

DATE

18 April

2024

(1)

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

- and -

(2)

PA GROUP (UK) LIMITED

**CONTRACT FOR THE PROVISION OF
ASBESTOS SURVEYING AND SAMPLING
AND ASBESTOS REMOVAL WORKS**

THIS CONTRACT is made the 18th day of April 2024

BETWEEN

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

AND

(2) **PA GROUP (UK) LIMITED** (company registration no. 06257126) whose registered office is at Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR ("**the Contractor**")

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

WHEREAS

The Employer wishes certain works to be provided, namely the provision of asbestos surveying and sampling and asbestos removal works ("the Works") and has accepted a tender from the Contractor dated 1 December 2023 for the provision of the Works

IT IS HEREBY AGREED as follows:

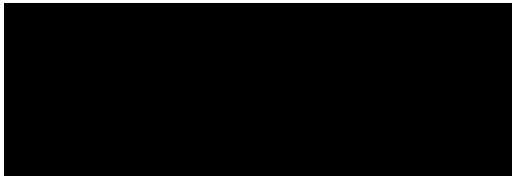
1. This Contract incorporates the following Contract Documents and constitutes the entire agreement between the Parties relating to the Works:
 - the Employer's Schedule of Amendments to the JCT Measured Term Contract 2016 Edition ("Schedule of Amendments"), which shall prevail over any of the other documents listed below in the event of conflict between those documents and the Employer's Schedule of Amendments;
 - JCT Measured Term Contract 2016;
 - Form of Tender and Contract Specification including:
 - Specification (Appendix A)
 - Schedule of indicative asbestos survey volumes (Appendix C)
 - Processing Personal Data Schedule (Appendix E)

- The Contractor's Tender Document including:
 - Form of Tender dated 1 December 2023;
 - Method Statements;
 - Schedule of Rates (Appendix B);
 - Forms of Declaration
 - any relevant specified 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 Contract. The Contract Sum shall be £600,000 (*six hundred thousand pounds*).
 - 3 In consideration of the payments to be made by the Employer to the Contractor in accordance with Clause 2 of this Contract, the Contractor agrees to deliver the Works in compliance in all respects with the provisions of this Contract.
 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. Without prejudice to the Contract Documents, the Contractor agrees 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 Contract 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 Contract.
 6. Nothing in the Contracts (Rights of Third Parties) Act 1999 shall entitle a person who is not a party to this Contract to enforce any term of the Contract.

7. For the avoidance of doubt the provisions of this Contract 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 Contract 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 Contract as a deed the day and year above written





THE COMMON SEAL of
THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE
was hereunto affixed in the presence of:



Authorised Officer



EXECUTED AS A DEED by
PA GROUP (UK) LIMITED acting by:

Director	Signature 
	Name IN CAPITALS 
Director/ Company Secretary	Signature 
	Name IN CAPITALS 

CONDITIONS OF CONTRACT

The Form of Contract in respect of asbestos surveying and sampling and asbestos removal works Services shall be the **JCT Standard Form of Measured Term Contract 2016 Edition**

The Employer shall be:

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

The Contractor shall be:

PA GROUP (UK) LIMITED (company registration no. 06257126 whose registered office is at Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR

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:

1st Recital: Properties owned and managed by the District Council of Folkestone and Hythe ("the Contract Area") in accordance with the details set out or referred to in the Contract Particulars

Article 3: The Contract Administrator shall be [REDACTED] of the District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue Folkestone, Kent CT20 2QY

or, if he ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10 of the Conditions.

Article 4: The Principal Designer for the purposes of this Contract shall be [REDACTED] of the District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue Folkestone, Kent CT20 2QY

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

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

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

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

Contract Particulars


Item	Insertion
1.1 List of Properties in the Contract Area (first Recital)	Properties owned and managed by the Employer
1.2 Description of types of work	asbestos surveying and sampling and asbestos removal works
2. Supplemental Provisions (Fifth Recital and Schedule)	
Collaborative working	Paragraph 1: applies
Health and Safety	Paragraph 2: applies
Cost savings and value improvements	Paragraph 3: applies
Sustainable development and environmental considerations	Paragraph 4: applies
Performance Indicators and monitoring	Paragraph 5: applies
Notification and negotiation of disputes	Paragraph 6: applies
Where Paragraph 6 applies, the respective nominees of the Parties are	<p>Employer's nominee: [REDACTED], Chief Officer – Housing of the District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY</p>
	<p>Contractor's nominee: [REDACTED]</p>
	<p>or such replacement as each Party may notify to the other from time to time</p>
3 Contract Period	3 (three) years with capacity for the Employer to extend the

Item	Insertion
commencing on	Contract Period for a period or periods totalling no more than 24 months
4 Arbitration	1 April 2024 Article 7 and clauses 9.3 to 9.8 apply.
5 BIM Protocol (where applicable)* State title, edition, date or other identifiers of relevant documents (Clause 1.1)	_____
6 Minimum Value of any one Order Maximum Value of any one Order	£50 (<i>fifty pounds</i>) £10,000 (<i>ten thousand pounds</i>)
7 Approximate anticipated Value of work to be carried out under this Contract	£600,000 (<i>six hundred thousand pounds</i>)
8 Priority coding for Orders (Clause 2.6)	Priority coding [<i>to be completed as Employer requires on a case by case basis</i>]
9 Construction Industry Scheme (CIS) (Clause 4.2)	The Employer at the commencement of the Contract Period is a 'contractor' for the purposes of the CIS
10 Progress Payments (Clauses 4.3, 4.4 and 4.5) <i>Estimated value of an Order above which progress payments can be applied (If none is stated, it is £2,500)</i>	does not apply, see Schedule of Amendments
Valuation Dates <i>(if no date is stated, the Valuation Date is the last day of each month)</i>	The Valuation Date in each month is the 28th day of the month
11 Responsibility for measurement and valuation (Clause 5.2) <i>(Unless one of the 3 options opposite is selected, the Contract Administrator shall measure and value all Orders)</i>	The Contractor shall measure and value all Orders

Item	Insertion
12.1 Schedule of Rates (Clauses 5.3, 5.6.1 and 5.6.2)	
The Schedule of Rates is	the Contractor's tendered schedule of rates
subject to adjustments of the rates listed in that Schedule by the	does not apply
of the Adjustment Percentage which is	does not apply
12.2 Where the Schedule of Rates is the National Schedule of Rates the version(s) identified opposite are to apply	does not apply
12.3 Rates – Fluctuations Clause 5.6.1 <i>(Unless “applies” is deleted, the clause shall be deemed to apply)</i>	see Schedule of Amendments Clause 5.6
12.4 Basis and dates of revision (Not applicable where National Schedule of Rates applies)	
Where clause 5.6.1 applies, the basis on which the Schedule of Rates is to be revised under clause 5.6.1.2 <i>(If no basis is identified the rates remain fixed for all Orders)</i>	see Schedule of Amendments Clause 5.6
Where clause 5.6.1 applies, the dates as at which the Schedule of Rates is to be revised are: <i>(If no other date(s) are specified here or in the document setting out the basis for revision, the date shall be 1 August in each year)</i>	
13.1 Daywork Valuation – percentage additions (Clauses 5.4, 5.6.3 and 5.6.4) Where not included in or annexed to the Schedule of Hourly Charges,	

Item	Insertion
<p>the percentage additions to the invoice price of non-labour items are as follows:</p> <p>Overheads and profit on Materials _____ %</p> <p>Overheads and profit on Plant, Services and Consumable Stores _____ %</p> <p>Overheads and profit on Sub-Contractors _____ %</p>	
<p>13.2 Revision of Schedule of Hourly Charges (Clause 5.6.3) <i>(unless "applies" is deleted, the clause shall be deemed to apply)</i></p> <p>Where clause 5.6.3 applies, the annual revision date (if other than 1 August) is:</p> <p>Where clause 5.6.3 applies, the basis of revision of hourly charges (if not set out in the Schedule of Hourly Charges)</p>	<p>does not apply</p>
<p>14 Overtime Work (Clause 5.7)</p> <p>The percentage addition in respect of overheads and profit on non-productive overtime rates is _____ %</p> <p><i>(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)</i></p> <p><i>*(Normal working hours are between 8am and 5.30pm Monday to Friday (excluding Public Holidays). No weekend working will be permitted without the written authorisation of the Contract Administrator. All overtime costs shall be the responsibility of the Contractor including evening and Saturday morning appointments unless specifically ordered in writing by the Contract Administrator. All work carried out under 'Emergency' priority code will</i></p>	

Item	Insertion
be paid for using normal working hours rates regardless of when the work is undertaken).	
15 Insurance (Clauses 6.4.1, 6.7A, 6.7B, 6.8 and 6.11)	
15.1 Contractor's Public Liability insurance; injury to persons or property – the required level of cover is not less than	<p>Public Liability: minimum of £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of one event</p> <p>Employer's Liability: minimum of £5,000,000 (five million pounds)</p> <p>Professional Indemnity: minimum of £2,000,000 (two million pounds)</p>
15.2 Percentage to cover professional fees	15%
15.3 Insurance of existing structures – clause 6.7A.1 <i>(Unless otherwise stated, clause 6.7A.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s)) (</i>	does not apply
15.4 Insurance of work or supply comprised in Orders – clause 6.7B <i>(If neither entry is deleted, the clause does not apply)</i>	does not apply
15.5 Where clause 6.7B applies and cover is to be provided under the Contractor's annual policy, the annual renewal date is (as supplied by the Contractor)	
15.6 Terrorism Cover – details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required)</i>	does not apply

Item	Insertion
16 Break Provisions – Employer or Contractor (Clause 7.1)	13 weeks
17 Settlement of Disputes (Clauses 9.2, 9.3 and 9.4.1)	
Adjudication	Nominator of Adjudicator: The Royal Institution of Chartered Surveyors
Arbitration Appointer of Arbitrator	President or a Vice-President of The Royal Institution of Chartered Surveyors
18 Contractor's Representative shall be <i>(or such other person appointed by the Contractor in accordance with new clause 3.3.3)</i>	

Schedule of Amendments to the JCT Measured Term Contract 2016 Edition (Article 9)

Definitions

Clause 1.1:

“Adjustment Percentage” – delete definition

“Contract Documents” – delete the definition and replace with the following words:

“JCT Standard Form of Measured Term Contract 2016;

Specification (Appendix A)

Schedule of indicative asbestos survey volumes (Appendix C)

Processing Personal Data Schedule (Appendix E)

The Employer’s Schedule of Amendments to the JCT Measured Term Contract 2016 Edition contained in this Article 9;

The Contractor’s Tender Document including:

- Form of Tender dated 1 December 2023;
- Method Statements;
- Schedule of Rates (Appendix B);

and any relevant specified correspondence between the parties”

“Employer” – at the end of the definition, insert the words “and it’s permitted assignees under this Contract”

Insert the following new Definitions:

“**DPA**” means the Data Protection Act 2018 as amended from time to time;

“**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 Act 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;”

“Data Protection Officer has the meaning given in the GDPR;”

“Data Subject Access Request means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;”

“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)”

“GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679) ”

“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)”

“LED means the Law Enforcement Directive (Directive (EU) 2016/680)”

“Personal Data Breach has the meaning given in the GDPR; ”

“Processor Personnel all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any sub-contractor of the Processor;”

“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”

“Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;”

“Sub-processor” any third party appointed to process Personal Data on behalf of the Supplier related to this agreement;

Contractor's Obligations

Clause 2.1 – the following new clauses shall be inserted:

- “2.1A 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 (and to the extent that the Order includes any design to be carried out by the Contractor using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent architect or other appropriate designer) who is experienced in carrying out work (and preparing designs) of a similar scope, nature and complexity and size to the Order.
- 2.1B 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.
- 2.1C To the extent that the Order contains any design, the Contractor shall be responsible for carrying out and completing the entire design for the Order.
- 2.1D 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.
- 2.1E The Contractor shall not use, generate, dispose of or transport to the Site any Hazardous Substances otherwise than in accordance with Environmental Laws.”

Materials, Goods and Workmanship

Clause 2.2.1 shall be deleted and replaced by the following new clause 2.2.1:

“The Contractor in carrying out each Order shall not specify or use materials which are generally known at the time of use to be deleterious to health and safety or to durability in the particular circumstances in which they are used and the Contractor shall use materials, goods and workmanship of the quality and standards specified in the Order, or if not so specified, of the quality and standard to be expected of a contractor experienced in works of a like nature to the works set out in the Order. The Contractor warrants to the Employer that he has not specified and will not specify for use nor use in carrying out each Order any substance and/or material which is not in conformity with any relevant British or European Standards or Codes of Practice or which are generally known to the UK construction industry to be deleterious to health and safety or the durability of the Works in the particular circumstances in which it is used or which is not used in accordance with the guidance

contained in the publication "Good Practice in the Selection of Construction Materials" 1997) Over Arup & Partners."

Clause 2.2.2 shall be deleted and replaced by the following new clause 2.2.2:

"Where and to the extent that the approval of the quality of materials or goods or of the standards of workmanship is a matter for the opinion of the Contract Administrator, such quality and standards shall be to his reasonable satisfaction. To the extent that the quality of materials and goods or standards of workmanship are not described in the Order 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."

Rights of Employer

Clause 2.3.5 - the following words shall be deleted "and the Contractor shall be entitled to a handling charge of 5% on that value. The Adjustment Percentage shall not be applied to that charge".

Clause 2.3.6 shall be deleted and replaced with the following new clause 2.3.6:

"Any materials and/or goods supplied by the Employer for any Order shall be at the sole discretion of the Employer"

Value of work to be carried out under this Contract

Clause 2.5 shall be deleted and replaced with the following new clause 2.5:

"The Employer is not obliged to provide the Contractor with any Orders nor does the Employer give any warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment. For the avoidance of doubt, the Employer shall not be liable for any loss of profits, loss of contracts or other costs, expenses or losses suffered or incurred by the Contractor as a result of the Contractor not being awarded any Orders under this Contract."

Programme

Clause 2.7 shall be amended by deleting the words "Nothing in the programme or in any amendment or revision of it shall impose any obligations beyond those imposed by the Contract Documents" and replacing this with the following words:

"The Contractor Administrator shall have 7 days from receipt of the programme to approve or register its disapproval, in writing, of the programme. If the Contract Administrator fails to respond within the 7 days then it shall be deemed to have approved. Provided the Contract Administrator has approved or deemed to have approved the programme, the Contractor shall procure that all of the works carried out in accordance with or under any Order(s) is carried out strictly in accordance with the programme. If the Contract Administrator has stated to the Contractor that it does not

approve of the programme then the Contractor shall resubmit a revised programme to the Contract Administrator for approval and this process shall be repeated until the Contract Administrator has given its written approval to the programme, whereupon the Contractor shall carry out the works within the order strictly in accordance with such approved programme.”

Divergence from Statutory Requirements

Clause 2.8.2 shall be deleted and replaced with the following new clause 2.8.2:

“Provided the Contractor has provided the written notice specified in clause 2.8.1 then it shall not be liable under this Contract if the work carried out under an Order, does not comply with the Statutory Requirements, but only to the extent that the non-compliance results from the divergence between the Statutory Requirements and either an Order or a Variation that the Contractor has previously advised the Employer of in accordance with clause 2.8.1.”

Extension of Time

Clause 2.10.1 shall be deleted and replaced with the following new clause 2.10.1:

“If, at any time during the course of completing an Order, the Contractor shall establish that the progress of the works under the Order shall have been effected by reason of:

- (i) force majeure; or
- (ii) fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft or other aerial devices or articles dropped from them, riot or civil commotion or any other risks insured against,

the Contract Administrator shall allow such extension of time as is fair and reasonable in the circumstances upon written application by the Contractor to the Employer and Contract Administrator provided always that such application is made immediately that the Contractor is aware that such delay has or might occur (which written application shall include any documentation the Contractor may wish to provide in support of or justifying its application and the Contractor's assessment of the extension of time it seeks). To the extent that any extension of time is granted, a revised date for completion for the Order shall be fixed by the Contract Administrator and notified to the Contractor.”

Defects

Clause 2.12 shall be renumbered 2.12.1 and amended by deleting the words “6 months” and substituting with “12 months” and adding the words “and shall commence rectification within [5] days of notification” at the end of the Clause:

Additional Clause 2.12.2:

“In the case of default, the Employer may provide labour and/or materials or enter into a contract to make good such defects and all costs and expenses consequent thereon shall be borne by the Contractor and shall be recoverable from the Contractor by the Employer either by offsetting against monies due on any contract with the Employer or by directly invoicing the Contractor.”

Assignment

The clause heading shall be amended from “Assignment” to “Assignment and Novation”

Clause 3.1 shall be deleted and replaced with the following new clause 3.1:

“The Employer may assign or otherwise transfer this Contract or the benefit hereof 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.”

Sub-Contracting

Delete Clause 3.2 and replace with the following clauses:

“3.2.1 The Contractor shall not sub-contract any works under the Contract without the previous written consent of the Contract Administrator. Such consent shall not be unreasonably withheld or delayed and shall apply to all works except to the extent otherwise stated in that consent.

3.2.2 In the event of the Employer agreeing to any assignment under clause 3.1 or sub-contracting under clause 3.2.1, 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.”

Contractor’s Representative

Clause 3.3 shall be deleted in its entirety and replaced by the following new clause 3.3:

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

3.3.2 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.

3.3.3 The Contractor's Representative shall be the person named in the Contract Particulars 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.

3.3.4 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 Contractor shall be under no obligation to comply with any instruction issued by such representative.

3.3.5 Any Order, notice, information, instruction or other communication given to the Contractor's Representative shall be deemed to have been given to the Contractor.

Additional Clause 3.4.4:

"The Contract Administrator or their representative shall have at all times access to the Site or other places off-site where materials or equipment are being stored or prepared for the works."

Cancellation of an Order

Additional Clause 3.6.3:

"The provisions of clauses 3.6.2.1 and 3.6.2.2 do not apply where scheduled works or an Order for works is cancelled before any physical works have commenced."

Exclusion from Site

Clause 3.7 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."

Additional Employer's Rights and Remedies

Additional Clause 3.11:

"Where the Contractor's performance significantly and consistently fails to meet the required targets or Key Performance Indicators (KPI's) and the Contractor has not proposed acceptable remedial measures in respect of such failings within 28 days of being requested by the Contract Administrator in writing to do so, or the Contractor indicates that their current workload will not enable them to complete within targets, the Employer may award work to other contractors. Where works are awarded to other contractors, it will be measured and valued using fair and reasonable tendered rates. Should this incur additional costs to the Employer, the Employer reserves the right to charge the Contractor the extra-over cost plus 10% administration costs."

Progress Payment

Clause 4.3 shall be deleted and replaced with the following new clause:

“Monthly Payment

Payments shall be made on a per calendar month basis and shall include all Orders completed in the previous calendar month that have been agreed as completed by the Contract Administrator and shall form part of the Contractor’s monthly payment application in accordance with clause 4.5.1.”

Payment Application

Clause 4.5.1 shall be amended by inserting the words “Subject to clause 4.3” at the beginning of the clause.

Valuation – day work

Clause 5.4.2 shall be amended by inserting the words “and any other evidence required by the Employer.” at the end of the clause:

Derived Rates

Clause 5.5 shall be deleted and replaced by the following new clause 5.5:

“5.5.1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Rates, as the case may be, the value shall be decided by the Contract Administrator and shall be based upon such rates or prices as may fairly be deducted therefrom, rates and prices deducted from the Schedule of Rates being subject to adjustment by the Adjustment Percentage.

5.5.2 If it is not practicable or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or Schedule of Hourly Charges or to deduce rates or prices therefrom, the value shall be ascertained on a fair and reasonable basis by the Contract Administrator after consultation with the Contractor.”

Rates – Fluctuations

Clause 5.6 shall be deleted and replaced by the following new clause 5.6:

"5.6.1 The rates tendered shall be varied if agreed in writing and signed by both the Employer and the Contractor. Such variations shall be limited by Consumer Price Index (“CPI”) fluctuations (see www.statistics.gov.uk) with a base date of 1 April each year and annually thereafter for the duration of the Contract Period.

5.6.2 The first applicable adjustment for rates will be effective from 1 April 2025 with adjustments limited by the average of the published CPI figures between 1 April 2024 and 31 March 2025 which shall be calculated as follows:

Average of the CPI index rates between 1 April 2024 and 31 March 2025 less the CPI index as at 1 April 2024.

Example:

average of CPI indexes Jan 2021 to Dec 2021	111.6
CPI Index at 1 Jan 2021 (end of Dec 2020)	109.2
CPI uplift April 2022	+2.4%"

Overtime

Additional Clause 5.7.4:

"Where the Contractor wishes to work outside normal working hours, he must first obtain the permission of the Contract Administrator and the person in charge of the premises. In these circumstances no additional or enhanced payments will be made."

Liability of the Contractor – personal injury or death

Clause 6.1 shall be amended by inserting the words "or of any obligation pursuant to clause 2.12," in the third line after the word "Order" and before the word "except".

Liability of the Contractor – injury or damage to property: nuisance

Clause 6.2 shall be amended by inserting the words "or of any obligation pursuant to clause 2.12" in the fourth line after the word "Order" and before the word "and".

The following words shall be inserted at the end of clause 6.2:

"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 an Order or of any obligation pursuant to clause 2.12 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."

Contractor's Insurance and his Liability

Additional clause: 6.4.3

"Without limiting his other obligations under the Contract or otherwise at law, the Contractor shall maintain professional indemnity insurance of not less than £2 million in respect of each and every claim."

Related Definitions

Under clause 6.6, the definition of “Joint Names Policy” shall be amended 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”.

Additional clause 6.15

“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 all his duties under the Health and Safety at Work etc. Act 1974 and all Health and Safety Regulations made thereunder.”

Collateral Warranties and Copyright

Insert new clause 7A as follows:

“Copyright Contractor Warranties in favour of others

7A1 If required by the Employer, the Contractor shall execute and deliver to the Employer deeds of collateral warranty in favour of any purchaser and/or any funder in the form agreed by the Employer and in each case such deed to be procured and provided to the Employer within 14 days of the Employer's written request to do so. If the Contractor fails to deliver any deed of warranty validly requested under this clause 7A.1 within 14 days of the Employer's request, the Employer may withhold any payment or further payment (as the case may be) which would otherwise be due to the Contractor under this Contract until such deed of warranty is delivered.”

Sub-contractor Warranties

7A2 If required by the Employer, the Contractor shall procure that all sub-consultants and sub-contractors appointed to carry out any work shall provide to the Employer a deed of collateral warranty in favour of the Employer and/or any purchaser and/or any funder in a form agreed by the Employer with such amendments as are required to account for the warrantor being either a sub-contractor or sub-consultant, and in each case such deed to be procured and provided within 14 days of the appointment of the sub-consultant or sub-contractor or of the Employer's written request as relevant together with a certified copy of the relevant completed appointment document.

Copyright Licence

7A3 The copyright in the Proprietary Material shall remain vested in the Contractor, but the Contractor grants to the Employer an irrevocable royalty-free non exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with this Contract and/or any Order, including (without limitation) the execution, completion, maintenance, letting, occupation, management, sale, advertisement, extension, alteration, reinstatement and repair of any works carried out under this Contract and/or any Order."

Default by Contractor

Additional Clause 8.4.1.3:

"fails to comply with any of his obligations including all of the Contractor's obligations contained within the Council's Tender Documents and/or the Contractor's priced Schedule of Rates in respect of this Contract."

Insert new clauses 8.4.2.1 and 8.4.2.2 as follows:

"8.4.2.1 Where the Contractor receives notice under clause 8.4.1 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.

8.4.2.2 Any expenses incurred which are in addition to the cost of the relevant part of the works arising as consequence of suspension of the works or procuring a third party to carry out the works, shall be recovered in full from the Contractor, including any administrative costs reasonably incurred by the Employer."

Renumber existing clauses 8.4.2 and 8.4.3 as 8.4.3 and 8.4.4 respectively.

Prevention of Bribery and Corruption

Insert new Section 10 to the JCT Conditions of Contract as follows:

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

10.1.1 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;

10.1.2 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;

10.1.3 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;

10.1.4 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;

10.1.5 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 10.1.1 to 10.1.4 and will provide any information reasonably requested by the Employer in support of such compliance;

10.1.6 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.

10.2 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;

a) 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.

b) 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.”

Freedom of Information

Insert new Section 11 to the JCT Conditions of Contract as follows:

- “11.1 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.
- 11.2 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.
- 11.3 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).
- 11.4 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.”

Data Protection

Insert new Section 12 to the JCT Conditions of Contract as follows:

- "12.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is a Controller and the Supplier is the Processor unless otherwise specified in Schedule Processing Personal Data). The only processing that the Processor is authorised to do is listed in Schedule Processing Personal Data and may not be otherwise be determined by the Processor.
- 12.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 12.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 12.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule Processing Personal Data, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Controller as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule Processing Personal Data);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any

third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

- (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavors to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

12.5 Subject to Clause 12.7, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

12.6 The Processor's obligation to notify under Clause 12.5 shall include the provision of further information to the Controller in phases, as details become available.

- 12.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 12.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 12.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 12.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 12.11 such that they apply to the Sub-processor; and

(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

12.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

12.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

12.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office."

Equal Opportunities, Unlawful Discrimination and Human Rights

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

"13.1 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.

13.2 For the avoidance of doubt, the term "Contractor" in this clause 13 shall include the Contractor's employees, agents, representatives and sub-contractors employed in the execution of the Contract.

13.3 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.

13.4 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.

- 13.5 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.
- 13.6 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.
- 13.7 Failure by the Contractor to comply with the provisions of this clause 13 may lead to the termination of this Contract."

Contractor's Persons

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

- "14.1 The Contractor shall comply with all relevant legislation relating to the Contractor's Persons however employed including (but not limited to) the compliance in law of the ability of the Contractor's Persons to work in the United Kingdom.
- 14.2 The Contractor shall employ sufficient persons to ensure that the works are carried out in accordance with the Contract. The Contractor's Persons 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 Persons are properly and continuously trained, sufficiently instructed and adequately supervised with regard to the provision of the works generally and in particular:
- (i) the task or tasks such Persons have to perform;
 - (ii) all relevant rules, procedures and statutory requirements concerning health and safety, including the Employer's health and safety policy;
 - (iii) 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 14.

- 14.3 The Employer shall be entitled to require the Contractor to remove from the performance and carrying out of the works any of the Contractor's Persons 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.

- 14.4 The Employer shall in no circumstances be liable either to the Contractor or to any Persons (including its sub-contractors) removed pursuant to clause 14.3 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 Contractor's Persons."

Safeguarding

Insert new Section 15 to the JCT Conditions of Contract as follows:

- "15.1 The Contractor shall make arrangements during the provision of any works under this Contract to ensure that the Contractor and the Contractor's Persons 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 Contractor's Persons, undertaken through the Disclosure and Barring Service ("DBS") and a check against the adults barred list or the children's barred list as appropriate
- 15.2 The Contractor shall monitor the level and validity of the checks for each of the Contractor's Persons.
- 15.3 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 16 to the JCT Conditions of Contract as follows:

16. The Contractor irrevocably undertakes to indemnify the Employer against any costs, expenses, damages, liabilities, losses, claims and/or proceedings which the Employer may incur in respect of death or personal injury to any person whomsoever and damage to property arising as a consequence of the performance of the Works. The Parties agree that the contraction of any industrial disease as a result of exposure to dangerous materials during the course of the work within this Contract will be deemed to be covered by this condition.

Additional Employer's Requirements

Insert new Section 17 to the JCT Conditions of Contract as follows:

- "17.1 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.

17.2 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.

17.3 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.

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.

17.4 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.

17.5 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.

17.6 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.

- 17.7 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.
- 17.8 The Contractor 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.
- 17.9 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.
- 17.10 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.
- 17.11 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.
- 17.12 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.
- 17.13 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.

Bonds and Guarantees

Insert new Section 18 to the JCT Conditions of Contract as follows:

“Not used.”

Insert new Section 19 to the JCT Conditions of Contract as follows:

“Greenhouse Gases and Carbon Emissions

19.1 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 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 19.3.

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

19.2.1 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;

- 19.2.2 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Employer's reasonable questions;
 - 19.2.3 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.
- 19.3 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:
- 19.3.1 the Contractor's GHG emissions associated with the delivery of this Contract in accordance with established best practice and internationally accepted standards¹
 - 19.3.2 the Contractor's water use (in metres cubed);
 - 19.3.3 the Contractor's energy consumption for all fossil fuels (in kilowatt-hours (kWh)) relating to assets used at Employer premises or other locations;²
 - 19.3.4 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;
 - 19.3.5 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
 - 19.3.6 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.

¹ 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

² 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 DEFRA³ 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.

³ 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 emissions⁴

Name of Contract: *[insert name of contract and contract reference number]*

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

Contractor/Supplier/Consultant Name: *[insert name, address and company number (if applicable)]*

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>		

⁴ 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

Table 2: Water and Waste

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>		



Measured Term Contract for Asbestos Surveys and Sample Testing Technical Specification

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1.0 ASBESTOS SURVEYS-ANALYSIS & REPORTING

General

- 1.1 The Contract is for Asbestos Surveys and Sample Analysis to be undertaken as required to maintain Folkestone & Hythe District Council (FHDC) Asbestos Register and to ensure accurate and up to date records are kept of Asbestos Containing Materials ('ACMs') removed and remaining in FHDC's housing stock in both tenanted properties and common parts of blocks.
- 1.2 Pricing for this service will be as set out in the Pricing Schedule
- 1.3 FHDC's aim is for an Asbestos Survey, Analysis and Reporting programme to be developed to ensure an efficient and responsive asbestos management service; all in accordance with FHDC's Asbestos Policy & Procedures as described in FHDC [asbestos-policy](#) and FHDC [asbestos-procedure](#)

The specification includes:

- Intrusive Demolition / Refurbishment Surveys for ACMs preceding programmes of planned and responsive maintenance works in accordance with HSG 264. This will include a Management Survey to the property in addition to the R&D survey.
 - Void (empty) properties as part of remedial works to return them to FHDC's Lettable Standard prior to re-letting; and any properties to be sold under the Right to Buy scheme.
 - A programme of R&D and Management Surveys to the common parts of housing blocks and subsequent annual re-inspection surveys for reported or presumed ACM's will be required.
- 1.4 The Contractor may be asked to review existing asbestos survey reports, converting/ simulating for transfer onto the host web portal. Data that would corrupt or is prior to 2012 is to be reviewed for surveying in buildings with common areas.
 - 1.5 The Contractor may be asked to review FHDC's stock list Unique Property Reference Numbers (UPRN) and amend the Asbestos Register Portal to reflect the revised UPRN's created for FHDC's new single computer system (TCW).
 - 1.6 The Contractor will be expected to work independently, to manage access to each property, communicate effectively with residents and assist FHDC in developing and aligning survey reports, recommendations, and templates with the FHDC Asbestos Policy & Procedure.
 - 1.7 The Contractor may only employ UKAS accredited independent specialist services.
 - 1.8 Removal works will only be instructed by way of a written Order from the Employer. The appointed Contractor will have no relationship with the laboratory analysis sampling and testing services.

2.00 REFERENCES AND RELATED LEGISLATION

2.1 The Contractor shall indemnify and keep indemnified FHDC against all and any penalties and liabilities of every kind for breach of any such Act, Regulation, Bye-Law, published guidance or approved Code of Practice. For the avoidance of doubt, the Contractor shall not be entitled to payment for any work carried out in the provision of these Services if such work is carried out in breach of any Act, Regulation, Bye-Law published guidance or approved Code of Practice.

2.2 The work must be carried out in accordance with the requirements of the following, however, please note where these requirements are UK specific, this shall be read as 'or equivalent':

- HSG 264 Asbestos the Survey Guide.
- Health and Safety at Work Act 1974.
- The Control of Asbestos Regulations 2012.
- The Construction (Design and Management) Regulations 2015.
- The Management of Health and Safety at Work Act 1999.
- Workplace (Health Safety & Welfare) Regulations, 1992.
- The Environmental Protection Act 1990.
- The Control of Pollution (Amendment) Act 1989.
- The Hazardous Waste Regulations 2005.
- The Personal Protective Equipment at Work Regulations 2002 and all Regulations made under the above Acts and all subsequent amendments of the above Regulations to date.
- HSG 210 Asbestos Essentials task manual.
- Code of Practice entitled "Work with Asbestos Insulation Asbestos Coating and Asbestos Insulating Board" (third edition).
- HSG 248 The Analysts Guide for Sampling, Analysis and Clearance Procedures;
- HSG 247 Asbestos the licensed Contractors guide.
- BS EN ISO/IEC 17025:2005. General requirements for the competence of testing and calibration laboratories.
- HSG 227 Comprehensive Guide to Managing Asbestos in Buildings.
- ACOP L143 Managing and Working with Asbestos, 2013.
- EH51 Respiratory Equipment for use in Removing Asbestos.
- HSG 189/2 Working with Asbestos Cement.
- HSG 33 Health & Safety in Roof Work.
- Code of Practice entitled "Work with asbestos insulation asbestos coating and asbestos insulating board" (Second edition).
- BS EN ISO/IEC 17020:2012. Conformity Assessment. Requirements for the operation of various bodies performing British Standards Institution inspections.
- The Control of Substances Hazardous to Health Regulations, 2002.

- 2.3 The Contractor must be aware of any changes to legislation that may impact on any aspect of the Asbestos Surveying and analysis programme. The Contractor must inform the Employer of those changes as expediently as possible to ensure that any Risk Assessments and or Method Statements along with the FHDC Policy and Procedures are amended to reflect those changes prior to any surveys commencing on site.

3.00 ARRANGEMENT FOR ACCESS

Access

- 3.1 With the exception of any Void refurbishment works, the majority of properties will be occupied whilst the surveys are being undertaken. The Contractor will be expected to have their own procedures and protocol in liaising with the general public, residents and leaseholders, whilst working independently to manage access to the properties and communicate with all parties via phone, text, letter and email.
- 3.2 The Contractor shall utilise as a minimum, a three-stage appointment system on the Contractor's headed note-paper, wording and format to be agreed with FHDC prior to the commencement of the Programme, requesting access.
- 3.2.1 The Contractor will be required to issue to the occupier with written confirmation for all appointments arranged between the occupier and the Contractor. The written confirmation, which is to be at the approval of the Employer, must be delivered or posted (first class post) to the occupier on the same day that the appointment was made.
- 3.2.2 The Contractor shall make appointments with tenants and leaseholders in writing using approved FHDC templates for carrying out the work to their property. The appointments shall be made at least three weeks in advance and should state the start date and the expected duration of the Works. The Contractor is to confirm any necessary preparation by the tenants and leaseholders. Appointments may also be necessary to carry out surveys.
- 3.2.3 Appointment reminders will be sent by the Contractor via telephone or text to the tenant or leaseholder the day before. The operative is also to telephone or text the tenant or leaseholder on the day of the appointment to provide them with a more specific anticipated time of arrival. A written record of all confirmed appointments is to be maintained by the Contractor for inspection by the Employer at any time.
- 3.2.4 To facilitate the making of appointments, the Contractor must have in place at the commencement of the Contract an appointments diary system, which must provide appointment bands for mornings (09:00 to 12:00 hours) and afternoons (12:01 to 17:00 hours) on Normal Working Days.
- 3.2.5 The appointments diary system, which will be subject to the approval of the Employer, must provide sufficient appointments for all in each appointment band to allow appointments to be made for all orders raised. To facilitate this the

Contractor will be required to meet with the Employer on a weekly basis to determine the number of required appointments.

- 3.2.6 Should the Contractor, for whatever reason, fail to attend at the time of a pre-arranged appointment, the Contractor will be liable for any costs incurred by the Council (see Conditions of Contract).

4.00 EMPLOYER

- 4.1 The Contractor shall at all times comply with the instructions of the Employer.
- 4.2 The Employer may attend site at any time with the Contractor whilst any Services are being carried out.
- 4.3 The Contractor shall at all times allow such persons as may be nominated from time to time by the Employer access to:
- Records and documents in the possession of the Contractor in connection with delivery of the Services.
 - Inspect the condition of any premises, plant or equipment used by the Contractor for the performance of the Services.
 - Any Employee for the purposes of interviewing them in connection with the carrying out of all or any part of the Services.
 - Materials, stores and spare parts used by the Contractor to provide the Services, in order to ensure that such items comply with manufacturers' specifications.

5.00 SURVEYING

- 5.1 All safeguards outlined in HSG 264, HSG 248 and ACOPL 143 that are necessary for the safe sampling of asbestos must be maintained. Exposure must be reduced to the lowest level reasonably practicable by suitable systems of work. These must include but not be limited to:
- Working methods which minimise breakage, abrasion, matching or cutting of asbestos materials.
 - Clear indication of areas being worked in.
 - Dust suppression by the use of wetting the work area.
- 5.2 On completion of asbestos sample removal, individual sample points must be unobtrusively sealed and the entire area must be thoroughly decontaminated using high efficiency type H vacuum cleaners approved for use in asbestos removal. Brushes must not be used.
- 5.3 All asbestos samples must be double bagged with suitable polythene containers, sealed with duct tape and marked with asbestos warning stickers. If not transferring the waste directly to an appointed laboratory, it should be transferred to a suitably safe place with a lockable steel lid which will be kept locked at all times it is unattended.

Appropriate reassurance testing should be carried out where applicable to ensure areas are not contaminated in any way.

- 5.4 The asbestos will be sampled by suitably trained and competent persons over the age of 18 years who have been instructed in correct working procedures and who are wearing a suitable respirator and protective clothing.
- 5.5 The airborne concentration of asbestos during asbestos survey must be less than 0.010 fibres/ml.
- 5.6 Protective Clothing shall be clean, disposable and of a material which does not retain asbestos fibres. Disposable overalls will be fitted with a hood, boots without laces, and respiratory equipment. Clothing and footwear must completely enclose the body, head and feet in such a manner as to prevent contamination.
- 5.7 Where available, clean overalls with a type H vacuum with a brush attachment. Peel off disposable overalls so that they are inside out, place them in a suitable asbestos waste container, finally remove the respirator and place into the asbestos waste container.
- 5.8 All non-contaminated loose equipment and material must be removed from the work area.
- 5.9 Any fixed equipment which cannot be removed from the work area must be covered and sealed with polythene no less than 500 gauge.
- 5.10 Protect nearby surfaces from contamination using polythene of no less than 500 gauge, timber and tape. Polythene sheeting must be adequately supported throughout.
- 5.11 Warning and prohibition notices must be displayed outside all areas and access to work areas restricted.
- 5.12 **Respiratory Equipment:** The strap of the respiratory equipment must be positioned underneath the protective overall hood. Protective clothing must be worn only in the working and areas. Respirator protection must be the high efficiency positive pressure type in accordance with the Regulations set out at paragraph 5.2. The equipment must fit the wearer correctly and must not be shared with other wearers unless adequately cleansed and disinfected beforehand.

6.00 MANAGEMENT SURVEYS

- 6.1 The management survey is the standard survey. Its purpose is to locate, as far as reasonably practicable, the presence and extent of any suspect ACMs in the building which could be damaged or disturbed during normal occupancy, including foreseeable maintenance and installation, and to assess their condition.
- 6.2 Management surveys will often involve minor intrusive work and some disturbance. The extent of intrusion will vary between premises and depend on what is reasonably practicable for individual properties, i.e. it will depend on factors such as the type of building, the nature of construction, accessibility etc.
- 6.3 A management survey should include an assessment of the condition of the various ACMs and their ability to release fibres into the air if they are disturbed in some way. The material assessment will give a good initial guide to the priority for managing ACMs

as it will identify the materials which will most readily release airborne fibres if they are disturbed.

- 6.4 The survey will usually involve sampling and analysis to confirm the presence or absence of ACMs. However, a management survey can also involve presuming the presence or absence of asbestos. A management survey can be completed using a combination of sampling ACMs and presuming ACMs or, indeed, just presuming. Any materials presumed to contain asbestos must also have their condition assessed (i.e. a material assessment).
- 6.5 Management surveys can involve a combination of sampling to confirm asbestos is present or presuming asbestos to be present. By presuming the presence of asbestos, the need for sampling and analysis can be deferred until a later time (e.g. before any work is carried out).
- 6.6 However, this approach has implications for the management arrangements. Any work carried out on 'presumed' materials would need to involve appropriate Contractors and work methods in compliance with irrespective of whether the material was actually an ACM or not. Alternatively, before any work starts, sampling and analysis can be undertaken to confirm or refute the presence of asbestos.
- 6.7 When sampling is carried out as part of a management survey, samples from each type of suspect ACM should be collected and analysed. If the material sampled is found to contain asbestos, other similar materials used in the same way in the building can be strongly presumed to contain asbestos. Less homogeneous materials (e.g. different surfaces/coating, evidence of repair etc.) will require a greater number of samples. The sample number should be sufficient to establish whether asbestos is present or not in the particular material. Sampling may take place simultaneously with the survey, or as in the case of some larger surveys, can be carried out later as a separate exercise.
- 6.8 All areas should be accessed and inspected as far as is reasonably practicable. Areas should include under floor coverings, above false ceilings, and inside risers, service ducts, lift shafts etc. Surveying may also involve some minor intrusive work, such as accessing behind fascia and panels and other surfaces or superficial materials. The extent of intrusion will depend on the degree of disturbance that is or will be necessary for foreseeable maintenance and related activities, including the installation of new equipment/cabling. Surveyors should come prepared to access such areas (i.e. with the correct equipment etc.).
- 6.9 Management surveys are only likely to involve the use of simple tools such as screwdrivers and chisels. Any areas not accessed must be presumed to contain asbestos. The areas not accessed and presumed to contain asbestos must be clearly stated in the survey report and will have to be managed on this basis, i.e. maintenance or other disturbance work should not be carried out in these areas until further checks are made.
- 6.10 All ACMs should be identified as far as is reasonably practicable. The areas inspected should include: under floor coverings, above false ceilings (ceiling voids), lofts, inside risers, service ducts and lift shafts, basements, cellars, underground rooms, under crofts (this list is not exhaustive).
- 6.11 Management surveys should cover routine and simple maintenance work. However, it has to be recognised that where 'more extensive' maintenance or repair work is involved, there may not be sufficient information in the management survey and a localised refurbishment survey will be needed. A refurbishment survey will be required for all work which disturbs the fabric of the building in areas where the management

survey has not been intrusive. The decision on the need for a refurbishment survey should be made by the duty holder (probably with help from others).

7.0 REFURBISHMENT & DEMOLITION SURVEYS

- 7.01** A refurbishment and demolition survey is needed before any refurbishment or demolition work is carried out. This type of survey is used to locate and describe, as far as reasonably practicable, all ACMs in the area where the refurbishment work will take place or in the whole building if demolition is planned.
- 7.02** The survey will be fully intrusive and involve destructive inspection, as necessary, to gain access to all areas, including those that may be difficult to reach. A refurbishment and demolition survey may also be required in other circumstances, e.g. when more intrusive maintenance and repair work will be carried out or for plant removal or dismantling.
- 7.03** There is a specific requirement in (regulation 7) for all ACMs to be removed as far as reasonably practicable before major refurbishment or final demolition. Removing ACMs is also appropriate in other smaller refurbishment.
- 7.04** Situations which involve structural or layout changes to buildings (e.g. removal of partitions, walls, units etc.) under CDM, the survey information should be used to help in the tendering process for the removal of ACMs from the building before work starts. In this type of survey, where the asbestos is identified so that it can be removed (rather than to 'manage it') the survey does not normally assess the condition of the asbestos, other than to indicate areas of damage or where additional asbestos debris may be present.
- 7.05** However, where the asbestos removal may not take place for some time, the ACMs' condition will need to be assessed and the materials managed.
- 7.06** Refurbishment and demolition surveys are intended to locate all the asbestos in the building (or the relevant part), as far as reasonably practicable. It is a disruptive and fully intrusive survey which may need to penetrate all parts of the building structure. Aggressive inspection techniques will be needed to lift carpets and tiles, break through walls, ceilings, cladding and partitions, and open up floors. In these situations, controls should be put in place to prevent the spread of debris, which may include asbestos.
- 7.07** Refurbishment and demolition surveys should only be conducted in unoccupied areas to minimise risks to the public or employees on the premises. Ideally, the building should not be in service and all furnishings removed. For minor refurbishment, this would only apply to the room involved or even part of the room where the work is small and the room large. In these situations, there should be effective isolation of the survey area (e.g. full floor to ceiling partition), and furnishings should be removed as far as possible or protected using sheeting.
- 7.08** The 'surveyed' area must be shown to be fit for reoccupation before people move back in. This will require a thorough visual inspection and, if appropriate (e.g. where there has been significant destruction), reassurance air sampling with disturbance.
- 7.09** It is FHDC's policy in accordance with CAR regulation 7 to remove all ACMs as far as practicable before major refurbishment or demolition.

8.00 SURVEYING SERVICES SPECIFICATION

- 8.1 Every individual property undergoing intrusive work will be subject to a separate Refurbishment Survey. The Employer will issue a written Order to the Contractor to execute survey(s) at the required address(s). No payment will be made in respect of and Services completed without a written Order.
- 8.2 The Contractor must acquaint and satisfy himself with all conditions likely to affect the execution of any of Orders issued, including the types, construction and location of the dwellings and buildings, as no claim by the Contractor for additional payment will be allowed on the grounds of any misunderstanding or ignorance due to lack of knowledge of local conditions, Regulations or requirements on which the Order(s) are to be executed.
- 8.3 The Contractor will inform the Employer when the surveys have been completed before close of business of the next working day and the following timescales will apply:
- 8.4 For Void works and repairs within occupied properties: a maximum of 2 working days will be allowed to complete inspections/ sampling. An initial report identifying the location of the samples is to be left on site. A further 3 working days or less will be allowed for a full report and Asbestos register updated.
- 8.5 For Planned works: from date of CA instruction a maximum of 5 working days will be allowed to complete inspection, sampling and provide a full report. Furthermore, the Contractor shall ensure that the Asbestos register is updated within 24hours of the completion of the works.

In the event of an asbestos survey/report required whilst work in progress then a maximum of 2 working days will be allowed to complete inspection, sampling and provide initial report of identification of ACM from date of Employer's instruction in advance of full report being issued and furthermore the Asbestos Register to be updated within 24 hours of the report being completed.

- 8.6 For Communal works: a maximum of 2 working days will be allowed to complete inspection, sampling and provide initial report of identification of ACM from date of Employer's instruction. A further 5 working days maximum will be allowed for a full report and Asbestos register updated.
- 8.7 **Voids** - The risk of exposure to ACMs will be assessed as part of the Voids process. Where repairs are due to take place the Voids Coordinator will review the Management Survey and ensure suitable demolition / refurbishment surveys are conducted and included when assessing risk. Should any further intrusive Demolition Survey be required; or subsequent removal works that require the statutory 14- day notice period to be issued to the HSE, an Extension of Time will be granted to the target void completion times set.
- 8.8 **Surveys in Sheltered Accommodation for older people** - The Contractor is to note that any Asbestos Services required to sheltered accommodation may be the subject of special timing and methods of working in an effort to minimise disturbance to Residents insofar as possible. In any event, no work outside the normal hours of working will be allowed.

9.00 OTHER RELATED SURVEY REQUIREMENTS

9.1 The Contractor will:

- Provide a 24 hour emergency response within two hours of receiving the call with mobile laboratory testing facilities (bulk and air testing capable) and telephone advice provision. Where problems of a more major nature occur, the Contractor will be expected to escalate his response to ensure that appropriate resources are available as necessary.
- The Contractor will ensure that sufficient resources are available to respond to varying workloads throughout the contract.
- Provide SEM ('Scanning Electron Microscopy') testing services for potential fibre contamination investigation/ advice scenarios;
- Work with the Employer to agree a programme of UKATA certified training and assistance for FHDC to undertake a full staff (and Contractor) Training Needs Assessment. To potentially include Category 'A' and 'B' training as well as BOHS P402 and P405; and 'e-learning' asbestos awareness annual refresher training facility for staff;
- CDM related roles: Principal Contractor and/or Principal Designer responsibilities including review of proposed asbestos related Risk Assessment and Method Statement ('RAMS') control measures proposed for differing risk categories of asbestos work (licensed, notifiable non-licensed and, non-licensed);
- Quality assurance arrangements / requirements: The Contractor will submit their appointed asbestos survey specialist's periodic UKAS assessment reports to the Employer. In addition, FHDC may commission a sample of 'blind' survey report audits by another competent and suitably qualified asbestos survey specialist.
- The Contractor will support FHDC in dealing with any Asbestos related investigations, enquires and reports.
- The Contractor will be required to assist the Employer is discharging his duties under section 20 of The Landlord and Tenant act, including the provision of cost breakdowns and attendance at consultation meetings.

10.00 TRAINING OF STAFF

10.1 All staff employed by the Contractor for any of the works on site must hold the relevant qualification for their post. Certified copies of qualifications and training certificates for all staff employed in the removal and treatment of asbestos are to be deposited with Client. Copies of renewals must be similarly deposited.

10.2 The Removal Contractor (the Contractor appointed to undertake the Removal of ACM's) shall be expected to provide advice relating to asbestos in regard to the contract standards, technical details and legislation. The Removal Contractor will also be asked to provide half and full day training days to FHDC staff and their appointed Contractors.

11.00 SCAFFOLDING/ PLATFORMS AND ACCESS EQUIPMENT

11.1 The Removal Contractor is responsible for the safe erection, work conditions, striking/ removal and certification of the scaffolding carried out by themselves or an appointed Scaffolding Company.

12.00 AUDIT

12.1 The Contractor is responsible for robust quality assurance procedures of all works carry out with a minimum of 10% site audit visits. This will include records of site inspections, observations, errors and corrections. A list of sites audited will be presented to the Employer on request. Should there be any defects identified, then the appoint Contractor will rectify these defects at their own cost. If the Employer appoints a third party to carry out an audit any defects resulting from that audit are to be rectified by the Contractor at their own cost.

13.00 FHDC EXISTING PARTNERING CONTRACTS

- **Folkestone & Hythe District Council:** have no provisions for asbestos within their Repairs and Maintenance Contracts.

14.00 CONTRACT COMMUNICATIONS

Survey Reports

14.1.1 Following completion of the Site Survey, a report is to be compiled detailing any ACM's identified, their location, condition, extent together with recommendations for any Management Actions required. Reports will comply with the recommendations set out in HSG 264.

14.1.2 The Reports shall be in the following format:

14.1.2.1 Cover

- Photograph (before and after)
- Type of Survey / Date / UPRN / Address
- Quality Control: surveyor / qualified signatory / review / sign off

14.1.2.2 Introduction

- Nature and purpose of survey report (e.g. areas subject to Survey in respect of the work is proposed)
- Executive Summary (to include ACMs found and presumed, no access areas, elements)
- Control of Asbestos at Work Regulations
- Other Health & Safety Regulations

- Sources of Data
- Presentation of Findings
- Representative Sampling
- Risk Classification

14.1.2.3 Site Description

- Site History
- Description of Site (building / construction / configuration)

14.1.2.4 Investigations

- Baseline Information
- Inspection, Sampling and Analysis
- Results of Laboratory Testing
- Drawings showing location and type of ACMs including no access areas and presumed ACMs

14.1.2.5 Assessment and Overview

- Risk Assessment Methodology
- Data Sheets
- Photographs of individual ACMs, presumed ACMs and sample locations

14.1.2.6 Conclusions and Recommendations

- Introduction
- Additional Inspection, Sampling and Testing required
- Labels and Warning Signs
- Programme for removal or treatment of asbestos materials
- Internal Arrangements
- Asbestos Register (to include Material Assessment Scores, Priority Assessment Scores and Overall Risk Assessment)

14.1.2.7 Caveats

14.1.2.8 References

14.1.2.9 APPENDICES

- Appendix A : Asbestos in Buildings
- Appendix B : Results of Laboratory Testing (Bulk Sample Identification Certificates)
- Appendix C : Data Sheets and photographs
- Appendix D : Asbestos Register
- Appendix E : Asbestos Location Plans

14.1.3 The Report shall include a report summary and recommendation.

Unless otherwise agreed with FHDC, the report and updated Register shall be provided to the Employer within three working days from the date of access to the property for survey.

The Asbestos Register

- 14.2.1 The Contractor will provide a secure web-based Asbestos Register and document portal set out in **Annex 1** as part of FHDC's administration of asbestos management. The Cost of development, management and maintenance of the Asbestos Register must be included as part of the tendered Asbestos Survey price. The FHDC will own the intellectual rights to the relevant data from within their respective stock list and FHDC will own the intellectual rights of the data overall. The Contractor shall provide 1 Licence (for the duration of the contract) to FHDC with any costs to be borne by the Contractor.
- 14.2.2 The portal will be "stand alone" as part of a wider Interface (TCW). This will be determined between the Contractor and Employer as part of the prestart negotiations. When documentation is uploaded to the portal by the contractor, it must be also be sent to TCW and a notification email of the upload must be sent to housing.compliance@folkestone-hythe.gov.uk.
- 14.2.3 The Contractor is ultimately responsible for development, management and maintenance of the Asbestos Register for all domestic properties in addition to non-domestic properties, including garages as required in Regulation 4 of the Control of Asbestos Regulations 2012. The Register will record, and detail survey results and all ACMs subsequently removed or encapsulated.
- 14.2.4 The Asbestos Register will be made available to any Contractor and any other Supplier or FHDC employee carrying out any work in or on the housing stock in order that the appropriate information can be obtained prior to works being undertaken. FHDC will determine who those independent suppliers are. The Contractor will manage security (passwords etc.) to third parties.
- 14.2.5 The Asbestos Register must be able to monitor and report on supplier usage i.e. the must be able to run downloadable reports to determine non-compliance no less than on a weekly basis but preferably utilising live data.
- 14.2.6 Asbestos information will be provided to the Contractor by:
- A manual and or electronic report per property or common area.
 - An export from FHDC's current register, or.
 - By giving the Contractor access to FHDC's current register.
 - Details of completed work will be provided by the Asbestos Removal Contractor and will be updated by the Asbestos Surveys and Testing Contractor
- 14.2.7 Asbestos information will be provided to the Employer by:
- All relevant files (CSV, excel etc.) or an appropriate interface provided to TCW.
 - Key asbestos information e.g. location, type, condition (from within the Asbestos Register).
 - All photographs to be provided electronically by property / communal area following indexing protocols to be agreed with the Employer.

14.3 Day to Day Issues

- 14.3.1 In the event the Contractor finds any sharps, contamination, human waste, vermin etc. in the property, the Employer will be notified, and no further surveys are to be undertaken without the further instructions of the Employer.
- 14.3.2 Should the Contractor discover any damage to the external fabric or internal components in the property, a brief report of their findings along with supporting digital photographs will be submitted to the Employer.
- 14.3.3 The essence of the contract is to establish good communications throughout the term of the contract. As a result, the Contractor will be expected to contribute the necessary resources and commitment to regular meetings as requested by the Employer. The Contractor shall appoint one person to act as the focal point for all communications with FHDC. It is expected that during the first six months of the Contract, daily site meetings, weekly progress and monthly report meeting will be held but the frequency may extend once the Contract and its operation is established.
- Monthly meetings to be minuted, with the Contractor compiling a report covering contract progress, budget spends, KPI's etc. sent to the Employer 48hr in advance of the meeting.
 - The Contractor will attend all such meetings and he is to inform any nominated person or another Sub-Contractor when their present is required. The Contractor will provide suitable accommodation for such meetings on request from the Employer. All costs are deemed to be included in the pricing Framework.
 - The tender rates must include for all means of providing effective and regular communication to residents and leaseholders affected by the works.
 - This will take the form of letters, newsletters, etc. sent to residents and leaseholders in advance of commencement, during and following the completion of works in their specific blocks and properties. This must include:
 - An approval process for all letters and communication process for the duration of the contract between the Contractor and FHDC
 - Agreement for covering or contributing towards costs of communication – especially when project delays occur

In addition:

- The Contractor must provide an “Asbestos in the Home” Leaflet to all residents on completion of the works. The leaflet is to provide a summary of information about asbestos, explaining where it is found, why it may be a problem and how to help avoid the potential risks associated with asbestos. It must be easily understandable including written in Plain English and the use of clear diagrams, etc. is encouraged. The final format and content shall need to be approved by FHDC in advance of issue.
- Making sure that the FHDC Contractor Code of Conduct applies to contracted and sub contracted staff which ensures:

- Contractor customer service standards align to FHDC's standards during the project
- all staff wear branded uniforms and carry ID badges
- all vans used by Contractors to include where possible, branded graphics which include joint logos of FHDC and the Contractor. Where this is not possible for vans, we require a laminated sign to be on the dashboards of vehicles, with information of who the Contractor is and the purpose of their work and contact number
- correct signage is used on storage units, temporary sites, scaffolding, hoarding which inform of the Contractor on site, description of the project, logo and contacts including contact in case of emergency
- external advertising / signage on wider building / work sites is used during works (portable display signage for smaller scale works to project noticeboards with photos/info/contact numbers for larger works)
- Provide a communications point of contact – the person involved in coordinating the communications for the contract period.
- Working with FHDC to respond to press enquiries, social media posts and complaints that the Contractor may be involved with.
- Providing Logos, photos and regular updates that FHDC can use for asbestos awareness through their website, publications and social media
- Knowing, supporting and assisting the tasks set out in FHDC's Communication Strategy and our Resident/ Leaseholders Involvement Strategy
- Where appropriate the Contractor will be expected to attend resident meetings, at the request of FHDC, for which these may be outside normal working hours

Customer Satisfaction

- Customer Satisfaction shall be measured for all completed works using FHDC KPI's. The format of the questionnaires shall be agreed with FHDC and may be subject to change over duration of the Contract. The residents must complete the questionnaires independently of the Contractor being in attendance.
- Means of issuing, collating and reporting to be agreed with the Contractor but shall be one of the following options:
 - 1 – Contractor issue hard copies to residents; posted back to Contractor for data entry into online reporting tool (Survey Monkey) provided by FHDC
 - 2 – Contractor collect mobile phone details from residents; provide to FHDC; FHDC text the survey to resident to complete (online surveys automatically recorded in Survey Monkey)
 - 3 – Contractor to give out hard copy surveys to resident not online; Contractor collect and manually input to Survey Monkey and collect mobile phone numbers of those online for FHDC to send surveys to (online surveys automatically recorded in Survey Monkey).

Sub-Contractors

- The Contractors shall not without the consent in writing of the Employer and then only to such firm or firms to whom the Employer shall not object. sub-let as piece or task work, or otherwise, or make a sub-contract for the execution of the works or any part thereof except for the supply of materials and the Contractor shall not, without like sanction, assign this Contract or any part thereof. Any agreed Sub-Contractor must follow the terms of the contract and the lines of communication.

ANNEX 1

Asbestos Register Portal System Requirements

The Contractor on behalf of FHDC is to development, manage and maintain a secure asbestos register and document portal system, with a searchable asbestos management software system and asbestos management tools. Capable of holding the register with a functional database that can help store all asbestos survey/ sample testing and removal information in order to remain compliant with current asbestos and health and safety regulations. With the ability to interrogate and extract data from the system to produce asbestos management plans, reports, programmes, conditional review dates etc.

- The asbestos register is to have the capability to hold FHDC stock list with the unique property reference number (UPRN) for ease of location and data reporting.
- The asbestos register is to allow FHDC to grant access via a secure password to FHDC staff and nominated Contractors from anywhere with an internet connection. The system will have the capacity to monitor and log addresses accessed for viewing for audit purposes. The asbestos register is to have the ability to restricted persons to areas, streets or individual addresses.
- The asbestos register is to have a simple method of navigation allow viewers to quickly interrogate the system to determine if asbestos is present or not within a building.
- Providing training is integral to achieving the maxim potential for users allowing ease of searched for in terms of survey dates, property information, asbestos types, recommended works, review dates etc.
- The asbestos register is to be updated and kept “live” in relation to any surveys, condition checks, samples, removals etc. meaning that all asbestos related information can stay in one place, including updates to condition status following remedial works, waste consignment notes, air test, etc. by the appointed Contractor.
- Asbestos data may be asked to be inputted on to the asbestos web portal register from various sources such as alternative asbestos licenced Contractor or existing archive data held at FHDC. Archive data prior to 2012 is to be evaluated for perpetual resurvey to prevent any corruption to the asbestos register.
- The asbestos register will have the ability to extract/ calculate/ report the asbestos risk ratings for known asbestos. The appointed Contractor is to provide the Employer with a conditional programme for inspections based on the asbestos risk rating.
- The asbestos register should allow for data extraction to produce an asbestos management plan. This will allow FHDC to target and programme high grade forms of asbestos (such as AIB), in communal areas or general needs buildings for removals.
- The asbestos register is to fulfil all the reporting requirements of the Employer and FHDC audit department. The appointed Contractor is to assist and provide data on request at no additional cost.
- The appointed Contractor is to maintain usage of the system 24hrs a day - in the unlikely event of a fault the system is to be working within 48 hours of being aware that

the system has failed. In the event that it is not possible to return the system to full service, the Contractor shall inform the Employer of the issue and provide the plan to resolve this, including timescales within the stated 48 hour period. The system is to have the capacity to accommodate a large amount of independent "site hits" at the same time without the multiple users experiencing any delays in navigating the register.

- In the event that FHDC no longer wishes to continue with the asbestos web portal provided by the appointed Contractor. The system is to have the ability to transfer data owned by FHDC in a simple acceptable format.
 - The Asbestos register is to have the ability to interface with FHDC computer system TCW. Even if the reports and documents can be accessed and downloaded via the portal. The reports and documents will also need to be uploaded via a SFTP to The Compliancy Workbook programme (TCW) that is currently used by the employer to scan and assess all the documents.

Notification of uploading of all certification and documents must be emailed to our main Compliance email address; Housing.Compliance@folkestone-hythe.gov.uk and the contractor must obtain a login for the SFTP site to upload files to The Compliancy Workbook (TCW) programme.

TCW currently host the SFTP for FHDC and the contractor will need to request a username and password to be able to drop documents in, ready for ingest into the software.

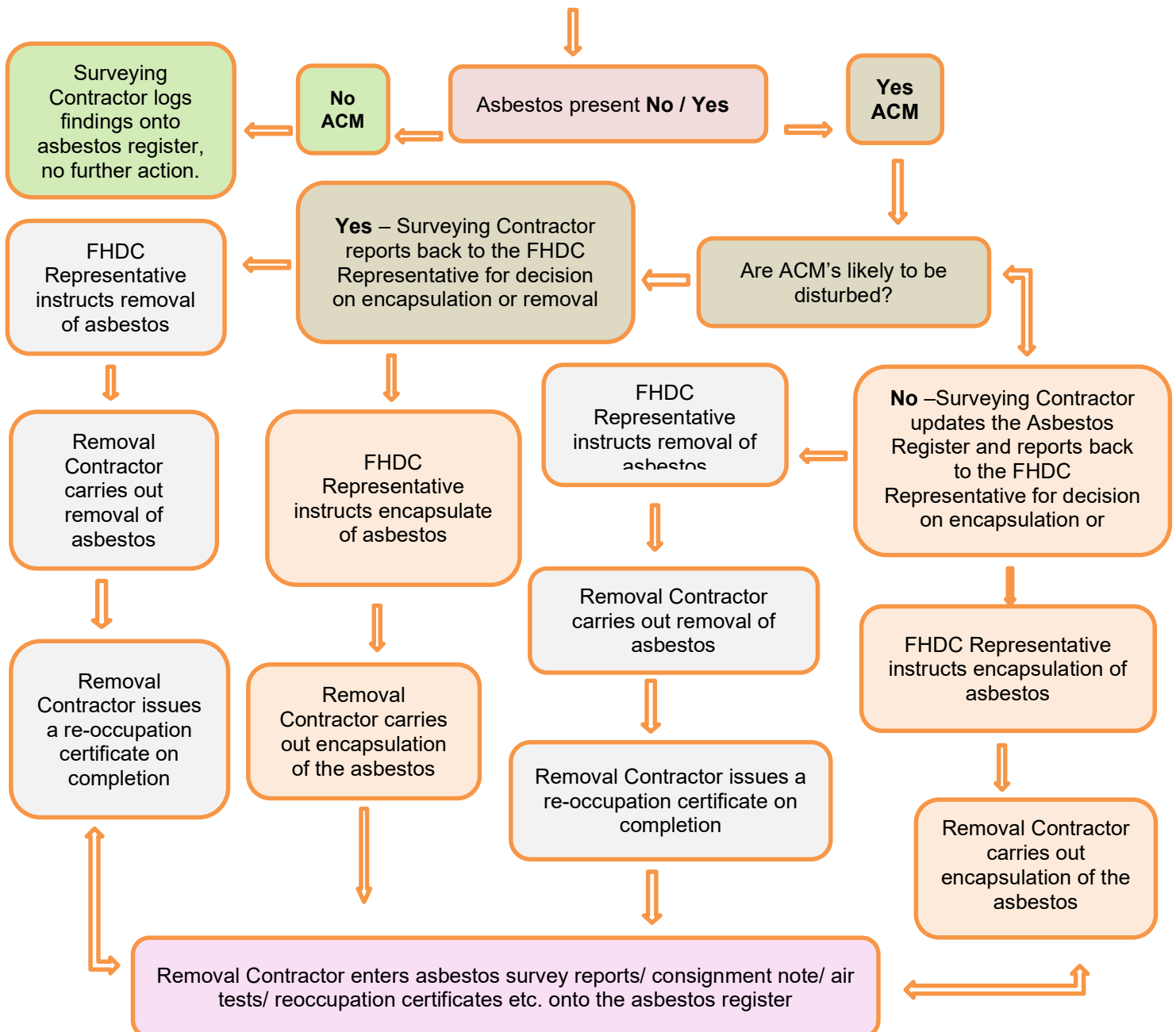
- The web-based Asbestos Register portal is to be backed up by the Contractor daily to prevent any loss of data

ANNEX 2

Asbestos procedure flowchart

FHDC Compliance specialist to raises a works order to the consultant to carry out an asbestos surveys report/ sample testing or removals/ encapsulation.
Other FHDC employees or subcontractors can raise work orders if FHDC compliance specialist is aware.

The Surveying Contractor is responsible for arranging appointments and liaises with FHDC appointed contractors to undertake works for void, planned programmes & day to day repair. The works are to be completed in the time scales set out within the contract. Areas sampled are to be labelled and presumed asbestos until the test results are known. The consultant must carry out the works in accordance with asbestos legislation set out with in the contract.



ANNEX 3

COMMUNICATIONS

The tender rates must include for all means of providing effective and regular communication to residents and leaseholders affected by the works.

This will take the form of letters, newsletters, etc. sent to residents and leaseholders in advance of commencement, during and following the completion of works in their specific blocks and properties. This must include:

- An approval process for all letters and communication process for the duration of the contract between the Contractor and FHDC
- Agreement for covering or contributing towards costs of communication – especially when project delays occur

In addition:

- The Contractor must provide an “Asbestos in the Home” Leaflet to all residents on completion of the works. The leaflet is to provide a summary of information about asbestos, explaining where it is found, why it may be a problem and how to help avoid the potential risks associated with asbestos. It must be easily understandable including written in Plain English and the use of clear diagrams, etc is encouraged. The final format and content shall need to be approved by FHDC in advance of issue.
- Making sure that the FHDC Contractor Code of Conduct applies to contracted and sub contracted staff which ensures:
- Contractor customer service standards align to FHDC’s standards during the project
- all staff wear branded uniforms and carry ID badges
- all vans used by Contractors to include where possible, branded graphics which include joint logos of FHDC and the Contractor. Where this is not possible for vans, we require a laminated sign to be on the dashboards of vehicles, with information of who the Contractor is and the purpose of their work and contact number
- correct signage is used on storage units, temporary sites, scaffolding, hoarding which inform of the Contractor on site, description of the project, logo and contacts including contact in case of emergency
- external advertising / signage on wider building / work sites is used during works (portable display signage for smaller scale works to project noticeboards with photos/info/contact numbers for larger works)
- Provide a communications point of contact – the person involved in coordinating the communications for the contract period.
- Working with FHDC to respond to press enquiries, social media posts and complaints that the Contractor may be involved with.

- Providing Logos, photos and regular updates that FHDC can use for asbestos awareness through their website, publications and social media
- Knowing, supporting and assisting the tasks set out in FHDC's Communication Strategy and our Resident/ Leaseholders Involvement Strategy
- Where appropriate the Contractor will be expected to attend resident meetings, at the request of FHDC, for which these may be outside normal working hours

ANNEX 4

Key Performance Indicators

To be measured and monitored via the Monthly Contractor Report/Contract Meeting

KPI 1 - RESIDENT SATISFACTION

Purpose	To determine the overall level of resident satisfaction.
Definitions	How satisfied the resident was with the completed work, the level of information received, the level of service and the helpfulness of personnel.
Method	For all works completed in a specific period, carry out a survey to determine the level of resident satisfaction using an agreed questionnaire.
	Performance Data:
	$\frac{\text{Number of Satisfied Responses}}{\text{Total Number of Responses}} \times 100$
Example	During a prescribed time period, using the agreed questionnaire, 50 residents expressed some overall satisfaction out of 70 responses received
	Performance Data:
	$\frac{50 \text{ Satisfied Responses}}{70 \text{ Responses}} \times 100 = \underline{\underline{71\%}}$
Target	98%

KPI 2 - APPOINTMENTS KEPT

Purpose	To determine the level of no appointments kept by the contractor.
Definitions	This will record the number of properties where appointments kept by the contractor to complete the work within the specified period within the contract.
Method	Use the total number of properties attempted to visit and the total number of properties unable to gain entry of the specified period. Performance Data: $\frac{\text{Number no Access/Entry}}{\text{Total Number Attempted}} \times 100$
Example	To cover a prescribed time period, 50 properties attempted to visit and 2 no entry. Performance Data: $\frac{2 \text{ no entry}}{50 \text{ properties}} \times 100 = \mathbf{4\%}$
Target	98%

KPI 3 - ACHIEVING PROGRAMME

Purpose To measure whether the programme is on target to deliver in accordance with present deadlines.

Definitions The difference between how far along the programme of works should be and where it actually is.

Method Using the number of properties actually completed within the specified time period and the number of properties due to be completed at this stage in the programme.

Performance Data:

$$\frac{\text{Number actually completed}}{\text{Number due to be completed at this stage in the programme}}$$

Then x 100

Example The number of properties actually completed this month was 45 the number due to be completed in order to represent 10% audit was 49.

Performance data:

$$\frac{45 \text{ actually completed}}{49 \text{ due to be completed}} \times 100 = \underline{\underline{91.84\%}}$$

Target 98%

KPI 4 - PROVISION OF INFORMATION

Purpose	To determine whether survey and register information is provided in line with agreed deadlines.
Definitions	Pass or fail response which determines whether information was provided on time or in a timely manner by the Contractor. Information includes but is not limited to survey reports, sampling and air testing reports, register information, KPI and legislative updates. Exact definition of 'information' to be defined by client.
Method	Using a pass or fail system the client is to determine whether the information provided by the constructor was provided in a timely manner, in line with specified deadlines and in a suitable format. Performance Data: Failure to provide information = 0% Suitable provision of information = 100%
Target	98%

APPENDIX A2



Measured Term Contract for Asbestos Removal Works Technical Specification

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1.0 – SPECIFICATION FOR ASBESTOS REMOVAL WORKS

- 1.1 The Contract is for the removal or encapsulation of Asbestos Containing Materials ('**ACM**'s) and management of those ACMs as identified and required from asbestos surveys; all in accordance with this specification and the FHDC's Asbestos Management Policy & Procedures [asbestos-policy](#) and [asbestos-procedure](#)
- 1.2 Pricing for the service will be as set out in the Pricing Schedule at **Appendix B**.
- 1.3 The specification comprises the removal or encapsulation of Asbestos Containing Materials ('**ACM**'s) in common areas, occupied or void properties as identified and required from asbestos surveys and as instructed by the Employer. FHDC will only use licensed removal contractors to undertake removal and disposal of ACMs.
- 1.4 All removal works are to be in accordance with HSG 247: The licensed contractor's guide, ACOP L143; Managing and Working with Asbestos and incorporate a four-stage air clearance test and/or reassurance air testing where necessary in accordance with HSG 248: The Analyst's Guide for Sampling and Clearance Procedures and ACOP L143.
- 1.5 The Contractor will be expected to have their own procedures and protocol in liaising the general public, residents and leaseholders, work independently to manage access to the properties and communicate with all parties via phone, text, letter and email.
- 1.6 The Contractor will be under instruction by the Employer. In addition, Council appointed contractors (repairs, voids, planned maintenance) may also engage with the Contractor by agreement with the Employer.
- 1.7 There are times where the Removal Contractor has to work collaboratively with a Main Contractor in either occupied or void premises at the request of the Employer. For void asbestos removal work the target time is three days or less, to enable FHDC to achieve their void policy, key to key turnaround times.
- 1.8 The Removal Contractor must be aware of any changes to legislation that may impact on any aspect of Asbestos Removal and associated works. The Removal Contractor must inform the Employer of those changes as expediently as possible to ensure that any Risk Assessments and or Method Statements along with the FHDC Policy and Procedures are amended to reflect those changes prior to any works commencing on site.

2.0 – REQUIREMENTS FOR REMOVAL OF ACM'S

- 2.1 The Removal Contractor must be able to demonstrate his understanding and willingness to comply with all aspects of the Asbestos Regulations, Approved Codes of Practice and Guidance notes relating to the limitation of exposure to asbestos fibres, the control and security of works, record keeping, notification and managed waste disposal.
- 2.2 The Removal Contractor is to carefully remove existing ACMs under controlled conditions as indicated from the asbestos survey and instructed by the Employer. Remove from site using a licensed carrier and dispose of at a licensed disposal site.
- 2.3 Irrespective of whether the removal is licensable or not, the Contractor must carry out the works in accordance with the following requirements however, please note where these requirements are UK specific, this shall be read as 'or equivalent':
 - HSG 264 Asbestos the Survey Guide
 - Health and Safety at Work Act 1974
 - The Control of Asbestos Regulations 2012
 - the Construction (Design and Management) Regulations 2015
 - The Management of Health and Safety at Work Act 1999
 - The Workplace (Health, Safety and Welfare) Regulations, 1992
 - The Environmental Protection Act 1990
 - The Control of Pollution (Amendment) Act 1989
 - The Hazardous Waste Regulations 2005
 - The Personal Protective Equipment at Work Regulations 2002 and all Regulations made under the above Acts and all subsequent amendments of the above Regulations to date
 - HSG 210 Asbestos Essentials task manual
 - Code of Practice entitled "Work with Asbestos Insulation Asbestos Coating and Asbestos Insulating Board" (third edition)
 - HSG 248 The Analysts Guide for Sampling, Analysis & Clearance Procedures;
 - HSG 247 Asbestos the licensed contractors guide
 - ACOP L143 Work With Materials Containing Asbestos (second addition)
 - Personal Protective Equipment at work Regulations, 2002
 - Code of Practice entitled "Work with asbestos insulation asbestos coating and asbestos insulating board" (Second edition)
 - HSE50 Asbestos licence assessment, amendment and revocation guide (ALAARG) HSE 2012
 - BS 8520-3:2009. Equipment used in the controlled removal of asbestos-containing materials
 - Notification form FOD ASB5 (HSE).
 - Notification of non-licensed work with asbestos ASB NNLW1 (HSE).
 - BS EN ISO 13982-1:2004+A1:2010. Protective clothing.

- Medical Guidance Note MS31 (rev1) Medical surveillance for workers carrying out licensed work with asbestos.
- ACOP L101 Safe work in confined spaces. Confined Spaces Regulations 1997. Approved Code of Practice, Regulations and guidance (Second edition).
- The Hazardous Waste (England and Wales) Regulations 2005 SI 2005.
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations, 2009.
- The Personal Protective Equipment Regulations, 1992.
- HSG 248 the analysts' guide for sampling, analysis and clearance procedures.
- BS EN ISO/IEC 17020:2012. Conformity assessment. Requirements for the operation of various types of bodies performing inspection British Standards Institution.
- HSG 53 Respiratory Protective Equipment At Work.
- HSG 65 Successful Health & Safety Management.
- The Hazardous Waste (England & Wales) (amendment) Regulations 2009.
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004, and ADR 2011.
- BS EN ISO/IEC 17025:2005. General requirements for the competence of testing and calibration laboratories.

3.0 – SITE PREPARATION

- 3.1 All non-contaminated loose equipment and material must be removed from the work area.
- 3.2 Any fixed equipment which cannot be removed from the work area must be covered and sealed with polythene no less than 500 gauge.
- 3.3 Protect nearby surfaces from contamination (using polythene no less than 500 gauge, timber and tape). Polythene sheeting must be adequately supported throughout.
- 3.4 Warning and prohibition notices must be displayed outside all areas and access to work areas restricted both in properties and common areas.

4.0 – GENERAL REQUIREMENTS

- 4.1 ACM's will be removed by persons over the age of 18 years who have been instructed in correct working procedures and who are wearing the specified respirator and protective clothing. All notifications to the HSE for notifiable removals to be made by the Contractor and copied to the Employer.
- 4.2 During the implementation phase of the contract, the Removal Contractor (Contractor) will agree with the Employer an appropriate work plan for all routine / ACM removal task, encapsulation, repair or an equivalent provision.
- 4.3 This work plan is to include in each case agreed relevant criteria, Risk Assessments, Method Statements, terms of reference (TOR), control measures, and general method of working which are then to be employed as 'overarching' pre-agreed work plans.
- 4.4 The Contractor is to provide the following information to the Employer in respect of each ACM removal task, encapsulation, repair or equivalent provision performed within 3 working days for non-notifiable works:
 - Formal HSE notification: category as appropriate (either full 14 day notice for fully licensable work or notifiable non-licensed work [NNLW]).
 - Plan or work including Method Statement (MS) and Risk Assessment (RA) particular to that task.
 - All asbestos material consignment notes arising upon completion.
 - Certification in respect of full four stage clearance procedure, or air-reassurance testing / reoccupation certification equivalent dependent upon the category or work undertaken.
 - Confirmation of all ACMs individually encapsulated or removed in sufficient detail to enable the Contract Administration Team to update the asbestos register.
- 4.5 Provide a 24 hour emergency response within 2 hours of receiving the call.

5.0 – REMOVALS

- 5.1 All safeguards outlined in HSG 247 that are necessary for the safe removal of asbestos must be maintained. Exposure must be reduced to the lowest level reasonably practicable by suitable systems of work. These must include but not be limited to:
- Working methods which minimise breakage, abrasion, matching or cutting of asbestos materials.
 - Clear indication of areas being worked in.
 - Dust suppression by the use of wetting the work area.
- 5.2 On completion of asbestos removal the entire area must be thoroughly decontaminated using high efficiency type H vacuum cleaners approved for use in asbestos removal. Brushes must not be used.
- 5.3 All asbestos waste must be double bagged with 1,000 gauge polythene sheeting, sealed with duct tape and marked with asbestos warning stickers. If not transferring the waste directly to an appointed licensed land fill site it should be transferred to a suitable steel skip with a lockable steel lid which will be kept locked at all times it is unattended. Appropriate reassurance air testing should be carried where applicable to ensure areas are not contaminated in any way.
- 5.4 The airborne concentration of asbestos during asbestos removal must be less than 0.010 fibres/ml. the airborne concentration asbestos.
- 5.5 Following asbestos removal, the premises must be assessed to determine whether they are thoroughly clean and fit for reoccupation. If this assessment of the workplace is passed as satisfactory, then a certificate of reoccupation is issued.
- 5.6 The contractor is required to undertake a comprehensive photographic survey pre and post of the removal works and of all areas adjacent to the operation.

6.0 – ENCAPSULATION

- 6.1 Encapsulation of asbestos containing materials is anticipated will generally comprise either the provision of a proprietary liquid / brush applied coating, or a physical / mechanical over-covering.
- 6.2 The decision to encapsulate an ACM rather than to remove it will include an options appraisal. Where encapsulation is a viable option, the Contractor will assist the Employer by considering:
- Likely fibre release and exposure levels arising during application of the preferred encapsulation technique.
 - Current / future accessibility of the ACM, the potential for future damage (from impact, or abrasion or future movement).
 - The current condition of the material.
 - The ease / viability of retaining or replacing the ACM with a substitute material with equivalent fire, acoustic and thermal insulation characteristics.
 - Likelihood of subsequent water penetration.
- 6.3 Where encapsulation is agreed the Contractor is to collate and provide to the Employer a comprehensive record of the work proposed and then undertaken which must be sufficient to also update the Employers asbestos register and to re-calculate the ACMs risk assessment score.
- 6.4 The record provided will include a photograph of the encapsulated material before and after work is completed. Where agreed specifically with the Employer the Contractor will provide and apply an appropriate & approved asbestos warning label (as well as detailing the encapsulation product employed and the date of application).
- 6.5 The control measures to be employed in respect of any encapsulation work are anticipated generally replicate those applied to ACM removal tasks, however detailed Risk Assessment (RA), plan of work and associated Method Statements (including control measures specifically proposed) are to be prepared and submitted by the Contractor in all cases for evaluation and approval by the Employer.
- 6.6 Wherever it is anticipated that any asbestos containing material will remain in-situ and with a surface exposed, the Contractor must notify the Employer immediately.
- 6.7 The Contractor will not dismantle / remove any associated enclosure without prior agreement / instruction from the Employer regarding the detailed method of encapsulation to be adopted.
- 6.8 The potential use of PVA as a sealant will only be regarded as a short term / temporary technique and will represent a potential continued risk until a permanent solution is agreed and implemented.
- 6.9 The Contractor must provide details to the Employer regarding the ACM present together with the long-term encapsulation technique employed i.e. elastomeric coating, high build membrane protection, or equivalent approved coating. The Employer will then evaluate the proposal and confirm instruction prior to removal of any associated enclosure.

7.0 HSE WORKS NOTIFICATIONS

- 7.1 The Contractor will be responsible for identifying and submitting to the relevant enforcing authority (Health and Safety Executive, local authorities) under the criteria set out within Regulation 9 of the Control of Asbestos Regulations 2012 (CAR 2012), and related guidance documentation (ACOPL143, etc):
- A notification waiver / cover note in the case of emergency where work needs to commence immediately.
 - A full 14 day notification (form FOD ASB5).
 - Notifiable non-licensed work notification (on-line form ASB NNLW1).
- 7.2 The Removal Contractor is required and will submit electronic copies to the Employer to substantiate that the appropriate form of notification has been issued, within the appropriate period of notice, and to the appropriate regulatory authority.
- 7.3 In situations where the Removal Contractor proposes undertaking 'soft strip' tasks / work in advance of the primary asbestos removal / encapsulation, the start date relevant to the notification, will be the date the 'soft strip' tasks commence. The decontamination unit (DU) is also to be on site and ready to use (fully operational) in advance of commencing the 'soft strip' elements of work.

8.0 – KEEPING RECORDS AND SITE DOCUMENTATION REQUIREMENTS

- 8.1 The Contractor's appointed site manager / supervisor is to be responsible for compiling, maintaining and updating an appropriate document file on site at all times throughout the duration of the work.
- 8.2 This file is to contain copies of all current information recording and including the following (this is not an exhaustive list and must be to the satisfaction of the Employer and ultimately the HSE):
- The instruction / order from the Employer
 - The asbestos survey
 - The specification / schedule of work proposed
 - The Plan of Work (and programme of work)
 - The Method Statement (MS) [including control measures for all ACM related elements]
 - The Risk Assessment (RA)
 - The HSE Licence for Work (under regulation 8 of the CAR 2012)
 - The FOD ASB 5 notification
 - The ASB NNLW1 notification

- The 'Waiver Document' (only to be employed by agreement with the Employer and in cases of emergency)
- Named persons on site
- Any bulk ACM testing certificates
- Any air testing certification undertaken
- The training certificates relevant to those working on site
- The plant/test certificates relevant to the proposed work on site
- The medical certificates relevant to those operatives/ foremen/ Removal Contractor staff working on site
- The Removal Contractors public liability and employer's insurance certificate (current)
- The Removal Contractor's Waste Carriers Registration (or their appointed agent)
- COSHH sheets regarding all products used/ present on site
- All plant, enclosure, and respirator examination/ daily check documentation
- Quantitative face fit test certification for all operatives/ foremen/ Removal Contractor staff on site
- All the Waste Consignment Notes arising
- Re-occupation certificates
- Incident/ accident reports
- Site photographic records

9.0 – DISPOSAL OF ASBESTOS WASTE

- 9.1 All asbestos waste must be disposed of in accordance with The Hazardous Waste Regulations 2005 (as amended).

The asbestos removal contractor will be responsible for ensuring that the carriers' collection certificate is complete in accordance with the Regulations. The Contractor will provide copies of all documentation relating to asbestos removal and disposal to the Employer.

10.0 – INFORMATION TECHNOLOGY & THE ASBESTOS REGISTER

- 10.1 All updates and certifications on all significant changes to properties including but not limited to new builds, refurbishments, major repairs, asbestos removal works and demolitions will be returned to the Employer and/or Asbestos Sampling Contractor for imputing onto the Asbestos Register.
- 10.2 The Removal Contractor, by instruction from FHDC, will undertake removal work based on either Management or R&D surveys reports, carry out work in safe manner with all work and associated advisory notes e.g. consignment notes etc. reported to FHDC and the Asbestos Sampling Contractor in an electronic format e.g. pdf format etc. within a maximum of 3 working days from the works order being raised.
- 10.3 The contractor will be provided with access to a secure web-based Asbestos Register portal with secure password that has access for FHDC and their authorised appointed contractors. This Asbestos Register Portal will be maintained by the Asbestos Survey Contractor.

11.0 – TRAINING OF STAFF

- 11.1 All staff employed by the contractor for any of the works on site must hold the relevant qualification for their post. Certified copies of qualifications and training certificates for all staff employed in the removal and treatment of asbestos are to be deposited with Client. Copies of renewals must be similarly deposited.
- 11.2 The removal contractor shall be expected to provide advice relating to asbestos in regards to the contract standards, technical details and legislation. The Removal Contractor will also be asked to provide half and full day training days to FHDC staff and their appointed contractors to fulfil the requirements of regulation CAR 10.

12.0 – MATERIALS AND SITE STORAGE

- 12.1 If there is a requirement to store materials on site, locations are to be agreed with the Employer in advance. Any such areas agreed, must be used in accordance with COSHH Regulations and the Health and Safety at Work Act.
- 12.2 On occasions controlled storage facilities may be required for resident's possessions In the event of contamination cases.

13.0 – SCAFFOLDING/PLATFORMS AND ACCESS EQUIPMENT

13.1 The Removal Contractor is responsible for the safe erection, work conditions, striking/removal and certification of the scaffolding carried out by themselves or an appointed Scaffolding Company.

14.0 – AUDIT

14.1 The contractor is responsible for robust quality assurance procedures of all works carry out with a minimum of 10% site audit visits. This will include records of site inspections, observations, errors and corrections. A list of sites audited will be presented to the Employer on request. Should there be any defects identified, the appointed Contractor will rectify these defects at their own cost. If the Employer appoints a third party to carry out an audit any defects resulting from that audit are to be rectified by the contractor at their own cost.

15.0 – FHDC EXISTING PARTNERING CONTRACTS

There are no existing partnerships.

16.0 – CONTRACT COMMUNICATIONS

16.1 The essence of the contract is to establish good communications throughout the term of the contract. As a result, the contractor will be expected to contribute the necessary resources and commitment to regular meetings as requested by the Employer. The contractor shall appoint one person to act as the focal point for all communications with FHDC. It is expected that during the first six months of the Contract, daily site meetings, weekly progress and monthly report meeting will be held but the frequency may extend once the Contract and its operation is established.

- Monthly meetings to be minuted, with the contractor compiling a report covering contract progress, budget spends, KPI's etc. sent to the Employer 48hr in advance of the meeting.
- The contractor will attend all such meetings and he is to inform any nominated person or another Sub-contractor when their present is required. The contractor will provide suitable accommodation for such meetings on request from the Employer. All costs are deemed to be included in the pricing Framework.

17.0- LEASEHOLDERS

17.1 The contractor will be required to assist the Client in discharging his duties under section 20 of The Landlord and Tenant act, including the provision of cost breakdowns and attendance at consultation meetings.

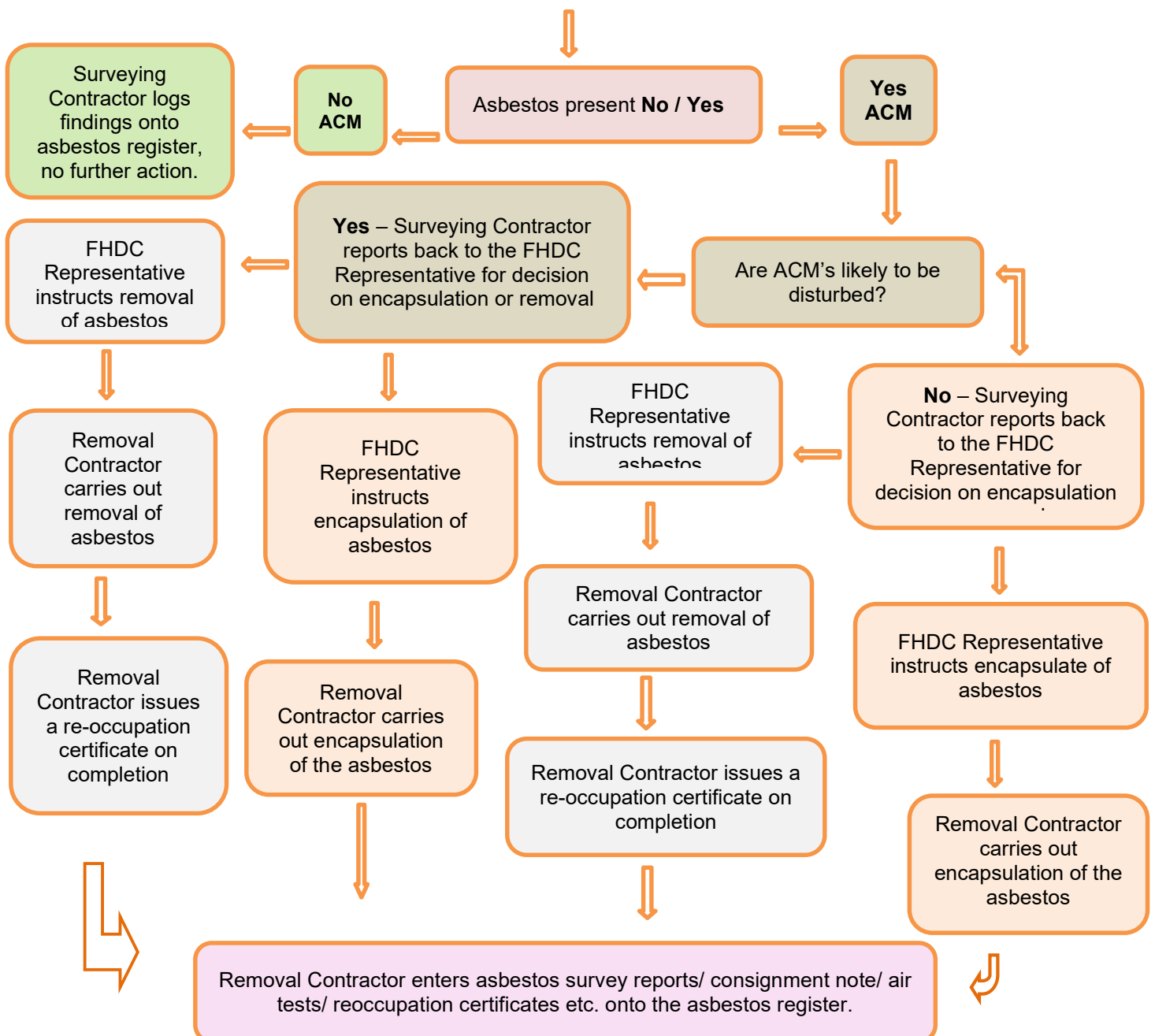
18.0 - EMERGENCY RESPONSE

18.1 The contract is to provide a 24 hour emergency response within two hours of receiving call with a committed team to rectify at the first visit or make safe and return the following day to complete. Where problems of a more major nature occur, the contractor will be expected to escalate his response to ensure that appropriate resources are available as necessary.

ANNEX 1 – ASBESTOS PROCEDURES FLOW CHART

FHDC Compliance Specialist to raise a works order to the Removal Contractor to carry out removals/ encapsulation as per agreed programme of works.
Other FHDC employees or contractors can raise works orders with the knowledge of FHDC Compliance Specialist.

The Removal Contractor is responsible for arranging appointments and liaises with FHDC appointed contractors to undertake works for void, planned programmes & day to day repair. The works are to be completed in the time scales set out within the contract. Areas sampled will have been labelled and presumed asbestos until the test results are known. The Removal Contractor must carry out the works in accordance with asbestos legislation.



ANNEX 2 - COMMUNICATIONS

The tender rates must include for all means of providing effective and regular communication to residents and leaseholders affected by the works.

This will take the form of letters, newsletters, etc. sent to residents and leaseholders in advance of commencement, during and following the completion of works in their specific blocks and properties. This must include:

- An approval process for all letters and communication process for the duration of the contract between the Contractor and FHDC
- Agreement for covering or contributing towards costs of communication – especially when project delays occur

In addition:

- The Contractor must provide an “Asbestos in the Home” Leaflet to all residents on completion of the works. The leaflet is to provide a summary of information about asbestos, explaining where it is found, why it may be a problem and how to help avoid the potential risks associated with asbestos. It must be easily understandable including written in Plain English and the use of clear diagrams, etc is encouraged. The final format and content shall need to be approved by FHDC in advance of issue.
- Making sure that the FHDC Contractor Code of Conduct applies to contracted and sub contracted staff which ensures:
- Contractor customer service standards align to FHDC’s standards during the project
- all staff wear branded uniforms and carry ID badges
- all vans used by Contractors to include where possible, branded graphics which include joint logos of FHDC and the Contractor. Where this is not possible for vans, we require a laminated sign to be on the dashboards of vehicles, with information of who the Contractor is and the purpose of their work and contact number
- correct signage is used on storage units, temporary sites, scaffolding, hoarding which inform of the Contractor on site, description of the project, logo and contacts including contact in case of emergency
- external advertising / signage on wider building / work sites is used during works (portable display signage for smaller scale works to project noticeboards with photos/info/contact numbers for larger works)
- Provide a communications point of contact – the person involved in coordinating the communications for the contract period.
- Working with FHDC to respond to press enquiries, social media posts and complaints that the Contractor may be involved with.
- Providing Logos, photos and regular updates that FHDC can use for asbestos awareness through their website, publications and social media

- Knowing, supporting and assisting the tasks set out in FHDC's Communication Strategy and our Resident/ Leaseholders Involvement Strategy
- Where appropriate the Contractor will be expected to attend resident meetings, at the request of FHDC, for which these may be outside normal working hours

Resident Liaison Officer

- When instructed by the Contracts Administrator, the Contractor must include a Resident Liaison Officer (RLO) function dedicated to this Contract within the tender rates. This function will be expected to provide excellent customer care for residents and leaseholders (e.g. organising appointments with residents; dealing with enquiries; complaints, etc.; obtaining customer satisfaction feedback, etc.). The RLO function must be contactable at all times by phone and email during normal working hours and provide effective means of being contacted out-of-hours

Customer Satisfaction

- Customer Satisfaction shall be measured for all completed works using FHDC KPI's. The format of the questionnaires shall be agreed with FHDC and may be subject to change over duration of the Contract. The residents must complete the questionnaires independently of the Contractor being in attendance.
- Means of issuing, collating and reporting to be agreed with the Contractor but shall be one of the following options:
 - 1 – Contractor issue hard copies to residents; posted back to Contractor for data entry into online reporting tool (Survey Monkey) provided by FHDC
 - 2 – Contractor collect mobile phone details from residents; provide to FHDC; FHDC text the survey to resident to complete (online surveys automatically recorded in Survey Monkey)
 3. – Contractor to give out hard copy surveys to resident not online; Contractor collect and manually input to Survey Monkey and collect mobile phone numbers of those online for FHDC to send surveys to (online surveys automatically recorded in Survey Monkey)

Sub-Contractors

- The Contractors shall not without the consent in writing of the Employer and then only to such firm or firms to whom the Employer shall not object. sub-let as piece or task work, or otherwise, or make a sub-contract for the execution of the works or any part thereof except for the supply of materials and the Contractor shall not, without like sanction, assign this Contract or any part thereof. Any agreed Sub-Contractor must follow the terms of the contract and the lines of communication.

ANNEX 3 – KEY PERFORMANCE INDICATORS

KPI 1: RESIDENT SATISFACTION

Purpose	To determine the overall level of resident satisfaction.
Definitions	How satisfied the resident was with the completed work, the level of information received, the level of service and the helpfulness of personnel.
Method	For all works completed in a specific period, carry out a survey to determine the level of resident satisfaction using an agreed questionnaire. Performance Data: $\frac{\text{Number of Satisfied Responses}}{\text{Total Number of Responses}} \times 100$
Example	During a prescribed time period, using the agreed questionnaire, 50 residents expressed some overall satisfaction out of 70 responses received Performance Data: $\frac{50 \text{ Satisfied Responses}}{70 \text{ Responses}} \times 100 = \underline{71\%}$
Target	98%

KPI 2: APPOINTMENTS KEPT

Purpose	To determine the level of no appointments kept by the contractor.
Definitions	This will record the number of properties where appointments kept by the contractor to complete the work within the specified period within the contract.
Method	Use the total number of properties attempted to visit and the total number of properties unable to gain entry of the specified period. Performance Data: $\frac{\text{Number no Access/Entry}}{\text{Total Number Attempted}} \times 100$
Example	To cover a prescribed time period, 50 properties attempted to visit and 2 no entry. Performance Data: $\frac{2 \text{ no entry}}{50 \text{ properties}} \times 100 = \underline{4\%}$

Target 98%

KPI 3: ACHIEVING PROGRAMME

Purpose To measure whether the programme is on target to deliver in accordance with present deadlines.

Definitions The difference between how far along the programme of works should be and where it actually is.

Method Using the number of properties actually completed within the specified time period and the number of properties due to be completed at this stage in the programme.

Performance Data:

Number actually completed.

Number due to be completed at this stage in the programme.

Then x 100

Example The number of properties actually completed this month was 45 the number due to be completed in order to represent 10% audit was 49.

Performance data:

45 actually completed x 100 = **91.84%**

49 due to be completed

Target 98%

KPI 4: PROVISION OF INFORMATION

Purpose	To determine whether documentation, certification and any other requested information is provided in line with agreed deadlines.
Definitions	Pass or fail response which determines whether information was provided on time or in a timely manner by the contractor. Information includes but is not limited to uploading documentation KPI and legislative updates. Exact definition of 'information' to be defined by the Employer.
Method	Using a pass or fail system the client is to determine whether the information provided by the contractor was provided in a timely manner, inline with specified deadlines and in a suitable format. Performance Data: Failure to provide information = 0% Suitable provision of information = 100%
Target	98%

KPI 5: DEFECTS – RECORDED AT INSPECTION (QA Processes/Results)

Purpose	To determine the quality of works at inspection carried out by the client nominated person.
Definitions	<p>The number of failed quality inspections expressed as a percentage of the total number of inspections carried out.</p> <p>Defects shall be defined as items of work that do not allow the items of work to function and/or that do not comply with the specification. This includes outstanding snagging items and minor defects. These items shall cause the property to fail the inspection. Examples: making good, reinstatement etc.</p>
Method	<p>For all works carried out during the month, ascertain the number of failed quality inspections, and the total number of inspections.</p> <p>Performance Data:</p> $\text{Performance (\%)} = \frac{\text{quality/defects} - \text{inspections}}{\text{Number of Failed Inspections}} \times 100$ <p style="text-align: center;">Total number of Inspections</p> <p><i>Nb. Where a work is inspected more than once due to failure of original repair works, the subsequent inspections shall not be counted</i></p>
Example	<p>During a quarterly period, 8 completed dwellings failed a quality inspection out of a total of 100 dwelling inspected.</p> <p>Performance Data:</p> $\frac{8 \text{ Inspection Failures}}{100 \text{ Inspections}} \times 100 = 8\% \text{ Defects}$ <p>Performance Score:</p> $100 - 8 = \underline{\underline{92\%}}$
Target	100%

APPENDIX B



Folkestone & Hythe District Council

Measured Term Contract for

Asbestos Surveys and Sample Testing

and Asbestos Removal Works

Schedule of Rates

APPENDIX B

SCHEDULE OF RATES

TENDER SUMMARY

Lot 1 SURVEY Tender Total (annualised)	Lot 2 REMOVALS Tender Total (annualised)	Lot 3 COMBINED Tender Total (annualised)	Please complete the SoR sheets for each lot you are bidding for. If you are not bidding for a lot, delete the figure(s) in the corresponding column(s) of this table.
██████████	██████████	██████████	

The figures below are provided for your information based on the budget for the financial year 2024/25 and historic spend. Budgets for years 2 to 5 are not yet confirmed and may be varied at a later date.

BUDGET	Year 1	Year 2	Year 3	Year 4 (extended)	Year5 (extended)	5yr total
Lot 1 SURVEY Estimated Contract Value	£68,420.00	£68,420.00	£34,210.00	£34,210.00	£34,210.00	£239,470.00
Lot 2 REMOVALS Estimated Contract Value	£131,580.00	£131,580.00	£65,790.00	£65,790.00	£65,790.00	£460,530.00
Lot 3 COMBINED Estimated Contract Value	£200,000.00	£200,000.00	£100,000.00	£100,000.00	£100,000.00	£700,000.00

Lot 1

Schedule of Rates Asbestos Surveys and Testing Works

The scope of works will be subject to the Contract Administrators instructions.

Quantities given in this Schedule are estimated only and not guaranteed.

All asbestos surveys - sampling & testing will be valued in accordance with this Schedule and the Contractors tendered percentage adjustment.

All work to be carried out in compliance with CAR and Health & Safety Regulations

Employer holds the right to add additional Schedule of Rate codes (SOR) based on materials/ labour/ overheads and profit margin.

Rates associated with the cost of works shall be fully inclusive of materials and plant as necessary to carry out and action the works described.

SURVEYS

MANAGEMENT SURVEY INCLUDING A REFURBISHMENT & DEMOLITION SURVEY

Price is deemed to be inclusive of all samples and uploading, plans and photographs to be included in the report as well as being entered onto database and provision of recommendations to Client

**PLEASE
COMPLETE
THIS COLUMN**

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)	Adjusted Rate Subtotals
1	Asbestos Works - Survey	Combined Survey	Conduct a Management Survey of the property including a Refurbishment and Demolition Survey to the rooms / areas to be worked upon to a flat, maisonette or house of any size (Occupied or Void) to UKAS 17020 standard. Price is deemed to be inclusive of all samples and uploading of plans and photographs to be included in a report, together with recommendations. Information is also to be uploaded to an online asbestos register and made available / maintained for client use.	105	Item	£ 120.00	█%	£ █	£ █

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)	Adjusted Rate Subtotals
2	Asbestos Works - Survey	Management Survey	Conduct a Management Survey to a flat, maisonette or house of any size (Occupied or Void) to UKAS 17020 standard. Price is deemed to be inclusive of all samples and uploading of plans and photographs to be included in a report, together with recommendations. Information is also to be uploaded to an online asbestos register and made available / maintained for client use.	60	Item	£ 120.00	█%	£ █	£ █
3	Asbestos Works - Survey	Refurbishment & Demolition Survey	Conduct a Refurbishment / Demolition Survey to a flat, maisonette or house of any size (Occupied or Void) to UKAS 17020 standard. Price is deemed to be inclusive of all samples and uploading of plans and photographs to be included in a report, together with recommendations. Information is also to be uploaded to an online asbestos register and made available / maintained for client use.	60	Item	£ 120.00	█%	£ █	£ █
4	Asbestos Works - Survey	Management Survey to Common Area	Conduct a Management Survey to common area, to UKAS 17020 standard. Price is deemed to be inclusive of all samples and uploading of plans and photographs to be included in a report, together with recommendations. Information is also to be uploaded to an online asbestos register and made available / maintained for client use.	60	Item	£ 90.00	█%	£ █	£ █

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)	Adjusted Rate Subtotals
5	Asbestos Works - Survey	Refurbishment & Demolition Survey - Common Area	Conduct a Refurbishment / Demolition Survey to a common area, to UKAS 17020 standard. Price is deemed to be inclusive of all samples and uploading of plans and photographs to be included in a report, together with recommendations. Information is also to be uploaded to an online asbestos register and made available / maintained for client use.	105	Item	£ 90.00	█%	£ █	£ █
6	Asbestos reviews	Asbestos survey review	Conduct a visual inspection of the building against the asbestos survey report, review amend and reissue if necessary.	30	Item	£ 50.00	█%	£ █	£ █
7	Conditional checks	Conditional report	Conduct an inspection of known asbestos and report of any determination	30	Item	£ 600.00	█%	£ █	£ █
8	Training Service	Must hold P402 minimum 4 years experience	Provision for full day training session	0	Item	£ 150.00	█%	£ █	£ -
9	Training Service	Must hold P402 minimum 4 years experience	Provision for half day training session	0	Item	£ 250.00	█%	£ █	£ -

Lot 1 Survey Works Subtotal									£ █
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Lot 1

Schedule of Rates Asbestos Surveys and Testing Rates and +% Margin

THESE RATES WILL NOT BE INCLUDED IN THE EVALUATION

The scope of works will be subject to the Contract Administrators instructions.

All asbestos surveys - sampling & testing will be valued in accordance with this Schedule and the Contractors tendered percentage adjustment.

All work to be carried out in compliance with CAR and Health & Safety Regulations

Employer holds the right to add additional Schedule of Rate codes (SOR) based on materials/ labour/ overheads and profit margin.

Rates associated with the cost of works shall be fully inclusive of materials and plant as necessary to carry out and action the works described.

SURVEYS								
MANAGEMENT SURVEY INCLUDING A REFURBISHMENT & DEMOLITION SURVEY								
Price is deemed to be inclusive of all samples and uploading, plans and photographs to be included in the report as well as being entered onto database and provision of recommendations to Client								
SPECIALISTS / DAYWORKS							PLEASE COMPLETE THIS COLUMN	
Item	Type		Content	QTY	Item	Base Rate	% Adjustment (+/-)	Adjusted Rate (£)
10	Principle	Must hold W504 or equivalent and have more then 10 years experience		1	hour	£ 60.00	█%	£ █
11	Senior	Minimum 6 years experience		1	hour	£ 42.00	█%	£ █
12	Surveyor	Must hold P402 minimum 4 years experience		1	hour	£ 42.00	█%	£ █
13	Analyst	Must hold P403 & P404		1	hour	£ 42.00	█%	£ █
14	Asbestos Supervisor	Asbestos Supervisor		1	hour	£ 42.00	█%	£ █

Item	Type		Content	QTY	Item	Base Rate	% Adjustment (+/-)	Adjusted Rate (£)
15	Asbestos Operative	Asbestos operative		1	hour	£ 36.00	█%	£ █
16	Residents liaison office	Must have two years experience/ knowledge of asbestos		1	hour	£ 30.00	█%	£ █
17	Tower / Platform Scaffolding	Must be NASC accredited	All Access to and including Ground & First Floor is included in the rates. In accordance with Working at Height Regulations 2005	1	Item	£ 250.00	█%	£ █
18	Scaffolding / Towers	Must be NASC accredited	This is for 2nd storey and over. To erect and dismantle access and working platform including edges and safety rails etc. in accordance with Working at Height Regulations 2005	1	m2	£ 15.00	█%	£ █
19	Asbestos Register	Web based portal	Downloading asbestos survey reports/ air tests/ consignment notes etc. generated through existing data cleansing.	1	Item	£ 3.00	█%	£ █

To create a new schedule of rate (SOR) a recognised industry third party can be used or a calculation denoted below. The excepted path is to be agreed by both parties.							overheads / profit margin %
83	Calculation for adding a new SOR code.	Pricing mechanism based on materials & labour ("Cost").	Enter percentage value to cover overheads and profit margin. The percentage will be added to the material and labour cost to determine the value of the new SOR code. On request the contractor is to provide invoice/ receipts for materials.	1	Item	n/a	█%

Lot 2

Schedule of Rates Asbestos Removals Works

The scope of works will be subject to the Contract Administrators instructions.

Quantities given in this Schedule are estimated only and not guaranteed.

All works will be valued in accordance with this Schedule and the Contractors tendered percentage adjustment.

All work to be carried out in compliance with CAR and Health & Safety Regulations

Employer holds the right to add additional Schedule of Rate codes (SOR) based on materials/ labour/ overheads and profit margin.

Rates associated with the cost of works shall be fully inclusive of materials and plant as necessary to carry out and action the works described.

Disposal shall mean, all necessary works for full and compliant disposal of materials occasioned by the works, including temporary on site storage and subsequent transportation to licensed and approved disposal point (including all certification required under this contract)

REMOVAL ASBESTOS INSULATION BOARD							PLEASE COMPLETE THIS COLUMN		
Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)	Adjusted Rate Subtotals
1	Asbestos Works Removal	Asbestos Insulation Boards	Asbestos Insulation Boards under 5 m2 (inclusive of HSE notification, all control measures including enclosure, negative pressure, decontamination unit, plant, equipment and labour). Excluding air test. Including access.	12	Item	£ 1,090.00	█%	£ █	£ █
2	Asbestos Works Removal	Door containing Asbestos Insulation Board / with AIB Panel	Door containing Asbestos/with Asbestos Insulation Board Panel	12	Item	£ 117.00	█%	£ █	£ █
3	Asbestos Works Removal	Loft hatch containing Asbestos / with AIB Panel	Loft hatch containing Asbestos/with Asbestos Insulation Board Panel	5	Item	£ 97.00	█%	£ █	£ █
4	Asbestos Works Removal	Asbestos Insulation Board Shelf	Asbestos Insulation Board to any size shelf	12	Item	£ 45.00	█%	£ █	£ █

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)	Adjusted Rate Subtotals
5	Asbestos Works Removal	Asbestos insulation board soffit	Remove any type of asbestos insulation board soffit including all fittings 0-5 linear metres (inclusive of HSE notification, all control measures including enclosure, negative pressure, decontamination unit, plant, equipment and labour). Excluding air test. Including access.	25	Item	£ 800.00	█%	£ █	£ █
REMOVAL ASBESTOS CONTAINING MATERIALS							PLEASE COMPLETE THIS COLUMN		
6	Asbestos Works Removal	Asbestos containing internal floor tiles and/or roof promenade tiles	Remove asbestos containing Floor Tiles (excluding bitumen adhesive) - assuming an area no larger than 36m2	12	m2	£ 27.00	█%	£ █	£ █
7	Asbestos Works Removal	Sprayed Asbestos	Remove sprayed asbestos from wall or ceiling surfaces under 1m2 (inclusive of HSE notification, all control measures including enclosure, negative pressure, decontamination unit, plant, equipment and labour). Excluding air test	5	Item	£ 700.00	█%	£ █	£ █
8	Asbestos Works Removal	Sprayed Asbestos	Remove sprayed asbestos from wall or ceiling surfaces between 1 - 5 m2 (inclusive of HSE notification, all control measures including enclosure, negative pressure, decontamination unit, plant, equipment and labour). Excluding air test	3	m2	£ 950.00	█%	£ █	£ █
9	Asbestos Works Removal	Pipe Insulation	Remove Pipe Insulation not exceeding 75mm diameter up to 5m, (inclusive of HSE notification, all control measures including enclosure, negative pressure, decontamination unit, plant, equipment and labour). Excluding air test and labour.	25	m	£ 90.00	█%	£ █	£ █

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)	Adjusted Rate Subtotals
10	Asbestos Works Removal	Asbestos containing walls/ceiling	Remove Textured coating from Walls/ceiling under 5 m2 (solid Surface)	25	Item	£ 372.00	█%	£ █	£ █
11	Asbestos Works Removal	Asbestos containing walls/ceiling	Remove Textured coating from Walls/ceiling exceeding 5 m2 (together with assumed contaminated plasterboard)	25	m2	£ 242.00	█%	£ █	£ █
12	Asbestos Works Removal	Asbestos containing walls/ceiling	Remove Textured coating from Walls/ceiling (solid Surface) over 5 m2	5	m2	£ 60.00	█%	£ █	£ █
13	Asbestos Works Removal	Asbestos containing Sink Pads	Remove asbestos containing Sink Pad and sink where applicable	5	Item	£ 87.00	█%	£ █	£ █
14	Asbestos Works Removal	Asbestos containing Cistern to Toilet	Remove asbestos containing toilet cistern. Disconnection by others	5	Item	£ 87.00	█%	£ █	£ █
15	Asbestos Works Removal	Asbestos containing Cold Water Tank	Remove any size asbestos containing cold water storage tank, cistern or similar	25	Item	£ 157.00	█%	£ █	£ █
16	Asbestos Works Removal	Asbestos containing bath panel	Remove any size asbestos containing bath panel	25	Item	£ 87.00	█%	£ █	£ █
17	Asbestos Works Removal	Asbestos containing access panel	Remove any size asbestos containing access panel not exceeding 1m2	8	Item	£ 87.00	█%	£ █	£ █
18	Asbestos Works Removal	Asbestos containing access panel	Remove any size asbestos containing access panel exceeding 1m2	25	m2	£87	█%	£ █	£ █
19	Asbestos Works Removal	Storage Heater / Appliance: small	Remove electric storage heater / boiler / appliance with internal asbestos components : small (up to 40 kg) Disconnection by others	25	Item	£ 100.00	█%	£ █	£ █
20	Asbestos Works Removal	Storage Heater / Appliance: medium	Remove electric storage heater / boiler / appliance with internal asbestos components : medium (40 kg - 100kg) Disconnection by others	8	Item	£ 150.00	█%	£ █	£ █
21	Asbestos Works Removal	Storage Heater / Appliance: large	Remove electric storage heater / boiler / appliance with internal asbestos components : large (above 100kg) Disconnection by others	5	Item	£ 200.00	█%	£ █	£ █
22	Asbestos Works Removal	Asbestos containing garage	Remove any type of pre-fabricated asbestos cement garage (single) complete	5	Item	£ 800.00	█%	£ █	£ █

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)	Adjusted Rate Subtotals
23	Asbestos Works Removal	Asbestos containing roof felt	Remove any type of asbestos roof felt not exceeding 5m2	5	Item	£ 100.00	█%	£ █	£ █
OTHER WORKS							PLEASE COMPLETE THIS COLUMN		
24	Asbestos Works Builders Work	Enabling works	Works associated with drilling into Non licensed materials in order to facilitate works for other trades - (per property up to 10 holes)	25	Item	£ 120.00	█%	£ █	£ █
25	Asbestos Works Builders Work	Enabling works	Works associated with drilling into Non licensed materials in order to facilitate works for other trades - (each hole exceeding 11 holes)	25	Item	£ 7.00	█%	£ █	£ █
26	Asbestos Works Air Test	Air Monitoring Test	To Carry out air monitoring and visual inspections, clearance air testing, re-assurance air testing and visual inspection, leakage and background testing and reoccupation certification etc. in accordance with ISO17025. This will be via a UKAS accredited independent analyst	12	Item	£ 280.00	█%	£ █	£ █
27	Asbestos Works Environmental Clean	Environmental Clean	Environmental clean of unboarded loft space approx. 50m2. To include removal and disposal of glass fibre insulation. No allowance for stored items (where relevant this should be inclusive of HSE notification, all control measures including enclosure, negative pressure, decontamination unit, plant, equipment and labour). Excludes air test	8	Item	£ 1,200.00	█%	£ █	£ █
28	Asbestos Works Encapsulation	Asbestos Encapsulation	Make good surface defects and apply appropriate seal to encapsulate boarded, panelled or textured surface (Non licensed work)	25	m2	£ 35.00	█%	£ █	£ █
29	Collection of bags of asbestos waste	Asbestos removals	Double wrap asbestos waste debris: examples roofing sheets, down pipes, guttering, toilet cisterns, floor tile etc. that has been left on site (between 1 and 5 bags)	25	Item	£ 150.00	█%	£ █	£ █

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)	Adjusted Rate Subtotals
30	Asbestos Works Environmental Clean	Full Decontamination	Under fully 'controlled' conditions carry out full decontamination of floor, walls, ceilings, fixtures and fittings to a room. On completion issue a reoccupation certificate. Based upon a room of 36m2	25	m2	£ 60.00	█%	£ █	£ █
31	Asbestos Works Environmental Clean	Background, Leak, Personal and reassurance test	Carry our prior to asbestos removal/ remedial works.	12	Item	£ 75.00	█%	£ █	£ █
32	Asbestos Works Environmental Clean	Reassurance air testing and visual inspection	Carried out on the report of disturbance of ACM.	12	Item	£ 75.00	█%	£ █	£ █
33	Asbestos Works Encapsulation	Asbestos Encapsulation	Make good surface defects and apply appropriate seal to encapsulated board, panel or textured surface - price per 10m2 (non licensed work) - with Overboarding	12	Item	£ 800.00	█%	£ █	£ █
34	Asbestos Works Encapsulation	Asbestos Encapsulation	Make good surface defects and apply appropriate seal to encapsulated board, panel or textured surface - price per 10m2 (non licensed work) - with painting ET150	12	Item	£ 800.00	█%	£ █	£ █

Lot 2 Removal Works Subtotal									£ █
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Lot 2

Schedule of Rates Asbestos Rates and +% Margin

THESE RATES WILL NOT BE INCLUDED IN THE EVALUATION

The scope of works will be subject to the Contract Administrators instructions.

All asbestos removals will be valued in accordance with this Schedule and the Contractors tendered percentage adjustment.

All work to be carried out in compliance with CAR and Health & Safety Regulations

Employer holds the right to add additional Schedule of Rate codes (SOR) based on materials/ labour/ overheads and profit margin.

Rates associated with the cost of works shall be fully inclusive of materials and plant as necessary to carry out and action the works described.

Disposal shall mean, all necessary works for full and compliant disposal of materials occasioned by the works, including temporary on site storage and subsequent transportation to licensed and approved disposal point (including all certification required under this contract)

SPECIALISTS / DAYWORKS							PLEASE COMPLETE THIS COLUMN	
Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)
REMOVAL ASBESTOS INSULATION BOARD								
25	Asbestos Works Removal	Asbestos Insulation Board	As per item 1 - Asbestos Insulation Boards exceeding 5m2	1	m2	£ 100.00	█%	£ █
26	Asbestos Works Removal	Asbestos insulation board soffit	As for item 5. Remove any type of asbestos insulation board soffit including all fittings exceeding 5 linear metres	1	m	£ 400.00	█%	£ █

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)
REMOVAL ASBESTOS CONTAINING MATERIALS								
27	Asbestos Works Removal	Sprayed Asbestos	Remove sprayed asbestos from wall or ceiling surfaces exceeding 5m2 (inclusive of HSE notification, all control measures including enclosure, negative pressure, decontamination unit, plant, equipment and labour). Excluding air test	1	m2	£ 55.00	█%	£ █
28	Asbestos Works Removal	Pipe Insulation	Remove Pipe Insulation between 75-150mm diameter, (inclusive of HSE notification, all control measures including enclosure, negative pressure, decontamination unit, plant, equipment, air test and labour.	1	m	£ 100.00	█%	£ █
29	Asbestos Works Removal	Asbestos containing walls/ceiling	Remove Textured coating from Walls/ceiling (solid Surface) exceeding 5 m2	1	m2	£ 30.00	█%	£ █
30	Asbestos Works Removal	Asbestos containing gutters	Removed any size asbestos cement gutters including all fittings. Access not included	1	m	£ 30.00	█%	£ █
31	Asbestos Works Removal	Asbestos containing downpipes	Remove any size asbestos cement downpipe including all fittings. Access not included	1	m	£ 33.00	█%	£ █
32	Asbestos Works Removal	Asbestos containing sheet roofing	Remove any type of asbestos cement sheet roofing including all fittings. Access not included	1	m2	£ 40.00	█%	£ █
33	Asbestos Works Removal	Asbestos containing soffit	Remove any type of asbestos cement soffit including all fittings. Access not included	1	m	£ 38.00	█%	£ █
34	Asbestos Works Removal	Asbestos containing roof slates	Remove any type of asbestos cement roof slates including all fittings. Access not included	1	m2	£ 50.00	█%	£ █

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)
35	Asbestos Works Removal	Asbestos containing flue pipe	Remove any type of asbestos cement flue pipe including all fittings. Access not included	1	m	£ 95.00	█%	£ █
36	Asbestos Works Removal	Asbestos containing roof felt	Remove any type of asbestos roof felt exceeding 5m2	1	m2	£ 10.00	█%	£ █
OTHER WORKS								
37	Collection of bags of asbestos waste	Asbestos removals	Double wrapped asbestos waste debris: examples roofing sheets, down pipes, guttering, toilet cisterns, floor tile etc. that has been left on site (every additional bag over 6)	1	Item	£ 30.00	█%	£ █
SPECIALISTS / DAYWORKS								
38	Analyst	Must hold P403 & P404		1	hour	£ 42.00	█%	£ █
39	Asbestos Supervisor	Asbestos Supervisor		1	hour	£ 42.00	█%	£ █
40	Asbestos Operative	Asbestos operative		1	hour	£ 36.00	█%	£ █
41	Residents liaison office	Must have a two years experience/ knowledge of asbestos		1	hour	£ 30.00	█%	£ █
42	Tower / Platform Scaffolding	Must be NASC accredited	All Access to and including Ground & First Floor is included in the rates. In accordance with Working at Height Regulations 2005	1	Item	£ 250.00	█%	£ █

Number	Description	Type	Content	QTY	Item	Base Rate (£)	% Adjustment (+/-)	Adjusted Rate (£)
43	Scaffolding / Towers	Must be NASC accredited	This is for 2nd storey and over. To erect and dismantle access and working platform including edges and safety rails etc. in accordance with Working at Height Regulations 2005	1	m2	£ 15.00	█%	£ █
44	Emergency Response (within 3 Hours) in and out of hours	Emergency response	To provide on site attendance, make safe any suspected known asbestos containing materials, to include sealing materials, cleaning localised areas (Environmental clean to be priced separately), dispose of any known or suspected materials as asbestos waste.	1	Item	£ 75.00	█%	£ █

To create a new schedule of rate (SOR) a recognised industry third party can be used or a calculation denoted below. The excepted path is to be agreed by both parties.							overheads / profit margin %
83	Calculation for adding a new SOR code.	Pricing mechanism based on materials / labour/ overheads and profit margin.	Enter percentage value to cover overheads and profit margin. The percentage will be added to the material and labour cost to determine the value of the new SOR code. On request the contractor is to provide invoice/ receipts for materials.				█%

APPENDIX C



Folkestone & Hythe District Council

Measured Term Contract for

Asbestos Surveys and Sample Testing

Survey Property Numbers

TYPE	SIZE	NUMBER
HOUSE 1	1 bedroom property	2
HOUSE 2	2 bedroom property	482
HOUSE 3	3 bedroom property	908
HOUSE 4	4 bedroom property	53
HOUSE 5	5 bedroom property	2
FLAT 0 (BEDSIT or GUEST)	0 bedroom property	145
FLAT 1	1 bedroom property	790
FLAT 2	2 bedroom property	430
FLAT 3	3 bedroom property	7
FLAT 4	4 bedroom property	1
MAISONETTE 1	1 bedroom property	1
MAISONETTE 2	2 bedroom property	126
MAISONETTE 3	3 bedroom property	29
BUNGALOWS 1	1 bedroom property	163
BUNGALOWS 2	2 bedroom property	223
BUNGALOWS 3	3 bedroom property	3
TOTAL DOMESTIC	ALL	3365
GARAGES	VOID	120
COMMUNAL BLOCKS	Landlord	104

DOMESTIC ASBESTOS SURVEYS

500 No survey
914 Old survey

COMMUNAL SURVEYS

APRIL	1
MAY	5
JUNE	0
JULY	4
AUG	10
SEPT	20
OCT	36
NOV	6
DEC	7
JAN	2
FEB	5
MARCH	8
TOTAL PER YR	104

APPENDIX D



Folkestone & Hythe District Council

Measured Term Contract for

Asbestos Surveys and Sample Testing

and Asbestos Removal Works

Contractor's Tender

Standard Selection Questionnaire

Part 1: Your information and the bidding model

Section 1		Your information
Question number	Question	Response
1.1(a)	Name (if registered, please give the registered name)	PA Group (UK) Limited
1.1(b) – (i)	Registered address (if applicable) or head office address	Spring Lodge 172 Chester Road Spring Lodge Helsby Cheshire WA6 0AR
1.1(b) – (ii)	Registered website address (<i>if applicable</i>)	www.pagroupuk.com
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Limited Company
1.1(d)	Date of registration (if applicable) or date of formation.	23 May 2007
1.1(e)	Registration number (company, partnership, charity, etc <i>if applicable</i>).	6257126
1.1(f)	Registered VAT number	921945124

1.1(g) – (i)	Are you registered with the appropriate professional or trade register(s) specified for this procurement and as set out in the procurement documents in the country where your organisation is established?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(g) – (ii)	<p>If you responded yes to 1.1(g) - (i), please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide</p> <ul style="list-style-type: none"> - the website address, - issuing body - reference number. 	<p>HSE Asbestos Removal Licence, 082205276</p> <p>UKAS Inspection and Testing, 4265</p> <p>Environmental Agency Waste Carrier Licence, CB/DU149115</p>
1.1(h) – (i)	<p>For procurements for services only, is it a legal requirement in the country where you are established for you to:</p> <ul style="list-style-type: none"> • possess a particular authorisation, OR • be a member of a particular organisation, <p>to provide the requirements specified in this procurement?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
1.1(h) – (ii)	<p>If you responded yes to 1.1(h) - (i), please provide additional details of what is required, confirmation that you have complied with this and, if evidence of compliance is available electronically, please give the website address, issuing body and reference number.</p>	<p>HSE Asbestos Removal Licence, 082205276</p> <p>UKAS Inspection and Testing, 4265</p> <p>Environmental Agency Waste Carrier Licence, CB/DU149115</p>
1.1(j)	<p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> <ul style="list-style-type: none"> a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual 	Not applicable
1.1(k)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

¹ See EC definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

1.1(l)	<p>Details of Persons of Significant Control (PSC)², where appropriate³:</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company; - Which conditions for being a PSC are met; <ul style="list-style-type: none"> o Over 25% up to (and including) 50%, o More than 50% and less than 75%, o 75% or more. <p><i>(Please enter N/A if not applicable)</i></p>	Not applicable
1.1(m)	<p>Details of your immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address - Registration number <i>(if applicable)</i> - Head office VAT number <i>(if applicable)</i> <p><i>(Please enter N/A if not applicable)</i></p>	RSK Environment Limited 65 Sussex Street Glasgow G41 1DX SC115530 918 4760 01
1.1(n)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address - Registration number <i>(if applicable)</i> - Head office VAT number <i>(if applicable)</i> <p><i>(Please enter N/A if not applicable)</i></p>	RSK Group Limited Spring Lodge 172 Chester Road Helsby Cheshire WA6 0AR SC115530 918 4760 01

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance. Overseas bidders are required to provide equivalent information.

³ Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

Please provide the following information about your approach to this procurement:

Section (cont.)	1 Bidding model	
Question number	Question	Response
1.2	<p>If you are bidding as a single supplier please go to Q 1.3.</p> <p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract, or you are a subcontractor), please tell us:</p> <ul style="list-style-type: none"> a) The name of the group/consortium. b) The proposed structure of the group/consortium, including the legal structure where applicable. c) The name of the lead member in the group/consortium. d) Your role in the group/consortium (e.g. lead member, consortium member, subcontractor). e) If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so, which criteria you are relying on them for. 	Single supplier
1.3	<p>If you are proposing to use subcontractors/a supply chain, please provide the details for each one⁴.</p> <ul style="list-style-type: none"> - Name - Registration number - Registered or head office address, - Trading status 	Not applicable

⁴ This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into with that subcontractor for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in PPN 01/18.

	<p>a) Public limited company b) Private limited company c) Limited liability partnership d) Other partnership e) Sole trader f) Third sector g) Other (please specify your trading status)</p> <ul style="list-style-type: none"> - Registered VAT number - SME (Yes/No) - The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables - if known - The approximate % of contractual obligations assigned to each subcontractor, if known <p>Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for? <i>(Please enter N/A if not applicable)</i></p>	
1.4	<p>Lots Where applicable, please tell us which lot(s) you wish to bid for?</p>	<p>Lot 1 : asbestos surveys and testing <input checked="" type="checkbox"/></p> <p>Lot 2 : asbestos removal <input checked="" type="checkbox"/></p> <p>Lot 3 : combined surveys and removal service <input checked="" type="checkbox"/></p>

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2.

Section 2		Grounds for mandatory exclusion
Question number	Question	Response
2.1(a)	<p>Within the past five years, anywhere in the world, have you or any person who:</p> <ul style="list-style-type: none"> • is a member of the supplier's administrative, management or supervisory body; or • has powers of representation, decision or control in the supplier⁵, <p>been convicted of any of the offences within the summary below and listed in full in Annex A?</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Corruption.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Fraud.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.1(b)	If you have answered yes to any part of question 2.1(a), please provide further details, including:	Not applicable

⁵ see Notes for Completion

	<ul style="list-style-type: none"> ● date of conviction and the jurisdiction, ● which of the grounds listed the conviction was for, ● the reasons for conviction, ● the identity of who has been convicted. <p>If the relevant documentation is available electronically, please provide:</p> <ul style="list-style-type: none"> ● the web address, ● issuing authority, ● precise reference of the documents. <p><i>(Please enter N/A if not applicable)</i></p>	
2.1(c)	<p>If you have answered yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input checked="" type="checkbox"/></p>

Section 3		Mandatory and discretionary grounds relating to the payment of taxes and social security contributions
<p>The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out in Annex A, and should be referred to before completing these questions.</p>		
Question number	Question	Response
3.1(a)	<p>Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.</p> <p>If documentation is available electronically please provide:</p> <ul style="list-style-type: none"> ● the web address, ● issuing authority, ● precise reference of the documents 	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
3.1 (b)	<p>If you have answered no to 3.1(a) please provide further details including the following:</p> <ul style="list-style-type: none"> ● Country concerned, ● what is the amount concerned 	Not applicable

	<ul style="list-style-type: none"> • how the breach was established, i.e. through a judicial or administrative decision or by other means. • if the breach has been established through a judicial or administrative decision please provide the date of the decision, • if the breach has been established by other means please specify the means. <p><i>(Please enter N/A if not applicable)</i></p>	
3.2	<p>Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.</p> <p><i>(Please enter N/A if not applicable)</i></p>	Not applicable
<p>Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions</p>		

Section 4		Grounds for Discretionary Exclusion
<p>The detailed grounds for discretionary exclusion of an organisation are set out in Annex A, and should be referred to before completing these questions.</p>		
Question number	Question	Declaration
4.1	<p>Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full in Annex A applied to you?</p>	
4.1(a)	<p>Breach of environmental obligations?</p> <p>To note that environmental law obligations include Health and Safety obligations. See Annex A.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>
4.1(b)	<p>Breach of social law obligations?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>
4.1(c)	<p>Breach of labour law obligations?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>
4.1(d)	<p>Bankruptcy or subject of insolvency?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>

4.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(f)	Distortion of competition?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(g)	Conflict of interest?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(i)	Prior performance issues?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(j)	Do any of the following statements apply to you?	
4.1(j) - (i)	You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(j) - (ii)	You have withheld such information.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(j) –(iii)	You are not able, without delay, to submit documents if/when required under Regulation 59.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(j)-(iv)	You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4.2	<p>You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.</p> <p>If you are a relevant commercial organisation please -</p> <ul style="list-style-type: none"> ● confirm that you have published a statement as required by Section 54 of the Modern Slavery Act. ● confirm that the statement complies with the requirements of Section 54. <p><i>(Please enter N/A if not applicable)</i></p>	Not applicable
4.3	<p>If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self cleaning)</p> <p><i>(Please enter N/A if not applicable)</i></p>	We are below the government threshold for this requirement.

Part 3: Selection Questions

Section 5	Economic and Financial Standing	
Question Number	Question	Response
	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.	
5.1(a)	Is your annual turnover (at the date of the last audited accounts) greater than £400,000 GBP?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5.1(b)	If the audited accounts dated more than 6 months ago, has been any material change in the financial or trading conditions of your organisation?	Yes, material change <input type="checkbox"/> No material change <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
5.1(c)	If your organisation has been trading for fewer than 12 months, is your projected annual turnover greater than £400,000 GBP?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
5.1(d)	<p>Please list which documents you are able to provide:</p> <ul style="list-style-type: none"> - 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. <p>If you cannot provide one of the above, please explain why and list any other financial evidence you can provide.</p>	We can provide all three options.

5.2	<p>Where you are relying on another member of your bidding group/consortium or any subcontractors or other security in order to meet the selection criteria relating to economic and financial standing, please confirm that the relevant person or entity is willing to provide a guarantee or other security if required.</p> <p><i>(Please enter N/A if not applicable)</i></p>	Not applicable
5.3(a)	<p>If you have a parent company are you able to provide documentary evidence of your parent company's economic and financial standing?</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
5.3(b)	<p>If you have a parent company is the parent company willing to provide a guarantee at F&HDC's request?</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
5.4	<p>If you do not have a parent company OR if you responded NO to 5.3(b) will you be able to obtain a guarantee elsewhere (e.g. from a bank)?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input checked="" type="checkbox"/></p>

Section 6	Technical and Professional Ability	
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, to meet the technical and professional ability criteria set out in the procurement documents in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>For consortium bids, or where you have indicated that you are relying on a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/particular member/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member).</p>	

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.

For each contract please provide the following information

If you cannot provide examples see question 6.2.

	Contract 1	Contract 2	Contract 3
Name of customer organisation	Canterbury City Council, Dover District Council, Thanet District Council – Formerly East Kent Housing. Includes Folkstone DC as current incumbent	Ipswich Borough Council (IPC)	West Kent Housing (WKH)
Point of contact in the organisation	██████████	██████████	██████████
Position in the organisation	Contract Manager	Operations Manager for Major Capital Schemes	Contract Officer
E-mail address	██████████	██████████	██████████
Description of contract	Asbestos surveys and remediation as part of managing the four different council's portfolios. Completing in excess of 4,000 surveys of residential dwellings and communal parts and all forms of asbestos removal in the various property types and internal departments, including housing, common areas and projects for planned, reactive, voids and emergency works.	We have been working with IBC for eight years completing surveys and removals on residential and corporate properties. Works include voids and all cyclical works departments, working directly with IBC and also as their default nominated asbestos provider via their supply chain partners, be them Principal Contractors for kitchen and bath, and all other workstreams.	Historically, asbestos surveys to WKH portfolio and for the last three years asbestos removal and reinstatement in housing properties across the West Kent Housings geographic area. Targeted housing schemes works schedules and assisting third party suppliers with works programmes.
Contract Start date	2019	2016	2019

Contract completion date	Ongoing	Ongoing	Ongoing
Estimated contract value	£480k per annum	£ 370k per annum	£220k per annum

6.2	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p> <p><i>(Please enter N/A if not applicable)</i></p>
Not applicable	

6.3	<p>Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s).</p> <p>The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes).</p> <p><i>(Please enter N/A if not applicable)</i></p>
Not applicable	

Section 7		Additional Questions including Project Specific Questions
Question Number	Question	Response
7.1	<p>Insurance</p> <p>Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000 (five million)</p> <p>Public Liability Insurance = £5,000,000 (five million)</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>

	<p>Professional Indemnity Insurance = £2,000,000 (two million)</p> <p>Product Liability Insurance = £1,000,000 (one million)</p> <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: http://www.hse.gov.uk/pubns/hse39.pdf</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
7.2	Data protection	
7.2(a)	<p>Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects.</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
7.2(b)	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> ● to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ● to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ● to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; ● to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); ● to maintain records of personal data processing activities; and ● to regularly test, assess and evaluate the effectiveness of the above measures. 	



7.3	Health and Safety
7.3(a)	Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). Please use no more than 500 words.

Health and safety is vital, especially in the asbestos industry, a field known for its inherent risks. We have a comprehensive set of arrangements to manage health and safety effectively and control significant risks relevant to our operations. These arrangements comprise of various aspects including risk assessment, training, contractor management, and continuous improvement.

Risk Assessment – We understand the importance of identifying and mitigating risks associated with asbestos. Regular, robust risk assessments are conducted on each project taking into account factors such as the type and condition of ACMs, location and project-specific variables. This allows us to develop tailored risk control measures for every situation.

Expertise and Training – Our staff are the foundation of our safety arrangements. All Surveyors, Analysts, and support staff receive extensive training in asbestos awareness, management, and relevant regulations, including the Control of Asbestos Regulations 2012 (CAR 2012). This ensures our team can handle asbestos-related risks effectively.

Compliance Regulations – We adhere to all regulations and industry standards. Our operations are compliant with CAR 2012, HSE guidelines, and other relevant legislation. We regularly update our practices to stay current with any changes in regulations.

Use of Certified Equipment – Our equipment and tools are certified for use in asbestos surveys. This guarantees accuracy of our assessments and minimises the risk of exposure to harmful fibres.

PPE – The safety of our team is non-negotiable. We ensure all team members have access to, and are trained in, the proper use of PPE, including respirators, gloves, and coveralls.

Contractor Management – We recognise our operations may sometimes involve contractors. We have a stringent selection process for contractors ensuring they also adhere to health and safety standards. Before starting any joint project, we perform a detailed review of their safety policies and practices. We require contractors to follow our safety protocols and guidelines while on our projects.

Emergency Response – In the event of an emergency or incident, we have well-defined response plans in place. These plans cover immediate first aid, evacuation procedures and reporting mechanisms to ensure a swift, coordinated response.

Continuous Improvement – Health and safety is an evolving field and we are committed to continuous improvement. We conduct regular audits to assess our health and safety performance, identify areas for improvement and implement corrective actions. We also encourage feedback from employees and contractors to enhance our practices continually.

Communication – Effective communication is key to maintaining a safe work environment. We maintain open lines of communication with staff, contractors and clients to ensure everyone is aware of potential risks and safety procedures.

In conclusion, we prioritise health and safety in all aspects of our operations. Our thorough arrangements encompass risk assessment, employee training, compliance with regulations, contractor management and continuous improvement. By following these measures, we aim to control significant risks effectively and ensure the well-being of our team, clients, and the general public. Our commitment to safety is strong and we continually strive to exceed industry standards and best practices.

7.3(b)	Not used	
7.4	<p>Payment in Contracts</p> <p>If you intend to use a supply chain for this contract, you must demonstrate you have effective systems in place to ensure a reliable supply chain. This question is focused on exploring your payment systems.</p> <p>If your response to 7.4 (a) below is NO and you do not intend to use a supply chain for this contract, you are not required to complete the subsequent questions.</p>	
7.4(a)	<p>Please confirm if you intend to use a supply chain for this contract (i.e. services that are used wholly or substantially for the purpose of performing or contributing to the performance of the whole or part of the contract)</p> <p><i>NOT SCORED</i></p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If “No” you do not need to complete the rest of this section</p>
7.4(b)	<p>Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e. within your agreed contractual terms.</p> <p><i>PASS/FAIL</i></p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
7.4(c)	<p>Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively.</p> <p>This should include all situations where payments are due; not all payments involve an invoice⁶.</p> <p>You should explain this in the tender documents</p> <p><i>PASS/FAIL</i></p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>

⁶ See PPN 08/21 FAQs.

PUBLIC SECTOR CONTRACTS ONLY – Requirement under the Public Contracts Regulations 2015 (Regulation 113)

7.5

Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30 day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain.

PASS/FAIL

Yes

No

PUBLIC AND PRIVATE SECTOR CONTRACTS		
7.6(a)	<p>Please provide the percentage of invoices⁷ paid by you to those in your immediate supply chain on all contracts for each of the two previous six month reporting periods⁸. This should include the percentage of invoices paid within each of the following categories:</p> <ol style="list-style-type: none"> 1. within 30 days 2. in 31 to 60 days 3. in 61 days or more 4. due but not paid by the last date for payment under agreed contractual terms. <p>It is acceptable to cross refer to information that has previously been submitted to Government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017.</p> <p>If you do wish to cross refer, please provide details and/or insert link(s).</p>	50% within 30 days and 50% within 31-60 days.
7.6(b)	If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why.	Not applicable
7.6(c)	<p>If you are unable to demonstrate that >95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six months reporting periods please provide an action plan for improvement which includes (as a minimum) the following:</p> <ul style="list-style-type: none"> ● Identification of the primary causes of failure to pay: <ul style="list-style-type: none"> ○ 95% of all supply chain invoices within 60 days; and 	Not applicable

⁷ This should include all situations where payments are due; not all payments involve an invoice (see FAQs). You should explain this in the tender documents.

⁸ You should explain in the tender documents what a reporting period is by referring to the BEIS Guidance: <https://www.gov.uk/government/publications/business-payment-practices-and-performance-reporting-requirements>

	<ul style="list-style-type: none"> o if relevant under question 7.6(b), all invoices within agreed terms. ● Actions to address each of these causes. ● A mechanism for and commitment to regular reporting on progress to the bidder’s audit committee (or equivalent). ● A plan signed off by your director ● Plan published on its website (this can be a shorter, summary plan). <p>If you have an existing action plan prepared for a different purpose, it is acceptable to attach this but it should contain the above features</p> <p>Note: if you are required to submit an action plan under question 7.6(c), this action plan must also set out steps to address your payment within agreed terms, in order to achieve a pass for question 7.6 (c).</p>	
<p>7.7</p>	<p>Carbon Reduction</p> <p><i>For information only.</i></p>	
<p>7.7(a)</p>	<p>Please confirm that you have detailed your environmental management measures by completing and publishing a Carbon Reduction Plan which meets the required reporting standard</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Provide a web link (URL): This is not available electronically</p>
<p>7.7(b)</p>	<p>If you do not have a Carbon Reduction Plan, have you measured or estimated your organisation's carbon emissions? If ‘no’ please go to Q 7.7(e).</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input checked="" type="checkbox"/></p>
<p>7.7(c)</p>	<p>Provide an estimated figure for your scope 1 (direct emissions), scope 2 (energy indirect) emissions for your organisation's previous financial year.</p> <p>Guidance on how to calculate this figure can be found online (go to "Small Business User Guide" on gov.uk website)</p>	<p>This is done groupwide by our Parent Company. Please see the attached Sustainability Route Map at Appendix 7.7(c)</p>

7.7(d)	<p>The estimated value of this contract is £700,000.</p> <p>Calculate the estimated contract value as a % of your turnover for the last financial year or your estimated turnover for the current financial year.</p> <p>Apply this percentage to your estimated annual emissions to provide an estimate of the CO2 that will be emitted in the delivery of this contract.</p> <p>(e.g. if the contract value is estimated at 2% of your turnover, what is 2% of your organisation's scope 1 and scope 2 carbon emissions)</p>	<p>This is done groupwide by our Parent Company. Please see the attached Sustainability Route Map at Appendix 7.7(c)</p>
7.7(e)	<p>If the answers to both 7.7(a) and 7.7(b) above are 'No', does your organisation intend to evaluate its carbon emissions and implement carbon reduction initiatives within the next 12 months?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input checked="" type="checkbox"/></p>
7.8	<p>Skills and Apprentices In Contracts</p> <p><i>For information only.</i></p>	
7.8(a)	<p>Please state whether you will be supporting apprenticeships and skills development through this contract.</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
7.8(b)	<p>If 'YES' please set out how you will develop and maintain skills to build a more skilled and productive workforce. Please also provide details of the process in place to ensure that your supply chain supports skills, development and apprenticeships.</p>	
<p>We are committed to developing and maintaining the skills of our workforce to enhance productivity and build a culture of continuous improvement. To achieve this, we have implemented a comprehensive training and development program for our staff. This includes regular training sessions, workshops, and access to relevant industry certifications to ensure our team remain skilled and up-to-date with the latest practices and regulations in the asbestos industry. We also actively promote apprenticeships within our organisation, offering opportunities for individuals to learn and grow in a supportive environment.</p> <p>We also recognise the importance of ensuring our supply chain aligns with our commitment to skills development and apprenticeships. To this end, we have established strict criteria for our suppliers and subcontractors ensuring they share our dedication to workforce development. We actively engage with our supply chain partners building collaboration on apprenticeship schemes and skills enhancement programs. By maintaining this partnership, we aim to create a seamless, integrated approach to skills development and apprenticeships that benefits, not only our workforce, but our entire</p>		

supply chain, ultimately leading to safer asbestos practices and better industry standards.

7.9	Not used	
7.10	Suppliers' Past Performance⁹	
7.10(a)	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7.10(b)	On request can you provide a certificate from those customers on the list?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7.10(c)	If you cannot obtain a certificate from a customer can you explain the reasons why?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
7.10(d)	If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
7.10(e)	Can you supply the information in questions a. to d. above for any subcontractors or consortium members who you are relying upon to perform this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
7.11	Tackling Modern Slavery in Supply Chains¹⁰ <i>For information only.</i>	
7.11(a)	If you are NOT a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 (for example if your turnover is less than £36 million or you do not carry on your business, or part of your business, in the UK), do you have any published statements on modern slavery or other relevant documents containing information of a similar type/level?	Not applicable

⁹ Procurement Policy Note 04/15 Taking Account of Suppliers' Past Performance

¹⁰ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

7.11(b)	<p><i>(Please enter N/A if not applicable)</i></p> <p>if your latest statement is available electronically please provide:</p> <ul style="list-style-type: none"> • the web address, • precise reference of the documents. <p><i>(Please enter N/A if not applicable)</i></p>	Not applicable
7.11(c)	<p>If you have a modern slavery statement or other statement or relevant documents...</p> <p>Any modern slavery statement or other statement or document should contain at least the following information:</p> <ol style="list-style-type: none"> a) the organisation’s structure, its business and its supply chains; b) its policies in relation to slavery and human trafficking; c) its due diligence processes in relation to slavery and human trafficking in its business and supply chains; d) the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk; e) its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate; f) the training and capacity building about slavery and human trafficking available to its staff; or <p>If all of this information is not included in your modern slavery statement or other statement or documents, please provide an explanation as to why not and/or assurances that it will be included before contract award.</p>	Not applicable

7.11(d)	<p><i>(Please enter N/A if not applicable)</i></p> <p>If you do not have a modern slavery statement or other statement or relevant documents 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>	Not applicable
7.11(e)	<p>This question is for information only.</p> <p>Are all of your employees paid at the National Living Wage (NLW)¹¹ or higher?</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>we pay National Living Wage as a minimum to all our employees, including employees under 23 years of age.</p> <p>No <input type="checkbox"/></p> <p>we pay National Minimum Wage to employees under 23 years of age.</p>

Equality & Diversity		
7.12	<p>Does your organisation comply with its legal obligations under the Equality Act 2010, relating to ALL of the protected characteristics as follows?</p> <ul style="list-style-type: none"> - Age - Disability - Gender reassignment - Marriage and civil partnership - Pregnancy and maternity 	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>

¹¹ <http://www.gov.uk/national-minimum-wage-rates>

	<ul style="list-style-type: none"> - Race - Religion or belief - Sex - Sexual orientation <p>Where you are relying on another member of your bidding group/consortium or any subcontractors to provide works, services and/or supplies, please confirm that the relevant entities all comply with their obligations.</p>	
7.13	<p>If in the last three years any finding of unlawful discrimination has been made against your organisation by any court or industrial or employment tribunal (or in comparable proceedings in any jurisdiction other than the UK) ... <i>(please enter N/A if not applicable)</i></p>	Not applicable
7.13(a)	what action were you required to take?	
7.13(b)	What action did you take?	
7.13(c)	Did the action taken satisfy the relevant organisation?	
7.13(d)	<p>If the you did not take the required action, why not?</p> <p><i>You may be excluded if you are unable to demonstrate that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</i></p>	
7.14	Please supply the information in questions a. to d. above for any subcontractors or consortium members who you are relying upon to perform this contract.	Not applicable
7.15	<p>If in the last three years any finding of unlawful discrimination has 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... <i>(please enter N/A if not applicable)</i></p>	Not applicable

7.15(a)	what action were you required to take?	
7.15(b)	What action did you take?	
7.15(c)	Did the action taken satisfy the relevant organisation?	
7.15(d)	If you did not take the required action, why not? <i>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</i>	
7.16	Please supply the information in questions a. to d. above for any subcontractors or consortium members who you are relying upon to perform this contract.	Not applicable
7.17	If you are proposing to use subcontractors , do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>

7.18	Whistleblowing	
7.18(a)	Do you have a Whistleblowing policy in place?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7.18(b)	If you responded NO to 7.18(a) do you agree to have a Whistleblowing policy in place or to adopt the authority's Whistleblowing Protocol ¹² prior to the contract commencement date?	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹² <https://www.folkestone-hythe.gov.uk/downloads/file/4085/whistleblowing-protocol>

Contact details and declaration

We declare that to the best of our knowledge the answers submitted and information contained in this complete document are correct and accurate, including parts 1, 2 and part 3.

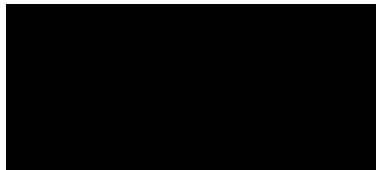
We declare that, upon request and without delay we will provide the certificates and/or documentary evidence referred to in this document except where this documentation can be accessed by the contracting authority via a national database free of charge or the contracting authority already possesses the documentation.

We understand that the information will be used in the selection process to assess my suitability to participate further in this procurement.

We 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.

We are aware of the consequences of serious misrepresentation.

Signature (electronic is acceptable)



Date

1 December 2023

Contact details of those making the declaration	
Question	Response
Contact name	
Name of organisation	PA Group (UK) Limited
Role in organisation	Director
Phone number	
E-mail address	
Postal address	Pinden End Farm, Canada Farm Road, Dartford, Kent DA2 8EA
Signature (<i>electronic is acceptable</i>)	
Date	1 December 2023

Invitation to Tender (ITT)
Supplier Response Document



Asbestos Surveys and Sample Testing

AND

Asbestos Removals

FTS ref 2023/S 000-032195

proContract ref DN686669

November 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

REQUIRED DOCUMENTS

Please also complete and provide:

- Standard Selection Questionnaire (SQ)
- Appendix B – pricing schedule

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.

Full name of the organisation submitting this tender	PA Group (UK) Limited
Registered office address:	Spring Lodge 172 Chester Road Helsby Cheshire WA6 0AR
Company registration or charity registration number	6257126
VAT registration number	921945124
Name of immediate parent company	RSK Environment Limited
Name of ultimate parent company	RSK Group Limited
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:	[REDACTED]
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SECTION 2 – QUALITY/TECHNICAL QUESTIONS

2.1 HEADLINE QUESTIONS

2.1.1 This question is for INFORMATION ONLY. It must however be completed in full.

I am tendering for Lot 1 – Surveys only (Complete Section 2.2 only)	<input checked="" type="checkbox"/>
I am tendering for Lot 2 – Removals only (Complete Section 2.3 only)	<input checked="" type="checkbox"/>
I am tendering for Lot 3 – Surveys & Removals (Complete both section 2.2 and 2.3)	<input checked="" type="checkbox"/>

N.B. If you are tendering for ALL Lots, you must check all 3 boxes and answer both Sections 2.2, 2.3 and 2.4 ONCE.

2.1.2 Please note that these questions are pass/fail (a YES will be a pass, a NO will be a fail).

<p>Lot 1 and Lot 3 – Surveys: Do you hold UKAS 17020 accreditation or equivalent ISO/IEC 17020 accreditation? Provide your Inspection Body Number</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p>
<p>Lot 2 and Lot 3 – Removals: Do you hold a licence from the UK Health & Safety Executive (HSE) to undertake work with Asbestos? Provide your licence number.</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p>

2.2 WEIGHTED QUESTIONS – SURVEYS

These questions must be answered for LOT 1 and LOT 3 only.

Q1. Previous Experience

Lot 1 (10%) – Lot 3 (5%)

Using a similar contract as a case study, detail your organisation’s experience and the experience of key personnel in delivering an asbestos surveys and testing service in a residential or housing setting.

You may use one of the examples given in your Standard Selection Questionnaire (SQ) or another.

The example contract must be for carrying out asbestos surveying.

Your answer should include:

- An outline of the scope of services;
- Estimated annual value of the contract;
- How you dealt with appointment making and No Access visits;
- A set of RAMS from the case study (excluded from word count);
- How completed surveys and other relevant documentation was stored and supplied to the Employer/Client;
- Examples of how your organisation has improved the service in your case study; and
- How your organisation’s experience and the experience of key personnel will be used to support F&HDC’s contract.

If possible, public sector case studies are preferred.

Max. 750 words

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Q2. Contract Management
Lot 1 (20%) – Lot 3 (10%)

Explain how you will proactively manage the contract to maintain a planned program and achieve the service levels and detail required within the tender documents including any associated / follow up works identified during the survey visit.

Your answer should include:

- How you ensure you have sufficient resource and capacity from mobilisation period to the commencement date and throughout the Contract;
- How will you manage the onsite day to day management and supervision of your operatives whilst undertaking their work;
- How will you manage Health and Safety on site;

Invitation to Tender (ITT) - Supplier Response Document

- How you will present all relevant data and documentation to the Employer or other bodies in line with all current regulations and best practice; and
- How you would liaise and work with both removals contractor and the Employer.

1200 words

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Q3. Contract Performance in line with agreed KPI's

Lot 1 (20%) – Lot 3 (10%)

Explain how you will manage, present and monitor performance standards, and what preventative and corrective actions you will take to achieve the service levels; including how you will mitigate and manage no access situations in line with each of the KPI's below.

- KPI 1 – Resident Satisfaction
- KPI 2 – Appointments Kept
- KPI 3 – Achieving Programme
- KPI 4 – Provision of information

1000 words

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2.3 WEIGHTED QUESTIONS – REMOVALS

These questions must be answered for LOT 2 and LOT 3 only.

Q1. Previous Experience

Lot 2 (10%) – Lot 3 (5%)

Using a similar contract as a case study, detail your organisation’s experience and the experience of key personnel in delivering an asbestos removals service in a residential or housing setting.

You may use one of the examples given in your Standard Selection Questionnaire (SQ) or another.

The example contract must be for carrying out Asbestos Removals

Your answer should include:

- An outline of the scope of services;

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- Estimated annual value of the contract;
- How you dealt with appointment making and No access
- A set of RAMS from the case study (excluded from word count);
- How completed removal documentation and other relevant documentation was stored and supplied to the Employer/Client;
- Examples of how your organisation has improved the service in your case study; and
- How your organisation's experience and the experience of key personnel will be used to support F&HDC's contract.

If possible, public sector case studies are preferred.

Max. 750 words

[Redacted content]

[Redacted content]

Q2. Contract Management

Lot 2 (20%) – Lot 3 (10%)

Explain how you will proactively manage the contract to complete removal works to agreed timelines, achieve the service levels and detail required within the tender documents including any associated / follow up works identified during the initial works visit(s).

Your answer should include:

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- How you ensure you have sufficient resource and capacity from mobilisation period to the commencement date and throughout the Contract;
- How will you manage the onsite day to day management and supervision of your operatives whilst undertaking asbestos removal work;
- How will you manage Health and Safety on site;
- How you will present all relevant data and documentation to the Employer or other bodies in line with all current regulations and best practice; and
- How you would liaise and work with the surveying contractor and the Employer.

1200 words

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Q3. Contract Performance in line with agreed KPI's

Lot 2 (20%) - Lot 3 (10%)

How you will manage, present and monitor performance standards and what preventative and corrective actions you will take to achieve the service levels including how you will mitigate and manage no access situations in line with all the KPI's below.

- KPI 1 – Resident Satisfaction
- KPI 2 – Appointments Kept
- KPI 3 – Achieving Programme

- KPI 4 – Provision of information
- KPI 5 – Defects recorded at Inspection (QA Processes/Results)

1000 words

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- [REDACTED]



2.4 WEIGHTED QUESTIONS – SOCIAL VALUE

You must answer both questions in this section.

Q1. Carbon Reduction

Lot 1 (5%) – Lot 2 (5%) – Lot 3 (5%)

F&HDC has made a climate pledge and aims to become carbon neutral by 2030. Details on the action the Customer is taking can be found at folkestone-hythe.gov.uk/climatechange.

Explain how you will mitigate or eliminate the carbon impact of activities carried out under this contract.

This can include action your organisation is already taking or plans to implement during the initial period of the contract.

Your answer should include how you will monitor these commitments in a measurable way.

If your organisation is appointed, you will be required to report on the delivery of these commitments and they will be included in performance reviews.

500 words

[Redacted text block containing approximately 10 paragraphs of blacked-out content]



Q2. Social Value

Lot 1 (5%) – Lot 2 (5%) – Lot 3 (5%)

F&HDC's Corporate Plan "Creating Tomorrow Together" sets out the council's guiding principles and service ambitions. The Corporate Plan can be viewed at folkestone-hythe.gov.uk/creatingtomorrowtogether.

Explain how you will support and further the Customer's ambitions through the delivery of the contract.

This can include action your organisation is already taking or plans to implement during the initial period of the contract.

For example, your offer might include:

- A resource commitment (supply of staff resources annually to support an event/events);
- An equipment commitment (provision of equipment annually to support an event/events);
- A financial commitment (% of the contract sum as an annual contribution to support FHDC's Corporate Plan); and/or
- An offer of Training and Apprenticeship Opportunities

Your answer should include how you will monitor these commitments in a measurable way.

If your organisation is appointed, you will be required to report on the delivery of these commitments and they will be included in performance reviews.

500 words





SECTION 3 – PRICING SCHEDULE

3.1 Please complete **Appendix B – Price Schedule**.

Detailed instructions on how to complete the schedule are included in that document.

If you are bidding for lot 1 only or lot 2 only, please delete the tabs for the other lot.

3.2 Prices/rates are to be in £ Sterling (GBP), net only, and inclusive of all costs associated with the provision of the services (or works or goods).

3.3 Price(s) submitted must be **exclusive** of Value Added Tax (VAT). The percentage and amount of VAT will be shown on invoices at the current rate at the time of invoicing, if VAT applies.

3.4 Any estimated requirements (e.g. volumes) we give are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.

3.5 The appointed Contractor may make an annual application to vary the contracted rates for F&HDC to consider. The maximum annual uplift will be limited by the average of the CPI index as per clause 5.6 of the Employer's Amendments within Appendix D. Any such variation will only be agreed at F&HDC's discretion.

3.6 If we find any arithmetical or mathematical errors in your tender, we correct it and inform you of any corrections we make. However, we are not responsible for finding errors. It is your responsibility to make sure your tender is complete, comprehensive and correct.

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 7 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: Asbestos Surveys and Sample Testing / Asbestos Removals

REFERENCE: DN686669 / FTS 2023/S 000-032195

On behalf of PA Group (UK) Limited, we 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
- Surveys Specification (Appendix A1)
- Removals Specification (Appendix A2)
- Schedule of indicative asbestos survey volumes (Appendix C)
- draft contract terms (Appendix D)
- Processing Personal Data Schedule (Appendix E)
- draft Parent company Guarantee (Appendix F)
- draft Performance Bond (Appendix G)
- draft Collateral Warranty (Appendix H)
- the organisation's completed Schedule of Rates (Appendix B)
- 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.

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

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

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

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

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

Invitation to Tender (ITT) - Supplier Response Document



We 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.

We are aware of the consequences of serious misrepresentation.

We 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.

We declare no person at the 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.

We warrant that we have all requisite authority to sign this tender and confirm that we 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:	1 December 2023
For and on behalf of:	PA Group (UK) Limited

APPENDIX E



Folkestone & Hythe District Council

Measured Term Contract for

Asbestos Surveys and Sample Testing

and Asbestos Removal Works

Schedule of Processing, Personal Data and

Data Subjects

Schedule of Processing, Personal Data and Data Subjects

1. This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Employer at its absolute discretion.
2. The contact details of the Employer's Data Protection Officer are:
 The District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY
data.protection@folkestone-hythe.gov.uk
3. The contact details of the Contractor's Data Protection Officer are:
 PA Group (UK) Limited, Spring Lodge, 172 Chester Road, Helsby, Cheshire WA6 0AR
4. The Processor shall comply with any further written instructions with respect to processing by the Controller.
5. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Council is Controller and the Contractor is Processor</p> <p>The Parties acknowledge that in accordance with Confition 37 and for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Tenants of properties owned by Employer; • Contact and identifying details of any third party who submits a complaint to the Employer in relation to the Works; and • Contact and identifying details of any third party who submits a complaint to the Contractor in relation to the Works.

	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Contractor’s Personnel, • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Employer (excluding the Contractor’s Personnel) engaged in the performance of the Employer’s duties under this Contract)
Duration of the processing	For the period commencing on 1 April 2024 up to and including 31 March 2027 and any extensions (if any) of the Contract.
Nature and purposes of the processing	<p>Collection, recording, organisation, structuring, storage, alteration, retrieval, consultation, erasure or destruction of data (whether or not by automated means).</p> <p>For communication between the Parties, investigation and resolution of queries, and such purposes which facilitate effective contract management by either or both Parties; and</p> <p>for the Processor to making contact with residents of the properties owned by Controller to enable access for the Works.</p>
Type of Personal Data	<p>Names, address, telephone number, email address, and other electronic means of communication.</p> <p>Potentially, the Processor may be provided with information indicating that the data subject may be potentially violent (PVP marker) and/or details of any disability. Where there is a disability or other special need, details of next of kin and/or helper may be passed to the Processor.</p>
Categories of Data Subject	<ul style="list-style-type: none"> • the Contractor’s Personnel, • the Employer’s staff, • tenants of properties owned by Employer;

	<ul style="list-style-type: none"> members of the public and third parties in the case a complaint is submitted in relation to the Works.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>The data shall be retained by the Contractor for no more than twelve (12) months after the Termination Date of the Contract.</p>
<p>Locations at which the Provider and/or its Sub-contractors process Personal Data under this Contract</p>	<p>At the Contractor's premises and remotely on equipment supplied by the Contractor to the Contractor's Personnel only.</p>
<p>Protective Measures that the Provider and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach</p>	<p>Refer to Contractor's Standard Selection Questionnaire section 7.2 (within Appendix D Contractor's Tender)</p>