APPENDIX 1 - SPECIFICATION FOR GAS TRADE PRODUCTS INCLUDING BOILERS FRAMEWORK

Housing and Communities

DN 713179

Author: Sarah Marshall

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1. Introduction and Background

1.1 BCP Council requires a Framework for the supply BCP Council with domestic & commercial gas & heating materials to its responsive In-House Team.

1.2 BCP is responsible for approximately 10,000 properties within the BCP area. These are primarily maintained by BCP's In-House Maintenance Team.

1.3 The Council want to establish a framework with providers who will respond quickly and perform the required services directly. Providers are advised to read clause 3.6 of the Specification 'How the Council will Contact Suppliers', to ensure they can meet the Councils requirements.

1.4 Of key importance will be the ability to demonstrate technical understanding of a variety of heating systems and what system is used and how these could help extend maintenance programs.

2 Scope

2.1 The Framework is accessible to all parts of BCP Council, or any other organisation wholly owned by BCP Council including but not limited to companies and/or charities or its duly authorised officers.

2.2 Suppliers must have the ability to supply goods and hold extensive stock of the products as indicated in the Schedule Items listed in 'Tender Response - Part C - Pricing Evaluation'.

2.3 The supplies will be demand led with no guaranteed level of minimum goods valued at any point.

2.4 Further to the scheduled goods, there will be a requirement for price goods based on their current market rates. These goods are anticipated as being larger projects outside of general response.

2.5 The Suppliers acknowledges and agrees that the Council relies on their skill, judgment, good industry practice and all Goods supplied under this Framework comply with the most up to date Standards, Regulations and Legislation.

2.6 The successful suppliers will be expected to source and supply domestic & commercial gas & heating materials required to fulfil the deliverable requirements unless specifically agreed between BCP Council and the suppliers.

2.7 The Council will supply a list of required products that they expect the Suppliers to keep in stock at all times and delivered to site within the specified parameters.

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3 Framework (Agreement) Operation

3.1 Work will be issued through the framework in two options:

1. Direct awards.
2. Mini competition for bulk orders and pre ordered plot packs.

3.2 **Direct Awards**

3.2.1 Works will be allocated in accordance with the Framework T&Cs.

3.3 **Mini Competition for Bulk Orders and Pre Ordered Plot Packs.**

3.3.1 Further Competition amongst all capable framework providers in accordance with the Framework T&Cs.

3.3.2 Providers will respond to Further Competition quote requests within 48 hours. A longer response time will be specified for larger or more complex works.

3.3.3 Where the Council has a specific requirement in ordering products for Bulk Orders and Pre Ordered Plot Packs for core products, it will run a Further Competition for all Suppliers. These mini competitions will usually be via e-mail or the 'Supplying the Southwest Portal'.

3.3.4 The Suppliers on the framework will be:

- asked to submit a price for the Goods.
- given a description of goods required.
- the timeline for the delivery.
- the site and delivery requirements.
- a time limit to submit (Suppliers will be given a reasonable timeframe to submit a price. It is anticipated that this will be approximately 24 hours but may vary for larger or complexity of Good(s) and the time needed to submit tenders).

3.3.5 The Council will keep each tender confidential until the expiry of the time limit for the receipt by it of tenders.

3.3.6 The evaluation for each of the mini competition will be on lowest price, availability and delivery time.

3.3.7 The Suppliers agrees that all tenders submitted by the Suppliers in relation to a Mini Competition shall remain open for acceptance for thirty (30) days (or such other period specified in the Mini Competition invitation to tender issued by the Council).

3.4 **Price and Product Reviews**

3.4.1 It is expected that the Council's core product list will change throughout the length of the contract. The Council reserves the right to amend the basket of

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goods throughout the life of the contract, so it will reflect current and future requirements.

3.4.2 The prices will be reviewed as per Framework Agreement.

3.5 **Ordering of Goods**

3.5.1 The supplier should not supply goods to the Council unless a formal Purchase Order or Job Number is received. Only BCP Council and associated companies branded Purchase Orders or Job Numbers should be accepted by the supplier.

3.5.2 The Supplier should only provide goods for the Council without receiving a Purchase Order or Job Number where this has been agreed in advance with the Council's Contract Manager.

3.5.3 In the event that a Purchase Order or Job Number was not raised for goods undertaken, the Supplier will be required to submit an invoice in PDF format to the Council including detail of the staff member requested the order. Any invoices that are submitted without reference to the staff member will be rejected.

3.6 **How the Council will Contact Suppliers**

3.6.1 Suppliers will be required to provide appropriate contact details which will allow the Council to contact the Supplier between 08:00 and 17:30Monday to Friday and 09:00 to 13:00 Saturday. The contact details provided for the Supplier must include a regularly checked (daily) e-mail account and a mobile phone number.

4 Mobile Working System

4.1 As an operation, BCP Homes Services and the various trading elements already named operate using mobile working systems Northgate and Kirona, and it would be advantageous for any supplier, although not essential, to be able to interact with the operational system chosen, which is Northgate and Kirona.

4.2 All project jobs are raised with a job specific 'H Number' on the Northgate system, this order is then reconciled directly to a single daily purchase order. This allows job costing data to be added to obtain data on specific job profitability.

5 Delivery, Supply & Availability

5.1 The Supplier shall ensure that the Goods delivered in all respects with the Council's requirements.

5.2 The Council will require the Supplier to keep a minimum stock of all parts listed on the basket at all times. The Council will require to be notified by the Supplier should a part become unavailable. **NOTE: - <u>The requirement is for manufacturers original spare parts only, Pattern parts are not acceptable.</u>**

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5.3 In the event that a particular part is required for a time sensitive repair to enable the Council to meet its operational requirements, the Supplier will be expected to deliver the part to site within 2 hrs.

5.4 The supplier will provide a calibration service of the Gas Team's Flu Gas Analyser and provide a replacement whist the unit is being calibrated /repaired.

6 Counter Orders Collection

6.1 Local and remote purchasing levels will require a suitable audit trail to be identifiable and this should utilise either the Council's Dynamics 365 purchase order number or Northgate order H numbers alongside employee Identification Cards.

6.2 Live operational job numbers will be e-mailed to the successful supplier daily by BCP finance team. The numbers within these files will be unique for purchasing purposes on that day to provide an operational audit trail.

6.3 The supplier will be responsible for ensuring that there is a suitable system in place to ensure only authorised staff can collect from the counter service.

6.4 The minimum deliverable to fulfil this requirement will be as follows:

6.5 All staff authorised to purchase will be profiled by BCP Homes to specific levels which will dictate financial levels and acceptance for remote purchase or point of sale only.

6.6 Where profiles for remote transactions apply, these will be either part of the management team or finance department.

7 Emergency Orders

7.1 The supplier will be required to make provision for out of hours emergency purchasing in the event of emergency or incident within the Councils area. This shall be by way of an out of hours contact who can afford access to stores and resources not held within the Councils own van stocks.

7.2 The council expects that the supplier will be able to provide, within reason, a site delivery service on an emergency basis as well as a pre-determined scheduled drop.

7.3 Where it is not possible to obtain a Purchase Order in advance of commencing work for the Council, please see 3.5.3.

8 Van Stock

8.1 Through the use of management information, the successful suppliers will be expected to provide BCP Homes profile information and detail to assist with the implementation and management of vehicle stocks. Currently around 80% of BCP vehicle fleet are equipped with bespoke racking systems and base equipment and materials which need to be expanded and developed upon.

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9 Trade Counter/Collection Service

9.1 The supplier will be expected to provide access to counter collections at a venue that should be easily accessible and ideally located within the Borough boundaries. It is expected that this resource will be available to the Council in line with their minimum operating hours in the region of 08:00 to 17:30 Monday to Friday and 08:00 to 13:00 Saturday.

10 Location/Sites of Delivery of Bulk Orders and Site Packs

Suppliers will be expected to deliver to various types of sites. These will/may include:

10.1 Education Establishments: Delivery person must adhere to all signage regarding loading and safety instructions. Unless accompanied by a school official, delivery persons must only deliver to reception or receiving point and not enter the establishment's premises.

10.2 Domestic Locations (which may house vulnerable persons): Some persons may feel nervous about strangers with this in mind delivery personnel must identify themselves, the organisation they are delivering on behalf of and the purpose of their visit. Personnel should show respect and sensitivity at all times. Personnel should not enter the premises unless invited to and use their discretion regarding instructions from the customer as to where the goods are placed.

10.3 Construction Sites: Delivery person must observe all instructions and H&S requirements set out by the main contractor. Delivery person must ensure a signature is obtained from the authorised employee (named on the delivery note) or if no authorised employee, an employee of the customer. If the delivery person is unable to locate the authorised employee or an employee, they must redeliver at a later time at no extra cost to the customer.

10.4 Commercial Premises: Delivery to kerbside is not acceptable. Delivery must be to a ground floor location i.e. designated delivery point or reception.

11 Delivery Notes

11.1 Orders whether delivery or collected must be accompanied with a delivery note showing as a minimum:

- The address of the delivery site in full.
- The advised name of the person authorised to sign.
- The purchase order number and/or customer.
- Quantity and descriptions of the product/s delivered.

11.2 Note: The delivery note must be passed to the receiving person officer at the beginning of the delivery so that goods can be checked at the time of delivery and signed for.

11.3 Failure to obtain a signature from a Receiving Officer may result in non-payment of the supplier's invoice.

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12 Undelivered Goods

12.1 In the event that not all of the goods are delivered the Council, the Council will not pay for Goods that were not delivered until such time as the undelivered Goods are received.

13 Over-Delivered Goods

13.1 The Council shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity specified in the Order Form.

13.2 If the Council elects not to accept such Over-Delivered Goods it may, without prejudice to any other rights and remedies of the Council, give notice to the Supplier to remove them within five (5) Working Days.

14 Time of Delivery of the Goods

14.1 The Supplier shall provide the Goods on the date(s) including milestone dates specified in the Order Form.

15 Delivery of the Goods by Instalments

15.1 Unless expressly agreed to the contrary, the Council shall not be obliged to accept delivery of the Goods by instalments.

16 The Warranty of the Goods

16.1 The Supplier(s) guarantee the Goods for the warranty period against faulty materials.

16.2 If the Council shall within such Warranty Period or within twenty-five (25) Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such Warranty Period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies of the Council howsoever arising) promptly remedy such faults or defects (whether by repair or replacement as the Council shall elect) free of charge.

17 Invoicing

17.1 Invoices will have to be in a format with sufficient detail to enable the Councils finance team to rationalise all values and reconcile back to a job costing module. The successful Suppliers will be expected to finalise exact details and information levels with the BCP Homes Finance team during the implementation Period.

17.2 Invoicing shall be weekly, by consolidated invoice. The Council requires that the supplier has a fully electronic point of sale purchasing system to allow the collection of management information and to ensure that invoicing can be attained through a single weekly electronic consolidated invoice. The successful Suppliers will be expected to finalise exact details with the BCP Homes Finance team during the implementation Period.

17.3 Invoicing orders raised through the Councils Financial Management System should be submitted electronically where possible through the Financial Management System against each purchase order.

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17.4 Invoices should be supported by any other documentation reasonably required by the Council to substantiate that the invoice is a Valid Invoice.

18 Performance against KPIs

18.1 If issues with performance are identified these will be brought to the Suppliers attention and remedial and improvement measures agreed. Where performance does not improve the Council reserve the right to stop issuing further work until/unless a substantive change occurs, and a further performance improvement plan is agreed.

19 Security

19.1 All staff will be required to carry photo identification provided by The Supplier that can be presented to residents and staff within corporate and commercial properties identifying them as an employee and giving supplier contact details.

20 Standards

The Supplier shall:

20.1 Provide the Council with such assistance as the Council may reasonably require during the implementation Period in respect of the supply of the goods.

20.2 The Supplier(s) shall at all times during the Contract Period comply with the specification and contract terms.

20.3 Ensure that any products recommended or otherwise specified by the Supplier for use by the Council meet the requirements of the Council.

20.4 Deliver the Goods in a proportionate and efficient manner.

20.5 Minimise any disruption to the Sites and/or the Council's operations when delivering goods.

20.6 The Supplier(s) shall ensure that the Supplier Personnel shall be appropriately experienced, qualified and trained to supply the Goods in accordance with the Specification.

20.7 At all times allocate sufficient resources with the appropriate technical expertise to supply and to provide the Goods in accordance with this Specification.

20.8 Ensure that any Documentation and training provided by the Supplier to the Council are comprehensive, accurate and prepared in accordance with Good Industry Practice.

20.9 Ensure that neither it, nor any of its Affiliates, embarrasses the Council or otherwise brings the Council into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust in the Council, regardless of whether or not such act or omission is related to the Supplier's obligations under the contract.

20.10 Gather, collate and provide such information and co-operation as the Council may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under the contract.

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20.11 The Supplier shall have an ongoing obligation throughout the Contract to identify new or potential improvements to the provision of the Goods with a view to reducing the Council's costs and/or improving the quality and efficiency.

20.12 Throughout the Contract Period, suppliers shall notify The Council of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Council, of Goods. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Council and require the written consent.

20.13 Where a new or emergent standard is to be developed or introduced by the Council, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Council's receipt of the Good is explained to the Council (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

20.14 Ensure that all items supplied under this Framework comply with the Government Buying Standards (GBS), these being as follows and which are included as appendices to this specification: -

- Appendix 1.1 GOV.UK-GBS for central heating Systems 1407
- Appendix 1.2 GOV.UK-GBS for Combined Heat and Power
- Appendix 1.3 GOV.UK-GBS for Condensing Units 2015
- Appendix 1.4 GOV.UK-GBS for Domestic Gas Boilers 2015
- Appendix 1.5 GOV.UK-GBS for Non-Domestic Boilers 2015

21 Contract Management

As a minimum the Council requires Suppliers to (but is not limited to):

21.1 Single point of contact for Account Management.

21.2 Regular review meetings.

21.3 Technical training and support i.e. Technical Data Sheets.

21.4 MI Reports as required. See 23.2.

21.5 Receive and process orders in the mode required by the Council. See 5 to 9 inclusive.

21.6 Provision and Maintenance of the Councils price and/or requirement agreed to in relevant mini competition.

22 Management Information

22.1 The Council requires the supplier to make available detailed management information by way of monthly reports. The required information shall allow purchase profiles to be established for both materials and individual operatives.

22.2 The Supplier is to provide effective management information that can drill down to each individual staff member or each individual project. Management information shall be such that the Council will be able to ascertain the cost per job, order profiles against operatives and type of material / item ordered.

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22.3 Each individual purchase must be able to indicate as a minimum:

- The item purchased.
- Product code.
- The volume of the item purchased.
- The cost of the item.
- The name of the Council officer who purchased the item.
- The date and time the item was purchased.
- The project code that the item was purchased under.

22.4 Management information should be provided in a format that can be interrogated by the Council, such as Excel.

23 Complaints

23.1 With regards to Council complaints received for Goods under this contract. Suppliers must respond within 3 working days and resolve unless otherwise agreed on a case-by-case basis within 7 working days.

23.2 Regardless of the nature of the complaint suppliers must continue to service the contract.

24 Payment

24.1 The Supplier will be expected to invoice the Council following the delivery of the goods.

24.2 The invoice must reference the Purchase Order number and job number that will be issued to the Supplier for the supply of the goods.

24.3 The Council will make payment of an undisputed invoice 30 days from the date the invoice is received.

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25 KPIs

KPIs for supply of goods

The Supplier will be required to meet a series of Key Performance Indicators (KPIs) under which their overall performance under the Contract will be measured from day 1 but not enforced for the first three months. KPIs will be measured during quarters where:

- Q1 is April to June
- Q2 is July to September
- Q3 is October to December
- Q4 is January to March

KPIs will include but not be limited to the following – Contractors note that the Council reserves the right to add new KPIs to address emerging issues:

KPI no	Description	Required performance level %	Performance level requiring immediate action %	Definition	Frequency of KPI Report	Means of calculation	Formula
1	On Time	98%	93%	% of Orders delivered by the agreed delivery date.	Quarterly	The number of Orders completed by the agreed completion date (a) expressed as a percentage of the total number of Orders (b)	a/b expressed as a % to 2 decimals
2	On Price	100%	95%	% of Orders completed at the agreed price.	Quarterly	The number of Orders completed at the agreed price (a) expressed as a percentage of the total number of Orders (b)	a/b expressed as a % to 2 decimals
3	Quality	100%	95%	% of Orders completed to client's quality satisfaction.	Quarterly	The number of Orders delivered to client's quality satisfaction (a) expressed as a percentage of the total number of Orders (b)	a/b expressed as a % to 2 decimals

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4	Complaints	100%	95%	% of complaints resolved within 24 hours	Quarterly	The number of complaints resolved within 24 hours (a) expressed as a percentage of the total number of Orders (b)	a/b expressed as a % to 2 decimals
5	Incorrect product	100%	98%	% of orders delivered containing incorrect product	Quarterly	The number of Orders delivered containing incorrect product (a) expressed as a percentage of the total number of Orders (b)	a/b expressed as a % to 2 decimals
6	Damaged / faulty product	100%	98%	% of orders delivered containing damaged / faulty product	Quarterly	The number of Orders delivered containing damaged / faulty product (a) expressed as a percentage of the total number of Orders (b)	a/b expressed as a % to 2 decimals
7	Invoice accuracy	100%	98%	% of invoices submitted that fail to match to Purchase Orders	Quarterly	The number of Invoices submitted that fail to match to Purchase Orders (a) expressed as a percentage of the total number of Invoices (b)	a/b expressed as a % to 2 decimals

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