SPECIALIST EQUIPMENT MAINTENANCE AND

RESPONSIVE REPAIRS CONTRACT

FOR

65 – 124 HAZELHURST COURT

TENDER

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# INSTRUCTIONS FOR TENDER

## Invitation to Tender

### Phoenix Community Housing ("the Employer") has completed the construction of two blocks comprising 60 Extra Care residential units with communal areas, including kitchen and boiler room. The works were undertaken by Rydon Construction Ltd. and were completed in September 2017. Since then, the premises have been maintained by Rydon Construction Ltd. during the Defects Liability Period.

### The Employer invites Tenders for the carrying out of servicing and responsive repairs to their Specialist Equipment for the minimum Contract Period of 24 calendar months in accordance with the following Tender Documents

The Instructions for Tender;

1. The Form of Tender;
2. The Conditions of Contract and the Amendments and Additions to the Conditions of Contract;
3. The Preliminaries;
4. The Specification;
5. The contract lump sum and responsive repair rates.

At the Employer's option only the Contract Period may be extended in increments to a maximum period of 48 calendar months.

Notwithstanding the above, no guarantee or undertaking is given or implied that the minimum Contract Period will be extended.

### There are attached hereto:

1. Parent Company Guarantee
2. Guarantee Bond

### Tenderers should examine fully all Tender Documents and ensure that they are fully familiar with the nature and extent of the obligations contained therein. Without prejudice to the generality of the foregoing, the tenderer must understand fully the scope of the work included in the Contract. Prior to contract, the successful tenderer is to satisfy themselves that the entire system has been installed and maintained satisfactorily.

### Immediately upon receipt of the Tender Documents the tenderer should check the number of pages contained therein and should any be missing or if any writing or figures be indistinct or should there be any doubt as to the interpretation of any part of the Tender Documents, or if clarification is required, the tenderer should notify Mr MK Chong, Potter Raper Ltd, Duncan House, Burnhill Road, Beckenham, Kent BR3 3LA (email : mk.chong@potterraper.co.uk) in writing and have the matter rectified before the Tender is submitted.

### All explanations or answers to enquiries will be made in writing but they shall not be construed to add to, modify or take away from the meaning and intent of the Contract and/or the obligations and liabilities of the Contractor thereunder.

### For the purposes of this provision, communications by email will be sufficient. All enquiries must be made not less than five days prior to the tender return date.

### Copies of any enquiries received and the answers provided will be circulated to all prospective tenderers. The identity of the tenderer raising the enquiry will not be revealed.

### Notwithstanding having been invited to tender the Employer makes no representation with regard to the Tenderer's financial position, technical competence or ability in any way to carry out the works the subject of the Tender.

## Scope of Works

### The Tenderer is referred to the Scope of Works detailed in the Preliminaries.

## **Contract** Area

### The Contract Area is 65-124 Hazelhurst Court, Melfield Gardens, London SE6 3DT, including a communal kitchen, boiler room and external works.

## Information to Tenderers

### Information supplied by the Employer (whether in the Tender Documents or otherwise) is provided for general guidance in the preparation of the Tender. The tenderer must inform themselves as to the conditions affecting the supply and cost of labour, the availability and prices of materials and all other conditions of the locality in which the works the subject of the Contract is to be carried out insofar as the same might affect their Tender. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of any information provided by the Employer and the Employer shall not be held responsible or liable for any inaccurate information obtained by any tenderer whether from an employee or agent of the Employer or otherwise and whether or not the inaccuracy be due to want of care on the part of the Employer, its employees or agents.

### Tenders may be submitted for one or more of Lots 1-9 of the work under the Contract.

### The Tender shall be submitted on the basis of the complete performance of all of the works specified and to the standards specified in the Tender Documents. The Employer will evaluate the Tenders to determine whether tenderers are able to meet these requirements and the Employer may not accept a Tender which it does not consider able to meet these requirements.

### It is envisaged that the contract will only relate to Hazelhurst Court as outlined above.

### Tenderers will be deemed to have informed and satisfied themselves as to the extent of the Site at which work may be required pursuant to Orders under the Contract. Tenderers will be deemed to have inspected the Site and to have requested any further information with regard to the Site required for providing a compliant tender.

### The anticipated maximum annual value of works to be carried out under the Contract is £100,000 for all Lots. However, no guarantee, warranty or assurance can be given as to the total volume or value of work to be carried out by or ordered from the appointed Contractor and the Contractor will under no circumstances be entitled to any payment, compensation, reimbursement of loss or expense, damages or other financial benefit whatsoever on the grounds that the work undertaken or acquired differs from or is greater or less than envisaged at Tender stage or as a result of anything contained in these Instructions or any other of the Tender Documents.

### No guarantee, warranty or assurance can be given that work will be ordered at regular intervals throughout the Contract Period nor that there will be a constant flow of work during the Contract Period.

### Tenderers are given notice that if the Employer should become under any liability to pay compensation as a result of any breach by the Contractor of any provision of the Contract, the Employer will (without prejudice to any other right or remedy which it might possess) include in a claim against the Contractor an amount sufficient to indemnify it in respect of such liability together with the Employer's costs.

## Pricing Guidance

### Work shall be priced in 2 distinct areas. Firstly fixed lump sum servicing charges which shall be ordered initially for 24 months at the outset of the contract and be carried out yearly or as so instructed by the Employer or as required by the servicing requirements set out in this document. Secondly reactive works shall be valued in line with the day rates and percentage adjustments as included.

The yearly servicing costs are deemed to include all requirements outlined in the manufacturers’ literature for all elements of the specialist equipment, most notably the O&M manuals included within Appendix 2. Costs shall include labour, travelling time, materials, plant, consumables, site specific Preliminaries and overheads and profit.

### The day rates and material, plant adjustments shall apply irrespective of quantity. The quantity for any item valued in accordance with the materials and plant shall be measured to two decimal places and daywork shall be valued in half hour increments.

## Valuation

### Each Order will be valued in accordance with the tendered costs, and the appropriate Adjustment Percentage, which are deemed to include all site specific Preliminary costs.

### Each Order, or part thereof, valued as Daywork will be valued in accordance with the tendered Hourly Charges and where applicable the tendered percentage addition on the Prime Cost of materials, plant and sub-contractors.

## Works Valued on a Prime Cost Basis

### The tenderer is required to tender percentage additions on the Prime Cost of materials, plant and sub-contractors. Prime Cost is defined as the actual cost paid by the Contractor to the supplier or sub-contractor. All trade and cash discounts shall accrue to the Employer.

## Fluctuations

### After the initial twelve months of the Contract Period fluctuations to the tender will be ascertained in accordance with the formula included in the Contract Particulars

## Rejection of Tender

### The Employer shall reject a Tender, without prejudice to any other civil remedies available to the Employer or any criminal liability the Tenderer may attract, if the Tenderer:

1. fixes or adjusts the prices shown in its Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other Tender; or
2. communicates to any person other than the Employer the amount or approximate amount of the prices shown in its Tender, except where such communication is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of obtaining the necessary insurance or Parent Company Guarantee; or
3. agrees with any other person that such other person shall refrain from submitting a Tender or shall limit, restrict or reduce the prices to be shown by any other Tenderer in its Tender; or
4. offers or agrees to pay or give, or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or for causing or having caused to be done any act of omission in relation to any other tenderer or any other person's proposed Tender; or
5. has directly or indirectly canvassed any member or officer of the Employer concerning the acceptance of any Tender or has directly or indirectly obtained or attempted to obtain Confidential Information or any information from any such member or officer or any contractor engaged in providing services to the Employer concerning any other tenderer or Tender submitted by any other tenderer.
6. gives any payment or other reward the receipt of which is an offence under the Bribery Act 2010.

## Confidentiality of Information and Documents

### All information supplied by the Employer in connection with this invitation to Tender shall be regarded as confidential by the invitee except such information may be disclosed for the purposes of obtaining sureties and quotations necessary for the preparation of the Tender.

### The Tender Documents and all copies thereof are and shall remain the property of the Employer (whether or not the Employer shall have charged a fee for the supply of such documents) and must be returned to the Employer on demand. The Tender Documents may not be copied without the written consent of the Employer.

### This invitation must not be passed to any other person, company, firm or other body. Should the invitee be unable or unwilling to submit a Tender, all documents must be returned immediately.

### Tenderers are advised that under no circumstances are they to communicate formally or informally with Rydon Construction Ltd. in relation to this opportunity. All communications, queries and the like are to be strictly directed to Potter Raper Ltd as per Item 1.1.5 above.

## The Tender

### The Tender must be made on the Form of Tender supplied and shall also include the priced rate breakdown and daywork costs. The Tender for the initial twelve months of the Contract Period is to be on a fixed price basis exclusive of VAT.

### The Form of Tender and Schedule of Rates must be completed in full. Where no sum or percentage adjustment is required the tenderer shall insert "NIL".

### All documents requiring a signature should be signed

1. where the tenderer is an individual, by the individual;
2. where the tenderer is a partnership, by two duly authorised partners;
3. where the tenderer is a company within the meaning of the Companies Act 2006, by two Directors or by a Director and the Secretary of the Company, such persons duly authorised for that purpose;

### Any Tender not so made, completed, signed and accompanied by the information and/or documents required or which is not delivered in the manner and within the time specified herein may not be considered for acceptance.

### No unauthorised alteration or addition should be made to the Form of Tender or to any other Tender Document. If any alteration without authorisation is made, or if the Instructions for Tender are not fully complied with, the Employer shall be entitled to reject the Tender.

### The successful Contractor will be required to provide, if a subsidiary company within the meaning of Section 1159 of the Companies Act 2006 or any statutory modification or re-enactment thereof, a Parent Company Guarantee by its holding company or companies (as defined by the said Section 1159) to secure the due performance by the Contractor during the term of the Contract.

### Where the successful contractor is not a subsidiary company they are required to provide a Guarantee Bond in a sum amounting to 10% of the value of maintenance liability.

### The tenderer should make due allowance on the Form of Tender for all costs occasioned by the provision of a Parent Company Guarantee or Guarantee Bond.

### The tenderer shall be deemed to have satisfied itself before submitting the Tender as to the accuracy and sufficiency of the rates and percentages stated in its Tender which shall (except insofar as it is otherwise provided in the Contract) cover all obligations under the Contract and it shall be deemed to have obtained for itself all necessary information as to the risks, contingencies and other circumstances which might influence or affect its Tender.

### The tenderer is responsible for obtaining all information necessary for preparing its tender and shall bear all costs, expenses and liabilities incurred in connection with its preparation and delivery.

## Qualitative Evaluation Criteria

### As part of the tender evaluation process the weighting for quality and price is as follows:-

* 100% Price (subject to satisfactory confirmation of Quality considerations below)

## Tender Evaluation

### The Employer will act in good faith in relation to all Tenders submitted but the issuing of Tender Documentation to potential tenderers by the Employer is merely an invitation to treat and does not amount to any form of offer for any purpose whatsoever and the Employer shall not be contractually bound to consider any Tender. The Employer does not bind itself to accept the lowest or any Tender.

### The evaluation will be carried out by Phoenix Community Housing and Potter Raper Ltd.

### **Quality** – Following the submission of tenders proposed contractors will be invited to attend interviews for the purposes of clarifying proposals for running the contract, resourcing and commitment to Social Values. Following the interviews, the client reserves the right to appoint an alternative contractor.

### **Price**

An indicative annual lump sum will be calculated by adding together each of the following:-

1. The tendered fixed lump sum servicing charge(s) for each Lot or multiple Lots.
2. An assessment of Daywork costs multiplied by indicative quantities.

The tenderer with the lowest “lump sum” will receive 100 points. As an example if the lowest tenderer’s lump sum is £100,000 and the next lowest is £110,000 the next lowest will receive 90 points [i.e. 100 points less the 10% increase in the lump sum equals 90 points]. Where this calculation results in a negative number of points the tenderer will receive zero points.

### The tenderer may be invited to attend an interview with the Employer’s representatives. The purpose of the interview is to meet with the responsible Senior Director and the day to day contact for the service being procured.

### Tenderers will be required to provide references and copies of their last 3 years audited accounts.

## Submission of Tenders

### The completed Form of Tender and priced Schedule of Rates must be enclosed and sealed in the envelope provided and sent by registered post, recorded delivery service or delivered by hand to Mr MK Chong, Potter Raper Ltd, Duncan House, Burnhill Road, Beckenham, Kent BR3 3LA

### Tenders must arrive no later than **2.00 p.m. on 29 May 2019 (Wednesday)** at **Potter Raper Ltd, Duncan House, Burnhill Road, Beckenham, Kent BR3 3LA**. Tenders received after that time will not be considered.

### The Tenderer must keep its tender valid for acceptance for six months from the date stipulated for the return of tenders.

### In the event of a Tender being successful, the Contract between the Employer and the successful tenderer will only come into existence upon notification to the successful tenderer in writing under the hand of a Director of the Employer. No other purported method of acceptance (such as by telephone call, works order or entry upon any Site) shall be binding upon the Employer. The Contractor shall, at the request of the Employer, execute and deliver to the Employer a formal Contract under seal.

Until formal signing of the Contract, the completed Tender Documents together with the Employer's formal letter of acceptance shall constitute a legally binding contract between the successful tenderer and the Employer from the date stated in the letter of acceptance.

# FORM OF TENDER

#### PHOENIX COMMUNITY HOUSING

#### MEASURED TERM CONTRACT

#### FOR

#### SPECIALIST EQUIPMENT MAINTENANCE AND RESPONSIVE REPAIRS

#### FORM OF TENDER

To Phoenix Community Housing ("The Employer")

I/We

hereby offer to undertake on the acceptance of our Tender to perform, provide, execute or otherwise carry out the maintenance and repair of Specialist Equipment and associated works within the Contract Area all in accordance with the Articles of Agreement, Conditions of Contract, Contract Particulars, Amendments and Additions to the Conditions of Contract, Preliminaries, Specifications, Schedule of Rates and any other requirements of the Tender Documents.

**MAIN CONTRACTOR – CONTRACT LUMP SUM**

I/We, the undersigned, tender the following Contract Lump Sum for yearly servicing and maintenance to be inserted in item 11A of the Contract Particulars.

Refer to O&M information (Appendix 2).

The list of plant and equipment included in the Appendix is provided for guidance purposes only. The tenderer shall be deemed to have visited the Sites and shall include in their tender for the annual maintenance, at the frequencies detailed in the Maintenance Specification, for all plant and equipment included in Lots 1-9 at the Site.

Where the maintenance regime of an item of plant or equipment is not included in the Maintenance Specification it shall be maintained in accordance with the manufacturer’s instructions.

**Lot 1 – Air Conditioning and Ventilation Equipment**

**Contract Lump Sum (2 years fixed price) £** \_\_\_\_\_\_\_\_\_\_\_\_

**Lot 2 – Commercial Kitchen Equipment**

**Contract Lump Sum (2 years fixed price) £** \_\_\_\_\_\_\_\_\_\_\_\_

**Lot 3 – Bathroom Lifting Equipment and Assisted Baths**

**Contract Lump Sum (2 years fixed price) £** \_\_\_\_\_\_\_\_\_\_\_\_

**Lot 4 – Photovoltaics Installations**

**Contract Lump Sum (2 years fixed price) £** \_\_\_\_\_\_\_\_\_\_\_\_

**Lot 5 – Green Roof Installations**

**Contract Lump Sum (2 years fixed price) £** \_\_\_\_\_\_\_\_\_\_\_\_

**Lot 6 – Pond Pump Installations**

**Contract Lump Sum (2 years fixed price) £** \_\_\_\_\_\_\_\_\_\_\_\_

**Lot 7 – Glulam Installations**

**Contract Lump Sum (2 years fixed price) £** \_\_\_\_\_\_\_\_\_\_\_\_

**Lot 8 – CCTV Installations**

**Contract Lump Sum (2 years fixed price) £** \_\_\_\_\_\_\_\_\_\_\_\_

**Lot 9 – Building Management Panel**

**Contract Lump Sum (2 years fixed price) £** \_\_\_\_\_\_\_\_\_\_\_\_

**Tenders may be submitted for one or more of Lots 1 to 9. If more than one Lot is tendered for, please state below any discount applicable in the event of being awarded multiple Lots:**

|  |  |
| --- | --- |
| Number of Lots awarded | Discount applicable |
| 2 | \_\_\_\_\_\_\_\_ % |
| 3 | \_\_\_\_\_\_\_\_ % |
| 4 | \_\_\_\_\_\_\_\_ % |
| 5 | \_\_\_\_\_\_\_\_ % |
| 6 | \_\_\_\_\_\_\_\_ % |
| 7 | \_\_\_\_\_\_\_\_ % |
| 8 | \_\_\_\_\_\_\_\_ % |
| 9 | \_\_\_\_\_\_\_\_ % |

The Client reserves the right to award contracts for any number of Lots to any number of tenderers, each of whose Lots may not be the lowest price for any Lot or combination of Lots. Therefore, tenderers should price a discount against all Lots in the table above up to the maximum Lot number bid for.

**DAYWORK (RESPONSIVE REPAIRS) – MAIN CONTRACTOR**

I/We, the undersigned, tender the daywork rates and percentage adjustments for Response Repairs.

I/We, the undersigned, tender the following Schedule of Hourly Charges and Percentages Additions to be inserted in item 5.13 of the Contract Particulars.

The hourly rates shall include for all overheads and profit, management and supervision, travelling time, maintenance and fuel and all other costs in connection with the employment of operatives and the provision of vehicles.

|  |  |  |
| --- | --- | --- |
| Schedule of Hourly Charges | dURING NORMAL WORKING HOURS | OUTSIDE OF NORMAL WORKING HOURS |
| Gas Engineer | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |
| Electrician | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |
| Plumber | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |
| Other Tradesman | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |
| Labourer | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |

The percentage additions to the invoice price of non-labour items is as follows:-

Overheads and profit on Materials \_\_\_\_\_\_\_\_\_\_ %

Overheads and profit on Plant,

Services and Consumable Stores \_\_\_\_\_\_\_\_\_\_ %

Overheads and profit on Specialist Sub-Contractors \_\_\_\_\_\_\_\_\_\_ %

**PRIME COST – MAIN CONTRACTOR**

Work ordered to be executed or any materials or articles supplied on a “Prime Cost" basis are not subject to any of the tendered Adjustment Percentages.

**MAIN CONTRACTOR – RESPONSE REPAIRS**

I/We, the undersigned, tender the daywork rates and percentage adjustments for Response Repairs.

I/We, the undersigned, tender the following percentage adjustments to be inserted in item 5.11 of the Contract Particulars if I am/we are to be appointed as a Main Contractor

|  | HAZELHURST COURT |
| --- | --- |
| Adjustment Percentage "A0" for Priority Code 0 Orders for works valued in accordance with the Response Repair Daywork Rates (EMERGENCY WORKS; commence within 2 hours) | \* ADD / DEDUCT    \_\_\_\_\_\_\_\_\_\_\_ % |
| Adjustment Percentage "A1" for Priority Code 1 Orders for works valued in accordance with the Response Repair Daywork Rates (URGENT WORKS; complete within 12 hours) | \* ADD / DEDUCT    \_\_\_\_\_\_\_\_\_\_\_ % |
| Adjustment Percentage "A2" for Priority Code 2 Orders for works valued in accordance with the Response Repair Daywork Rates (NON-URGENT TYPE 1 WORKS; complete within 24 hours) | \* ADD / DEDUCT    \_\_\_\_\_\_\_\_\_\_\_ % |
| Adjustment Percentage "A3" for Priority Code 3 Orders for works valued in accordance with the Response Repair Daywork Rates (NON URGENT TYPE 2 WORKS; complete within 3 working days) | \* ADD / DEDUCT    \_\_\_\_\_\_\_\_\_\_\_ % |
| Adjustment Percentage "A4" for Priority Code 4 Orders for works valued in accordance with the Response Repair Daywork Rates (NON URGENT TYPE 3 WORKS; complete within 10 working days) | \* ADD / DEDUCT    \_\_\_\_\_\_\_\_\_\_\_ % |

*\* Delete as appropriate.*

Note, it is expected that different daywork rates shall be provided for out of hours working, the percentages above shall apply to the relevant base rate depending on the date and time the order is received, rather than when the works is completed other than where formally agreed in writing prior to commencement.

**FIXED PRICE**

I/We, the undersigned, accept that the Contract Lump Sum, the Rates for Response Repairs and Maintenance and the Schedule of Hourly Charges will be fixed for initial twenty four months of the Contract Period.

**COLLATERAL AND DESIGN WARRANTIES**

I/We, the undersigned, undertake to ensure that I/we, and all Consultants and Specialist Contractors and Sub-Contractors employed by me/us, enter into Collateral or Design Warranties with the Employer in a form to be prescribed by the Employer.

**DECLARATION**

I/We understand that my/our Tender is for a "Term Contract" and undertake that if my/our Tender is accepted I/We will not save as expressly provided in the Conditions of Contract be entitled to and will not withdraw the above offer and undertaking and will subject to and in accordance with the Conditions of Contract and other accompanying documents mentioned hereinabove carry out all works and any Order given to me/us during the Contract Period.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender Documents shall not affect the Articles of Agreement, the Conditions of Contract and Contract Particulars, the Amendments and Additions to Conditions of Contract or any other of the Tender Documents and may cause the Tender to be rejected.

I/We agree that this Tender shall remain open for acceptance by you for a period of four months from the date stipulated for the return of tenders.

I/We undertake and agree that if our Tender is accepted by you, which acceptance shall only be effective if by notification in writing by a Director of the Employer, the said Tender and the said Articles of Agreement, Conditions of Contract and Contract Particulars, the Amendments and Additions to Conditions of Contract, Preliminaries, Specification and Schedule of Rates shall from the date of such acceptance constitute a binding contract between us. Nevertheless I/We further undertake to execute a formal agreement under seal for the proper and complete fulfilment of the Contract.

I/We acknowledge that you are not contractually bound to consider this Tender and that the issuing of the Tender Documents to me/us did not amount to any form of offer for any purpose.

I/We acknowledge that you are not bound to accept the lowest or any tender at all.

I/We certify that this is a bona fide tender.

**ENDORSEMENT**

Signed on behalf of the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(print name(s) in full and in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

case of a company, the position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

held by each signatory) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20­­\_\_

Full name of person, firm or

company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Indicate whether a sole proprietor: YES/NO

(In case of a partnership)

Full name and address of each \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(In case of a Company)

Address and telephone number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of Registered Office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(In case of a subsidiary company as defined above)

Name, address and telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

number of holding company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Address and telephone number of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Office of holding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**DECLARATION OF NON-COLLUSION**

**SPECIALIST EQUIPMENT MAINTENANCE AND RESPONSIVE REPAIRS**

In recognition of the principle that the essence of selective tendering is that the Employer shall receive bona fide competitive tenders from all those tendering

**I/WE CERTIFY THAT:**

1. The Tender submitted herewith is a bona fide Tender, intended to be competitive
2. I/we have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person
3. I/we have not done and I/we undertake that I/we will not do at any time before the date and time specified for the return of the Tender any of the following acts:
4. Communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender, except where the disclosure in confidence of the approximate amount of the Tender was essential to obtain insurance or parent company guarantee premiums or quotations required for the preparation of the Tender.
5. Enter into any agreement or arrangement with any other person that they shall refrain from tendering, or as to the amount of any Tender to be submitted, or that any other Tenderer is reimbursed any part of their tendering costs; and
6. Offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.

**In this Declaration:**

"Person" includes any person and anybody or association or partnership, corporate or unincorporated

"Any agreement or arrangement" includes any transaction of the sort described above, formal or informal and whether or not legally binding.

DATED THIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

Full Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorised to sign for and on behalf of:-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# CONTRACT LUMP SUM

CONTRACT LUMP SUM: HAZELHURST COURT

Outline costs below of servicing required on a regular basis. Please show costs **EXCLUSIVE** of VAT

Refer to O&M information (Appendix 2)

The tenderer shall be deemed to have visited the Site and shall include in his tender for the maintenance of all plant and equipment and associated elements.

Where the maintenance regime of an item of plant or equipment is not included in the Specification it shall be maintained in accordance with the manufacturer’s instructions.

| Lot 1 – Air Conditioning and Ventilation Equipment | Qty. | Cost per occurrence (£) | Cost for 2 years(£) |
| --- | --- | --- | --- |
| Preliminaries and overhead costs; including head office, call centre costs, maintaining spare stock and maintenance records as outlined in the tender documents | General |  |  |
| Carry out all regular inspections and routine maintenance to relevant areas including boiler room, cleaners’ cupboards, bin room, kitchen and domestic dwellings and maintain a record of inspection in a format to be agreed. (*Note: Faults found requiring additional materials or return visits to repair shall be valued as a responsive repair*) |  |  |  |
| Weekly Checks | By Others | By Others | By Others |
| Monthly Checks | By Others | By Others | By Others |
| **Air Conditioning Equipment** |  |  |  |
| Check refrigerant levels | 2 per year |  |  |
| Check compressor operation and control wiring | 2 per year |  |  |
| Check thermostat operation | 2 per year |  |  |
| Check fan operation | 2 per year |  |  |
| Clear condensate drains | 2 per year |  |  |
| Clean filters | 2 per year |  |  |
| Clean units internally | 2 per year |  |  |
| **Ventilation Equipment** |  |  |  |
| Clean and inspect fan units externally | 1 per year |  |  |
| Clean fans, motor units and fan cases internally | 1 per year |  |  |
| Check shutter movement | 1 per year |  |  |
| Check free impeller rotation | 1 per year |  |  |
| Check security of all components and wiring | 1 per year |  |  |
| Check system operation | 1 per year |  |  |
| Check external ventilators’ fixings and weathering | 1 per year |  |  |
| Check operation of external louvres and all dampers | 1 per year |  |  |
| Clean and lubricate where necessary | 1 per year |  |  |
| Check operation of control panels | 1 per year |  |  |
| Provide report, including failed, distorted or worn components | 1 per year |  |  |
| **Cooker Extractor Hood** |  |  |  |
| Clean filters | 2 per year |  |  |
| Check operation of fire dampers | 2 per year |  |  |
| Clean grease drip trays | 2 per year |  |  |
| Check extract fans and lighting operation, controls and wiring | 2 per year |  |  |
| **Other Items** |  |  |  |
| *Please include below any additional elements required to ensure effective maintenance or other costs the contractor deems required:* |  |  |  |
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**TOTAL CARRIED TO FORM OF TENDER £**

**CONTRACT LUMP SUM – LOT 1**  \_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| Lot 2 – Commercial Kitchen Equipment | Qty. | Cost per occurrence (£) | Cost for 2 years(£) |
| Preliminaries and overhead costs; including head office, call centre costs, maintaining spare stock and maintenance records as outlined in the tender documents | General |  |  |
| Carry out all regular inspections and routine maintenance throughout the year as outlined in the manufacturers’ maintenance schedules and maintain a record of inspection in the format provided. (*Note: Faults found requiring additional materials or return visits to repair shall be valued as a responsive repair*) |  |  |  |
| Weekly Checks | By Others | By Others | By Others |
| Monthly Checks | By Others | By Others | By Others |
| **Refrigeration Units** |  |  |  |
| Degrease condenser coils | 1 per year |  |  |
| Clear condensate drain lines | 1 per year |  |  |
| Check condition of door gaskets | 1 per year |  |  |
| Check thermostat operation | 1 per year |  |  |
| Check compressor operation and control wiring | 1 per year |  |  |
| Check refrigerant level | 1 per year |  |  |
| Lubricate motors | 1 per year |  |  |
| Check door hinges and closers | 1 per year |  |  |
| Check defrost timers | 1 per year |  |  |
| **Combination Oven/Steamer** |  |  |  |
| Carry out service | 1 per year |  |  |
| **Oven Range** |  |  |  |
| Carry out service | 2 per year |  |  |
| Carry out gas soundness check | 2 per year |  |  |
| Provide a gas safety test certificate | 1 per year |  |  |
| **Deep Fat Fryer** |  |  |  |
| Carry out service | 2 per year |  |  |
| Check operation of isolating switch, thermostats and element cutout switch | 2 per year |  |  |
| Check condition of power supply cable and control wiring | 2 per year |  |  |
| **Salamander Grille** |  |  |  |
| Carry out service | 2 per year |  |  |
| **Dishwasher** |  |  |  |
| Carry out service | 1 per year |  |  |
| **Enzyme Dosing Unit** |  |  |  |
| Supply 12 months’ supply of biological fluid | 1 per year |  |  |
| **Water Heater** |  |  |  |
| Carry out service | 1 per year |  |  |
| **Servery Display Unit** |  |  |  |
| Clean condenser coil and vents | 1 per year |  |  |
| Check thermostat operation | 1 per year |  |  |
| Check compressor operation and control wiring | 1 per year |  |  |
| Check refrigerant level | 1 per year |  |  |
| Lubricate motors | 1 per year |  |  |
| **Fire Roller Shutter** |  |  |  |
| Inspect all parts for damage and issue report | 1 per year |  |  |
| Check fixings, nuts and bolts and tighten where necessary | 1 per year |  |  |
| Clear grease and dirt from guides and apply film of new grease to inside surfaces | 1 per year |  |  |
| Check all bracket and support plate fixings | 1 per year |  |  |
| Lubricate barrel shaft bearings, gears and handwheel assembly | 1 per year |  |  |
| Test self-closing mechanism and reset | 1 per year |  |  |
| **Other Items** |  |  |  |
| *Please include below any additional elements required to ensure effective maintenance or other costs the contractor deems required:* |  |  |  |
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**TOTAL CARRIED TO FORM OF TENDER £**

**CONTRACT LUMP SUM – LOT 2**  \_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| Lot 3 – Bathroom Lifting Equipment and Assisted Baths | Qty. | Cost per occurrence (£) | Cost for 2 years(£) |
| Preliminaries and overhead costs; including head office, call centre costs, maintaining spare stock and maintenance records as outlined in the tender documents | General |  |  |
| Carry out all regular inspections and routine maintenance throughout the year as outlined in the manufacturers’ maintenance schedules and maintain a record of inspection in the format provided. (*Note: Faults found requiring additional materials or return visits to repair shall be valued as a responsive repair*) |  |  |  |
| Weekly Checks | By Others | By Others | By Others |
| Monthly Checks | By Others | By Others | By Others |
| **Bathroom Hoist** |  |  |  |
| Check condition of track, lift strap, slingbar and accessories | 2 per year |  |  |
| Check operation of motor, hand-held control and emergency cord | 2 per year |  |  |
| Lubricate moving parts | 2 per year |  |  |
| Check batteries condition and operation of charger | 2 per year |  |  |
| Carry out inspection and report in accordance with the requirements of the LOLER Regulations 1998 | 2 per year |  |  |
| **Assisted Bath** |  |  |  |
| Check condition of bath, taps, shower, waste and fixings | 2 per year |  |  |
| Check condition and operation of handset control | 2 per year |  |  |
| Check condition of electrical cables and all connections | 2 per year |  |  |
| Carry out performance test and report in accordance with the requirements of the LOLER Regulations 1998 | 2 per year |  |  |
| **Other Items** |  |  |  |
| *Please include below any additional elements required to ensure effective maintenance or other costs the contractor deems required:* |  |  |  |
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**TOTAL CARRIED TO FORM OF TENDER £**

**CONTRACT LUMP SUM – LOT 3**  \_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| Lot 4 – Photovoltaics Installations | Qty. | Cost per occurrence (£) | Cost for 2 years(£) |
| Preliminaries and overhead costs; including head office, call centre costs, maintaining spare stock and maintenance records as outlined in the tender documents. Access will be afforded by means of a mansafe installation – evidence to be provided that appropriate training has been undertaken by each operative engaged on the works. | General |  |  |
| Carry out all regular inspections and routine maintenance throughout the year as outlined in the installer’s maintenance schedule and maintain a record of inspection in the format provided. (*Note: Faults found requiring additional materials or return visits to repair shall be valued as a responsive repair*) |  |  |  |
| Weekly Checks | By Others | By Others | By Others |
| Monthly Checks | By Others | By Others | By Others |
| Check electrical connections and wiring | 1 per year |  |  |
| Check framing and fixings are secure, tighten if necessary | 1 per year |  |  |
| Check electrical components, including inverter, isolators and generation meter | 1 per year |  |  |
| Power generation comparison with initial installation and/or previous years | 1 per year |  |  |
| Re-commissioning of system | 1 per year |  |  |
| Check integrity of solar panels | 1 per year |  |  |
| Fully clean solar panels | 1 per year |  |  |
| **Other Items** |  |  |  |
| *Please include below any additional elements required to ensure effective maintenance or other costs the contractor deems required:* |  |  |  |
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**TOTAL CARRIED TO FORM OF TENDER £**

**CONTRACT LUMP SUM – LOT 4**  \_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| Lot 5 – Green Roof Installations | Qty. | Cost per occurrence (£) | Cost for 2 years(£) |
| Preliminaries and overhead costs; including head office, call centre costs, maintaining spare stock and maintenance records as outlined in the tender documents. Access will be afforded by means of a mansafe installation – evidence to be provided that appropriate training has been undertaken by each operative engaged on the works. | General |  |  |
| Carry out all regular inspections and routine maintenance throughout the year as outlined in the installer’s maintenance schedule and maintain a record of inspection in the format provided. (*Note: Faults found requiring additional materials or return visits to repair shall be valued as a responsive repair*) |  |  |  |
| Weekly Checks | By Others | By Others | By Others |
| Monthly Checks | By Others | By Others | By Others |
| Remove leaf litter, dead vegetation and excess bio-mass | 2-4 per year |  |  |
| Remove undesirable plant growth, eg saplings, nettles, wild grasses, thistles, buddleia, etc. | 2 per year |  |  |
| Check all trims are fixed securely | 2 per year |  |  |
| Check drainage outlets are unblocked and roof is able to drain freely | 2 per year |  |  |
| Check walkways and fire or vegetation breaks, top up pebbles as necessary | 2 per year |  |  |
| Trimming vegetation back to 75-100mm high | 2 per year |  |  |
| Irrigation of roof vegetation | 2 per year |  |  |
| **Other Items** |  |  |  |
| *Please include below any additional elements required to ensure effective maintenance or other costs the contractor deems required:* |  |  |  |
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**TOTAL CARRIED TO FORM OF TENDER £**

**CONTRACT LUMP SUM – LOT 5**  \_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| Lot 6 – Pond Pump Installations | Qty. | Cost per occurrence (£) | Cost for 2 years(£) |
| Preliminaries and overhead costs; including head office, call centre costs, maintaining spare stock and maintenance records as outlined in the tender documents | General |  |  |
| Carry out all regular inspections and routine maintenance throughout the year as outlined in the manufacturer’s maintenance schedule and maintain a record of inspection in the format provided. (*Note: Faults found requiring additional materials or return visits to repair shall be valued as a responsive repair*) |  |  |  |
| Weekly Checks | By Others | By Others | By Others |
| Monthly Checks | By Others | By Others | By Others |
| Backwash foam filters | 3 per year |  |  |
| Clean quartz glass tube | 2 per year |  |  |
| Replace UV bulb | 2 per year |  |  |
| Clean out pump unit and all internal components | 1 per year |  |  |
| Replace foam filters | 1 per year |  |  |
| **Other Items** |  |  |  |
| *Please include below any additional elements required to ensure effective maintenance or other costs the contractor deems required:* |  |  |  |
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**TOTAL CARRIED TO FORM OF TENDER £**

**CONTRACT LUMP SUM – LOT 6**  \_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| Lot 7 – Glulam Installations | Qty. | Cost per occurrence (£) | Cost for 2 years(£) |
| Preliminaries and overhead costs; including head office, call centre costs, maintaining spare stock and maintenance records as outlined in the tender documents | General |  |  |
| Carry out all regular inspections and routine maintenance throughout the year as outlined in the installer’s maintenance schedule and maintain a record of inspection in the format provided. (*Note: Faults found requiring additional materials or return visits to repair shall be valued as a responsive repair*) |  |  |  |
| Weekly Checks | By Others | By Others | By Others |
| Monthly Checks | By Others | By Others | By Others |
| Visual inspection of all components and provide written report | 1 per year |  |  |
| Check tightness of nuts and bolts and provide written report | 2 per year |  |  |
| **Other Items** |  |  |  |
| *Please include below any additional elements required to ensure effective maintenance or other costs the contractor deems required:* |  |  |  |
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**TOTAL CARRIED TO FORM OF TENDER £**

**CONTRACT LUMP SUM – LOT 7**  \_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| Lot 8 – CCTV Installations | Qty. | Cost per occurrence (£) | Cost for 2 years(£) |
| Preliminaries and overhead costs; including head office, call centre costs, maintaining spare stock and maintenance records as outlined in the tender documents | General |  |  |
| Carry out all regular inspections and routine maintenance throughout the year as outlined in the installer’s maintenance schedule and maintain a record of inspection in the format provided. (*Note: Faults found requiring additional materials or return visits to repair shall be valued as a responsive repair*) |  |  |  |
| Weekly Checks | By Others | By Others | By Others |
| Monthly Checks | By Others | By Others | By Others |
| Check camera connections, coverage, movement, focus and performance | 2 per year |  |  |
| Carry out system test and check for any obstructions | 2 per year |  |  |
| Clean camera lenses and housings | 2 per year |  |  |
| Check brackets and fixings for corrosion or damage | 2 per year |  |  |
| Check wiring for wear and tear and exposed or loose wires | 2 per year |  |  |
| Check monitors’ operation and adjust settings for optimum picture quality | 2 per year |  |  |
| Clean monitors and equipment | 2 per year |  |  |
| Check cables and connections | 2 per year |  |  |
| Check that correct time and date stamp is set | 2 per year |  |  |
| **Other Items** |  |  |  |
| *Please include below any additional elements required to ensure effective maintenance or other costs the contractor deems required:* |  |  |  |
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**TOTAL CARRIED TO FORM OF TENDER £**

**CONTRACT LUMP SUM – LOT 8**  \_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| Lot 9 – Building Management Panel | Qty. | Cost per occurrence (£) | Cost for 2 years(£) |
| Preliminaries and overhead costs; including head office, call centre costs, maintaining spare stock and maintenance records as outlined in the tender documents | General |  |  |
| Carry out all regular inspections and routine maintenance throughout the year as outlined in the ‘general plant room maintenance schedule’ and maintain a record of inspection in the format provided. (*Note: Faults found requiring additional materials or return visits to repair shall be valued as a responsive repair*) |  |  |  |
| Weekly Checks | By Others | By Others | By Others |
| Monthly Checks | By Others | By Others | By Others |
| Checks to building management panel and systems and provide written repor | 4 per year |  |  |
| Gas control panel | 4 per year |  |  |
| Other Items |  |  |  |
| *Please include below any additional elements required to ensure effective maintenance or other costs the contractor deems required:* |  |  |  |
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**TOTAL CARRIED TO FORM OF TENDER £**

**CONTRACT LUMP SUM – LOT 9**  \_\_\_\_\_\_\_\_\_\_\_

# CONDITIONS OF CONTRACT

### CONDITIONS OF CONTRACT

The Form of Contract will be executed under seal and will incorporate the Measured Term Contract 2011 issued by the Joint Contracts Tribunal (hereinafter referred to as the JCT Measured Term Contract), Amendment 1: CDM Regulations and the Amendments and Additions to Conditions of Contract as defined in the Tender Documents.

Each Condition heading of the JCT Measured Term Contract together with the Amendments and Additions to Conditions of Contract are set out hereafter and the Contractor shall be deemed to have allowed in their tender for compliance with the Conditions of Contract and Amendments and Additions to Conditions of Contract.

### ARTICLES OF AGREEMENT

Recitals

Article 1 Contractor's obligation

Article 2 Payment

Article 3 Contract Administrator

Article 4 CDM Co-ordinator

Article 5 Principal Contractor

Article 6 Adjudication

Article 7 Arbitration

Article 8 Legal Proceedings

### CONTRACT PARTICULARS

ATTESTATION

CONDITIONS

Section 1 Definitions and Interpretation

1.1 Definitions

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**MEASURED TERM CONTRACT**

AMENDMENTS AND ADDITIONS TO CONDITIONS OF CONTRACT

The following Conditions amend the Standard Form of Measured Term Contract 2011 issued by the Joint Contracts Tribunal (hereinafter referred to as the JCT Measured Term Contract)

Articles of Agreement

The Employer shall be Phoenix Community Housing, The Green Man, 355 Bromley Road, London SE6 2RP.

Recitals

First "The Contract Area" shall be the area identified in Item 1 of the Contract Particulars.

Articles

Article 2 After “Schedule of Rates” insert “and the Contract Lump Sum”

After “(item 11)” insert “and item 11A”

Delete “items 12 and 13” and insert “item 12”

Article 3 Article 3 is deleted

Article 4 Principal Designer – to be advised

Article 5 Principal Contractor – to be advised

Article 7 Article 7 and clauses 9.3 to 9.8 do not apply

CONDITIONS OF CONTRACT

| cONDITION NO. | CONDITION DESCRIPTION | DELETIONS | ADDITIONS |
| --- | --- | --- | --- |
| **Section 1 Definitions and Interpretation** | | | |
|  | Definitions |  |  |
| 1.1 |  | Delete 1.1 | Insert "1.1.1"  In the meaning of "Conditions" after "Schedule hereto" insert "and the Amendments and Additions to the Conditions" |
|  |  | Delete the word or phrase "Contract Administrator"  and the meaning |  |
|  |  | Delete the meaning of Contract Documents | Insert:-  "The Form of Tender submitted by the Contrac­tor, the Articles of Agreement, the Conditions, the Amend­ments and Add­itions to the Condi­tions, the  Contract Particulars, the Instructions for Tender, the Preliminaries, the Specifications, the contract lump sum and the Schedule of Rates." |
|  |  | Delete the word or phrase "National Schedule of Rates" and the meaning |  |
|  |  |  | Insert at the beginning of the meaning of "Order".  “An instruction to proceed with yearly servicing or an instruction to carry out or investigate a responsive repair”  Insert, in alphabetical order, the following definitions:-  The "Contract Administrator" has the meaning given by Clause 1.1.2.  The “Contract Lump Sum” means the tendered lump sums for Lots 1-9 for servicing and maintenance of specialist equipment and associated works. |
|  |  |  | "Default Notice" means a written notice issued by the Contract Administrator as a result of the failure of the Contractor to comply with the Contract Administrator’s written instructions or failure to commence or complete or carry out an Order or any part thereof in accordance with the terms and conditions of the Contract.  "Normal Working Days" means Monday to Friday inclusive excluding Public Holidays.  "Normal Working Hours" means at any times between 0800 hours and 1800 hours on Normal Working Days.  "Scheme Manager" means the named person appointed by the client with whom the contractor should make appointments for visiting the premises and for liaison with the residents. |
|  | Contract Administrator |  | Insert the heading "Contract Administrator" and the following new clauses:-  1.1.2.1  Subject to the provisions of this clause, the term "the Contract Administrator" wherever used in the Contract Documents shall mean the Employer's Director of Asset Management.  1.1.2.2  The Employer may as he thinks fit authorise any other person to carry out on its behalf any part of the functions of the Contract Administrator for the purposes of this Contract. The Employer shall, when requested by the Contractor, provide to the Contractor a schedule ident­ifying each person authorised to carry out any part of the functions of the Contract Administrator show­ing the extent of the part of the said functions which each such per­son is being authorised to carry out. If at any time during the Contract Period it appears to the Employer to be expedient to make any change in respect of the matters contained in the said schedule (or if no such schedule had previously been provided, to provide such a schedule)  the Employer shall as soon as reasonably practicable notify the Con­tractor in writing of any such change (or provide such a schedule). Any reference in the Contract Documents to the Contract Administrator is to be construed as meaning the ­Contract Administrator himself and/or the person identified as aforesaid as the person authorised to carry out the relevant part of the Contract Adminis­trator's functions. Without preju­dice to the generality of the last sentence the Contractor shall comply with all Orders, instructions, and directions of the person identified as aforesaid as if the Order, instruction or direction had been issued or given by the Contract Administrator himself |
|  | Sufficiency of Information |  | Insert the heading "Sufficiency of  Information" and the following new clauses:-  1.1.3.1  The Contractor shall be deemed to have satisfied himself before submitting his tender as to the accu­racy and sufficiency of the contract lump sum and the rates and percentages stated by them in their tender and shall (except insof­ar as otherwise provided in the Contract) be deemed to have therein covered all their obligations under the Contract and shall be deemed to have obtained for themselves all necessary information as to the risks, contin­gencies and other circumstances which might reasonably influence or affect their tender.  1.1.3.2  The Contractor warrants all representation whether written or oral made to the Employer by the Contractor which would or might affect the Employers decision to enter into the contract to be correct. |
|  | Documents mutually explanatory |  | Insert the heading "Documents mutually explanatory" and the following new clauses:-  1.1.4.1  Except as otherwise expressly provided, the Contract Documents are to be read as a whole and to be taken as mutually explanatory of one another and if the Contractor shall find and notify to the Contract Administrator any ambiguity or discrepancy, or if it shall appear to the Contract Administrator that there is any ambiguity or discrepancy in or between any of the said documents, the same shall be explained and adjusted by the Contract Administrator who shall thereupon send to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions.  1.1.4.2  Where there is any inconsistency between these Conditions and any other Contract Document, these Conditions shall prevail. |
|  | Amendment |  | Insert the heading "Amendment" and the following new clause:-  1.1.5  Notwithstanding any other of the Conditions, no deletions from or additions to or change in any of the Contract Documents shall be valid or of any effect unless agreed in writing and signed by a duly authorised representative of each party and expressed to be for the purpose of such amendment. |
|  | Waiver |  | Insert the heading "Waiver" and the following new clause:-  1.1.6  Failure by the Employer at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Employer to enforce any provision in accordance with the Contract. |
|  | Severance |  | Insert the heading "Severance" and the following new clause:-  1.1.7  If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any of its other provisions all of which shall remain in full force and effect. |
|  | Copyright |  | Insert the heading "Copyright" and the following new clause:-  1.1.8  Copyright in Contract Documents shall rest in the Employer and the Contract Documents and all copies thereof are and shall remain the property of the Employer and must be returned to the Employer on demand. The Contract Documents may not be copied without the written consent of the Contract Administrator. |
|  | Confidentiality |  | Insert the heading “Confidentiality” and the following new clauses:-  1.1.9.1  All information (“Information”) provided to the Contractor or obtained by the Contractor in connection with this Contract (except as detailed in clause 1.1.9.3 below) is confidential. The Contractor shall not, during the Contract Period or afterwards (except as may be required by law or as directed by the Employer) disclose Information to anythird party or use Information for any purpose other than as strictly necessary to perform its obligations under this Contract. The Contractor shall ensure that any of its employees or other persons involved in performing its obligations under this contract is bound by an undertaking in the same terms;  1.1.9.2  The Contractor shall use its best endeavours to prevent disclosure of information, and shall keep proper security arrangements against the destruction, loss or unauthorised use or alteration of Information. The Contractor shall restore at its own expense Information which is destroyed or in respect of which an unauthorised alteration is made;  1.1.9.3  The obligations of confidentiality set out in Condition 1.1.9.1 shall not apply to Information which:   * is in, or comes into, the possession of the Contractor other than as a result of a breach of this Agreement; * is, or comes into, the public domain other than as a result of a breachofthis Agreement; * is strictly necessary for the Contractor to perform its obligations under the Contract;   1.1.9.4  The Contractor may not make any press announcements or publicise this Contract in any way without the prior written consent of the Employer. |
|  | Freedom of Information Act 2000 |  | Insert the heading “Freedom of Information Act 2000” and the following new clauses:-  1.1.10.1  The Contractor accepts that the Employer is obliged to comply with the Freedom of Information Act 2000 and the Code of Practice on the Act (collectively “the Act and Code”), and will assist the Employer to comply with its obligations under the Act and Code. This includes helping the Employer comply with its obligation to respond to a request for information (“Information Request”) within 20 days of receipt; and providing information to the Employer where the Employer requests.  1.1.10.2  The Employer is entitled to disclose information unless it believes that the information is Exempt under the Act. Exemption may apply where, for example, information is provided in confidence; where the information is a trade secret; or where release is likely to prejudice commercial interests. The Employer will decide, acting reasonably, whether information requested under the Act is to be disclosed or not. The Employer will where reasonably practicable consult the Contractor and will consider any representations made by the Contractor. The Employer shall not be liable for any loss or other detriment caused by the disclosure of any information. |
|  | General Data Protection Regulations |  | Insert the heading “GDPR” and the following new clauses:-  1.1.11.1  The Contractor’s attention is hereby drawn to the “General Data Protection Regulations” (GDPR) 2018  1.1.11.2  The Contractor hereby undertakes that it will comply with its obligations under GDPR as and when the same are applicable to this Contract and that it will comply with the additional obligations of confidentiality applying to any personal data processed by the Contractor under this Contract.  1.1.11.3  The Contractor will indemnify the Employer and keep the Employer indemnified against any damages, losses, liabilities, claims, actions, costs, deductions and expenses arising as a result of any breach by the Contractor, its employees, sub-contractors or agents, of its obligations under this clause 1.1.11.  1.1.11.4  Without prejudice to the generality of this clause 1.1.11, where the Employer is data controller for any personal data processed by the Contractor as part of the Service the Contractor as data processor shall:  act only on instruction from the Employer as data controller, and  take appropriate technical, operational and security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.  1.1.11.5  Each party undertakes to the other that it will not knowingly place the other in breach of that other party’s obligations under GDPR. |
| **Section 2 Carrying out Work** | | | |
|  | Contractors Obligations |  |  |
| 2.1 |  | Delete "2.1"and clause 2.1 | Insert the following new clauses:-  2.1.1  On receipt of an Order the Contractor shall carry out the work pursuant to that Order at the Site in a good and workmanlike manner with reasonable diligence in accordance with the Contract Documents and any instructions of the Contract Administrator using materials and workskills of the quality and standards therein specified; and, where a CDM Construction Phase Plan has been required for any project comprised in an Order, in accordance with that CDM Construction Phase Plan. Where an appropriate British Standard specification or British Standard Code of Practice issued by the British Standards Institution is current, all goods and materials used or supplied and all work shall be in accordance with that standard or conform with the national standard of another member state of the EC or an International Standard offering equivalent guarantees will also be acceptable. Where no other quality is specified materials shall be good and proper materials reasonably fit for the purpose for which they are used. Provided that where and to the extent that approval of the quality of materials or of the standards of workmanship is a matter for the opinion of the Contract Administrator such quality and standards shall be to the reasonable satisfaction of the Contract Administrator. If the Contract Administrator requires the Contractor shall furnish to him reasonable proof that any material¬s and/or workmanship are of the quality and standards specified in the Contract Documents.  2.1.2.1  If the Contractor fails to commence and/or complete any of the work included in the contract lump sum or any Order at or within the time period agreed or in the manner prescribed by Clause 2.1.1, the Employer may serve a Default Notice on the Contractor specifying the period of time in which the Contractor will be required to commence and/or complete such work or Order, or alternatively the Employer may cancel the Order and may pay other persons to carry out the work ordered or any part thereof and the amount of any costs, loss or expense incurred by the Employer by reason thereof (including but not limited to the Employer's administration and inspection costs, an arbitration or court award, a legal settlement and all associated legal costs, any compensation or award under the Employer’s Tenancy Agreement or the Right to Repair Regulations and loss of rent) may be set off against and deducted by the Employer from any monies due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Employer as a debt. The rights of the Employer under this sub-clause shall be without prejudice to any other rights or remedies which he may possess.  2.1.2.2  For the avoidance of doubt the Employer shall not (when serving a Default Notice) be obliged to give the Contractor an additional period of time to commence or complete an Order. |
| 2.3.1.1 |  |  | Insert at the beginning "irrespective of the Contractor’s performance” |
|  | Orders - Completion |  |  |
| 2.6 |  | Delete “2.6” | Insert “2.6.1”  Insert the following new clauses:-  2.6.2  All works included in the Contract Lump Sum shall be carried out in accordance with a programme agreed by the Contract Administrator.  2.6.4  If an Inspection and Maintenance Order or an Improvement Works Order shall not have been commenced and completed in accordance with the agreed programme or if a Response Repair Order shall not have been commenced at the time of a pre-arranged appointment or shall not have been commenced and/or completed at or within the time stated in the Contract Particulars (item 6) as applicable to the Priority Code stated in the Order or at or within the time stated in a Default Notice (or by any later date or time fixed under clause 2.10) the Employer may cancel the Order or may himself carry out or pay other persons to carry out or pay other persons to carry out the work or any part thereof and the amount of any costs, loss or expense incurred by the Employer by reason thereof (including but not limited to the Employer’s administration costs, an arbitration or court award, a legal settlement and all associated legal costs, any compensation under the Tenancy Agreement or the Right to Repair Regulations and loss of rent) may be set off against and deducted by the Employer from any monies due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Employer as a debt. The rights of the Employer under this sub-clause shall be without prejudice to any other rights or remedies which he may possess. |
| 2.12 | Defects | Delete "within 6 months" | Add "within 12 months" |
| **Section 3 Control of Work** | | | |
| 3.2 | Sub-contracting | Delete Clause 3.2 | Insert the following new clauses:- |
|  |  |  | 3.2.1.1  The Contractor shall not sub-contract any Order or any part thereof to any person without the previous written consent of the Employer, which consent shall not be unreasonably withheld.  3.2.1.2  Where written consent has not been obtained in accordance with clause 3.2.1.1, the Order may be inspected by the Contract Administrator and the amount of any costs incurred by the Employer in carrying out the inspection may be set off against and deducted by the Employer from any monies due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Employer as a debt. The rights of the Employer under this sub-clause shall be without prejudice to any other rights or remedies which he may possess.  3.2.1.3  Where written consent has been provided in accordance with clause 3.2.1.1, no further sub-contracting will be approved. If the Contractor fails to prevent further sub-contracting, the Employer will be entitled to cancel the Order and pay other persons to carry out the work ordered or any part thereof and the amount of any costs, loss or expense incurred by the Employer by reason thereof may be set off against and deducted by the Employer from any monies due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Employer as a debt. The rights of the Employer under this sub-clause shall be without prejudice to any other rights or remedies which he may possess.  3.2.1.4  The Contract Administrator may by an instruction to the Contractor direct that all or any part of the work the subject of an Order, or any goods or materials required for the purposes of the execution of an Order, shall be executed or supplied by a sub­-contractor or supplier nominated by the Contract Administrator. If the Contract Administrator gives any such instruction, the Contractor shall as soon as practicable enter into a sub-contract for such works or agreement for the supply of such goods or materials with the person so nominated unless the Contractor shall within 72 hours of the issue of the instruction have made reasonable objection in writing to entering into such sub-contract or agreement with the nominated person.  3.2.1.5  No sub-contracting on the part of the Contractor shall operate to relieve the Contractor from any liability or obligation to the Employer under the Contract and the Contractor shall be responsible to the Employer for and shall indemnify the Employer in respect of acts, defaults or neglect of any sub-contractor or his agents or employees in all respects as if they were the acts, defaults or neglect of the Contractor or (the word "employee" hereinafter in this sub-clause means a person directly employed under a contract of service) any employee of the Contractor.  3.2.2  Without prejudice to anything contained in clause 3.2.1, the Contractor shall immediately upon receipt pass on to any sub-contractor and require such sub­-contractor forthwith to comply with all instructions of the Contract Administrator which might affect the sub-contractor's work under the sub­-contract and the Contract Administrator shall be at liberty to issue directly to any sub­-contractor any instruction which he considers desirable in the interests of the health and safety of any person and/or to avoid damage to any property.  3.2.3  Without prejudice to anything contained in clause 3.2.1 or 3.2.2, any sub-contract shall provide that the Contract Administrator shall have the same rights and remedies in respect of access to any Site or the work being carried out on there and to inspect any material intended to be or being used for the carrying out of any Order as he would have under this Contract were the Order being carried out directly by the Contractor.  3.2.4  The Contractor shall at all times comply with the requirements of the Modern Slavery Act 2015 and shall ensure that all staff directly and indirectly employed by him are appointed under terms not in contravention of the act. |
|  | Contractor's representative |  |  |
| 3.3 |  | Delete heading "Contractor's representative". Delete Clause 3.3 |  |
|  | Contractor’s contract management |  | Insert the heading "Contractor's contract management" and the following new clauses:-  3.3.1  The Contractor shall at all times during the Contract Period (unless the Contractor's employment is earlier determined in accordance with the Contract) and for so long thereafter as any Order to be carried out under the Contract remains to be completed employ a suitably experienced and competent Contract Manager empowered to act on behalf of the Contractor at all times and for all purposes connected with the Contract. Any Order, notice, instruction, information or other communication given or made to the Contract Manager shall be deemed to have been given and issued to the Contractor.  3.3.2  The Contractor shall not later than 28 days before the commencement of the Contract Period notify the Contract Administrator in writing of the identity, address and telephone number(s) of the person appointed as Contract Manager with details of their experience and any qualifications they may have. In the event of a change of Contract Manager, the Contractor shall forthwith notify the Contract Administrator in writing of the person appointed giving their address, telephone number(s), experience and (if any) qualifications.  3.3.3  The Contractor shall appoint and shall not later than 28 days before the commencement of the Contract Period notify the Contract Administrator in writing of the identity, address, telephone number(s), experience and (if any) qualifications of a person or persons authorised to act for any period as deputy for the Contract Manager. There shall at all the times mentioned in Clause 3.3.1 be at least one person so authorised and all persons so authorised shall be suitably experienced and competent. The Contractor shall give the Contract Administrator such notification in respect of any subsequent appointee forthwith upon their appointment.  3.3.4  The Contractor shall ensure that at all times mentioned in Clause 3.3.1 the Contract Manager or a duly authorised Deputy is contactable by the Contract Administrator.  3.3.5  The Contract Manager or a duly authorised Deputy shall  (i) consult with and attend meetings with (where reasonably necessary outside Normal Working Hours) the Contract Administrator and the Scheme Manager (and with such other of the Employer's staff as may from time to time be specified by the Contract Administrator) as often as may reasonably be necessary to ensure proper performance of the Contract;  (ii) follow and comply with any instructions given or issued by the Contract Administrator in connection with performance of the Contract;  (iii) conduct and maintain day to day communications in respect of works at any Site (including communications in respect of such matters as the timing and progress of work) with the Contract Administrator.  3.3.6  The Contract Manager shall promptly inform the Contract Administrator of any act or omission on the part of the Employer which in the Contractor's opinion prevents the Contractor from or hinders the Contractor in complying with this Contract. The provision of information under this sub-clause shall not in any way release or excuse the Contractor from his obligations under the Contract.  3.3.7.1  The Contractor shall provide a sufficient number of supervisory employees, in addition to the Contract Manager, and ensure that the Contractor's employees engaged in and about the performance of the Contract and/or in attendance at any Site are at all times adequately supervised and properly perform their duties in accordance with the Contract Documents and shall ensure that his sub-contractors provide such supervision. The names of such supervisory staff shall be supplied to the Employer upon request at any time. |
|  |  |  | 3.3.7.2  All supervisory staff shall attend meetings with the Contract Administrator if so required by him provided reasonable notice of any such proposed meeting is given.  3.3.8  The Contractor shall not and he shall ensure that his staff do not unlawfully remove any article or thing from any Site or from any of the Employer's premises whether the property of the Employer or of its employees, agents or sub-contractors, or of any other persons. Without prejudice to any other right or remedy which the Employer may possess, the Contractor shall be liable for and shall indemnify the Employer against any loss, damage, expense, liability, claim or proceedings whatsoever however arising out of or caused by the unlawful removal by himself or any member of his staff of any such article or thing from any such premises or Site or the damage of any article or thing.  3.3.9  The Contractor shall ensure that he and his staff carry out their duties and behave while at any Site in such a way as to cause as little inconvenience, disturbance or disruption to any of the occupiers or any of the Employer's own staff or any other person at premises where the Contractor is present for the purpose of the Contract and will also have due regard for owners and occupiers of nearby property and the general public. The Contractor shall also ensure that neither by itself, its agents, sub­-contractors (or employees of those entities) do or permit anything to be done which may bring the Employer into disrepute.  3.3.10  The Contractor shall observe and shall ensure that his employees observe the security of all Sites and individual dwellings.  3.3.11  The Contractor shall maintain current and accurate records, including detailed financial information, for all works carried out pursuant to any Order. Such records shall be open for inspection at all reasonable times by the Contract Administrator or such other officer of the Employer as the Employer may at any time direct. |
| 3.4 | Access to the Site | Delete clause 3.4 | Insert the following new clauses:-  3.4.1  Subject to such instructions if any as the Contract Administrator may issue, access to Site shall be arranged by the Contractor.  3.4.2  The Contractor shall comply with the provisions on access to the site stated in the Preliminaries.  3.4.3  Where the Contractor is unable to gain access to the site, he shall comply with the provisions stated in the Preliminaries.  3.4.4.1  The Contractor will be required to provide an appointments system in order that the Contract Administrator or occupier may arrange an appointment with the Contractor at any time during Normal Working Hours.  3.4.4.2  The appointment system provided by the Contractor under clause 3.4.4.1 will be subject to the approval of the Contract Administrator.  3.4.5  The Contractor shall under no circumstances whatsoever be entitled to any payment or reward in respect of his obligations under Clause 3.4 or his compliance therewith. |
| 3.6.2.2 | Cancellation of an Order |  | After "incurred by the Contractor as a result" insert "save that no payment will be considered in the event of a cancellation resulting from the default of the Contractor". |
| 3.10.1 | Appointment of Successors | Delete clause 3.10.1 | Insert “3.10” |
| 3.10.2 | Inspection of work or supply | Delete “3.10.2” | Insert the heading "Inspection of work or supply" and the following new clauses:-  3.11.1  The Contract Administrator, or other person authorised by him for the purpose, may inspect any work in progress or being carried out at any Site and any plant or materials which the Contractor has used, is using or intends at any time to use for the purpose of the Contract and may take such measurements or other steps as he sees fit to inform himself as to any matter connected with the execution of any work and/or the supply of labour and/or plant and/or materials carried out, being carried out or to be carried out under the Contract. The Employer's rights hereunder are without prejudice to any other of the Employer's rights, powers or duties under the Contract.  3.11.2  During progress and on completion of any Order, the works, the subject of the Order, may be inspected by the Contract Administrator. Where necessary the Contract Administrator will issue further instructions to the Contractor with regard to outstanding works or any defects in the works carried out. If subsequent inspections carried out by the Contract Administrator reveal that works are still outstanding and/or any identified defects have not been remedied the amount of any costs incurred by the Employer in carrying out the subsequent inspections may be set off against and deducted by the Employer from any monies due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Employer as a debt. The rights of the Employer under this sub clause shall be without prejudice to any other rights or remedies which he may possess. |
| **Section 4 Payment** | | | |
| 4.3.4 | Progress Payments |  | Insert the following new clause:-  4.3.4  Applications for a progress payment will not be considered for individual repairs that have not achieved completion.  The yearly lump sum shall become due at quarterly intervals following completion of each service as outlined in the pricing breakdown. |
|  | Final Payment Where Contractor Measures and Values Orders |  | Insert the following new clauses:-  4.5.6  If an account submitted by the Contractor in accordance with clause 4.5.1 or 4.5.3 is found by the Contract Administrator, whether or not it has been certified to contain errors in the Contractor's favour in excess of the amount that should properly have been included in the account so submitted, then the account shall be amended and the Employer   * + - 1. shall only be required to pay such corrected account or, if the uncorrected account has been certified and paid, shall be entitled, subject to clause 4.6.5 to recover the excess by withholding and/or deduction from any amount due or to become due to the Contractor or that excess may be recovered from the Contractor as a debt; and       2. may, subject to clause 4.6.5 withhold and/or deduct from any amount due or to become due to the Contractor under the Contract or recover from the Contractor as a debt all costs reasonably incurred by the Employer in finding the error.  4.5.7Without prejudice to Clause 4.5 the Contract Administrator will only be required to include in his Certificate works commenced and completed in accordance with the Contract Documents.4.5.8It shall be a condition precedent to any payment made by the Employer under clause 4.5 that the Contractor shall have handed over to the Employer (to the Contract Administrator’s satisfaction) all documentation and other items as the Contractor is required to provide, including but not limited to:Gas and Electric test certificatesGuarantees and warrantiesMaintenance manualsInformation under CDM RegulationsAll information relating to the completed Order |
| 4.6.1 | Payment of Certificates | Delete “shall be 14 days” | Add “shall be 28 days” |
| **Section 5 Measurement and Valuation** | | | |
| 5.3.1 | Valuation – measurement | Delete “Adjustment Percentage” | Add “Adjustment Percentages” |
|  | Valuration – daywork |  | Insert the following new clauses:-  5.4.3  Daywork rates shall be payable only in respect of time spent on Site in carrying out the work. They will not be payable in respect of incidental travelling and transport to and from Site for any reason whatsoever.  5.4.4  The Contractor shall give the Contract Administrator all information necessary to enable him properly and fully to supervise any work which is to be valued on a daywork or prime cost basis. |
| 5.7 | Overtime work | Delete heading “Overtime work” |  |
|  | Out of Normal Working Hours working |  | Insert the heading “Out of Normal Working Hours working” and the following new clauses:-  5.7.1  The Contractor shall in the case of Emergency Work always be permitted to work outside Normal Working Hours but may otherwise do so only with the prior written consent of the Contract Administrator.  5.7.2  Any working outside Normal Working Hours shall be at the Contractor’s own expense. The cost of working outside Normal Working Hours shall be deemed to have been allowed for in the Adjustment Percentages and the Contractor shall not be entitled to any further or other payment in respect of work carried out for labour, plant or materials supplied at times not within Normal Working Hours in any circumstances whatsoever. |
| 5.8 | Interruption of work – unproductive costs | Delete heading “Interruption of work – unproductive costs”  Delete clause 5.8 |  |
| **Section 6 Injury, Damage and Insurance** | | | |
| 6.4.1 | Contractor’s Insurance of hi liability |  | After ".... maintain insurance", insert "with a reputable insurance company and shall ensure that any sub­-contractor engaged for any purpose connected with the carrying out of the works takes out and maintains such insurance ...." |
| 6.4.1.2 |  |  | After ".... arising out of one event", insert "and the Contractor's insurance policy effecting such cover shall have the interest of the Employer endorsed thereon or shall otherwise expressly by its terms cover its benefits upon the Employer". |
| 6.4.3 |  |  | After ".... premiums therefor", insert "together with a reasonable administration charge (which charge shall not exceed 10% of the premiums) ....". |
| 6.10 | Insurance Documents – failure by Contractor to insure |  | After "in respect of premiums", insert "together with a reasonable administration charge (which charge shall not exceed 10% of the premiums)". |
| **Section 7 Break Provision – Rights of each Party** | | | |
| 7.1 | Break Notice | Delete Clause 7.1 | Insert the following new Clause:-  7.1  The Employer shall have the right to reduce the duration of the Contract Period by giving the Contractor 13 weeks’ notice to that effect and the Contractor shall have the right to reduce the Contract Period by giving the Employer 26 weeks’ notice to that effect (or such lesser periods of notice as are stated in the Contract Particulars (item 15)).  The notices may in either case expire at any time not less than 6 months after the date of commencement of the Contract Period. |
| **Section 8 Termination for default, etc.** | | | |
| 8.4.1.2 | Default by Contractor |  | After "or delayed" insert "or the Contractor shall fail to meet the agreed Minimum Percentage for each Key Performance Indicator detailed in the Preliminaries". |
| 8.6 | Corruption |  | After "any other contract" insert "and (without prejudice to the Employer’s rights under any other clause of the Contract) to recover from the Contractor the amount of any loss to the Employer resulting from such determination of employment under any such other Contract". |
| **Section 10 Security of Voids** | | | |
|  |  |  | Insert new Section 10 - "Security of Voids" and the following new clauses:  10.1  The Contractor shall keep fully secure any vacant property whilst in his possession and shall take all necessary and reasonable precautions to protect the property against any unauthorised access or squatting. The Contractor shall indemnify the Employer against any loss, damage, expense, liability or proceedings whatsoever, howsoever arising out of or caused by any breach by him of this clause.  10.2  Should the property become squatted whilst in the possession of the Contractor, the Employer will undertake the legal process to evict the squatters. Without prejudice to any other right or remedy which it may possess (including the aforesaid indemnity), breach of this clause 10 by the Contractor will entitle the Employer to deduct as liquidated damages from payments due to the Contractor its loss of rent for up to 20 weeks together with its reasonable legal costs. |
| **Section 11 Corruption Information and Auditing** | | | |
|  |  |  | Insert new Section 11 – “Corruption Information and Auditing” and the following new clauses:-  11.1  The Contractor warrants and represents to and undertakes with the Employer, on the execution of the Contract and throughout the Contract Period, that it will:-   1. carry out work in a good, safe and competent manner and free from dishonesty and corruption and in a manner which shall promote and enhance the image and reputation of the Employer; 2. implement such systems as shall be necessary to eliminate, so far as practicable, and protect the Employer from fraud, corruption, error and mistake by the Contractor or its staff. The Contractor shall notify the Employer immediately if fraud, corruption or substantial errors are suspected. The Contractor shall permit the Employer to audit such systems and shall provide the Employer with all necessary access and facilities for that purpose; and 3. take all reasonable steps to ensure the Employer's interests are protected at all times, in particular by ensuring that all systems and procedures adopted by the Contractor for carrying out work under the Contract are in accordance with best practice.   11.2  The Contractor shall give the Employer such information and access to and copies of documents as the Employer may reasonably require to satisfy itself as to the Contractor's compliance with this Condition.  11.3  The Contractor shall at all times during the Contract Period and for a period of 12 years afterwards:-   1. keep secure and give to or make available for inspection by the Employer or its Auditors, all original and copy records, documents, information, statements and papers which may be acquired or produced by the Contractor or any permitted subcontractor in the performance of the work under the Contract. In default of compliance, the Employer may recover possession of such materials, and the Contractor licences the Employer or its appointed agents to enter for these purposes any premises of the Contractor or its permitted subcontractors where any such materials may be held; 2. make such explanations to the Employer or its Auditors as may be necessary for them to be satisfied that the terms and conditions of the Contract, the Employer’s Standing Orders and financial regulations and the statutory provisions relating to the Contract are being complied with. 3. fully co-operate with any enquiry or investigation (whether routine or specific) which in any way concerns, affects or relates to the Works, or any sum claimed or charged in relation to the Contract. |

# CONTRACT PARTICULARS

The Contract Particulars including Amendments and Additions are as follows:-

## Properties and description of the types of work

### List of properties in the Contract Area in respect of which orders may be issued:-

65-124 Hazelhurst Court, Melfield Gardens, London SE6 3DT

### Description of the types of work for which Orders may be issued.

1. Inspection, testing and maintenance to all equipment included in the Contract lump sum for each Lot.
2. Response Repairs in accordance with the Priority Code stipulated on the Order.

## Supplemental Provisions (Sixth Recital and Schedule)

Collaborative working Paragraph 1

applies

Health and safety Paragraph 2

applies

Cost savings and value improvements Paragraph 3

applies

Sustainable development and environmental Paragraph 4

considerations applies

Performance Indicators and monitoring Paragraph 5

applies

Notification and negotiation of disputes Paragraph 6

does not apply

## Contract Period

Subject to clause 7.1 the Contract Period will be Twenty Four months commencing on 1st July 2019.

At the Employer’s option only the Contract Period may be extended in 12 month increments to a maximum period of 48 months.

After the initial 24 months of the Contract Period an appropriate adjustment will be made to the contract lump sum and daywork rates in accordance with item 5.11.5 hereinafter.

The prime cost percentage adjustments are not subject to change throughout the contract period.

## Arbitration

Article 7 and clauses 9.3 to 9.8 (Arbitration) do not apply.

## Orders – Minimum and Maximum Value

Minimum Value of any one Order to be issued (exclusive of VAT):-

£NIL (No minimum value)

Maximum Value of any one Order to be issued:-

£20,000.00 (Twenty Thousand Pounds)

## Orders – Value of work to be carried out

Approximate anticipated Value of work to be carried out under this Contract by the Main Contractor

£100,000 (One Hundred Thousand Pounds) per annum for all packages

No guarantee is given as to the actual value of works ordered under this contract and no claim for additional costs shall be considered as a result of the amount of work being different from that stated above.

## Orders – Priority Coding

The following priority codes shall apply and be used to adjust the contract value for each order in line with the tendered adjustments.

Note that the contract lump sum is not subject to adjustment for priority coding:-

**Response Repairs**

**Priority Code (“A”) Commencement and Completion**

**Emergency (Code 0)**

Commence work on Site within two hours (or one hour where “attend immediately” is ordered) of receipt of an Order (whether received by telephone, fax or e-mail) received after 0800 hours and before 1800 hours on Normal Working Days. Complete the Order as soon as reasonably practicable and provide a written report to the Contract Administrator within four Normal Working Hours.

**Urgent (Code 1)**

Completion within twelve Normal Working Hours.

**Non-Urgent**

Completion within twenty four hours after receipt of an Order. (Code 2)

Completion within three Normal Working Days after receipt of an Order. (Code 3)

Completion within ten Normal Working Days after receipt of an Order. (Code 4)

*Note, it is expected that different daywork rates shall be provided for out of hours working, the percentages above shall apply to the relevant base rate depending on the date and time the order is received, rather than when the works is completed other than where formally agreed in writing prior to commencement.*

## Construction Industry Scheme (CIS)

The Employer at the commencement of the Contract Period is a ‘Contractor’ for the purposes of the CIS.

## Progress Payments

Estimated Value of an Order above which progress payments can be applied for: £100 (monthly)

## Responsibility for measurement and valuation

The Contractor shall measure and value all Orders.

## Schedule of Rates

### The Schedule of Rates for Response Repairs are as included in the Tender Documents.

### Subject to adjustment of the rates listed in that Schedule by the following Adjustment Percentage:-

Percentage “A0” Add / Deduct \_\_\_%

Percentage “A1” Add / Deduct \_\_\_%

Percentage “A2” Add / Deduct \_\_\_%

Percentage “A3” Add / Deduct \_\_\_%

Percentage “A4” Add / Deduct \_\_\_%

### The Schedule of Rates for Maintenance are as included on the Form of Tender

### This item is deleted

### Clause 5.6.1 applies

### Basis and dates of revision

The basis on which the Schedule of Rates and Schedule of Hourly Charges are to be revised under clause 5.6.1.2 is as follows:-

On the expiration of the initial 24 months of the Contract Period all Orders shall be valued in accordance with the following formula:

F = A + A [C – B]

[ B ]

All Orders issued on or after the 1st July 2021 and on or before 30th June 2022:

For which purpose:

A = the price payable in respect of works carried out during the initial twelve months of the contract period.

B = the General Maintenance Index for the second quarter 2020

C = the General Maintenance Index for the second quarter 2021

F = the adjusted price

All Orders issued on or after the 1st July 2022 and on or before 30th June 2023:

For which purpose:

A = the price payable in respect of works carried out during the initial twelve months of the contract period.

B = the General Maintenance Index for the second quarter 2021

C = the General Maintenance Index for the second quarter 2022

F = the adjusted price

“General Maintenance Index” means the Building Maintenance Information (BMI) Private Sector General Maintenance Cost Indices Table 3.4 published by the Royal Institution of Chartered Surveyors.

The above formula is only applicable to works valued in accordance with the Schedule of Rates and the Schedule of Hourly Charges (see item 12.1 of these Contract Particulars). It is not applicable to works reimbursed on a Prime Cost Basis.

For each subsequent year of the Contract the above basis for calculating the revision to the Schedule of Rates and the Schedule of Hourly Charges will apply.

## Contract Lump Sum (2 years fixed price)

Lot 1 – Air Conditioning and Ventilation Equipment £ \_\_\_\_\_\_\_\_\_\_\_\_

Lot 2 – Commercial Kitchen Equipment £ \_\_\_\_\_\_\_\_\_\_\_\_

Lot 3 – Bathroom Lifting Equipment and Assisted Baths £\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot 4 – Photovoltaics Installations £\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot 5 – Green Roof Installations £\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot 6 – Pond Pump Installations £\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot 7 – Glulam Installations £\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot 8 – CCTV Installations £\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot 9 – Building Management Panel £\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment of the Contract Lump Sum shall be monthly, in arrears, ascertained in accordance with the tender.

## Daywork

### Valuation – percentage additions

Schedule of Hourly Charges

|  |  |  |
| --- | --- | --- |
|  | During Normal  Working Hours | Outside of Normal  Working Hours |
| Gas Engineer | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |
| Electrician | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |
| Plumber | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |
| Other Tradesman | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |
| Labourer | £\_\_\_\_\_\_\_\_\_\_\_ / hour | £\_\_\_\_\_\_\_\_\_\_\_ / hour |

The percentage additions to the invoice price of non-labour items is as follows:-

Overheads and profit on Materials \_\_\_\_\_\_\_ %

Overheads and profit on Plant,

Services and Consumable Stores \_\_\_\_\_\_\_ %

Overheads and profit on Sub-Contractors \_\_\_\_\_\_\_ %

## Revision of Schedule of Hourly Charges

Clause 5.6.3 applies

The basis on which the Schedule of Hourly Charges are to be revised is the same as that for the Schedule of Rates (refer to item 5.11.5 of these Contract Particulars).

## Overtime work

This item is deleted.

## Insurance

1 Insurance cover for any one occurrence

or series of occurrences arising out of one

event £10,000,000

2 Percentage to cover professional fees 15%

3 Annual renewal date of insurance as

Supplied by Contractor TBA

4 Terrorism Cover – details of the required

Cover Not applicable

## Break Provisions – Employer or Contractor

The period of notice is 13 weeks for the Employer and 26 weeks for the Contractor

## Settlement of Disputes

### Adjudication

The Nominator of the Adjudicator shall be the President or a Vice-President of The Royal Institution of Chartered Surveyors

### Arbitration

Not applicable

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## Generally

The following clauses describe preliminary matters, general facilities and obligations and restrictions relating to this "Term Contract".

The cost of complying with any or all of the following matters will be deemed to be included within the tender whether separately identified or not. The tender will also be deemed to include for all profit and any other overhead and establishment charges which may not be described in this section of the Tender Documents.

It is essential that the Contractor fully understands the scope of the work and the meaning and operation of a "Term Contract" and should satisfy themselves that if they have any queries on these matters that they refer them to Mr MK Chong, Potter Raper Ltd, Duncan House, Burnhill Road, Beckenham, Kent BR3 3LA (mk.chong@potterraper.co.uk) before submitting their tender, as no claim will be entertained on the basis of the Contractor not appreciating the working of a term contract, or on the grounds that the work undertaken or required differs from or is greater than or less than they envisaged based on the Tender Documents or the information given to them at tender stage.

## Conditions of Contract

The Conditions of Contract are the JCT Measured Term Contract 2011 together with the Amendments and Additions detailed in the Tender Documents. Any costs incurred in complying with the Conditions of Contract will be deemed to have been allowed for in the tender.

## Duration of Contract

The Contract Period will be 24 months commencing on 1st July 2019. At the Employer’s option only, the Contract Period may be extended, in 12 month increments, to a maximum period of 48 months.

## Scope of the Works

The works comprise:-

1. Programmed inspection, testing and maintenance of specialist equipment, fittings and installations.
2. Response Repairs in accordance with the Priority Code stipulated on the Order (refer to Contract Particulars).

## Contract Area

The Contract Area is 65-124 Hazelhurst Court, Melfield Gardens, London SE6 3DT.

## Definition of Terms

“Approved”, “directed”, “selected” or “nominated” means approved, directed, selected or nominated in writing by the Contract Administrator.

“BS” or “BS COP” means the latest British Standard Specification or British Standard Code of Practice published by the British Standards Institution including any amendments, revisions or replacements.

“Contract Lump Sum” means the tendered lump sums for the servicing and maintenance for Lots 1-9 for specialist equipment and associated works.

“Default Notice” means a written notice issued by the Contract Administrator as a result of the Contractor’s failure to comply with the Contract Administrator’s written instructions or failure to commence or complete or carry out an Order or any part thereof in accordance with the terms and conditions of the Contract.

“Improvement Works” means the works included in the Contract Lump Sum.

“Item” means everything necessary to complete the repair or renewal.

“Order” means an instruction to carry out the Inspection and Maintenance Works or a Response Repair or Improvement Work.

“Percentage(s)” means the tendered percentage(s) as identified within the Form of Tender and the Contract Particulars.

“Rate” or “price” means the value tendered for any item of work for the unit of measurement expressed therein.

“Remove”, “clear away” or the like means the clearing away off the Employer's premises or removal to the Employer's store or an authorised tip or waste disposal site as directed.

“Response Repair” means a repair required to be carried out by the Contractor to rectify a fault or faults to ensure the installations are fully operational at all times.

“Schedule of Rates” means the tendered rates for Maintenance and Response Repairs.

“Site” means any location at which there are Specialist Equipment installations.

“Supply and Fix” or “Renew” means, unless otherwise stated, that the rate includes for taking out the existing where necessary and supplying and fixing the new items or materials described to a similar or improved specification including all necessary new works, alterations and adaptations, and commissioning.

“Scheme Manager” means the person(s) nominated by the Client to be the contact for appointments for access to residential areas within the premises.

## **Conditions** Affecting the Execution of the Works

The Contractor shall be deemed to have acquainted and satisfied themselves as to the Contract Area and the Sites owned or managed by the Employer at which the work will be required to be executed.

The Contractor shall be deemed to have acquainted and satisfied themselves as to the conditions affecting the supply and cost of labour, the availability and prices of materials and all other conditions of the locality in which the works under the Contract are to be carried out insofar as the same might affect the tender as no claim for extra costs arising from the foregoing will be entertained.

The Contractor shall be deemed to have acquainted and satisfied themselves with regard to all conditions and matters likely to affect the execution of the works, including any requirements of the Local Authorities and Public Utilities.

No claim by the Contractor for additional payment will be allowed on the grounds of any misunderstanding or misrepresentation due to lack of knowledge of such conditions, matters or requirements.

## Supply and Do Everything

The Contractor shall supply and do everything necessary for the proper execution and completion of the work that may reasonably be inferred from the Tender Documents and/or any instructions and drawings issued whether described in detail or not, without any extra payment in respect thereof.

The Tender will be deemed to include, but not be limited to, the following:-

1. Making arrangements, collecting and returning keys and obtaining access to the Site in the absence of an agreed appointment.
2. Such return visits to the Site as shall be necessary to gain access and/or complete the work including specific visits required by vulnerable residents.
3. Providing all appropriately qualified and/or skilled labour, materials, plant and everything else necessary to complete the work.
4. All necessary pre-inspections of the site to ascertain the actual requirements of the Works and to obtain all details and measurements as the Contractor deems appropriate.
5. Advising the Scheme Manager of the need to protect and remove residents’ personal effects, furniture etc, assist as necessary, including providing storage boxes and provide all necessary protective screens, materials, clean dust sheets and the like, move as required, and remove on completion.
6. Removing ducting, access covers, doors and floorboards, etc. setting aside and subsequently re-fixing.
7. Provide verbal instruction and written manuals to the Scheme Manager with regard to new installations or appliances.
8. Removing all surplus materials, rubbish and arisings from the site on a daily basis and upon completion of the works to the satisfaction of the Contract Administrator, and paying all tipping charges.
9. Replacing all items of plant, equipment and materials removed with new items and materials to a similar or improved specification.
10. Where requested attend residents’ meetings, where necessary outside of Normal Working Hours, and provide a detailed report with regard to the progress of the works.
11. Locating and tracing the fault.
12. All necessary security of the site, plant and materials.
13. Carrying out all Works in accordance with current Regulations, Statutory Requirements, the manufacturer’s instructions and industry best practice.

## Existing Installations

Within three Normal Working Days of the yearly maintenance visit, the Contractor shall provide a fully detailed report on the condition of each installation to the Contract Administrator. The report, which shall be provided as a hard copy and computer disc, is to be to the approval of the Contract Administrator. It shall include, but not be limited to, the following:-

1. Any variances to the information provided for the installations and equipment.
2. Condition of the installation and equipment.
3. Any items that will affect the execution of the works (e.g. rubbish).
4. Proposed changes to the maintenance requirements.
5. Date and name of engineers.
6. Level of risk to the continued operation of the installation and equipment (i.e. high, medium or low).

Where the Contractor considers that any part of the installation is unsafe, he shall disconnect or isolate it and immediately inform the Contract Administrator.

Notwithstanding the above, the Employer will, under no circumstances, consider a claim for additional payment resulting from the condition of the installations at the commencement of the contract or at any time during the contract period, even if the Contractor has identified defects.

Additional reports are to be provided, during the Contract Period, where there has been, or will be, a change to the initial recorded information.

## Planned Maintenance Works

The Contractor will be required to carry out inspection, testing and planned maintenance works to all of the equipment, fittings and installations included in Lots 1-9 included in the Contract.

The Contractor will be required prior to the commencement of the Contract to submit to the Contract Administrator for approval a detailed programme of the planned maintenance visits.

Subject to the agreement of the Contract Administrator to the planned maintenance works programmes the Contractor will be required to carry out the maintenance works in accordance with the minimum requirements of the Specification and the manufacturer’s instructions.

The Contractor will also be required to:-

1. Confirm or revise the programmes on a monthly basis and submit further copies for the approval of the Contract Administrator.
2. Provide a minimum of two Normal Working Days notice to the Contract Administrator when a maintenance visit has to be re-programmed.
3. On completion of each maintenance visit, provide within three Normal Working Days a typed Maintenance Report, in a form to be approved by the Contract Administrator, detailing, but not limited to, the following:-
4. Name of engineers, date and time of arrival and departure.
5. Test results and condition of installation and equipment.
6. Additional works carried out.
7. Fully detailed and priced recommendations for improvements.
8. All necessary test results and Certificates shall be provided with the Maintenance Report.

Each Maintenance Report shall be an original for the specific maintenance visit. Under no circumstances will a duplicate, or copied Maintenance Report from a previous maintenance visit, be accepted by the Contract Administrator.

1. Immediately telephone the Contract Administrator and subsequently confirm in writing where urgent health and safety works are required.
2. Submit to the Contract Administrator all reports required to fully comply with all Health and Safety Regulations and other Statutory Requirements and the Regulations of the Public Utilities.

In addition to Building Log Books to be provided for the Lots included in the Contract Lump Sum, the Contractor shall provide, for all Lots, to the approval of the Contract Administrator, a Log Book to be retained in a secure location to be agreed with the Scheme Manager on Site. Where a Log Book is lost or stolen, it shall be immediately replaced by the Contractor at no additional cost to the Contract.

The Log Book shall record the following:-

1. Purpose of visit (e.g. maintenance, repair) by Contractor.
2. Visits by Contract Administrator.
3. Date and time of arrival and departure of the operatives.
4. Names and signatures of the engineers.
5. Works carried out.

The Employer reserves the right to change the frequency of the maintenance service visits or to omit any of the Sites from the Contract and, in all cases, the Contractor shall not be entitled to any sum or sums, including loss of profit, in respect of such modification.

## Repairs and Renewals

Subject to the receipt of an Order, the Contractor shall carry out all repairs and renewals which shall be valued, where possible, in accordance with the Schedule of Rates for daywork and material and plant adjustments and invoices.

For all Emergency Orders (Priority Codes 0 & 1) it is a requirement that suitably qualified engineers shall attend Site and commence the works within two hours or within one hour where “attend immediately” is stipulated.

## Contract Lump Sum

The Contract Lump Sum is to be fully priced by the Contractor and shall include everything necessary to complete the maintenance works particularly outlined in Appendix 2 of these documents.

## Schedule of Rates - Maintenance and Response Repairs

The Schedule of Rates are to be priced by the Contractor and shall include labour, travelling time, materials, plant, consumables and overheads and profit.

All items within the Schedule of Rates for response repairs shall be deemed to include for the supplying and fixing of all the specified items and for all necessary making good, temporary hoarding, other protection and ladders.

All items within the Schedule of Rate for Maintenance shall be deemed to include for a 12 month maintenance programme at the frequencies detailed in the Maintenance Specification.

The Contractor will be considered to have expert knowledge in inspection, testing and repair and maintenance work within the scope of this Contract. The Contractor must decide, subject to the terms and conditions contained in the Contract Documents, what is necessary to carry out a repair or renewal to the satisfaction of the Contract Administrator.

The Contractor shall maintain detailed financial records with regard to all Orders and, where requested, provide copies to the Contract Administrator. Particularly in relation to the cost of materials and plant, payment for these elements shall not be considered unless satisfactory invoices have been provided.

## Asset Registers

The Contractor shall provide all information to the Contract Administrator to enable the Employer to maintain an accurate Asset Register. It shall be a condition precedent to payment being made that the Contractor has provided all necessary information as determined by the Contract Administrator and this shall include, but not be limited to, the manufacturer’s details and all plant and equipment.

## Response Repairs

The Contract Administrator will issue an Order to the Contractor for works to be carried out, indicating the required Priority Code. It is expected that notification will normally be made electronically.

Orders will only be raised by the Employer.

For all Emergency Orders (Priority Codes 0 & 1) it is a requirement that suitably qualified operatives shall attend site and commence the works within two hours or within one hour where “attend immediately” is stipulated.

Emergency Orders may be issued by telephone and subsequently confirmed, by the Contract Administrator, by email or electronically.

Upon completion of each Response Repair Order the Contractor will be required to provide in duplicate a completion certificate in a form to be agreed by the Contract Administrator, which is to include the Order number, brief description of the works, actions taken by the operative to resolve the fault, time of arrival and departure and the name (in capitals) and signature of the operative. One copy of the completion certificate shall be left in a secure location or with the Scheme Manager and the other copy retained by the Contractor for inspection by the Contract Administrator at any time. The Contractor shall file the completion certificates by address and UPRN to ensure immediate retrieval following an enquiry from the Contract Administrator.

The Employer would prefer that all this information is collected by the Contractor electronically, through handheld devices, and uploaded in real time to the Contractor’s database. This database should be viewable by the Contract Administrator at any time. The Contractor shall provide all training required by the Contract Administrator in the use of the Contractor’s databases.

## Commencement and Completion – Response Repairs

The Contractor is referred to item 7 of the Contract Particulars “Orders – Priority Coding” which details the required time periods for the commencement and completion of all response repair Orders during and outside of Normal Working Hours.

If, for whatever reason, the Contractor is unable to complete an Order at the time of the initial visit they will be required to provide written confirmation, in a form to be approved by the Contract Administrator, of the outstanding works together with the actual time and date that the works will be completed. Where appropriate the time and date shall be agreed with the Scheme Manager. A copy of this written confirmation shall be forwarded to the Contract Administrator and stored on file for subsequent inspection by the Contract Administrator.

The Contractor will be required, on each Normal Working Day, to inform the Contract Administrator by email of a change of status with regard to an Order (i.e. completed, in progress, etc.).

An Order will not be accepted as being complete until the Contractor has notified the Contract Administrator by email or electronically that the Order has been completed and has provided a fully detailed report.

## Meetings

The Contractor will be required to attend a pre‑contract meeting with the Employer and their representatives.

Quarterly progress meetings, or more frequently if required by the Contract Administrator, will be held throughout the duration of the Contract and the Contractor's management and supervisors will be required to attend, together with, if requested by the Contract Administrator, any sub‑contractors and principal suppliers.

The Contractor may also be required to attend meetings with the Scheme Manager or staff which may be held outside Normal Working Hours.

## Information and Reporting

The Contractor will be required to instigate and maintain their own computerised system for the provision of works programmes and for recording by Site all Works to be carried out, updated in real time. The information to be processed shall include the works carried out, time and date of commencement and completion.

The computerised system provided by the Contractor, which shall be to the approval of the Contract Administrator, shall be fully compatible with the Employer's computer system. The Contractor may at any time during the Contract Period be instructed by the Contract Administrator to provide the recorded information in a different format at no additional cost to the Employer. The Employer will require live access to the Contractor’s computerised system, via a web portal, to facilitate investigation and monitoring of the Works carried out and complaints.

Data shall be produced in an Excel/CSV format with the UPRN in column 1, Site address, Works carried out, date of completion or date works planned to be carried out and, where applicable, detailed costs, warranty periods and any resident refusals.

Photographic images shall not exceed 3mp (or preferably lower if resolution detail is not required). Reports which contain photographs and/or diagrams shall generally be exported in a pdf format to keep the file size to a minimum.

The Contractor shall provide computer disks and/or hard copies of the recorded information on a weekly basis to the Contract Administrator.

Where there is a Health and Safety risk, the Contractor shall immediately telephone the Contract Administrator and subsequently confirm this in writing.

In addition to the above the Contractor shall provide, in a form to be approved by the Contract Administrator, monthly written reports detailing high level statistical information which are to include, but not necessarily limited to, information on performance, invoicing, complaints, post completion inspections, customer satisfaction, defects, inspection and maintenance programme compliance and details of all warranties and guarantees provided. The items to be included in the monthly reports shall be as stipulated by the Contract Administrator.

## Inspection by Contract Administrator

The completed works may be inspected by the Contract Administrator at any time. Where requested, the Contractor shall carry out joint inspections with the Contract Administrator.

Where necessary the Contract Administrator may issue further written instructions to the Contractor with regard to outstanding works or any defects in the works carried out at the time of the inspection.

If subsequent inspections carried out by the Contract Administrator reveal that such works are still outstanding and/or such identified defects have not been remedied the Contract Administrator may issue a Default Notice to the Contractor. Where a Default Notice is issued the Contractor will be responsible for all costs incurred by the Employer in carrying out the subsequent inspections (refer to Conditions of Contract).

## Default Notice

If the Contractor fails to comply with the Contract Administrator’s written instructions or fails to commence or carry out the Works or any part thereof in accordance with the terms and conditions of the Contract particularly with regard to the following:-

1. works not commenced and/or completed in accordance with the stipulated Priority Code
2. works not commenced and/or completed at or within the time specified in the agreed Programme of Works
3. works not commenced at the time of a pre-arranged appointment other than as a result of denied access by the resident
4. works not completed to an acceptable standard with regard to workskills and/or materials
5. the Contractor's overall conduct
6. the security of dwellings

then the Contract Administrator may issue a Default Notice to the Contractor.

Where a Default Notice has been issued by the Contract Administrator (which may be telephoned and/or e-mailed) the Contractor will, where instructed, be required to commence and/or complete the Works or any part thereof in accordance with the time period specified or the Order or any part thereof may be immediately cancelled and re‑issued to an alternative Contractor.

Where a Default Notice is issued the Contractor will be responsible for any costs, loss or expense incurred by the Employer including compensation payments to the resident.

## Order Value and Variations

Where the Contractor is of the opinion that a repair Order will exceed £250 in value, or such other amount as the Contract Administrator may specify at any time, the Contractor shall obtain the approval of the Contract Administrator prior to proceeding with the works. The procedure for obtaining approval shall be as stipulated by the Contract Administrator.

All variations to an Order must be approved and confirmed in writing by the Contract Administrator.

The Contractor shall immediately inform the Contract Administrator of any proposed variations (omissions and additions). Variations which are notified on or after completion of a Order will not be considered for additional payment.

The Employer reserves the right to include additional Schedule of Rates items at any time throughout the Contract Period. The rates and prices shall be calculated on the same basis as the existing rates and prices.

## Fluctuations

On the expiration of the initial 24 months of the Contract Period fluctuations shall be calculated in accordance with the formula detailed in the Contract Particulars.

## Payment and Cash Flow

Payment will only be made for Orders in accordance with the value agreed by the Contract Administrator. The Contractor will be required, on a monthly basis, to submit, in an approved electronic format, fully detailed payment applications to the Contract Administrator. The payment applications shall include the Order number and full details of all Works carried out and the value calculated in accordance with the tender, together with all supporting invoices etc... Subject to the agreement of the Contract Administrator, payment will be made by the Employer within 28 days of the issue of the Payment Certificate.

Payment applications against the contract lump sum are expected quarterly.

All completed Orders must be included in the Contractor’s monthly payment application. Retrospective payment for completed Orders will not be made.

Payment will not be made for any Works which are in dispute with regard to completion, value, variations or defects.

It shall be a condition precedent to any payment being made that the Contractor has provided all relevant test certificates, guarantees and warranties.

If a payment application submitted by the Contractor is found to contain errors or be overvalued the application shall be amended by the Contract Administrator and the Contractor will be responsible for all costs incurred by the Employer in finding the error or overvaluation. The Contractor is referred to the Conditions of Contract.

## Access

Appointments and access requirements must be arranged through the Scheme Manager to ensure the ordered works are commenced and completed at and within the stipulated Priority Code time period.

All communications regarding access and the works are to be entirely through the Scheme Manager.

All Operatives must report to the Scheme Manager upon attending the Site. Any Operative found to be not following this requirement may be asked to leave the estate.

The Contractor will be entirely responsible for arranging appointments, access and agreeing a programme of works with the Scheme Manager.

Where access has not been obtained or where access has been refused by the resident, the Contractor shall immediately inform the Scheme Manager. The Scheme Manager, on receipt of the notification, may either arrange access on behalf of the Contractor or issue further instructions to the Contractor.

## Hazelhurst Court Specific Requirements

**RADIOS, PRIVATE TELEPHONES, AMPLIFIED MUSIC, SHOUTING, SMOKING, VAPING & SWEARING**

Shall not be permitted anywhere on the site.

**CONSUMPTION OF ALCOHOL & NON PRESCRIPTION RECREATIONAL DRUGS**

The consumption of alcohol and non-prescription recreational drugs shall not be permitted by any personnel on the site and if any operative is suspected as being under the influence of such commodities then they shall be sent off the estate immediately. Additionally, the Scheme Manager will demand such action if he suspects this regulation has been breached and the Contractor will be liable for any consequential losses or costs of any such breaches.

**TV AND OTHER CABLES AND AERIALS**

All roof mounted aerials, cables and lightning conductors shall be protected, left connected and undamaged. All external cabling shall be fastened at the conclusion of the contract and redundant wiring removed.

**NOTICES TO RESIDENTS**

No instructions shall be accepted by the Contractor from any residential occupiers except in regard to access if required. Residential occupiers shall be directed to the Scheme Manager if they desire to make any comments or requests.

**ADVERTISEMENTS**

No advertising whatsoever shall be permitted.

## Abortive Calls

Under no circumstance, including a failed appointment arranged by the Contract Administrator or Scheme Manager, will the Contractor be entitled to an abortive call payment.

## Appointments

Where works are required to be carried out in residential areas, the Contractor must make an appointment with the Scheme Manager at least 48 hours in advance of the required access, unless the works are classified as Emergency or Urgent.

Where the Contractor, for a valid reason, is unable to complete an Order at the time of the initial appointment they must ensure that a further appointment is made with Scheme Manager before they leave the premises. Written confirmation shall be provided to the Scheme Manager and this shall include the Order number, details of the work to be carried out, the Contractor’s name, address and telephone number and the date and time of the follow on appointment and the Scheme Manager’s signature. The written confirmation, which is to be to the approval of the Contract Administrator, shall be based on a duplicate log book system with a numbered record being kept in the book for each letter issued for inspection by the Contract Administrator.

Should the Contractor, for whatever reason, fail to attend at the time of an agreed pre-arranged appointment, the Contractor will be liable for any reasonable costs incurred by the Employer or actual costs incurred by the Scheme Manager. Notwithstanding this, the Contractor shall immediately inform the Scheme Manager if they are not able to attend at the time of a pre-arranged appointment.

## Identification

The Contractor's employees shall at all times be properly dressed in appropriate workwear or protective clothing which is to bear the Contractor's name and logo.

The Contractor will be required to provide laminated photographic identity cards to all employees engaged on this contract. The identity cards will be subject to the approval of the Contract Administrator. The Contractor shall ensure that the identity cards for employees no longer engaged on the contract are destroyed immediately.

Management, supervisors and all employees shall at all times carry with them their personal identification card as residents will be advised to check these on all occasions.

The Contractor will be required to retain detailed records for each employee with regard to all visits to dwellings (e.g. work carried out, no access, time and date of visit etc.)

Prior to the commencement of the Contract, the Contractor will be required to agree a "Password" scheme with the Contract Administrator, and this shall include braille cards and minicom systems, to ensure that unauthorised access is not gained to any occupied dwellings. The "Password" scheme shall be made available to all residents identified by the Contract Administrator.

## Occupied Dwellings

The attention of the Contractor is drawn to the fact that the Works will be required to be carried out in or around occupied dwellings.

The tender is therefore deemed to include the following:-

1. All necessary pre-inspections and liaison with the Scheme Manager
2. Carrying out the works to suit the Scheme Manager’s reasonable requirements
3. Carrying out the works in such a way as to cause the minimum inconvenience to the residents
4. Protection, removal and reinstatement of the residents’ furniture and property
5. Special considerations when dealing with elderly, infirm or disabled residents
6. Supervision and management to ensure proper co‑ordination of the works
7. Safety and security of the dwelling
8. Provision for all necessary temporary works
9. All making good

Under no circumstances will the Contractor be allowed to leave an occupied dwelling without basic amenities (i.e water and electricity).

The Contractor shall ensure that clear and safe access to the dwellings and communal areas and entrances is maintained at all times.

The Contractor's attention is drawn to the fact that vehicular access may not be available to all Sites. The Contractor will be responsible for any damage to paved or grassed areas, footpaths, roads, etc caused by the parking of their lorries, vans or cars.

The Employer will not entertain any financial claim for disruption as a result of access problems or difficulties experienced in working in or around occupied dwellings.

The Employer will not entertain any claim for additional costs incurred by the Contractor as a result of the Contractor having to work in dirty or unhygienic locations.

## Working Hours

Normal Working Hours shall be between 0800 hours and 1600 hours on Normal Working Days, but routine maintenance works in the Communal Kitchen are to be carried out when the Kitchen is not being used, which may mean working after 1600 hours.

Normal Working Days shall be Monday to Friday inclusive, excluding Public Holidays.

The Contractor should liaise with the Scheme Manager regarding any Protected Hours, during which no works will be able to be carried out, to prevent disruption to the normal pattern of operation of the premises.

The Contractor shall also provide an emergency service for all times outside of Normal Working Hours.

## Emergency Service – Response Repairs

The Contract Administrator may at any time, including outside of Normal Working Hours, instruct the Contractor to carry out emergency works.

Emergency work during Normal Working Hours and outside of Normal Working Hours shall e commenced on site within two hours of receipt of an Order.

Although the response time for emergency Orders is two hours this shall be reduced to one hour where it is stipulated that the Contractor is to attend immediately for events such as a health and safety risk.

The Contractor will be required to provide the resources necessary to receive and respond to emergency works notification at all times.

The Contractor will be required to demonstrate the ability to operate an emergency response system which must be to the full satisfaction of the Contract Administrator.

Under no circumstances will the Contractor be allowed to sub-contract the Emergency Service.

If the Contractor is unable to complete the emergency works they are to immediately telephone the Contract Administrator and subsequently confirm by email.

For emergency works outside of Normal Working Hours the Contractor must obtain the full name and telephone number of the person requesting the response. This must be quoted on the payment application submitted by the Contractor.

For all emergency works Orders the Contractor shall provide to the Contract Administrator a fully detailed report within four Normal Working Hours of the completion of the Order.

## Making Good Defects

The Contractor will be required to provide and maintain a detailed record of all notified defects which shall include the nature of the defect, date of notification, agreed appointment time and date and the time and date the defect was remedied. A copy of this record document shall be provided to the Contract Administrator on a weekly basis or as and when requested.

The Contractor shall, where applicable, be responsible for communicating with the Scheme Manager and, with the exception of Emergency Repairs, making an appointment to remedy the defect(s).

Defects shall be remedied within the following time scales:-

1. Emergency Repairs which include a serious health and safety risk, security risk or major damage to property risk shall be attended to immediately and remedied or made safe within 24 hours. This also applies to defects reported outside of Normal Working Hours. Where a defect is made safe the repair shall be completed within three Normal Working Days.
2. Urgent Repairs which include a health and safety risk or damage to property risk shall be remedied within three Normal Working Days.
3. Routine Repairs for defects that cause little or no inconvenience to the resident shall be remedied within ten Normal Working Days.

## Spares Stock

The Contractor shall be required, during the initial month of the contract, to develop an adequate stock of spares, categorised, listed and properly stored to meet the demands of this contract. The system of stock control will be subject to random inspection by the Contract Administrator. The Contractor must ensure that any equipment or plant not stocked are available on short delivery or are immediately available for emergency works.

It shall be expected particularly that spares should be maintained for common fault elements.

It will be the Contractor’s responsibility to determine and accumulate all necessary spares, including those recommended by the Contract Administrator, and to ensure that these are available to “on call” operatives. The Contractor must ensure that their vehicles are stocked with the appropriate spares in sufficient quantity to facilitate the Employer’s objective of a “right first time” solution.

Under no circumstances, including work valued as daywork, will the Contractor be reimbursed any costs in connection with the obtaining of or collection of materials, equipment or spares.

## Communication

The Contractor will be required to provide, maintain and pay all costs in connection with email, free-phone telephone and automatic text facilities to facilitate the making of appointments, which are only to be used in connection with the Works carried out under this Contract.

The Contractor must be available and immediately respond to all telephone calls and e-mails during Normal Working Hours and, in the case of an emergency, outside of Normal Working Hours.

## Confidentiality

All information provided to the Contractor by the Contract Administrator and vice versa shall be treated as confidential and shall not be divulged to any third party without the prior written approval of the Contract Administrator and the Contractor.

The Contractor and the Contract Administrator will be required to fully comply with the Data Protection Act.

## Contractor's Employees

The Contractor shall be entirely responsible for the conditions of service of his own employees. He shall at all times be entirely responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind (insofar as an Employer or Contractor may be under any duty or liability in respect of such matters) relating to or arising directly or indirectly out of the employment by the Contractor of any person in or in connection with the performance of the Contract. The Contractor shall fully indemnify the Employer in respect of any liability of the Employer is respect of such matters.

The Contractor shall appoint a full-time competent and experienced Contracts Manager and Deputy Contracts Manager for the duration of the works. These persons shall be named at the pre‑contract meeting or prior to work commencing along with contact telephone numbers (landline and mobile) and e-mail address.

If complaints are received regarding the conduct of the Contractor's employees, including sub-contractors, the Contract Administrator will instruct the Contractor to remove the offending employee from site immediately. The employee will not be allowed entry or be allowed to carry out work to the Employer's properties until an investigation by the Contractor and the Employer has been carried out.

If an employee is removed from site, the Contractor is to make immediate arrangements for an alternative employee to complete the work. If the uncompleted work is dangerous or unsafe, the Contractor is to make arrangements for alternative employees to attend immediately. In the event of any complaint arising from the works, the Contractor shall co‑operate in any investigations conducted by the Employer and shall provide all relevant information and documentation upon request.

The Contractor's Contracts Manager is to inform the Contract Administrator on a monthly basis, or as and when requested, of the following:-

* Progress of works
* Completed works
* Delays in completed works
* Additional works required

## Specialist Sub-Contractors and Suppliers

If any work be ordered to be executed by specialist contractors or any materials or articles are supplied on a "Prime Cost" basis, the Contractor shall produce the receipted monthly statements (such accounts and statements to show the trade and cash discounts and all rebates which shall accrue to the Employer) in respect thereof, and the Contractor will be allowed the tendered percentage addition on the net amount paid for such work, materials and plant. The term Sub-Contractors is deemed to include specialist contractors.

The Contractor shall, if where requested, produce vouchers and receipts in respect of accounts for Works executed by other Contractors in connection with this Contract and instructed by the Contract Administrator to be paid by the Contractor, and the tendered percentage addition on the amount thereof will be allowed to the Contractor. No further profit or sum shall be allowed to the Contractor in respect of the Works, materials or articles aforesaid beyond the percentages mentioned in this clause.

## Collateral/Design Warranties and Defects Liability Guarantees

It is a requirement of the Employer that all Specialist Sub-Contractors employed by the Contractor enter into Collateral or Design Warranties as appropriate in a form to be agreed by the Contract Administrator provided always that the obligations given in the Collateral/Design Warranties and the defects liability guarantees are capable of being covered by professional indemnity insurance at a reasonable level of cover. The Contractor shall be deemed to have allowed for all costs in connection with the provision of these warranties in the tender.

The Defects Liability Period shall be 12 months.

The Contractor will be required during the defects liability period to rectify at their own expense any defects in any work carried out or any materials or components supplied by them and to assign to or obtain for the Employer the benefits of any insurance backed guarantees and other obtainable guarantees relating to the work, materials, components or parts for the full periods thereof. In the event of the Contractor’s failure to comply with the foregoing provisions in regard to defects the Employer may employ others to carry out such rectification and shall deduct the cost thereof from monies due or to become due to the Contractor under this contract or recover the same as a debt due to the Employer by the Contract.

The Contractor will be required to provide to the Contract Administrator, on a regular basis, copies of all drawings, manuals and warranties and to maintain a control issue log which shall be available for inspection by the Contract Administrator at any time.

## Materials, Plant etc

The Contractor shall provide all necessary materials and plant for the execution of the works, including special and mechanical plant, fuel and running expenses and all tools, tackle, staging, shoring and timber for any temporary works.

All materials and plant brought by the Contractor upon the site or on land occupied by them in connection with the execution of the works, and intended to be used for the purpose of or in the execution of the works shall immediately they are brought upon the site or upon the said land be deemed to be the property of the Employer and the

Contractor shall not remove the same or any part thereof during the progress of the works without the written consent of the Contract Administrator.

The same shall be and remain at the risk of the Contractor, and the Employer shall not be in any way answerable or liable for any loss or damage which may happen to or, in respect of any plant or materials being lost, stolen, removed, damaged or destroyed by weather or otherwise. The Contractor shall ensure that all plant and materials are placed and used and all operations are carried out in such a manner as to prevent injury to persons or loss or damage to property.

Plant and materials shall not be kept on site longer than is necessary or left unattended in occupied dwellings, balconies, corridors, hallways or staircases or in courtyards or other common areas, without adequate safeguards.

All electrical equipment and appliances used by the Contractor shall be a maximum of 110 volts and installed by a competent person. The Contractor shall take measures to minimise the effect of construction noise by applying those recommendations contained in BS 5228. The Contractor shall use the most effective measures available to control noise, fumes, dust or other nuisances and hazards and plant likely to cause disturbance may only be used within the periods agreed by the Contract Administrator.

The Contractor shall reimburse the Client for any electricity used in the carrying out of their work.

The Contractor shall provide all plant, hoisting and other tackle, ladders, trestles, temporary sheds and other conveniences together with all tools and equipment necessary for carrying out the Works.

The Contractor shall use all plant in a safe manner to the entire satisfaction of the Contract Administrator and shall keep the same under proper control and safe keeping and the Employer shall be under no liability in respect thereof.

The Contractor shall provide all plant, equipment and materials necessary for the carrying out of the works and they shall be stored, applied and used in accordance with the manufacturer's instructions. All materials are to be new unless otherwise specified and samples of proposed materials and work shall be submitted to the Contract Administrator when requested.

All plant, equipment and materials used for the purposes of the Contract shall be stored by the Contractor at all times in a safe and secure manner. Materials which are poisonous, corrosive, explosive or inflammable shall be deemed to be hazardous, and where such materials are involved, they shall be kept in their original or suitably marked containers.

The Contractor must obtain the prior written approval of the Contract Administrator before storing any hazardous material at any site.

## Materials, Goods and Workskills to conform to Description, Testing and Inspection

When requested by the Contract Administrator, the Contractor shall submit to the Contract Administrator samples of plant, equipment, materials and workskills and no bulk delivery shall be made until such samples have been approved. The quality of materials, goods and workskills shall be maintained to the standard of the approved samples.

The Contractor shall be deemed to be conversant with the availability of materials and the tender shall be deemed to allow for obtaining all materials from whatever source may be necessary in order to fulfil their contractual obligations.

The tender shall be deemed to allow for all charges and costs for providing samples, carrying out tests and inspection of plant, equipment and materials, goods and workskills as directed by the Contract Administrator.

The Contractor shall ensure that materials specified to conform to BS are clearly and indelibly marked with the reference specified. Where this is impracticable, the relevant advice/delivery notes must include the BS reference with which the materials are to comply.

The Contractor shall obtain the whole quantity of any particular material or component required to complete the work from one manufacturer or obtain approval of any change in source of supply and shall produce written evidence of sources of supply when requested by the Contract Administrator.

Where materials or articles are specified as Agrément Certified, they must be obtained from a manufacturer currently holding a certificate for the material or article.

All materials and workskills not otherwise specified are to be in accordance with the latest British Standard Specification or British Standard Codes of Practice (or European/International Standards where applicable) at the time of tender and in the absence of such a Standard or Code of Practice then according to the best principles of the trade to which the particular work belongs.

All items of replacement or renewal shall match the existing in size, colour, material, texture, finish and specification as far as is practicable unless otherwise approved by the Contract Administrator.

## Quality Control

The Contractor shall have in place at the commencement of the Contract a quality system sufficient to ensure that at least 20% of all repair Orders are inspected by Supervisors. Written reports in a form to be agreed by the Contract Administrator shall be provided by the Contractor with regard to each inspection carried out and submitted to the Contract Administrator on a weekly basis.

## Mechanical and Electrical Installations

Work to gas installations shall be carried out by Gas Safe Registered Engineers.

All electrical works shall be carried out in accordance with the IEE Regulations, by a Contractor approved by the National Inspection Council for Electrical Installation Contracting (NICEIC).

On completion of any works to the gas, mechanical and electrical installations, the Contractor shall carry out all necessary tests in accordance with the Regulations and provide the appropriate gas and/or NICEIC test certificates to the Contract Administrator. The Contract Administrator reserves the right to witness any such tests and, on completion, the Contractor will be required to certify that the installations conform to all Regulations, relevant bye-laws and standards.

If the Contractor is unable to certify that the gas, mechanical and electrical installations fully comply with the Regulations, relevant bye-laws and standards they shall immediately inform the Contract Administrator by email.

## Asbestos and Hazardous Materials and Processes

The Contractor shall be responsible for ascertaining whether the execution of any works shall or is likely to involve any interference with asbestos and other hazardous substances, live electricity conductors or cables, gas piping or storage containers, pipes, conveying water or steam or any other hazardous substances or installation.

In the event that any of the works involves interference with any hazardous substance or installation the Contractor shall forthwith notify the Contract Administrator in writing together with any precautions proposed to be taken in consequence of the hazard which may affect the use of the premises or the comfort or freedom of movement of any person likely to be in or near the premises during execution of the works.

The Contractor shall likewise notify the Scheme Manager in writing of all restrictions, guidance or other precautions which are desirable or necessary for the safety of all persons occupying or using the premises in consequence of the works. The Contractor shall provide all barriers and warning notices required for that purpose and shall make effective arrangements for the occupants to consult and communicate with the Contractor throughout the duration of the works on the effects and nature of such precautions.

The Contractor shall also provide the Contract Administrator with a written Method Statement detailing all relevant information on any dangerous, hazardous, noxious or offensive substance or process to be used or handled on site, which might present a risk to the health, safety or welfare of the public or persons visiting the site. The Method Statements shall include details of the substance or process to be used or handled, risk assessments and the precautions and protective measures the contractor intends to take. Such information shall be provided at least 14 days before the substance or process is to be used or handled, or immediately if such dangerous substance, e.g. asbestos is discovered unexpectedly.

If asbestos or asbestos based materials and components are discovered the Contract Administrator must be informed immediately.

The Contractor will be required to fully comply with all Regulations and Codes of Practice relating to asbestos removal and other hazardous materials and processes including the Health and Safety Executive’s Codes of Practice and Guidelines.

Prior to the removal of any asbestos, the Contractor will be required to submit, for the approval of the Contract Administrator, detailed Method Statements. All costs associated with the provision of Method Statements will be deemed to be included in the tender.

When carrying out removal and disposal of asbestos or asbestos based materials and components particular attention is drawn to the Health and Safety Executive's requirement that competent approved and licensed specialists must be used. This requirement shall be strictly enforced and under no circumstances shall unqualified operatives be allowed to execute this type of work.

The Contractor shall only dispose of asbestos and any other hazardous material in accordance with statutory requirements and in a manner which is sensitive to the preservation of the environment. The Contractor shall comply with any express instruction of the Contract Administrator regarding the disposal of hazardous material, though the failure of the Contract Administrator to issue any such instructions shall not relieve the Contractor of their obligations under this sub-clause.

## Contractor's Site Base, Contract Management and Employees

In order to comply with the requirements of the Contract, the Contractor shall supply all management, supervision and grades of labour necessary to complete the works in a workmanlike manner.

The Contractor's management will be required to attend Employer and residents’ meetings, where necessary, out of Normal Working Hours, and to provide typed reports and detailed programme information.

The Contractor shall provide only qualified and experienced engineers, adequately supervised at all times. Where requested by the Contract Administrator the Contractor shall provide details of all management, supervisors and employees including those of approved sub-contractors, to be used to carry out works including grades, experience, qualifications, etc. The Contract Administrator shall immediately be informed of any changes to staff during the Contract period.

The Contractor will be required to obtain the written approval of the Contract Administrator to all proposed sub‑contractors prior to them carrying out any works under this contract. Under no circumstances will further sub-contracting be approved.

The Contractor will be required to discuss with the Contract Administrator and use their best endeavours to provide operatives sensitive to the special circumstances of the residents of a particular dwelling or property.

## Parking / Use of the site

The Contractor shall arrange for the necessary unloading/loading and temporary parking of vehicles, provision of containers etc and shall hold the Company harmless in respect of any fines and charges incurred.

Contractors’ vehicles may park on the site with prior application for a permit, which will be arranged by the Client. Vehicles shall only be permitted to use hard paved roads and shall not traverse the lawns or gardens. Contractors’ and suppliers’ vehicles shall not park in any of the designated parking spaces.

Motorcycles are not permitted to park on the estate.

Any requirement for the use of parking spaces and garages shall be discussed at the contract negotiation stage when consideration will be given to reasonable requests where possible.

The premises will remain occupied whilst the works are in progress and the Contractor shall at all times have due regard for the occupiers. All noise shall be kept to an absolute minimum. All permitted subcontractors shall be advised of the Company’s requirements contained within the Contract documents.

The Contractor shall not use the passenger lifts under any circumstances except with the specific prior approval of the Scheme Manager. If such approval is granted regard shall be given to the carrying capacity of the passenger lifts. This shall not be exceeded at any time and large items shall not be forced into the lift cars which are not designed for carrying goods. No rubble or unprotected items shall be transported in the lifts under any circumstances.

The Contractor shall not use, or permit the use of the estate grounds and facilities except in the course of undertaking works associated with the Contract and shall provide its own staff accommodation. Contractors shall not use the gardens for recreational purposes.

The Contractor shall maintain uninterrupted access to the estate and premises for the occupiers.

## Facilities for Public Utilities

The tender shall be deemed to allow for affording facilities to the various Public Utilities for attending to their mains, services and lines as may be necessary.

The cost of any works carried out by the Public Utilities shall be submitted to the Contract Administrator for payment as if the Public Utility was a specialist sub-contractor.

## Statutory Obligations, Notices, Fees and Charges

The Contractor will be required to comply with and give all notices required by any statute, any statutory instrument, rule or order or any Regulation or bye‑law applicable to an Order including the Regulations of the Gas, Water and Electricity companies.

With regard to the "Management of Health and Safety at Work Regulations 1999” and the “Working at Height Regulations 2005 as amended 2007" the Contractor will be required, prior to the commencement of the Contract and when required by the Contract Administrator, to provide detailed risk assessments for all items or trades identified by the Contract Administrator. All risk assessments are to be to the approval of the Contract Administrator. When requested by the Contract Administrator, the Contractor will also be required to provide detailed Method Statements.

Where the Contractor fails to comply with any of the requirements of this clause the Contract Administrator will arrange for the preparation and submission of appropriate notices, drawings and details and the payment of fees. All additional costs incurred by the Employer, including administration costs, will be recoverable from the Contractor.

## Disclosure and Barring Service (Formerly Criminal Records Bureau)

If owing to the nature of the works being provided under the Contract, employees of the Contractor are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Rehabilitation of Offenders Act (Exceptions) Order 1975 or any re-enactment or replacement thereof, the Contractor shall ensure that such employees provide information in accordance with the said Act and Order about convictions which would otherwise be spent under the provisions of the said Act or which may arise at any time during the Contract Period.

The Contractor shall at their expense register with the Disclosure and Barring Service (DBS) in respect of staff employed or to be employed on this Contract in accordance with the DBS Code of Practice. The Contractor shall so far as he is lawfully able to, disclose to the Contract Administrator the names of his employees who either will not agree to a disclosure application being made or who has convictions disclosed by the DBS or otherwise known to the Contractor including details of the conviction(s). The Employer shall have the right to require such employees to be removed from provision of the Contract.

In addition, the Contractor shall ensure that in dealing with prospective employees to be employed on this Contract, an appropriate statement of the position regarding the Rehabilitation of Offenders Act and disclosure of criminal convictions and the need to produce a disclosure certificate from the DBS is included in information given to all relevant applicants.

The Contractor shall not, without the prior written approval of the Employer, employ on this Contract any person who discloses any previous conviction or convictions or about whom such disclosure is made by the DBS.

The Employer shall not in any circumstances be liable either to the Contractor or to the employee(s) in respect of any liability, loss or damage occasioned by his removal from this contract and the Contractor shall fully indemnify the Employer against any claim made by such employee(s).

## Safeguarding

The Contractor shall comply with all requirements of the Client’s Safeguarding Policy included in Appendix 1.

## Welfare and Washing Facilities

The Contractor shall comply with all Statutory Requirements concerning all matters relating to Health, Safety and Welfare and will be afforded the use of the sanitary accommodation and washing facilities located in Block A, which must be kept clean and tidy for use by the residents and staff at all times.

Under no circumstances shall the Contractor approach residents to use their welfare facilities.

## Protection of Resident's Personal Effects, Furniture and Fittings

The Contractor shall not use any furniture, fittings or apparatus belonging to the Employer or residents and all furniture, fittings and apparatus shall be moved as necessary or as directed within the dwelling or to a place of safety within the Contract Area in order that the Works the subject of any Order may be properly executed.

The Contractor shall properly cover such furniture, floor coverings, fittings or apparatus with clean dust sheets and protect them from dirt and splashes and at completion of the Works the subject of any Order replace all such furniture, fittings or apparatus in their original positions.

All claims resulting from damage or alleged damage to the residents’ property shall be expeditiously dealt with by the Contractor. Where this results in an insurance claim the matter shall be resolved by the Scheme Manager and the Contractor. The Contractor will however be required to provide a written report to the Contract Administrator, on a monthly basis, detailing all claims. If the Scheme Manager and Contractor are unable to agree who is responsible for the damage the Contract Administrator should be immediately informed.

## Protecting the Works

The Contractor shall protect the whole of the works from damage. Such protection shall include for tarpaulins and/or other waterproof sheets and coverings, timber framed screens, corrugated sheeting and the like and any other protective materials or structures necessary to protect the works. Protection is also to include temporary casings, coverings, planked barrow runs, padding for ladders and scaffolding bearing on the work and all other measures for protecting the work from damage or soiling.

The Contractor shall not permit anything to be done that is calculated to injure the stability of the works or buildings and no cutting through walls or floors shall be done, other than as indicated by the drawings or as described in the specific orders without the approval of the Contract Administrator, and the Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Any work damaged or soiled by weather, traffic or other causes due to inadequate temporary protection shall be taken down and re-executed or otherwise made good by and at the cost of the Contractor.

The tender shall be deemed to allow for securing the properties against trespass and to protect the public, maintaining these temporary measures during the progress of the works, clearing away when no longer required and reinstatement of work disturbed.

The Contractor shall provide for the efficient protection of the public, the Employer's representatives and all other persons occupying or using the premises, also of adjoining or neighbouring property during the progress of the works included in or required to be done in connection with the Contract.

The Contractor shall provide all lighting and everything else necessary by day and night for the protection of the public and for the protection of the works, goods, materials, plant, etc, on the site of the works to whomsoever belonging. In this latter connection, the Contractor's attention is drawn to the advice available on security from the Local Crime Prevention Officer.

## Existing Services to be Maintained

The existing gas, electric and water installations shall be, as far as possible, fully maintained during the progress of the works and the Contractor shall take all necessary steps to prevent any interruption thereof.

Any temporary disruption to the gas, electric and water installations which may be necessary in connection with the works shall be done at such times as may be directed by the Contract Administrator.

The Contractor shall be responsible for maintaining close liaison with the Public Utilities so as to avoid any disruption of the existing services.

Under no circumstances will the Contractor be allowed to leave an occupied dwelling without basic amenities (i.e. water and electricity).

## Electricity and Water for the Works

The Contractor shall include in their tender for all electricity and water supplies required for the works, including that required by Sub-Contractors.

Where electricity and water supplies, etc are not available, the Contractor is to contact the relevant supply Authority to arrange a temporary supply and pay all fees and charges in connection therewith.

Where agreed in advance, the Contractor may be permitted to tap in to the existing water and electricity services, the cost of use shall be reimbursed to the Employer.

## Roads

The Contractor shall be responsible for all damage to roads or streets (whether public or private) arising out of or in the course of or by reason of the execution of the Works.

## Police Regulations

The Contractor shall at all times observe any police regulations including those regarding the loading and unloading of or waiting by vehicles on public highways, together with Local Authority requirements regarding skips and to pay all fees required.

## Construction (Design and Management) Regulations 2015

The Contractor shall comply with the Construction (Design and Management) Regulations 2015. The Pre-Construction H&S Information Pack will be provided by the CDM Principal Designer prior to the commencement of any Order that comes within the scope of the CDM Regulations.

The Contractor shall provide, when required, to the Contract Administrator, a method statement to identify compliance with the Construction (Design and Management) Regulations 2015 (CDM). Where an Order comes within the scope of the CDM

Regulations, then for the purpose of that Order, the Contractor shall be designated as the “Principal Contractor” to undertake such duties as are required under the CDM Regulations and shall allocate appropriate resources in accordance with the CDM Regulations. The Contract Administrator will also at that time advise who will be the “CDM Principal Designer”. Where applicable the Contractor shall provide, for the approval of the CDM Principal Designer”, a Construction Phase Health and Safety Plan prior to commencing any works on site. The Contractor shall also provide a complete project Health and Safety File for each Site.

The Health and Safety File shall include information relevant to the future maintenance, up-keep and demolition of the structure and shall include a general description of the work undertaken and separate files including drawings, maintenance manuals and details of high risk materials (e.g. asbestos) etc for each section of the works.

## Maintenance Records – Improvement Works

On the completion of each Order the Contractor shall provide all necessary information to facilitate the updating of the Employer’s maintenance records.

The format of the data shall be agreed with the Contract Administrator and shall include all elements of the building affected by the works.

## Asbestos Register

On the completion of any Works the Contractor shall provide all necessary information to facilitate the updating of the Employer’s asbestos register. The format and processing of the data shall be in a format agreed with the Contract Administrator.

## Complaints

The Contract Administrator will inform the Contractor, in writing, of all complaints received with regard to Works carried out by the Contractor.

The Contractor shall file these complaints, together with complaints received direct from any resident, by address to facilitate retrieval and, where requested, provide copies of the subsequent communications to the Contract Administrator.

The Contractor, on receipt of the complaint, shall immediately inform the Contract Administrator, in writing, of the action they intend to take or are taking to remedy the complaint.

The Contractor will be responsible for any costs, loss or expense incurred by the Employer including compensation payments to the resident.

## Fire Safety Order 2005

The Contractor shall provide sufficient resources to ensure full compliance with the Fire Safety Order 2005. The Contractor shall request copies of the existing fire risk assessments from the Responsible Person at Hazelhurst Court and must ensure that their Health and Safety procedures, with regard to controlling the risk of fire, complement the existing procedures. Where necessary, the Contractor shall provide further risk assessments and co-ordinate their fire prevention arrangements with the Responsible Person at Hazelhurst Court.