

DATE

15th of June 2023

(1)

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

- and -

(2)

CABLESHEER (ASBESTOS) LIMITED

**CONTRACT FOR THE REPAIR AND REPLACEMENT OF
FIRE DOORS AT CONNECT 38**

THIS AGREEMENT is made the 15th day of June 2023

BETWEEN

(1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** of Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY ("**the Employer**")

AND

(2) **CABLESHEER (ASBESTOS) LIMITED** (company registration no. 04353201) whose registered office is at Unit 3 Fitzroy Business Park, Sandy Lane, Sidcup, Kent, England, DA14 5NL ("**the Contractor**")

hereinafter collectively called "**the Parties**" and independently called "**the Party**"

WHEREAS

The Employer wishes certain works to be provided, namely the replacement and repairs to fire doors at Connect 38 ("the Works") and has accepted a tender from the Contractor dated 24 March 2023 for the provision of the Works

IT IS HEREBY AGREED as follows:

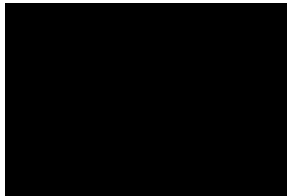
1. This Agreement incorporates the following documents and constitutes the entire agreement between the Parties relating to the Works:
 - JCT Minor Works Building Contract 2016 referred to in Appendix 1;
 - the Employer's Schedule of Amendments to the JCT Minor Works Building Contract 2016 Edition ("Schedule of Amendments") contained in Appendix 2, which shall prevail over any of the other documents listed below in the event of conflict between those documents and the Employer's Schedule of Amendments;
 - Employer's Form of Tender and Contract Specification including:
 - Schedule of Works/Scope of Works;
 - Construction Works Policy

- Contractor's tender dated 24 March 2023 including:
 - Form of Tender and priced Contract Specification;
 - Forms of Declaration;
 - Any relevant correspondence between the Parties.
2. In consideration of the provision of the Works by the Contractor, the Employer agrees to pay the Contractor the Contract Sum at the times and in the manner set out in this Agreement. The Contract Sum shall be **£31,115.71**
 - 3 In consideration of the payments to be made by the Employer to the Contractor in accordance with Clause 2 of this Agreement, the Contractor agrees to deliver the Works in compliance in all respects with the provisions of this Agreement.
 4. The Employer hereby appoints the Contractor as Principal Contractor for the Works for the purposes of regulation 14 of the Construction (Design and Management) Regulations 2015 ("CDM").
 5. The Contractor shall indemnify and hold harmless the Employer against any liability which the Employer may incur to any person whatsoever and against any claims, demands, costs and/or expenses sustained, incurred or payable by the Employer to the extent that the same arises by reason of any breach of this Agreement or an instruction or any tortious or negligent act or omission on the Contractor's part (and/or any third party to whom the Contractor has subcontracted the performance of the Contractor's obligations or part thereof) in the performance of the Contractor's obligations under and in connection with this Agreement.
 6. Nothing in the Contracts (Rights of Third Parties) Act 1999 shall entitle a person who is not a party to this Agreement to enforce any term of the Agreement.
 7. For the avoidance of doubt the provisions of this Agreement shall be construed and interpreted according to the laws of England and for the

purpose of any steps to be taken by the Employer to enforce the Contractor's obligations under this Agreement or any of them the Contractor hereby submits to the jurisdiction of the Courts of Law of England.


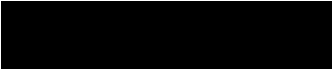
IN WITNESS whereof the Parties have executed this Agreement under hand on the day and year first above written

**FOR AND ON BEHALF of
THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**



Authorised Officer

FOR AND ON BEHALF OF CABLESHEER GROUP LIMITED

Director	Signature 
	Name IN CAPITALS 

APPENDIX 1

CONDITIONS OF CONTRACT

The Form of Contract in respect of the replacement and repairs to fire doors at Connect 38 shall be the **JCT Minor Works Building Contract 2016 Edition**

The Employer shall be:

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE of Civic Centre,
Castle Hill Avenue, Folkestone, Kent CT20 2QY

The Contractor shall be:

CABLESHEER GROUP LIMITED (company registration no. 08167226) whose registered office is at Unit 3 Fitzroy Business Park, Sandy Lane, Sidcup, Kent, England, DA14 5NL

The Contractor shall enter into the Contract with the Employer executed as a Deed

The Recitals, Articles and Contract Particulars shall be construed in accordance with the following:

Recitals

First: The Employer wishes to have the following work carried out:

the replacement and repairs to fire doors

at Connect 38, Station Road, Ashford, TN23 1FB (“the Works”)

Second: the Employer has had the following documents prepared which show and describe the work to be done::

the drawings listed below (“the Contract Drawings”) showing door locations on each floor:

DRAWING NUMBER	TITLE
1.	Ground Floor Plan
2.	First Floor Plan
3.	Second Floor Plan
4.	Third Floor Plan
5.	Fourth Floor Plan
6.	Fifth Floor Plan

- A Specification (“the Contract Specification”);
- Schedule of Repairs

those documents together with this Agreement, the Conditions, Schedule of Amendments thereto and , if applicable, a Schedule of Rates as referred to in the Third Recital (collectively ‘the Contract Documents’)^[5] as defined in the Schedule of Amendments are annexed to this Agreement.

Third: Priced Schedule of Repairs

Articles

Article 1: Contractor’s Obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents

Article 2: Contract Sum

Thirty one thousand, one hundred and fifteen pounds, seventy one pence (£31,115.71) (“the Contract Sum”)

Article 3: Contract Administrator shall be: [REDACTED]

of Folkestone & Hythe District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY.

or, if he ceases to be the Contract Administrator, such other person as the Employer shall nominate for that purpose

Article 4: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Contract Administrator

Or^[1] [1]

of _____

or such replacement as the Employer at any time appoints to fulfil that role

Article 5: The Principal Contractor for the purposes of the CDM Regulations is the Contractor

or _____

of _____

or such replacement as the Employer at any time appoints to fulfil that role

Article 7: Does not apply

Article 8: Applies

Article 9: The Articles of Agreement and the Conditions shall have effect as modified by the Employer's Schedule of Amendments attached hereto

Contract Particulars

Fourth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)	Base Date	Base Date: 24 March 2023
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	Employer at the Base Date is not a 'contractor' for the purposes of the CIS
Fifth Recital	CDM Regulations ^[3]	The project is not notifiable
Sixth Recital	Framework Agreement (if applicable) (state date, title and parties)	_____ _____ _____
Seventh Recital and Schedule 3	Supplemental Provisions	
	Collaborative working	Paragraph 1: applies
	Health and Safety	Paragraph 2: applies
	Cost savings and value improvements	Paragraph 3: applies
	Sustainable development and environmental considerations	Paragraph 4: applies

^[3] Under the CDM Regulations 2015 a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days

	Performance Indicators and monitoring	Paragraph 5: applies
	Notification and negotiation of disputes	Supplemental Provision 6: applies
	Where Supplemental Provision 6 applies, the respective nominees of the Parties are	Employer's nominee: [REDACTED], Building Surveyor, Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY. Contractor's nominee: [REDACTED] or such replacement as each Party may notify to the other from time to time
Article 7	Arbitration (if neither entry is deleted, Article 7 and Schedule 1 do not apply)	Article 7 and Schedule 1 (Arbitration) do not apply
2.2	Works commencement Date :	12 th June 2023
2.2	Date for Completion:	24 th July 2023
2.8	Liquidated Damages	at the rate of: £100 per week
2.10	Rectification Period: (The period is three months unless a different period is stated)	3 Months from date of practical completion
4.3	Interim payments – Interim Valuation Dates ^[17] (Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.2)	The first Interim Valuation Date is One month after commencement and thereafter at intervals of one month.

^[17]The first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim valuation Dates should not be more than one month.

^[16] An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the percentage entries for clause 4.3.

	and thereafter at monthly intervals)	
4.3	Payments due prior to practical completion – percentage of total value of work etc. (The percentage is 95 per cent unless a different rate is stated.)	95 Per cent[16]
4.3	Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor (The percentage is 97 ½ per cent unless different rate is stated)	97.5 Per cent[16]
4.3 and 4.8	Fluctuations provision (Unless another provision or entry is selected, Schedule 2 applies)	no fluctuations provision applies
4.3 and 4.8	Percentage addition for Schedule 2 (paragraph 13) if applicable	N/A
4.8.1	Supply of documentation for computation of amount to be finally certified:	thirty (30) Days from the date of practical completion
5.3.	Contractor's Public Liability Insurance:	
	injury to persons or property – the required level of cover is not less than	£5,000,000 For any one occurrence or series of occurrences arising out of one event

5.4A, 5.4B and 5.4C	Insurance of the Works etc - alternative provisions	Clause 5.4C (Existing structures insurance by Employer in own name)
5.4A and 5.4B	Percentage to cover professional fees (if no other percentage is stated, it shall be 15 per cent)	15%
5.4C	Insurance arrangements – details of the required policy or policies	Are set out in the following document(s)
7.2	Adjudication	The Adjudicator is: Nominating body: The Royal Institution of Chartered Surveyors
Schedule 1 paragraph 2.1 – Arbitration	Appointer of Arbitrator (and of any replacement):	President or a Vice president of: The Royal Institution of Chartered Surveyors

APPENDIX 2

Schedule of Amendments to the JCT Minor Works Building Contract 2016 Edition (Article 9)

SECTION 1 DEFINITIONS AND INTERPRETATION

Clause 1.1 Definitions

Amend the definition of “Joint Names Policy” by inserting the words “and any funder or other third party as the Employer may require” after the word “Contractor” and before the word “as”.

Insert the following new Definitions:

“Contract Documents:

- Joint Contracts Tribunal (JCT) Minor Works Building Contract 2016 edition;
- the Employer’s Schedule of Amendments to the JCT Minor Works Building Contract 2016 edition;
- the Contractor’s Tender Document including:
 - Form of Tender dated 24 March 2023;
 - Pricing Schedules
 - Programme of Works
 - Specification
 - Forms of Declaration

Any relevant specified correspondence between the parties”

“Data Protection Legislation - means (i) the Data Protection Act 1998 (DPA 1998), (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), Law Enforcement Directive (Directive (EU) 2016/680) (“LED”), (iii) the Data Protection 2018 (“DPA 2018”) to the extent that it relates to processing of personal data and privacy and (iv) all applicable Legislation about the processing of personal data and privacy;”

“Environmental Laws - any law statute, statutory instrument or legislation of the European Union having effect in the United Kingdom, or circulars, guidance notes and the like issued by the United Kingdom Government or relevant regulatory agencies relating to the protection or pollution of the environment (within the meaning of the Environmental Protection Act 1990);”

“Hazardous Substances - any substances which are capable of carrying harm to man or any living organisms supported by the environment (within the meaning of the Environmental Protection Act 1990);”

“Proprietary Material - all drawings, details, plans, specifications, schedules, reports, calculations and other work, whether in written or electronic form (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Contractor in connection with this Contract and/or any Order;”

“TFEU – means the Treaty on the Functioning of the European Union;”

“the Treaties – means the Treaty on European Union and TFEU”

SECTION 2: CARRYING OUT THE WORKS

Contractor’s obligations

Delete Clause 2.1.1 and replace with the following new clauses:

“2.1.1A The Contractor shall fully carry out the works using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent contractor who is experienced in carrying out work of a similar scope, nature and complexity and size to the works.

2.1.1B The Contractor shall work in a proper and workmanlike manner and fully in accordance with the Contract Administrator's instructions, any instructions of the Employer, the Contract Documents and other Statutory Requirements and shall give all notices required by the Statutory Requirements.

2.1.1C The Contractor shall take due account of the terms of any agreements between the Employer and third parties as are from time to time disclosed to him and shall perform his obligations under this Contract in such a manner as not to constitute, cause or contribute to any breach by the Employer of his obligations under such agreements and shall indemnify the Employer in respect of any loss and/or damage which he incurs as a result of any breach by the Contractor of this clause where such loss and/or damage arises under such agreements.

2.1.1D The Contractor shall not use, generate, dispose of or transport to the Works and site any Hazardous Substances otherwise than in accordance with Environmental Laws.”

Clause 2.1.2 shall be amended by inserting the following words at the end of the clause:

“To the extent that the quality of materials and goods or standards of workmanship are not prescribed nor stated to be a matter for such opinion or satisfaction, they shall be of a standard appropriate to the relevant work. For the avoidance of doubt the standards of workmanship required pursuant to this clause shall be no less than those set out in British Standard 8000 or any other standard that may be applicable.”

After clause 2.1.3 insert new clauses 2.1.4 and 2.1.5 as follows:

“Confidentiality

2.1.4 The Contractor shall be aware of and make it known to all employees agents or sub-contractors that all information in this Contract, or acquired in any way as a result of the performance or carrying out of the Contract is confidential to the Employer. The Contractor or the Contractor’s employees or agents or sub-contractors shall not divulge any such information to any other person, other than for the purposes of the performance or carrying out of the Contract except with the written permission of the Employer. The Contractor shall neither dispose nor part with possession of any confidential information or material provided to the Contractor pursuant to this Contract or prepared by the Contractor pursuant to this Contract other than in accordance with the express written instructions of the Employer. The Contractor shall indemnify and keep indemnified the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause.

2.1.5 The Contractor hereby agrees that if the Contractor its employees officers sub-contractors or agents gain access in the course of the performance of this Contract or otherwise to information held by the Employer and consisting of personal data within the meaning of the Data Protection Legislation, such information shall remain confidential and shall not be disclosed to any other person for any reason whatsoever without the express authority of the Employer and the Contractor hereby further agrees and undertakes to indemnify the Employer from all actions arising from any such unauthorised disclosure.”

Clause 2.5.2 shall be deleted and replaced with the following new clause 2.5.2:

“Provided the Contractor has provided the written notice specified in clause 2.5.1 then it shall not be liable under this Contract if the works carried out do not comply with the Statutory Requirements, but only to the extent that the non-compliance results from the divergence between the Statutory Requirements and the Contract Documents and/or instructions that the Contractor has previously advised the Employer of in accordance with clause 2.5.1.”

Amend clause 2.9 by deleting “3.9.4” at the end of the clause and inserting the words “3.9 in respect of the supply of documents and information”.

Clause 2.10 shall be amended by replacing “14 days” with “28 days”.

SECTION 3: CONTROL OF THE WORKS

Delete Clause 3.1 in its entirety and replace with the following clause:

“3.1 The Employer may assign or otherwise transfer this Contract or the benefit thereof at any time without the consent of the Contractor. The Contractor hereby consents to the novation of this Contract by the Employer and agrees to enter into such documents as are required to effect such novation. The Contractor shall not assign, novate or otherwise transfer this Contract without the prior written consent of the Employer.”

Delete Clause 3.2 in its entirety and replace with the following clause new clause 3.2:

“3.2.1 The Contractor shall appoint a competent Contractor’s Representative for the proper administration of this Contract.

3.2.2 The Contractor’s Representative shall have suitable and sufficient qualifications and experience to carry out this function and shall be the representative empowered to act on behalf of the Contractor for all purposes connected with the Contract.

3.2.3 The Contractor’s Representative shall be the person referred to in the tender documentation or such other person nominated in writing by the Contractor from time to time to act in the name of the Contractor for the purposes of the Contract.

3.2.4 From time to time the Contractor may appoint one or more representatives to act for the Contractor generally or for specified purposes or periods. Immediately any such appointment is made or terminated, the Contractor shall give written notice thereof to the Employer and until such notice is received the Employer shall be under no obligation to comply with any instruction issued by such representative.

3.2.5 Any notice, information, instruction or other communication given to the Contractor’s Representative by the Employer shall be deemed to have been given to the Contractor.

Delete Clause 3.3.1 in its entirety and replace with the following clause:

“3.3.1 Except as otherwise may be provided in this Contract the Contractor shall not sub-contract the whole or any part of the Works without the prior written consent of the Employer (which the Employer may in its absolute discretion permit or withhold).”

Renumber clause 3.3.2 as clause 3.3.3 and insert the following new clause 3.3.2:

“3.3.2 In the event of the Employer agreeing to any assignment or sub-contracting such consent shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts, defaults and negligence of any assignee or sub-contractor, his or its agents, servants or employees.”

Clause 3.8 shall be amended by inserting the following sentence at the end of the clause:

“The Contractor shall then ensure that such person is immediately excluded from the site.”

New Clause 3.10:

“Access to site

“3.10 The Contract Administrator or their representative shall have at all times access to the Works and site or other places off-site where materials or equipment are being stored or prepared for the Works.”

SECTION 4: PAYMENT

Delete clauses 4.4.1, 4.4.2, 4.5.2 and 4.5.3 in their entirety.

Clause 4.8.1 shall be amended by replacing “28” with “30” in the first sentence.

SECTION 5: INJURY, DAMAGE AND INSURANCE

Clause 5.3.2: following the words “of one event” insert the words “with no limit to the number of events”.

Insert new clause 5.8 as follows:

“5.8 The Contractor shall ensure, so far as is reasonably practicable, the health, safety and welfare at work of his employees and shall conduct his undertakings in such a way as to ensure that persons other than his employees who may be affected by his operations are not exposed to risks to their health or safety and shall in all respects perform his duties under the Health and Safety at Work, etc Act 1974 and any Health and Safety Regulations made thereunder.”

Insert new clause 5.9 as follows:

“5.9 The Contractor shall at all times reasonably prevent any public or private nuisance (including without limitation any such nuisance caused by noxious fumes, noisy working operations or the deposit of any materials or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any

statutory undertaker arising out of the provision of the Works or of any obligation pursuant to clause 2.10 and shall defend or, at the Employer's option, assist the Employer in defending any action or proceedings which may arise as a result of any breach by the Contractor of its obligations under this Contract."

SECTION 6: TERMINATION

Insert additional sub-clauses 6.4.1.4 and 6.4.1.5 as follows:

- “. 4 fails to comply with clause 5.8 (Health and Safety), or
- . 5 fails to comply with any of his obligations including all conditions contained in the Contract Documents”

Re-number clause 6.4.2 as clause 6.4.3.

Insert new clause 6.4.2 as follows:

“6.4.2.1 Where the Contractor receives notice under Clause 6.4.1 that it has failed to perform the Works in accordance with the Contract Documents, the Employer may, without prejudice to any other remedy it may have:

- (i) request from the Contractor that, at the Contractor's own expense and as specified by the Employer, it reschedules and carries out the Works in a manner satisfactory to the Employer, which may include rectifying completed Works or repeating the provision of any of the Works within such period as the Employer may specify by such written notice; and/or
- (ii) withhold or reduce payments to the Contractor, as the Employer shall reasonably deem appropriate in each particular case; and/or
- (iii) request that the Contractor pay or allow to the Employer liquidated damages at the rate stated in the Contract Particulars between the specified date for completion and the actual date of completion; and/or
- (iv) employ a third party to carry out and complete the Works.

6.4.2.2 Any expenses incurred which are in addition to the cost of the relevant part of the Works arising as a consequence of suspension of the Works or procuring a third party to do so, shall be recovered in full from the Contractor, including any administrative costs reasonably incurred by the Employer.”

Delete clause 6.6 and replace with the following new clause 6.6:

“6.6 Prevention of Bribery and Corruption

“6.6.1 The Contractor warrants and undertakes to the Employer that:

- .1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and will not give any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;
- .2 it will procure that any person who performs or has performed services for or in its behalf ("Associated Person") in connection with this Contract complies with this clause and subject to the JCT Form of Contract to be used;
- .3 it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this clause and subject to the JCT Form of Contract to be used;
- .4 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
- .5 from time to time at the reasonable request of the Employer it will confirm in writing that it has complied with its undertakings under clauses 6.6.1.1 to 6.6.1.4 and will provide any information reasonably requested by the Employer in support of such compliance;
- .6 it shall notify the Employer as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

6.6.2 Where the Contractor or Contractor's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Contractor's behalf, engages in conduct prohibited by the Bribery Act 2010 or the Local Government Act 1972 section 117(2) in relation to this or any other contract with the Employer, the Employer has the right to;

- .1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Employer resulting from the termination, including the cost reasonably incurred by the Employer of making other arrangements for the provision of the Works and any additional expenditure incurred by the Employer throughout the remainder of the Contract.
- .2 recover in full from the Contractor any other loss sustained by the Employer in consequence of any breach of this clause, whether or not the Contract has been terminated."

Delete heading of clause 6.7 and replace with new heading "Consequence of termination under clauses 6.4, 6.5 and 6.6"

Insert new Section 8 (TUPE) to the JCT Conditions of Contract as follows:

“Section 8 TUPE

- 8.1 The Contractor accepts and undertakes that when it tendered for (and entered into) this Contract it has taken into consideration the provisions of the European Acquired Rights Directive 77/187 (“Directive”) and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“Regulations”) and has considered the application or otherwise of those provisions to this Contract and has taken the appropriate action required under the Directive and/or the Regulations.
- 8.2 Where, in the opinion of the Employer, the Regulations are likely to apply on the termination or expiration of the Contract, the Contractor shall provide such information as the Employer may require in order to comply with the Regulations including, without limitation, such information regarding any Contractor employee who would transfer under the same terms of employment under the Regulations. Such information shall be provided to the Employer within fourteen (14) days of request or as otherwise required by the Regulations.
- 8.3 Where the award of this Contract, or any successor/replacement contract, creates rights under the Regulations, the Contractor shall indemnify the Employer against any transfer costs (including, without limitation, any claims, damages, awards, orders or payments for the Contractor’s failure to comply with the Regulations).”

Insert new Section 9 (Freedom of Information) to the JCT Conditions of Contract as follows:

“Section 9 Freedom of Information

- 9.1 The Employer is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (“the Acts”). As part of the Employer’s duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a request. The Employer has absolute discretion to apply or not to apply any exemptions under the Acts.
- 9.2 The Contractor shall assist and co-operate with the Employer (at the Contractor’s expense) to enable the Employer to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Employer.
- 9.3 The Contractor acknowledges that the Employer is committed to the Government’s transparency agenda requiring the Employer to publish on line items of spend over £500 (five hundred pounds) including actual payments made to the Contractor, the Contractor’s tender and the terms of this Contract (excluding commercially sensitive Information).

- 9.4 The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose information;
- a) without consulting with the Contractor, or
 - b) following consultation with the Contractor and having taken its views into account.”

Insert new Section 10 (Data Protection) to the JCT Conditions of Contract as follows:

“Section 10 Data Protection

The Contractor shall (and shall procure that any of its staff involved in the provision of the Works) comply with any requirements under the Data Protection Legislation.”

Insert new Section 11 (Equal Opportunities, Unlawful Discrimination and Human Rights) to the JCT Conditions of Contract as follows:

“Section 11 Equal Opportunities, Unlawful Discrimination and Human Rights

- “11.1 The Contractor shall comply with all applicable equalities, inclusion, and diversity legislation, which shall include any law, statute, bye-law, regulation, order, regulatory policy, guidance or code of practice, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body (“the Equalities Provisions”) now in force or which may be in force in the future and with the Employer's equality and diversity policies as may be amended from time to time, copies of which will be provided by the Employer to the Contractor at the Contractor's written request.
- 11.2 For the avoidance of doubt, the term “Contractor” in this clause 11 shall include the Contractor's employees, agents, representatives and sub-contractors employed in the execution of the Contract.
- 11.3 The Contractor will provide to the Employer such information as the Employer may reasonably request in respect of the impact of equality issues on the operation of the Contract.
- 11.4 If a complaint is made about the acts or omissions of the Contractor in relation to the Equality Provisions, the Contractor may be the subject of an investigation by the Employer. During the course of such an investigation the Contractor shall make all documents the Employer

considers to be relevant to the investigation available and co-operate with the investigation. If any breach of the Employer's duties under the Equalities Provisions is found to have occurred due to the acts or omissions of the Contractor, the Contractor shall indemnify the Employer in respect of any loss, damage and/or compensation, fines and costs (including but not limited to legal costs and expenses) which may be suffered by or imposed on the Employer by any court, tribunal or ombudsman.

- 11.5 If requested to do so by the Employer the Contractor shall co-operate with the Employer at the Contractor's expense in connection with any legal proceedings, ombudsman enquiries, arbitration or Court proceedings in which the Employer may become involved arising from any breach of the Employer's duties under the Equalities Provisions due to the alleged acts or omissions of the Contractor.
- 11.6 The Contractor shall carry out the works in a manner which is consistent with the Human Rights Act 1998 as though (for the avoidance of doubt) it is bound by the Act and in such a way that the Employer shall not be liable to any person for a breach of its duties under the said Act and shall indemnify the Employer against any direct or indirect costs expenses damages compensation liabilities or other claims incurred or suffered by the Employer arising from or in relation to a breach or alleged breach of the said Act.
- 11.7 Failure by the Contractor to comply with the provisions of this clause 11 may lead to the termination of this Contract."

Insert new Section 12 (Contractor' Personnel) to the JCT Conditions of Contract as follows:

"Section 12 Contractor's Personnel

- "12.1 The Contractor shall comply with all relevant legislation relating to the Contractor's personnel ("Personnel"), however employed, including (but not limited to) the compliance in law of the ability of the Personnel to work in the United Kingdom.
- 12.2 The Contractor shall employ sufficient persons to ensure that the Works are carried out in accordance with the Contract. The Personnel engaged in and about the provision of the Works shall be properly and sufficiently qualified, competent, skilled and experienced and the Contractor shall ensure that such Personnel are properly and continuously trained, sufficiently instructed and adequately supervised with regard to the provision of the Works generally and in particular:
- .1 the task or tasks such Personnel have to perform;
 - .2 all relevant rules, procedures and statutory requirements concerning health and safety, including the Employer's health and safety policy;

.3 all other statutory requirements in connection with the Contract

and the Contractor shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause 12.

12.3 The Employer shall be entitled to require the Contractor to remove from the performance and carrying out of the Works any of the Personnel whose behaviour is in the opinion of the Employer negligent, (should it become aware) disruptive, disturbing or likely to cause offence to the Employer or its employees and where the Employer has received a valid complaint.

12.4 The Employer shall in no circumstances be liable either to the Contractor or to any Personnel (including its sub-contractors) removed pursuant to clause 12.3 in respect of any cost, expense, liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Employer in respect of any claim or proceedings made or brought against the Employer by such Personnel.”

Insert new Section 13 (Safeguarding) to the JCT Conditions of Contract as follows:

“Section 13 Safeguarding

13.1 The Contractor shall make arrangements during the provision of any works under this Contract to ensure that the Contractor and its Personnel comply, in all respects, with all relevant legislation and Employer policy in relation to the safeguarding of children and vulnerable adults, which may include enhanced disclosure checking of the Personnel, undertaken through the Disclosure and Barring Service (“DBS”) and a check against the adults barred list or the children’s barred list as appropriate.

13.2 The Contractor shall monitor the level and validity of the checks for each of its Personnel.

13.3 The Contractor warrants that at all times for the purposes of this Contract, it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the Works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.”

Insert new Section 14 (Asbestos) to the JCT Conditions of Contract as follows:

“Section 14 Asbestos

14.1 Where any works under this Contract involves the use and handling of asbestos, the Contractor shall, at all times, comply with the provisions of

the Control of Asbestos Regulations 2012 and any other relevant legislation, codes of practice and guidelines in respect of asbestos.

- 14.2 Where incidental asbestos is discovered or suspected at any of the Employer's premises or sites, the Contractor shall notify the Contract Administrator immediately. The Contract Administrator will advise the Contractor by further instruction.
- 14.3 Where no asbestos survey has been conducted, the Employer may require the Contractor to arrange a survey and provide the Employer with the results of the survey as soon as is reasonably possible.
- 14.4 In order that the Employer's asbestos register may be updated, the Contractor shall promptly notify the Employer in writing of any new asbestos materials discovered, or any asbestos materials found to have become seriously damaged and of any asbestos materials wholly removed from the property.
- 14.5 It is a condition of this Contract that all of the Contractor's Personnel, which shall include all of the Contractor's employees, agents, representatives and sub-contractors engaged in the provision of the Works, are required to have undertaken asbestos awareness/identification training prior to commencing work at any of the Employer's properties. The Contractor shall provide the Employer with written evidence of such training prior to commencing the Works and such written evidence must be held in the Contractor's office for inspection by the Employer at all times. If it is determined that a member of the Contractor's Personnel has not undertaken such asbestos awareness/identification training, then that person shall be removed from the provision of the Works immediately.
- 14.6 The Contractor shall indemnify the Employer against any expense, liability, loss, claim or proceedings etc., in respect of personal injury to any person whomsoever and the contraction of any industrial disease as a result of exposure to asbestos during the course of the work within this Contract will be deemed to be covered by that condition."

Insert new Section 15 (Additional Employer's Requirements) to the JCT Conditions of Contract as follows:

"Section 15 Additional Employer's Requirements

- "15.1 In the event of any inconsistencies or any ambiguity between the Articles of Agreement, Conditions and this Schedule of Amendments, the Parties agree that the Schedule of Amendments shall take precedence over the Articles of Agreement and Conditions whilst the Articles of Agreement shall take precedent over the Conditions.
- 15.2 The Contractor shall ensure that it has policies or codes of conduct in relation to:

- equality and diversity policies
- sustainability
- information security rules
- whistleblowing and/or confidential reporting policies.

15.3 The Contractor shall keep and maintain until 6 years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the agreement including:

- (a) the works provided under it;
- (b) all expenditure reimbursed by the Employer;
- (c) all payments made by the Employer

and the Contractor shall on request afford the Employer or the Employer's representatives with such access to those records as may be required in connection with this Contract.

15.4 The Contractor shall co-operate fully with any enquiry or investigation made by the Employer's internal or external auditors, or any other quality or performance inspectors, that in any way concerns this Contract or any sums claimed or charged in relation to this Contract. The Employer may use information given by the Contractor in connection with this Contract to prevent and detect fraud and money-laundering; it may also share this information, for the same purpose, with other organizations that handle public funds. The Contractor shall take all necessary action to prevent money laundering. Where the Employer deems that the Contractor has been involved in money laundering it will take whatever measures appropriate to prevent this and report such action to the relevant authorities. The discovery of fraud and/or money laundering shall be grounds for termination of the Contractor's employment.

15.5 The Contractor shall comply with any Employer policies affecting the Contract and shall if requested provide the Employer with any relevant information required in connection with any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in such inquiries or proceedings or hearings arising out of the Contract. The Contractor shall co-operate fully with the Commissioner for Local Administration in England (the Local Government Ombudsman) in any investigation by him of any complaint relating to the Contract and in enquiries by any of the Employer's Committees. From time to time, the Employer may require the Contractor to provide reports to, or be involved in discussions with, elected members. The Contractor shall comply with the Employer's reasonable requirements and shall not be entitled to any additional payment in respect thereof save to the extent such costs are incurred as a result of a default on the part of the Employer.

15.6 The Contractor shall, upon becoming aware of anything in connection with the Contract that is likely to give rise to legal inquiry or litigation,

forthwith notify the Contract Administrator, giving such details as are available.

- 15.7 The Contractor shall deal with any complaints about its performance of the Contract, received from whatever source, in a prompt, courteous and efficient manner. The Contractor shall set up an internal process for dealing with complaints and shall keep a written record of all complaints received and of the action taken in relation to such complaints. The Contractor shall inform the Contract Administrator in writing of all complaints received and of all steps taken, and shall permit its record of complaints to be inspected by the Contract Administrator (or any other person nominated by him) at all reasonable times on reasonable notice.
- 15.8 The Contractor and its Personnel shall not speak to the press or broadcasting media about any matters connected with the Contract without the prior written consent of the Contract Administrator. If the Contractor intends to advertise its provision of the Works to the Employer, it shall obtain approval of the Employer before doing so as to the content of such advertisement.
- 15.9 The Contractor should note that it is of the utmost importance that their employees and sub contract employees carry with them at all times their company's identification card to produce when challenged by the Employer's staff or council residents.
- 15.10 Where under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum item due or which at any time thereafter may become due to the Contractor under the Contract or under any other similar construction contract with the Employer.
- 15.11 The Contractor shall be deemed to have obtained information on all matters affecting the execution of the works. No claim arising from errors or omissions will be considered.
- 15.12 The Contractor shall comply with all Standing Orders of the Employer in so far as they are applicable to the execution of the Works. It is the responsibility of the Contractor to determine the nature and extent of such Standing Orders for lack of knowledge will not constitute grounds for non-compliance. A copy will be available for inspection on request.
- 15.13 The Contractor shall comply with all statutory requirements to be observed and performed in connection with the Contract and shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause 15.

Bonds and Guarantees

Insert new Section 16 to the JCT Conditions of Contract as follows:

- “16.1 At the exclusive discretion of the Employer, when the Contractor is a subsidiary of another company it shall procure that its ultimate holding company (or, at the Employer’s complete discretion, such other company within the Contractor’s group as the Employer shall require) shall provide a parent company guarantee in favour of the Employer in respect of the Contractor’s obligations under the Contract executed as a deed in the form set out in Appendix 1. The guarantee must be in place before the Contract commences.
- 16.2 At the exclusive discretion of the Employer, where the Contractor does not have a parent company or where the parent company is not approved by the Employer, the Contractor shall enter into a contract guarantee bond, in the form set out in Appendix 2, by which they shall be jointly and severally bound to the Employer in a sum equivalent to 10% of the total contract value/annual price conditioned for the due fulfilment of the terms and conditions of the Contract. The surety shall be either an insurance company or bank whose registered office is situated in England. The bondsman is to be approved by the Employer. The bond must be in place before the Contract commences.”

“Greenhouse Gases and Carbon Emissions¹

- 17.1 The following definitions apply in this clause and in Schedule 4:
- “GHG Emissions” means the emissions of GHGs from all sources related to this Agreement, categorised as “Scope 1” and “Scope 2” emissions by The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015 as updated from time to time;
- “Greenhouse Gases (GHGs)” means the natural and anthropogenic gases which trap thermal radiation in the earth’s atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time, which include carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF₆), and nitrogen trifluoride (NF₃), each expressed as a total in units of Carbon Dioxide Equivalent (CO₂e).
- “Overall Sustainability Impact” means the Contractor’s assessment and performance of the relevant social, environmental and economic policies related to this Agreement in accordance with the Small business user guide: Guidance on how to measure and report your greenhouse gas

¹ This clause does not require a specific reduction in carbon emissions, but contains a general obligation to reduce and minimise emissions in providing the services. Specific reduction requirements could be dealt with by linking year-on-year improvements to relevant KPIs. Alternatively, a project specific sustainability clause may be more appropriate.

emissions published by the Department for Environment, Food & Rural Affairs Published on February 2012
<https://www.gov.uk/government/publications/small-business-user-guide-guidance-on-how-to-measure-and-report-your-greenhouse-gas-emissions>.

“Sustainability Report” has the meaning given to it in clause 17.3.

17.2 In performing its obligations under this Contract, the Contractor shall, where applicable to this Contractor, to the reasonable satisfaction of the Employer:

17.2.1 in its operations, comply with all applicable environmental law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials and the provision of certificates if requested and as appropriate;

17.2.2 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Employer’s reasonable questions;

17.2.3 minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by relevant staff, emissions from Contractor offices and equipment.

17.3 On each anniversary of the Works commencement date as specified in the Contract Particulars, the Contractor shall complete and submit to the Employer a sustainability report in relation to the Works, which shall be in the form specified in Schedule 4 (the “Sustainability Report”), and include the assumptions used in the reporting and contain information on:

17.3.1 the Contractor’s GHG emissions associated with the delivery of this Contract in accordance with established best practice and internationally accepted standards²

17.3.2 the Contractor’s water use (in metres cubed);

² The Small Business User Guide published by DEFRA, 2012: [SMALL BUSINESS USER GUIDE: Guidance on how to measure and report your greenhouse gas emissions \(publishing.service.gov.uk\)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf)
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf

- 17.3.3 the Contractor's energy consumption for all fossil fuels (in kilowatt-hours (kWh)) relating to assets used at Employer premises or other locations;³
- 17.3.4 transport use (and resulting GHG emissions from transport fuel) for goods delivered to, or Contractor staff travel to, Employer premises or other Employer locations or the location where the contract is delivered;
- 17.3.5 volume of waste (in kilograms/tonne) produced at Employer premises or other locations that relate to the provision of the Works, including how the Contractor intends to process and dispose of waste; and
- 17.3.6 the Overall Sustainability Impact of the Works, including improvements identified by the Contractor, new policies or targets adopted to reduce the environmental impact of the Contractor's operations and contributions towards any Employer environmental policies or targets.

³ Calculating the CO₂ equivalent from the *UK Government GHG Conversion Factors for Company Reporting* for the relevant reporting period. <https://www.gov.uk/government/publications/greenhouse-gas-reporting-conversion-factors-2022>

Insert new Schedule 1 to the JCT Conditions of Contract as follows:

SCHEDULE 1: GREENHOUSE GAS REPORTING

1. This Schedule shall be completed on each anniversary of the Works commencement date as specified in the Contract Particulars of this Contract by the Contractor and the completed schedule shall be referred to as the "Sustainability Report". The CO₂ equivalent emissions associated with fossil fuels will be calculated, and the water usage, recycling rates and waste produced will be reported.
2. The Sustainability Report will demonstrate, measure and report on the carbon emissions (CO₂ equivalent) associated with the delivery of the Works under this Contract.
3. The Sustainability Report will set out the Overall Sustainability Impact of the Works, including improvements identified by the Contractor, new policies or targets adopted to reduce the environmental impact of the Contractor's operations and contributions towards any Employer environmental policies or targets.
4. The calculation methodology for the Sustainability Report will follow the latest guidance from DEFRA⁴ and include:

Step 1.

Measure the greenhouse gas emissions for the Contractor's business,

-taking into account the parts of the Contractor's business which the Contractor either owns or has control over. This means that the Contractor is only measuring emissions which relate to the Contractor's business operations. To do this, the Contractor needs to set a boundary which will ring fence the Contractor's business operations and will help identify which greenhouse gases the Contractor needs to measure; and

-apportion the emissions relating to this Contract, noting the assumptions that the Contractor has made.

Step 2.

Identify the main activities relating to this Contract, that release greenhouse gases in the Tables 1 (Fossil Fuel Use) and Table 2 Water & Waste) below.

⁴ Latest guidance follows the DEFRA approach and can be found at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf

Step 3.

The assumptions made in the calculation of the emissions associated with this Contract are to be expressly stated in Tables 1 (Fossil Fuel Use) and Table 2 Water & Waste) below.

Step 4.

Provide information on the Overall Sustainability Impact of the Works and return the completed Sustainability Report and Tables 1 (Fossil Fuel Use) and Table 2 Water & Waste) to the Employer.

Folkstone & Hythe District Council Sustainability Report: greenhouse gas emissions⁵

Name of Contract: Remedial Works to Fire Doors at Connect 38 (DN655806)

Date of Report: *[insert date of report]*

Contractor Name: Cablesheer (Asbestos) Limited (company registration no. 04353201)

Table 1: Fossil Fuel Use

Activity	Data Source	Assumptions used to apportion the consumption	CO2 equivalent in kg
Electricity Use	Electricity bills in kWh apportioned to this contract	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Natural Gas use	Gas bills in kWh apportioned to this contract	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Other fossil fuels	Oil, LPG, propane delivery notes	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Fuels used in vehicles and machinery to service the contract	Mileage and fuel bills (litres)	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Assumptions	<i>[insert relevant assumptions used for calculated the figures inserted above]</i>		

Table 2: Water and Waste

⁵ The methodology to calculate the Sustainability Report should follow the latest guidance from DEFRA. Latest guidance follows the DEFRA approach and can be found at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf

Activity	Data Source	Assumptions used to apportion the consumption	Consumption
Water consumption	Water supply from bills in m3	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Water treatment	Water treatment bills in m3	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Waste disposal	Tonnes of waste to landfill	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Waste recycling	Tonnes of waste to recycling facility	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
Assumptions	<i>[insert relevant assumptions used for calculated the figures inserted above]</i>		



CABLESHEER
**DELIVERING POWERFUL
SOLUTIONS**

Remedial works for fire doors
- Connect 38

FOLKESTONE & HYTHE DISTRICT COUNCIL

March 2023



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Quality submission



Section 1

PRICING SCHEDULE

CONNECT 38 - FIRE DOOR SCHEDULE OF REPAIRS



Suppliers are asked to submit a fixed quote for the fulfilment of the requirements
Prices submitted must be exclusive of Value Added Tax.

Suppliers are to complete cells highlighted in green only
Total cost for evaluation will be taken from CELL F423

1.0	GROUND FLOOR	No. DOOR LEAFS	Q-MARK ART No. & DESCRIPTION	ADDITIONAL NOTES/WORKS FOR CONSIDERATION	Cost (£)
1.01	DG01	1.5	ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer.	Architrave on the back legs have been doubled up but the head only has a single head architrave. New architrave/15mm plaster board or another method of fire stopping to be applied. No bottom flushbolt.	
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 12 - Door latch bolt/keep plate or door bolt/socket misaligned preventing leaf from latching/closing.		
			ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement.		
			ART 19 - Appropriate fire door signage not present.		
			TOTAL		
1.02	DG02	1.5	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	The back side of the frame has doubled up architrave on both legs but not the header leaving a 17mm void plasterboard. New architrave to be installed at the back or fire stopped. Missing flushbolt in the bottom of the slave leaf.	
			ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement.		
			ART 19 - Appropriate fire door signage not present.		
			SUB TOTAL		
1.03	DG03	1.5	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Hinges to be sunk in width on the slave leaf as they are proud of the frame. New flushbolt to be installed as bottom flushbolt on the slave leaf is absent. Visible 20mm gap from the wall to the frame 15mm fire board to be installed around back of the frame.	
			ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 12 - Door latch bolt/keep plate or door bolt/socket misaligned preventing leaf from latching/closing.		
			ART 19 - Appropriate fire door signage not present.		
			SUB TOTAL		
1.04	DG04	1.5	ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer.	Slave hinges to be sunk in on the width as they are proud of the frame. New flushbolt to be installed at the bottom of the slave leaf .	
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement.		
			ART 19 - Appropriate fire door signage not present.		
			SUB TOTAL		
1.05	DG05	1.5	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	No bottom flush bolt on slave leaf.	
			ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 19 - Appropriate fire door signage not present.		
1.06	DG06	1	ART 1 - Damage to lipping.	Missing internal architrave (evidence of fire foam and mastic being the firestopping method) trim plastic packers back. Thumb turn is up on racking and needs a grub screw to reattach to euro cylinder.	
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement.		
			SUB TOTAL		
1.07	DG07	2	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Architrave on the back of the doors is doubled up on the legs but the head only has a single length of architrave firestopping to be done or additional length of architrave to be installed. Mag locks to be adjusted as the doors are proud of its frame.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement.		
1.08	DG08	1	ART 1 - Damage to lipping.		
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Flooring required under frame	
			ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption		

1.09	DG09	1	ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 19 - Appropriate fire door signage not present. SUB TOTAL	Flooring requires sheet frame.
1.10	DG10	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Hinges proud of frame.
1.11	DG11	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
1.12	DG16	1.5	FULL DOOR SET REPLACEMENT SUB TOTAL	
1.13	DG17	1.5	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 13 - Door leaf has dropped due to loose hinge fixing. ART 19 - Appropriate fire door signage not present. SUB TOTAL	Hinges proud of frame. No bottom flush bolt fitted to slave leaf.
1.14	DG18	1.5	ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 11 - Perimeter intumescent/smoke seals damaged/partly missing. ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement. SUB TOTAL	Hinges proud of frame. No bottom flush bolt fitted.
1.15	DG19	1.5	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 19 - Appropriate fire door signage not present. SUB TOTAL	No bottom flush bolt fitted.
1.16	DG20	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
1.17	DG26	1.5	FULL DOOR SET REPLACEMENT SUB TOTAL	
1.18	PageSuite Entrance	1	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Remove black plastic on glass.
2.0 FIRST FLOOR				
2.01	D101	2	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Hinges proud of frame. Flooring not complete.
2.02	D103	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
2.03	D104	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement. SUB TOTAL	Hinges proud of frame. Missing internal architrave, replace. Firestopping is only foam and mastic, plastic packers have been used to install.
2.04	D105	1	ART 1 - Damage to lipping. ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
2.05	D106	1	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 19 - Appropriate fire door signage not present. SUB TOTAL	Lipping damage to be steamed off and new veneer to replace. Plastic packers have been clearly used in fd60 door. Flooring not complete.
			ART 1 - Damage to lipping.	

2.06	D107	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Flooring not complete.
2.07	D108	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 19 - Appropriate fire door signage not present. ART 21 - Repairing door frame due to damage. SUB TOTAL	Remove black plastic from glass.
2.08	D109	2	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
2.09	D110	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
2.10	D111	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
2.11	D117	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Flooring not complete.
2.12	D118	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Hinges proud of frame.
2.13	D119	1	ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
2.14	D120	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 11 - Perimeter intumescent/smoke seals damaged/partly missing. SUB TOTAL	
2.15	D121	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
3.0	SECOND FLOOR			
3.01	D201	2	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Hinges proud of frame.
3.02	D202	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
3.03	D203	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 21 - Repairing door frame due to damage. SUB TOTAL	Door frame extension exceeds 100mm past the wall in depth. Door frame to be scribed in situ.
3.04	D204	1	ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Flooring not complete.
3.05	D205	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Flooring not complete.
3.06	D206	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 21 - Repairing door frame due to damage. SUB TOTAL	Door to be lifted on hinges to correct gaps above the door.
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption	

3.07	D207	1	ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	Fire batt used to firestop to timber frame.
			ART 13 - Door leaf has dropped due to loose hinge fixing.	
			ART 14 - Damaged glazing/glazing beads or poorly fitted glazing system.	
			ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement.	
			ART 19 - Appropriate fire door signage not present.	
			SUB TOTAL	
3.08	D208	2	ART 1 - Damage to lipping.	Re-fix Mag lock.
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
3.09	D209	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
3.10	D210	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			ART 11 - Perimeter intumescent/smoke seals damaged/partly missing.	
			ART 13 - Door leaf has dropped due to loose hinge fixing.	
			SUB TOTAL	
3.11	D216	1	ART 1 - Damage to lipping.	Door is binding on threshold.
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
3.12	D217	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Flooring not complete.
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
3.13	D217a	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Flooring not complete.
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
3.14	D218	1	ART 1 - Damage to lipping.	Door frame extension exceeds the wall. Extension to be removed, scribed to the wall and fixed back in place.
			ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer.	
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
3.15	D219	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Door frame extension exceeds the wall. Extension to be removed, scribed to the wall and fixed back in place.
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
3.16	D220	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.0	THIRD FLOOR			
4.01	D301	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.02	D303	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.03	D304	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Hinges proud of frame. Missing internal architrave, replace.
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement.	
			SUB TOTAL	
4.04	D305	1	ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer.	
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.05	D305a	1	ART 1 - Damage to lipping.	Hinges proud of frame.
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	
			ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			ART 19 - Appropriate fire door signage not present.	

			ART 21 - Repairing door frame due to damage.	
			SUB TOTAL	
4.06	D306	1	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame ART 11 - Perimeter intumescent/smoke seals damaged/partly missing.	Flooring not complete.
			SUB TOTAL	
4.07	D307	1	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	Flooring not complete.
			SUB TOTAL	
4.08	D308	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame ART 14 - Damaged glazing/glazing beads or poorly fitted glazing system. ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement. ART 19 - Appropriate fire door signage not present. ART 21 - Repairing door frame due to damage.	FDKL sign to replace FDKS signage. Hinges proud of frame, missing internal architrave, replace.
			SUB TOTAL	
4.09	D309	1	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.10	D309a	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.11	D309b	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.12	D311	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	Hinges proud of frame.
			SUB TOTAL	
4.13	D312	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	Gaps in plasterboard beside wall.
			SUB TOTAL	
4.14	D318	1	ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.15	D319	1	ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.16	D320	1	ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.17	D321	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	Move hinges into frame to flush door with frame & install 1no. FDKS sign.
			SUB TOTAL	
4.18	D322	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
4.19	Hollis Entrance	1	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	
			SUB TOTAL	
5.0 FOURTH FLOOR				
			ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	

5.01	D401	2	ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. ART 11 - Perimeter intumescent/smoke seals damaged/partly missing. ART 13 - Door leaf has dropped due to loose hinge fixing. SUB TOTAL	not currently power adjustable closers which may be required when gaps are corrected. Mag lock fixed to loose door stop.
5.02	D403	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
5.03	D404	1	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
5.04	D405	1	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Hinges proud of frame
5.05	D406	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Hinges proud of frame
5.06	D407	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
5.07	D408	1	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption ART 14 - Damaged glazing/glazing beads or poorly fitted glazing system. ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement. SUB TOTAL	Hinges proud of frame. Firestopping used in reveal.
5.08	D409	2	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame ART 19 - Appropriate fire door signage not present. SUB TOTAL	Hinges proud of frame.
5.09	D411	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Hinges proud of frame. Wall to be finished as exposed gaps in the plasterboard by the frame.
5.10	D412	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Wall is not finished wall to be completed.
5.11	D418	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame ART 11 - Perimeter intumescent/smoke seals damaged/partly missing. SUB TOTAL	Hinges proud of frame.
5.12	D419	1	ART 2 - Over recessed hardware/hardware that has been removed leaving voids. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	Wax repair where original push bar was installed is not Q-Mark ART.
5.13	D420	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame. SUB TOTAL	
5.14	D421	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame ART 21 - Repairing door frame due to damage. SUB TOTAL	Hinges proud of frame.
5.15	D422	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 21 - Repairing door frame due to damage. SUB TOTAL	
6.0	FIFTH FLOOR			
6.01	D501	2	ART 1 - Damage to lipping. ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully. ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame	Hinges proud of frame.

			SUB TOTAL		
6.02	D502	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.03	D503	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 12 - Door latch bolt/keep plate or door bolt/socket misaligned preventing leaf from latching/closing.		
			SUB TOTAL		
6.04	D504	1	ART 1 - Damage to lipping.	All hinges are proud of the frame. Panic bar is not locating into keep which is preventing the door from shutting.	
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.05	D505	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Hinges proud of frame.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.06	D506	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.07	D507	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	200mm wide firestopping batt to frame set back (room for 9mm plasterboard to finish flush with frame).	
			ART 7 - Door leaf fails to close due to swelling of door leaf caused by moisture absorption		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 14 - Damaged glazing/glazing beads or poorly fitted glazing system.		
			ART 16 - Architrave needs refitting due to damage or because fire stopping between frame and structural opening requires improvement.		
			ART 19 - Appropriate fire door signage not present.		
			SUB TOTAL		
6.08	D508	2	ART 1 - Damage to lipping.	Correct door alignment by altering the mag lock on the latching side of the leaf, door set requires 2new closers as the doorset needs back check otherwise the door will bind on the floor.	
			ART 5 - Door leaf fails to close due to failure/incorrect set-up of closer.		
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.09	D509	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Hinges proud of frame.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.10	D510	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.11	D516	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.	Hinges proud of frame.	
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.12	D517	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.13	D518	1	ART 1 - Damage to lipping.		
			ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			ART 21 - Repairing door frame due to damage.		
			SUB TOTAL		
6.14	D519	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
6.15	D520	1	ART 6 - Door leaf twisted, bowed or cupped preventing it from closing fully.		
			ART 9 - Doorset has incorrect gaps as a result of poor installation of movement of the frame		
			SUB TOTAL		
7.0			CONTINGENCY		
7.1			Allow general contingency sum of £2,000.00 for unforeseen works to be expended only by the Council Surveyor.		£ 2,000.00
8.0			TOTALS		£ 31,115.71

ITEMS OF NOTE EXCLUDED FROM PRICING SCHEDULE	
JCT Minor Works (2016 edition) will be the administered form of standard building contract between the preferred tenderer and the employer, Folkestone & Hythe District Council.	
Provide full Q-Mark certification for each door set.	
Provide all necessary O&M documentation prior to Practical Completion.	
Provide all Building Reg Compliance Certificates.	



Section 2

QUALITY SUBMISSION

**Invitation to Tender (ITT)
Supplier Response Document**



Remedial Works to Fire Doors at Connect 38

February 2023

CONTENTS

- Section 1 – Supplier details
- Section 2 – Technical and quality questions
- Section 3 – Pricing schedule
- Section 4 – Terms & conditions of contract
- Section 5 – Declarations

ADDITIONAL REQUIRED DOCUMENTS

Please also complete and provide:

- Appendix G – Pricing Schedule
- ITT sub-contractor information (if applicable)

APPENDICES

Please list any additional documents you have submitted with your tender:

-

SECTION 1 – SUITABILITY QUESTIONNAIRE

1.1 ORGANISATION DETAILS

This section is for information only, but must be completed in full.

The terms 'the organisation' and 'your organisation' used in this document mean your business, company, charity, partnership or any other type of organisation identified below.

Full name of the organisation submitting this tender	Cablesheer Group
Registered office address:	3 Fitzroy Business Park, Sandy Lane, Sidcup, Kent Da14 5NL
Company registration or charity registration number	0816 7226
VAT registration number	278 0285 81
Name of immediate parent company	-
Name of ultimate parent company	-
Type of organisation: <ul style="list-style-type: none"> • public limited company (PLC) • limited company (LTD) • limited liability partnership (LLP) • other partnership • sole trader • third sector (charity) • other (please explain) 	Limited company
Are you a Small, Medium or Micro Enterprise (SME)?	Yes
Contact details for questions about this tender	
Name:	████████████████████
Phone:	██████████
Mobile:	██████████
Email:	██████████@cablesheergroup.co.uk

Sole bidding organisation

You are a 'sole bidding organisation' if this tender is submitted for your company only. If you intend to use sub-contractors, consultants or other partner organisations to deliver the contract, you do not need to identify them in your response*. Your company will be entirely liable to Folkestone & Hythe District Council (F&HDC) for the delivery of the requirements of the contract.

*Exception: where sub-contractors will play a significant role in the delivery of the services (e.g. more than 50%) please refer to Section 1.1

Consortia, partnerships and joint ventures

If you are tendering for this contract on behalf of a group of companies (a consortium, partnership or joint venture) the following information must be provided:

- Full details of the consortium, partnership or joint venture and
- Information sought in this questionnaire in respect of each of the consortia, partnership or joint venture constituent members as part of a single response.

If you propose to create a separate corporate entity for this contract, you must provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate schedule (how much of the new organisation each member will own).

F&HDC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19(6) of the Public Contracts Regulations 2015.

If there is a change in the consortium, partnership or joint venture you must inform F&HDC immediately.

Special Purpose Vehicles (SPV)

You are a 'Special Purpose Vehicle' (SPV) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract.

In addition the member organisation of the special purpose vehicle will be required to be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of

- (a) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or
- (b) the future organisational or legal standing of the special purpose vehicle.

You must inform F&HDC of any withdrawal of members of the SPV during or subsequent to the ITT so that the implications of such a withdrawal may be assessed.

Consortia and sub-contracting (please tick)	
a) Your organisation is bidding to deliver the contract itself	✓
b) Your organisation is bidding in the role of prime contractor and intends to use third parties to deliver some of the contract If more than 50% of the work will be completed by sub-contractors, please complete the sub-contractor information template provided.	
c) Bidding organisation is a consortium, joint venture or partnership	
d) Bidding organisation is a special purpose vehicle	
<p>If your answer is (c) or (d) please provide a separate document explaining which member of the group will be responsible for providing each part of the contract.</p>	

for non-UK organisations only	
<p>Is your organisation registered with the appropriate trade or professional register(s) in the EU member state where it is established?</p> <p>If yes, please provide details and any registration numbers.</p>	n/a
<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a particular organisation in order to provide the services in this procurement?</p> <p>If yes, please provide details of what is required and confirm that you have complied with this.</p>	n/a

1.2 GROUNDS FOR MANDATORY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question in this section your tender will be rejected.

If you are unsure how to respond you should contact us for advice before completing this form.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.2.1 Details about the grounds for mandatory rejection are set out on online (go to gov.uk webpage) . If your organisation or any other person who has powers of representation, decision or control in your organisation has been convicted anywhere in the world for any of the offenses below within the last 5 years, please mark which.	Answer
(a) Participation in a criminal organisation.	No
(b) Corruption.	No
(c) Fraud.	No
(d) Terrorist offences or offences linked to terrorist activities	No
(e) Money laundering or terrorist financing	No
(f) Child labour and other forms of trafficking in human beings	No
(g) Has your organisation been in breach of tax payment or social security contribution obligations?	No
<p>1.2.2 If you answered "yes" to any of (a) to (f) above, please provide:</p> <ul style="list-style-type: none"> • Date of conviction; • which the conviction was for; • the reasons for conviction; and • Identity of who has been convicted <p>If the relevant documentation is available online, please provide:</p> <ul style="list-style-type: none"> • the web address; • issuing authority; and • reference of the documents 	

Not applicable
1.2.3 If you answered "yes" to (g) above, (a) provide details. (b) confirm you have paid, or have entered into a binding arrangement to pay, the outstanding sum (and any accrued interest or fines).
Not applicable

1.3 GROUNDS FOR DISCRETIONARY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question F&HDC is entitled to reject your tender but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'yes' to any question, please set out (in 1.3.1) the full details of the relevant incident and any remedial action taken. F&HDC will consider your response before making a decision about whether or not to include your tender in its evaluations or to reject it.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.3.1 Details about the grounds for discretionary rejection are set out on online (go to gov.uk webpage). Do any of the below apply or have applied to your organisation or any other person who has powers of representation, decision or control in your organisation within the last 3 years?	Answer
(a) Breach of environmental obligations?	No
(b) Breach of social obligations?	No
(c) Breach of labour law obligations?	No
(d) Bankruptcy or gone into liquidation or receivership? Or currently subject to proceedings for the appointment of a receiver, manager or administrator on behalf of a creditor?	No
(e) Committed an act of grave misconduct in the course of your business or profession? Or been convicted of a criminal offence relating to the conduct of your business or profession?	No

Invitation to Tender (ITT) - Supplier Response Document

(f) been significantly or persistently deficient in the performance of a previous public contract, leading to early termination of the contract, damages, or other comparable sanctions	No
1.3.2 Conflict of interest	
(a) Is any officer, employee or consultant of your organisation an employee or ex-employee of F&HDC or in any way connected to an employee or ex-employee of F&HDC? Or Is any officer, employee or consultant of your organisation an elected member of the Authority or someone who has been an elected member?	No
(b) Is any officer, employee or consultant of your organisation involved in any other organisation that may be interested in bidding for F&HDC services under this tender process?	No
(c) Been involved in the preparation of this procurement process, design of services, or tender documents?	No
(d) Obtained or attempted to obtain confidential information, or entered into unlawful agreements with competitors whose to restrain or distort competition, or influenced or attempted to influence the evaluation panel or F&HDC in the process of preparing this tender?	No
(e) Aware of any other conflicts of interest in submitting this tender or which may occur in delivering the services?	No
1.3.3 If the answer to any of the criteria listed in 1.3.1 or 1.3.2 above is “yes”, please give details, including action has been taken to remedy the situation.	
Not applicable	

1.4 ECONOMIC & FINANCIAL STANDING

This Section is risk based **PASS/FAIL**.

You are not required to submit any financial documents at this time, but F&HDC reserves the right to request further information and or request a credit agency report.

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If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: we will obtain this information for each member of the group. The threshold for turnover can be met entirely by one member or by a combination of members; it is not necessary for each member to individually meet the threshold.

1.4.1	Is your annual turnover (at the date of the last audited accounts) greater than £100,000 GBP?	Yes
1.4.2	If the audited accounts dated more than 6 months ago, has been any material change in the financial or trading conditions of your organisation?	/ No material change
1.4.3	If your organisation has been trading for fewer than 12 months, is your projected annual turnover greater than £100,000 GBP?	Not applicable
1.4.4	Please list which you are able to provide: A copy of your audited accounts for the last two years, Or financial statements for the most recent year, Or a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	✓ audited accounts available upon request
1.4.5	If you cannot provide one of the above, please explain why and list any other financial information you can provide.	n/a

1.5 INSURANCE

This Section is **PASS/FAIL**. Your organisation will fail if it does not hold or is unwilling to obtain the minimum levels of insurance required.

You are not required to submit any evidence at this time. If you are successful, you will be asked to provide evidence in the form of copies of policies, letters of confirmation from insurers (or Brokers).

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: you must be adequately covered as a whole but may do so through any combination of policies of member organisations.

1.5.1	Is your Public Liability indemnity cover greater than £5 million GBP per incident?	Yes
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1.5.2 Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?	Yes
1.5.3 Is your Professional Indemnity cover greater than £2 million GBP per incident?	Yes

1.6 HEALTH & SAFETY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: the lead member must ensure that this information is shared with all members. The lead member must confirm that all members understand and agree their obligations in this section.

Your organisation must:

- Ensure that its entire workforce and all sub-contractors will comply with all relevant health and safety legislation as well as any requirements or instructions from F&HDC.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.

If your organisation has five or more employees

- have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce.
This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

F&HDC may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

Further information on employers' health and safety obligations can be found on the Health and Safety Executive website at [hse.gov.uk/simple-health-safety/index](https://www.hse.gov.uk/simple-health-safety/index).

Specific guidance on how to write a policy and risk assessment is available at [hse.gov.uk/simple-health-safety/write](https://www.hse.gov.uk/simple-health-safety/write).

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Please confirm that you understand and agree to your obligations as described above	Yes
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1.7 EQUALITY & DIVERSITY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.7.1 Does your organisation comply with its legal obligations under the Equality Act 2010, relating to the protected characteristics as follows?	Answer
Age	Yes
Disability	Yes
Gender reassignment	Yes
Marriage and civil partnership	Yes
Pregnancy and maternity	Yes
Race	Yes
Religion or belief	Yes
Sex	Yes
Sexual orientation	Yes

1.7.2 In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal? Or in comparable proceedings in any jurisdiction other than the UK?	No
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<p>1.7.3 In the last three years has any finding of unlawful discrimination been made against your organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body?</p>	<p>No</p>
<p>1.7.4 If the answer to either 1.8.2 or 1.8.3 was Yes, provide the following information:</p> <p>(a) If your organisation was required to take action, did the action taken satisfy the relevant organisation?</p> <p>(b) what action your organisation was required to take</p> <p>(c) what action your organisation took. If your organisation did not take the required action, explain why not.</p> <p>You may be excluded if you are unable to demonstrate to F&HDC's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination occurring in the future.</p>	
<p>Not applicable</p>	
<p>1.7.5 If you use sub-contractors, do you have processes in place to check whether any of the above apply to your sub-contractors?</p>	<p>/ Not applicable</p>

1.8 MODERN SLAVERY

<p>1.8.1 Section 54 of the Modern Slavery Act 2015 requires organisations with a turnover of £36 million or more to develop a slavery and human trafficking statement each year.</p> <p>Does this requirement apply to your organisation?</p> <p>Guidance about the Modern Slavery Act 2015 can be found online (go to gov.uk webpage)</p>	<p>No</p>
<p>1.8.2 If you have answered 'yes' to 1.8.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p> <p>If yes, provide the web address where your report can be found</p> <p>If no, please explain.</p>	<p>n/a – however MSP is available upon request</p>

<p>1.8.3 <i>This question is for information only. Your tender will not be rejected if the answer is 'no'.</i></p> <p>If you have answered 'no' to 1.8.1, do you have a modern slavery policy or measures in place to mitigate the risk of modern slavery in your organisation and in your supply chain?</p> <p>This would include checks made on your staff and people who work for your organisation through subcontractors and agencies.</p> <p>If yes, please provide details of the measures currently in place.</p>	<p>n/a – however MSP is available upon request</p>
<p>1.8.4 <i>This question is for information only. Your quotation will not be rejected if the answer is 'no'.</i></p> <p>Are all of your employees paid at the National Living Wage (NLW) or higher?</p> <p>The current rate of NLW can be found online (go to gov.uk webpage)</p>	<p>Yes, we pay National Living Wage as a minimum to all our employees, including employees under 25 years of age.</p>

1.9 WHISTLEBLOWING

<p>1.9.1 Do you have a Whistleblowing policy in place; or do you agree to have in place or adopt F&HDC's Whistleblowing policy by contract award?</p> <p>(go to F&HDC's policy page)</p>	<p>Yes</p>
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SECTION 2 – TECHNICAL AND QUALITY QUESTIONS

2.1 CAPABILITY

This section is **PASS/FAIL**. A bidding organisation will fail if it cannot provide details of up to 3 contracts that demonstrate technical capability or provide alternative evidence.

RELEVANT EXPERIENCE AND CONTRACT EXAMPLES

Please provide details of up to three contracts from the public, private or voluntary sector, that are relevant to the services described in this tender.

Contracts for the supply of goods or services should be from the past three years. Works contracts may be from the past five years.

The customer contact for each example should be prepared to speak to F&HDC to confirm the accuracy of the information provided below.

Suppliers should not use previous work for or associated with F&HDC in these examples.

	Contract 1	Contract 2	Contract 3
Name of Customer Organisation	Anchor Hanover Group	Notting Hill Genesis	Compass Group
Contact name, telephone number & email	██████████ ██████████ ████████████████████	██████████ ██████████ ████████████████████	██████████████████ ██████████ ████████████████████
Start date	June 2020	July 2022	November 2021

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End date	August 2022	July 2025	Ongoing
Estimated Contract Value	£2,000,0000	£500,000 p/a	£60,000 p/a
Brief description of contract	Provision of all fire remediation services within residential schemes throughout the South East	Provision of fire remediation against actions identified on Fire Risk Assessments throughout their residential and commercial stock	Fire Compartmentation and Fire Door Inspections, all remediation actions resulting.
If you cannot provide three contract examples please give evidence of your technical capability in this market.	n/a		

2.2 GENERAL DATA PROTECTION

2.2.1 Do you have the resources, systems and procedures in place to ensure your organisation will comply with the General Data Protection Regulations?

If **yes**, please provide details of the measures currently in place.

If **no**, please detail what measures will be in place before the contract starts.

[Redacted content]

[Redacted text block containing multiple paragraphs and a bulleted list. The content is obscured by black bars.]

2.3 WEIGHTED QUESTIONS

Q1. Methodology (15%)

Please detail how you intend to manage the following:

- a) the contract delivery ensuring that the project is delivered on time and to project cost.
- b) the site supervision during the construction period and health & safety measures for operatives/visitors/public
- c) staff training and resources
- d) the key risks to the project and the appropriate mitigation measures

[Max word count: 1,000]

[Redacted content]

[Redacted content]

Q2. Previous Experience (15%)

Describe your previous experience of similar scale refurbishment projects, preferably within the public sector; response should also include

- a) the measures you used to ensure the project was completed on time and on budget
- b) any challenges encountered and how these were resolved

[Max word count: 1,000]

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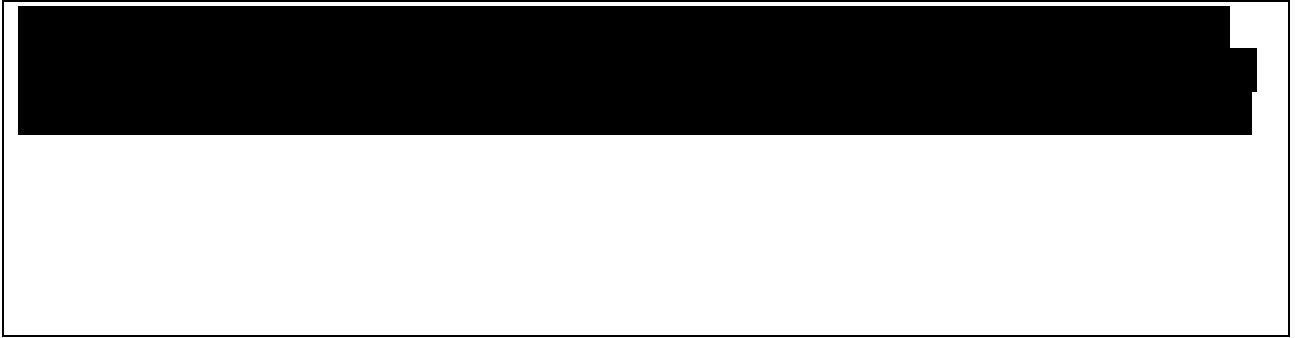
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[Redacted]



Q3. Quality Management (10%)

Detail your arrangements for quality management, including the quality of construction output, general performance and reducing/preventing incidents of sub-standard delivery?

[Max word count: 750]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted content]

Q4. Carbon Footprint (10%)

Please detail measures adopted by your company to reduce carbon footprint and/or experience of working with sustainable development.

[Max word count: 750]

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[Redacted text block]

[Redacted text block]

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[Redacted]

[Redacted]

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- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

SECTION 3 – PRICING SCHEDULE

Please completed the **Appendix B – Pricing Schedule**

Prices must be provided **exclusive** of VAT

SECTION 4 – TERMS & CONDITIONS OF CONTRACT

This Section is **PASS/FAIL**. If you answer 'no' F&HDC is entitled to reject your tender but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'no', please set out the full details in an additional appendix. F&HDC will consider your response before making a decision about whether or not to include your tender in its evaluations or to reject it.

<p>Please ensure you have read Appendix D and Section 6 of the Instructions document.</p> <p>Do you accept F&HDC's terms (or the terms as amended by F&HDC in any pre-tender clarifications)?</p>	<p>Yes</p>
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SECTION 5 – DECLARATIONS

TO: The District Council of Folkestone and Hythe (F&HDC)

PROVISION OF: Remedial Works to Fire Doors at Connect 38

REFERENCE: DN655806

On behalf of Cablesheer Group, I offer to provide the supplies, services and/or works to F&HDC as specified in the tender documents, commencing and continuing for the period specified in those documents (including any option to extend).

The tender documents consist of:

- Invitation to Tender Instructions
- Specification
- Drawings
- Supplementary information for suppliers
- Draft contract terms
- my organisation's completed Pricing Schedule
- this response document
- and any documents I have submitted with this response document (listed on the first page)

If this offer is accepted, we will execute such documents as maybe appropriate in order to create a binding contract between F&HDC and ourselves.

I agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in the **Invitation to Tender Instructions**.

I understand F&HDC is not obliged to accept the tender with the lowest cost or any tender.

I accept that any costs incurred in preparing this tender are at my organisation's own cost and F&HDC will not provide any reimbursement of these costs for unsuccessful or successful tenders.

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I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

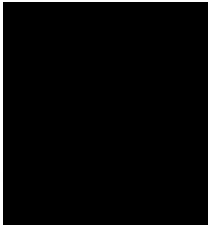

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

I declare our tender has not been calculated by agreement or arrangement with any person other than F&HDC and that the pricing information for our tender has not been shared with any person before the Tender Return Date and not without the written consent of F&HDC.

I declare no person at my organisation has canvassed or solicited any member, officer, employee or agent of F&HDC in connection with the award of the Contract and that no person will do so before F&HDC completes the evaluation process.

I warrant that I have all requisite authority to sign this tender and confirm that I have complied with all the requirements of the tender process described in the **Invitation to Tender Instructions** and this **Invitation to Tender Supplier Response Document**.

Signature:	
Name & job title:	 , Director
Dated:	24.3.23
For and on behalf of:	Cablesheer Group



CABLESHEER GROUP
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