publicity requirements. The Service Provider must also incorporate all requirements into communications and marketing strategies and plans. Verbal reference to the contribution of ERDF must be made in events and meetings with beneficiaries.
- 3.55 The Service Provider must retain all materials as proof of compliance with the Publicity Regulations.
- 3.56 Details of the approach must be written into a marketing and communications plan by the Service Provider and disseminated to the core team at the start of the project.
- 3.57 A key part of publicising the project will be to attend and present at retrofit-related conferences in the UK and abroad presenting updates on the project. Slides produced for such events must contain the ERDF logo.

Roles

GLA Roles

- 3.58 The GLA will be responsible for making strategic decisions in relation to the programme. These may include changes such as to the legal and contractual aspects, agreeing changes to the RE:NEW framework, creating or using alternative frameworks for retrofitting, agreeing changes to the operation of the technical assistance team and deciding on approaches to introduce additional funding to support the programme.
- 3.59 The GLA will provide a full time Programme Manager who will be the day-to-day client for this contract. The GLA Programme Manager has the overall responsibility in the GLA for the Homes Energy Efficiency Programme and use of the RE:NEW framework.
- 3.60 The GLA Programme Manager will:
 - oversee the overall management (including financial), operation and delivery of the technical assistance team
 - specify and receive various performance reports, request relevant information from the technical assistance team and act as a key contract contact point for questions, proposals or requests from the technical assistance team

¹⁹ www.gov.uk/government/publications/european-structural-and-investment-funds-programme-guidance

- oversee and quality assure the technical assistance teams delivery of contractual KPIs
 - be co-located with the technical assistance team for at least two days each week for at least the first six months of the programme, and at least one day each week thereafter. The Service Provider will be required to provide desk space and IT access to enable this
 - be the lead contact for the ERDF
 - oversee the overarching promotion and publicity of the programme
 - provide escalation support to the technical assistance team
 - interface with central government, the EU and other international institutions
- 3.61 The GLA will not provide any dedicated technical assistance to beneficiaries or any additional resources. Therefore, all resource will need to be provided by the Service Provider. Notwithstanding the GLA's intention to appoint a full time programme manager, no guarantees on support levels can be made, and therefore no assumptions of resourcing and support by the GLA can be made in tender responses.
- 3.62 It should also be noted that the GLA will not normally provide any office facilities for the technical assistance team at City Hall or its other buildings. However, there may be a possibility for hot-desking from time to time.

Technical Assistance Team Roles

- 3.63 A broad structure for the technical assistance team is outlined below. However, this is indicative only, and alternative proposals from tenderers are welcomed, if they adequately cover all the work areas outlined in this ITT. The indicative structure is as follows:
- 3.63.1 a technical assistance team Programme Director will be responsible for:
- ERDF compliance and administration (with support from the wider technical assistance team)
 - reporting on and escalating issues to the GLA Programme Manager
 - day to day team operation
 - ensuring the rationale for involvement is implemented effectively
 - managing the expansion of the programme's supported organisations
 - managing relationships with those organisations
 - accelerating use of, and overseeing projects run through, the RE:NEW framework of suppliers
 - ensuring accurate and timely reporting on projects' performance
- 3.63.2 the Programme Director will be supported by a Programme Management Office which will be responsible for
- managing project extranet and databases
 - recording contacts with supported organisations
 - co-ordinating and reporting on all aspects of the programme, including performance
 - compiling timesheets and invoices.

- 3.63.3 a range of technical specialists who will support beneficiaries to develop deep energy efficiency retrofit projects including through data analysis and stock assessment, advising on technical risks, advising on suitability of energy efficiency measures and whole house and area-based retrofit, and providing planning support
- 3.63.4 a finance and funding lead will be responsible for implementing workstream 2 – unlocking finance and funding, and will provide direct technical assistance to organisations in identifying and securing funding and finance, including through business model and business case development
- 3.63.5 a procurement lead will support clients with call off contracts and appointing suppliers
- 3.63.6 a customer engagement and marketing resource to build the pipeline and attract new organisations to the programme, leading on engagement with beneficiaries and publicising the programme
- 3.63.7 an innovation lead will identify, evaluate and develop new approaches to retrofit that have the potential to make a significant contribution to KPIs.

Beneficiary Roles

- 3.64 The beneficiary organisation (for example a housing association or London borough) will be expected to have an identifiable sponsor and a good level of senior level commitment as well as resource (staff and financial) to develop and deliver their London Homes Energy Efficiency Programme supported project. It will be important for the technical assistance team to use early beneficiary engagement to successfully set these expectations with clients and gain buy in within multiple-levels within beneficiary organisations. This will improve efficiency and effectiveness of technical assistance team and help ensure that successful projects are delivered.

Key knowledge, competencies and diversity

- 3.65 The successful Service Provider is expected to have the following knowledge and experience:
 - extensive knowledge of and experience in engaging organisations at a senior level, including advising budget holders
 - extensive knowledge of and experience in providing advice on development and delivery of deep home energy efficiency retrofit projects encompassing innovative approaches, and new methods of construction and technologies. Including net zero-energy, whole-house, and whole-place retrofit
 - extensive knowledge of and experience in advising on project development of deep home energy retrofit projects including:
 - stock analysis across tenures
 - business case analysis and development
 - technical risk assessment
 - energy efficiency measure combination including whole-house/whole-place approaches – including approaches to avoid unintended consequences, for example overheating

- tenant / cross tenure engagement
- planning issues related to energy retrofit – particularly in whole-house/whole-place approaches, and specific technologies including solid wall insulation, renewables and decentralised energy
- procurement including extensive knowledge of public sector procurement contracting processes.
- extensive knowledge of and ability to develop energy efficiency retrofit funding and finance options. Including:
 - business cases for investing housing revenue account and asset management investment
 - the availability of and terms of energy suppliers' ECO funding
 - domestic Renewable Heat Incentive
 - the Mayors Energy Efficiency Fund (MEEF) (and its predecessor, the London Energy Efficiency Fund (LEEF))
 - London borough carbon offset funds available through the Mayor's zero carbon homes standard
 - revolving loans
 - innovative business models including the performance-guarantee model used for the Mayor's Energy Leap Project
 - equity release schemes
 - demand-side response payments
 - brokering low-interest finance with investors
 - utilisation of a range of these finance and funding options for project investment
 - project and funding aggregation.
- extensive knowledge of innovative domestic energy efficiency delivery mechanisms and models for undertaking deep and 'hard-to-treat'²⁰ retrofit and understanding of roll-out approaches
- extensive knowledge and experience in developing and piloting area-based retrofit schemes in mixed tenure areas, experience of deep retrofit will be considered an advantage
- exemplary programme management experience, delivery of technical assistance under EU funded programmes will be considered an advantage
- experience in developing and managing complex multilevel and sector stakeholder relationships within sectors relevant to this programme including housing

²⁰ The Building Research Establishment defines hard to treat dwellings as homes that cannot accommodate 'staple' energy efficiency retrofit measures. These include homes that are off the gas network, have solid walls (or be of non-traditional construction), have no loft space, high-rise blocks, or any other homes where for technical and practical reasons staple retrofit cannot be undertaken.

associations, local authorities, supply chain, funding and finance providers, and government

- knowledge of local authority and housing associations core processes such as internal approval procedures

4. DELIVERABLES

Contract deliverables

- 4.1 The technical assistance team Service Provider will cover all the requirements set out and deliver the targets/KPIs stated in this Tender document.

5. KEY PERFORMANCE INDICATORS

Core KPIs (ERDF contractual Targets)

- 5.1 The technical assistance team is being established to achieve the following key performance indicators (KPIs) by the end of the three-year contract. These are ERDF contractual targets. These are subject to incentive measures as outlined in the *incentivisation scheme* section of this document.

Programme KPIs		ERDF Investment Area	Incentive Model Ref
Number of Homes receiving deep retrofit	50	Priority Axis 4 -C31	KPI 1
Annual GHG reductions (saving in tonnes of CO ₂ e)	124	Priority Axis 4 -C34	KPI 2

- KPI 1 - Number of Homes:** Evidenced delivery of supported deep retrofit projects as described in the ERDF Output Guidance for ERDF Priority Axis 4-C31: *"The delivery of energy efficiency improvements through installation of technologies, insulation or renewables...measured by the increase on the Standard Assessment Procedure (SAP) scale for the property, as measured in the English Housing Survey."*
 An average tCO₂e reduction of 60% per home must be achieved as a result of these retrofits. In some homes this level might be exceeded and in others it could be less – however, overall the annual tCO₂e saving target (KPI 2) will be reached as a direct result of the aggregate reductions across the number of homes target (KPI 1).
 The number of homes target can be exceeded, but at least 50 homes (the baseline KPI number), must demonstrate an average tCO₂e reduction of 60% across them. The primary evidence is a post-works SAP Assessment (a pre-works SAP Assessment must also be undertaken) for each home retrofitted.
- KPI 2 - Annual GHG reductions:** GHG savings will be calculated out as follows, in line with the principles set out above (savings are directly related to the SAP Assessment in KPI 1) and taking into account the relevant Government GHG factors:
 - building fabric retrofit: reductions in demand for heating (kWh) will be calculated according to the modelled heating consumption of the dwelling before and after installation of the measure and multiplied by the GHG factor for the heating fuel
 - new heating systems: GHG savings will be calculated as follows: (Building heat demand x efficiency of existing system x heating fuel GHG factor) – (Building heat demand x efficiency of new system x heating fuel GHG factor)
 - renewable energy: outputs from the renewable energy installation will be calculated according to manufacturer's data, system size and location, and the GHG factor for the fuel that is being offset
 - appliances, cooking, ventilation and lighting: this will be calculated as follows: (estimated existing appliance energy consumption x GHG factor) – (new estimate of new appliance energy consumption x GHG factor)
 - whole house retrofit: This will need to take into account the GHG savings from the whole package of measures, in the order they are applied.

5.2 Below is the programme KPI delivery profile for the core KPIs as agreed with the ERDF:

Number of households with improved energy consumption classification

Calendar Year	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
2019	0	0	0	0	0
2020	0	0	0	0	0
2021	0	0	0	20	20
2022	25	5	0	0	30

Estimated annual decrease of GHG

Calendar Year	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
2018	0	0	0	0	0
2019	0	0	0	0	0
2020	0	0	0	0	0
2021	0	0	0	50	50
2022	62	12			74

Core KPIs (GLA contractual Targets)

5.3 The technical assistance team will also achieve the following key performance indicators (KPIs) by the end of the three-year contract. These are GLA targets. These are subject to incentive measures as outlined in the *incentivisation scheme* section of this document (below). The key difference to the ERDF KPIs is that the GLA metric does not require the homes to be retrofitted (with savings verified) within the three-year programme lifetime. Instead, a signed contract for works between a supported organisation and a contractor is required as evidence (budget approval, a detailed specification for works and a Monitoring & Verification Plan may also be accepted at the GLA's discretion).

Programme KPIs		Incentive Model Ref
Number of Homes supported to achieve deep retrofit	1,678	KPI 3
Annual GHG reductions (saving in tonnes of CO ₂ e)	4,161	KPI 4

- KPI 3 - Number of Homes:** Evidenced delivery of supported deep retrofit projects as described in the ERDF Output Guidance for ERDF Priority Axis 4-C31: *"The delivery of energy efficiency improvements through installation of technologies, insulation or renewables...measured by the increase on the Standard Assessment Procedure (SAP) scale for the property, as measured in the English Housing Survey."*
 An average tCO₂e reduction of 60% per home must be achieved as a result of these retrofits (with supporting evidence even in those not physically installed within the lifetime of the contract. In some homes this level might be exceeded and in others it could be less – however, overall the annual CO₂e saving target (KPI 4) will be reached as a direct result of the aggregate reductions across the number of homes target (KPI 3).

The number of homes target can be exceeded, but at least 1,678 homes (the baseline KPI number), must demonstrate an average tCO₂e reduction of 60% across them.

- **KPI 4 - Annual GHG reductions:** GHG savings will be calculated out as follows, in line with the principles set out above (savings are directly related to the calculation of KPI 3) and taking into account the relevant Government GHG factors:
 - building fabric retrofit: reductions in demand for heating (kWh) will be calculated according to the modelled heating consumption of the dwelling before and after installation of the measure and multiplied by the GHG factor for the heating fuel
 - new heating systems: GHG savings will be calculated as follows: (Building heat demand x efficiency of existing system x heating fuel GHG factor) – (Building heat demand x efficiency of new system x heating fuel GHG factor)
 - renewable energy: outputs from the renewable energy installation will be calculated according to manufacturer's data, system size and location, and the GHG factor for the fuel that is being offset
 - appliances, cooking, ventilation and lighting: this will be calculated as follows: (estimated existing appliance energy consumption x GHG factor) – (new estimate of new appliance energy consumption x GHG factor)
 - whole house retrofit: This will need to take into account the GHG savings from the whole package of measures, in the order they are applied.

5.4 Below is the programme KPI delivery profile for the core GLA KPIs:

Number of households with improved energy consumption classification

Calendar Year	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
2019				60	60
2020	69	129	129	129	456
2021	175	176	176	177	704
2022	229	229			458

Estimated annual decrease of GHG

Calendar Year	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
2019	0	0	0	149	149
2020	171	320	320	320	1,131
2021	434	436	436	439	1,746
2022	568	568			1,136

Evidencing KPI achievement

- 5.5 The Service Provider must collate, calculate and verify KPIs to ensure that interventions are recorded and an audit trail is retained to prove their validity.

- 5.6 To evidence achievement of KPIs and other deliverables the technical assistance team will report progress against contractual KPIs each month to the GLA (ERDF metrics in bold), providing evidence including:
- signed Support Plans
 - procurement activities launched
 - signed contracts/framework call off contracts
 - **number of homes retrofitted** (per beneficiary, per scheme and since project start) – evidenced through signed contracts
 - **tonnes of carbon saved** (per beneficiary, scheme, per home and since project start) – evidenced through signed contracts
 - capital expenditure leveraged (per beneficiary, per scheme and since project start) – evidenced through signed contracts.
- 5.7 At project level the technical assistance team will collect data at each of the following stages:
- stage 1: Support Plan signed – a document which indicates the organisation's commitment in the programme at a senior level and allows the team to become fully involved
 - stage 2: contract evidence of work undertaken/contracted supplied to the project team. This will be reviewed and verified by the GLA Programme Manager
 - stage 3: carbon savings are verified and subject to audit.
- 5.8 To ensure impartiality and rigor, in addition to the GLA Programme Manager, the process for collating, calculating and verifying deliverables will be reviewed by the GLA's Economics Unit, who are experts in the verification of matters such as ensuring that additionality has been achieved and contributions to Key Performance Indicators can truly be claimed.

Allowable measures

- 5.9 To encourage deeper retrofit outcomes, 'basic energy efficiency measures' are not within scope when calculating the household KPI, and only harder retrofit measures are to be included (for both the household and CO₂e reduction KPIs). The exception being that they can be included as part of a package of measures ('whole house retrofit')
- 5.10 See below for an illustrative, non-exhaustive categorisation of measures. Other innovative technologies are anticipated to be included with a focus on multiple measures through whole-house retrofit and whole-place solutions. Non-SAP approved measures might be allowable to count towards GLA KPIs (at the GLA's discretion) but cannot count towards ERDF KPIs.

Basic and harder energy efficiency measures

Measure	Included in quantification
Heating and hot water	
More efficient storage heaters	No
Boiler replacement	No
Heating controls	No
Solar thermal	Yes
Water efficiency measures	No

Communal heating	Yes
Air source heat pump	Yes
Ground source heat pump	Yes
Water source heat pump	Yes
Warm water heat recovery system	Yes
Fuel switching (away from gas, oil, coal heating)	Yes
Thermal improvements	
Draught proofing	No
Chimney balloons	No
Loft insulation	No
Cavity wall insulation	No
Thermally efficient doors	No
Window upgrades	No
Floor insulation	Yes
Flat roof insulation	Yes (if not roof replacement)
Solid Wall Insulation (external and internal wall insulation)	Yes (if applied through an innovative approach and/or as part of a whole place solution*)
Party Wall Insulation	Yes
Power	
Smart meters/smart management systems/demand restriction systems	No (unless part of Whole House or Whole Place retrofit)
Solar PV	No, if claiming Feed-in Tariff [^]
Whole House Retrofit (i.e. multiple measures)	Yes
Whole Place Solution	Yes

* For example, Solid Wall Insulation across a multi-tenure block of flats would be a 'whole place solution' rather than a single measure on a house.

[^] Some excluded measures of course might form part of a whole house retrofit, although in line with ERDF stipulations, Solar PV would not count (if installed as an isolated measure) as an output if Feed-in Tariff was claimed.

Ancillary KPIs

- 5.11 In addition to delivering these short to medium term outputs over its three-year operation, the programme will explore innovative ways to help lay foundations for driving deeper carbon reduction for decades to come.
- 5.12 This strategic intent is reflective of the longer-term transition to achieving the Mayor's goal of London becoming a zero carbon city by 2050. That is, activities should prime and unlock opportunities after they have officially finished, helping build a sustainable and enduring market for deeper retrofit.
- 5.13 A project focused purely on CO₂e savings and the number of homes retrofitted may not help deliver these wider programme objectives (e.g. unlocking finance, growing the low-carbon economy and creating jobs, which may not lead directly to measurable carbon savings within the lifetime of the programme).
- 5.14 Therefore, the technical assistance team is also to pursue and record the following ancillary objectives throughout the programme:

Ancillary objective	Explanation
Number of cross tenure deep retrofit projects (with greatly improved energy efficiency rating)	Evidenced delivery of supported deep retrofit projects that are cross tenure (1 or more tenures)
Number of deep retrofit projects with self-sustaining business models (with greatly improved energy efficiency rating)	Evidenced delivery of supported projects with innovative business models that could expand the market for deep retrofit

Incentivisation scheme

5.15 The GLA wishes to ensure value for money and a continued focus on performance. An incentivisation scheme will therefore be used in conjunction with the KPIs.

5.16 The total potential value of the incentivisation scheme is £680,844.

5.17 A summary of incentivised KPIs follows.

Programme KPIs	Incentive value	Fee impact explanation	Target	Incentive scheme ref
Number of Homes receiving deep retrofit	£170,211	KPI profile delivered on time = gain (cumulative) percentage as per delivery profile KPI profile not delivered on time = no gain	50	KPI 1
Annual GHG reductions resulting from KPI 1 (saving in tonnes of CO ₂ e)	£170,211	KPI profile delivered on time = gain (cumulative) percentage as per delivery profile KPI profile not delivered on time = no gain	124	KPI 2
Number of Homes contracted to receive deep retrofit	£170,211	KPI profile delivered on time = gain (cumulative) percentage as per delivery profile KPI profile not delivered on time = no gain	1,678	KPI 3
Annual GHG reductions resulting from KPI 3 (saving in tonnes of CO ₂ e)	£170,211	KPI profile delivered on time = gain (cumulative) percentage as per delivery profile KPI profile not delivered on time = no gain	4,161	KPI 4
TOTAL	£680,844			

5.18 Incentivisation will be calculated on a quarterly basis.

5.19 Achievement of KPIs will result in bonus payments to the Service Provider. As provided in the Contract, the Service Provider may invoice the GLA for a bonus payment the following month. If KPIs for any given quarter are missed, and the Service Provider subsequently meets these, then the missed bonus can be claimed at the end of the quarter in which the KPIs are achieved. This applies for the duration of the contract.

6. PROGRAMME BUDGET AND FUNDING

- 6.1 The maximum budget, allocated over the three and a half years of this contract, is £3,404,218 exclusive of VAT. Half of this will come from the European Regional Development Fund (ERDF) and half from GLA budgets. Of this £680,844 is subject to incentivisation measures as detailed in the *incentivisation scheme* section of this specification. Service Provider s should assume all incentivised KPIs are achieved and therefore bid against the £3,404,218 value (exclusive of VAT).
- 6.2 In addition to the maximum budget for this contract, an additional £194,482 is budgeted to deliver of the following in relation to the programme. This budget is not included within this Contract. It is available to support delivery of the programme as follows:
- £36,000 for summative evaluation work.
 - £59,324 to develop ideas generated by the technical assistance team innovation unit or the GLA programme manager which may require specialist consultancy support. This funding will support more innovative elements of the project, developing and testing new ideas and approaches to energy efficiency retrofit which could enhance cost effectiveness and help to further reduce household carbon emissions.
 - £99,158 for additional delivery costs, including for legal fees related to the development of potential innovative delivery methods.
- 6.1 Below is an outline of the anticipated spend profile over the three-year period. This is for illustrative purposes only and assumes that the Service Provider achieves all incentivised KPIs and so receives the entire 20% available bonus payments (worth £680,844) across the years. Failure to achieve KPIs would result in a corresponding reduction of spend.

Estimated running costs of technical assistance team	Year 1 (£)	Year 2 (£)	Year 3 (£)	Total (£)
Technical Support	£730,503	£718,925	£730,427	£2,179,855
Engagement & Programme Management	£438,747	£389,691	£395,926	£1,224,364
Total	£1,169,250	£1,108,616	£1,126,353	£3,404,218

- 6.2 It is expected that the GLA will be invoiced monthly for defrayed expenditure incurred within the terms of this Contract.

ERDF funding

- 6.3 ERDF match funding has been secured by the GLA under a grant agreement.
- 6.4 Additional funding could come through several routes, and the technical assistance team will provide reasonable support to help secure or apply for any such opportunities. These could include funding from government or through a government sponsored body, or from European funding sources.

**TECHNICAL ASSISTANCE TEAM FOR
THE LONDON HOMES ENERGY EFFICIENCY PROGRAMME
CONSULTANTS GRADE DEFINITIONS**

Partner/Director

General	<p>For a partnership, a Partner in the practice; for a limited company, any employee who carries the title “Director” (or “Associate Director” or other similar title) and who is normally chargeable to projects. Member of a company generally in overall charge of the management, policy and conduct of the firm’s business including maintaining effective communication channels and is able to commit the company to undertake all major contracts.</p> <p>Responsible for all grades of personnel.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several major programmes. • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Overall responsibility for project(s) and for supervision, control and development of subordinate personnel. • Significant management responsibility and direction within the consultancy including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Develop client relationships. • • Review enquiries for consultancy services, prepare fee proposals and negotiate commissions. • Manage and control all the personnel efficiently, and in compliance with all relevant statutory instruments procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Develop and maintain effective communication channels, between the consultancy and the Contracting Authority and external contractors and other bodies as necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Oversee all commission activities and ensure full adherence. • Comply with all the projects safety and quality assurance procedures and requirements, including audits, and ensure that all consultancy personnel do likewise. • Facilitate and ensure that training needs, both personal and that of the consultancy personnel, are identified and addressed.

**TECHNICAL ASSISTANCE TEAM FOR
THE LONDON HOMES ENERGY EFFICIENCY PROGRAMME
CONSULTANTS GRADE DEFINITIONS**

Principal Consultant

General	<p>Reporting to Partner / Director. Member of a company who is able to deputise for the Director. The person will have the ability to manage and control teams and ensure that there are sufficient teams of personnel assigned to commissions.</p> <p>Responsible for all grades of consultants and support staff.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several programmes. • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Must have substantial experience and technical skills appropriate to the discipline. • Responsibility for project(s) and for supervision, control and development of senior consultants, consultants and junior personnel. • Significant management responsibility and direction within the Consultancy including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Partner/Director on all aspects of the project. • Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement, delivery methods. • Communicate effectively with other members of the project team and with other Contracting Authority's departments and external contractors and bodies where necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Supervise, control and develop personnel assigned. • Ensure that the team's activities meet the objectives of the commission. • Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise. • Ensure that all appropriate training, both personal and that the team personnel, is undertaken.

**TECHNICAL ASSISTANCE TEAM FOR
THE LONDON HOMES ENERGY EFFICIENCY PROGRAMME
CONSULTANTS GRADE DEFINITIONS**

Senior Consultant

General	<p>Reporting to Partner / Director or Principal Consultant. Person holding corporate membership of a professional body recognised by the Contracting Authority and has the ability to demonstrate key involvement in delivering projects of high value and complexity.</p> <p>Responsible for all grades of consultants and support staff on behalf of the Director/Partner and Principal Consultant.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several programmes / projects • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Must have substantial experience and technical skills appropriate to the discipline. • Responsibility for project(s) and for supervision, control and development of consultants and junior personnel. • Significant management responsibility and direction within the organisation including client liaison, specialist skills or experience.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Partner/Director or Principal Consultant on all aspects of the Project. • Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement, delivery methods. • Communicate effectively with other members of the Project Team and with other Contracting Authority's departments and external contractors and bodies where necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Supervise, control and develop personnel assigned. • Ensure that the team's activities meet the objectives of the commission. • Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise. • Ensure that all appropriate training, both personal and that the team personnel, is undertaken.

**TECHNICAL ASSISTANCE TEAM FOR
THE LONDON HOMES ENERGY EFFICIENCY PROGRAMME
CONSULTANTS GRADE DEFINITIONS**

Consultant

General	<p>Reporting to Principal Consultant / Senior Consultant. A person with the ability to assist in the management and control of a project team to ensure delivery of the required projects.</p> <p>Responsible for Junior Consultant / administration staff</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none"> • Hold appropriate professional qualifications applicable to the discipline commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several projects • Must have some experience and technical skills appropriate to the discipline. • Responsibility for project(s) and for supervision, control and development of junior personnel.
Responsibilities	<ul style="list-style-type: none"> • Deputise for the Principal Consultant/ Senior Consultant on all aspects of the project. • Assist in the management and control of a project team of consultants to ensure efficiency and compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement, delivery methods. • Communicate effectively with other members of the Project Team and with other Contracting Authority's departments and external contractors and bodies as necessary. • Supervise, control and develop personnel assigned. • Ensure that own and assigned personnel activities meet the objectives of the commission. • Comply with all safety and quality assurance requirements and ensure that all team personnel to likewise. • Ensure that all appropriate training, both personal and that of assigned personnel, is undertaken.

**TECHNICAL ASSISTANCE TEAM FOR
THE LONDON HOMES ENERGY EFFICIENCY PROGRAMME
CONSULTANTS GRADE DEFINITIONS**

Junior consultant

General	<p>Reporting to Senior Consultant/Consultant. A person with the relevant experience capable of working on some aspects of the delivery of the required project.</p> <p>Responsible for support staff.</p>
Typical Education /Qualifications and Experience	<ul style="list-style-type: none">• Must have relevant work experience in at least one completed project.
Responsibilities	<ul style="list-style-type: none">• Assist the Consultant where appropriate.• Supervise the support staff assigned (if appropriate).• Work in compliance and ensure that all assigned personnel comply with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement, delivery methods.• Ensure that own and assigned personnel's activities meet the objectives of the commission.• Comply with all safety and quality assurance requirements and ensure that all assigned personnel do likewise.• Ensure that all appropriate personal training is undertaken.

Contract gain (at risk percentage)	20%
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Gain share potential	£	680,844
Total at risk	£	680,844
Value of Services not subject to Incentivisation	£	2,723,374
Total potential value of Services	£	3,404,218

Service Element	KPI	Explanation	Monitoring Method / Metrics	Monitoring Period	Weighting	Baseline	Unit	Actual Value	Unit	Target	(Unweighted) Fee Impact Explanation	Unweighted % Impact	Fee Impact	Max Fee Impact
	KPIs subject to gain													
	KPI 1 Delivery to Core KPIs - (Homes) ERDF Priority Axis 4 -C31	Evidenced delivery of supported deep retrofit projects as described in ERDF Output Guidance (Version 6*), or similar, in line with pre-agreed KPI delivery profile for ERDF Priority Axis 4-C31: "The delivery of energy efficiency improvements through installation of technologies, insulation or renewables...measured by the increase on the Standard Assessment Procedure (SAP) scale for the property, as measured in the English Housing Survey." An average tCO2e reduction of 60% per home must be achieved as a result of these retrofits. In some homes this level might be exceeded and in others it could be less – however, overall the annual CO2e saving target (KPI 2) will be reached as a direct result of the aggregate reductions across the number of homes target (KPI 1). The number of homes target can be exceeded, but at least 50 homes (the baseline KPI number), must demonstrate an average tCO2e reduction of 60% across them.	The key measurement will be the timely delivery of the KPI delivery profile. The improved energy consumption will be measured by assessing the position on the SAP scale of a property in which improvements are made, before and after they are installed. Records should relate specifically to individual properties and include: •SAP assessment prior to improvements being undertaken •SAP assessment following improvements. This metric therefore requires homes to be retrofitted and the savings verified within the three year programme lifetime	Quarterly	25%	50	KPI profile	50	Final number of homes supported	=50	KPI profile delivered on time = gain (cumulative) percentage as per delivery profile KPI profile not delivered on time = no gain	100%	£ 170,211	£ 170,211
	KPI 2 Delivery to Core KPIs - greenhouse gases (as CO2e) ERDF Priority Axis 4 -C34	Evidenced delivery of supported deep retrofit projects: - with estimated annual decrease of greenhouse gases (GHG) in line with pre-agreed KPI delivery profile for ERDF Priority Axis 4 -C34, as described in ERDF Output Guidance (Version 6*), or similar.	The key measurement will be the timely delivery of the KPI delivery profile. GHG savings will be calculated out as follows, in line with the principles set out above and taking into account the relevant Government GHG factors: •Building fabric retrofit: reductions in demand for heating (kWh) will be calculated according to the modelled heating consumption of the dwelling before and after installation of the measure and multiplied by the GHG factor for the heating fuel •New heating systems: GHG savings will be calculated as follows: (Building heat demand x efficiency of existing system x heating fuel GHG factor) – (Building heat demand x efficiency of new system x heating fuel GHG factor) •Renewable energy: outputs from the renewable energy installation will be calculated according to manufacturer's data, system size and location, and the GHG factor for the fuel that is being offset •Appliances, cooking, ventilation and lighting: this will be calculated as follows: (estimated existing appliance energy consumption x GHG factor) – (estimate of new appliance energy consumption x GHG factor) •Whole house retrofit: This will need to take into account the GHG savings from the whole package of measures, in the order they are applied	Quarterly	25%	124	KPI profile	124	Final tCO2e supported	=100%	KPI profile delivered on time = gain (cumulative) percentage as per delivery profile KPI profile not delivered on time = no gain	100%	£ 170,211	£ 170,211
	KPI 3 GLA Homes target	Evidenced delivery of supported deep retrofit projects as described in ERDF Output Guidance (Version 6*), or similar, in line with pre-agreed GLA KPI delivery profile: "The delivery of energy efficiency improvements through installation of technologies, insulation or renewables...measured by the increase on the Standard Assessment Procedure (SAP) scale for the property, as measured in the English Housing Survey**" An average tCO2e reduction of 60% per home must be achieved as a result of these retrofits. In some homes this level might be exceeded and in others it could be less – however, overall the annual CO2e saving target (KPI 4) will be reached as a direct result of the aggregate reductions across the number of homes target (KPI 3). The number of homes target can be exceeded, but at least 1,678 homes (the baseline KPI number), must demonstrate an average tCO2e reduction of 60% across them.	The key measurement will be the timely delivery of the KPI delivery profile. KPI evidence required is a signed contract for works between a supported organisation and a contractor (budget approval, a detailed specification for works and a Monitoring & Verification Plan may also be accepted at the GLA's discretion).	Quarterly	25%	1,678	KPI profile	1,678	Final number of homes retrofitted	=1,678	KPI profile delivered on time = gain (cumulative) percentage as per delivery profile KPI profile not delivered on time = no gain	100%	£ 170,211	£ 170,211
	KPI 4 GLA greenhouse gases (as CO2e target)	Evidenced delivery of supported deep retrofit projects: - with estimated annual decrease of GHG in line with pre-agreed GLA KPI delivery profile, as described in ERDF Output Guidance (Version 6*), or similar.	The key measurement will be the timely delivery or otherwise of the KPI delivery profile. GHG savings will be calculated out as follows, in line with the principles set out above and taking into account the relevant Government GHG factors: •Building fabric retrofit: reductions in demand for heating (kWh) will be calculated according to the modelled heating consumption of the dwelling before and after installation of the measure and multiplied by the GHG factor for the heating fuel •New heating systems: GHG savings will be calculated as follows: (Building heat demand x efficiency of existing system x heating fuel GHG factor) – (Building heat demand x efficiency of new system x heating fuel GHG factor) •Renewable energy: outputs from the renewable energy installation will be calculated according to manufacturer's data, system size and location, and the GHG factor for the fuel that is being offset •Appliances, cooking, ventilation and lighting: this will be calculated as follows: (estimated existing appliance energy consumption x GHG factor) – (estimate of new appliance energy consumption x GHG factor) •Whole house retrofit: This will need to take into account the GHG savings from the whole package of measures, in the order they are applied	Quarterly	25%	4,161	KPI profile	4,161	Final tCO2e from retrofitted homes	=100%	KPI profile delivered on time = gain (cumulative) percentage as per delivery profile KPI profile not delivered on time = no gain	100%	£ 170,211	£ 170,211
* Provided in ITT appendices												TOTALS	£ 680,844	£ 680,844

Notes To incentivise delivery of KPIs in line with trajectory the following apply: # if a KPI is achieved ahead of schedule it can be banked but cannot be claimed until the relevant quarter									
	KPI 1			KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	0	0%		0	0%	0	0%	0	0%
	1	0%		1	0%	1	2%	1	1%
	2	0%		2	0%	2	4%	2	2%
	3	0%		3	0%	3	6%	3	2%
	4	0%		4	0%	4	8%	4	3%
	5	0%		5	0%	5	10%	5	4%
	6	0%		6	0%	6	12%	6	5%
	7	0%		7	0%	7	14%	7	6%
	8	0%		8	0%	8	16%	8	6%
	9	1%		9	0%	9	18%	9	7%
	10	1%		10	0%	10	20%	10	8%
	11	1%		11	0%	11	22%	11	9%
	12	1%		12	0%	12	24%	12	10%
	13	1%		13	0%	13	26%	13	10%
	14	1%		14	0%	14	28%	14	11%
	15	1%		15	0%	15	30%	15	12%
	16	1%		16	0%	16	32%	16	13%
	17	1%		17	0%	17	34%	17	14%
	18	1%		18	0%	18	36%	18	15%
	19	1%		19	0%	19	38%	19	15%
	20	1%		20	0%	20	40%	20	16%
	21	1%		21	1%	21	42%	21	17%
	22	1%		22	1%	22	44%	22	18%
	23	1%		23	1%	23	46%	23	19%
	24	1%		24	1%	24	48%	24	19%
	25	1%		25	1%	25	50%	25	20%
	26	2%		26	1%	26	52%	26	21%
	27	2%		27	1%	27	54%	27	22%
	28	2%		28	1%	28	56%	28	23%
	29	2%		29	1%	29	58%	29	23%
	30	2%		30	1%	30	60%	30	24%
	31	2%		31	1%	31	62%	31	25%
	32	2%		32	1%	32	64%	32	26%
	33	2%		33	1%	33	66%	33	27%
	34	2%		34	1%	34	68%	34	27%
	35	2%		35	1%	35	70%	35	28%
	36	2%		36	1%	36	72%	36	29%
	37	2%		37	1%	37	74%	37	30%
	38	2%		38	1%	38	76%	38	31%
	39	2%		39	1%	39	78%	39	31%
	40	2%		40	1%	40	80%	40	32%
	41	2%		41	1%	41	82%	41	33%
	42	3%		42	1%	42	84%	42	34%
	43	3%		43	1%	43	86%	43	35%
	44	3%		44	1%	44	88%	44	35%
	45	3%		45	1%	45	90%	45	36%
	46	3%		46	1%	46	92%	46	37%
	47	3%		47	1%	47	94%	47	38%
	48	3%		48	1%	48	96%	48	39%
	49	3%		49	1%	49	98%	49	40%
	50	3%		50	1%	50	100%	50	40%
	51	3%		51	1%			51	41%
	52	3%		52	1%			52	42%
	53	3%		53	1%			53	43%
	54	3%		54	1%			54	44%
	55	3%		55	1%			55	44%
	56	3%		56	1%			56	45%
	57	3%		57	1%			57	46%
	58	3%		58	1%			58	47%
	59	4%		59	1%			59	48%
	60	4%		60	1%			60	48%
	61	4%		61	1%			61	49%
	62	4%		62	1%			62	50%
	63	4%		63	2%			63	51%
	64	4%		64	2%			64	52%
	65	4%		65	2%			65	52%
	66	4%		66	2%			66	53%
	67	4%		67	2%			67	54%
	68	4%		68	2%			68	55%
	69	4%		69	2%			69	56%
	70	4%		70	2%			70	56%
	71	4%		71	2%			71	57%
	72	4%		72	2%			72	58%
	73	4%		73	2%			73	59%
	74	4%		74	2%			74	60%
	75	4%		75	2%			75	60%
	76	5%		76	2%			76	61%
	77	5%		77	2%			77	62%
	78	5%		78	2%			78	63%
	79	5%		79	2%			79	64%

	KPI 1		KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	80	5%	80	2%			80	65%
	81	5%	81	2%			81	65%
	82	5%	82	2%			82	66%
	83	5%	83	2%			83	67%
	84	5%	84	2%			84	68%
	85	5%	85	2%			85	69%
	86	5%	86	2%			86	69%
	87	5%	87	2%			87	70%
	88	5%	88	2%			88	71%
	89	5%	89	2%			89	72%
	90	5%	90	2%			90	73%
	91	5%	91	2%			91	73%
	92	5%	92	2%			92	74%
	93	6%	93	2%			93	75%
	94	6%	94	2%			94	76%
	95	6%	95	2%			95	77%
	96	6%	96	2%			96	77%
	97	6%	97	2%			97	78%
	98	6%	98	2%			98	79%
	99	6%	99	2%			99	80%
	100	6%	100	2%			100	81%
	101	6%	101	2%			101	81%
	102	6%	102	2%			102	82%
	103	6%	103	2%			103	83%
	104	6%	104	2%			104	84%
	105	6%	105	3%			105	85%
	106	6%	106	3%			106	85%
	107	6%	107	3%			107	86%
	108	6%	108	3%			108	87%
	109	6%	109	3%			109	88%
	110	7%	110	3%			110	89%
	111	7%	111	3%			111	90%
	112	7%	112	3%			112	90%
	113	7%	113	3%			113	91%
	114	7%	114	3%			114	92%
	115	7%	115	3%			115	93%
	116	7%	116	3%			116	94%
	117	7%	117	3%			117	94%
	118	7%	118	3%			118	95%
	119	7%	119	3%			119	96%
	120	7%	120	3%			120	97%
	121	7%	121	3%			121	98%
	122	7%	122	3%			122	98%
	123	7%	123	3%			123	99%
	124	7%	124	3%			124	100%
	125	7%	125	3%				
	126	8%	126	3%				
	127	8%	127	3%				
	128	8%	128	3%				
	129	8%	129	3%				
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	142	8%	142	3%				
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	158	9%	158	4%				
	159	9%	159	4%				
	160	10%	160	4%				
	161	10%	161	4%				
	162	10%	162	4%				
	163	10%	163	4%				
	164	10%	164	4%				
	165	10%	165	4%				
	166	10%	166	4%				

	KPI 1		KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	167	10%	167	4%				
	168	10%	168	4%				
	169	10%	169	4%				
	170	10%	170	4%				
	171	10%	171	4%				
	172	10%	172	4%				
	173	10%	173	4%				
	174	10%	174	4%				
	175	10%	175	4%				
	176	10%	176	4%				
	177	11%	177	4%				
	178	11%	178	4%				
	179	11%	179	4%				
	180	11%	180	4%				
	181	11%	181	4%				
	182	11%	182	4%				
	183	11%	183	4%				
	184	11%	184	4%				
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	187	11%	187	4%				
	188	11%	188	5%				
	189	11%	189	5%				
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	250	15%	250	6%				
	251	15%	251	6%				
	252	15%	252	6%				
	253	15%	253	6%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	254	15%		254	6%						
	255	15%		255	6%						
	256	15%		256	6%						
	257	15%		257	6%						
	258	15%		258	6%						
	259	15%		259	6%						
	260	15%		260	6%						
	261	16%		261	6%						
	262	16%		262	6%						
	263	16%		263	6%						
	264	16%		264	6%						
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	337	20%		337	8%						
	338	20%		338	8%						
	339	20%		339	8%						
	340	20%		340	8%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	341	20%		341	8%						
	342	20%		342	8%						
	343	20%		343	8%						
	344	21%		344	8%						
	345	21%		345	8%						
	346	21%		346	8%						
	347	21%		347	8%						
	348	21%		348	8%						
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	361	22%		361	9%						
	362	22%		362	9%						
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	387	23%		387	9%						
	388	23%		388	9%						
	389	23%		389	9%						
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	394	23%		394	9%						
	395	24%		395	9%						
	396	24%		396	10%						
	397	24%		397	10%						
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	411	24%		411	10%						
	412	25%		412	10%						
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	422	25%		422	10%						
	423	25%		423	10%						
	424	25%		424	10%						
	425	25%		425	10%						
	426	25%		426	10%						
	427	25%		427	10%						

	KPI 1		KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	428	26%	428	10%				
	429	26%	429	10%				
	430	26%	430	10%				
	431	26%	431	10%				
	432	26%	432	10%				
	433	26%	433	10%				
	434	26%	434	10%				
	435	26%	435	10%				
	436	26%	436	10%				
	437	26%	437	11%				
	438	26%	438	11%				
	439	26%	439	11%				
	440	26%	440	11%				
	441	26%	441	11%				
	442	26%	442	11%				
	443	26%	443	11%				
	444	26%	444	11%				
	445	27%	445	11%				
	446	27%	446	11%				
	447	27%	447	11%				
	448	27%	448	11%				
	449	27%	449	11%				
	450	27%	450	11%				
	451	27%	451	11%				
	452	27%	452	11%				
	453	27%	453	11%				
	454	27%	454	11%				
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	457	27%	457	11%				
	458	27%	458	11%				
	459	27%	459	11%				
	460	27%	460	11%				
	461	27%	461	11%				
	462	28%	462	11%				
	463	28%	463	11%				
	464	28%	464	11%				
	465	28%	465	11%				
	466	28%	466	11%				
	467	28%	467	11%				
	468	28%	468	11%				
	469	28%	469	11%				
	470	28%	470	11%				
	471	28%	471	11%				
	472	28%	472	11%				
	473	28%	473	11%				
	474	28%	474	11%				
	475	28%	475	11%				
	476	28%	476	11%				
	477	28%	477	11%				
	478	28%	478	11%				
	479	29%	479	12%				
	480	29%	480	12%				
	481	29%	481	12%				
	482	29%	482	12%				
	483	29%	483	12%				
	484	29%	484	12%				
	485	29%	485	12%				
	486	29%	486	12%				
	487	29%	487	12%				
	488	29%	488	12%				
	489	29%	489	12%				
	490	29%	490	12%				
	491	29%	491	12%				
	492	29%	492	12%				
	493	29%	493	12%				
	494	29%	494	12%				
	495	29%	495	12%				
	496	30%	496	12%				
	497	30%	497	12%				
	498	30%	498	12%				
	499	30%	499	12%				
	500	30%	500	12%				
	501	30%	501	12%				
	502	30%	502	12%				
	503	30%	503	12%				
	504	30%	504	12%				
	505	30%	505	12%				
	506	30%	506	12%				
	507	30%	507	12%				
	508	30%	508	12%				
	509	30%	509	12%				
	510	30%	510	12%				
	511	30%	511	12%				
	512	31%	512	12%				
	513	31%	513	12%				
	514	31%	514	12%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	515	31%		515	12%						
	516	31%		516	12%						
	517	31%		517	12%						
	518	31%		518	12%						
	519	31%		519	12%						
	520	31%		520	12%						
	521	31%		521	13%						
	522	31%		522	13%						
	523	31%		523	13%						
	524	31%		524	13%						
	525	31%		525	13%						
	526	31%		526	13%						
	527	31%		527	13%						
	528	31%		528	13%						
	529	32%		529	13%						
	530	32%		530	13%						
	531	32%		531	13%						
	532	32%		532	13%						
	533	32%		533	13%						
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	535	32%		535	13%						
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	538	32%		538	13%						
	539	32%		539	13%						
	540	32%		540	13%						
	541	32%		541	13%						
	542	32%		542	13%						
	543	32%		543	13%						
	544	32%		544	13%						
	545	32%		545	13%						
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	562	33%		562	14%						
	563	34%		563	14%						
	564	34%		564	14%						
	565	34%		565	14%						
	566	34%		566	14%						
	567	34%		567	14%						
	568	34%		568	14%						
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	579	35%		579	14%						
	580	35%		580	14%						
	581	35%		581	14%						
	582	35%		582	14%						
	583	35%		583	14%						
	584	35%		584	14%						
	585	35%		585	14%						
	586	35%		586	14%						
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	595	35%		595	14%						
	596	36%		596	14%						
	597	36%		597	14%						
	598	36%		598	14%						
	599	36%		599	14%						
	600	36%		600	14%						
	601	36%		601	14%						

	KPI 1		KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	602	36%	602	14%				
	603	36%	603	14%				
	604	36%	604	15%				
	605	36%	605	15%				
	606	36%	606	15%				
	607	36%	607	15%				
	608	36%	608	15%				
	609	36%	609	15%				
	610	36%	610	15%				
	611	36%	611	15%				
	612	36%	612	15%				
	613	37%	613	15%				
	614	37%	614	15%				
	615	37%	615	15%				
	616	37%	616	15%				
	617	37%	617	15%				
	618	37%	618	15%				
	619	37%	619	15%				
	620	37%	620	15%				
	621	37%	621	15%				
	622	37%	622	15%				
	623	37%	623	15%				
	624	37%	624	15%				
	625	37%	625	15%				
	626	37%	626	15%				
	627	37%	627	15%				
	628	37%	628	15%				
	629	37%	629	15%				
	630	38%	630	15%				
	631	38%	631	15%				
	632	38%	632	15%				
	633	38%	633	15%				
	634	38%	634	15%				
	635	38%	635	15%				
	636	38%	636	15%				
	637	38%	637	15%				
	638	38%	638	15%				
	639	38%	639	15%				
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	641	38%	641	15%				
	642	38%	642	15%				
	643	38%	643	15%				
	644	38%	644	15%				
	645	38%	645	16%				
	646	38%	646	16%				
	647	39%	647	16%				
	648	39%	648	16%				
	649	39%	649	16%				
	650	39%	650	16%				
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	661	39%	661	16%				
	662	39%	662	16%				
	663	40%	663	16%				
	664	40%	664	16%				
	665	40%	665	16%				
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	675	40%	675	16%				
	676	40%	676	16%				
	677	40%	677	16%				
	678	40%	678	16%				
	679	40%	679	16%				
	680	41%	680	16%				
	681	41%	681	16%				
	682	41%	682	16%				
	683	41%	683	16%				
	684	41%	684	16%				
	685	41%	685	16%				
	686	41%	686	16%				
	687	41%	687	17%				
	688	41%	688	17%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	689	41%		689	17%						
	690	41%		690	17%						
	691	41%		691	17%						
	692	41%		692	17%						
	693	41%		693	17%						
	694	41%		694	17%						
	695	41%		695	17%						
	696	41%		696	17%						
	697	42%		697	17%						
	698	42%		698	17%						
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	711	42%		711	17%						
	712	42%		712	17%						
	713	42%		713	17%						
	714	43%		714	17%						
	715	43%		715	17%						
	716	43%		716	17%						
	717	43%		717	17%						
	718	43%		718	17%						
	719	43%		719	17%						
	720	43%		720	17%						
	721	43%		721	17%						
	722	43%		722	17%						
	723	43%		723	17%						
	724	43%		724	17%						
	725	43%		725	17%						
	726	43%		726	17%						
	727	43%		727	17%						
	728	43%		728	17%						
	729	43%		729	18%						
	730	44%		730	18%						
	731	44%		731	18%						
	732	44%		732	18%						
	733	44%		733	18%						
	734	44%		734	18%						
	735	44%		735	18%						
	736	44%		736	18%						
	737	44%		737	18%						
	738	44%		738	18%						
	739	44%		739	18%						
	740	44%		740	18%						
	741	44%		741	18%						
	742	44%		742	18%						
	743	44%		743	18%						
	744	44%		744	18%						
	745	44%		745	18%						
	746	44%		746	18%						
	747	45%		747	18%						
	748	45%		748	18%						
	749	45%		749	18%						
	750	45%		750	18%						
	751	45%		751	18%						
	752	45%		752	18%						
	753	45%		753	18%						
	754	45%		754	18%						
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	759	45%		759	18%						
	760	45%		760	18%						
	761	45%		761	18%						
	762	45%		762	18%						
	763	45%		763	18%						
	764	46%		764	18%						
	765	46%		765	18%						
	766	46%		766	18%						
	767	46%		767	18%						
	768	46%		768	18%						
	769	46%		769	18%						
	770	46%		770	19%						
	771	46%		771	19%						
	772	46%		772	19%						
	773	46%		773	19%						
	774	46%		774	19%						
	775	46%		775	19%						

	KPI 1		KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	776	46%	776	19%				
	777	46%	777	19%				
	778	46%	778	19%				
	779	46%	779	19%				
	780	46%	780	19%				
	781	47%	781	19%				
	782	47%	782	19%				
	783	47%	783	19%				
	784	47%	784	19%				
	785	47%	785	19%				
	786	47%	786	19%				
	787	47%	787	19%				
	788	47%	788	19%				
	789	47%	789	19%				
	790	47%	790	19%				
	791	47%	791	19%				
	792	47%	792	19%				
	793	47%	793	19%				
	794	47%	794	19%				
	795	47%	795	19%				
	796	47%	796	19%				
	797	47%	797	19%				
	798	48%	798	19%				
	799	48%	799	19%				
	800	48%	800	19%				
	801	48%	801	19%				
	802	48%	802	19%				
	803	48%	803	19%				
	804	48%	804	19%				
	805	48%	805	19%				
	806	48%	806	19%				
	807	48%	807	19%				
	808	48%	808	19%				
	809	48%	809	19%				
	810	48%	810	19%				
	811	48%	811	19%				
	812	48%	812	20%				
	813	48%	813	20%				
	814	49%	814	20%				
	815	49%	815	20%				
	816	49%	816	20%				
	817	49%	817	20%				
	818	49%	818	20%				
	819	49%	819	20%				
	820	49%	820	20%				
	821	49%	821	20%				
	822	49%	822	20%				
	823	49%	823	20%				
	824	49%	824	20%				
	825	49%	825	20%				
	826	49%	826	20%				
	827	49%	827	20%				
	828	49%	828	20%				
	829	49%	829	20%				
	830	49%	830	20%				
	831	50%	831	20%				
	832	50%	832	20%				
	833	50%	833	20%				
	834	50%	834	20%				
	835	50%	835	20%				
	836	50%	836	20%				
	837	50%	837	20%				
	838	50%	838	20%				
	839	50%	839	20%				
	840	50%	840	20%				
	841	50%	841	20%				
	842	50%	842	20%				
	843	50%	843	20%				
	844	50%	844	20%				
	845	50%	845	20%				
	846	50%	846	20%				
	847	50%	847	20%				
	848	51%	848	20%				
	849	51%	849	20%				
	850	51%	850	20%				
	851	51%	851	20%				
	852	51%	852	20%				
	853	51%	853	20%				
	854	51%	854	21%				
	855	51%	855	21%				
	856	51%	856	21%				
	857	51%	857	21%				
	858	51%	858	21%				
	859	51%	859	21%				
	860	51%	860	21%				
	861	51%	861	21%				
	862	51%	862	21%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	863	51%		863	21%						
	864	51%		864	21%						
	865	52%		865	21%						
	866	52%		866	21%						
	867	52%		867	21%						
	868	52%		868	21%						
	869	52%		869	21%						
	870	52%		870	21%						
	871	52%		871	21%						
	872	52%		872	21%						
	873	52%		873	21%						
	874	52%		874	21%						
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	887	53%		887	21%						
	888	53%		888	21%						
	889	53%		889	21%						
	890	53%		890	21%						
	891	53%		891	21%						
	892	53%		892	21%						
	893	53%		893	21%						
	894	53%		894	21%						
	895	53%		895	22%						
	896	53%		896	22%						
	897	53%		897	22%						
	898	54%		898	22%						
	899	54%		899	22%						
	900	54%		900	22%						
	901	54%		901	22%						
	902	54%		902	22%						
	903	54%		903	22%						
	904	54%		904	22%						
	905	54%		905	22%						
	906	54%		906	22%						
	907	54%		907	22%						
	908	54%		908	22%						
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	910	54%		910	22%						
	911	54%		911	22%						
	912	54%		912	22%						
	913	54%		913	22%						
	914	54%		914	22%						
	915	55%		915	22%						
	916	55%		916	22%						
	917	55%		917	22%						
	918	55%		918	22%						
	919	55%		919	22%						
	920	55%		920	22%						
	921	55%		921	22%						
	922	55%		922	22%						
	923	55%		923	22%						
	924	55%		924	22%						
	925	55%		925	22%						
	926	55%		926	22%						
	927	55%		927	22%						
	928	55%		928	22%						
	929	55%		929	22%						
	930	55%		930	22%						
	931	55%		931	22%						
	932	56%		932	22%						
	933	56%		933	22%						
	934	56%		934	22%						
	935	56%		935	22%						
	936	56%		936	22%						
	937	56%		937	23%						
	938	56%		938	23%						
	939	56%		939	23%						
	940	56%		940	23%						
	941	56%		941	23%						
	942	56%		942	23%						
	943	56%		943	23%						
	944	56%		944	23%						
	945	56%		945	23%						
	946	56%		946	23%						
	947	56%		947	23%						
	948	56%		948	23%						
	949	57%		949	23%						

	KPI 1		KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	950	57%	950	23%				
	951	57%	951	23%				
	952	57%	952	23%				
	953	57%	953	23%				
	954	57%	954	23%				
	955	57%	955	23%				
	956	57%	956	23%				
	957	57%	957	23%				
	958	57%	958	23%				
	959	57%	959	23%				
	960	57%	960	23%				
	961	57%	961	23%				
	962	57%	962	23%				
	963	57%	963	23%				
	964	57%	964	23%				
	965	58%	965	23%				
	966	58%	966	23%				
	967	58%	967	23%				
	968	58%	968	23%				
	969	58%	969	23%				
	970	58%	970	23%				
	971	58%	971	23%				
	972	58%	972	23%				
	973	58%	973	23%				
	974	58%	974	23%				
	975	58%	975	23%				
	976	58%	976	23%				
	977	58%	977	23%				
	978	58%	978	24%				
	979	58%	979	24%				
	980	58%	980	24%				
	981	58%	981	24%				
	982	59%	982	24%				
	983	59%	983	24%				
	984	59%	984	24%				
	985	59%	985	24%				
	986	59%	986	24%				
	987	59%	987	24%				
	988	59%	988	24%				
	989	59%	989	24%				
	990	59%	990	24%				
	991	59%	991	24%				
	992	59%	992	24%				
	993	59%	993	24%				
	994	59%	994	24%				
	995	59%	995	24%				
	996	59%	996	24%				
	997	59%	997	24%				
	998	59%	998	24%				
	999	60%	999	24%				
	1000	60%	1000	24%				
	1001	60%	1001	24%				
	1002	60%	1002	24%				
	1003	60%	1003	24%				
	1004	60%	1004	24%				
	1005	60%	1005	24%				
	1006	60%	1006	24%				
	1007	60%	1007	24%				
	1008	60%	1008	24%				
	1009	60%	1009	24%				
	1010	60%	1010	24%				
	1011	60%	1011	24%				
	1012	60%	1012	24%				
	1013	60%	1013	24%				
	1014	60%	1014	24%				
	1015	60%	1015	24%				
	1016	61%	1016	24%				
	1017	61%	1017	24%				
	1018	61%	1018	24%				
	1019	61%	1019	24%				
	1020	61%	1020	25%				
	1021	61%	1021	25%				
	1022	61%	1022	25%				
	1023	61%	1023	25%				
	1024	61%	1024	25%				
	1025	61%	1025	25%				
	1026	61%	1026	25%				
	1027	61%	1027	25%				
	1028	61%	1028	25%				
	1029	61%	1029	25%				
	1030	61%	1030	25%				
	1031	61%	1031	25%				
	1032	62%	1032	25%				
	1033	62%	1033	25%				
	1034	62%	1034	25%				
	1035	62%	1035	25%				
	1036	62%	1036	25%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	1037	62%		1037	25%						
	1038	62%		1038	25%						
	1039	62%		1039	25%						
	1040	62%		1040	25%						
	1041	62%		1041	25%						
	1042	62%		1042	25%						
	1043	62%		1043	25%						
	1044	62%		1044	25%						
	1045	62%		1045	25%						
	1046	62%		1046	25%						
	1047	62%		1047	25%						
	1048	62%		1048	25%						
	1049	63%		1049	25%						
	1050	63%		1050	25%						
	1051	63%		1051	25%						
	1052	63%		1052	25%						
	1053	63%		1053	25%						
	1054	63%		1054	25%						
	1055	63%		1055	25%						
	1056	63%		1056	25%						
	1057	63%		1057	25%						
	1058	63%		1058	25%						
	1059	63%		1059	25%						
	1060	63%		1060	25%						
	1061	63%		1061	25%						
	1062	63%		1062	26%						
	1063	63%		1063	26%						
	1064	63%		1064	26%						
	1065	63%		1065	26%						
	1066	64%		1066	26%						
	1067	64%		1067	26%						
	1068	64%		1068	26%						
	1069	64%		1069	26%						
	1070	64%		1070	26%						
	1071	64%		1071	26%						
	1072	64%		1072	26%						
	1073	64%		1073	26%						
	1074	64%		1074	26%						
	1075	64%		1075	26%						
	1076	64%		1076	26%						
	1077	64%		1077	26%						
	1078	64%		1078	26%						
	1079	64%		1079	26%						
	1080	64%		1080	26%						
	1081	64%		1081	26%						
	1082	64%		1082	26%						
	1083	65%		1083	26%						
	1084	65%		1084	26%						
	1085	65%		1085	26%						
	1086	65%		1086	26%						
	1087	65%		1087	26%						
	1088	65%		1088	26%						
	1089	65%		1089	26%						
	1090	65%		1090	26%						
	1091	65%		1091	26%						
	1092	65%		1092	26%						
	1093	65%		1093	26%						
	1094	65%		1094	26%						
	1095	65%		1095	26%						
	1096	65%		1096	26%						
	1097	65%		1097	26%						
	1098	65%		1098	26%						
	1099	65%		1099	26%						
	1100	66%		1100	26%						
	1101	66%		1101	26%						
	1102	66%		1102	26%						
	1103	66%		1103	27%						
	1104	66%		1104	27%						
	1105	66%		1105	27%						
	1106	66%		1106	27%						
	1107	66%		1107	27%						
	1108	66%		1108	27%						
	1109	66%		1109	27%						
	1110	66%		1110	27%						
	1111	66%		1111	27%						
	1112	66%		1112	27%						
	1113	66%		1113	27%						
	1114	66%		1114	27%						
	1115	66%		1115	27%						
	1116	67%		1116	27%						
	1117	67%		1117	27%						
	1118	67%		1118	27%						
	1119	67%		1119	27%						
	1120	67%		1120	27%						
	1121	67%		1121	27%						
	1122	67%		1122	27%						
	1123	67%		1123	27%						

	KPI 1		KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	1124	67%	1124	27%				
	1125	67%	1125	27%				
	1126	67%	1126	27%				
	1127	67%	1127	27%				
	1128	67%	1128	27%				
	1129	67%	1129	27%				
	1130	67%	1130	27%				
	1131	67%	1131	27%				
	1132	67%	1132	27%				
	1133	68%	1133	27%				
	1134	68%	1134	27%				
	1135	68%	1135	27%				
	1136	68%	1136	27%				
	1137	68%	1137	27%				
	1138	68%	1138	27%				
	1139	68%	1139	27%				
	1140	68%	1140	27%				
	1141	68%	1141	27%				
	1142	68%	1142	27%				
	1143	68%	1143	27%				
	1144	68%	1144	27%				
	1145	68%	1145	28%				
	1146	68%	1146	28%				
	1147	68%	1147	28%				
	1148	68%	1148	28%				
	1149	68%	1149	28%				
	1150	69%	1150	28%				
	1151	69%	1151	28%				
	1152	69%	1152	28%				
	1153	69%	1153	28%				
	1154	69%	1154	28%				
	1155	69%	1155	28%				
	1156	69%	1156	28%				
	1157	69%	1157	28%				
	1158	69%	1158	28%				
	1159	69%	1159	28%				
	1160	69%	1160	28%				
	1161	69%	1161	28%				
	1162	69%	1162	28%				
	1163	69%	1163	28%				
	1164	69%	1164	28%				
	1165	69%	1165	28%				
	1166	69%	1166	28%				
	1167	70%	1167	28%				
	1168	70%	1168	28%				
	1169	70%	1169	28%				
	1170	70%	1170	28%				
	1171	70%	1171	28%				
	1172	70%	1172	28%				
	1173	70%	1173	28%				
	1174	70%	1174	28%				
	1175	70%	1175	28%				
	1176	70%	1176	28%				
	1177	70%	1177	28%				
	1178	70%	1178	28%				
	1179	70%	1179	28%				
	1180	70%	1180	28%				
	1181	70%	1181	28%				
	1182	70%	1182	28%				
	1183	71%	1183	28%				
	1184	71%	1184	28%				
	1185	71%	1185	28%				
	1186	71%	1186	29%				
	1187	71%	1187	29%				
	1188	71%	1188	29%				
	1189	71%	1189	29%				
	1190	71%	1190	29%				
	1191	71%	1191	29%				
	1192	71%	1192	29%				
	1193	71%	1193	29%				
	1194	71%	1194	29%				
	1195	71%	1195	29%				
	1196	71%	1196	29%				
	1197	71%	1197	29%				
	1198	71%	1198	29%				
	1199	71%	1199	29%				
	1200	72%	1200	29%				
	1201	72%	1201	29%				
	1202	72%	1202	29%				
	1203	72%	1203	29%				
	1204	72%	1204	29%				
	1205	72%	1205	29%				
	1206	72%	1206	29%				
	1207	72%	1207	29%				
	1208	72%	1208	29%				
	1209	72%	1209	29%				
	1210	72%	1210	29%				

	KPI 1		KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	1211	72%	1211	29%				
	1212	72%	1212	29%				
	1213	72%	1213	29%				
	1214	72%	1214	29%				
	1215	72%	1215	29%				
	1216	72%	1216	29%				
	1217	73%	1217	29%				
	1218	73%	1218	29%				
	1219	73%	1219	29%				
	1220	73%	1220	29%				
	1221	73%	1221	29%				
	1222	73%	1222	29%				
	1223	73%	1223	29%				
	1224	73%	1224	29%				
	1225	73%	1225	29%				
	1226	73%	1226	29%				
	1227	73%	1227	29%				
	1228	73%	1228	30%				
	1229	73%	1229	30%				
	1230	73%	1230	30%				
	1231	73%	1231	30%				
	1232	73%	1232	30%				
	1233	73%	1233	30%				
	1234	74%	1234	30%				
	1235	74%	1235	30%				
	1236	74%	1236	30%				
	1237	74%	1237	30%				
	1238	74%	1238	30%				
	1239	74%	1239	30%				
	1240	74%	1240	30%				
	1241	74%	1241	30%				
	1242	74%	1242	30%				
	1243	74%	1243	30%				
	1244	74%	1244	30%				
	1245	74%	1245	30%				
	1246	74%	1246	30%				
	1247	74%	1247	30%				
	1248	74%	1248	30%				
	1249	74%	1249	30%				
	1250	74%	1250	30%				
	1251	75%	1251	30%				
	1252	75%	1252	30%				
	1253	75%	1253	30%				
	1254	75%	1254	30%				
	1255	75%	1255	30%				
	1256	75%	1256	30%				
	1257	75%	1257	30%				
	1258	75%	1258	30%				
	1259	75%	1259	30%				
	1260	75%	1260	30%				
	1261	75%	1261	30%				
	1262	75%	1262	30%				
	1263	75%	1263	30%				
	1264	75%	1264	30%				
	1265	75%	1265	30%				
	1266	75%	1266	30%				
	1267	76%	1267	30%				
	1268	76%	1268	30%				
	1269	76%	1269	30%				
	1270	76%	1270	31%				
	1271	76%	1271	31%				
	1272	76%	1272	31%				
	1273	76%	1273	31%				
	1274	76%	1274	31%				
	1275	76%	1275	31%				
	1276	76%	1276	31%				
	1277	76%	1277	31%				
	1278	76%	1278	31%				
	1279	76%	1279	31%				
	1280	76%	1280	31%				
	1281	76%	1281	31%				
	1282	76%	1282	31%				
	1283	76%	1283	31%				
	1284	77%	1284	31%				
	1285	77%	1285	31%				
	1286	77%	1286	31%				
	1287	77%	1287	31%				
	1288	77%	1288	31%				
	1289	77%	1289	31%				
	1290	77%	1290	31%				
	1291	77%	1291	31%				
	1292	77%	1292	31%				
	1293	77%	1293	31%				
	1294	77%	1294	31%				
	1295	77%	1295	31%				
	1296	77%	1296	31%				
	1297	77%	1297	31%				

	KPI 1		KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
	1298	77%	1298	31%				
	1299	77%	1299	31%				
	1300	77%	1300	31%				
	1301	78%	1301	31%				
	1302	78%	1302	31%				
	1303	78%	1303	31%				
	1304	78%	1304	31%				
	1305	78%	1305	31%				
	1306	78%	1306	31%				
	1307	78%	1307	31%				
	1308	78%	1308	31%				
	1309	78%	1309	31%				
	1310	78%	1310	31%				
	1311	78%	1311	32%				
	1312	78%	1312	32%				
	1313	78%	1313	32%				
	1314	78%	1314	32%				
	1315	78%	1315	32%				
	1316	78%	1316	32%				
	1317	78%	1317	32%				
	1318	79%	1318	32%				
	1319	79%	1319	32%				
	1320	79%	1320	32%				
	1321	79%	1321	32%				
	1322	79%	1322	32%				
	1323	79%	1323	32%				
	1324	79%	1324	32%				
	1325	79%	1325	32%				
	1326	79%	1326	32%				
	1327	79%	1327	32%				
	1328	79%	1328	32%				
	1329	79%	1329	32%				
	1330	79%	1330	32%				
	1331	79%	1331	32%				
	1332	79%	1332	32%				
	1333	79%	1333	32%				
	1334	79%	1334	32%				
	1335	80%	1335	32%				
	1336	80%	1336	32%				
	1337	80%	1337	32%				
	1338	80%	1338	32%				
	1339	80%	1339	32%				
	1340	80%	1340	32%				
	1341	80%	1341	32%				
	1342	80%	1342	32%				
	1343	80%	1343	32%				
	1344	80%	1344	32%				
	1345	80%	1345	32%				
	1346	80%	1346	32%				
	1347	80%	1347	32%				
	1348	80%	1348	32%				
	1349	80%	1349	32%				
	1350	80%	1350	32%				
	1351	81%	1351	32%				
	1352	81%	1352	32%				
	1353	81%	1353	33%				
	1354	81%	1354	33%				
	1355	81%	1355	33%				
	1356	81%	1356	33%				
	1357	81%	1357	33%				
	1358	81%	1358	33%				
	1359	81%	1359	33%				
	1360	81%	1360	33%				
	1361	81%	1361	33%				
	1362	81%	1362	33%				
	1363	81%	1363	33%				
	1364	81%	1364	33%				
	1365	81%	1365	33%				
	1366	81%	1366	33%				
	1367	81%	1367	33%				
	1368	82%	1368	33%				
	1369	82%	1369	33%				
	1370	82%	1370	33%				
	1371	82%	1371	33%				
	1372	82%	1372	33%				
	1373	82%	1373	33%				
	1374	82%	1374	33%				
	1375	82%	1375	33%				
	1376	82%	1376	33%				
	1377	82%	1377	33%				
	1378	82%	1378	33%				
	1379	82%	1379	33%				
	1380	82%	1380	33%				
	1381	82%	1381	33%				
	1382	82%	1382	33%				
	1383	82%	1383	33%				
	1384	82%	1384	33%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	1385	83%		1385	33%						
	1386	83%		1386	33%						
	1387	83%		1387	33%						
	1388	83%		1388	33%						
	1389	83%		1389	33%						
	1390	83%		1390	33%						
	1391	83%		1391	33%						
	1392	83%		1392	33%						
	1393	83%		1393	33%						
	1394	83%		1394	34%						
	1395	83%		1395	34%						
	1396	83%		1396	34%						
	1397	83%		1397	34%						
	1398	83%		1398	34%						
	1399	83%		1399	34%						
	1400	83%		1400	34%						
	1401	83%		1401	34%						
	1402	84%		1402	34%						
	1403	84%		1403	34%						
	1404	84%		1404	34%						
	1405	84%		1405	34%						
	1406	84%		1406	34%						
	1407	84%		1407	34%						
	1408	84%		1408	34%						
	1409	84%		1409	34%						
	1410	84%		1410	34%						
	1411	84%		1411	34%						
	1412	84%		1412	34%						
	1413	84%		1413	34%						
	1414	84%		1414	34%						
	1415	84%		1415	34%						
	1416	84%		1416	34%						
	1417	84%		1417	34%						
	1418	85%		1418	34%						
	1419	85%		1419	34%						
	1420	85%		1420	34%						
	1421	85%		1421	34%						
	1422	85%		1422	34%						
	1423	85%		1423	34%						
	1424	85%		1424	34%						
	1425	85%		1425	34%						
	1426	85%		1426	34%						
	1427	85%		1427	34%						
	1428	85%		1428	34%						
	1429	85%		1429	34%						
	1430	85%		1430	34%						
	1431	85%		1431	34%						
	1432	85%		1432	34%						
	1433	85%		1433	34%						
	1434	85%		1434	34%						
	1435	86%		1435	34%						
	1436	86%		1436	35%						
	1437	86%		1437	35%						
	1438	86%		1438	35%						
	1439	86%		1439	35%						
	1440	86%		1440	35%						
	1441	86%		1441	35%						
	1442	86%		1442	35%						
	1443	86%		1443	35%						
	1444	86%		1444	35%						
	1445	86%		1445	35%						
	1446	86%		1446	35%						
	1447	86%		1447	35%						
	1448	86%		1448	35%						
	1449	86%		1449	35%						
	1450	86%		1450	35%						
	1451	86%		1451	35%						
	1452	87%		1452	35%						
	1453	87%		1453	35%						
	1454	87%		1454	35%						
	1455	87%		1455	35%						
	1456	87%		1456	35%						
	1457	87%		1457	35%						
	1458	87%		1458	35%						
	1459	87%		1459	35%						
	1460	87%		1460	35%						
	1461	87%		1461	35%						
	1462	87%		1462	35%						
	1463	87%		1463	35%						
	1464	87%		1464	35%						
	1465	87%		1465	35%						
	1466	87%		1466	35%						
	1467	87%		1467	35%						
	1468	87%		1468	35%						
	1469	88%		1469	35%						
	1470	88%		1470	35%						
	1471	88%		1471	35%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	1472	88%		1472	35%						
	1473	88%		1473	35%						
	1474	88%		1474	35%						
	1475	88%		1475	35%						
	1476	88%		1476	35%						
	1477	88%		1477	35%						
	1478	88%		1478	36%						
	1479	88%		1479	36%						
	1480	88%		1480	36%						
	1481	88%		1481	36%						
	1482	88%		1482	36%						
	1483	88%		1483	36%						
	1484	88%		1484	36%						
	1485	88%		1485	36%						
	1486	89%		1486	36%						
	1487	89%		1487	36%						
	1488	89%		1488	36%						
	1489	89%		1489	36%						
	1490	89%		1490	36%						
	1491	89%		1491	36%						
	1492	89%		1492	36%						
	1493	89%		1493	36%						
	1494	89%		1494	36%						
	1495	89%		1495	36%						
	1496	89%		1496	36%						
	1497	89%		1497	36%						
	1498	89%		1498	36%						
	1499	89%		1499	36%						
	1500	89%		1500	36%						
	1501	89%		1501	36%						
	1502	90%		1502	36%						
	1503	90%		1503	36%						
	1504	90%		1504	36%						
	1505	90%		1505	36%						
	1506	90%		1506	36%						
	1507	90%		1507	36%						
	1508	90%		1508	36%						
	1509	90%		1509	36%						
	1510	90%		1510	36%						
	1511	90%		1511	36%						
	1512	90%		1512	36%						
	1513	90%		1513	36%						
	1514	90%		1514	36%						
	1515	90%		1515	36%						
	1516	90%		1516	36%						
	1517	90%		1517	36%						
	1518	90%		1518	36%						
	1519	91%		1519	37%						
	1520	91%		1520	37%						
	1521	91%		1521	37%						
	1522	91%		1522	37%						
	1523	91%		1523	37%						
	1524	91%		1524	37%						
	1525	91%		1525	37%						
	1526	91%		1526	37%						
	1527	91%		1527	37%						
	1528	91%		1528	37%						
	1529	91%		1529	37%						
	1530	91%		1530	37%						
	1531	91%		1531	37%						
	1532	91%		1532	37%						
	1533	91%		1533	37%						
	1534	91%		1534	37%						
	1535	91%		1535	37%						
	1536	92%		1536	37%						
	1537	92%		1537	37%						
	1538	92%		1538	37%						
	1539	92%		1539	37%						
	1540	92%		1540	37%						
	1541	92%		1541	37%						
	1542	92%		1542	37%						
	1543	92%		1543	37%						
	1544	92%		1544	37%						
	1545	92%		1545	37%						
	1546	92%		1546	37%						
	1547	92%		1547	37%						
	1548	92%		1548	37%						
	1549	92%		1549	37%						
	1550	92%		1550	37%						
	1551	92%		1551	37%						
	1552	92%		1552	37%						
	1553	93%		1553	37%						
	1554	93%		1554	37%						
	1555	93%		1555	37%						
	1556	93%		1556	37%						
	1557	93%		1557	37%						
	1558	93%		1558	37%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	1559	93%		1559	37%						
	1560	93%		1560	37%						
	1561	93%		1561	38%						
	1562	93%		1562	38%						
	1563	93%		1563	38%						
	1564	93%		1564	38%						
	1565	93%		1565	38%						
	1566	93%		1566	38%						
	1567	93%		1567	38%						
	1568	93%		1568	38%						
	1569	94%		1569	38%						
	1570	94%		1570	38%						
	1571	94%		1571	38%						
	1572	94%		1572	38%						
	1573	94%		1573	38%						
	1574	94%		1574	38%						
	1575	94%		1575	38%						
	1576	94%		1576	38%						
	1577	94%		1577	38%						
	1578	94%		1578	38%						
	1579	94%		1579	38%						
	1580	94%		1580	38%						
	1581	94%		1581	38%						
	1582	94%		1582	38%						
	1583	94%		1583	38%						
	1584	94%		1584	38%						
	1585	94%		1585	38%						
	1586	95%		1586	38%						
	1587	95%		1587	38%						
	1588	95%		1588	38%						
	1589	95%		1589	38%						
	1590	95%		1590	38%						
	1591	95%		1591	38%						
	1592	95%		1592	38%						
	1593	95%		1593	38%						
	1594	95%		1594	38%						
	1595	95%		1595	38%						
	1596	95%		1596	38%						
	1597	95%		1597	38%						
	1598	95%		1598	38%						
	1599	95%		1599	38%						
	1600	95%		1600	38%						
	1601	95%		1601	38%						
	1602	95%		1602	39%						
	1603	96%		1603	39%						
	1604	96%		1604	39%						
	1605	96%		1605	39%						
	1606	96%		1606	39%						
	1607	96%		1607	39%						
	1608	96%		1608	39%						
	1609	96%		1609	39%						
	1610	96%		1610	39%						
	1611	96%		1611	39%						
	1612	96%		1612	39%						
	1613	96%		1613	39%						
	1614	96%		1614	39%						
	1615	96%		1615	39%						
	1616	96%		1616	39%						
	1617	96%		1617	39%						
	1618	96%		1618	39%						
	1619	96%		1619	39%						
	1620	97%		1620	39%						
	1621	97%		1621	39%						
	1622	97%		1622	39%						
	1623	97%		1623	39%						
	1624	97%		1624	39%						
	1625	97%		1625	39%						
	1626	97%		1626	39%						
	1627	97%		1627	39%						
	1628	97%		1628	39%						
	1629	97%		1629	39%						
	1630	97%		1630	39%						
	1631	97%		1631	39%						
	1632	97%		1632	39%						
	1633	97%		1633	39%						
	1634	97%		1634	39%						
	1635	97%		1635	39%						
	1636	97%		1636	39%						
	1637	98%		1637	39%						
	1638	98%		1638	39%						
	1639	98%		1639	39%						
	1640	98%		1640	39%						
	1641	98%		1641	39%						
	1642	98%		1642	39%						
	1643	98%		1643	39%						
	1644	98%		1644	40%						
	1645	98%		1645	40%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
	1646	98%		1646	40%						
	1647	98%		1647	40%						
	1648	98%		1648	40%						
	1649	98%		1649	40%						
	1650	98%		1650	40%						
	1651	98%		1651	40%						
	1652	98%		1652	40%						
	1653	99%		1653	40%						
	1654	99%		1654	40%						
	1655	99%		1655	40%						
	1656	99%		1656	40%						
	1657	99%		1657	40%						
	1658	99%		1658	40%						
	1659	99%		1659	40%						
	1660	99%		1660	40%						
	1661	99%		1661	40%						
	1662	99%		1662	40%						
	1663	99%		1663	40%						
	1664	99%		1664	40%						
	1665	99%		1665	40%						
	1666	99%		1666	40%						
	1667	99%		1667	40%						
	1668	99%		1668	40%						
	1669	99%		1669	40%						
	1670	100%		1670	40%						
	1671	100%		1671	40%						
	1672	100%		1672	40%						
	1673	100%		1673	40%						
	1674	100%		1674	40%						
	1675	100%		1675	40%						
	1676	100%		1676	40%						
	1677	100%		1677	40%						
	1678	100%		1678	40%						
				1679	40%						
				1680	40%						
				1681	40%						
				1682	40%						
				1683	40%						
				1684	40%						
				1685	40%						
				1686	41%						
				1687	41%						
				1688	41%						
				1689	41%						
				1690	41%						
				1691	41%						
				1692	41%						
				1693	41%						
				1694	41%						
				1695	41%						
				1696	41%						
				1697	41%						
				1698	41%						
				1699	41%						
				1700	41%						
				1701	41%						
				1702	41%						
				1703	41%						
				1704	41%						
				1705	41%						
				1706	41%						
				1707	41%						
				1708	41%						
				1709	41%						
				1710	41%						
				1711	41%						
				1712	41%						
				1713	41%						
				1714	41%						
				1715	41%						
				1716	41%						
				1717	41%						
				1718	41%						
				1719	41%						
				1720	41%						
				1721	41%						
				1722	41%						
				1723	41%						
				1724	41%						
				1725	41%						
				1726	41%						
				1727	42%						
				1728	42%						
				1729	42%						
				1730	42%						
				1731	42%						
				1732	42%						

KPI 1			KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
			1733	42%				
			1734	42%				
			1735	42%				
			1736	42%				
			1737	42%				
			1738	42%				
			1739	42%				
			1740	42%				
			1741	42%				
			1742	42%				
			1743	42%				
			1744	42%				
			1745	42%				
			1746	42%				
			1747	42%				
			1748	42%				
			1749	42%				
			1750	42%				
			1751	42%				
			1752	42%				
			1753	42%				
			1754	42%				
			1755	42%				
			1756	42%				
			1757	42%				
			1758	42%				
			1759	42%				
			1760	42%				
			1761	42%				
			1762	42%				
			1763	42%				
			1764	42%				
			1765	42%				
			1766	42%				
			1767	42%				
			1768	42%				
			1769	43%				
			1770	43%				
			1771	43%				
			1772	43%				
			1773	43%				
			1774	43%				
			1775	43%				
			1776	43%				
			1777	43%				
			1778	43%				
			1779	43%				
			1780	43%				
			1781	43%				
			1782	43%				
			1783	43%				
			1784	43%				
			1785	43%				
			1786	43%				
			1787	43%				
			1788	43%				
			1789	43%				
			1790	43%				
			1791	43%				
			1792	43%				
			1793	43%				
			1794	43%				
			1795	43%				
			1796	43%				
			1797	43%				
			1798	43%				
			1799	43%				
			1800	43%				
			1801	43%				
			1802	43%				
			1803	43%				
			1804	43%				
			1805	43%				
			1806	43%				
			1807	43%				
			1808	43%				
			1809	43%				
			1810	43%				
			1811	44%				
			1812	44%				
			1813	44%				
			1814	44%				
			1815	44%				
			1816	44%				
			1817	44%				
			1818	44%				
			1819	44%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				1820	44%						
				1821	44%						
				1822	44%						
				1823	44%						
				1824	44%						
				1825	44%						
				1826	44%						
				1827	44%						
				1828	44%						
				1829	44%						
				1830	44%						
				1831	44%						
				1832	44%						
				1833	44%						
				1834	44%						
				1835	44%						
				1836	44%						
				1837	44%						
				1838	44%						
				1839	44%						
				1840	44%						
				1841	44%						
				1842	44%						
				1843	44%						
				1844	44%						
				1845	44%						
				1846	44%						
				1847	44%						
				1848	44%						
				1849	44%						
				1850	44%						
				1851	44%						
				1852	45%						
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				1861	45%						
				1862	45%						
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				1864	45%						
				1865	45%						
				1866	45%						
				1867	45%						
				1868	45%						
				1869	45%						
				1870	45%						
				1871	45%						
				1872	45%						
				1873	45%						
				1874	45%						
				1875	45%						
				1876	45%						
				1877	45%						
				1878	45%						
				1879	45%						
				1880	45%						
				1881	45%						
				1882	45%						
				1883	45%						
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				1890	45%						
				1891	45%						
				1892	45%						
				1893	45%						
				1894	46%						
				1895	46%						
				1896	46%						
				1897	46%						
				1898	46%						
				1899	46%						
				1900	46%						
				1901	46%						
				1902	46%						
				1903	46%						
				1904	46%						
				1905	46%						
				1906	46%						

KPI 1			KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
			1907	46%				
			1908	46%				
			1909	46%				
			1910	46%				
			1911	46%				
			1912	46%				
			1913	46%				
			1914	46%				
			1915	46%				
			1916	46%				
			1917	46%				
			1918	46%				
			1919	46%				
			1920	46%				
			1921	46%				
			1922	46%				
			1923	46%				
			1924	46%				
			1925	46%				
			1926	46%				
			1927	46%				
			1928	46%				
			1929	46%				
			1930	46%				
			1931	46%				
			1932	46%				
			1933	46%				
			1934	46%				
			1935	47%				
			1936	47%				
			1937	47%				
			1938	47%				
			1939	47%				
			1940	47%				
			1941	47%				
			1942	47%				
			1943	47%				
			1944	47%				
			1945	47%				
			1946	47%				
			1947	47%				
			1948	47%				
			1949	47%				
			1950	47%				
			1951	47%				
			1952	47%				
			1953	47%				
			1954	47%				
			1955	47%				
			1956	47%				
			1957	47%				
			1958	47%				
			1959	47%				
			1960	47%				
			1961	47%				
			1962	47%				
			1963	47%				
			1964	47%				
			1965	47%				
			1966	47%				
			1967	47%				
			1968	47%				
			1969	47%				
			1970	47%				
			1971	47%				
			1972	47%				
			1973	47%				
			1974	47%				
			1975	47%				
			1976	47%				
			1977	48%				
			1978	48%				
			1979	48%				
			1980	48%				
			1981	48%				
			1982	48%				
			1983	48%				
			1984	48%				
			1985	48%				
			1986	48%				
			1987	48%				
			1988	48%				
			1989	48%				
			1990	48%				
			1991	48%				
			1992	48%				
			1993	48%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				1994	48%						
				1995	48%						
				1996	48%						
				1997	48%						
				1998	48%						
				1999	48%						
				2000	48%						
				2001	48%						
				2002	48%						
				2003	48%						
				2004	48%						
				2005	48%						
				2006	48%						
				2007	48%						
				2008	48%						
				2009	48%						
				2010	48%						
				2011	48%						
				2012	48%						
				2013	48%						
				2014	48%						
				2015	48%						
				2016	48%						
				2017	48%						
				2018	48%						
				2019	49%						
				2020	49%						
				2021	49%						
				2022	49%						
				2023	49%						
				2024	49%						
				2025	49%						
				2026	49%						
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				2032	49%						
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				2037	49%						
				2038	49%						
				2039	49%						
				2040	49%						
				2041	49%						
				2042	49%						
				2043	49%						
				2044	49%						
				2045	49%						
				2046	49%						
				2047	49%						
				2048	49%						
				2049	49%						
				2050	49%						
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				2056	49%						
				2057	49%						
				2058	49%						
				2059	49%						
				2060	50%						
				2061	50%						
				2062	50%						
				2063	50%						
				2064	50%						
				2065	50%						
				2066	50%						
				2067	50%						
				2068	50%						
				2069	50%						
				2070	50%						
				2071	50%						
				2072	50%						
				2073	50%						
				2074	50%						
				2075	50%						
				2076	50%						
				2077	50%						
				2078	50%						
				2079	50%						
				2080	50%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				2081	50%						
				2082	50%						
				2083	50%						
				2084	50%						
				2085	50%						
				2086	50%						
				2087	50%						
				2088	50%						
				2089	50%						
				2090	50%						
				2091	50%						
				2092	50%						
				2093	50%						
				2094	50%						
				2095	50%						
				2096	50%						
				2097	50%						
				2098	50%						
				2099	50%						
				2100	50%						
				2101	50%						
				2102	51%						
				2103	51%						
				2104	51%						
				2105	51%						
				2106	51%						
				2107	51%						
				2108	51%						
				2109	51%						
				2110	51%						
				2111	51%						
				2112	51%						
				2113	51%						
				2114	51%						
				2115	51%						
				2116	51%						
				2117	51%						
				2118	51%						
				2119	51%						
				2120	51%						
				2121	51%						
				2122	51%						
				2123	51%						
				2124	51%						
				2125	51%						
				2126	51%						
				2127	51%						
				2128	51%						
				2129	51%						
				2130	51%						
				2131	51%						
				2132	51%						
				2133	51%						
				2134	51%						
				2135	51%						
				2136	51%						
				2137	51%						
				2138	51%						
				2139	51%						
				2140	51%						
				2141	51%						
				2142	51%						
				2143	52%						
				2144	52%						
				2145	52%						
				2146	52%						
				2147	52%						
				2148	52%						
				2149	52%						
				2150	52%						
				2151	52%						
				2152	52%						
				2153	52%						
				2154	52%						
				2155	52%						
				2156	52%						
				2157	52%						
				2158	52%						
				2159	52%						
				2160	52%						
				2161	52%						
				2162	52%						
				2163	52%						
				2164	52%						
				2165	52%						
				2166	52%						
				2167	52%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				2168	52%						
				2169	52%						
				2170	52%						
				2171	52%						
				2172	52%						
				2173	52%						
				2174	52%						
				2175	52%						
				2176	52%						
				2177	52%						
				2178	52%						
				2179	52%						
				2180	52%						
				2181	52%						
				2182	52%						
				2183	52%						
				2184	52%						
				2185	53%						
				2186	53%						
				2187	53%						
				2188	53%						
				2189	53%						
				2190	53%						
				2191	53%						
				2192	53%						
				2193	53%						
				2194	53%						
				2195	53%						
				2196	53%						
				2197	53%						
				2198	53%						
				2199	53%						
				2200	53%						
				2201	53%						
				2202	53%						
				2203	53%						
				2204	53%						
				2205	53%						
				2206	53%						
				2207	53%						
				2208	53%						
				2209	53%						
				2210	53%						
				2211	53%						
				2212	53%						
				2213	53%						
				2214	53%						
				2215	53%						
				2216	53%						
				2217	53%						
				2218	53%						
				2219	53%						
				2220	53%						
				2221	53%						
				2222	53%						
				2223	53%						
				2224	53%						
				2225	53%						
				2226	53%						
				2227	54%						
				2228	54%						
				2229	54%						
				2230	54%						
				2231	54%						
				2232	54%						
				2233	54%						
				2234	54%						
				2235	54%						
				2236	54%						
				2237	54%						
				2238	54%						
				2239	54%						
				2240	54%						
				2241	54%						
				2242	54%						
				2243	54%						
				2244	54%						
				2245	54%						
				2246	54%						
				2247	54%						
				2248	54%						
				2249	54%						
				2250	54%						
				2251	54%						
				2252	54%						
				2253	54%						
				2254	54%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				2255	54%						
				2256	54%						
				2257	54%						
				2258	54%						
				2259	54%						
				2260	54%						
				2261	54%						
				2262	54%						
				2263	54%						
				2264	54%						
				2265	54%						
				2266	54%						
				2267	54%						
				2268	55%						
				2269	55%						
				2270	55%						
				2271	55%						
				2272	55%						
				2273	55%						
				2274	55%						
				2275	55%						
				2276	55%						
				2277	55%						
				2278	55%						
				2279	55%						
				2280	55%						
				2281	55%						
				2282	55%						
				2283	55%						
				2284	55%						
				2285	55%						
				2286	55%						
				2287	55%						
				2288	55%						
				2289	55%						
				2290	55%						
				2291	55%						
				2292	55%						
				2293	55%						
				2294	55%						
				2295	55%						
				2296	55%						
				2297	55%						
				2298	55%						
				2299	55%						
				2300	55%						
				2301	55%						
				2302	55%						
				2303	55%						
				2304	55%						
				2305	55%						
				2306	55%						
				2307	55%						
				2308	55%						
				2309	55%						
				2310	56%						
				2311	56%						
				2312	56%						
				2313	56%						
				2314	56%						
				2315	56%						
				2316	56%						
				2317	56%						
				2318	56%						
				2319	56%						
				2320	56%						
				2321	56%						
				2322	56%						
				2323	56%						
				2324	56%						
				2325	56%						
				2326	56%						
				2327	56%						
				2328	56%						
				2329	56%						
				2330	56%						
				2331	56%						
				2332	56%						
				2333	56%						
				2334	56%						
				2335	56%						
				2336	56%						
				2337	56%						
				2338	56%						
				2339	56%						
				2340	56%						
				2341	56%						

KPI 1			KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
			2342	56%				
			2343	56%				
			2344	56%				
			2345	56%				
			2346	56%				
			2347	56%				
			2348	56%				
			2349	56%				
			2350	56%				
			2351	57%				
			2352	57%				
			2353	57%				
			2354	57%				
			2355	57%				
			2356	57%				
			2357	57%				
			2358	57%				
			2359	57%				
			2360	57%				
			2361	57%				
			2362	57%				
			2363	57%				
			2364	57%				
			2365	57%				
			2366	57%				
			2367	57%				
			2368	57%				
			2369	57%				
			2370	57%				
			2371	57%				
			2372	57%				
			2373	57%				
			2374	57%				
			2375	57%				
			2376	57%				
			2377	57%				
			2378	57%				
			2379	57%				
			2380	57%				
			2381	57%				
			2382	57%				
			2383	57%				
			2384	57%				
			2385	57%				
			2386	57%				
			2387	57%				
			2388	57%				
			2389	57%				
			2390	57%				
			2391	57%				
			2392	57%				
			2393	58%				
			2394	58%				
			2395	58%				
			2396	58%				
			2397	58%				
			2398	58%				
			2399	58%				
			2400	58%				
			2401	58%				
			2402	58%				
			2403	58%				
			2404	58%				
			2405	58%				
			2406	58%				
			2407	58%				
			2408	58%				
			2409	58%				
			2410	58%				
			2411	58%				
			2412	58%				
			2413	58%				
			2414	58%				
			2415	58%				
			2416	58%				
			2417	58%				
			2418	58%				
			2419	58%				
			2420	58%				
			2421	58%				
			2422	58%				
			2423	58%				
			2424	58%				
			2425	58%				
			2426	58%				
			2427	58%				
			2428	58%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				2429	58%						
				2430	58%						
				2431	58%						
				2432	58%						
				2433	58%						
				2434	58%						
				2435	59%						
				2436	59%						
				2437	59%						
				2438	59%						
				2439	59%						
				2440	59%						
				2441	59%						
				2442	59%						
				2443	59%						
				2444	59%						
				2445	59%						
				2446	59%						
				2447	59%						
				2448	59%						
				2449	59%						
				2450	59%						
				2451	59%						
				2452	59%						
				2453	59%						
				2454	59%						
				2455	59%						
				2456	59%						
				2457	59%						
				2458	59%						
				2459	59%						
				2460	59%						
				2461	59%						
				2462	59%						
				2463	59%						
				2464	59%						
				2465	59%						
				2466	59%						
				2467	59%						
				2468	59%						
				2469	59%						
				2470	59%						
				2471	59%						
				2472	59%						
				2473	59%						
				2474	59%						
				2475	59%						
				2476	60%						
				2477	60%						
				2478	60%						
				2479	60%						
				2480	60%						
				2481	60%						
				2482	60%						
				2483	60%						
				2484	60%						
				2485	60%						
				2486	60%						
				2487	60%						
				2488	60%						
				2489	60%						
				2490	60%						
				2491	60%						
				2492	60%						
				2493	60%						
				2494	60%						
				2495	60%						
				2496	60%						
				2497	60%						
				2498	60%						
				2499	60%						
				2500	60%						
				2501	60%						
				2502	60%						
				2503	60%						
				2504	60%						
				2505	60%						
				2506	60%						
				2507	60%						
				2508	60%						
				2509	60%						
				2510	60%						
				2511	60%						
				2512	60%						
				2513	60%						
				2514	60%						
				2515	60%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				2516	60%						
				2517	60%						
				2518	61%						
				2519	61%						
				2520	61%						
				2521	61%						
				2522	61%						
				2523	61%						
				2524	61%						
				2525	61%						
				2526	61%						
				2527	61%						
				2528	61%						
				2529	61%						
				2530	61%						
				2531	61%						
				2532	61%						
				2533	61%						
				2534	61%						
				2535	61%						
				2536	61%						
				2537	61%						
				2538	61%						
				2539	61%						
				2540	61%						
				2541	61%						
				2542	61%						
				2543	61%						
				2544	61%						
				2545	61%						
				2546	61%						
				2547	61%						
				2548	61%						
				2549	61%						
				2550	61%						
				2551	61%						
				2552	61%						
				2553	61%						
				2554	61%						
				2555	61%						
				2556	61%						
				2557	61%						
				2558	61%						
				2559	61%						
				2560	62%						
				2561	62%						
				2562	62%						
				2563	62%						
				2564	62%						
				2565	62%						
				2566	62%						
				2567	62%						
				2568	62%						
				2569	62%						
				2570	62%						
				2571	62%						
				2572	62%						
				2573	62%						
				2574	62%						
				2575	62%						
				2576	62%						
				2577	62%						
				2578	62%						
				2579	62%						
				2580	62%						
				2581	62%						
				2582	62%						
				2583	62%						
				2584	62%						
				2585	62%						
				2586	62%						
				2587	62%						
				2588	62%						
				2589	62%						
				2590	62%						
				2591	62%						
				2592	62%						
				2593	62%						
				2594	62%						
				2595	62%						
				2596	62%						
				2597	62%						
				2598	62%						
				2599	62%						
				2600	62%						
				2601	63%						
				2602	63%						

KPI 1			KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
			2603	63%				
			2604	63%				
			2605	63%				
			2606	63%				
			2607	63%				
			2608	63%				
			2609	63%				
			2610	63%				
			2611	63%				
			2612	63%				
			2613	63%				
			2614	63%				
			2615	63%				
			2616	63%				
			2617	63%				
			2618	63%				
			2619	63%				
			2620	63%				
			2621	63%				
			2622	63%				
			2623	63%				
			2624	63%				
			2625	63%				
			2626	63%				
			2627	63%				
			2628	63%				
			2629	63%				
			2630	63%				
			2631	63%				
			2632	63%				
			2633	63%				
			2634	63%				
			2635	63%				
			2636	63%				
			2637	63%				
			2638	63%				
			2639	63%				
			2640	63%				
			2641	63%				
			2642	63%				
			2643	64%				
			2644	64%				
			2645	64%				
			2646	64%				
			2647	64%				
			2648	64%				
			2649	64%				
			2650	64%				
			2651	64%				
			2652	64%				
			2653	64%				
			2654	64%				
			2655	64%				
			2656	64%				
			2657	64%				
			2658	64%				
			2659	64%				
			2660	64%				
			2661	64%				
			2662	64%				
			2663	64%				
			2664	64%				
			2665	64%				
			2666	64%				
			2667	64%				
			2668	64%				
			2669	64%				
			2670	64%				
			2671	64%				
			2672	64%				
			2673	64%				
			2674	64%				
			2675	64%				
			2676	64%				
			2677	64%				
			2678	64%				
			2679	64%				
			2680	64%				
			2681	64%				
			2682	64%				
			2683	64%				
			2684	65%				
			2685	65%				
			2686	65%				
			2687	65%				
			2688	65%				
			2689	65%				

KPI 1			KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
			2690	65%				
			2691	65%				
			2692	65%				
			2693	65%				
			2694	65%				
			2695	65%				
			2696	65%				
			2697	65%				
			2698	65%				
			2699	65%				
			2700	65%				
			2701	65%				
			2702	65%				
			2703	65%				
			2704	65%				
			2705	65%				
			2706	65%				
			2707	65%				
			2708	65%				
			2709	65%				
			2710	65%				
			2711	65%				
			2712	65%				
			2713	65%				
			2714	65%				
			2715	65%				
			2716	65%				
			2717	65%				
			2718	65%				
			2719	65%				
			2720	65%				
			2721	65%				
			2722	65%				
			2723	65%				
			2724	65%				
			2725	65%				
			2726	66%				
			2727	66%				
			2728	66%				
			2729	66%				
			2730	66%				
			2731	66%				
			2732	66%				
			2733	66%				
			2734	66%				
			2735	66%				
			2736	66%				
			2737	66%				
			2738	66%				
			2739	66%				
			2740	66%				
			2741	66%				
			2742	66%				
			2743	66%				
			2744	66%				
			2745	66%				
			2746	66%				
			2747	66%				
			2748	66%				
			2749	66%				
			2750	66%				
			2751	66%				
			2752	66%				
			2753	66%				
			2754	66%				
			2755	66%				
			2756	66%				
			2757	66%				
			2758	66%				
			2759	66%				
			2760	66%				
			2761	66%				
			2762	66%				
			2763	66%				
			2764	66%				
			2765	66%				
			2766	66%				
			2767	66%				
			2768	67%				
			2769	67%				
			2770	67%				
			2771	67%				
			2772	67%				
			2773	67%				
			2774	67%				
			2775	67%				
			2776	67%				

KPI 1			KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
			2777	67%				
			2778	67%				
			2779	67%				
			2780	67%				
			2781	67%				
			2782	67%				
			2783	67%				
			2784	67%				
			2785	67%				
			2786	67%				
			2787	67%				
			2788	67%				
			2789	67%				
			2790	67%				
			2791	67%				
			2792	67%				
			2793	67%				
			2794	67%				
			2795	67%				
			2796	67%				
			2797	67%				
			2798	67%				
			2799	67%				
			2800	67%				
			2801	67%				
			2802	67%				
			2803	67%				
			2804	67%				
			2805	67%				
			2806	67%				
			2807	67%				
			2808	67%				
			2809	68%				
			2810	68%				
			2811	68%				
			2812	68%				
			2813	68%				
			2814	68%				
			2815	68%				
			2816	68%				
			2817	68%				
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			2837	68%				
			2838	68%				
			2839	68%				
			2840	68%				
			2841	68%				
			2842	68%				
			2843	68%				
			2844	68%				
			2845	68%				
			2846	68%				
			2847	68%				
			2848	68%				
			2849	68%				
			2850	68%				
			2851	69%				
			2852	69%				
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			2857	69%				
			2858	69%				
			2859	69%				
			2860	69%				
			2861	69%				
			2862	69%				
			2863	69%				

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				2864	69%						
				2865	69%						
				2866	69%						
				2867	69%						
				2868	69%						
				2869	69%						
				2870	69%						
				2871	69%						
				2872	69%						
				2873	69%						
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				2881	69%						
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				2929	70%						
				2930	70%						
				2931	70%						
				2932	70%						
				2933	70%						
				2934	71%						
				2935	71%						
				2936	71%						
				2937	71%						
				2938	71%						
				2939	71%						
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				2944	71%						
				2945	71%						
				2946	71%						
				2947	71%						
				2948	71%						
				2949	71%						
				2950	71%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				2951	71%						
				2952	71%						
				2953	71%						
				2954	71%						
				2955	71%						
				2956	71%						
				2957	71%						
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				2971	71%						
				2972	71%						
				2973	71%						
				2974	71%						
				2975	71%						
				2976	72%						
				2977	72%						
				2978	72%						
				2979	72%						
				2980	72%						
				2981	72%						
				2982	72%						
				2983	72%						
				2984	72%						
				2985	72%						
				2986	72%						
				2987	72%						
				2988	72%						
				2989	72%						
				2990	72%						
				2991	72%						
				2992	72%						
				2993	72%						
				2994	72%						
				2995	72%						
				2996	72%						
				2997	72%						
				2998	72%						
				2999	72%						
				3000	72%						
				3001	72%						
				3002	72%						
				3003	72%						
				3004	72%						
				3005	72%						
				3006	72%						
				3007	72%						
				3008	72%						
				3009	72%						
				3010	72%						
				3011	72%						
				3012	72%						
				3013	72%						
				3014	72%						
				3015	72%						
				3016	72%						
				3017	73%						
				3018	73%						
				3019	73%						
				3020	73%						
				3021	73%						
				3022	73%						
				3023	73%						
				3024	73%						
				3025	73%						
				3026	73%						
				3027	73%						
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				3030	73%						
				3031	73%						
				3032	73%						
				3033	73%						
				3034	73%						
				3035	73%						
				3036	73%						
				3037	73%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				3038	73%						
				3039	73%						
				3040	73%						
				3041	73%						
				3042	73%						
				3043	73%						
				3044	73%						
				3045	73%						
				3046	73%						
				3047	73%						
				3048	73%						
				3049	73%						
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				3067	74%						
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				3081	74%						
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				3096	74%						
				3097	74%						
				3098	74%						
				3099	74%						
				3100	75%						
				3101	75%						
				3102	75%						
				3103	75%						
				3104	75%						
				3105	75%						
				3106	75%						
				3107	75%						
				3108	75%						
				3109	75%						
				3110	75%						
				3111	75%						
				3112	75%						
				3113	75%						
				3114	75%						
				3115	75%						
				3116	75%						
				3117	75%						
				3118	75%						
				3119	75%						
				3120	75%						
				3121	75%						
				3122	75%						
				3123	75%						
				3124	75%						

	KPI 1			KPI 2			KPI 3			KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score		Cumulative tCO2e savings GLA	Supplier Score		Cumulative Number of Homes - ERDF	Supplier Score		Cumulative tCO2e savings ERDF	Supplier Score
				3125	75%						
				3126	75%						
				3127	75%						
				3128	75%						
				3129	75%						
				3130	75%						
				3131	75%						
				3132	75%						
				3133	75%						
				3134	75%						
				3135	75%						
				3136	75%						
				3137	75%						
				3138	75%						
				3139	75%						
				3140	75%						
				3141	75%						
				3142	76%						
				3143	76%						
				3144	76%						
				3145	76%						
				3146	76%						
				3147	76%						
				3148	76%						
				3149	76%						
				3150	76%						
				3151	76%						
				3152	76%						
				3153	76%						
				3154	76%						
				3155	76%						
				3156	76%						
				3157	76%						
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				3159	76%						
				3160	76%						
				3161	76%						
				3162	76%						
				3163	76%						
				3164	76%						
				3165	76%						
				3166	76%						
				3167	76%						
				3168	76%						
				3169	76%						
				3170	76%						
				3171	76%						
				3172	76%						
				3173	76%						
				3174	76%						
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				3183	76%						
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				3188	77%						
				3189	77%						
				3190	77%						
				3191	77%						
				3192	77%						
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				3195	77%						
				3196	77%						
				3197	77%						
				3198	77%						
				3199	77%						
				3200	77%						
				3201	77%						
				3202	77%						
				3203	77%						
				3204	77%						
				3205	77%						
				3206	77%						
				3207	77%						
				3208	77%						
				3209	77%						
				3210	77%						
				3211	77%						

KPI 1			KPI 2		KPI 3		KPI 4	
	Cumulative Number of Homes - GLA	Supplier Score	Cumulative tCO2e savings GLA	Supplier Score	Cumulative Number of Homes - ERDF	Supplier Score	Cumulative tCO2e savings ERDF	Supplier Score
			3212	77%				
			3213	77%				
			3214	77%				
			3215	77%				
			3216	77%				
			3217	77%				
			3218	77%				
			3219	77%				
			3220	77%				
			3221	77%				
			3222	77%				
			3223	77%				
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			3248	78%				
			3249	78%				
			3250	78%				
			3251	78%				
			3252	78%				
			3253	78%				
			3254	78%				
			3255	78%				
			3256	78%				
			3257	78%				
			3258	78%				
			3259	78%				
			3260	78%				
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			3268	79%				
			3269	79%				
			3270	79%				
			3271	79%				
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			3273	79%				
			3274	79%				
			3275	79%				
			3276	79%				
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			3290	79%				
			3291	79%				
			3292	79%				
			3293	79%				
			3294	79%				
			3295	79%				
			3296	79%				
			3297	79%				
			3298	79%				