**Estates, Facilities & Corporate Services**

**Dynamic Purchasing System for Minor Works & Maintenance
Reference Number: LPP/2020/011**

**OJEU: 2020/S 085-203399**

Document 5.2 - Works Specification

Date: 20/09/2024

Project Reference: **PROC CHP 029**

Contracting Authority Name: **Community Health Partnerships Limited**

**Water Safety Specification**

**Community Health Partnerships**

Project Reference: PROC CHP 029

September 2024

**1.0 Introduction**

**Community Health Partnerships (CHP) - the organisation**

Community Health Partnerships Ltd is wholly owned by the department of health and social care. It developed the NHS Local Improvement Finance Trust (LIFT) Programme 20 years ago, and now oversees a unique partnership with private sector partners which brought capital investment, estates skills, capability and capacity to the NHS.

In 2013 CHP took on the head tenant role and manages 310 high quality healthcare buildings, providing accommodation for over 1300 tenants. Our tenants are typically providers of NHS services and include GP practices, acute, community and mental health trusts, pharmacies, and dentists. We also provide space to local authorities, community and voluntary sector organisations.

We work with healthcare planners and buyers, our NHS partners now currently structured as Integrated Care Systems, to influence where services are provided from, encouraging greater use of LIFT buildings in order to maximise the value from the investment.

Over the past 12 months CHP has been undergoing a significant change. A new leadership team joined in 2021 and have set a new vision and ambition for the Company. We are a national company that is regionally facing.

Community Health Partnerships recognizes its responsibility to implement in full, the safe management and maintenance of the water delivery in its buildings in accordance with the statutory requirements, current guidelines and best practice included in HTM 04.

This specification outlines the expectation of CHP for the standards to be provided by the supplier (the contractor). It also sets out how the contractor should meet its duties to CHP.

This specification details how the contractor, will be required to undertake the management of the water safety plan, compliance and statutory systems including undertaking audits to the water pipeline installations and systems held within CHP properties.

The Contractor will visit the CHP identified premises across the CHP estate at the request of CHP

The Contractor will support CHP in ensuring LIFTCo and FMCo discharge their respective contractual and legal duties commensurate with the provision of a safe water supply to points of use across the CHP location. This document sets out the system of control and assurance expected by CHP of its Contractor, the management of which is to be undertaken as part of this contract.

The Health Technical Memorandum (HTM) 04-01 requires water systems to be managed in a specific way, which is fundamental to ensure safe water systems. Roles identified as essential to the delivery of a safe water system include the below;

**The Authorising Engineer (AE)**: This will be the contracted position undertaken by the Contractor and will, for the duration of the term, provide specialist advice and support to CHP to ensure that the Superior Landlord and their sub contracted facilities management company undertake the required legislative, contractual and best practice requirements to ensure water safety across the CHP estate.

**The Authorised Person (AP):** This person is responsible for the day-to-day management of the water systems and is not an employee of CHP. It is expected that they will be an employee of the Superior Landlord and/or their respective facilities management company.

**The Competent Person (CP):** The Competent Person is the person who carries out the installation and/or maintenance work on the water system infrastructure. The CP is not an employee of CHP and is expected to be employed by the Superior Landlords respective facilities management provider

**2.0 Preliminary Particulars**

**2.1 Location of sites**

The work will entail support the national property and operations team, Health and Safety team and the Technical Services team with subject matter expert guidance and support. Site visits may be necessary on an ad hoc basis across any of the 308 CHP LIFT estate sites across England.

This is a national consultancy support role so there will be no lots for this contract

**2.3 Knowledge and Extent of Work & Restrictions**

The contractor will be deemed to have studied the documents issued in connection with the work and to fully understand them and the nature of the work. Any queries arising will be dealt with by CHP and will be confirmed in writing if it fundamentally affects the work.

The contractor is to instruct their staff that on the first visit they are to report to the Operation and Relationship Managers (ORMS) where applicable for authorisation to be on site and to be given a site induction with respect to Health & Safety issues (including fire induction training). Where this is not possible CHP to advise.

The contractor is to provide their staff with identification badges which are to be worn and readily available for inspection at all times.

**2.4 Parking restrictions**

The contractor will adhere to any parking restrictions. All fees realised when visiting such sites will not be accepted as extra to contract by CHP and are to be included for within this contract.

**2.5 Acquaintance with Site**

The contractor shall be deemed to have made themself fully acquainted with the nature, the location and the character of the sites listed, the means of access thereto (including any traffic and other restrictions that may be imposed) and the extent and construction of the building.

**2.6 Roadways and Approaches**

The roadways and approaches to all sites shall at all times be kept clear and general traffic must not be impeded in any way. All vehicles utilised on any sites must display within their windscreens full details of the driver, company, and contact details on official signage.

**2.7 Specification**

The client nor contractor shall not alter or otherwise qualify the text of this specification, without consent from the other. Any such alteration or qualification, made without authority, will be ignored and the text of this document as printed will be adhered to.

**2.8 Sub-Contractors**

All sub-contractors staff shall be qualified in each particular role they are contracted for. Evidence of this will be required prior to any formal agreement of services.

**2.9 Health and Safety Requirements**

All contractors shall produce their relevant Health and Safety documents to the client, ensuring there is an up-to-date company Health and Safety policy. The contractor shall also provide all current training certificates for AE’s,

**2.10 Welfare etc.**

The contractor shall ensure that all safety and welfare measures required under or by virtue of the provisions of any enactment or regulation or the working rules of any industry are strictly complied with.

The contractor shall provide and maintain on the site as necessary all facilities for his own employees.

The contractor shall include for all costs of transporting workpeople to and from the site.

**3.0 Conditions of Contract**

The indicative length set for this project is 3 +1 years.

In order to fulfil the requirements of this contract the tenderer must demonstrate that it has the ability to provide all types of services quoted for on the tender document.

Any additional ad hoc requirements are to be quoted direct to CHP for the issuing of extra to contract orders where required.

Particular notice is drawn to the following:

1. Commencement Date 2nd January 2025

2. Initial Contact Period 3 Years

3. Extension of this contract +1 Years

CHP may wish to add additional properties to the service within the limits of a variation of contract post-award should the need arise.

**3.1 Price Review Procedures**

The prices accepted by CHP shall remain the same for the duration of this contract including any future CPI to be factored in.

If there are any changes in Legislation that materially impact the costs of providing this service then a variation will be applied to the contract but this must be agreed between both parties before this would be implemented and applied.

The contractor shall, at the request of CHP, furnish such books, accounts, documents or records and such other information as CHP may reasonably require verifying any changes in costs incurred by the contractor.

Both parties should first negotiate and strive to reach an agreement in any given situation, if an agreement is not reached CHP and the contractor will submit their claim to the CEDR model Mediation Procedure.

**3.2 Payment**

The contractor agrees to submit invoices at the following intervals:

a) Call-out charges at monthly intervals calculated from the Commencement Date.

b) Audit charges at quarterly interval calculated from the Commencement Date.

c) Remedial work charges at monthly intervals calculated from the Commencement Date, any such works must be pre-approved by CHP

The invoices will include:

1. any amounts that become payable pursuant to Variations agreed between the parties; and

2. any Value Added Tax payable and reference the Purchase Order number as advised by the Employer to the contractor.

On receipt of an invoice CHP will review the details of the invoices and raise with the contractor any queries in relation to content with which the Employer is not satisfied.

Once satisfied with the content of the invoice (and within 30 days of receipt from the contractor) CHP will take the necessary actions to approve the invoice for payment.

For new works, the contractor will supply within two weeks from the date of practical completion all documents reasonably required for the computation of the amount to be certified in the final certificate. The final certificate will be issued at the end of the defects period and will certify the payment of any retention due or balance there-of.

Where the contractor enters into an agreement with a supplier for the purpose of performing the contract, they shall cause a term to be included in such Sub-Contract which requires payment to be made to the supplier within a period not exceeding 30 days from receipt of a valid invoice as defined by the Sub-Contract conditions.

CHP reserves the right to request copies of such contractor/sub-contractor documentation appertaining to this clause to effectively monitor that contractors/sub-contractors are complying with this requirement. The contractor shall provide this information within 7 days of the request.

**3.3 Final Account**

CHP will not be liable for any costs incurred by the contractor in measuring and agreeing variations or in the preparation of any Final Account.

**3.4 Claims at Settlement**

No claims whatsoever will be allowed at the settlement of accounts that are attributable to any failure or neglect on the part of the contractor to make himself thoroughly acquainted with the nature and extent of the works from the aforesaid examination and of the study of the site and the extent of the work.

The contractor shall be deemed to have made allowance in the rates generally to cover items in these "Preliminaries and General Conditions" where they have not been priced individually and any other unpriced items in this specification.

The contractor shall be deemed to have satisfied himself before submitting their tender as to the correctness and sufficiency of that tender and that his obligations in all matters and things for the proper completion of the works are so priced.

In the event of any judgement creditor of the contractor, or any other person or persons whomsoever other than the contractor, making a claim to the monies payable under this contract, or any part thereof, the Facilities Contracts Manager on behalf of CHP shall be at liberty to resist any such claim and to deduct and retain out of the monies which may be or become due to the contractor by virtue of this contract or any part thereof, all costs, charges, damages and expenses which the Facilities Contracts Manager on behalf of CHP may pay, incur or sustain for, or by reason or in consequence of every or any such claim as aforesaid, or may recover the same from the contractor as liquidated damages.

**3.5 Value Added Tax.**

The contract sum shall be exclusive of VAT any such tax properly chargeable will be paid to the contractor in the appropriate manner in line with the terms of the contract.

The contractor's attention is drawn to the fact that, following the introduction of Value Added Tax in April 1973 (as laid down in the Finance Act 1972 or latter Acts) they may be required to pay the tax, as appropriate, on the cost of the supply of goods and services to them by suppliers whether nominated or otherwise, and may also be able, where appropriate to recover the tax so paid from H.M. Customs and Excise under the reimbursement procedure laid down in the Act and Regulations made thereunder. The payments and recovery of such tax will be the entire responsibility of the contractor, who will be deemed to have allowed in his tender for all incidental costs and expenses which they may incur thereby.

**3.6 Finance Act 2024**

The contractor's attention is drawn to the Finance Act 2024. The contractor will be required to satisfy CHP prior to signing the contract that they are either a limited company or has a certificate of exemption from the Inland Revenue.

The contractor is also specifically reminded that it is their duty and responsibility to satisfy themself as to the exemptions all sub-contractors whether nominated or otherwise.

**3.7 Data Protection Act and Confidentiality**

The contractor will not, and they procure that their staff shall not, during the continuance of this Contract or afterwards, whether the Agreement is terminated lawfully or not:

1. use for its own benefit or the benefit of any other person;

2. disclose to any person; or

3. through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of;

a) Any Confidential Information or any information in respect of which CHP is bound by an obligation of confidence to a third party, save that CHP shall keep the contractor informed of all obligations CHP enters into with third parties which require information to be kept confidential, and the contractor shall not be in breach of this clause if any improper disclosure results from CHP’s failure to keep the contractor so informed (provided the contractor could not be reasonably expected to impute an obligation of confidentiality to a third party).

b) All Confidential Information and any other materials which may have been made or prepared by, or at the request of, the Employer or have come into the contractor’s possession or control in the course of its Appointment shall as between CHP and the contractor be deemed to be the property of CHP.

The contractor shall immediately inform CHP if it becomes aware of the possession, use or knowledge of the Confidential Information by any unauthorized person, whether during or after the Term of this Appointment and at CHP request provide such reasonable assistance to deal with such an event.

The provisions of this Clause shall not apply to any Confidential Information which:

1. Is in or enters the public domain other than by breach of the Agreement;

2. is required by a court of competent jurisdiction;

3. is obtained from a third party who is lawfully authorized to disclose such information; or

4. is authorized for release by the prior written consent of CHP.

Failure by the contractor to comply with this Clause shall constitute a breach of the contract entitling CHP to terminate the contract immediately.

Nothing in this Clause shall prevent the contractor advising third parties of the nature of the services being provided to CHP, or the individual projects to which the services relate, provided that CHP has approved such disclosure in advance.

**3.8 Termination**

Either Party may terminate this Contract forthwith by notice in writing to the other Party if such other Party:

1. commits a material breach of any of the terms of this Contract which is:

2. not capable of remedy; or

3. in the case of a breach capable of remedy, which is not remedied within a timeframe as agreed between the Parties.

CHP may terminate this Contract forthwith by notice in writing to the contractor if:

a) the contractor does not commence delivery of the Services by any agreed long stop date;

b) the contractor, or any third party guaranteeing the obligations of the contractor under this Contract, ceases or threatens to cease carrying on its business;

c) suspends making payments on any of its debts or announces an intention to do so;

d) is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent;

e) enters into or proposes any composition, assignment or arrangement with its creditors generally;

f) takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation;

g) has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets;

h) has any security over any of its assets enforced;

i) or any analogous procedure or step is taken in any jurisdiction;

j) the contractor undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Employer and the Employer shall be entitled to withhold such consent if, in the reasonable opinion of the Employer, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Employer;

k) the contractor purports to assign, subcontract, novate, create a trust in or otherwise transfer or dispose of this Contract.

l) This will all be covered in the LPP DPS Terms and conditions.

**3.9 Limitation of Liability**

Nothing in this Contract shall exclude or restrict the liability of either Party:

1. for death or personal injury resulting from its negligence;

2. for fraud or fraudulent misrepresentation; or

3. in any other circumstances where liability may not be limited or excluded under any applicable law.

There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be directly recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:

1. extra costs incurred purchasing replacement or alternative services;

2. costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;

3. the costs of extra management time; and/or

4. loss of income due to an inability to provide health care services,

5. in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party’s breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which one Party is entitled to bring a claim against the other pursuant to this Contract.

**3.10 Insurance**

Unless otherwise confirmed in writing by CHP, as a minimum level of protection, the contractor shall put in place and/or maintain in force at its own cost with a reputable

commercial insurer, insurance arrangements in respect of employer’s liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Employer in writing.

**3.11 Day Work Charges**

**Day works will not be allowed during the terms of the contract**, any additional works will be on a quote basis.

**3.12 Hours of Working**

The contractor shall allow for the hours of working of during the building operational hours where possible, based on the nature of our sites, there may be a need to work out of hours and any associated costs in doing so need to be agreed prior to any works commencing.

**3.13 Site Meetings**

The contractor shall attend meetings as requested by the Facilities Contracts Manager and is expected to meet at a mutually agreed location (or by video conferencing) at least Monthly in the first year to ensure a sound reporting system is in place.

4.0 General Conditions

4.1 Fire Precautions

4.1.1 Fire Detection

The contractor shall observe and adhere to all site-specific Fire Safety Requirements.

Areas containing easily ignitable material and places where flame producing apparatus have been used shall be inspected at meal breaks and at the cessation of work to ensure that no conditions left onsite by the works which might lead to an outbreak of fire.

Inspections at meal breaks and at cessation of work shall cover all parts of the premises where works have been undertaken.

**4.1.2 In Case of fire**

The arrangements for calling the fire service shall be made known to all employees of the contractor when visiting site, if contractors are unsure, they shall request confirmation of the procedures when arriving on site prior to starting work.

In case of fire the fire service shall be called immediately.

**4.1.3 Reporting Fires**

All fires shall be reported immediately to the Fire Officer or responsible site person whether or not damage has been caused, this can be highlighted during the Induction process.

Any possible evidence as to the cause of the fire shall be preserved.

**4.2 Existing Services**

The contractor shall not interfere with the operation of existing services such as gas, water, electricity, and telephones, without permission.

**4.3 Variations and Instructions**

a) CHP reserves the right to deviate either by way of addition or deduction of such work as may be necessary although such may mean altering the original amount of the Contract, any such variation or instruction shall be covered by variation order under the relevant clause of the Conditions of Contract.

b) CHP will not be liable for any costs incurred by the contractor in measuring and agreeing variations or in the preparation of the Final Account.

**4.4 Time and Progress Schedule**

1. The contractor shall produce, within two weeks of contract acceptance, two copies of a time and progress schedule to the approval of the Facilities Contracts Manager.

2. The Schedule shall be in such form as to enable the programme and sequence of operations to be compared with the actual progress of works.

3. The time and progress schedule is for information only; it is not a contract document.

4. Assignment or Sub-letting

In the event of sub-letting, the contractor shall remain solely responsible for the due and satisfactory completion and maintenance of the works so sub-let and the persons or firms to who may be so sub-let shall not be regarded as "Nominated Sub-Contractors" in settling accounts at the end of the Contract.

**5.0 Scope of Work**

**5.1 Services required**

Community Health Partnerships seeks a supplier of water safety audit and consultancy to:

* Delivery of up to 10 Water Safety Audits across the CHP LIFT Estate in each year of the contract (sites to be determined based upon requirements – defined by CHP to provider)
* Deliver a governance audit of CHP to audit current position, process and deliver associated report of findings and recommendations.
* Delivery of accredited Responsible Persons (water) training to delegates across CHP including Portfolio Managers, Technical Services Team and Health and Fire Safety Advisors – happy for cost per delegate – based upon potential numbers of 30 (subject to staff fluctuation) however any proposal to reduce costs to deliver a course with multiple bodies in room will be considered e.g. 3courses with 10 per course as opposed to costs for 30 individuals.
* RP course to be delivered once during term of contract.
* Deliver Duty Holder training to CHP executive at least once during term of contract and provide recommendation of appropriate frequency for further training (and to deliver if frequency falls within term of contract
* Delivery of refresher training to same cohort at least once annually to enable sharing of any legislation updates – same approach applies (cost per delegate or session)
* To undertake a review and provide support in the development of the CHP water Safety Policy
* To develop and provide a comprehensive water safety plan for CHP.
* Provision of AE services - To provide a one-off cost(retainer) to allow for unlimited off-site advice and support via phone, email or other aspects such as a team’s/zoom call.
* Attendance at local Water Safety group meetings to provide support as required – undefined number and requirements based on previous contract, attendance is not required at every meeting, but only those with particular requirements but this does not include formal extraordinary meetings.