

ASHFORD BOROUGH COUNCIL

Tender For: CAVITY WALL AND LOFT INSULATION
UPGRADES IN THE BOROUGH OF ASHFORD,
KENT

Contract Number: INS.19.1

Civic Centre, Tannery Lane, Ashford, Kent TN23 1PL

ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

CAVITY WALL AND LOFT INSULATION UPGRADES IN THE BOROUGH OF ASHFORD, KENT CONTRACT NO: INS/19/1

Form of Tender

We are willing to contract for and hereby undertake to carry out the works included in the Specification, and drawings, (if any), prepared by or in collaboration with S. Williams, and to her entire satisfaction, for the sum of:

Tender Sum	£	<input type="text"/>
		+
Contingency	£	<input type="text" value="N/A"/>
		=
Total Tender	£	<input type="text"/>

The Total Tender submitted is to remain valid for a period of 120 days from the date of tender submission.

1. For the use of a Registered Company

*For and on behalf of

To be signed by duly authorised
officers on behalf of the company

Address of Registered Office

2. For the use of a Partnership or Sole Trader

Names must be in full Christian and Surnames and in the case of a partnership, all members of the firm must sign

Name:

Signature:

Name:

Signature:

Name:

Signature:

Trading as:

Address:

Date:

3. For the use of a Direct Services Organisation or other Organisation

To be signed by duly authorised Officers on behalf of Direct Services Organisation or other Organisations

Name:

Signature:

Name:

Signature:

Notes: (a) Ashford Borough Council do not bind themselves to accept the lowest or any tender.
(b) No tender will be considered where the tenderer in any way alters the conditions of tendering. Secretaries of Registered Companies are requested to insert the full name of the Company after the words "for and on behalf of" when signing the Form of Tender.

COLLUSIVE TENDERING CERTIFICATE

TO: Ashford Borough Council
Civic Centre
Tannery Lane
Ashford, Kent
TN23 1PL

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- (a) communicate to a person (outside this organisation) other than the person calling for those tenders the content of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- (b) enter into any agreement or arrangement with any other person (outside this organisation) that they shall refrain from tendering or as to the amount of any tender to be submitted.
- (c) offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender to the said work any act or thing of the sort described above.

In this certificate, the word 'person' includes any persons and body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signed: Name:
(in block capitals)

In the capacity of:

duly authorised to give such certificate for and on behalf of

(in block capitals)

Telephone No:

Fax No:

Email:

Address:

ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

THE EQUALITIES ACT 2010

This form must be completed, signed and returned with your tender. Failure to return the form or inadequate answers may result in your tender not being considered for acceptance.

Question	Answer
1. Is it your policy as an employer to comply with your statutory obligations under the Equality Act 2010 and, accordingly, your practice not to treat one group of people less favourably than others because of any protected characteristic in relation to: - recruitment and selection - promotion and transfers - training and development opportunities - pay and all other conditions of employment?	YES/NO
2. Is your equal opportunities/equality policy set out in: a) instructions to those concerned with recruitment, training and promotion; b) documents available to employees, recognized trade unions or other representative groups or employees; c) recruitment advertisements or other literature; appropriate training to staff and managers?	YES/NO
3. Do you make specific reference to removing barriers to equal access and opportunity and preventing discrimination or less favourable treatment on the grounds of gender reassignment or being transgender?	YES/NO
4. In the last three years, has your organisation been involved in any Employment Tribunal proceedings, including receiving an ET1 form, on the grounds of alleged unlawful discrimination?	YES/NO
5. If the answer to question 4 is affirmative what was the finding and what steps, if any, did you take in consequence of that finding?	

Signed:

Company:

Date:

ASHFORD BOROUGH COUNCIL, HOUSING SERVICES

CONDITIONS OF TENDER

CAVITY WALL AND LOFT INSULATION UPGRADES IN THE BOROUGH OF ASHFORD, KENT

CONTRACT NO: INS/19/1

1. The Tender Sum must provide for all costs associated with the Description of Works in the Preliminaries and for satisfying all other obligations as set out in the Preliminaries and Specification.
2. The Total Tender must be exclusive of VAT, but in addition to the Total Tender the Contractor shall be entitled to claim from the Employer the amount of VAT properly chargeable on the component parts and service provided by him in the performance of the Contract.
3. The tender is to be priced in accordance with current legislation and the Instructions to Tenderers.
4. The essence of selective tendering is that the Employer shall receive bona-fide competitive Tenders from all persons tendering. In recognition of this principle, the Tenderer is to complete and return with his Tender the Collusive Tendering Certificate. Failure to do this may result in the disqualification of his Tender.
5. The Tenderer (whether his Tender is accepted or not) shall treat all documents relating to this Tender as confidential and in the event of a Tender not being submitted, all the enclosed documents must be returned to the Employer. The documents must not be passed or shown to any other person without the Employer's written consent.
6. The Employer shall not be bound to accept the lowest or any Tender and reserves the right to accept a Tender in part only.
7. The Employer shall not be responsible for, nor pay for, any expenses or losses which may be incurred by the Tenderer in the preparation of his Tender, or in respect of any cost associated therewith.
8. The Tender is to remain open for acceptance for 120 days from the date of submission of Tenders.
9. On submission of a Form of Tender duly completed and returned to the Employer in accordance with the provisions hereof a Tenderer will be deemed to have offered to carry out the services.
10. No Tender shall be deemed to have been accepted unless notified in writing.
11. The Tenderer shall in addition to the Form of Tender, fully price the "Schedule of Rates/Collection Sheet". Failure by the Tenderer to fully complete and return the Tender documentation may result in the Tender not being considered for acceptance.
- ~~12. The Total Tender is to include the contingency sum which is to be expended only upon written instructions from the Contract Administrator.~~
13. The Form of Tender together with all documentation supplied by the Council to the submitting company must be duly completed and submitted to Ashford Borough Council via the Kent Business Portal <https://www.kentbusinessportal.org.uk/> no later than 14:30hrs on Friday 2nd August 2019.

14. If the Tenderer is a Local Authority the Form of Tender MUST be accompanied with a signed statement in respect of Work undertaken by the Local Authority/DSO for bodies pursuant to the Local Authorities (Goods and Services) Act 1970 and under Section 111 of the Local Government Act 1972. The Statement must contain a general description of all Works undertaken by the DSO identifying.
- i) Whether such Work is undertaken for the DSO Authority of some other body and, if some other body, the name of that body and the value of the Works.
 - ii) The Value of each aspect of Work.
 - iii) The Percentage (by value) of all Work undertaken for bodies other than the DSO Authority in relation to the total value of the Work undertaken by the DSO.

Failure to provide such a statement in a clear and readily understandable format may render the tender invalid.

INSTRUCTIONS TO TENDERERS

IMPORTANT – PLEASE READ BEFORE PRICING THIS TENDER

15. The Conditions of Contract shall be the JCT Agreement for Minor Building Works 2011 Edition (incorporating Amendment 1) and amended as set forth in the Schedule of Insertions/Deletions in the Contract. In addition the following provision shall be deemed incorporated. Where an appropriate Agreement, British Standard Specification or British Standard Code of Practice issued by the British Standard Institution or a recognised body of any member state of the EC is current at date of the tender, all goods and services used or supplied and all workmanship shall be in accordance with that Agreement and/or Standard.
16. The Tenderer is advised to visit the sites before tendering to ascertain all relevant local conditions, the full extent and character of the operation the accessibility of the site, the dimensions of the work and facilities for obtaining any special articles, and obtain generally his own information on all matters affecting the execution of the works. No claims arising for his failure to do so will be considered. Should the Tenderer wish to inspect individual properties, at least 24 hours written notice must be given if requested by the tenant, in order to comply with the Council's tenancy conditions.
17. At any time before a date fourteen days before the date specified in 13 hereof a tenderer may by communication to the Employer request information or raise any query in connection with the proposed contract or these Conditions of Tender.
18. No alteration, deletion or insertion shall be made by the Tenderer to the text or prices of the Tender documents and if any are so made, they will be invalid and Tenders may be rejected.
19. Where the Specification includes detailed schedules of work, the scheduled items are to be individually priced and the whole document returned with the Tender.
20. The Tenderer must specify at the time of tendering any additional guarantees he is prepared to offer.
21. The prices entered by the tenderer shall include for all cost including (but not restricted to) all labour, materials, transport, plant, tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the Work in accordance with this contract.
22. No claim for extra costs due to the rates being inadequate will be allowed, and self-measurement where necessary is deemed to be included.
23. The prices entered should allow for access and working platforms as necessary to be used during the course of works up to two metres high.

Continuation Contracts

24. On satisfactory performance of this contract the Contractor may be offered additional contracts for works of a similar nature in the current or next financial year (April to March) at the same terms and rates herein. These 'continuation' contracts may be awarded for a further one financial year from the first continuation. No guarantee of such continuation contracts is given. To be considered the Contractor will need to meet or exceed our evaluation criteria. Any measures which the Contractor proposes in the way of 'continuous improvement' will also be strongly influential.
25. The Contract Administrator will, on a weekly basis, assess the Contractor's performance against the evaluation criteria detailed in the 'Contractors' Performance Appraisal' sheets and attached in the Appendix. The Contractor must achieve a rating in excess of 80% to be considered for subsequent contracts.
26. Failure of the Contractor to be awarded subsequent contracts will not entitle the Contractor to any claims for loss of profit or other injury as no commitment has been given by the Employer for such award(s) and the Contractor should take this into account when pricing the separate phases.
27. In considering the award of continuation contracts, the contractor will need to demonstrate that they have and can maintain sufficient capacity in all respects to perform the works satisfactorily.
28. If an extension to the Contract is accepted by the Contractor, the tendered rates as set out in the original tender document will be fixed throughout the duration of the extended Contract and will not be subject to any annual uplift.
29. The Contractor has the right to decline any offer of a continuation contract and this will not affect their eligibility for future tendering opportunities or assessments.

Best Value

30. The Council is obliged to recognise and adopt the Government's best value principles.
31. The Contractor shall provide assistance as may be reasonably required to the Council in implementing the best value principles in so far as they relate to and embrace the Works. Such assistance may include (but shall not be limited to):
 - Participating in the Council's performance measurement and review arrangements.
 - Assisting the Council's external auditor or other appropriate agency in its verification of best value performance.
32. The Employer and Contractor will use their best endeavours to meet the letter and spirit of Best Value and Best Value in Housing legislation.
33. This legislation is concerned with ensuring that all elements to the contractual arrangement share end and means and will work to bring the best possible out-turn for the employer.
34. The process and product of the contract will be constantly reviewed by all parties to it, in order to ensure that at all times it is subject to best practice.
35. The nature of the Client/Contractor relationship is that of partnering process and outturn. Both parties to the contract will use their best endeavours to ensure best value throughout the life of the contract.

1.00 PRELIMINARIES

1.01 TENDER DOCUMENTS:

Form of Tender
Collusive Tendering Certificate
Race Relations Declaration
Conditions of Tender
Preliminaries
Specification
Schedule of Rates
Collection Sheet
Pre-Construction Information
Tender Evaluation Criteria
Appendices; Contractor's Performance Appraisal, Satisfaction Note, Access to Premises Protocol

1.02 NAMES OF PARTIES:

EMPLOYER

Ashford Borough Council, Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL

CONTRACT ADMINISTRATOR

S. Williams (or her duly authorised representative)

Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL Tel. No. (01233) 331111

PRINCIPAL DESIGNER

Ashford Borough Council, Civic Centre, Ashford, Kent, TN23 1PL (Contact: Mr J Young)

Tel. No. (01233) 330865

1.03 DEFINITIONS

Contract means: Form of Contract, Form of Tender, Collusive Tendering Certificate, Race Relations Declaration, Conditions of Tender, Preliminaries, Specification, Schedule of Rates, Collection Sheet, Pre-Construction Information, Tender Evaluation Criteria, Appendices; Contractor's Performance Appraisal, Satisfaction Note, Access to Premises Protocol, Method Statement

Contractor means: The person, whose tender is accepted by the Employer.

Total Tender means: The total sum, set forth in the Form of Tender annexed hereto.

Reference in these contract documents to 'Ashford Borough Council' or 'the Council' will be deemed to mean 'the employer' as stated in 1.02 above unless the context shows that it is obviously different.

1.04 SITUATION OF SITES

Various locations in the Borough of Ashford, Kent

1.05 DESCRIPTION OF WORKS

Extract and install cavity wall insulation and loft insulation as necessary, including installation of pipe insulation and loft platform and walkways.

1.06 DEFINITIONS AND INTERPRETATION

The following definitions shall be used for the purpose of interpreting the contract and all documents relating thereto:-

Contract means:	the Form of Agreement, JCT Agreement for Minor Building Works 2011, Form of Tender, Collusive Tendering Certificate, Race Relations Declaration, The Conditions of Tender, The Specification, The Schedule of Rates, The Appendices A-G, Contractor's Method Statement.
Contractor means:	the tenderer whose tender has been formally accepted by the Employer.
Contract Period means:	the period commencing 2 nd September 2019 to 31 st March 2020.
Current Regulations means:	those in force at the time of tendering.
Dayworks means:	a pricing mechanism for works not covered by the Schedule of Rates. Comprises all hourly rates for operatives plus the net cost for materials and plant, uplifted by a tendered percentage. Defined in RICS publication.
Existing Structures means:	The building or buildings owned by the Employer and in which the Works are to be carried out.
Materials means:	all materials, fixtures, fittings and ancillary items used by the Contractor and incorporated into the finished work.
Normal working hours means:	08.00 to 17.30 inclusive Monday to Friday excluding Bank Holidays
Plant means:	items of specialist equipment needed to carry out the works but shall not include those items that could, in the opinion of the Contract Administrator, reasonably be expected to be regularly used by the Contractor. Plant shall only be used on those works that warrant the use of specialist equipment. If in doubt the Contractor shall clarify whether an item will be treated as "plant" with the Contract Administrator before hiring the same.
Weekday means:	Monday to Friday inclusive (excluding English bank holidays)
Work means:	the matters described in Item 1.05 of the Preliminaries including any goods or materials to be supplied by the Contractor and any variations or additions thereof arising under the Contract.

1.07 FORM OF CONTRACT

The form of Contract shall be the Minor Works Building Contract issued by the Joint Contracts Tribunal Ltd. 2011.

1.08 AMENDMENTS TO FORM OF CONTRACT

Recitals

- 1st Recital After the words “the Employer wishes the following work carried out” insert “The provision of a Cavity Wall and Loft Insulation Contract.” After the words “to be carried out under the direction of” insert “Sharon Williams, Head of Housing.” The words “the Architect” shall be deleted. The words “drawings numbered” (hereinafter called “The Contract Drawings”) shall be deleted.
- 2nd Recital delete [all reference to “Contract Drawings”]
- 3rd Recital delete “or Work Schedules”
- 4th Recital delete
- 5th Recital delete

Articles

- Article 2 delete
- Article 3 insert “Sharon Williams, Contract Administrator”
- Article 4 delete
- Article 5 delete

Contract Particulars

- Fourth Recital and Schedule 2 (Base Date) - Insert “5th July 2019”
- Fourth Recital and Clause 4.2 delete “is a ‘contractor’”
- Fifth Recital delete “is not notifiable”
- Article 7 delete “do not apply”
- 1.1 – CDM Planning Period insert the words “from award of Contract until commencement of construction” after the words “ shall mean the period”
- Clause 1.8 shall be inserted: All materials shall conform and work shall be done to the standards required for compliance with the regulations, standards and codes of practice in force at the time of installation or execution.
- Clause 2.2 delete and substitute with; “the contract period shall be the period commencing 2nd September 2019 and end on 31st March 2020”
- Clause 2.2 Date for Commencement of the Works - Insert “September 2017”
- Clause 2.2 Date for Completion: Insert “30 weeks after commencement”
- Clause 2.2 delete “may” and substitute with “shall”

1.08 AMENDMENTS TO FORM OF CONTRACT (contd.)

- Clause 2.4 reference to Contract Drawings shall be deleted.
- Clause 2.8 Delete the first sentence and substitute with the following: If the works are not completed by the Date for Completion stated in the Contract Particulars or by any later Date for Completion fixed under Clause 2.7 then the Contractor shall pay to the Employer liquidated damages at the rate of $(F \times D) + (A \times U)$ per week for every week during which the work remains uncompleted where:
- $F = £44.28$
 $A = £ 6.21$
 $U =$ The number of units in respect of which works remain uncompleted
- Clause 2.10 After the words "Rectification Period" insert "twelve months from completion of all properties on the contract"
- Clause 3.7 delete
- Clause 4.2 delete
- Clause 4.3.2 delete
- Clause 4.8.1 insert "15 working days"
- Clause 4.11 and Schedule 2 Delete
- Clause 5.3.2 Insert "10 million"
- Clause 5.4A delete
- Clause 6.6 add the following; "The Employer shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation:
- (1) If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract with the council, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to any Contract with the council, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.
- (2) If the Collusive Tendering Certificate shall be found to be untrue in any respect.
- Clause 5.4B delete and substitute with by the following: "The Employer shall insure against loss or damage to the existing structures by fire, lightning, explosion, storm, tempest and such other risks as the Employer shall consider expedient"
- Clause 6.4 delete and substitute with the following: "If the Contractor without reasonable cause (in the absolute opinion of the Contract Administrator) fails to proceed diligently with the Work in strict accord with the Specification or wholly or partially suspends the carrying out of the Work, the Contract Administrator may give notice to the Contractor which specifies the default and requires it to be ended.
- Clause 6.4.2 delete

1.09 CONTRACT ADMINISTRATOR

The Contract Administrator or her nominated representative(s) shall act on behalf of the Council for the purpose of the Contract and shall have the authority to issue instructions to the Contractor on matters relating to the performance of the Contract.

1.10 DOCUMENTS MUTUALLY EXPLANATORY

The Contract is formed from several documents and shall be taken as being mutually explanatory of each other, any anomalies or discrepancies shall be referred to the Contract Administrator for clarification. Any such clarification shall be confirmed to the Contractor in writing by the Contract Administrator.

1.11 TENDER RATES

Nothing contained in the Tender documents shall modify, affect or override the interpretation or application of any paragraph in the Specification.

The Tendered rates in the Form of Tender and “Schedule of Rates/Dayworks/Preliminary Costs/Schedule of Dwellings” shall be fixed for the duration of the Contract, and include for all expenses to properly execute and complete the works.

The Tendered rates should include for all costs including (but not restricted to) all labour, material, transport, plant tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the work. No claim for extra costs due to the tendered rates being inadequate will be allowed.

1.12 PERIOD OF CONTRACT

The period of Contract will be 30 weeks from commencement.

1.13 PROGRAMME OF WORK

Within fourteen days of the date of the Form of Agreement the Contractor shall submit to the Contract Administrator for approval a Programme of Work. The programme shall detail on a week by week basis the order in which the Contractor proposes to undertake the Works to all the properties listed in the Schedule of Dwellings.

1.14 CONTACT POINT

The Contractor shall ensure that sufficient business telephone lines are available for the purpose of receiving incoming calls in respect of this Contract during normal working hours. This telephone number must be provided to the Contract Administrator at least 2 weeks prior to the commencement of the Contract.

The Contractor shall also ensure that all supervisors and key personnel employed on the Contract are provided with mobile phones, details of which are to be supplied to the Contract Administrator prior to commencement of the contract.

1.15 CONTRACT SUPERVISION

The Contractor shall ensure that a competent and qualified full time foreman is in attendance during 'normal working hours' to oversee and organise the progress of the Works. Such foreman shall be expected to be on site during the works and must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Contract Administrator. Instructions issued to the foreman will be deemed to have been issued to the Contractor. The foreman must liaise regularly with the tenants of the properties where works are in progress, preferably the day before, but in no case later than 9.30 a.m. on the day. Tenants must be aware if operatives are to be expected and if so what work will be carried out. The Contractor shall also ensure that the foreman is supplied with a mobile phone. The foreman will conduct their own snag of the works and; have any appropriate remedial works carried out before declaring the works ready for inspection by the Contract Administrator. Any subsequent defects identified shall be completed by the contractor within 7 days of notification.

1.16 EXTENT OF THE WORKS

The quantity and extent of the works specified will be at the Contract Administrator's discretion and no minimum or maximum amount of work to each property is guaranteed.

1.17 SCHEDULE OF RATES

Nothing contained in the Schedule of Rates shall modify, affect or override the interpretation or application of any provision contained elsewhere in the Contract documents.

The tendered prices in the Schedule of Rates shall be fixed for the duration of all Contracts awarded.

The tendered Schedule of Rates prices and Dayworks rates, shall be deemed to include for all costs including (but not restricted to); all labour, material, transport, plant, tools, machinery costs, expenses, overheads and profit necessary to properly execute and complete the Works. No claim or extra costs due to the tendered sums being inadequate will be allowed.

The Contractor shall provide all materials necessary for the execution of any work he is required to carry out under the contract and shall be responsible for the safe storage of such materials on site.

1.18 NON-SCHEDULE OF RATES ITEMS

Where there is no item in the Schedule of Rates for any part or parts of the Works it shall be valued by the Contract Administrator on a fair and reasonable basis having first regard to the tendered Schedule of Rates where applicable on a pro rate basis.

In the event of the Contract Administrator approving the use of Dayworks the Employer will pay to the Contractor the appropriate Tendered Daywork rates.

1.19 DAYWORKS

The Prime Cost of Dayworks shall be defined under the "Definition of Prime Cost of Daywork Carried out Under a Building Contract", as published by the Royal Institution of Chartered Surveyors and the Building Employers Confederation dated 1st December 1975. The percentage adjustment in the schedule of rates for materials and plant will be the percentage adjustment to the prime cost to cover incidental costs, overheads and profit as defined in Section 6 of the Definition of Prime Cost of Daywork Carried out Under a Building Contract.

1.20 WORK RECORDS AND TIMESHEETS

The Contractor shall keep proper work records and time sheets, showing the time worked by the people in his employ in and about the execution of the Contract and produce such whenever required for inspection by any person authorised by the Employer.

1.21 PERFORMANCE OF WORK

The Contractor will confirm with the tenant, as soon as practicable, dates and times for the execution of the Works, providing at least seven days' notice of commencement to ensure access when required. Once arrangements have been made with the tenant, the Contractor must confirm with the Contract Administrator the dates prior to commencement of the Works. Any problems with obtaining access should be reported to the Contract Administrator immediately. Every effort is to be made by the Contractor during the course of the Work to ensure that the continuity of services is maintained. The Contractor shall give a card to the tenant giving his name, address and telephone numbers for both in office hours and out of office hours.

The Contractor will only be allowed to advertise in a manner approved by the Contract Administrator.

The Contractor shall inform the Contract Administrator when existing hidden work is exposed. Such work is not to be covered prior to an inspection by the Contract Administrator.

The contractor will be expected and encouraged to maintain a consistent team of operatives dedicated to this and any continuation contracts. This is important to ensure good communications between contractor and employer and mutual understanding of expected levels of workmanship and methods of performing the works. It is in the contractor's interest to provide a consistent team as agreed methods working practices and standards of workmanship etc. conveyed to the foreman verbally or in writing will be expected to be disseminated to all operatives and applied thereafter across all properties. No exemptions will be given to new operatives on site who are not familiar with the agreed site practices.

If the Contractor is unable to complete the Works within the specified period he shall immediately notify the Contract Administrator stating the reasons/events for delay and the extent of the delay. Consideration will be given to an extension of time calculated in accordance with the contract.

1.22 TEMPORARY SUPPLIES

The Contractor shall provide and include for any temporary water supply or temporary lighting and power he may require for the Works and pay all fees and charges in connection therewith and remove the same on completion. Alternatively the Contractor should allow in his prices the costs of reimbursing the tenants if their power supplies are used.

1.23 MANAGEMENT ON SITE

Adequate site storage facilities and skips for materials and plant must be provided and sited in a position approved by the Contract Administrator. The storage of materials in the individual properties will not be acceptable.

The Contractor is to maintain excellent communications with the tenant and provide at least 24 hours' notice of his need for access to undertake work each day in order to comply with the Council's tenancy conditions.

The Contractor is requested to provide an 'outside normal working hours' contact telephone number for emergencies or call outs.

The Contractor shall be responsible for all damage or loss caused by or arising from the work including tenants' fixtures, fittings and possessions.

Care is to be observed when placing ladders, etc., against roofs, walls, etc., and the Contractor will be required to put right any subsequent damage or disturbance to decorations, structure and grounds caused.

1.23 MANAGEMENT ON SITE (contd.)

As a minimum the Contractor shall provide all personnel employed by him or engaged upon the work with a form of identification approved by the Contract Administrator which must contain the following details:

- (1) Photograph of Operative
- (2) Operative's Name
- (3) The Contractor's Name, Address and Telephone Number

This identification card shall always be worn clipped to the overalls when calling at tenants premises.

The Contractor is to protect all trees, shrubs and flowers except those that must be removed to enable the works to be executed and to replace any that become damaged at his own expense.

The Contractor will be responsible for finding suitable locations for skips and storage etc., approved by the Contract Administrator, and obtaining licences where required.

Plant, materials and waste should be stored in a tidy manner to keep obstruction and/or nuisance to a minimum. No materials are to be stored in the open.

On completion of the works the Contractor is to thoroughly clean the site and remove all splashes, debris, rubbish and accumulated materials relating to the works.

The Contractor is to maintain and protect public roads and footpaths, including statutory services and similar undertakings, and is to make good or pay for any reinstatement of all damage thereto.

Any water used shall be potable.

Welfare facilities and storage on site

The Contractor will be required to provide (in accordance with the Construction Regulations) and properly maintain in use the site facilities shown below. Their location is to be agreed with the Contract Administrator and (with the exception of skips) must be contained within one site compound fixed for the duration of the contract period unless otherwise directed by the Contract Administrator:

1. Site Hut (heated) – to provide temporary site office and mess facilities, to include the provision of table; chairs; washing facilities including hot and cold (or warm water), basin or bucket, waste water collection/disposal, soap and towels.
2. Materials Storage Container – central storage for unfixed materials on site and plant
3. Portaloo
4. Skip (separate skip for Asbestos waste as required – must be within compound)
5. Recycling Storage

'Compound' will be deemed to mean an area fenced off with 2m high proprietary galvanised wire fencing panels.

The cost of these facilities is to be included in the Schedule of Rates under "Preliminaries". The contractor is to assume there will be no charge for the land occupied by the site compound.

1.24 PARTY WALL ACT AND ENCROACHMENT

The Contractor to notify the Contract Administrator immediately if the proposed works necessitate a notice to be served

If the execution of Works requires that workmen must enter upon property adjoining the Works, the necessary permission must first be obtained by the Contractor. The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of his employees. Workman will be allowed only into such parts of the site and buildings as may be necessary to execute the Works.

1.25 MATERIALS AND WORKMANSHIP

Unless otherwise specified where an appropriate Agreement, Standard Specification or Standard Code of Practice issued by either the British Standards Institution or a recognised body of any member state of the E.C. is current at the date of tender, all goods and services used or supplied and all workmanship shall be in accordance with that Agreement and/or Standard, free from flaws or defects. The Contract Administrator shall have full power to reject any materials or workmanship which in his opinion are unsuitable for the purpose for which they are intended or are not in accordance with the specification. Any materials and workmanship rejected shall be removed from the site and proper materials or workmanship substituted therefore at the Contractor's expense.

1.26 DEFECTIVE MATERIALS OR IMPERFECT WORK

If at any time the Contract Administrator shall disapprove of any of the materials employed, the Contractor is to forthwith remove such materials from the site and to substitute others of approved quality and where any portion of the Works executed shall be considered defective or imperfect, or not in accordance with the terms of the Contract, such defective or imperfect Works shall be forthwith removed and the Works re-executed in an approved manner at the Contractor's own cost.

If the Contractor fails to remove or make good any defective or unsatisfactory work within seven days of notification, the Contract Administrator shall, at his discretion, have the power to complete or rectify the work using an alternative Contractor and shall, in so doing, have an overriding duty to mitigate his loss. Any costs involved in the rectification of the work, shall, at the Contract Administrator's discretion, be re-charged to the original Contractor and the amount deducted from any monies outstanding to the original Contractor.

For avoidance of doubt this includes snagging items. The Contractor is expected to conduct his own snag of the works in accordance with clause 1.15. If any defective items are noted at the sign-off inspection by Contractor and C.A. they must be rectified within 7 days.

Should any claim for payment be rejected by the Contract Administrator due to defective workmanship or materials, the Contractor will be required to carry out remedial works at his own expense within seven days of notification by the Contract Administrator of defective work. Once completed the Works will be subject to re-inspection following receipt of the re-submitted invoice.

1.27 INVOICE AND PAYMENT

Prior to the submission of an invoice a joint visit will be required to agree the schedule of rates used and any additional works.

To avoid the risk of rejected invoices necessitating re-submission and inherent delay, the process for invoicing and payment will be; applications for payment, agreement of figures, invoices and pay. Described as follows:

Application for payment: the contractor submits his draft account of completed works to date itemising all the SOR items and the relevant measures for each property and in accordance with the contract. The valuation and payment process will run on a 28 day cycle in accordance with the contract.

Agreement: The Contract Administrator will check the application for payment for correctness and confirm the figures are correct or identify discrepancies within 7 days. Once the figures are agreed the contractor is to submit his invoice to reflect the agreed amounts.

1.27 INVOICE AND PAYMENT (contd.)

Invoice and payment: Once the invoice is received it will be processed immediately for payment, subject to all other conditions for payment (e.g. supporting documents, certificates provided etc.) having been met. Invoices must show the correct date of submission or else risk being rejected. The Councils' finance team operate a weekly cycle of payments. Payment certificates are processed on a Thursday morning. Payments into suppliers/contractors accounts are made on a Tuesday. Payment will be made by BACS on the Tuesday that falls on or immediately before 14 days after the interim valuation due date. Payments can only be made when in receipt of a valid VAT compliant invoice.

Invoices will only be processed for payment if supported by; a detailed breakdown of the amount claimed and approved, all relevant electrical certificates (include. Part P certification of compliance), Gas safety certificates where applicable and a Tenants Satisfaction Note.

Valuations for payment will be determined using the actual measured quantities fitted on site (priced in accordance with the tendered rate in the appropriate Schedule of Rates item. No additional payments will be made for product wastage unless it is in excess of that which is considered to be normal for this type of work and this will be at the Contract Administrator's absolute discretion.

Paid measurements will be in whole units with measures ≥ 0.5 rounded up.

No payment in respect of any individual property will be made unless all the Works detailed in a specified item in the Schedule of Rates and all Works listed to be carried out have been duly completed to the reasonable satisfaction of the Contract Administrator.

No valuation will include any element for unfixed materials stored on site unless specifically agreed with the Contract Administrator prior to their delivery.

Should any sum of money become payable by the Contractor to the Employer, then such sum or part thereof may be deducted by the Employer from any monies due to the Contractor whether arising from this contract or otherwise.

The Employer's Deputy Chief Executive may require information and documents relating to accounts/invoices in order that an audit may be undertaken prior to any payment.

1.28 VARIATIONS

Where the Contract Administrator issues variations to the works, the Contractor must detail and price such in the application for payment invoice.

Any addition to, omission from, or any other change to the works, may be made by the Contract Administrator at any time. Where this involves delay consideration will be given to extending the contract period.

1.29 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

The Contractor shall comply with and give all notices required by statute, or any statutory instrument, rule or order or any regulation or by-law applicable to the works and shall pay all legally demandable fees which will be deemed to be included in the tendered rates.

1.30 EFFECT OF CERTIFICATES

No certificate of the Contract Administrator shall of itself be conclusive evidence that any work, materials or goods to which it relates are in accordance with this Contract except where and to the extent that any of the particular qualities of any materials or goods or any particular standard of an item of workmanship was described expressly in the Specification or Schedules of Work or in any instruction issued by the Contract Administrator to be for the approval of the Contract Administrator or to be to the satisfaction of the Contract Administrator.

1.31 VALUE ADDED TAX

The sum or sums due to the Contractor under the Contract are exclusive of value added tax and the Employer shall pay to the Contractor any value added tax properly chargeable by the Commissioners of Customs and Excise.

1.32 HEALTH AND SAFETY

The Contractor shall at all times during the Contract period comply with the requirements and provisions of the Health and Safety at Work Act 1974 and further at his own cost must provide and maintain welfare and safety measures up to the standard outlined in the (including latest amendments of) Construction (General Provisions) Regulations 1961 S.1 1580, as amended S.I 1988 No. 1657 and S.I 1989 No.635 the Construction (Lifting Operations) Regulations 1961 S.I 1581, as amended by S.I 1989 1141 the Construction (Working Places) Regulations 1966 S.94, The Construction (Health and Welfare) Regulations 1996 S.95, as amended by S.I 1980 No.1248 and S.I 1981 No.917 and where applicable the Work Place Health Safety and Welfare Regulations 1992, and The Factories Act 1961, Electricity at Work Regulations 1989 No.653 1990 both as regards his own work people and for the work people of the sub-contractors or specialist firms employed on the site under the supervision of the Contractor, also occupants of premises, or the public using premises, or employees of the Employer visiting the premises which are the site of works order under this Contract.

The Contractor shall allow for suitable, heated, welfare facilities, serviced with hot and cold running water and WC facilities. There should be a rest area and means of heating food and drying clothes etc. The Contractor must allow for providing and maintaining power services and to relocate the facilities as necessary to be conveniently accessed, as the contract progresses from area to area.

In the carrying out of the work or services under this Contract the Contractor, and all his employees' sub-contractors and any other person working to his order shall observe all provisions statutory or otherwise.

The Pre-Construction Information (annexed hereto) is a compilation of information regarding the significant health and safety risks relating to the project, which the principal Contractor will have to manage during the course of the works. The Contractor should take this information into account when preparing his tender, and price accordingly.

A method statement and/or risk assessment is required from the Contractor, and should be included in your tender submission.

Construction (Design and Management) Regulations 2015

The Contractor shall at all times comply with the requirements and provisions of the Construction (Design and Management) Regulations 2015.

A method statement and/or risk assessment is required by the Contractor, and should be included in your tender submission.

The Principal Contractor is responsible for developing and preparing the Safety File for this project. The completed Safety File will be passed to the Employer at Practical Completion

The Principal Designer will be the Contract Administrator.

1.33 ASBESTOS

Working with Asbestos: When carrying out work of any kind on asbestos based materials particular attention is drawn to Ashford Borough Council's Code of Practice, the Control of Asbestos Regulations 2012 and Statement of Policy on asbestos which will be strictly enforced and is available on request.

1.33 ASBESTOS (contd.)

The employer will commission asbestos surveys where appropriate to identify and make the contractor aware of any Asbestos Containing Materials (ACM's) so far as is reasonably practicable that might be disturbed by the works before they start. If there is any doubt as to the likely presence of any ACM's then a survey will be requested. If there is very good reason to presume there are no ACM's present (e.g. age of property or significant preceding negative surveys for similar properties) then no survey will be done for that property in advance.

In any event, the Contractor must be aware that ACM's may be discovered during the course of the works. It is therefore essential that all operatives have received Asbestos Awareness Training in the last two years and are fully conversant with the Contractors RAMS in this regard. In particular all operatives must be aware of the emergency procedures should an ACM be disturbed AND likely to have released fibres above the control limit.

The Contractor will be required to submit his asbestos related RAMS and Asbestos Policy prior to the works starting together with records showing the asbestos training of operatives so that an assessment of their asbestos competency can be undertaken.

The employer expects the Contractor to be fully conversant with the types of ACM's that are typically encountered with this type of work and in this archetype and the relative regulations ACoPs and HSE Asbestos Essentials Information sheets such that they are aware what work requires an asbestos licensed contractor and what work is notifiable to the HSE. The expectation is that the Contractor will use its own operatives to undertake any un-licensed non-notifiable works in a safe approved manner. If the Contractor chooses to use a licensed contractor for unlicensed non-notifiable works the employer will not entertain any claims for additional costs incurred. When pricing the SOR for removal and disposal of ceilings and floor tiles the Contractor is to presume these are ACM's and allow for all additional costs in their price.

The contractor will be required to provide waste consignment notes and Plans of work for all ACM's removed. In addition, where works are notifiable a copy of the ASB5 notice to the HSE will be required as well as Certificates for re-occupancy. The employer will provide the analyst to supervise licensed works, monitor air quality and complete the four stage clearance tests of enclosures.

The Employer required all notifiable works to be undertaken by a Licensed Asbestos Removal Contractor.

1.34 ENVIRONMENTAL POLICY

General building materials shall be sourced from a supplier holding ISO14001 certification, proving environmentally aware management systems.

The Contractor is responsible for recycling or disposing of waste at approved disposal sites and shall include the costs thereof within his tender. Waste is to be cleared from dwellings at the end of the day. On no account is waste to be stored in gardens, not even on a temporary basis.

Waste arising from works that is not recyclable is to be stored in enclosed, skips until full. All full skips must be removed from site immediately. The Contractor is responsible for supplying all skips required and finding suitable locations for them. The Contractor is also responsible for obtaining all licences and approvals required.

The Contractor will implement and observe the Employer's Code of Practice for noise and dust from construction sites. If the works specified require the use of a substance and there is a choice available of two or more substances that are similarly priced then the Contractor will give preference to the substance which causes the least environmental harm and then the substance that is produced by the least environmentally damaging process. In particular the Contractor will avoid the use of peat or CFC blown insulation or packing and avoid the use of the most hazardous wood preservatives.

1.35 ENVIRONMENTAL STATEMENT

We are becoming more aware of the pressures we are putting our planet under, global warming and resource management are of the most concern. The Stern report and the Government reassure us "it's good business to be "Green", most believe the planet cannot sustain the human race unless we practice being "Green".

1.36 DEFECTS LIABILITY

Upon completion of all specified Works the Contract Administrator shall issue a certificate of practical completion and the defects liability period will commence. The defects liability period for the works shall be for a period of 12 months from the certified date of practical completion.

Any defects, shrinkages or other faults which arise and/or are identified and are notified by the Contract Administrator to the Contractor not later than 14 days after the expiry of the defects liability period, and which are due to defective materials and/or workmanship, shall be made good by the Contractor at no cost to the Employer. The Contract Administrator (with the consent of the Employer) reserves the right to elect not to have certain defects remedied and make appropriate deductions (to reflect the estimated saving to the Contractor) from retention monies held accordingly (see 1.38: Retention)

The Contractor will agree access with the tenant to rectify defective work giving reasonable notice. Any problems gaining access are to be reported immediately to the Contract Administrator.

Any defects or remedial work reported to the Contractor within the defects period are to be rectified as soon as possible and at the latest within 7 calendar days of the Contract Administrator informing the Contractor of the defect. Defects of any emergency nature, i.e. water/gas leaks and electrical faults, etc., are to be rectified immediately including out of office hours. If the Contractor cannot honour this obligation, the Employer may engage others to do the work and re-charge costs incurred to the Contractor.

1.37 DELAY OR NON-COMPLETION ON INDIVIDUAL PROPERTIES

In the event of the Contractor failing to carry out the Works to an individual property within the specified Priority Time of 15 working days (and the Contract Administrator not granting an extension of time) failing to attend to snagging within 7 days for notification or attending to defects in the defects period within 7 days the Contract Administrator shall have the discretion to impose one or more of the following in relation to that property:

- (a) Re-issue the Works to an alternative contractor. Any costs which occur due to re-issuing of Works shall, at the Contract Administrator's discretion, be rechargeable to the original Contractor and such amount deducted from any monies outstanding to the original Contractor.
- (b) Re-charge any additional administration costs relating to the delay incurred by the Employer in awarding any non-completed works to another Contractor.

1.38 RETENTION

The Employer shall be entitled to deduct a retention from monies due to the Contractor. This will be 5% of the value of completed work during the works. At Practical Completion half of this retention will be released (2.5%) with the remaining 2.5% being released at completion of Defects. The retention monies shall be released by the Employer to the Contractor at the end of the defects liability period subject to all defects being satisfactorily rectified and the provisions of clause 1.37 (Defects Liability).

1.39 SUB-CONTRACTING AND ASSIGNING

The Contractor shall not sub-contract the Works or any part thereof without the prior written consent of the Contract Administrator.

Such consent to be given or refused at the absolute discretion of the Contract Administrator.

1.39 SUB-CONTRACTING AND ASSIGNING (contd.)

The Contractor shall not assign the Contract.

1.40 INSURANCES

Injury to or death of persons

The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to any act or neglect of the Employer or of any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance which, in respect of liability to employees or apprentices shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof and in respect of any other liability for personal injury or death shall be such as is necessary to cover the liability of the Contractor or, as the case may be, or such sub-contractor.

Injury or damage to property

The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of injury or damage whatsoever to any property real or personal (other than injury or damage to the Works) insofar as such injury or damage arises out of or in the course of or by reason of carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor, his servants or agents, or of any person employed or engaged by the Contractor upon or in connection with the Works or any part thereof, his servants and agents. Without prejudice to his obligation to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance in respect of the liability referred to above in respect of injury or damage to any property real or personal other than the Works which shall be for an amount not less than the sum stated below for any one occurrence or series of occurrences arising out of one event:

Insurance cover referred to above to be not less than £10,000,000 (Ten Million Pounds).

The Contractor shall upon request by the Contract Administrator or the Deputy Chief Executive, submit evidence of the insurances referred to above.

1.41 SALE OF COUNCIL DWELLINGS

The Council's tenants have a statutory right of purchase in accordance with the provisions of the Housing Act 1985. Accordingly it may be necessary for the Contract Administrator to direct that any particular dwelling shall be excluded from the Works, but the Contract Administrator may at any time during the course of the Works direct any dwelling so excluded shall be re-introduced. No claims for losses incurred by the Contractor in respect of omissions/additions will be allowed. Regard will be given by the Contract Administrator to the timing of additions and grant extensions of time if appropriate.

Houses not included in the schedule are deemed to be owner occupied and therefore no treatments whatsoever is to be carried out to any house or flat except on special instructions of the Contract Administrator.

The tenderer should note that there maybe leasehold properties included within this scheme, and as such the tenderer's prices will be disclosed to the leaseholders as part of a consultation process, prior to the contract being signed.

1.42 TENANTS ALTERATIONS

In some cases the Tenants of a property may have carried out alterations to the fabric or design of the building. In such cases the Tenants may have become responsible for the maintenance of the alterations that they have carried out, therefore, the Contract Administrator may direct that any element of the works that may have been subject to alteration by the Tenant shall be excluded from the works.

1.43 EQUALITY AND DIVERSITY

The Company shall:

- (a) perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Client 's equality and diversity policy as provided to the Company from time to time; and
 - (iii) any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality Law; and
- (b) take all necessary steps, and inform the Client of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

1.44 SATISFACTION NOTE

The Contractor will approach the tenant at the completion of each property and obtain their signature on the standard Satisfaction Note (attached) which is to be submitted with the respective invoice. The Contract Administrator reserves the right to refuse payment unless a Satisfaction Note has been submitted.

1.45 TERMINATION OF CONTRACT

If the contract is terminated we may offer the work to the tenderer who submitted the second most favourable tender provided they maintain the rates originally tendered.

1.46 FREEDOM OF INFORMATION

- a) The Company acknowledges that the Client is subject to the requirements of the Freedom of Information Act 2000 ("the Act") and the Environmental Information Regulations 2004 ("the Regulations") and shall assist and co-operate with the Client (at the Company's expense) to enable the Client to comply with Information disclosure requirements
- b) The Company shall and shall procure that its sub-contractors shall:
 - i) transfer the Request for Information to the Client as soon as practicable after receipt and in any event within two working days of receiving a request for information
 - ii) provide the Client with a copy of all Information in its possession or power in the form that the Client requires within five working days (or such other period as the Client may specify) of the Client requesting that Information and
 - iii) provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a Request for Information within the time for compliance set out in section 10 of the Act or regulation 5 of the Regulations

1.46 **FREEDOM OF INFORMATION** (contd.)

- c) The Client shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
 - i) is exempt from disclosure in accordance with the provisions of the Act or the Regulations
 - ii) is to be disclosed in response to a Request for Information, and in no event shall the Company respond directly to a Request for Information unless expressly authorised to do so by the Client
 - iii) The Company acknowledges that the Client may, acting in accordance with the Act or the Regulations be obliged to disclose information:
 - iv) Without consulting with the Company, or
 - v) Following consultation with the Company and having taken its views into account.
- d) The Company shall ensure that all information produced in the course of the contract or relating to the Contract is retained for disclosure and shall permit the Client to inspect such records as requested from time to time
- e) The Company acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Client may nevertheless be obliged to disclose Confidential Information.

Definitions:

Commercially Sensitive Information: comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Company has indicated to the Authority that, if disclosed by the Client, would cause the Company significant commercial disadvantage or material financial loss.

Confidential Information: any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including Commercially Sensitive Information.

Environmental Information Regulations: the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Information: has the meaning given under section 84 of FOIA.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

Services: the services to be delivered by or on behalf of the Company under this agreement.

Sub-Contract: any contract or agreement or proposed contract or agreement between the Company and any third party whereby that third party agrees to provide to the Company the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Supplier.

1.46 FREEDOM OF INFORMATION (contd.)

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

GDPR: General Data Protection Regulation ((EU) 2016/679).

1.47 DATA PROTECTION AND DATA PROCESSING

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.47 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Company is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation. Schedule 5 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation).

Without prejudice to the generality of clause 1.47, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of this agreement.

Without prejudice to the generality of clause 1.47, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this agreement:

- (a) process that Personal Data only on the written instructions of the Client unless the Company is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (Applicable Data Processing Laws). Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify the Client of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the Company from so notifying the Client ;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client , to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Company has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Company complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

1.48 DATA PROTECTION AND DATA PROCESSING (contd.)

- (e) assist the Client, at the Client 's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Client , delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 3 ; and
- (i) indemnify the Client against any loss or damage suffered by the Client in relation to any breach by the Company of its obligations under this clause 1.47.

The Client does not consent to the Company appointing any third party processor of Personal Data under this agreement. Either party may, at any time on not less than 30 days' notice, revise this clause 1.47 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 replaced by attachment to this agreement).

Processing, Personal Data and Data Subjects

- (a) [Processing by the Supplier]
 - (i) [Scope]
 - (ii) [Nature]
 - (iii) [Purpose of processing]
 - (iv) [Duration of the processing]
- (b) [Types of personal data]
- (c) [Categories of data subject]

1.48 ADJUDICATION

Both parties to this Contract shall use their best endeavours to resolve disputes within a period of fourteen days.

All disputes between the parties arising out of or connected with the Contract or the performance of the Work by the Contractor which remain unresolved after the above period of fourteen days shall be referred to an Adjudicator to be agreed upon by the parties or in default of such agreement to be nominated by the President or Vice-President of the Royal Institute of Chartered Surveyors or nominee of such a person. The award of such Adjudicator shall be final and binding upon the parties. If upon the reference to an Adjudicator of any dispute between the parties, the Arbitrator shall find that in the exercise of his powers, duties and discretions under this Contract the Contract Administrator has acted unreasonably in all circumstances in the issue of any notice, instructions or certificate or the giving or withholding of any consent, the Arbitrator shall have full power to make an award which has the effect of amending such notices, instructions, certification or decision to give or withhold consent in such manner as the Adjudicator may think fit.

Notwithstanding any reference to arbitration the Contractor shall continue to perform the Services as herein provided unless otherwise instructed by the Contract Administrator.

1.49 FORCE MAJEURE

- (1) If either party is by reason of Force Majeure occurring before or after the date of this Contract rendered unable wholly or in part to carry out its obligations under this Agreement, then upon notice in writing specifying the nature of such Force Majeure from the Party affected to the other Party as soon as possible after the occurrence of the cause relied on the Party affected shall be released from its obligations and suspended from the exercise of its rights hereunder to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist:

PROVIDED THAT

- (2) (i) the party affected shall use all reasonable endeavours to terminate or circumvent the circumstances or impact of the Force Majeure with all reasonable speed
(ii) nothing in this Condition shall relieve either Party of its obligations (including obligations to make payments hereunder) accrued to the date of the Notice
- (3) The Events of Force Majeure shall be limited to the following:
(i) war, invasion, act of foreign enemy, hostilities, civil war, riots, insurrection or military power, blockade or embargo;
(ii) any statute, rules, regulations, order or requisitions coming into force or issued after the date hereof by Parliament or any Government Department, or other duly constituted authority;
(iii) shipwreck or other accident at sea, in the air or on the land other than due to the Contractor's negligence or
(iv) failure, shortage or delay of power, fuel, transport or supplies otherwise than due to the Contractor's negligence;
(iv) stress of weather, flood, drought, tempest, fire, explosion, corrosion, ionising, radiation, radioactive contamination, earthquake, lightening or volcanic eruption or any consequence of such occurrence.
- (4) SAVE where the consequences of Force Majeure are dealt with elsewhere the Contractor hereby undertakes to use its reasonable endeavours to provide the Services during an event of Force Majeure providing that the Contractor shall not be under any obligation to incur additional cost in excess of £200 in respect of any such event.

1.50 CONTRACTORS CODE OF CONDUCT

This code of conduct is has been produced to ensure that contractors who carry out work on behalf of the Council do so in a professional and courteous manner. There is nothing onerous or complicated in this code and it is simply to insure that our tenants and their homes are treated with the level of respect that you would expect if someone were carrying out work in your home.

The majority of Contractors carry out the requirements of this code as part of their normal operations and this should not add any additional burden to the current method of working.

Contractors are requested not only to apply with the laid down requirements of this code but also with the spirit in which it has been produced.

1. Contractors must keep all appointments made and turn up punctually. If there are likely to be any delays, the tenant must be kept informed. (reference should be made to the Councils access protocol)
2. Contractors are required to wear an appropriate form of clothing, which should be clean and tidy, and clearly display the name of the Contractor.
3. Contractors must display an identification card at all times. This should include:
 - a) photograph of the operative
 - b) The operatives name
 - c) The Contractors name, address and telephone number

1.50 CONTRACTORS CODE OF CONDUCT (contd.)

4. Contractors are not to park cars/vans on paths and grassed areas as it causes obstruction and damages the surfaces. Cars and Vans should not be driven over such areas to deliver materials or clear debris. This action nearly always results in complaints being received from members of the public, which reflects badly on the Contractor and on the Council.
5. On arrival the contractor should introduce him/herself and show their identification card to the tenant. If the tenant wishes to check the legitimacy of the operative with the Council, the operative must respect the tenant's right to do this, and wait outside the property until the tenant is satisfied they are legitimate.
6. All personnel working on site will be required to understand written English and be capable of communicating with the Contractor Administrator and tenants verbally, in English. This is essential for complying with the specification, amendments, tenant liaison and Health and Safety requirements of the contract.
7. Before starting work the Contractor should explain to the tenant the nature of the work that is to be carried out, how long it is likely to take and areas of the property that will be affected and confirm that this is what the tenant was expecting. Any significant differences should be referred to the Council for clarification.
8. Check with the tenant before turning off any electricity, gas or water supplies to ensure it is alright to do so as this may effect fridges, freezers, fish tanks, dialysis machines, stair lifts etc. Ensure that all services are restored as soon as the work is completed.
9. Contractors should treat all tenants and their homes with respect, and ensure the removal of delicate or valuable items from the work area prior to work commencing and agree the arrangements for moving furniture etc. Protective covers are to be used where required.
10. If the work affects more than one room in the property, every effort should be made to limit disruption to one room at a time.
11. The Contractor must comply with all relevant Health and Safety legislation and ensure that the site is kept safe at all reasonable times. All fire exits, lifts, staircases, corridors and doorways must be kept clear at all times and not obstructed by the Contractors tools or materials. Do not prop open controlled access doors/fire doors during the course of the works.
12. All necessary precautions should be taken to protect carpets and flooring with the use of clean dustsheets or other protective material as appropriate.
13. Obtain the tenants permission before using sinks, toilets, electricity and other services in the property.
14. If it becomes necessary to leave the property before the work is completed, for example to collect additional materials, the Contractor must inform the tenant when leaving the property and of the anticipated return time. The Contractor should also inform the tenant of the reason why it is necessary to leave the property before the work is completed. Make sure it is safe to leave the work incomplete while absent from the site.
15. If the tenant requests additional work to that specified, the Contractor should contact the Council for advice before carrying out such work in accordance with the contract (V.O. thresholds).

1.50 CONTRACTORS CODE OF CONDUCT (contd.)

- 16 During the course of the works the Contractor must not:
- a) Smoke, eat, drink or play audio equipment in resident's homes.
 - b) Consume alcohol or take non-prescription drugs under any circumstances.
 - c) Use the toilet, without the prior consent of the tenant.
 - d) Carry out works in the home without the tenant being present, unless their express consent is obtained.
 - e) Carry out works if only minors (e.g. children under 16) are present at the property.
 - f) Empty any substances down drains that are likely to cause staining, blockages or pollute the system.
 - g) Use foul or abusive language or threatening behaviour. Under no circumstances should contractors cause offence, inconvenience or personal harassment to a tenant. This includes unkind, embarrassing, suggestive and inflammatory or damaging words or gestures. Respect and sensitivity should be shown for all tenants, their relatives, friends and visitors and their home at all times.
 - h) Express their own personal views regarding, the work, Ashford Borough Council, other contractors etc.
- 17 The contractor is to ensure that all works are complete to a satisfactory standard and that all surplus material, equipment and rubbish are removed, leaving the property clean and tidy. All services that have been affected by the works should be tested and left in full working order on completion of the work (and at the end of each day if the work is not completed in one day).
- 18 The Contractor must inform the tenant that the work is complete and ensure that they are happy with the final result. If necessary, depending on the type of work, instruct the tenant how to operate and maintain all new equipment installed and provide operation manuals if appropriate.
- 19 Any private work undertaken by the Contractor for the tenant must be arranged separately to work carried out for the Council. The Council will not accept any involvement or responsibility for payment for this work. Contractors should note that it is the responsibility of the Tenant to obtain the Council's prior written approval to carry out works of a structural nature to the property, and contractors will be obliged to ensure that this approval has been granted prior to carrying out any work.
- 20 The contractor must maintain the highest levels of confidentiality regarding any personal information that is supplied to them about the tenants by the Council, also including any other information they may acquire whilst working at the tenant's home. Contractors must not discuss with the tenant the Council's business, other tenants, other properties, previous workmanship or other contractors.
- 21 The contractor should not under any circumstances accept gifts from tenants.

Special considerations

- 22 The Contractor should take special care when working in properties where the tenant has a mobility impairment, it is important to ensure that their movement is not restricted. If the work is likely to cause inconvenience or obstruction, this should be discussed with the tenant prior to commencing any work. Any furniture and other items that have to be moved to allow the work to be carried out should be repositioned once the work has been completed.

1.50 CONTRACTORS CODE OF CONDUCT (contd.)

- 23 When dealing with a tenant that is deaf or has a hearing impairment it is important to take this into account. Some simple steps that can be used are:
Ensure that you have attracted their attention
- a) Face the person you are talking to and speak at your usual tone/volume, unless the tenant specifically requests that you speak up.
 - b) If necessary write things down
 - c) Ensure that the tenant knows if you have to leave the property for any reason and try to give an idea of when you will be returning.
- 24 When dealing with a tenant that is visually impaired, blind or partially sighted it is important to take this into account. Some simple steps that can be used are:
- a) Ensure that you introduce yourself on arrival using an agreed password if this system is in use. Show your identity card if this is appropriate.
 - b) Explain clearly what the job you are going to do is and where you will be working.
 - c) If it is necessary to move items of furniture in order to carry out the work, these should be replaced in exactly the same position on completion of the work.
 - d) Ensure that the tenant knows if you have to leave the property for any reason and try to give an idea of when you will be returning.
- 25 Some tenants may feel nervous about having a stranger in their home. It is therefore important to identify yourself, your organisation and purpose of visit **before** entering the premises. In some instances it may be necessary for the tenant to arrange for someone else to be present at the property whilst work is carried out.
- 26 The Contractor should pay particular attention to the religious belongings of tenants, for instance, do not disturb a religious object without first asking if it can be moved. If a tenant asks you to comply with a particular religious or ethnic procedure, you should respect their request wherever possible. If this is going to have implications for your safety or ability to carry out the work, you should contact the Council for advice before proceeding.
- 27 Should the Contractor encounter a tenant who does not speak English they should contact the Council for advice.
- 28 Whilst working in occupied premises there may be circumstances when the contractor is unhappy to work in a property, for example a tenant who is under the influence of drugs or alcohol or who is verbally abusive. If a situation like this occurs, and you feel you cannot work in these circumstances, you should explain to the tenant, if possible, why you are leaving and report to incident to the Council.
- 29 If any valuable items are left within your working area, i.e. purses, cheque books, jewellery etc, it is advisable to ask the tenant to move them to somewhere more secure. This is to protect you, should these valuables subsequently go missing.
- 30 There may be instances where a Contractor is faced with violence or the threat of violence. It is advisable not to get drawn into these situations but to leave the premises as quickly as possible and report the incident to the Council.

1.51 THE BRIBERY ACT 2010

The Company warrants and undertakes to the Client that:

- a) 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.
- b) It will procure that any person who performs or has performed services for or on its behalf ('Associated Person') in connection with this Agreement complies with this Clause.

- c) It will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this Clause;
- d) It has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
- e) From time to time, at the reasonable request of the Client it will confirm in writing that it has complied with its undertakings under these Clauses and will provide any information reasonably requested by the Client in support of such compliance;
- f) It shall notify the Client as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware.

Where the Company or its employees, servants, sub-Contractors, suppliers or agents or anyone acting on the Company'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 Client, the Client has the right to:

- a) Terminate the agreement and recover from the Company the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the provision of the Services and any additional expenditure incurred by the Client throughout the remainder of the Term; or
- b) Recover in full from the Company any other loss sustained by the Client in consequence of any breach of this clause, whether or not the Contract has been terminated.

1.52 INDEMNITY

The Company agrees with the Client throughout the term of indemnify and keep indemnified the Client from and against any and all loss, damage or liability suffered and legal fees and costs incurred by the Client resulting from a breach of this Agreement by the Company including:

- a) Any act neglect or default of the Consultant's employees or agents or;
- b) Breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

The Client shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any death accident or injury to any workman or other person in the employment of the Company (including agents or sub-contractors) save and except to the extent that such accident or injury results from or is contributed to by any act or default of the Client their agents or servants and the Company shall indemnify and keep indemnified the Client against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.



ASHFORD
BOROUGH COUNCIL

Cavity Wall and Loft Insulation Upgrades

Section 2 General Items

Item	Cavity Wall and Loft Insulation Upgrades
2.00	General
2.01	<p>This contract is for the installation of new and; the upgrading of existing thermal insulation to domestic dwellings. Additionally, the successful contractor will also be required to provide consultancy services. The work could include any combination of the following:</p> <ul style="list-style-type: none"> - Loft Insulation. - Cavity wall insulation. - Pipe lagging. - Cistern lagging. - Providing post work Energy Performance Certificates (EPC's) and; - *Green Deal Assessments to identify further energy efficiency measures. <p>*The Contractor must hold PAS2030 Certification for Specific measure to be installed, although funding is unlikely to come via Green Deal for council owned dwellings.</p>
2.02	<p>The Contractor will need to meet the following industry standards:</p> <ul style="list-style-type: none"> - BBA certified for the installation of cavity wall and loft insulation. - Cavity Insulation Guarantee Agency certified (for CIGA 25 year guarantee). - Gas safety awareness trained installers (particularly for cavity wall insulation). - Member of the National Insulation Association (NIA). - Fully trained and certified installers via their system designers/BBA. - Trained and BBA registered insulation surveyors and; - Have access to Energy Company Obligation (ECO) funding. <p>Contractors should also hold the appropriate waste carrier licence for the transportation of extracted material.</p>
2.03	<p>The contract will be let on a schedule of rates basis, intended to be a cost per dwelling type anywhere within the Ashford Borough. There is no set programme and identified works will be instructed on an ad-hoc basis. In establishing the schedule of rates, the Contractor is to allow for:</p> <ul style="list-style-type: none"> - Providing/meeting the following "standard" preliminary items/conditions. - All overheads and preliminary costs involved in servicing the contract. - Labour, plant, materials and waste disposal and mobilisation costs. - Attendance/ liaison with others, such as the Employer, Tenants, etc. - Provision, adaptation, maintenance and removal of temporary works and protection, necessary.
2.04	<p>The archetype dwellings are broken down fully in section 5 (the schedule of rates).</p>
2.05	<p>For the purpose of pricing the Contractor shall NOT allow for any grant funding toward the cost of the works. Once the contract has been awarded, however, the Contractor will be required to seek grant funding (not Green Deal) for every dwelling instructed.</p> <p>He will be required to show where and; how much funding, has been achieved.</p>

Item	Cavity Wall and Loft Insulation Upgrades
2.00	General (contd.)
2.06	<p>The dwellings are occupied, and will remain so during the work. The Contractor must ensure that they are maintained in a safe and habitable condition throughout.</p> <p>Where necessary, the Contractor must provide temporary works and protection including tower scaffolding / level deck access systems or other means of accessing higher level areas, screens, fans, netting and security.</p> <p>Temporary works include adapting and maintaining as necessary, clearing away and making good when no longer required.</p> <p>Protection includes taking whatever means necessary to prevent damage and contamination from dust or hazardous materials (particularly where extraction and disposal of old insulation is required). This includes being able to use paths, entrance doors and internal circulation spaces without hindrance or obstruction.</p>
2.07	<p>The Contractor will be required to provide a waste management plan for construction waste, arising from the works. The plan should also show what materials, if any, will be recycled and how they will be dealt with.</p>
2.08	<p>The Contractor must give a two week notice period, before commencing any particular property. Once started, the works are to be continuously resourced and serviced. Any inconvenience to the residents is kept to a minimum.</p>
2.09	<p>Materials must be stored in locked containers (or remain in vehicles) when not for immediate placement.</p>
2.10	<p>Where necessary, allow for suitable and sufficient waste skips for the works. These must not be placed on roads or footways; nor is it acceptable to stack or store materials, or waste, in these areas (except for short loading and offloading periods).</p>
2.11	<p>Waste and rubbish must not be allowed to accumulate and must be disposed of as it arises</p>
2.12	<p>The Employer will be responsible for applying for any Building Notices required.</p>
2.13	<p>The Employer will be responsible for arranging for sheathing or relocation of any overhead electrical supply cables, prior to works commencing.</p>

Item	Cavity Wall and Loft Insulation Upgrades
2.00	General (contd.)
2.14	<p>For cavity wall insulation work, the Contractor must gain access to every dwelling and any immediately adjoining neighbour(s). He must record, and satisfy himself, as to the current condition of:</p> <ul style="list-style-type: none"> - Decorative conditions. - Existing defects. - Fixtures and fittings that could sustain damage as a result of the work and; - Anything else that could conceivably be damaged. <p>A photographic record of any adverse findings, endorsed by the Resident is to be provided to the Employer. NO work is to commence (in a particular area) until every dwelling, at risk of being affected, has been inspected.</p>
2.15	<p>A Supervisor is to be appointed to oversee the works and have a mobile telephone that utilises a network that covers the site(s). The Supervisor must be available for contact, during working hours, all the while works are in progress on site.</p>
2.16	<p>The Employer will not object to the successful Contractor soliciting his own work (e.g. any immediately adjoining, privately owned dwellings).</p>
2.17	<p>Any such work however, would be an entirely private arrangement, must not have an adverse effect on the programme and be carried out entirely at the Contractors risk.</p>
2.18	<p>The management of any vehicles (used in connection with the works) including suppliers or sub- contractors is the Contractors responsibility. Vehicles must be parked considerably and sensibly in a manner that does not cause undue nuisance, inconvenience or danger to local residents.</p> <p>Deliveries should be planned to avoid busy times of the day (.e.g. school runs) and are to be supervised and directed by a competent Banksman.</p>
2.19	<p>Monthly interim payments will be made for this contract. The Contractor shall present the client with a payment summary containing:</p> <ul style="list-style-type: none"> - A list of properties that have benefitted from works. - Work break-down for each property; i.e. the appropriate schedule of rate codes. - The adjustment for any contributory grant funding achieved (see clause 2.05). - Any CIGA warranties for all cavity wall insulation work and; - The completed Tenant satisfaction note.
2.20	<p>All works are to be carried out strictly in accordance with the System Designer/BBA instructions and approved code of practice (ACOP).</p>

Item	Cavity Wall and Loft Insulation Upgrades
2.00	General (contd.)
2.21	<p>The basic works for cavity wall insulation comprises:</p> <ul style="list-style-type: none"> - Drill walls as necessary / remove brickwork. - Extract existing insulation (using a certified extraction system). - Clear cavity of debris. - Allow sufficient time for the cavity dry. - Refill cavity with Whitewool (or similar). - Fit UPVC plugs (sealed with colour matched sealant) and; - Make good any damage to brickwork.
2.22	<p>For the purpose of pricing the Contractor shall allow for 3 exposed walls in flats (two walls direct to outside and one wall in the unheated communal hall).</p>
2.23	<p>The basic works for loft insulation could comprise any combination of the following:</p> <ul style="list-style-type: none"> - Extract and dispose existing loft insulation. - Partial relay of existing loft insulation. - Full relay of existing loft insulation and; - Incremental top up loft insulation (Superglass Multi-Roll 40 or similar) in layers and in accordance with the General Requirements and Guidance for the Installation of Cold Roof Loft Insulation.
2.24	<p>For hard to treat dwellings or; where there are particular circumstances where the Contractor deems it necessary (to carry out the work safely) a fully boarded access scaffold may be required.</p> <p>The Contractor must agree this with the Employer before proceeding.</p> <p>The contractor should NOT allow for fully boarded scaffolding within the schedule of rates. Where this is required, the additional costs will be funded from the contract contingencies.</p>
2.25	<p>The Client only has limited funding for this contract.</p> <p>The Contractor is required to disclose his prices, for all work items shown in the Schedule of Rates; whether those works will be instructed or not.</p> <p>Collectively, the rates will show the Contractors competitiveness in the market place and the Contract will be awarded on this basis.</p> <p>Under NO circumstances should the Contractor assume that the overall value of work arrived at, will be the amount of work actually issued to him. It must be clearly borne in mind, that no guarantee of any amount of (in any of the distinct categories) can be guaranteed.</p>



ASHFORD
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Cavity Wall and Loft Insulation Upgrades

Section 3 Scaffolding

Cavity Wall and Loft Insulation Upgrades

3.00 Scaffolding

If a scaffold is necessary (as noted in clause 2.23), the contractor **shall** arrange the works, in accordance with the following

- 3.01 All scaffolding (and work in installation and maintenance thereof) shall comply with:
- The Workplace (Health Safety and Welfare) Regulations 1992
 - NCAS Guidance TG20:08
 - Working at Height Regulations 2005.
- 3.02 Scaffolding shall be 5 board wide, independent, tied scaffolding. There must be safe and easy access. Work platforms must be capable of carrying any temporary loadings, imposed by materials (for immediate use or removal), plant and equipment.
- 3.03 The Contractor must ensure scaffold (or other work platform) provides complete protection of the public from the ongoing works. This includes:
- Toe boards, brick guards and/or mesh screening.
 - Guarding against falling objects/debris (such as underslung netting).
 - Fans above doorways or other thoroughfares.
 - Foam bumpers to all standards where they are adjacent to the sides of footpaths and at the entrances to doorways.
- 3.04 The working platform must be cleared (and gently swept with a dustpan and brush) at the end of each shift.
- 3.05 Scaffolds must be struck and cleared, within five working days after sign-off.
- 3.06 External doors, paths and access routes to gardens, outbuildings and garages must not be blocked or restricted.
- 3.07 Scaffolding must be constructed in a way that allows the operation of at least 1 fully "open-able" window (minimum 0.35m² in casement area) above ground floor.
- 3.08 The Contractor must not tamper with or alter the scaffolding (including the taking up and repositioning of gang boards). Scaffolding must undergo a weekly safety inspection by a suitably qualified and competent person, to ensure its continuing fitness for purpose and integrity.
- If this is not conducted by the Contractor themselves, any additional costs in meeting this requirement are to be allowed for.
- 3.09 Gated access points and tied ladders are required.
- 3.10 The contractor is to ensure that the ladders and scaffold are rendered inaccessible at the end of each work shift.
- 3.11 The contractor must allow for any additional costs involved in providing access to the side and rear of dwellings which may have attached stores, lean-to structures, conservatories etc. This includes beaming over of the structures.

Cavity Wall and Loft Insulation Upgrades**3.00 Scaffolding (contd.)**

- 3.12 The scaffold must be made inaccessible at the end of each shift, by removing the ladders or boarding them over.
- 3.13 The Employer reserves the right to allow the use of the scaffolding by other Contractors appointed by them.
- 3.14 Particular attention is to be given with scaffolding, netting, meshes and working in the vicinity of gas boiler flues and the Products of Combustion (POC) emitted to prevent the build-up of POC's and effects of the POC's on personnel and residents alike. A risk assessment should be made to assess this risk and if deemed unacceptable, the Employer shall be advised and consulted before the scaffolding is erected and works are started.
- 3.15 Care shall also be taken to avoid potential damage and interference with boiler flues. If the contractors suspects this has happened, the contractor shall turn off the gas and inform the resident and Employer immediately.



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Cavity Wall and Loft Insulation Upgrades

Section 4

Asbestos

Cavity Wall and Loft Insulation Upgrades**4.00 Asbestos**

- 4.01 Where any doubt exists, the Employer will commission a Refurbishment and Demolition Survey to identify any Asbestos Containing Materials (ACM's).
- 4.02 Should the Contractor discover (or suspect the presence of) any un-notified ACM, work is to cease until the Employer has investigated and issued further instructions.
- 4.03 If ACM removal work is necessary the Employer will arrange and pay for this. The Contractor shall allow any attendance costs and the use of any scaffolding to facilitate this work.
- 4.04 The Contractor will be expected to make (and show that he has made) best efforts to redeploy resources and maintain an orderly flow of work, elsewhere on the contract. The Employer will only consider claims for financial recompense or an extension of time, as a result of clause 4.02; if this can be demonstrated.



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Cavity Wall and Loft Insulation Upgrades

Section 5

Schedule of Rates

Cavity Wall and Loft Insulation Upgrades

5.00

Schedule Of Rates

DWELLING TYPE	CAVITY INSULATION	SOR CODE	COST £
1 bed flat < 2 storey	Extract and remove.	CAV01	
1 bed flat < 2 storey	Renew.	CAV02	
1 bed flat < 3 storey	Extract and remove.	CAV02	
1 bed flat < 3 storey	Renew.	CAV03	
1 bed flat < 4 storey	Extract and remove.	CAV04	
1 bed flat < 4 storey	Renew.	CAV05	
1 bed flat < 5 storey	Extract and remove.	CAV06	
1 bed flat < 5 storey	Renew.	CAV07	
2 bed flat < 2 storey	Extract and remove.	CAV08	
2 bed flat < 2 storey	Renew.	CAV09	
2 bed flat < 3 storey	Extract and remove.	CAV10	
2 bed flat < 3 storey	Renew.	CAV11	
2 bed flat < 4 storey	Extract and remove.	CAV12	
2 bed flat < 4 storey	Renew.	CAV13	
2 bed flat < 5 storey	Extract and remove.	CAV14	
2 bed flat < 5 storey	Renew.	CAV15	
3 bed flat < 2 storey	Extract and remove.	CAV16	
3 bed flat < 2 storey	Renew.	CAV17	
3 bed flat < 3 storey	Extract and remove.	CAV18	
3 bed flat < 3 storey	Renew.	CAV19	
3 bed flat < 4 storey	Extract and remove.	CAV20	
3 bed flat < 4 storey	Renew.	CAV21	
3 bed flat < 5 storey	Extract and remove.	CAV22	
3 bed flat < 5 storey	Renew.	CAV23	
SOR – TABLE 1	Sub-Total:		

Cavity Wall and Loft Insulation Upgrades

5.00

Schedule Of Rates (contd.)

DWELLING TYPE	CAVITY INSULATION	SOR CODE	COST £
1 bed bung (semi)	Extract and remove.	CAV24	
1 bed bung (semi)	Renew.	CAV25	
1 bed bung (terr)	Extract and remove.	CAV26	
1 bed bung (terr)	Renew.	CAV27	
2 bed bung (semi)	Extract and remove.	CAV28	
2 bed bung (semi)	Renew.	CAV29	
2 bed bung (terr)	Extract and remove.	CAV30	
2 bed bung (terr)	Renew.	CAV31	
2 bed house (semi)	Extract and remove.	CAV32	
2 bed house (semi)	Renew.	CAV33	
2 bed house (terr)	Extract and remove.	CAV34	
2 bed house (terr)	Renew.	CAV35	
3 bed house (semi)	Extract and remove.	CAV36	
3 bed house (semi)	Renew.	CAV37	
3 bed house (terr)	Extract and remove.	CAV38	
3 bed house (terr)	Renew.	CAV39	
4 bed house (semi)	Extract and remove.	CAV40	
4 bed house (semi)	Renew.	CAV41	
4 bed house (terr)	Extract and remove.	CAV42	
4 bed house (terr)	Renew.	CAV43	
SOR – TABLE 2	Sub-Total:		

Cavity Wall and Loft Insulation Upgrades

5.00

Schedule Of Rates (contd.)

DWELLING TYPE	LOFT INSULATION	SOR CODE	COST £
1 bed flat / bung	Extract and remove.	LOFT01	
1 bed flat / bung	Partial relay.	LOFT02	
1 bed flat / bung	Full relay.	LOFT03	
1 bed flat / bung	Top up (60mm).	LOFT04	
1 bed flat / bung	Top up (100mm).	LOFT05	
1 bed flat / bung	Top up (150mm).	LOFT06	
1 bed flat / bung	Top up (250mm).	LOFT07	
2 bed flat / bung	Extract and remove.	LOFT08	
2 bed flat / bung	Partial relay.	LOFT09	
2 bed flat / bung	Full relay.	LOFT10	
2 bed flat / bung	Top up (60mm).	LOFT11	
2 bed flat / bung	Top up (100mm).	LOFT12	
2 bed flat / bung	Top up (150mm).	LOFT13	
2 bed flat / bung	Top up (250mm).	LOFT14	
3 bed flat	Extract and remove.	LOFT15	
3 bed flat	Partial relay.	LOFT16	
3 bed flat	Full relay.	LOFT17	
3 bed flat	Top up (60mm).	LOFT18	
3 bed flat	Top up (100mm).	LOFT19	
3 bed flat	Top up (150mm).	LOFT20	
3 bed flat	Top up (250mm).	LOFT21	
SOR - TABLE 3	Sub-Total:		

Cavity Wall and Loft Insulation Upgrades

5.00

Schedule Of Rates (contd.)

DWELLING TYPE	LOFT INSULATION	SOR CODE	COST £
2 bed house	Extract and remove.	LOTF22	
2 bed house	Partial relay.	LOFT23	
2 bed house	Full relay.	LOFT24	
2 bed house	Top up (60mm).	LOFT25	
2 bed house	Top up (100mm).	LOFT26	
2 bed house	Top up (150mm).	LOFT27	
2 bed house	Top up (250mm).	LOFT28	
3 bed house	Extract and remove.	LOFT29	
3 bed house	Partial relay.	LOFT30	
3 bed house	Full relay.	LOFT31	
3 bed house	Top up (60mm).	LOFT32	
3 bed house	Top up (100mm).	LOFT33	
3 bed house	Top up (150mm).	LOFT34	
3 bed house	Top up (250mm).	LOFT35	
4 bed house	Extract and remove.	LOFT36	
4 bed house	Partial relay.	LOFT37	
4 bed house	Full relay.	LOFT38	
4 bed house	Top up (60mm).	LOFT39	
4 bed house	Top up (100mm).	LOFT40	
4 bed house	Top up (150mm).	LOFT41	
4 bed house	Top up (250mm).	LOFT42	
SOR - TABLE 4	Sub-Total:		

Cavity Wall and Loft Insulation Upgrades

5.00

Schedule Of Rates (contd.)

DWELLING TYPE	SUNDRY WORKS	SOR CODE	COST £
ALL	Fit eaves tray/panel ventilators, between rafter feet.	VENT01	
ALL	Fit <1m ² of 50mm Kingspan rigid board insulation.	KING01	
ALL	Fit >1m ² of 50mm Kingspan rigid board insulation (cost/ m ²).	KING02	
ALL	Lag CWS cistern.	LAG01	
ALL	Lag F&E cistern.	LAG02	
ALL	Lag all exposed pipework.	LAG03	
ALL	Construct and install 600mm wide raised walkway <3m.	CARP01	
ALL	Construct and install 1.2x2.4m raised storage platform.	CARP02	
ALL	Carry out Green deal Assessment.	CONS01	
ALL	Provide EPC assessment and certificate.	CONS02	
ALL	Clear loose rubble from base of cavity up to 450mm in height and 1000mm in length – Includes brick removal, all disposal and reinstatement of matching bricks	REM01	
SOR - TABLE 5	Sub-Total:		



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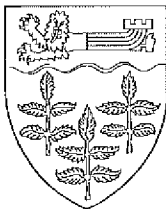
Cavity Wall and Loft Insulation Upgrades

Collection Sheet

Cavity Wall and Loft Insulation Upgrades

Collection Sheet

	£	p
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Schedule of Rates – Table 2 (Page 43)		
Schedule of Rates – Table 3 (Page 44)		
Schedule of Rates – Table 4 (Page 45)		
Schedule of Rates – Table 5 (Page 46)		
CARRIED FORWARD TO FORM OF TENDER £		



ASHFORD
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Pre-Construction Information



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Pre-Construction Information

Construction (Design and Management) Regulations 2015

1.0	PROJECT DIRECTORY
1.1	Client : Ashford Borough Council , represented by Sharon Williams (Head of Housing), Civic Centre, Tannery Lane, Ashford, TN23 1PL.
1.2	Principal Designer : Ashford Borough Council represented by Stephen Tillman (Heating Surveyor, Planned Maintenance)
1.3	Principal Contractor (where appropriate): TBC
2.0	TITLE OF PROJECT: Cavity Wall and Loft Insulation Upgrades
3.0	Contract No. : INS/19/1
4.0	SCOPE OF WORKS: Removal of defective and installation of loft and cavity wall insulation including installation of pipe insulation, raised platforms and walkways as necessary.
5.0	LOCATION: Various, as identified.
6.0	Key Dates
6.1	Planned Construction Phase start : 02/09/2019
6.2	Planned Construction Phase Finish: 31/03/2020
6.3	Duration of Works: 30 weeks
6.4	Defects Liability Period: 12 months
7.0	Project Notification: Has this project been notified to the HSE – No (due to work being across multiple addresses and lasting no more than one day per address, it is not anticipated that it will exceed 500 person hours)

Pre-Construction Information Continued

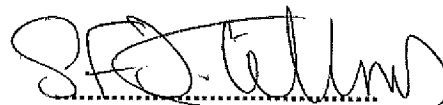
8.0	EXISTING ENVIRONMENT (<i>existing services, surrounding land use, ground conditions, etc.</i>):
8.01	Residential properties: bungalows, house and blocks of flats.
8.02	Properties will be occupied during the course of the works.
8.03	Site Access – potential risk and conflict inherent due to the site's proximity to main traffic and pedestrian/public routes and the nature of the neighbourhood e.g. schools/main shopping routes close by etc.
8.04	Confined space working (loft areas).
8.05	Overhead electrical services and/or attached to eaves.
8.06	Generally level sites.
8.07	Potential for contact with asbestos debris.
8.08	Occasional contact with insulation contaminated with vermin droppings/urine, pigeon guano etc.
8.09	Bulky or cumbersome goods stored in lofts (needing to be moved).
8.10	Gas flues running through attics (needing to be worked around).
8.11	Gas pipe work in loft.
8.12	Airborne insulation fibres and construction dust. Ori-Nasal face-masks, goggles and overalls to be worn as appropriate. FP3 face-masks to be used for drilling of walls for CWI installation.
9.0	IDENTIFIED HAZARDS OF DESIGN AND CONSTRUCTION (<i>information on the significant risks which cannot be avoided</i>):
9.1	Working at Height.
9.2	Working in close proximity to and above residents and general public especially young children and older persons.
9.3	Working with asbestos containing materials.
9.4	Working in proximity to overhead services.
9.5	Working in proximity to gas flues and gas pipework.
9.6	Working in confined spaces.
10.0	RECORD INFORMATION:
10.1	Asbestos Survey Information: Refurbishment and Demolition survey undertaken as requested.
10.2	Health and Safety File Information provided: None
10.3	Drawings provided: None

Name (in BLOCK CAPITALS)

Signed on behalf of
Ashford Borough Council

Date

Principal Designer: STEPHEN TILLMAN



1,7,19



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Tender Evaluation Criteria

Tender Evaluation Criteria

The tenders will be evaluated using the following weightings;

Price: 75%

Quality: 25%

Price

75 points will be allocated to the lowest tender and then other tenders will be evaluated as a percentage of the lowest price. This is then converted to a point score to reflect that this area carried 75% of the total score. An example of this procedure is shown in the following example;

Tender	Price £	Calculation	Convert to 75%	Points
1	500	$(425 \div 500) \times 100 = 85$	$(75 \times 85) \div 100$	63.75
2	622	$(425 \div 622) \times 100 = 68.3$	$(75 \times 68.3) \div 100$	51.23
3	425			75.00
4	440	$(425 \div 440) \times 100 = 96.5$	$(75 \times 96.5) \div 100$	72.38
5	625	$(425 \div 625) \times 100 = 68$	$(75 \times 68) \div 100$	51.00

Quality

This section will be evaluated using the following criteria and the tenderer is required to provide a response to each of the criteria (listed 1 – 4) below and points will be allocated for each section. Responses to each question should be limited to one page of A4, minimum size 10 font for each item. Any responses that are of a longer length will not be evaluated after the first page of A4. The tender with the highest point score will be used as the base line to calculate the relative scores for the other tenderers. This is then converted to a point score to reflect that this area carries 25% of the total score.

1. With relevance to this project / client, please give details of locally sourced directly employed and sub-contracted labour your company uses for its contracts and also apprenticeships and training schemes it has in place. 3%
2. Please give examples of how your company seeks to reduce the impact its operations has on the environment, detailing your recycling processes and the percentages of materials you currently recycle and your proposed future recycling rates. 4%
3. Please give details of direct experience of loft and cavity wall insulation in a social housing context your company has had within the last three years. 10%
4. The work will be carried out in or on occupied properties. Therefore due consideration will need to be given to the tenants who may be elderly or vulnerable. Please provide information detailing how you would implement and manage a tenant liaison plan including details of who in your company would carry out this function. 4%
5. What processes does your company have in place to ensure good customer service and liaison? Include details of independently assessed quality management systems. 4%

The tenderer will be required to submit a response to the Quality section on a sheet of A4 (10 font).

Tender	Quality score	Calculation	Convert to 25%	Points
1	2	$(2 \div 20) \times 100 = 10$	$(25 \times 10) \div 100$	2.50
2	3	$(3 \div 20) \times 100 = 15$	$(25 \times 15) \div 100$	3.75
3	7	$(7 \div 20) \times 100 = 35$	$(25 \times 35) \div 100$	8.75
4	10	$(10 \div 20) \times 100 = 50$	$(25 \times 50) \div 100$	12.50
5	20			25

The winning tender is the one which scores the greatest overall mark once Price and Quality have been combined The results from the above examples would be as follows:

Tender	Points awarded for Price	Points awarded for Quality	Points Total	
1	63.75	2.50	66.25	
2	51.23	3.75	54.98	
3	75.00	8.75	83.75	
4	72.38	12.50	84.88	Winning Bidder
5	51.00	25	76.00	

Score for Assessed Questions	Judgement
0	Statement is unsuitable and / or suggests unacceptable risk
2	Statement fails to meet requirements in a significant way
4	Statement fails to meet requirements in some way
6	Statement meets all the requirements ("par")
8	Statement exceeds requirements and adds some value
10	Statement exceeds requirements and adds significant value



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Contractors Performance Appraisal

Surveyor's
Initials**Contractor:**

1111

(Scale 0 – 5)

(Scale 0-6)

(Scale 0-6)

WEEK NO.

11. Progress in relation to programme

13. Prompt submission of invoices

16. Production of Health & Safety File (if appropriate)

PAYMENT NUMBER

[illegible][illegible]

C PERFORMANCE OF WORK (Scale 0 – 9)

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	Average

D VALUATIONS (Scale 0 – 5)

	10	11	12	13	14	15	16	17	18	Average

WEEKLY MEETINGS

Date

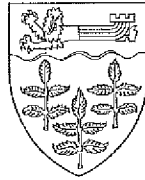
Surveyor Signature

Contractor Signature



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Satisfaction Note



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SATISFACTION NOTE

TENANT'S NAME:

ADDRESS:

TEL. NO.

CONTRACTOR:

I confirm that the **INSULATION UPGRADE** has been completed to my satisfaction and my home has been left clean and tidy and in a satisfactory condition. I do not have any outstanding issues which the Contractor needs to resolve.

(Please do not sign this form unless you are completely happy that all works are complete)

Signature of Contractor's Representative

Date

Signature of Tenant

Date



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Access to Premises Protocol

ACCESS TO PREMISES PROTOCOL

1. Access by appointment is always preferable.
2. Access by appointment is essential if it has been requested by the tenant.
3. Generally 24 hours notice is required although this may be waived by mutual agreement between contractor and tenant.
4. Works within a dwelling should preferably be undertaken with the tenant or their nominated representative present. Nominated representatives can not be persons under the age of 16 years (minors) and contractors should not undertake works inside a dwelling if a minor is present and not accompanied by an adult.
5. Works to the exterior of a dwelling or within its curtilage are only to be undertaken if an appointment has been made or someone in the property has been made aware of the contractors presence and permission to proceed is given. The only exceptions are as follows;
 - Works that are highly unlikely to cause any intrusion or are of an urgent nature,
 - Works in open plan gardens to fences, drains and the like.
6. In all circumstances the contractor should always make (or attempt to make) their presence known to any occupants.
7. Works to the building are not to be undertaken if there is 'no answer at the door' especially if the works involve the use of ladders against an elevation of the building with windows and/or noisy operations.
8. Enclosed gardens with locked or secured gates are not to be entered unless permission has been granted by the tenant (does not apply to emergencies).

Note:

- a) *Some of the reasoning behind this protocol was based on privacy and the chance of intrusion if contractors put themselves in a position where they can catch an occupant unaware should they have been unwilling or unable to answer a call at the front door.*
- b) *This protocol needs to be exercised with common sense and is not intended to prevent works being undertaken that are highly unlikely to cause any intrusion or are of an urgent nature i.e. works that need to be done to prevent obvious and imminent damage to property or injury to health.*
- c) *The protocol is intended to balance the rights of the tenants to privacy, the contractors' interests and the safety of their employees and the need to undertake repairs.*