**East Sussex**

Fire Authority

**ESFA2502**

**Provision of**

**Electrical Services across**

**East Sussex Fire Authority Properties**

**Throughout East Sussex,**

**Brighton and Hove**

**INVITATION TO TENDER**

**CLOSING TIME and DATE FOR SUBMISSION OF RESPONSES:**

**12.00 noon on 23rd July 2025**

**To be returned via our electronic portal, detailed in the section**

**‘Preparation and Submission of Responses’ below**

***Version vFinal***

***achieving safer and more sustainable communities***

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section 1 - INTRODUCTION

1. **Introduction**
   1. East Sussex Fire Authority (ESFA) is seeking to award a contract for the provision of the annual servicing of its emergency lighting and fire alarm systems, carry out periodic inspections and testing as required and provide ad-hoc maintenance, repairs and replacement works across its estate in East Sussex and Brighton and Hove.
   2. The tender will be conducted following the above threshold Open Procedure.
   3. The successful tenderer will be expected to work closely with the current Contractor to ensure a smooth service transition.
   4. This tender must be open for acceptance for 90 days after the tender closing date and be priced accordingly. In the event of the tender being accepted, you must be able to commence and complete the works in accordance with the dates specified.

**Period of Contract**

* 1. The Contract will be for a three-year period commencing on the 1st October 2025 with an option for the Authority to extend the Contract for a further two periods of up to twelve months, where the contractor is in agreement.

**Procurement timetable**

* 1. The planned timescale for this procurement is provided below, as a guide:

|  |  |  |
| --- | --- | --- |
| **Stage** | **Action** | **Date (from)** |
| 1 | Contract Notice published and Issue of ITT | 23rd June 2025 |
| 2 | End of Clarification Period | **15th July 2025** |
| 3 | Return of ITT | 23rd July 2025 |
| 4 | Evaluation Period expected to end w/c | 11th August 2025 |
| 5 | Issue Intention to Award of Contract w/c | 25th August 2025 |
| 6 | Standstill period | 8 days |
| 7 | Contract Award (following standstill) w/c | 8th September 2025 |
| 8 | Contract to be Commenced | 1st October 2025 |

* 1. **Requests for Information / Clarification**

All requests for additional information or clarification of tender documents or procedure must be requested **via the InTend portal only** (<https://sell2.in-tend.co.uk/blpd/home>)**,** by the date and time specified in Section 2.

* 1. Any information provided in response to requests for clarification will be distributed to all applicants, not just the applicant that requested the information. Information or updates will be communicated to all applicants via the portal.

**Confidentiality and Publicity**

* 1. All information supplied by the Authority to you must be treated in the strictest confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purposes of submitting a tender.
  2. The Authority does not participate in any publicity relating to any of its contracts or purchases unless approved by the Procurement Manager. Suppliers may not advertise or publicly announce that they are undertaking work for the Authority without prior approval. If the Authority is made aware of unapproved advertising on websites or company literature the supplier will be contacted and requested to remove such references.

. **Property and Copyright in Documentation**

* 1. This ITT and all documentation issued by the Authority is and will remain the property of the Authority and must not be copied or reproduced in whole or in part except for the sole purpose for the preparation of the Tender submission without the prior consent of the Authority and any copies made must be returned to the Authority on demand.

**Costs**

* 1. The Authority will not accept any responsibility whatsoever for any costs incurred by Tenderers in preparing responses. No guarantee is given as to the validity of the data provided by the Authority. Where Tenderers are required to provide a presentation and/or attend meetings called by the Authority this will be at the Tenderers own expense.

**Method and Criteria of Evaluation**

* 1. Your tender response will be used by the Authority to evaluate the Tender submissions. Please ensure you read the explanatory notes preceding the questionnaires in full before responding, as the information you give within the questionnaires will be relied upon as being true and accurate and will form part of the contract for the successful Applicant. If any of the information given by your organisation within the questionnaires and Tender process is subsequently identified as being inaccurate, this may exclude your organisation from further consideration or could result in contract termination.
  2. Information and instructions on responding to the questionnaires are detailed below. Please ensure that all questions are answered in full in your response, providing supporting and additional information as appropriate.
  3. The evaluation of the submissions will be based on obtaining the most economically advantageous offer to the Authority, taking into account the criteria detailed below:

|  |  |
| --- | --- |
| **Evaluation Criteria and Process** | **Weighting** |
| Quality of services as demonstrated in the response to ITT questions, and the method statements as may be clarified for ability to deliver the requisite services | 30% |
| Price, costs and affordability | 60% |
| Social Value | 10% |

* 1. The evaluation marking of the ITT response will follow the guidelines detailed below:

|  |  |
| --- | --- |
| **Marking guidelines** | **Score** |
| Comprehensive and useful response which is innovative and fully meets expectations, including a full description of techniques and measurements employed. Excellent evidence provided to demonstrate that the Specification will be met. | 5 |
| Response satisfies requirement and includes a good level of detail. Some good evidence provided to demonstrate that the Specification can be met. | 4 |
| Response meets minimum requirements but remains basic and could have been expanded. Response is sufficient with just enough evidence to demonstrate that the Specification can be met. | 3 |
| Poor response only partially satisfies requirement, with deficiencies apparent. Falls short of minimum expectations. Insufficient evidence to demonstrate that the Specification can be met. | 2 |
| Poor response - only attempted to answer requirement, with major deficiencies. Insufficient evidence to support the response. | 1 |
| Question not answered / response is unsatisfactory. Insufficient evidence to support the response to allow the Authority to evaluate. | 0 |

* 1. The evaluation of the ITT submissions will be based on the following summary criteria:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quality Questions** | | | | |
| **Questionnaire Evaluation Criteria and Process** | | **Marks available** | **Weight** | **Total Marks available** |
| Q1 | Detail how you will manage this contract including procedures and systems to ensure you will deliver a robust service. | 5 | 3 | 15 |
| Q2 | Response Times – Cover specifically, how you will meet an emergency 3-hour requirement, particularly over bank holidays. | 5 | 2 | 10 |
| Q3 | Detail the communication you will adopt to ensure stakeholders are kept updated with your response to emergency/urgent reactive reported faults, and for planned routine works and servicing requirements. | 5 | 1 | 5 |
| Q4 | Detail how you will ensure repairs you complete, or item you maintain or install; will meet with the required British Standard. | 5 | 2 | 10 |
| Q5 | Detail how you will ensure how staff employed by you on this contract are suitably skilled and qualified to perform the tasks they are being asked to do. | 5 | 2 | 10 |
| Q6 | Detail how you will work with other suppliers, whether you are lead contractor, or they are; and what costs if any, you may look to recover as a result of having to work with our other suppliers | 5 | 1 | 5 |
| Q7 | Detail how you will ensure staff attending on site, understand what they need to do, where other such asbestos risks might be found and what precautions they will be required to take. | 5 | 1 | 5 |
| Q8 | Detail what types of works you will be completing yourself, and what work will be sub-contracted within the agreed hourly rate. | 5 | 1 | 5 |
| Q9 | Detail in a typical emergency or urgent call out and within those response times how you will source spare parts to improve first fix performance.? | 5 | 2 | 10 |
|  | **Total Quality Marks (30%)** |  |  | **75** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Social Value** | | | | |
| **Questionnaire Evaluation Criteria and Process** | | **Marks available** | **Weight** | **Total Marks available** |
| Q10 | What is your organisation doing to fight climate change? How do you operate sustainably/responsibly. What might we do to improve energy or water use efficiency or reduce waste? | 5 | 2 | 10 |
| Q11 | How do you tackle economic inequality in your local area and apply your Social Value commitments? How many staff are being paid the national minimum wage. | 5 | 2 | 10 |
| Q12 | Detail your payment performance over the last financial year. | 5 | 1 | 5 |
|  | Total Social Value Marks (10%) |  |  | **25** |
|  | Total Price Marks (60%) |  |  | **150** |
|  | Total Marks Available |  |  | **250** |

**Price**

* 1. The price tendered must be fixed for the term of the contract.
  2. Price Scoring - A score will be given in relation to the lowest price offered. Prices more than double the lowest price will score zero marks.
  3. The tendered prices will be compared on a like-for-like basis using the information provided in the pricing schedule. The lowest overall price tendered will be given a score of 150 with other tendered prices scoring relatively fewer marks, according to their relative difference from the lowest price as detailed in the formula:

|  |  |  |  |
| --- | --- | --- | --- |
| Lowest Price  Your Submitted price | X 150 | = | Your Points score |

For example:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Lowest price** | **Price Tendered** | **Lowest**  **Tendered** | **Points Available** | **Points Awarded** |
| £100,000 | £100,000 | 1.000 | 150 | 150 |
| £100,000 | £138,000 | 0.725 | 150 | 108.75 |
| £100,000 | £126,000 | 0.794 | 150 | 119.1 |
| £100,000 | £205,000 | 0.488 | 150 | 72 |

* 1. The evaluation team will identify their scores as individuals. To agree a final score, these scores will be collated and averaged. The Tenderer receiving the highest score will be recommended for award.

**Qualification**

* 1. Tenders must be submitted in accordance with the Contract Documentation. Applicants must not make any changes to these documents unless specifically invited to do so under these Documents.
  2. Suppliers, their sub-contractors and associated persons must not be excluded from public contracts under the definition of the Procurement Act 2023. If found to be excluded the bid will be rejected.
  3. Whilst ESFA is prepared to give consideration to any changes of a minor nature, it is not prepared to accept any material changes to the terms and conditions. For the avoidance of doubt, bidders should note that if any submissions are subject to a qualification which ESFA at its sole discretion deems ‘material’ and unacceptable, their bid will be deemed to be non-compliant and disqualified. Consequently, no further consideration of their bid will be carried out.
  4. It is envisaged that a singlecontractor will be appointed on to the call off.
  5. Such inclusion on the call off pursuant to this further competition will be on the basis of the most advantageous tender, based on the evaluation criteria listed.
  6. East Sussex Fire Authority does not bind itself to accept the lowest or any bid, and unless a bidder expressly states that a partial award will not be acceptable, then the right is reserved to accept a bid in part.
  7. Upon conclusion of the evaluation of responses, all bidders will be advised through the portal, of the outcome of the evaluation.
  8. Following notification of the evaluation result, the award process will be subject to an eight-day standstill period from the date of notification, as per the Procurement Act 2023. Contractors should do nothing during this period that would incur costs for them, in support of the potential contract.
  9. Upon conclusion of all of the above stages, a call off contract will be created between East Sussex Fire Authority and the appointed Contractor.
  10. The results of the tender and the contract value will be published.

**Standards**

* 1. Where the specification refers to an International, European or British standard, the tenderer may offer an equivalent standard, provided that the standard offered contains equivalent guarantees of safety, suitability and fitness for purpose to the standard referred to in the specification.

**Conflict of Interest**

* 1. At this point in time, nobody involved with the creation of this tender or anybody likely to evaluate this tender has declared any conflict of interest of any nature and as such, no mitigation is deemed by East Sussex Fire Authority to be required.

**Preliminary Market Engagement**

* 1. This has been discussed internally, and we have determined that as this is a regular tender exercise run every 3 – 5 years and we are well aware of the local interested suppliers and have good interest from them when the exercise is run, that we have decided not to run a Preliminary Market Engagement exercise and have not issued a UK2 notice.

**Requirement to consider Lots**

* 1. We have reviewed the requirement as it previously stood and have decided to separate off the portable appliance testing element that previously would have been included in this exercise. That will be run as a separate tender rather than as a separate Lot under this. It is clear that with no ‘call out to repair’ requirement, that element can stand on its own and be performed by qualified small entities.
  2. The balance of this requirement for the present remains as a joint unit. While the emergency lighting and fire alarm annual testing could be done as individual units, as we require 24/7 availability for fault rectification, it is better sat with our overall electrical repair and replacement contract.

section 2 PREPARATION & SUBMISSION OF RESPONSES

1. This Tender will be managed electronically via the In-Tend Portal. It can be reached via:

<https://sell2.in-tend.co.uk/blpd/home>

1. Please return your response in English and in the detailed format, via this route only. Please note, the portal is the sole route for communications during the process.
2. Contractors need to be registered to use the portal and registered against us as a Contracting Entity, but registration is free and further information on how this is achieved, can be found at: <https://sell2.in-tend.co.uk/blpd/register>
3. If you are unsure about your companies registration status, please contact In-Tend Portals support at:

<https://in-tend.co.uk/contact-us/>

1. If you have any difficulties with the In-Tend Portal that you are unable to resolve through the Sell2UK helpdesk, please email [procurement@esfrs.org](mailto:procurement@esfrs.org).
2. The closing date for the submission of your tender is

**12.00 noon on 23rd July 2025**

1. Tenders submitted after the time and date shown or received by any method other than via the electronic portal, will automatically be rejected.
2. If you require further information concerning the tender process, or the nature of the proposed contract, please contact us via the portal.
3. Should questions arise during the tendering period, which in our judgement are of material significance, we will write to all tenderers to explain the nature of the question, and provide to all, our response.
4. **Questions about areas of this tender which you require clarification on, will be accepted from contractors until:**

**12.00 noon on 15th July 2025**

**Section 3 Background**

**Background**

1. The East Sussex Fire Authority is responsible for the provision of the Fire and Rescue Service in East Sussex and the City of Brighton & Hove.
2. The East Sussex Fire and Rescue Service is an emergency public service, which requires to be fully operational 24 hours each day on every day of the year.
3. The Authority serves the population within the City of Brighton & Hove and the county of East Sussex (~ 830,000 people) and has a network of both operational and support staff operating out of the Authority HQ, Community Fire Stations and our Training Centre.
4. East Sussex Fire and Rescue Service co-locates with Sussex Police at a Shared HQ in Lewes. The 23 Community Fire Stations consist of 6 large wholetime crewed; 6 medium stations that are day timed crewed only and 11 smaller retained crewed stations where all staff attend on an on-call basis. Additionally, a site at Fort Road Newhaven is being converted to an Engineering workshop hub and will be added to the Estate just after this contract commences.
5. This call-off contract will cover the need for routine and statutory equipment servicing and maintenance, ad-hoc emergency repairs and the replacement of existing equipment.
6. By the nature of the requirement, no work is guaranteed, however our routine average annual spend on normal reactive and planned, servicing and maintenance plus some small works for the last two years, has been around £110k.
7. As a consequence of the new procurement regulations and our requirement to break contracts into smaller lots where possible, the portable appliance testing normally included within this contract will be separately tendered for this time which may impact a little on the above value but be less than 10%.
8. We are also moving ahead with a capital programme to refurbish and remodel a few Fire Stations across the estate with other Contractors, and some of the assets stated in this document will be subject to change during the contract term if replaced during Works.
9. The successful Contractor will therefore have to demonstrate that they have the capability and capacity to deliver routine servicing and ad-hoc repairs in a timely manner, and also have the ability to replace equipment as required
10. The successful Contractor will have to demonstrate flexibility in its approach to providing the Services and must be committed to achieving and improving performance, customer care and satisfaction.
11. East Sussex Fire & Rescue Service supports and would look to its contractors to follow Social Value issues. Examples of Social Values are detailed below:

* Appointment of apprenticeships and supporting skills development;
* Providing additional opportunities for individuals or groups facing greater social or economic barriers;
* Supporting work placements to school children and young adults;
* Recruitment of locally engaged labour;
* Recruitment of long-term unemployed labour;
* Recruitment of Young People Not in Education, Employment or Training (NEET) labour;
* Procurement and sourcing of sustainable works, supplies and services;
* Encouraging ethical and fair-trade procurement; and
* Community engagement

More information on Social Value issues can be found at <https://socialvalueportal.com>. You should consider this when answering any question relating to Social Value.

1. ESFA confirms that unless we inform otherwise before work commences, we will be the end user of all services performed under this contract and the VAT Reverse Charge will not apply to invoices issued as a result.
2. Where you choose to sub-contract any element of the above, we would expect this to be at the same rate without any managerial monitoring costs. If you wish to charge for managerial monitoring of any works, it must be built into the rate declared and not be added as an extra at invoicing stage.
3. Due to the potential number of suppliers, their availability, the distance between our sites and the impact it would have on our small team, there will be no opportunity for site visits during the tender process.
4. The successful Contractor must be able to commence service delivery on the 1st October 2025.

**Section** **4 Specification**

**General Requirements**

* 1. East Sussex Fire Authority requires that the successful supplier will have suitable and sufficient proof of competence for servicing and equipment replacements and will meet current British Standards (currently, either in their entirety or relevant parts), or equivalent. All work must comply with statutory requirements for use and safety.
  2. Servicing and maintenance must meet current and future standards and must ensure the assets are safe to use and compliant. East Sussex Fire Authority may at any time delete a site or equipment or add equipment or an additional site to the contract. Any additional costs for additions will be agreed by negotiation but will be based on your submission in this tender. East Sussex Fire Authority sites, that this service will be performed at, are detailed below in Section 8
  3. This contract will include fire alarm and general lighting issues, and the successful supplier must be capable of dealing with this.
  4. The Service Provider will have suitable and sufficient proof of competence for, and will meet current British Standards (currently, either in their entirety or relevant parts), or equivalent. All work must comply with statutory requirements for use and safety.
  5. The Service Provider will be required to confirm and evidence through their own internal management audits that the work completed on our behalf meets those standards.
  6. The Service Provider will submit completed work sheets after completion of a task which will be forwarded on a consolidated monthly basis with the relevant invoice in PDF format. The invoice/work sheet must also clearly state the completion date of the works. Records must also be available in Excel spreadsheet form to provide ESFRS with ongoing information for the contract duration
  7. The Contractor will be regarded as the innovating expert throughout the life of this contract. To this end, the Contractor will be expected to provide advice on developments in M&E services. Such advice and recommendations are to be included at the review meetings or upon request. The Contractor will also be expected to offer guidance on how such advancements may be productively applied to the estate.
  8. The Contractor will read & sign the ESFRS Contractors Health and Safety Inductions and information booklet and be responsible for ensuring their own staff all their sub-contractors do the same. Detailed in Section 7 below.
  9. For security reasons, our preference for Contractor staff attending on East Sussex Fire Authority premises, are that they be attired in branded company workwear, and driving a marked company vehicle. Where that is not possible, they should be able to provide identification on demand. An example of the company identification card will be requested from the successful contractor.
  10. Any sub-contractors to be used by the Service Provider, must be agreed in advance with East Sussex Fire Authority. Please note quality question where detail is requested.
  11. Contractor must dispose of anything replaced during maintenance and repair work, including packaging. Satisfactory evidence of compliance with the current relevant waste equipment and environmental regulations should be provided to ESFRS after disposal.
  12. The Contractor will be responsible for both checking asbestos registers and signing they have done so, before any works, whether reactive, planned or routine servicing, commence on site. They must ensure their sub-contractors do also.
  13. The Contractor must be able to provide a 24/7/365 service and will be required to demonstrate how they will provide and operate this service.
  14. ESFA will require a single point of e-mail contact and a telephone number for reactive and planned works and the same for invoice queries.
  15. Before routine servicing or following planned work instruction, Contractor will be required to complete a standard form for ESFRS Estates Team and give a minimum of two weeks’ notice of attendance. Permits to Work must be issued at least 5 working days in advance.
  16. Where following attendance for routine servicing or in response to an equipment failure, if a defect requires that a piece of equipment must be replaced and not repaired, then the ESFRS Estates team must be notified immediately. Work with a value not exceeding £2,000 may be planned for and commenced immediately by the successful contractor, without a further work order being raised. Work that would exceed this value, requires an estimate to be supplied within 2 working days with a recommendation if options exist. This again will continue under the original work order. This value is fixed based on the circumstances at present, however it may be amended by email instruction, up or down, at any point without the need to formally vary the contract and get agreement from the supplier*.*
  17. In the interim, where there is a risk to health and safety, the equipment should be made safe and isolated. Where the equipment is critical to the operation of the station, the ESFRS Estates team may request the estimate to be supplied in a much shorter period. This will be notified to you at the point the visit outcome is reported.

**Specific Regulations and Legislation**

* 1. The specific Regulations and Legislation that the Contractor must adhere to are:
* Health & Safety at Work Act 1974
* Control of Substances Hazardous to Health Regulations (COSHH)
* Work at Height Regulations 2005
* Provision and Use of Work Equipment (PUWER) Regulations
* Management of Health and Safety at Work (MHSW) Regulations

(working in confined spaces in particular)

* Waste Electrical and Electronic Equipment Directive
* Control of Asbestos Regulations 2012
* CDM Management of Suppliers 2015

As a result, the Contractor, and any sub-contractors they may use, must ensure all staff are trained, equipped (including personal protective equipment appropriate to the task) and competent to work in both confined spaces and at height. They will be required to provide, and manage, any Permit to Work required – as per Section 7 below.

* 1. All staff working on ESFA premises must be suitably qualified and where appropriate registered accordingly – such as with NICEIC.
  2. Certification of all staff that may be working on ESFA premises is to be supplied before the contract commences and annually on the contract anniversary. Any new member of staff or new sub-contractor staff member must have their certification supplied to the ESFRS Estates Team before arrival on site.

**Personal Data Security**

* 1. East Sussex Fire Authority operates a clear desk policy and as such confidential or personal information should not be available to contractor staff on site. However, the contractor must ensure that any personal or confidential data their staff do become aware of because of their duties, while working in an occupied area or otherwise, is treated as confidential and not disclosed or used by any staff, sub-contractors or agents.

**Access to Fire Stations**

* 1. The successful contractor will be supplied with the means to gain access to a fire station – a Salto Pass Card or alternative to allow them to perform the service required. These may be individual access cards or a block of cards that you will be required to maintain a record of who has what. The exact number and format required will be decided at the contract commencement meeting.
  2. Contractors staff must use their Salto card to swipe in and out at the front door Salto readers. This will be used randomly to check sign in/out times and invoices may be queried if the Salto trail is not used.
  3. The contractor must know where all these access items are, who is using them if not individually identified; and can always account for them all. For security purposes they must report immediately if one is lost to the ESFRS Estates Team. The cost to replace a lost card will be £5 which is a pass-through cost for us to purchase a replacement card.
  4. At contract completion, all passes and other door access equipment, or any ancillary equipment supplied by us must be returned to the Estates Team within 10 working days.

**Environmental Considerations**

* 1. The Authority requires that the Contractor shall operate in an environmentally conscious manner and in accordance with relevant legislation.
  2. The Contractor must dispose of anything removed from an ESFRS site, in accordance with the current relevant waste equipment and environmental regulations and provide to ESFRS satisfactory evidence of compliance. Where the disposal of waste includes asbestos products, ESFRS must be informed of the actions taken to ensure it is recorded on the appropriate registers.
  3. We expect the successful contractor to suggest how we might reduce our environmental impact including reducing waste, power usage or CO2 emissions. It could include reducing vehicle movements; sourcing of materials from renewable sources and simple changes to lighting for example that provide lower usage costs. This list is not exhaustive, and we would welcome any suggestion that improves whole life performance.

**Health and Safety**

* 1. Contractor shall prepare all relevant Health and Safety risk assessments and safe working methods relevant to service provision and shall provide a copy of each to the Responsible Officer prior to the Commencement Date. The Contractor shall keep these documents up to date and promptly provide updated copies to the Responsible Officer on request.
  2. All risk assessments and method statements (RAMs) must be supplied 5 days before work commences and will include any pandemic controls and company policy for working on customer premises produced in line with the Government guidance in force at that time, if required at the time of production.
  3. The Services must be provided in compliance with all relevant legislation including specifically the Health and Safety at Work Act 1974 and Work at Height Regulations 2005, and as may be amended from time to time and in accordance with any other relevant Regulation or recognised best practice.
  4. The Contractor will be required to provide evidence of Health and Safety training, and staff toolbox talks for new staff or sub-contractor staff, and where they sub-contract any work, how they ensure their sub-contractors meet the same requirements.
  5. The successful Contractor will be required to supply their current Health and Safety Policy, before contract award, and will require to submit their updated guidance annually, on the anniversary of the contract award.

**Sub-Contracting Services**

* 1. Any sub-contractors to be used by the Contractor, to provide any of the services detailed in this document, must be agreed in advance with East Sussex Fire Authority. When on site they must be easily identifiable as working on behalf of the Contractor.
  2. Where a contractor chooses to sub-contract any work related to this contract whether reactive, planned or servicing, the cost of the sub-contractor any supervision of them, must not be charged back to the East Sussex Fire Authority. The cost of the sub-contractor will be covered in the contractor hourly rate bid.
  3. The responsibility to ensure that the staff performing any sub-contracted work are suitably qualified and registered accordingly to perform the tasks they are being asked to do, rests with the contractor as part of their own due diligence of their sub-contractors.
  4. All sub-contractors working on behalf of the Contractor on the ESFA contract must be paid subject to the same, or better terms than the Contractor agrees with ESFA.
  5. You must make sure that any sub-contractor you plan to use to provide this service is detailed within your response in Section 5. These along with the main contractor and any associated relevant persons will be subject to check for exclusion before evaluation under the auspices of the Procurement Act 2023. Failure to include a key sub-contractor could see the bid rejected at any point including after contract.

**TUPE**

* 1. We have checked with our incumbent contractor, and they have confirmed a single employee will be subject to the TUPE Regulations. You should make your own enquiries and satisfy yourself as to this position. You contact point will be:

Stephanie Taylor

Head of HR

Openview Security Solutions Ltd

[grouphr@openviewgroup.com](mailto:grouphr@openviewgroup.com)

0330 058 4110

* 1. Bidders will be expected to comply with all aspects of the TUPE legislation where applicable and having made their own enquiries, take their own view and seek their own independent advice on the application of TUPE before bidding. By submitting a tender, bidders are deemed to have satisfied themselves as to the sufficiency of the TUPE information to enable them to complete their tender.
  2. Bidders should not rely on the information given to them by the Authority and must obtain their own independent professional advice. The Authority accepts no liability whatsoever for any losses, damages or any other costs because of the aforesaid regulations

**Data Gather**

* 1. There is currently no electrical asset tagging process albeit our electrical plant has been commenced by another supplier. During this contract we will expect this to be expanded to cover our key electrical components such as fire alarm system distribution boards and other items you come across as part of the servicing you will complete during this contract. These will be integrated into our CAFM system in due course. ESFRS are using the 3iStudio CAFM system <http://www.3istudio.com/> but it does not yet record asset labels.
  2. The scope of this will be agreed at the pre-contract start meeting but we are not envisaging you having to tag anything you will not touch as part of the contract so it will be a first-year exercise and thereafter only things that you subsequently identify as not having a tag.
  3. Until we are able to upload the data directly into 3i, you will be required to hold the list in an MS Excel format and provide it annually at the end of each contract year, updated with the work completed during the year.
  4. Minimally the information required is shown below with some examples of what we would expect to see in each column. To analyse the data easily, we would expect the supplier to ensure data standardisation so the same product, equipment type or location does not come in multiple combinations. We may specify a discrete list of Equipment Types that you would need to adhere to:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Station** | **Equipment Location** | **Equipment Type** | **Make and Model** | **ESFRS Asset No.** | **Date Installed** | **Comments** |
| Bexhill FS | Ground Floor main entrance | Fire Alarm Main Panel | Kidde PQ61 | 1 | N/K | Connected to remote buildings |
| Bexhill FS | Switchroom | Mains LV Panel | Hitachi ZX3 | 2 | 01/02/25 | Replace in 2030 |

* 1. Once we are able to allow you to directly access 3i, on completion of any onsite works the successful contractor may be required during the term of the contracts to log onto the ESFRS CAFM system via a contractor web portal to update works completion status within 24 hours of completing reactive or planned works however instructed.

* 1. The Contractor will not incur any cost to access the database or for the training on the CAFM system and ESFRS must not incur any charge from the Contractor for the requirement to access and update.
  2. Where requested to, the Contractor will require to upload all documentation including any service sheets or warranties, test or commissioning certificates and any reports onto the ESFRS CAFM system prior to any invoicing for the works.

**General Service Requirements**

* 1. To carry out routine servicing of specified items below to a schedule agreed at contract commencement and to deal with reactive repairs according to the following responses times. The category will be notified to the Contractor at the point instruction is issued:

Emergency: Attendance and repair commenced within 3 hours

Urgent Repairs: Same/following day, within 8 hours of notification – attendance and repair,

Routine Repair: Completed repair within 5 working days

Planned Works Completed works within 28 days of instruction

* 1. Reactive Repair requests will generally be issued via email with an E-Ref job reference number from our 3i Studio CAFM system and will come with our approval to proceed.
  2. Where ESFRS require work costs estimated in advance of an instruction perhaps due to budgetary constraints then the time taken to do so, including any travel costs for site visits must not be chargeable, unless pre-agreed for it to be sub-contracted to a specialist provider or consultant. These will be the exception rather than the norm.
  3. The Contractor will provide a monthly consolidated invoice detailing all works carried out that month. The invoice will be supported by an MS Excel spreadsheet outlining where the works were completed. The completed supporting spreadsheet must be submitted with the monthly invoice to facilitate payment under the terms of the contract. A template will be provided and described further in the invoicing section below.
  4. The Contractor will attend a six-monthly meeting when requested by ESFRS, normally at an ESFA site, to discuss identified station needs and agree the planned preventative maintenance workload for the following quarter. They must after award, also attend a mobilisation meeting to finalise the elements required to create the contract.
  5. In the event of contract problems, an ad-hoc meeting may be called at any time by either party with a minimum of 10 days’ notice. No meeting attendance for any purpose is chargeable.
  6. If required, the Contractor will work with other third-party Contractors employed by ESFA, where the work requires more than one discipline. Normally that will be either our mechanical and electrical plant; or building maintenance Contractors, but it could relate to other areas such as suppliers doing asbestos removal.
  7. During the term of this contract, we will expect the successful contractor to maintain our asset tagging system, including replacing damaged tags as they are identified including recording on our asset management system when accessible.

**Specific Servicing Requirement 1 – Emergency Lighting and Fire Alarm Systems**

* 1. The Contractor will have suitable and sufficient proof of competence for servicing and replacements and will meet current British Standards (currently, either in their entirety or relevant parts), or equivalent. All work must comply with statutory requirements for use and safety.
  2. On the contractors first inspection, ESFRS will supply the contractor blank pdf drawings for the contractor to identify the locations of the fire alarm panels and all call points and emergency lights. The drawings are to be marked up by hand, and passed back to ESFRS to add to the master CAD drawing for each property for our records
  3. To carry out a test of our emergency lighting systems as per BS 5266 Emergency Lighting Requirements:

**Monthly emergency lighting tests**

All emergency lighting systems must be tested monthly. This will be a short functional test in accordance with BS EN 50172 / BS 5266-8. During the test, all luminaires and signs shall be checked to ensure that they are present, clean and functioning correctly. If failures are detected, these must be remedied as soon as possible.

**Annual emergency lighting tests**

A test of the full rated duration of the emergency lights (e.g. 3 hours) must be carried out annually. The emergency lights must still be working at the end of this test. Failures detected, must be remedied as soon as possible.

* 1. To carry out an annual inspection and testing of our Fire Alarm installations as per BS 5839-1: 2019: Fire detection and fire alarm systems for buildings. Failures detected, must be remedied as soon as possible.

**Contractors must note that all fire alarm installations are linked to our central control centre who must be notified prior to any tests**.

* 1. You must be able to provide a 24/7/365 call out in the event of any issue in this area.
  2. The Contractor will within 5 working days of each inspection, annual or monthly, submit test records and advise sooner the ESFRS Estates Team of any defects which require attending to. They shall proceed to fix defects, where the total cost per station site is below £2,000, or provide the approximate cost to fix the defect(s) if above that.
  3. Test records must be available in Excel spread sheet form to identify the location of tested equipment to provide ESFRS with ongoing information for the duration of the contract.

**Specific Service Requirement 2 – Periodic Electrical Inspections and Testing**

* 1. This will be required on every site in every building as it falls due.
  2. You will be required to carry out a full 100% Electrical Installation Condition Report (EICR) as per the requirements of the following list:

|  |  |  |  |
| --- | --- | --- | --- |
| **Station** | **Date of last Periodic** | **Frequency of Inspection** | **Next inspection date** |
| Barcombe | 15.05.2023 | 5 Years | 2028 |
| Battle | 29.03.2021 | 5 Years | 2026 |
| Bexhill | 23.09.2024 | 5 Years | 2029 |
| Broad Oak | 09.06.2023 | 5 Years | 2028 |
| Burwash | 09.06.2023 | 5 Years | 2028 |
| Crowborough | 14.07.2023 | 5 Years | 2028 |
| Eastbourne | Nov 24 | 5 Years | 2029 |
| Forest Row | 07.09.2022 | 5 Years | 2027 |
| Hailsham | 03.03.2021 | 5 Years | 2026 |
| Hastings (Bohemia) | 17.06.2023 | 5 Years | 2028 |
| Herstmonceux | 28.10.2022 | 5 Years | 2027 |
| Heathfield | 01.06.2021 | 5 Years | 2026 |
| Hove | 01.06.2021 | 5 Years | 2026 |
| Lewes | 01.06.2021 | 5 Years | 2026 |
| Maresfield (Training Centre) | 09.09.2024 | 5 Years | 2029 |
| Newhaven (Fort Road) \* | Expected 11/25 | 5 Years | 2030 |
| Newhaven (Saxon House) | 10.02.2021 | 5 Years | 2026 |
| Mayfield | 02.03.2021 | 5 Years | 2026 |
| Ore (The Ridge) | 20.02.2023 | 5 Years | 2028 |
| Pevensey | 19.03.2021 | 5 Years | 2026 |
| Preston Circus, Brighton\*\* | Nov 24 | 5 Years | 2029 |
| Roedean | 01.11.2022 | 5 Years | 2027 |
| Rye | 25.04.2023 | 5 Years | 2028 |
| Seaford | 30.04.2023 | 5 Years | 2028 |
| Uckfield | 01.02.2021 | 5 Years | 2026 |
| Wadhurst | 08.03.2021 | 5 Years | 2026 |

\*The ESFA site at Newhaven Fort Road is subject to a major renovation and conversion at present which is expected to be completed in October 2025. It should come with a full EICR report at that point, with the following test then due in 2030.

\*\* The Preston Circus renovation was completed in November 24 and certificated at that time. We are seeking the exact date which is not important for this.

* 1. In the event of a Category C3 fail, you have to take a photo of the defect, notify the Estates Team immediately and proceed with the repair straightaway if it can be achieved within the criteria specified in 4.16 above. If the cost of repair exceeds automatic approval to proceed, then Estates Team advice and authorisation must be sought first.

**Key** **Performance Standards**

* 1. The following KPI’s are expected of any successful contractor:

**KPI 01** 95% of all compliance planned tasks (comprising statutory and legislative requirements, due within the month completed within the same monthly period.

**KPI 02** 95% of all non – statutory planned tasks scheduled for the measured period, completed on the scheduled date and according to the Supplier’s PPM schedule.

**KPI 03** 95% of all compliance certificates and other supporting documentation uploaded to 3i to confirm work order completion within 7 Calendar Days.

**KPI 04** 100% of all Emergency Response requests achieved within required completion times.

**KPI 05** 95% all urgent Same day requests achieved

**KPI 06** 95% of all Reactive work orders closed on ESFRS`s Portal within 48 hours of the Completion Response Time and were all PPM activities updated on tour Portal and closed within 48 hours of the PPM task being undertaken.

**KPI 07** 95% of all Reactive work orders closed on ESFRS`s Portal within 48 hours of the Completion Response Time and were all PPM activities updated on our Portal and closed within 48 hours of the PPM task being undertaken.

**KPI 08** We have an expectation that first time minor repairs will need to approach 80% (we will finalise an agreed KPI before contract). Requests for additional E-Ref instructions to reattend after an initial visit will not be allowed in most cases as it distorts this KPI.

**KPI 09** 95% of all remedials completed in accordance with the Response Times set out on 3I

**KPI 10** 90% of Services delivered to all ESFRS Properties fully in accordance with the minimum requirements of the Specification?

**KPI 11** No PPM and reactive work orders should be overdue for five calendar weeks or more (90%)?

**KPI 12** Following identification of a service failure, Supplier to rectify the issue in accordance with the Service Levels (95%)?

**KPI 13** 95% of all certifications for PPM work meet ESFRS Compliance Officers certification validation process during the Measurement Period?

**KP1 14** Number of complaints, upheld by ESFRS, regarding the management and delivery of Services should not exceed 3 in any one month?

**KPI 15** There should be no incidences of work order recalls relating to the same originating Work Order reported during the Measurement Period?

**KPI 16** Copies of waste clearance certificates for waste removed from ESFRS sites provided within 10 working days.

**KPI 17** All estimates for failed equipment (over £2,000), provided within 2 working days

**KPI 18** All invoices for completed works must be submitted within 30 days of works completion.

**KPI 19** All telephone/email enquiries from ESFRS responded to with 48 hours of the enquiry.

**Invoicing**

* 1. ESFA along with our East Sussex County Council partner, will have converted to an Oracle Fusion finance platform by contract start. At this point the requirements of the new system or changes to the way we work are not fully understood to allow direct instruction at this time, but our intention is that we will process as we do now, if we are able. However, we know some things will be different and may have to change following award.
  2. Oracle has its own supplier portal and when it is working you may be required to access it and complete your details for us to make payment to you. You will need then to keep those details updated during the contract via the portal and it is likely you will be required to submit invoices via the same route. Timing of that will be confirmed after award.
  3. A monthly summary of all work completed in the previous month, should be issued to the Estates Team within 10 days of the month end, and before the invoice submission. It must detail what work has been completed, and on which stations. It must include relevant purchase order number(s) raised and other references supplied to you.
  4. Monthly summary should include routine scheduled maintenance and ad-hoc planned and reactive works plus the costs for any equipment replaced during the preceding month.
  5. From the summary, we will check and agree with you the invoice sum, and then goods receipt that value on the purchase order raised for it on Oracle. If when the invoice arrives, it matches the goods receipt completed it should automatically pay without any delay.
  6. We may eventually require an invoice per purchase order, but that is yet to be established; or you may be able to summarise multiple PO’s on a single monthly invoice. There is currently a requirement for a single consolidated monthly invoice and may accept an invoice per purchase order but at present you should understand we will not accept an invoice per job completed.
  7. The monthly summary spreadsheet format should cover as a minimum the following columns. This is the format we are adopting for all our contractors who do multiple jobs, across multiple sites each month.

|  |  |
| --- | --- |
| **3i Studio E Ref Number** | If one is supplied |
| **Purchase Order Number** | This will be supplied by ESFRS either on a global or individual basis |
| **Station Location** | This will be supplied by ESFRS for every job |
| **Station No** | This will be supplied by ESFRS for every job |
| **Priority** | This will be supplied by ESFRS for every job |
| **Date Received** | This will be completed by the contractor |
| **Target Date** | This will be supplied by ESFRS for every job |
| **Date of 1st visit** | This will be completed by the contractor |
| **Date of Completion** | This will be completed by the contractor |
| **Work Required** | This will be supplied by ESFRS for every job |
| **Work Completed** | This will be completed by the contractor |
| **Working Hours** | This will be completed by the contractor |
| **Hourly Rate** | This will be as per the tender submission |
| **Total Labour** | Hours worked times rate per hour |
| **Material Cost** | This will be completed by the contractor |
| **Material Mark-up %** | This will be as per the tender submission |
| **Total Material cost** | Material cost plus mark-up agreed |
| **Plant Cost** | This will be completed by the contractor |
| **Plant Mark-up %** | This will be as per the tender submission |
| **Total Plant Cost** | Material cost plus mark-up agreed |
| **Total Cost to be Invoiced** | Labour plus Material plus Plant |
| **Comments** | This will be completed by the contractor |

Additional columns may be added to cover other elements as required by contractor or individual circumstance.

* 1. The supporting information in relation to any job, such as the start and finish time of any job, or the cost paid for parts, must be readily available and supplied on request. Any element detailed above may be requested from the contractor as part of an audit of any invoice submitted. These will be requested on occasion during the contract term.
  2. Part hours worked should be charged in half hour increments and the hourly rate adjusted accordingly.
  3. Invoices that do include the relevant purchase order number(s), may be returned but will almost certainly incur a delay to payment.
  4. At contract completion, all outstanding invoices must be submitted within 90 days of contract cessation. Failure to do so may see them rejected. This will not apply to work in progress at contract completion, which takes longer than this to complete. In this case, an invoice must be submitted within the usual timescale, once work is complete.
  5. Payment will be by BACS and invoices shall be paid within 30 days in accordance with the Terms and Conditions.
  6. Invoices must be sent by email, in PDF format to: finance@esfrs.org.

Section 5 Technical and Quality Questionnaire

**Explanatory notes**

**Please read this document carefully before preparing your response, as the information disclosed will form the basis of any agreement. If it is subsequently determined that any information supplied was inaccurate or false, the East Sussex Fire Authority reserves the right to terminate the contract.**

Please answer all questions and requests. You may provide a single additional file which will include all supporting documentation you wish to submit. Please clearly reference any supporting documentation to the question it is being supplied for. Any additional file submitted, but not suitably referenced to assist with evaluation, may be excluded from the evaluation.

Any questions relating to this questionnaire or to the tendering process, must be referred via the InTend portal detailed in section two. All clarification questions will be logged, and written responses provided to all Tenderers, however the identity of Tenderers raising the question will remain confidential.

Please complete these questionnaires and return this, and your response, in MS Word format, via the Portal. You may additionally submit a PDF version as well, if you wish

**The Questionnaire**

All questions must be completed. Each answer is a statement of fact, and it must be accurate and only, if need be, supported by supplementary cross-referenced evidence.

It is the Applicant’s responsibility to ensure the Authority is not misled and to keep the Authority informed of any matter that may affect the Applicant’s continued qualification. The content of this application and any subsequent submissions shall remain confidential and restricted only to those with a legitimate professional requirement to access this information.

**Freedom of Information**

The Freedom of Information Act, which came into effect on 1 January 2005 means that all individuals will have the right to any recorded information held by public authorities unless covered by one of the 23 exemptions, which protect certain information. This right is retrospective regardless of the date the information was generated and must be provided within 20 working days. Any information held by the supplier relating to the Authority will be subject to the Act in the same way as information held by the Authority.

**Do not answer here – a separate simplified document is provided with just the questions and no peripheral guidance for completion and submission. The Bidders Declaration following the questions must be signed before submission. This format will reduce the print requirement.**

**Technical Questionnaires**

**5.1 Grounds for Mandatory Rejection**

If you answer ‘yes’ to any question regarding Mandatory grounds for exclusion the Authority must automatically reject your tender.

**The Authority’s decision in this regard is final.**

Please answer ‘Yes’ or ‘No’ to each question.

|  |  |  |
| --- | --- | --- |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | | Answer  Yes/No |
| a) | conspiracy within the meaning of section 1or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |
| b) | corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption; |  |
| c) | the offence of bribery, where the offence relates to active corruption; bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010; or Section 113 of the Representation of the People Act 1983 |  |
| d) | fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of: |  |
| 1. the offence of cheating the Revenue; |
| 1. the offence of conspiracy to defraud |  |
| 1. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |
| 1. fraudulent trading within the meaning of section 458of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006 |  |
| 1. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979or section 72 of the Value Added Tax Act 1994**;** |  |
| 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |
| 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |
| 1. the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act |  |
| e) | money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; |  |
| (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or |  |
| (ii) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |
| f) | any other offence within the meaning of Article 57(1) of Public Contracts Directive 2004/18/EC as defined by the national law of any relevant State. |  |

**5.2 Grounds for Discretionary Rejection**

If you answer ‘yes’ to any question regarding discretionary grounds for exclusion the Authority may reject your tender **unless you provide sufficient evidence of remedial action you have taken.**

|  |  |  |
| --- | --- | --- |
| **Within the past three years, have any of the following situations been applied, or do any currently apply, to your organisation?** | | Answer Yes/No |
| a) | your organisation is bankrupt or subject to insolvency or winding-up proceedings, where assets are being administered by a liquidator or a Court, where it is in an arrangement with creditors, where its business activities are suspended, or is in an analogous situation arising from a similar procedure under the laws and regulations of any State; |  |
| b) | your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |
| c) | your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |
| d) | your organisation has a conflict of interest in relation to the Authority as defined in Section 81 of the Procurement Act 23 that cannot be effectively remedied by other, less intrusive, measures; |  |
| e) | the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in Section 16(5) of PA23, that cannot be remedied by other, less intrusive, measures; |  |
| f) | your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions |  |
| g) | your organisation —   1. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or |  |
|  | (ii) or a sub-contractor or an associated person to either, has been excluded under the terms of the Procurement Act 2023 or |  |
|  | (iii) your organisation has undertaken to:   * unduly influence the decision-making process of the contracting authority, or * obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or * your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |
| h) | has your organisation or any of its directors or Executive Officers, in the last 3 years, had any of the following:   * Health & Safety Executive enforcement and/or remedial orders * Local Authority Improvement, * Environment Agency Improvement * Prohibition Notices * Complaints upheld, following investigation by Equality and Human Rights Commission * any finding of unlawful discrimination made against you by an Employment Tribunal or Employment Appeal Tribunal or Prosecutions through any other court * RIDDOR incidents? |  |

If you have answered ‘Yes’ to any questions, please provide details, particularly of enforcement action taken, and any remedial action you have implemented as a result:

|  |
| --- |
|  |

**Your tender will be rejected in you are found to be an excluded supplier, any of your key sub-contractors are an excluded supplier or relevant persons to you, or your key sub-contractors are excluded persons as defined within the Procurement Act 2023.**

* 1. **Insurance and Financial Standing**

|  |  |
| --- | --- |
| Question | Answer |
| Do you (and any relevant sub-contractors or consortium members) already have, or can you commit to obtaining, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = £10m  Public Liability Insurance = £7m  Product Liability Insurance = £1m  Copies of your current Insurance Certificates will be requested from the successful Applicant before Contract Award. They will require to be submitted annually thereafter on the anniversary of the contract. | Yes/No |

East Sussex Fire Authority will be required to complete exclusion checks and may conduct additional financial checks before contract award. Where a financial check raises concern, we will look for assurances that you will be able to provide a service through the whole contract term.

**5.4 Company Background and Information**

In this section you should cover in a general way, the background to your company, who you are, what you do and details like your registered address and company number. You should focus your response on how your company will meet the requirements contained within Section 3 – Background and Section 4 – Specification above and which are not covered in your responses to the questions in 5.5 below.

|  |  |
| --- | --- |
| **Company Name** |  |
| **Address** |  |
| **Registered Address**  **(if different from above)** |  |
| **Company Registration Number** |  |
| **Main Contact Name** |  |
| **Contact Telephone** |  |
| **Contact Email** |  |
| **Invoice Query – Name** |  |
| **Invoice Query – Telephone** |  |
| **Invoice Query - Email** |  |

|  |
| --- |
| **Response: (Maximum 1 page at Arial 11 point minimum)** |
|  |

* 1. **Quality Response**

You must answer each of the following questions below. The points and weighting awarded to each question is detailed in Section 1 above. There is no maximum or minimum word limit to the response, but we would expect it not to be either verbose or so little it does not answer the question fully.

*The text in italics before the question explains why we are asking it, and text in italics afterwards indicates the way the answer should be structured to give the most marks*

|  |  |
| --- | --- |
| **Quality Questionnaire** | |
| Q1 | *This question is designed to cover the processes you will deploy managing the service under this contract, what you have in place generally for your clients and what you will be deploying for us. There are many automated and integrated systems out there now working via tablets, phones or laptops and we are interested in how you work. As an emergency service, light touch fault reporting and swift resolution is important to us.*  **Question:** Please detail below how you intend to manage this contract including procedures and systems will be put in place for this contract to ensure you will deliver a robust service. In particular, if you use mobile phone apps, tablets or PDA based specific software systems to record visit information and reporting. Please detail which system you use and what advantages that might bring to us during the life of the contract?  *Suppliers who detail clearly how they will work for us, how information gets captured during visits and transferred to portals we can access or directly to us via an interface and the options available to us to choose how we interface, will score better than suppliers without systems or who have them but fail to explain clearly how they will work with us. This is the day-to-day operation of the contract, and a smooth experience is important to us* |
| Response |  |

|  |  |
| --- | --- |
| Q2 | *Related to the previous question, this question is aimed at specifically at your call out process. As an emergency service we need to be available 24/7/365 and to do so we do on occasion require support from our valued contractors in short time periods.*  **Question:** Response Times – Cover specifically, how you will meet an emergency 3-hour requirement, particularly over bank holidays, the Christmas and Easter periods. Detail if you already have the staff employed to achieve this and routine callouts; or will be reliant on recruiting more staff. If recruiting detail how many you have; and how many you will need, to be deployed for our requirement.  *Suppliers who can demonstrate they meet the standard requirements, or can better them, and who can demonstrate they have back up options for when things go wrong and have already got proven staff, available to deploy, will score higher than those without flexibility or who may struggle on occasions to meet the call out requirements or who require to largely recruit to fulfil this contract. Those who just cannot attend 24/7/365 or arrive within 3 hours if requested will see their bids rejected.* |
| Response |  |

|  |  |
| --- | --- |
| Q3 | *This question is aimed at your ability to communicate and keep relevant stakeholders informed both following first notification and after the initial visit should it not be resolved on the initial visit. It is important that stations know who will be onsite when and the progress of any repairs required.*  **Question:** Detail what communication processes you will adopt to ensure that all stakeholders are kept up to date with your response to emergency and urgent reactive reported faults, and for planned routine works and servicing requirements.  *Suppliers who have a well-defined communication process both to the stakeholders impacted, and to the ESFRS Estates Team manging the service will score higher than suppliers whose response is not so clear in their processes or vague in exactly how they will communicate. Keeping the Estates Team aware of progress at all times would be particularly useful as chasing progress wastes time.* |
| Response |  |

|  |  |
| --- | --- |
| Q4 | *This question is aimed at your ability to provide the service in a legal and compliant way; that what you are providing can be relied upon to be safe and compliant with the relevant legislation applicable at the time.*  **Question**: Detail how you will ensure any repairs you complete, or any item you maintain or install; will meet with the required British (or equivalent) Standard. In particular detail how you procure compliant parts and audit the work of your engineers to ensure that these standards are met and evidenced.  *Suppliers who detail their sourcing of goods to avoid counterfeit products; have an ad-hoc routine percentage managerial check of work completed, perhaps report the outcome of those checks to us; and detail clearly how they will work to British Standards will score more highly than suppliers who are more vague about their sourcing of products; how they will work to standards or who never or rarely have a follow up check on the work completed.* |
| Response |  |

|  |  |
| --- | --- |
| Q5 | *This question is to determine that you have a system in place that ensures that anybody working on our site, whether employed or sub-contracted to you, is properly competent to do the task asked of them.*  **Question:** Detail how you will ensure how any staff employed by you on this contract are suitably skilled and qualified to perform the tasks they are being asked to do. Ensure you provide details of how these qualifications are checked and renewed, or training is refreshed, if required. Where work will be subcontracted, cover how you ensure that subcontractors work to the same standards.  *Suppliers who have clear audit trail of competency checking, and regular re-qualification events; toolbox talks or formal training and can provide a summary or skills training example; and who use similar approaches to sub-contractors will score more highly than suppliers who do little to refresh knowledge and competency’s or keep limited records of what they have done and particularly in relation to how they manage their sub-contracted work.* |
| Response |  |

|  |  |
| --- | --- |
| Q6 | *East Sussex Fire Authority already has contracts for the supply of building maintenance and other specialist services and on some rare occasions, you may have to work with these to complete a repair or more likely Minor Works.*  **Question:** Detail how you will work with other suppliers, whether you are the lead contractor, or they are; and what costs if any, you may look to recover as a result of having to work with our other suppliers. *Ensure these costs are detailed clearly in Section 6 Pricing Schedule*.  *Suppliers who can demonstrate they understand the requirements of working to the CDM Regulations; clearly state how they would apply them which would come at zero or minimum cost, will score more highly than those who are less clear in their response, do not demonstrate a clear understanding or who would seek additional recompense for common practice.* |
| Response |  |

|  |  |
| --- | --- |
| Q7 | *East Sussex Fire Authority holds an up-to-date Asbestos Management Survey in each building together with an Asbestos Register at the ‘sign in’ location. We expect every Supplier undertaking works to have read the survey document and signed the register to confirm that they have understood the risks identified at the site.*  **Question:** In respect of asbestos, detail how you will ensure staff attending on site, understand what they need to do, where other such risks might be found and what precautions they will be required to take. Detail what you will do, if during routine works or repairs a previously unidentified instance of asbestos, or suspected asbestos, is uncovered.  *Suppliers who demonstrate they clearly understand the risk to their staff and ours or disturbing asbestos, and who have clear staff training and processes in place documenting what their staff should do in an unexpected event, will score more highly than suppliers who do not demonstrate they understand the risks, and cannot or do not document their training or procedures in their response.* |
| Response |  |

|  |  |
| --- | --- |
| Q8 | *For security purposes, East Sussex Fire Authority require to approve all Suppliers and their sub-contractors who might be onsite*. *The new procurement regulations also have strict tender Conditions of Participation and Supplier Exclusion at the core of their requirement, so it is important at this stage that any entity you rely on to fulfil this contract, including individuals not directly employed by you, is recorded in your answer.*  **Question:** Detail what types of works you will be completing yourself, and what work will be sub-contracted within the agreed hourly rate declared in Section 6. Provide a detailed list of any sub-contractors you intend to use to deliver this service to us, including how they are currently selected and managed by you. Detail contingency plans should ESFA reject a proposed sub-contractor, or they are found to be excluded from public contracts when checked.  *Suppliers who clearly state who will be doing what; complete more of the work via employees that they have direct control over, or can detail how sub-contractors are selected and importantly managed; and who have contingency options to replace sub-contractors or employees with alternatives; will score higher than suppliers, who only manage sub-contractors; who cannot demonstrate control over them and are reliant therefore on them; or who are unclear in their response where the areas of responsibility lie.*  Unless you use NO sub-contractors and you should specifically state that in your response, failure to list your sub-contractors here could see you excluded.  Anybody not paid by you via PAYE would be considered a sub-contractor in this situation – whether a self-employed sole proprietor (individual), a partnership or a small, limited company – whether they invoice you or you self-invoice for them. |
| Response |  |

|  |  |
| --- | --- |
| Q9 | *While understanding and accepting for a number or reasons, it is not always possible, we are starting to focus more on the ability of suppliers to achieve a repair on a 1st visit as we are finding it administratively burdensome and disruptive to the stations to be managing ongoing repair visits for sometimes simple faults.*  **Question:** Detail in a typical emergency or urgent call out and within those response times how you will source spare parts to improve first fix performance. Cover in particular who you would source from, time constraints that may apply. Describe how your operative can procure a part or other materials at short notice, particularly out of normal working hours. If you plan to hold stock on vehicles or local stores, which parts do you believe will be most important to hold to ensure at least a safe repair can be achieved on a first visit?  *Suppliers who have well stocked vehicles carrying the most common reactive repair parts for a first time fix; or who make safe then leave to source a part then self-manage and communicate until the repair is complete will score better than those who intend to visit, make safe but follow up days later to finalise the repair without communication or contact with us; and they will score better than those who plan to make safe and then look to re-arrange with ESFRS a follow up visit and additional call out cost to return and repair permanently.* |
| Response |  |

**Social Value**

|  |  |
| --- | --- |
| Q10 | *As we all move forward and view the impacts of climate change, East Sussex Fire Authority continue to look for ways to limit our impact on the environment, where we are able to change for long-term sustainability.*  **Question:** What efforts is your organisation making to fight climate change and how do you operate sustainably and responsibly in respect of the environment, specifically any journey to Net Zero or waste management plans you may have and how they are monitored? From what you are doing, what elements in relation to this contract specifically, do you think would translate well for us to improve energy or water use efficiency or reduce waste production and/or environmental pollution as we also move to Net Zero?  *Suppliers who are actively making changes themselves and clearly have considered those against what we do and the constraints we have and provide a reasoned argument for small or large changes will score more marks, than suppliers who are making no efforts themselves in this area, or suggest things that are clearly impractical for a fire service to deploy* |
| Response |  |

|  |  |
| --- | --- |
| Q11 | *Government Guidelines require all suppliers providing services to Public Authorities and receiving public funds; to be applying Social Value principles in their day-to-day business and as a result these suppliers are providing well renumerated employment. To help, a representative list of some Social Value Elements that can be considered are detailed in 3.10 above.*  **Question:** How do you tackle economic inequality in your local area? Detail how your company applies their Social Value commitments? You should also cover any that will specifically benefit the residents of East Sussex, Brighton and Hove who predominantly fund this service. Provide details on your total number of employed staff, how you ensure they are paid a fair wage and any plans you have to move staff on the national minimum wage to the national living wage for example.  *Suppliers who detail clearly all the steps and elements they are deploying to achieve social value whether locally to them, or specifically locally to us, and how they monitor success of their programs; will score more marks, than suppliers who are not clear which elements of social value they deploy, or where they do so or how it is deployed and monitored.* |
| Response |  |

|  |  |
| --- | --- |
| Q12 | *In addition to how you handle your employees, the Government is keen to ensure that guaranteed public funds spent with suppliers is passed down through their supply chain according to the same terms in which they receive it. All public Authorities are mandated to pay undisputed invoices within 30 days and are required to publish our achievements in that area and we would expect suppliers working with us to achieve at least that standard as a minimum.*  **Question:** Detail your payment performance over the last financial year. Include number of invoices paid, how many were paid within thirty days of receipt and how many were in dispute at year end. For those not paid in 30 days, what is your normal payment terms for settling the invoices of your suppliers?  *Suppliers who can provide this information and can show that payments are regularly made within 30 days or better will score more marks that those who cannot provide the numbers accurately; cannot be certain what their performance was or have a higher number of disputed invoices, perhaps to delay payment will score less well. Suppliers who routinely take longer than 30 days to make payment, whether agreed with their supply chain or not, will score poorly and should they be successful would be required to make changes in some areas before award.* |
| Response |  |

**Section 6 – Pricing Schedule**

**All pricing should exclude VAT.**

**Prices shall be firm for the contract period. Please ensure your price includes anticipated labour and material cost increases accordingly, as there will be no allowance for adjustments.**

All rates and prices should include and make allowance for **all** overheads, incidental and subsistence costs and travel to site mileage and time costs. Rates entered will be for time on site only. All travel costs, accommodation costs and time spent off site are deemed to be included within the rate.

We expect suppliers who bid for this contract to provide all the services required in the specification above at the rate specified in their response to the questions below whether that is achieved by their own employed staff or by sub-contracted or self-employed associated entities.

The numbers or quantities given are purely indicative to enable cost comparison.

For the purpose of rate determination, Normal Working Hours are deemed to be:

08.00 to 17.00 Monday to Friday

***All pricing should exclude VAT.***

You should check your submission carefully, both to see that the tables are correct in their addition and that you are pricing costs as requested.

East Sussex Fire Authority reserves the right:

* to amend pricing bids where any obvious arithmetical errors have been made or data calculation formulae have become corrupted;
* Where the total cost column does not match the requirement multiplied by an individual cost, we will assume the core cost per visit or rate per hour figure to be the correct value;
* to reject bids where the supplier completes pricing in a format other than directed and we consider it is not clear how to extrapolate to the correct format;
* to reject bids where the pricing submitted is contradictory, unclear what it relates to or does not refer to the tender specification.

East Sussex Fire Authority may not seek clarification from you on pricing. We will amend if it is clear how to do so and reject your bid if we believe there is any ambiguity.

The decision of East Sussex Fire Authority to either amend or reject a price bid is final.

**Reactive and Repair Work**

Please ensure you have read carefully the instructions on the previous page about what must be included in each hourly rate when completing the following sections. The hours for evaluation purposes are the estimated Hours over a normal 12-month period.

**6.1 Emergency call out visit to repair a fault – Arrive within 3 hours**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Hours for  Evaluation only | Rate per hour/ attendance Applied | Total Cost  (rate x hours) |
| Call out Charge (to include one hour on site) – Normal working hours | 50 hours | £ | £ |
| Rate per subsequent hour – NWH | 25 hours | £ | £ |
| Call out Charge (to include one hour on site) – Out of normal working hours | 20 hours | £ | £ |
| Rate per subsequent hour – Out of NWH | 10 hours | £ | £ |
| **Total** | | | **£** |

**6.2 Urgent call out visit to repair a fault – Arrive Same day or within 8 hours**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Evaluation Hours | Rate per hour | Total Cost |
| Call out Charge (to include one hour on site) – Normal working hours | 50 hours | £ | £ |
| Rate per subsequent hour – NWH | 25 hours | £ | £ |
| **Total** | | | **£** |

**6.3 Routine repair visits – Complete within 5 working days**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Evaluation Hours | Rate per hour | Total Cost |
| Rate per hour – Normal working hours | 50 hours | £ | £ |
| **Total** | | | **£** |

**6.4 Planned replacement visits – Complete within 28 working days**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Evaluation Hours | Rate per hour | Total Cost |
| Rate per hour – Normal working hours | 200 hours | £ | £ |
| **Total** | | | **£** |

**6.5 Plant and Materials**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Cost for Evaluation | Mark up Applied | Total Cost  (Cost + Mark-up %age Cost) |
| Materials supplied | £25,000 | % | £ |
| Replacement Equipment | £75,000 | % | £ |
| Plant supplied | £5,000 | % | £ |
| **Total Cost for Materials and Plant** | | | **£** |

**6.6 Emergency Lighting and Fire Alarm Testing**

All sites require 12 visits per year as per the specification above: 11 monthly short functional tests and single longer test for the emergency lighting and a single test of the fire alarm system.

|  |  |
| --- | --- |
| **Station** | Total Annual Cost |
| Barcombe | £0.00 |
| Battle | £0.00 |
| Bexhill and Workshop | £0.00 |
| Bohemia Road, Hastings and W/shop | £0.00 |
| Broad Oak, Brede | £0.00 |
| Burwash | £0.00 |
| Crowborough | £0.00 |
| Eastbourne | £0.00 |
| Forest Row | £0.00 |
| Hailsham | £0.00 |
| Heathfield | £0.00 |
| Herstmonceux | £0.00 |
| Hove | £0.00 |
| Lewes | £0.00 |
| Maresfield Service Training Centre – Admin Block (reception) | £0.00 |
| Maresfield Service Training Centre – Canteen Block | £0.00 |
| Maresfield Service Training Centre – Lecture Block (Kent building) | £0.00 |
| Maresfield Service Training Centre – Appliance Bay & Woodstore & Gym | £0.00 |
| Newhaven – Saxon House | £0.00 |
| Newhaven – Fort Road | £0.00 |
| Pevensey | £0.00 |
| Preston Circus, Brighton | £0.00 |
| Roedean and Workshop | £0.00 |
| Rye | £0.00 |
| Seaford | £0.00 |
| The Ridge, Hastings | £0.00 |
| Uckfield | £0.00 |
| Wadhurst | £0.00 |
| **Total for Inspections on all Sites** | **£0.00** |

**6.7 Electrical Installation Condition Reports (EICR)**

|  |  |  |
| --- | --- | --- |
| **Station** | **Next inspection date** | **Cost of Inspection** |
| Barcombe | 2028 | £ |
| Battle | 2026 | £ |
| Bexhill | 2029 | £ |
| Broad Oak | 2028 | £ |
| Burwash | 2028 | £ |
| Crowborough | 2028 | £ |
| Eastbourne | 2029 | £ |
| Forest Row | 2027 | £ |
| Hailsham | 2026 | £ |
| Hastings (Bohemia) | 2028 | £ |
| Herstmonceux | 2027 | £ |
| Heathfield | 2026 | £ |
| Hove | 2026 | £ |
| Lewes | 2026 | £ |
| Maresfield (Training Centre) | 2029 | £ |
| Newhaven (Fort Road) | 2030 | £ |
| Newhaven (Saxon House) | 2026 | £ |
| Ore (The Ridge) | 2028 | £ |
| Pevensey | 2026 | £ |
| Preston Circus, Brighton | 2029 | £ |
| Roedean | 2027 | £ |
| Rye | 2028 | £ |
| Seaford | 2028 | £ |
| Uckfield | 2026 | £ |
| Wadhurst | 2026 | £ |
| **Total EICR Cost over Potential Contract Term** | | **£** |

**6.8 Pricing for Evaluation**

|  |  |
| --- | --- |
| Total from 6.1 | £ |
| Total from 6.2 | £ |
| Total from 6.3 | £ |
| Total from 6.4 | £ |
| Total from 6.5 | £ |
| Total from 6.6 | £ |
| Total from 6.7 | £ |
| **Total for Evaluation** | **£** |

**6.9 Ancillary Services**

Please detail below any other services not covered above, that would incur a cost to us during the life of the contract. You should include anything where you may seek to deviate from the pricing declared above. If it is not covered in the earlier section and not included within this section, it will not be subsequently chargeable if you are successful in your tender.

If some element of the charges detailed below, is deemed by us to be material to the value of the contract, such as a monthly or annual helpdesk or administration fee, it will be added to the Total Price for Evaluation when consideration is made during scoring. The decision of East Sussex Fire Authority on this matter is final.

You may use the following format or any other format you consider best to explain the cost you will seek to recover. If it is not a one-off cost that may happen in a particular situation, you must provide an indicative annual cost with your description.

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Provision** | **Cost** | **How Often** | **Total Annual Cost** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**6.10 Sub-Contractor Mark up**

In relation to the contract core services, we would require that the rates quoted in sections 6.1 to 6.8 above, be adhered to whether you supply your own staff or sub-contract the service out.

However, there may be on occasion some ancillary directly related work that you may need to subcontract out. For example, to provide a new electrical supply to the building, you may need building amendments or removal of asbestos before you can proceed.

In situations such as this, we would normally have another contracted supplier provide that service for you, but if we asked you to manage the work from start to finish, we expect that you may have to sub-contract those services. In the event you have to use a sub-contractor, which we would need to approve first, what mark-up would you apply to us, on the subcontractors cost to you. Please detail below:

|  |  |
| --- | --- |
| Sub - Contractor Invoice Value to you | Mark up to ESFA Applied |
| Up to £10,000 | % |
| Over £10,000 | % |

|  |
| --- |
| **QUALIFICATION OF OFFER**  Responses will be accepted on the basis that the bidder fully complies with the East Sussex Fire Authority terms and conditions of contract as set out below, for the full duration that this contract will be in force.  Any insistence by the bidder that a ‘qualification of offer’ shall prevail, that ESFA finds unacceptable, will give cause to reject the bid.  Please delete A or B as appropriate:   1. I/We do not wish to make any qualification(s) to offer. 2. I/We wish to make the following qualification(s) to our offer |

**BIDDERS DECLARATION**

**– Do not sign here but ensure you do properly sign the submission document.**

*When you have completed your response to this questionnaire you must certify below that the information provided in the response is complete and accurate.*

* I/We certify that the information is accurate to the best of my knowledge.
* I/We understand and accept that false information could result in exclusion from the tender process and that it is a criminal offence, to give or offer any gift or consideration whatsoever, as an inducement of reward to any servant of a Public Body.
* I/we also understand that any such action will empower the Authority to cancel any contract currently in place and could result in exclusion from all future Authority tenders.
* I/We, the undersigned do hereby contract and agree on acceptance of this Further Competition, in whole or in part, to perform the Services, at the prices and terms quoted.
* I/we accept the conditions of contract set out in the Invitation to Tender, to which this tender is my/our response, and I/we undertake to perform any contract awarded as a result of this Tender in strict conformity with those conditions of contract.
* I/We understand that East Sussex Fire Authority is not bound to accept any Tender it receives.
* Unless and until a Contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Signed **………………………………………………….**  Date **……………………………………….**

Name (please print):

Position:

Company:

Address:

Telephone: **………………………………………………………………………………………..………**

Email: **………………………………………………………………………………………………..…….**

**Section 7 Guidance for Suppliers Working on ESFA Premises**

1. **INTRODUCTION**

All sites will meet the requirements of current legislation to ensure that any approved companies or individuals not employed by East Sussex Fire Authority (ESFA) but required to enter ESFA sites for the purpose of work shall be subject to such controls and conditions which ensure that they meet appropriate standards of conduct before commencing and during any such works

It is the responsibility of every Supplier engaged by ESFA to ensure that, prior to commencement of and during any works, the East Sussex Fire and Rescue Service (ESFRS) Contracts Manager or Premises Representative has provided the Supplier and his employees the appropriate information regarding the works and how to meet the current minimum standards of safe conduct required by ESFRS Policy.

This document outlines the safety requirements for Suppliers on ESFA Sites. Failure to observe the safety rules contained in them may result in work being halted. Your health and safety performance will be monitored throughout the period of the works.

1. **GENERAL REQUIREMENTS**
2. When working on a fire station, the Supplier must be aware of what happens when an emergency call is received. The Supplier must be able to recognise the turnout alarm and know what to do whilst crews are responding to the alarm and turning out.
3. The Supplier shall ensure that all work under the contract is carried out in accordance with the relevant statutory provisions and with ESFRS policies in relation to Health and Safety, Management of Suppliers, Environmental Protection and the requirements of these instructions and the best practices of the trade. They shall be responsible for the safety of, and control of risks to health and the environment arising from, any article, plant, substances or premises which he owns, hires or has possession of, whilst on site.
4. All Suppliers are required to carry out contracts and use plant and equipment in accordance with statutes and practices designed to ensure the safety and freedom from risks to the health of their Subcontractors and ESFA employees, agents or visitors and the quality and safety of the product.
5. No permission, consent or information given by or on behalf of ESFRS shall, in any way, relieve the Supplier of his liability under criminal or civil law.
6. **SPECIFIC HEALTH & SAFETY REQUIREMENTS**

**ALCOHOL**

There is a strict ‘No Alcohol’ policy on our premises. Visitors and Suppliers may neither bring alcohol onto, nor drink it within our site boundaries.

**ASBESTOS**

ESFRS will indicate to the Supplier the known presence of asbestos using the Site Asbestos Register.

A number of our premises have asbestos containing materials (ACM’s) within their construction. All our premises are clearly labelled as either containing asbestos or being asbestos free, by prominent signs on the entrance to the premises. Where practical the ACM’s are labelled, and in all cases an extract of the Asbestos Register and safety information is included in the Suppliers manual at each site and in specific induction packs. If the Supplier or sub-contractor is in any doubt, do not start work.

If the Supplier discovers asbestos or any material that is suspected of containing asbestos then work must cease immediately and a report made immediately of the circumstances to ESFRS. Any work involving removal or disturbance of asbestos or any article or substance containing asbestos shall be carried out in accordance with ESFRS policy and statutory requirements by a licensed Supplier agreed by ESFRS. **The Control of Asbestos Regulations 2012 apply.**

**COMPRESSED GAS CYLINDERS:**

Gas cylinders present a range of hazards from that of falling over to causing fires and explosions. Suppliers must ensure that they are used safely as per the safe working practices set out by HSE. Cylinders containing flammable gases or oxygen must be removed from any building to an approved location, when not in use. **The Dangerous Substances and Explosive Atmospheres Regulations and Control of Substances Hazardous to Health Regulations 2002 apply**.

**COMPANY PLANT AND EQUIPMENT**:

Contractor’s employees must not interfere with ESFRS plant and equipment unrelated to work under the contract. Other than fire alarms and emergency equipment, no person shall use any plant or equipment owned by ESFRS.

Where plant and equipment have to be dismantled, guards removed or safety systems made inoperative as part of the contract work, the Supplier must ensure that such plant and equipment is properly isolated or otherwise made safe before starting work and that appropriate authorisation is in force in accordance with ESFRS Rules.

On completion or suspension of such work, the plant and equipment must be made safe either by secure isolation or reinstatement of guards and safeguarding systems. All guards and safeguarding systems must be reinstated before the plant and equipment is returned to use.

**CONFINED SPACES:**

The Supplier must not permit his employees to enter any confined space including any chamber, tank, pit, pipe, flue, silo, storage bin, unless a Permit-to-Work system in accordance with ESFRS procedures is being followed. **The Confined Spaces Regulations 1997 apply**.

In addition to all other requirements, a second person must always be present during work in a confined space as identified in assessment and safe systems of work (no lone working permitted).

**CONSTRUCTION, DESIGN AND MANAGEMENT (CDM):**

The Construction, Design and Management Regulations 2015 (CDM) apply to this contract.

**CONTRACTORS’ EMPLOYEES:**

The Supplier must ensure their employees and any Subcontractors appointed by them are competent to carry out and/or manage the work required of them effectively and safely. Supervisory staff must be nominated to ensure that work is being carried out in a safe and satisfactory manner at all times. Suppliers should ensure that employees are familiar with ESFA site fire, emergency and security procedures, have been inducted and have signed a copy of the ESFRS Rules for Suppliers and Service Providers. Non ESFA Employees/Contractors/Sub-Contractors are not allowed to enter areas other than those where the work necessarily takes them and the welfare facilities agreed may be used.

The Supplier shall provide their employees with all protective clothing and equipment required by legislation and Company rules including but not limited to:

1. Safety helmets, safety boots and High-viz jackets.
2. Eye protection for employees carrying out chipping, sanding, grinding, welding or dividing materials and similar operations.
3. Approved breathing apparatus and respirators for employees exposed to dangerous fumes, dusts, fibres or lack of oxygen.
4. Ear protection where employees are working within designated ‘Ear Protection Zones’ or using noisy equipment.

The Supplier shall ensure that protective clothing and equipment is maintained in good order and is used by his employees.

**CONTRACT MATERIALS:**

The Supplier must ensure the safe storage of all substances, materials and articles brought to site. All materials must be properly stacked in areas which do not obstruct free movement around the site. No highly flammable liquids and liquefied petroleum gases may be stored except in areas approved by ESFRS. Flammable materials must not be stored in any position where they would prejudice the safety of any means of escape in case of fire.

ESFRS must be informed of all substances brought on site which may be hazardous to health as defined in the Control of Substances Hazardous to Health Regulations 2002 and also of any operations which may result in the production of hazardous substances. These substances and operations shall have been subject to an assessment of risk as required by the Regulations. Where this has not already been done or because the particular circumstances of use make it necessary a risk assessment must be carried out before the substance(s) is used.

**CONTRACTORS PLANT AND EQUIPMENT:**

The Supplier must ensure that all plant and equipment brought to the site is in a safe condition and complies with statutory requirements applying to its use, particularly in respect of any requirements for periodic examination. Suppliers’ employees should be sufficiently trained, experienced and competent to operate the equipment they use. ESFRS reserves the right to examine plant and equipment brought to the site to determine its fitness for use.

* No plant or equipment producing a noise level in excess of 85dB(A) shall be used on ESFA premises without written permission.
* No plant, equipment or machine driven by internal combustion may be used within any ESFA building, unless effective exhaust ventilation to the outside air is provided.
* All electrical equipment brought on site must be serviceable and free of any fault and have a PAT test certificate displayed at all times. All portable tools shall operate, wherever practicable, at a maximum of 50 v.a.c. In exceptional circumstances, where higher voltages are necessary, then any cables and devices shall be protected by a Residual Current Device at the source of supply.
* No cartridge operated tools equipment may be used without prior consent from ESFRS.
* All air receivers used on ESFA premises shall comply with the requirements of legislation in respect of cleaning, examination, marking and safety measures.
* The Supplier shall provide sufficient lifting tackle and appliances, certified, tested and marked in accordance with legislation and of adequate capacity to handle any loading involved in this operation. Reports on the testing of lifting equipment and air receivers shall be made available for ESFRS inspection, if requested.
* Supplier’s materials, plant or equipment shall be safely and securely stored and not obstruct any access or exit, gangway or other area where ESFA employees or visitors have to work or pass.

**CONTROL OF DUST AND FUMES:**

No stationary internal combustion engine may be used in any enclosed or confined space unless satisfactory arrangements have been made either to conduct exhaust gases into the open air or to provide adequate ventilation so as to prevent a dangerous concentration of fumes and gases.

The Supplier must effectively control or counteract the creation of dust, fumes or any other hazardous emission that could be injurious to health or the environment. Suppliers are reminded of their duties under the Control of Substances Hazardous to Health Regulations 2002.

**DANGEROUS OCCURRENCES, INCIDENTS AND INJURIES INCLUDING NEAR HITS:**

If an accident of any kind occurs, or if any incident takes place which could be dangerous or cause injury; the individual concerned must ensure that this is reported to the ESFRS Contract Manager/ Competent Person or Premises Representative immediately, who will then ensure the appropriate ESFRS hazard or safety event report is completed.

The Supplier is responsible for reporting any fatal, major or other Reportable Accidents under the RIDDOR Regulations, although ESFRS reserves the right to do so in addition to the Supplier and also to carry out an investigation. Supplier Employers’ Liability incidents on site should be reported to the ESFRS Contract Manager/Competent Person or Premises Representative. **The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 apply**.

**ELECTRICAL EQUIPMENT:**

All electrical equipment used by the Supplier on site must comply with the requirements of regulations applicable to its use. The written approval of ESFRS will be required for the use of the ESFRS electricity supply or any installation, extension, modification, maintenance, repair or testing of the ESFRS electrical systems or equipment.

All electrical equipment must be suitable for the purpose for which it is to be used, particularly in respect of exposure to water, dust and flammable vapours. Electrical leads must be properly earthed and kept as short as possible. Earth leads to welding equipment should be connected within 10m of the welding site. The open circuit voltage of any welding set must be limited to 40v. All work on electric and electronic equipment, carried out in pursuance of the contract, shall be undertaken by competent personnel. Letters of accreditation must be available if required.

The Supplier is responsible for familiarising himself with the requirements of all relevant legislation, including the current edition of the IEE Regulations.

**EXCAVATIONS AND OPENINGS IN FLOORS:**

The Supplier must ascertain the position of all services below ground before any excavation work begins. Any damage must be reported immediately to ESFRS. The Supplier should not regard any information provided by ESFRS about any underground services as conclusive as to their presence or absence in the vicinity of the excavation.

Where the excavation or other work creates an opening in a floor, the edges of the opening shall be fenced except in so far as the nature of the work renders this impracticable. During excavation work the surrounding areas must be maintained in an orderly and tidy condition. Notices and, where appropriate, warning lights should be posted by the Supplier to warn personnel of the presence of an excavation or opening in floor.

Excavations must be inspected and recorded by an experienced and competent person, before work starts, at least once a day, before each shift, every 7 days and after blasting or substantial damage. When backfilling after any excavation, warning traces must be inserted at least 0.3m (1'0") above the buried service indicating the type of service below.

**FIRE PRECAUTIONS:**

The Supplier must ensure that his employees are familiar with the action to be taken in case of fire, and ESFRS Emergency Evacuation procedure as explained by the ESFRS Contract Manager; Competent Person or Premises Representative. The Supplier shall be responsible for maintaining a daily register of all his employees and Subcontractors for the purposes of accounting for personnel in the event of an evacuation. The Supplier must ensure that all personnel sign in to the station visitors log at reception.

Any fire, however small, occurring on ESFA premises must be reported immediately. The Supplier shall be responsible for the provision of firefighting equipment of a type appropriate to the hazards involved in his operation and for the training of his employees in the use of this equipment as per risk assessments, method statements and permits to work if appropriate. No bonfires are allowed on ESFA premises

Firefighting equipment and appliances provided by ESFRS may be used in the event of an outbreak of fire. The use of any ESFRS equipment or appliance shall be reported to the ESFRS immediately.

No fire alarm or firefighting equipment, including hoses or sprinklers may be disconnected, removed or otherwise rendered inoperable without the prior consent of ESFRS. Fire hoses must only be used for firefighting purposes.

There is a strict ‘No Smoking’ policy on all Authority premises. This also applies to E cigarettes and the charging of these. Visitors and Suppliers are not allowed to smoke within our site boundaries

ESFRS permission must be obtained before any welding, cutting, open flame or spark-producing equipment is used, or any work whatsoever commenced in the vicinity of any container of flammable liquid or gas or any other volatile or powdered substance. Fireproof screens must be provided to safeguard ESFRS property and personnel from sparking and light flash whenever welding, cutting or similar operations are in progress as per risk assessments, method statements and permits to work if appropriate. Where appropriate machinery and equipment must be flame proofed to recognised standards.

**FIRST AID:**

The Supplier shall provide First Aid facilities for his employees as required by the **Health and Safety (First Aid) Regulations 1981**. Guidance on Regulation L74

**HOUSEKEEPING:**

Contractors are expected to maintain a high standard of cleanliness and good housekeeping within their work area. They must not prejudice housekeeping standards in other parts of the site. They must ensure, particularly, that their employees work carefully and tidily and accumulations of rubbish are removed from work areas, and disposed of off-site or as agreed by ESFA. That gangways, roadways and other access means are not obstructed by storage of materials or rubbish and all hazards are immediately dealt with as they arise. Rubbish must not beburned on site.

**HOT WORK:**

No flame, arc, spark or heat-producing appliance may be used for any contract work other than with the permission of ESFRS. Such work must be carried out in accordance with a written Permit-to-Work System. (See Part 3 - Permit to Work Procedures).

**LADDERS (Working at Height):**

HSE Guidance must be adhered to whilst working at height and it is the responsibility of the contractor to ensure they are working to a safe system and for the activity to be detailed in their RAMS. HSE provide working at height documents for reference including Work at height - HSE; Safe use of ladders and stepladders - HSE; Scaffolds - HSE and Mobile elevating work platforms (MEWPs) - HSE

All ladders must be inspected for defects before being put into use and subsequently at least weekly. Ladders must be secure at all times when in use and be stood on firm level ground. They must extend 1.05m (3'6") above the working landing or support and must rise at an angle given by 1m out from the wall every 4m of rise. Ladders must not be left unattended at night or weekend unless they have been rendered unusable. Materials should be raised using a hoist.

**NOISE:**

The Supplier shall be responsible for making an assessment of the risk from noise associated with all equipment which is brought onto site. The Supplier shall inform his employees, those of any Subcontractors employed by him, and ESFRS of the control measures which he has put in place in respect of any plant or machinery he has brought onto site. The Supplier shall be responsible for providing instruction to his employees and those of Subcontractors with regard to site control measures and site requirements for the wearing of ear protection.

The Supplier should be aware that the primary control measure is reduction of noise at source. The Supplier shall employ the best practicable means of reducing noise at source and the Supplier shall comply with all statutory requirements with regard to noise. **The Control of Noise at Work Regulations 2005 apply.**

**PERMITS TO WORK:**

There are certain operations carried out at sites which are deemed high risk due to the nature of the process and the surrounding area. Examples of the types of work for which permits will be required include:

* Working at height, including on roofs.
* Working in confined spaces, for example, ducts
* Hot work - welding, soldering or cutting using hot flame techniques outside of a workshop area.
* Isolation of or modification to fire safety systems, alarms, etc.
* Live working on electricity supply systems
* Work involving interaction with asbestos
* Work in areas where there is a risk of exposure to hazardous chemicals.
* Excavation and the digging of trenches

When working on the above a ‘Permit to Work’ system will be required (see Procedures below). As part of the agreement on Health and Safety Arrangements for the work, Suppliers must follow the detailed requirements of ESFRS. All Risk Assessments and Method Statements must be received by ESFRS a minimum of 5 days in advance of works commencing on site to ensure prompt issue of the Permit to Work

**ROOFS:**

ESFRS permission must be obtained before Supplier’s personnel work on any roof other than a roof being constructed as part of the contract. **ESFRS rules and procedures must always be followed and a Permit to Work must be obtained.** **No work may be commenced above the heads of employees before ESFRS permission has been obtained and approved safeguards effected.**

The Supplier should ensure that the work will not place his employees in danger of contact with uninsulated electrical conductors unless isolation of circuits or systems is made. Nothing must be thrown from any roof to the ground below, except in circumstances where an acceptable safe procedure is used.

**SEGREGATION OF WORK ACTIVITIES:**

Where contract work/activity is to be carried out in an area adjacent to ESFRS activities, the Supplier shall be responsible for the erection of barriers and signs prohibiting the entry of ESFRS employees, visitors or members of the public.

**SITE HUTS:**

No site hut shall be erected without the approval of ESFRS. Lighting and heating in huts must be installed and maintained so that the risk of fire is avoided. Radiant electric heaters are prohibited. The Supplier must provide and maintain sufficient and suitable portable firefighting appliances in any site hut.

**SCAFFOLDING:**

All steps to prevent falls must be taken whilst undertaking scaffolding activities. All scaffolding must be erected on a safe foundation, be perpendicular in structure and securely fixed to the building. A safe working platform incorporating guard rails, toe boards or similar must be provided, including the quick assembly moveable type, to prevent falls of persons or objects. Scaffolding must not be overloaded with stored materials. Hoists and chutes should be provided.

Materials must not be stacked on scaffold platforms above toe-board height, unless fitted with wire guards. In accordance with NASC recommendations all scaffolders should wear safety harnesses when working. The erection, alteration, dismantling and inspection of scaffolding and working platforms must be undertaken by competent persons and in accordance with HSE Construction sheets. Following erection of the scaffold the competent person must complete an initial inspection of its' suitability and issue a certificate. All scaffolding must be inspected regularly, and the details of each inspection must be recorded. All Supplier employees should be competent for the type of scaffolding work they are undertaking and should have received appropriate training relevant to the type and complexity of scaffolding they are working on.

Employers must provide appropriate levels of supervision taking into account the complexity of the work and the levels of training and competence of the scaffolders involved.

**TARPAULINS AND OTHER PROTECTIVE SHEETING:**

Tarpaulins and other sheet materials used on site must, wherever possible, be flame resistant or treated with a fire-retardant solution.

**VEHICLES:**

All vehicles, including those not normally used on the highway, must be in a safe condition. Supplier’s vehicles must comply with Company traffic signs, speed, reversing and parking restrictions at all times. There is a speed limit of 5MPH on all ESFRS premises.

**There must be NO PARKING or WAITING in front of appliance bays or turn out areas.**

**WORKING AT HEIGHT (See also Ladders and Scaffolding):**

The Supplier must ensure that suitable and sufficient access equipment is provided to secure a safe means of access and safe place of work for his and his Subcontractor’s employees in accordance with legal requirements and Permit to Work systems. **The Work at Height Regulations 2005 apply.**

**SITE SPECIFIC HAZARDS:**

It is the Supplier’s responsibility to ensure that he is aware of all site specific hazards before he commences work. A list of site-specific hazards will be provided by ESFRS.

1. **SPECIFIC SECURITY REQUIREMENTS**

**SECURITY:**

To work at an unstaffed station or site, the Supplier must make specific access arrangements with the contracts manager, competent person or premises representative and must inform our Joint Control Centre by telephone that they are on site. They must sign into the premises using the visitor’s book and similarly book off site and call to say you are leaving.

To work at an occupied site, you must report to the contract manager, competent person, or person in charge of the site (Watch Manager for Fire Stations, and Caretaker for Service Training Centre) to obtain clearance to start work, and sign into the premises using the visitor’s book.

Visitor’s passes must be worn and visible at all times. Upon completion of the work, or at the end of each day, you must inform the person in charge that you are leaving and sign out using the visitor’s book. For work of more than one day’s duration, you must repeat these procedures for each working period.

No opening may be made in an outside wall, or boundary fence unless consent has been obtained sufficiently early to enable special security arrangements to be made.

The Supplier is responsible for the safety of all the Supplier’s plant, equipment and other property. Any watchman, who is appointed by the Supplier, must work in close liaison with ESFRS security service. Special attendance arrangements should be made where work is required to be executed on a weekend, or outside normal working hours.

1. **SPECIFIC PROTECTION OF FOOD REQUIREMENTS**

**CONTROL OF INFESTATION:**

The Supplier shall not interfere with or remove any bait point, box or electric insect killer used by ESFA for preventing rodent or other infestation, without permission from ESFRS. The Supplier shall not remove or disturb any sealing, fitting wire mesh or netting used to prevent the entry of rodents, birds or insects into ESFA premises, without permission from ESFRS. Any disturbance of baiting equipment or proofing installations shall be reported to ESFRS immediately.

Any sign of infestation by birds, rodents or insects discovered by the Supplier during the course of his operations shall be reported to ESFRS Contracts Manager/Competent Person or Premises Representative. The Supplier shall ensure that his employees do not encourage any infestation by the indiscriminate use, storage or disposal of food wastes.

Any work involving the disconnection of an underground drain shall ensure that any disused section of drain is removed or effectively sealed to prevent the exit of rodents.

1. **SPECIFIC REQUIREMENTS FOR THE ENVIRONMENT**

The Supplier will ensure that he and all subcontractors are familiar with and will abide by, the requirements of the following Statutes and derived Regulations where they are relevant to any aspect of the work to be undertaken, including.

* Environmental Protection Act 1990
* Control of Pollution Act 1974
* Water Resources Act 1991
* The Waste (England and Wales) Regulations 2011
* The Hazardous Waste (England and Wales) (Amendment) Regulations 2009
* Control of Pollution (Oil Storage) Regulations 2001

It is the responsibility of the Supplier to refer to the main Statutes and Regulations as required in order to ensure compliance. The Supplier, if required will provide a site waste management plan and will not under any circumstances use any waste storage or disposal facility provided by ESFRS for its own use. The Supplier will ensure that any waste is separately held and disposed of in accordance with the Environmental Protection Act and associated Regulations.

All required documentation shall be retained for the periods of time stipulated in the Regulations and a copy given to ESFRS. No skip or other waste receptacle shall be located on the site until its position has been agreed with ESFRS.

The Supplier must notify ESFRS designated contact immediately upon the occurrence or near occurrence of any event or incident that gives rise to an emission to land air or water, or an entry to a drain; and take any actions that have been prescribed to minimise the effects of any emission, unless it is unsafe to do so.

The Supplier must not bring onto the site, any soil, rubble, fill or similar material that contains any substance or property that would cause it to be designated as contaminated under the provisions of Statute and Regulation. The Supplier must disclose the quantity and source of all such materials in writing prior to their arrival and ESFRS shall have the right to reject wholly or in part any materials that are or appear to be contaminated upon arrival. In such circumstances, removal from the site will be the responsibility of the Supplier who will bear the costs of safe transport and disposal.

The Supplier will ensure that any temporary bulk storage facilities (e.g. oil tanks) have secondary containment facilities which are fully compliant with the requirements of the Control of Pollution (Oil Storage) Regulations. In addition, well equipped spillage control points must be provided, strategically situated where bulk materials, chemicals, paints and solvents are delivered, stored, transferred or used and also secure from access by unauthorised persons.

The Supplier will accept and if required formally acknowledge responsibility for any environmental incident arising from any failure on the part of the Supplier or Subcontractor to disclose relevant information or comply with instructions and guidance issued by way of Section 2 or 3, unless such incident is caused by an act or omission of ESFRS.

**The Supplier will notify ESFRS in writing of any necessary changes to the working plan, including any changes of materials, substances or equipment to be used on the site.**

**PERMIT TO WORK PROCEDURES**

1. **PURPOSE OF PERMITS TO WORK**

Permits to work are a formal management system used to control high risk activities. These enable a risk assessment to be made and specify control measures to be put in place in order to minimise risk.

Permits to work will usually be necessary for such activities as maintenance or construction work by external Suppliers or East Sussex Fire & Rescue staff, unless a risk assessment indicates otherwise.

Examples of the types of work for which permits will be required include:

* Working at height, including on roofs
* Working in confined spaces, for example, ducts
* Hot work. Welding, soldering or cutting using hot flame techniques outside of designated workshop.
* Isolation of or modification to fire safety systems, alarms, etc.
* Live working on electricity supply systems
* Work involving interaction with asbestos
* Work in areas where there is a risk of exposure to hazardous chemicals.
* Excavation and the digging of trenches

The intention of the permit to work is to:

* Ensure that the work which is  intended to take place is properly authorised
* Clarify the nature and extent of the work
* Specify which precautions must be taken and which activities are prohibited. Consideration should also be taken of the activities of other parties which may impact on or be affected by the proposed work. These activities may need to be temporarily suspended or modified.
* Indicate the date, time and location that the specified activities may occur
* Ensure that all those persons who have control of or are affected by the activity are aware
* Provide a record of the work, that the specified precautions have been understood and enacted, and that the workplace and or equipment is returned to a safe condition.

1. **PREPARATION FOR PERMIT TO WORK**

The process for drawing up a permit to work is described here.

The permit must be drawn up by an ESFRS member of staff who has arranged for the work to take place and/or the person who is supervising the work. They will

1. Obtain and read Supplier’s method statement and risk assessment for work to be undertaken and challenge the Supplier if these are considered to be insufficient
2. Determine if the work to be carried out requires a permit to work. This will be the case if it is of the type described as above, unless a risk assessment indicates that it is already a low risk activity. Other high risk activities, which are not listed above may also require a permit to work.
3. Determine the type of permit that is required. Blank permit templates exist for the following types of work, [work at height](https://www.brookes.ac.uk/services/hr/health_safety/permit_to_work/working_at_heights_permit.doc), work in confined space, [hot work](https://www.brookes.ac.uk/services/hr/health_safety/permit_to_work/hot_work_permit.doc)s, modification to fire safety systems or security alarms, live working on electricity supplies, works involving asbestos, excavations or [digging of trenches](https://www.brookes.ac.uk/services/hr/health_safety/permit_to_work/excavations_permit.doc), work risk of exposure to hazardous chemicals and for [unspecified activities](https://www.brookes.ac.uk/services/hr/health_safety/permit_to_work/miscellaneous_work_permit.doc).
4. Gather the relevant information in relation to the work, including the intended starting time and date, the anticipated duration, job location, plant identification a description of the task duration, and the names of those carrying out the work.
5. Inspect the intended location of the work. Considering the method statement, determine any additional measures or actions that are required in order to minimise risks associated with carrying out the intended task(s) at this location. This may include isolation of services such as electricity, or gas.  In order to determine the necessary actions, it may be necessary to call upon the expertise of others who are familiar with the location or the activities to be carried out. Other adjustments may need to be made before the work commences.
6. Determine a date, time and duration for the work to take place. The allocated duration should be sufficiently long enough to enable the job to be carried out in a satisfactory fashion.

1. **PERMIT TO WORK**
2. The permit to work will have a reference number which should be in a format such as Site/Date/ Initials of issuing member of staff & permit no. For example (Barcombe – 12/10/19-MC-07)
3. All relevant information (location of work, type of work, tools to be used, safety measures and precautions to be taken) should be included on the Permit to Work.
4. The designated start and finish time of the works will be indicated. A separate permit must be drawn up and issued for each day of works.
5. In order to grant permission for the work to be carried out the Permit to Work must be signed by the ESFRS member of staff who is supervising the work. Section 9 of the permit.
6. Prior to the works commencing, the ESFRS member of staff supervising the work will clarify with the Supplier the precautions that are required to be carried out, as detailed in the permit.
7. The permit will be issued to the Supplier carrying out the work, who will sign the permit to confirm that they, and those under their control, will adhere to the conditions and requirements described in the permit. Section 10 of the permit.
8. A copy will be retained by the person with responsibility for managing the project/ supervising the works.
9. The permit will be displayed in a visible location at the place of work, during the time at which the work is taking place.
10. When the work is complete the Supplier will return the site to a safe and tidy condition and will sign the permit to indicate that the works have been completed. Section 11 of the permit.
11. The signed off form will be returned to the person within ESFRS who signed the permit, who will cancel the permit and complete section 12 of the permit.
12. The permit will be retained for a period of at least 12 months.
13. If the job for which a permit was issued is not completed within the time designated by the permit, it will be necessary to either extend the duration of the permit, if it is safe to do so (i.e. on the same day of issue), or issue a new permit for another period of time. The ESFRS member of staff supervising the work will agree and implement the appropriate action.
14. **GUIDANCE FOR PERMIT ISSUING FOR SPECIFIC TYPES OF TASK**

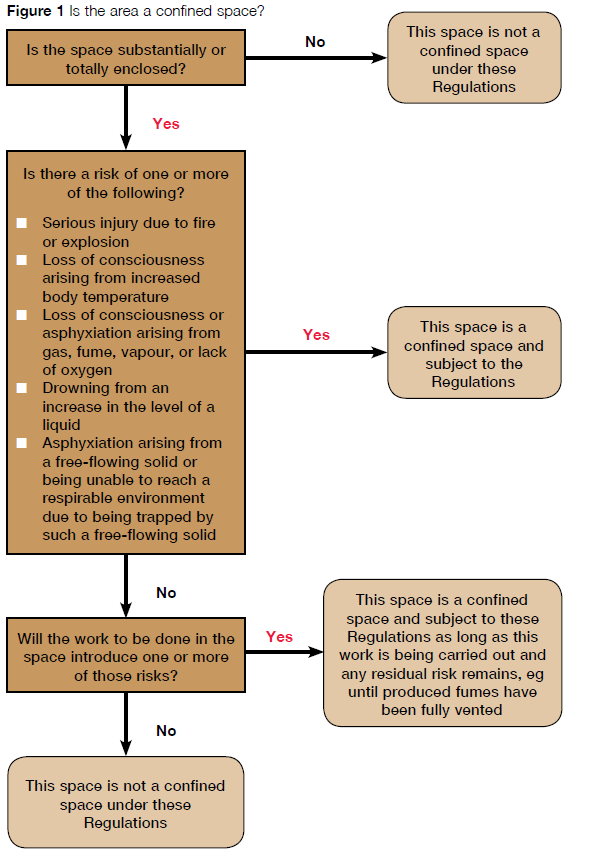
**Working at heights, including roof access:**

A permit to work will be required if a risk assessment carried out following examination of the Supplier’s method statement indicates that there is a risk of a hazard such as a fall from height, a fall of an object from height, exposure to radiation or hazardous fumes or any other significant hazard. In which case the measures taken to minimise the risk will be indicated in section 4 of the permit.

**Confined spaces, including duct:**

Whenever possible, the need to enter confined spaces should be avoided, alternative methods should be considered to undertake the task. Entry by a person should only be undertaken if there is no reasonable alternative.

A confined space is defined as ‘any place, including any chamber, tank, vat, silo, pit, trench, pipe, sewer, flue, well or similar space in which, by virtue of its enclosed nature, there arises a reasonably ‘foreseeable specified risk’.



Confined Spaces Regulations 1997

Health and Safety Executive ACOP Safe Work in Confined Spaces

Foreseeable specified risks include (but not limited to):

1. **A lack of oxygen**.  This can occur:

* Where there is a reaction between some soils and the oxygen in the atmosphere.
* Following the action of groundwater on chalk and limestone which can produce carbon dioxide and displace normal air.
* Inside steel tanks and vessels when rust forms.

If a risk assessment indicates that the oxygen level may be low, arrangements should be made to measure the oxygen level at the place of work within the confined space, before entering. The confined space must not be entered unless the oxygen level is in the range 19.5 to 23.5%. Details of the appropriate measurements, and results, if necessary, will be given in section 3 of the permit.

If the oxygen levels are below 19.5% it may be appropriate to permit suitably trained personnel to enter the confine space using an appropriate form of breathing apparatus.

Details of the methods to be used will be given in section 4 of the permit.

1. **Poisonous gas, fume or vapour**.  These can:

* Build-up in sewers and manholes and in pits connected to the system;
* Enter tanks or vessels from connecting pipes;
* Leak into trenches and pits in contaminated land, such as old refuse tips and old gas works.

If a risk assessment indicates that there is a reasonable possibility that poisonous or asphyxiating gases may be present, appropriate steps must be made to measure their concentration, before entering the confined space. Details of the appropriate measurements, and results, if necessary, will be given in section 4 of the permit.

If dangerously high levels of a poisonous or asphyxiating gas are found to be present, it may be appropriate to permit suitably trained personnel to enter the confined space using an appropriate breathing apparatus. Details of the methods to be used will be given in section 3 of the permit.

1. **Flammable materials**

Entry to the confined space should be prohibited if a risk assessment indicates that there is a reasonable possibility that there may be flammable liquids or vapours present which may give rise to a fire or explosion.

1. **Entry of materials**

Entry to the confined space should be prohibited unless the possibility of the entry of liquids and solids which can suddenly fill the space, which may result in a person being drowned, asphyxiated or otherwise injured, has been eliminated. If it is necessary to put such isolations in place, these will be indicated in section 4 of the permit.

1. **Heat**

If a risk assessment indicates that hot conditions may exist which could lead to a dangerous increase in body temperature, appropriate steps will be taken, for example, limiting the exposure time, in order to minimise the risk of injury. The appropriate steps will be indicated in section 4 of the permit.

1. **Means of escape or rescue**

The means by which a person in a confined space can escape or be rescued in the event of an emergency should be indicated in section 4 of the permit.

1. **Hot work**

Hot work includes working with flame cutting apparatus, oxyacetylene welding apparatus, electric welding apparatus, blow lamps, grinding equipment, working with bitumen boilers or any other equipment producing flame, intense heat or sparks.

The following precautions must be in place:

* Personnel trained in use of fire extinguishers must be in the working team.
* At least one appropriate fire extinguisher must be at the place of work.
* The work area is to take place must be cleared of flammable materials.
* Heat or smoke detectors should be isolated before hot work begins.
* Remain at the workplace for at least 30 minutes after hot work ends.
* Remove isolation from heat or smoke detectors after hot work ends.

If a risk assessment indicates t additional precautions are required, these should be indicated on the permit.

1. **Excavations**

A permit to work is required for all excavation work, digging of trenches and the like which is carried out within ESFRS premises.

Prior to issuing the permit, the person arranging the work to take place will ensure that there is sufficient information regarding underground services such as electricity and data cable runs, water or gas pipe work and will have sufficient information regarding ground conditions and surrounding buildings.

Where Suppliers are to carry out excavations they must provide a method statement which is to give details of the method of excavation, precautions to prevent trench collapse, fencing around the trench, PPE to be utilised and the process for reinstatement of the excavation afterwards.

1. **Other work activities**

Similar procedures will be followed for permits for other hazardous procedures, including live working on electricity supply systems, work involving interaction with asbestos and work in areas where there is a risk of exposure to hazardous chemicals or microorganisms.

**EAST SUSSEX FIRE AUTHORITY PERMIT TO WORK (Example)**

|  |  |
| --- | --- |
| **1. Permit Title:**  **Time Allowed for Work From: To:**  **Date:** | **2. Permit No** |
| **3. Job Location:** | |
| **4. Plant Identification:** | |
| **5. Person Carrying out Work:** | |
| **6. Description of Work:** | |
| **7. Permit Type – *tick***   |  |  | | --- | --- | | 1. Working at height …………… | 5. Live working on electricity supplies ………… | | 1. Working in confined spaces ……….. | 6. Works involving asbestos ……………… | | 1. Hot works ……………… | 7. Excavations or digging trenches ……………. | | 1. Isolation or modification to fire   safety systems or security alarms …… | 8. Works in areas where there is a risk  Of exposure to hazardous chemicals …………. | | |
| **8. Protective Equipment Required:** | |
| **9. Authorisation:** I am satisfied that the appropriate checklist has been followed through and that the necessary precautions are in place. Plant has been taken out of service/suitably isolated (as applicable). The work may now proceed  **Signed:**  **Position:**  **Time:** | |
| **10. Acceptance:** I/We understand the work to be done, hazards involved and precautions applicable. I/We are prepared to work under the conditions stated above.  **Signed:**  **Position:**  **Time:** | |
| **11. Completion of Work:** The work has been completed and all tools etc have been removed, all guards refitted and the plant is/is not \* suitable for return to service.  **Signed:**  **Position:**  **Time:** | |
| **12. Cancellation of Permit:** The work has been tested and checked and this permit to work number has been cancelled and no further work is permitted. The plant can/cannot \* be returned to service. *\** ***Delete as appropriate***    **Signed:**  **Position:**  **Time:**  **Date:** | |
| *Authorised person to retain completed forms according to document control policy.* | |

**Guidance for the Construction, Design And Management Regulations 2015 (CDM)**

1. **INTRODUCTION**

This guidance provides summary information on the Construction, Design and Management Regulations (2015) (CDM 2015). A full guide can be found in the Approved Code of Practice L153. It can be downloaded here: <http://www.hse.gov.uk/pubns/priced/l153.pdf>.

1. **BACKGROUND AND SCOPE OF CDM 2015**

The purpose of CDM (2015) is to establish a framework for the effective management of the safety aspects of a construction process, this applies to the entire process from concept to completion. Key to CDM 2015 is the allocation of duty holders in the construction process, each of whom has certain roles and responsibilities to fulfil.

It is important to understand the definition of construction work within CDM 2015 is wide and can apply to many projects and tasks that people do not immediately associate with construction work, e.g. *‘the installation, commissioning, maintenance, repair or removal of mechanical, electrical, gas, compressed air, hydraulic, telecommunications, computer or similar services which are normally fixed within or to a structure’*

CDM 2015 defines construction work as: *‘“Construction work” means the carrying out of any building, civil engineering or engineering construction work and includes -*

*(a) the construction, alteration, conversion, fitting out, commissioning, renovation, repair, upkeep, redecoration or other maintenance (including cleaning which involves the use of water or an abrasive at high pressure, or the use of corrosive or toxic substances), de-commissioning, demolition or dismantling of a structure;*

*(b) the preparation for an intended structure, including site clearance, exploration, investigation (but not site survey) and excavation (but not pre-construction archaeological investigations), and the clearance or preparation of the site or structure for use or occupation at its conclusion;*

*(c) the assembly on site of prefabricated elements to form a structure or the disassembly on site of the prefabricated elements which, immediately before such disassembly, formed a structure;*

*(d) the removal of a structure, or of any product or waste resulting from demolition or dismantling of a structure, or from disassembly of prefabricated elements which immediately before such disassembly formed such a structure;*

(e) *the installation, commissioning, maintenance, repair or removal of mechanical, electrical, gas, compressed air, hydraulic, telecommunications, computer or similar services which are normally fixed within or to a structure*

CDM 2015 applies to all such projects, irrespective of their duration. CDM 2015 also covers domestic work, although the majority of the duties are borne by the Supplier.

1. **DUTY HOLDERS, A SUMMARY OF ROLES AND RESPONSIBILITIES**

The following is taken from Table 1 of L153. It is a brief summary of duty holders’ responsibilities.

**The Client**

Clients are organisations or individuals for whom a construction project is carried out. Responsibilities includes making suitable arrangements for managing a project. This includes making sure other duty holders are appointed and sufficient time and resources are allocated. The client must make sure that the relevant information is prepared and provided to other duty holders, the principal designer and principal Contractor carry out their duties and that welfare facilities are provided.

L153 is clear that the client has an active responsibility to maintain and review management arrangements throughout the construction work. L153 gives examples of how this be achieved, including:

* ‘*Establishing key milestones so they can assess the progress of the project and determine whether health and safety standards are being met.*
* *Where necessary, seeking advice. On larger projects, client may value an independent review of standards;*
* *Ensuring arrangements for handing over the building to a new user are sufficient to protect anyone (including members of the public) who may be affected by risks arising from any ongoing construction work, e.g. snagging work.)*

**Designers**

Designers are those, who as part of a business, prepare or modify designs for a building, product or system relating to construction work.

Responsibilities include providing information to other members of the project team to help them fulfil their duties and when preparing or modifying designs, to eliminate, reduce or control foreseeable risks that may arise during construction; and/or the maintenance and use of a building once it is built.

**Principal Designers**

Principal designers are designers appointed by the client in projects involving more than one contractor. They can be an organisation or an individual with sufficient knowledge, experience and ability to carry out the role.

Responsibilities include planning, managing, monitoring and coordinating health and safety in the pre-construction phase of a project. This includes:

* Identifying, eliminating or controlling foreseeable risks.
* Ensuring designers carry out their duties.
* Prepare and provide relevant information to other duty holders.
* Provide relevant information to the principal contractor to help them plan.
* Manage, monitor and coordinate health and safety in the construction phase.

**Principal Contractors**

Principal contractors are contractors appointed by the client to coordinate the construction phase of a project where it involves more than one contractor. Responsibilities include planning, managing, monitoring and coordinating health and safety in the construction phase of a project. This includes:

* Liaising with the client and principal designer.
* Preparing the construction phase plan.
* Organising cooperation between contractors and coordinating their work.

And will ensure:

* Suitable site inductions are provided.
* Reasonable steps are taken to prevent unauthorised access.
* Workers are consulted and engaged in securing their health and safety.
* Welfare facilities are provided.

**Contractors**

Contractors are those who do the actual construction work and can be either an individual or a company. Responsibilities include:

* Plan, manage and monitor construction work under their control so that it is carried out without risks to health and safety.
* For projects involving more than one contractor, coordinate activities with others in the project team – in particular, comply with directions given to them by the principal designer or principal contractor.
* For single-contractor projects, prepare a construction phase plan.

**Workers**

Workers are people who work for or under the control of contractors on a construction site. They must:

* Be consulted about matters which affect their health, safety and welfare.
* Take care of their own health and safety and others who may be affected by their actions.
* Report anything they see which is likely to endanger either their own or others’ health and safety.
* Cooperate with their employer, fellow workers, contractors and other duty holders.

1. **WHEN TO APPOINT A PRINCIPLE CONTACTOR AND PRINCIPLE DESIGNER**

CDM 2015 requires that the client appoints a principle contractor and a principle designer when there is more than one contractor, or it is reasonably foreseeable that there will be more than one contractor working on the project at any one time.

1. **HSE NOTIFICATION REQUIREMENTS**

When a construction project meets certain criteria, the Health and Safety Executive must be notified about it. This is the responsibility of the client.

*A project is notifiable if the construction work on a construction site is scheduled to:*

*(a) Last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project; or*

*(b) Exceed 500 person days.*

*Where a project is notifiable, the client must give notice in writing to the Executive as soon as is practicable before the construction phase begins.*

1. **THE IMPORTANCE OF PRE-CONSTRUCTION INFORMATION**

An important role for the client is passing information already in the client’s possession across to those who need it and in particular, those preparing the construction phase plan. Examples could include, asbestos information, location of utilities, previous health and safety files and other on-site hazards.

Appendix 2 of L153 outlines more information on pre-construction information.

1. **THE CONSTRUCTION PHASE PLAN**

CDM 2015 requires that all projects have a construction phase plan.

The client must ensure the construction phase plan is prepared prior to the work starting. It sets out in detail site rules, health and safety arrangements and specific measures concerning any work involving the particular risks listed in Schedule 3 of CDM 2015.

The person responsible for preparing the construction phase plan varies depending on the project.

* Single contractor projects – The contractor.
* Multiple contractor projects – Principle contractor.

Appendix 3 of L153 provides more information on the construction phase plan.

1. **THE HEALTH AND SAFETY FILE**

A health and safety file is required for projects when there is more than one contractor. It is the responsibility of the principal contractor to compile it. The purpose of the health and safety file is to provide information for people in the future, who will be carrying out construction work on the building after the current construction work has finished. Appendix 4 of L153 provides more information on the health and safety file.

1. **WHERE TO GET MORE HELP AND INFORMATION**

• Approved Code of Practice L153: <http://www.hse.gov.uk/pubns/priced/l153.pdf>

• HSE’s construction homepage: <http://www.hse.gov.uk/construction/index.htm>

• Construction Industry Training Board CDM 2015 Page: <http://www.citb.co.uk/health-safety-and-other-topics/health-safety/construction-design-and-management-regulations/cdm-guidance-documents/>

1. **REFERENCES**
2. Regulation 2(1) The Construction, Design and Management Regulations (2015).
3. Approved Code of Practice L153. Paragraph 41.
4. Regulation 6(1) The Construction, Design and Management Regulations (2015).

**Section 8 – East Sussex Fire Authority Premises**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Station No.** | **Fire Station** | **Address** | **Town** | **Postcode** | | **\*Full Time, Day Crewed or Retained** |
| 70 | Rye | Ferry Road | Rye | TN31 7DJ | | R |
| 71 | Broad Oak | Northiam Road | Broad Oak, Brede | TN31 6EP | | R |
| 72 | Battle | High Street | Battle | TN33 0EE | | DC |
| 73 | Bexhill | Beeching Road | Bexhill | TN39 3LG | | DC |
| 74 | Burwash | Rosemary Gardens | Burwash | TN19 7ER | | R |
| 75 | The Ridge | The Ridge, Ore | Hastings | TN34 2AD | | FT |
| 76 | Hastings | Bohemia Road | Hastings | TN34 1EX | | FT |
| 77 | Pevensey | Lyons Close | Pevensey | BN24 5LA | | R |
| 78 | Wadhurst | Sparrows Green | Wadhurst | TN5 6ST | | R |
| 79 | Herstmonceux | Hailsham Road | Herstmonceux | BN27 4LJ | | R |
| 80 | Hailsham | Victoria Road | Hailsham | BN27 2AY | | R |
| 82 | Heathfield | High Street | Heathfield | TN21 0UP | | R |
| 83 | Crowborough | Beacon Road | Crowborough | TN6 1AF | | DC |
| 84 | Uckfield | Bell Farm Road | Uckfield | TN22 1BA | | DC |
| 85 | Forest Row | Station Road | Forest Row | RH18 5DW | | R |
| 86 | Seaford | Cradle Hill | Seaford | BN25 3JA | | R |
| 87 | Newhaven | Meeching Road | Newhaven | BN9 9QX | | DC |
| 88 | Barcombe | Weald Close | Barcombe | BN8 5AZ | | R |
| 89 | Lewes | North Street | Lewes | BN7 2PE | | DC |
| 90 | Roedean | Roedean Road | Brighton | BN2 5RA | | FT |
| 91 | Preston Circus | Preston Circus | Brighton | BN1 4NZ | | FT |
| 92 | Hove | English Close | Hove | BN3 7EE | | FT |
| 93 | Eastbourne | Whitley Road | Eastbourne | BN22 8LA | | FT |
| 95 | Training Centre | Batts Bridge Road | Maresfield | TN22 2HN | | Office Hours |
|  | Engineering Hub | Fort Road | Newhaven | From Oct 25 | | Office Hours |
|  |  |  |  |  | |  |
|  |  |  |  |  | |  |
|  | \* Full time (FT) | Normally open 24 hrs per day | |  | |  |
|  | Day Crewed (DC) | Normally open from 09.00 to 18.00 each day | | | |  |
|  | Retained ® | Open generally by arrangement | | |  |  |

**Section 9 – East Sussex Fire Authority Standard** **Terms and Conditions**

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**1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement the following expressions shall have the following meanings:-

1.1.1 “Adjudicator" means the adjudicator to be appointed or nominated under Clause 25.

1.1.2 "Change Request" means a written request to alter the Services as described in Clause 8 .1.

1.1.4 "the CEDR Rules" means the Centre for Effective Dispute Resolution Model Mediation Procedure

1.1.5 "the Commencement Date" means the date set out in the Contract Award letter.

1.1.6 "Contract Period" means the period set out in the Contract Award letter.

1.1.7 "the Contract Price" means the sum due to the Contractor calculated in UK pounds sterling in accordance with the agreed prices and as the same may be adjusted from time to time in accordance with this Agreement.

1.1.8 "ElR" means the Environmental Information Regulations 2004.

1.1.9 "ESFA's Representative” means the person or persons as ESFA may appoint and notify to the Contractor in writing from time to time to act as ESFA's Representative under this Agreement.

1.1.10 "FOIA' means the Freedom of Information Act 2000.

1.1.11 "Force Majeure" means any act of God, any national strike or labour dispute affecting the Services, war, hostilities (whether war is declared or not), invasion, armed conflict or act of a foreign enemy, terrorism, rebellion, revolution, riot or insurrection, nuclear explosion, radioactive or chemical contamination or ionising radiation unless the source or cause of contamination or radiation is brought to or near the Site by or on behalf of the Contractor or the Sub-Contractors.

1.1.12 "insured Perils" means fire, lightning, explosion, storm, tempest, flood, escape of water from any water tank, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion (excluding any loss or damage caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds).

1.1.13 "the Material" means all drawings, specifications, technical information, details, schedules or other documents or recorded information whatsoever, whether stored electronically or otherwise, prepared or produced by the Contractor or the Sub-Contractors in relation to the Services,

1.1.14 "the Plant" means any of ESFA's plant or equipment referred to in the Terms of Reference to be the subject of any of the Services.

1.1.15 "the Premises” means the premises described under Appendix B Site Plan.

1.1.16 “Reimbursable Expenses” if applicable, will be set out at Section 3 –Terms of Reference.

1.1.17 "the Contractor" means the second party to this Agreement.

1.1.18 "the Contractor's Equipment" means such tools, machinery plant, apparatus, materials, consumables, tackle, computer equipment and software access equipment and stores brought to the Premises by the Contractor or the Sub-Contractors for the performance of the Services.

1.1.19 "the Services" means the services to be performed at the Premises.

1.1.20 "the Terms of Reference” means the standards, operational tasks and attendance requirements set out in Section 3 – Terms of Reference.

1.1.21 "TUPE Regulations” means Transfer of Undertakings (Protection of Employment) Regulations 2006 (including as appropriate the Transfer of Employment (Pension Protection) Regulations 2005).

1.1.22 "the Sub-Contractors” means any person (other than the Contractor or his direct employees) to whom any part of the Services has been sub-let by the Contractor.

1.1.23 "Working Day" means Monday to Friday inclusive but "working days" and "days" shall exclude Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England and Wales.

1.1.24 "Working Hours" means the between the hours of 8.30 a.m. and 5.00 p.m. (4.30 p.m. on Friday) during which the Services are to be performed at the Premises.

1.2 **lnterpretation**

In this Agreement references to any statute, statutory provision, directive of the Council of the European Union (whether issued jointly with any other person or under any other name) or other legislation include a reference to that statute, statutory provision, directive or legislation as amended, extended, re-enacted, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision, directive or legislation.

1.3 **Teamworking**

Without prejudice to their rights under this Agreement or otherwise, ESFA and the Contractor agree to:-

1.3.1 act fairly towards each other, in a spirit of trust and mutual co-operation in their performance of their obligations under this Agreement; and

1.3.2 help each other to resolve problems which may otherwise prejudice the performance of the Services in accordance with the Terms of Reference and this Agreement.

**2. COMMENCEMENT AND CONTRACT PERIOD**

2.1 The Contractor shall commence the Services on the date set out in the Contract Award letter and shall continue to provide the Services for the Contract Period subject to provisions of Clauses 1.1.6 and 17.

2.2 Unless the Contract Period is extended in accordance with Clause 1.1.6, the Contractor's employment shall automatically terminate at the end of the Contract Period.

**3. THE CONTRACTOR’S OBLIGATIONS**

3.1 The Contractor shall provide the Services during the Working Hours for the Contract Period:-

3.1.1 with reasonable skill care and diligence;

3.1.2 in accordance with the Terms of Reference (TOR) and this Agreement; and

3.1.3 in accordance with all instructions issued to them by ESFA.

3.2 Contractor shall use reasonable skill, care and diligence to see that he and the Sub-Contractors comply with:-

3.2.1 all their respective duties and obligations under and pursuant to any directly applicable provision of the EU Treaty or of any EU regulation, any Act of Parliament or any regulation, rule or order made pursuant hereto or any regulation or byelaw of any local authority or under and pursuant to any notices served under any such enactment, rule, order, regulation or bye-law;

3.2.2 any codes of practice, guidance notes and recommendations for the time being in force and approved by the Health and Safety Commission or published by the Health and Safety Executive;

3.3 The Contractor shall perform all the functions under the control of the key resource, the Project Manager Support Officer (PMSO) as designated in Section 3.

3.4 Subject to Clause 3.5, the liability of the Contractor under or in connection with this Agreement, whether in contract or tort, for breach of statutory duty or otherwise, for any one occurrence or series of occurrences arising out of any one event shall be unlimited.

3.5 The liability of the Contractor under or in connection with this Agreement, whether in contract or tort, for breach of statutory duty or otherwise, for any claim (except any claim relating to death or bodily injury) which may arise out of or in connection with pollution or contamination (including, for the avoidance of doubt, any claim arising in respect of Legionella) is excluded.

3.5.1 The Service Provider shall service the Plant and maintain it in good working order and in accordance with the provisions of any manufacturer's guarantees or recommendations. The Service Provider shall be liable for any damage to the Plant unless such damage was caused by any negligent act or omission of ESFA

3.5.2 The Service Provider shall be responsible for the repair, renewal and replacement of the Plant unless such repair, renewal, or replacement was necessitated by any negligent act or omission of ESFA after the Commencement Date.

**4. NON-PERFORMANCE OF THE SERVICES**

ESFA shall monitor the performance of the Services. If the Contractor fails to provide the services in accordance with this Agreement and/or the TOR and/or fails to achieve the performance standards described in the TOR, then, without prejudice to its other rights and remedies, ESFA shall be entitled to make such abatement from any sums due to the Contractor under this Agreement as may be stipulated in accordance with the performance points system (if any) which is set out in the TOR or, if no performance points system is set out, as may reflect the reduced value of the Services provided by the Contractor.

**5. MANAGEMENT REPORTING AND AUTHORISATION**

5.1 ESFA Representative shall be the main point of contact for the Contractor in relation to Services.

5.2 Only formal written instructions from ESFA's Representative can commit ESFA to any additional payment under this Agreement or to any action which is likely to give rise to such an addition.

5.3 The Contractor shall comply with any management and reporting systems that may be agreed by the Contractor with ESFA's Representative.

5.4 ESFA shall supply the Contractor, in such reasonable time so as not to disrupt the performance of the Services, all necessary instructions and information required by the Contractor for the Performance of the Services.

**6. CONTRACTOR’S PERSONNEL**

6.1 The Contractor shall appoint the person nominated as their Representative and named in their Tender to direct and control the overall performance by the Contractor of the Services and such person or any replacement of him/her made in accordance with Clause 6.3 shall have full authority to act on behalf of the Contractor for all purposes in connection with this Agreement.

6.2 The Contractor shall not remove the person named in their Tender or any replacement of him/her without the prior written consent of ESFA which consent shall not be required in the case of permanent incapacity, death, sickness or where such person leaves the employment of the Contractor. ESFA may instruct the replacement of the person overseeing the contract with another and such instruction shall be treated as a Change Request under Clause 8.

6.3 If the person referred to in Clause 6.1 or any replacement of him/her appointed in accordance with this Clause 6.3 is replaced in accordance with Clause 6.2, the Contractor shall replace such person with a person of at least the same experience and expertise and at the same or reduced cost to ESFA, whose identity shall be subject to the prior written approval of ESFA, which approval shall not be unreasonably withheld or delayed.

6.4 ESFA shall have the right to instruct the Contractor to appoint additional persons to perform the Services if this is, in ESFA's reasonable opinion, necessary for the proper performance of the Services, and such instruction shall be treated as a Change Request under Clause 8.

**7. GOODS AND MATERIALS**

7.1 All materials and/or goods supplied as part of the Services shall be as specified in the TOR. Where such quality and standards are not specified in the TOR, such materials and/or goods shall be of the best available quality suitable for the purposes for which they are intended and shall comply with the latest applicable British Standard where appropriate.

7.2 The Contractor shall see that the benefit of any warranty or guarantee in respect of materials and/or goods supplied by him/her pursuant to this Agreement shall extend to ESFA.

7.3 The Contractor shall at all times keep the Site free from all surplus materials, rubbish and debris arising from the execution of the works

**8. CHANGES TO THE SERVICES**

8.1 Either party may without invalidating this Agreement request an addition to or omission from or other change in the Services or the order or period or the Working Hours in which the Services are to be provided by issuing to the other party a Change Request.

8.2 On receipt by the Contractor of a Change Request issued by ESFA the Contractor shall provide ESFA within five Working Days of the date of the Change Request (or such other period as may be agreed):-

8.2.1 a reasonable estimate of the increase or reduction in the Contract Price (if any) which it believes would occur as a result of the change set out in the Change Request together with a reasonably detailed breakdown of the manner in which such estimate was calculated; and

8.2.2 if such change cannot reasonably be implemented immediately, the time which it reasonably requires to implement such change; and

8.2.3 analysis of the likely impact such change shall have on the performance of the other Services.

8.3 The Contractor shall provide to ESFA estimates in respect of the matters set out in Clause 8.2.1 and 8.2.2 at the same time as the Contractor issues to ESFA any change Request.

8.4 The Contractor shall promptly provide to ESFA all additional information which ESFA may request, including further estimates in respect of the matters set out in Clauses 8.2.1 and 8.2.2 to assist ESFA in evaluating the benefit of any proposed change.

8.5 If ESFA wishes to proceed with a proposed change he shall arrange for the Change Request to be signed by ESFA's Representative, and an authorised representative of the Contractor and a copy will be passed to the Contractor. The Contractor shall then implement the proposed change in accordance with the Change Request and the Contract Price and the price schedule shall be adjusted in accordance with Clause 9.

8.6 ESFRS shall be responsible for any change in the Services necessitated by any change in the requirements set out in Clause 3.2 and such change shall be treated as if it arose from a Change Request authorised under Clause 8.5.

**9. CONTRACT PRICE, FEES AND CHARGES AND ADJUSTMENTS THERETO**

9.1 For the performance of the Services ESFRS shall pay the Contractor the Contract Price.;

9.2 The Contract Price shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the provisions of this Agreement. The Contract Price shall be deemed to include all costs and expenses incurred and risks assumed by the Contractor in performing his obligations under this Agreement.

9.3 In the event that:-

9.3.1 the Services are varied in accordance with Clause 8:

9.3.2 ESFA issues an instruction to the Contractor under Clause 16.3 or 19.2; the Contractor and ESFA shall use all reasonable endeavours to agree an appropriate adjustment to the Contract Price. If the Contractor and ESFA are unable to agree an adjustment to the Contract Price within 10 Working Days of the date of the Change Request being signed by both parties pursuant to Clause 8.5, or the date of any instruction issued under Clause 16.3 or 19.2 then the Contract Price shall be increased or reduced (as the case may be) by such amount as ESFA may reasonably determine.

9.4 The prices in Section 3 Terms of Reference shall remain fixed for the duration of the contract.

9.5 Deductions may be made from the Contract Price (and the Reimbursable Expenses if applicable) in respect of inadequate, part or non-performance of the Services in accordance with Clause 4.

9.6 The Reimbursable Expenses, if applicable, shall be payable following the performance of the Services to which they relate.

**10. PAYMENT**

10.1 At the end of each month (or other agreed interval) of the Contract Period the Contractor will send to ESFA a tax invoice in accordance with the Value Added Tax Act 1994 in respect of sums due to the Contractor as follows:-

10.1.1 that value of the Contract Price carried out in the preceding month (or other agreed period) as calculated by reference to the price schedule and the agreed programme of work;

10.1.2 any sum agreed or determined in accordance with Clause 9.3;

10.2 If ESFA notifies the Contractor in writing that they disagree with the invoice, the parties shall co-operate in good faith to resolve the disagreement as amicably and promptly as possible.

10.3 ESFA shall pay invoices correctly submitted in accordance with Clause 10.1 on or before the final date for payment which shall be 30 Working Days after the date on which such invoice was submitted.

10.4 The Contract Price together with any other payments due from ESFA to the Contractor hereunder shall be exclusive of Value Added Tax and all references to fees and prices in this Agreement shall be regarded as exclusive of Value Added Tax. ESFA shall pay to the Contractor a sum equal to the Value Added Tax properly chargeable on the value of the provision of any goods or services under this Agreement.

10.5 if ESFA wishes to make any deduction or set-off from any amounts due to the Contractor under this Agreement he shall give to the Contractor notice of the same which notice shall specify:-

10.5.1 the amount proposed to be withheld and the ground for withholding payment; or

10.5.2 if there is more than one ground, each ground and the amount attributable to it.

Such notice shall be given not later than 5 Working Days before the final date for payment of each invoice under Clause 10.3.

10.6 Where any sum due under this Agreement is not paid in full by the final date for payment under Clause 10.3 and no effective notice is given under Clause 10.5, the Contractors shall be entitled (without prejudice to any other right or remedy) to suspend performance of his obligations under this Agreement by giving not less than 7 days' notice to ESFA stating the ground or grounds on which it is intended to suspend performance. The right to suspend performance shall cease when ESFA makes payment in full of the amount due. Any period during which performance is suspended shall be disregarded in computing for the purposes of any contractual time limit the time taken by the Contractor to complete any of the Services.

10.7 Except in respect of Value Added Tax, any other duties, taxes or charges (whether direct or indirect in nature) which may be imposed on ESFA or the Contractor as a result of legislative or other changes in taxation shall be borne by ESFA.

10.8 The Contractor shall be entitled to charge interest at the rate of 2 per cent above the base rate set from time to time by the Bank of England's Monetary Policy Committee (or any successor to it) for any overdue payment calculated on a daily basis compounded from the final date for payment until the actual date of payment.

**11. ASSIGNMENT AND SUB-CONTRACTORS**

11.1 Neither party shall be entitled to assign, novate, or otherwise dispose of its rights and obligations under this Agreement whether in whole or in part without the prior written consent of the other.

11.2 Subject to Clause 11.3 the Contractor shall not at any time permit any of its obligations under this Agreement to be performed or undertaken by any Sub-Contractor without the prior written consent of ESFA. Any request for consent pursuant to this Clause 11.2 shall be submitted to ESFA by the Contractor together with the particulars of the proposed Sub-Contractor.

11.3 Where the TOR provides that certain work or certain goods and/or materials shall be carried out by or obtained from a named Sub-Contractor or one of a list of Sub-Contractors, then the Contractor shall sublet such work to and shall obtain such materials and/or goods from such Sub-Contractor or one of the Sub-Contractors so named.

11.4 If for any reason beyond the control of the Contractor, the Contractor is unable to enter into a sub contract with any of the Sub-Contractors referred to in Clause 11.3, the Contractor shall select another Sub-Contractor to carry out the work or supply the goods and/or materials to a standard and quality required by this Agreement for the consent of ESFA, such consent not to be unreasonably withheld or delayed.

11.5 If any sub contract between the Contractor and any Sub-Contractor referred to in Clause 11.4 is determined or discharged, the Contractor shall select another Sub-Contractor to undertake or complete the execution of the work or the supply of the goods and/or materials to a standard and quality required by this Agreement for the consent of ESFA, such consent not to be unreasonably withheld or delayed.

11.6 No subletting by the Contractor and no consent by ESFA and no naming of a Sub-Contractor in the TOR shall in any way relieve the Contractor from his responsibility or the performance of the Services in accordance with this Agreement. The Contractor shall not be entitled to any adjustment to the Contract Price in respect of the matters referred to in Clauses 11.4 and 11.5.

11.7 Notwithstanding Clause 11.1 in the event that ESFA begins a process as described in (a) or (b) below during the Contract Period:

1. Significant reorganisation of ESFA (including but not limited to its incorporation into a larger authority, its division into smaller authorities or its division among other authorities).
2. Reorganisation of ESFA which would require it to relinquish control of the Contract either wholly or to an extent that ESFA judged the remainder to render the Contract to be no longer viable.

ESFA shall have power to determine this Contract and any orders/ commitments hereunder by giving the Contractor not less than six [6] months written notice and upon expiration of the notice the Contract shall be determined without prejudice to the rights of the parties accrued to the date of determination. ESFA shall not be disadvantaged either financially or in the level of service provided by the Contractor during the period of notice.

Should ESFA learn of proposals which may require it to invoke this clause it shall advise the Contractor at the earliest opportunity in order that he may be aware of the possibility.

If any authority which takes over ESFA’s role in full or in part agrees to take over the Contract in full or in part, the Contractor shall work with the new authority / authorities in order to ensure an efficient assignment of the Contract and of the delivery of the Services

**12. OTHER WORKS AND FACILITIES PROVIDED**

12.1 The Contractor shall permit the execution of work not forming part of the Services by any person authorised or licensed by ESFA to carry out work at the Premises. The Contractor shall provide reasonable facilities for such persons to execute their work.

12.2 ESFA shall provide the Contractor free of charge with such serviced office accommodation (including furniture, computers and photocopying services) as may reasonably be required by the Contractor to perform the Services together with the free use of such supplies of electricity, gas and water that there may be at the Premises and the free use of any telephone or facsimile services at the Premises. The Contractor shall have due regard to the economic use of such services provided by ESFA.

**13. CONTRACTOR’S EQUIPMENT**

13.1 The Contractor shall, at his own expense, provide all the Contractor's Equipment necessary for the proper execution of the Services, including any personal protective equipment required for full compliance with the Health and Safety at Work Act 1974 and shall keep the Contractor's Equipment in good repair and safe condition,

13.2 The Contractor shall provide all haulage and fuel required for the operation of the Contractor's Equipment but shall be allowed free use of power and water for the operation of any hand tools and similar equipment forming part of the Contractor's Equipment used at the Premises.

13.3 The Contractor shall be responsible for insuring the Contractor's Equipment.

**14. COPYRIGHT**

14.1 Copyright in the Material shall remain vested in the Contractor or the Sub-Contractors as the case may be. Subject to ESFA having paid all sums due to the Contractor under this Agreement, the Contractor hereby grants to ESFA, an irrevocable royalty-free, non-exclusive licence to copy and use the Material and to reproduce any designs contained in it for any purpose whatsoever relating to the Services. The Contractor hereby undertakes to procure from Sub-Contractors, the grant of the necessary licences in favour of ESFA to give effect to this Clause 14. Such licences shall be capable of sub-licence and transfer by ESFA. The Contractor shall not be liable for any use of the Material for purposes other than those for which the Material was prepared and/or provided for by or on behalf of the Contractor provided that the Contractor has not consented to such other usage.

14.2 The Contractor hereby waives and undertakes to procure the waiver by the Sub-Contractors and suppliers of any rights they may have under or pursuant to Section 77 or 80 of the Copyright Designs and Patents Act 1988.

**15. CONTRACTOR’S INSURANCE**

15.1 The Contractor shall maintain and shall cause the Sub-Contractors to maintain insurance in respect of claims for personal injury to or the death of any person under a contract of service or apprenticeship with the Contractor, or such Sub-Contractors as the case may be, arising out of or in the course of such person's employment. Such insurance shall comply with the Employer's Liability (Compulsory lnsurance) Act 1969 and any statutory orders made thereunder (including, for the avoidance of doubt, the applicable regulations thereunder, currently the Employer's Liability (Compulsory Insurance) Regulations 1998) or any amendment or re-enactment thereof. The insurance to be maintained in accordance with this clause shall have a limit of indemnity of not less than **£10,000,000.00** (ten million pounds sterling).

15.2 The Contractor shall maintain and shall cause the Sub-Contractors to maintain such insurances as are necessary to cover their respective liabilities in respect of **personal injury** or death arising out of or in the course of or caused by the carrying out of the Services (other than injury or death to persons referred to in Clause 15.1) and in respect of injury or damage to property, real or personal (except for loss or damage to the Premises), arising out of or in the course of or by reason of the carrying out of the Services. The insurance to be maintained in accordance with this clause shall have a limit of indemnity of not less than **£7,000,000.00** (seven million pounds sterling).

15.3 The Contractor shall maintain **product liability insurance** to cover any damages caused by it, in the performance of its Supplies with a limit of indemnity of not less than **£1,000,000.00** (one million pounds sterling).

15.4 The Service Provider shall maintain **professional indemnity insurance** to cover any negligence by them in the performance of the Services with a limit of indemnity of not less than **£1,000,000.00** (one million pounds sterling).

15.5 The insurances referred to in Clauses 15.1 to 15.3 shall be with a well-established insurance office or underwriter of repute.

15.6 As and when he is reasonably required to do so by ESFA, the Contractor shall produce and shall cause any Sub-Contractor to produce for inspection by ESFA documentary evidence, in the form of an insurance broker's verification letter, that the insurances required by Clauses 15.1, 15.2 and 15.3 are being properly maintained.

15.7 The Contractor shall immediately inform ESFA if it believes that it will be unable to maintain the insurances referred to in clauses 15.1 to 15.4 for any reason.

**16. CLIENT’S INSURANCES**

16.1 ESFA shall maintain insurance of the Premises against the Insured Perils. The Contractor shall give prompt notification to ESFA of any instance likely to give rise to a claim under ESFA's insurances and shall submit claim forms where necessary to ESFA.

16.2 The Contractor shall observe and comply with the conditions contained in any policy of insurance of ESFA against loss or damage by the Insured Perils. Copies of ESFA's insurance policies can be provided to the Contractor on request.

16.3 Upon the occurrence of any of the Insured Perils, the Contractor shall, when instructed so to do by ESFA continue with the performance of the Services and shall undertake such other services as may reasonably be requested by ESFA in connection with the restoration and repair or the replacement of any parts, components or materials which have been destroyed or damaged, and the removal of any debris relating to them from the Premises. The provisions of Clauses 9 and 10 shall apply in respect of compliance by the Contractor with such instructions issued by ESFA.

**17. TERMINATION**

17.1 The Contractor's employment under this Agreement may be terminated in the following circumstances: -

17.1.1 by either party giving the other 3 month's prior notice at any time;

17.1.2 by either party with immediate effect if the other is in breach of any of its obligations under this Agreement and, if the breach is capable of remedy, the other party has failed to remedy such breach within 15 Working Days of receipt of notice to do so;

17.1.3 by either party with immediate effect, if the other makes any composition or arrangement with its creditors, or has a proposal for a voluntary arrangement or a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986, or has an application made under the Insolvency Act 1986 for the appointment of an administrator or has a winding up order made, or (except for the purposes of amalgamation or reconstruction), a resolution for voluntary winding-up passed, where a receiver or manager of its business or undertaking is duly appointed or has an administrative receiver, as defined in the Insolvency Act 1986 appointed, or possession taken by or on behalf of any creditor of any property that is the subject of a charge;

17.1.4 by either party giving the other 15 Working Days' written notice if prevented from performing its obligations under this Agreement due to Force Majeure in accordance with Clause 19.3;

17.1.5 by ESFA with immediate effect pursuant to Clause 21.2.

**18. CONSEQUENCES OF TERMINATION**

18.1 On termination of the employment of the Contractor under Clause 17, the Contractor shall take immediate steps to bring to an end their performance of the Services in an orderly manner but with all reasonable speed and economy and shall forthwith vacate the Premises. In addition, the Contractor shall, subject to ESFA having paid all sums due to the Contractor under this Agreement, cause to be delivered to ESFA all details, plans, TORs, technical data, schedules, programmes, budgets, reports, calculations and other work (whether in the course of preparation or completed) together with all correspondence and documentation in the possession or under the control of the Contractor relating to the Services and/or the Premises. In addition, the Contractor shall, if so required by ESFA, forthwith assign to ESFA the Contractor's entire benefit and interest in any contracts made by him/her with any Sub-Contractor for the provision of any operatives, plant, equipment or services.

18.2 Without prejudice to ESFA's rights in respect of any breach by the Contractor of its obligations under this Agreement, on termination of the Contractor's employment pursuant to this Agreement ESFA shall pay to the Contractor all amounts due to the Contractor at the date of termination.

18.3 On termination, however caused, ESFA may require the Contractor to terminate immediately (or within such period as ESFA may specify) any or all of the contracts it may have with any Sub-Contractors for the provision of the Services and remove from the Premises all materials not belonging to ESFA.

18.4 ESFA shall indemnify the Contractor on demand and hold it harmless in relation to all losses, actions, claims, demands, costs, charges and expenses arising out of any action or claim by any person whose contract with the Contractor or a Sub-Contractor is terminated as a result of a termination of the Contractor's employment by ESFA pursuant to Clause 17.1.1 or by the Contractor pursuant to Clause 17.1.2, 17.1.3 and 17.1.4.

18.5 Termination of the Contractor's employment howsoever arising shall be without prejudice to the rights and remedies of either party in respect of any negligence, omission or default of the other prior to such termination.

18.6 The provisions of this Agreement shall continue to bind each party insofar as and for so long as may be necessary to give effect to their respective rights and obligations hereunder.

**19. FORCE MAJEURE**

19.1 Neither party shall be in breach of any obligation under this Agreement if it is unable to perform that obligation in whole or in part by reason of Force Majeure.

19.2 If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the act or matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of the Force Majeure. ESFA may issue instructions to the Contractor in respect of such Force Majeure.

19.3 If an event of Force Majeure lasts for more than 3 months, either party may, following consultation with the other, give a notice of termination in accordance with Clause 17.1.4.

**20. TRANSFER OF UNDERTAKINGS**

20.1 The parties acknowledge that there may be a "relevant transfer" of an undertaking or part of one as defined in TUPE Regulations ("Relevant Transfer") on commencement, variation and/or termination of this Agreement, and agree to deal with the risks and/or consequences thereof as follows.

20.2 If there is a Relevant Transfer on the commencement of this Agreement, the parties agree, as between themselves, that the Contractor shall be wholly responsible for and liable accordingly for continuing any contracts of employment, collective agreements and/or trade union recognition agreements which transfer under the TUPE Regulations and discharging all the obligations of a transferee under the TUPE Regulations. Accordingly, the Contractor agrees with ESFA that it shall fully and properly discharge the obligations of transferee under the TUPE Regulations on the commencement of this Agreement and thereafter as appropriate.

20.3 If there is or may (in the reasonable opinion of ESFA) be a Relevant Transfer as a result of any variation or the termination of this Agreement, the parties agree as between themselves that the Contractor will be wholly responsible for and liable accordingly for discharging all the obligations of a transferor under the TUPE Regulations. Accordingly, the Contractor agrees with ESFA that it shall fully and properly discharge the obligations of transferor under the TUPE Regulations on the variation or termination of this Agreement.

20.4 The Contractor agrees that within 14 days of a written request from ESFA (such request not to be made earlier than 6 months before the termination of this Agreement whether by effluxion of time or otherwise) it shall provide to ESFA in writing the following information:-

20.4.1 the number and description of the employees engaged in the performance of this Agreement;

20.4.2 for each employee (or where they are employed on common terms and conditions of employment each such group of employees) the particulars, as at a specified date not more than 7 days before the information is given, of the matters specified in Section 1(4) of the Employment Rights Act 1996.

ESFA shall be entitled to use and/or disclose the said information in confidence in connection with any tendering for any replacement Contractor or facilities management contract.

20.5 The Contractor shall not agree with or otherwise promise any employees or trade union any terms or conditions of employment which are outside the ordinary and normal custom and practice for the industry or relevant trade or which are conditional upon or triggered by a Relevant Transfer or are intended to frustrate a re-tendering exercise or deter potential tenderers from tendering.

**21. PUBLIC SECTOR REQUIREMENTS**

21.1 **Data Protection Act**

Each party warrants to the other that it has complied, and will continue to comply with, all the requirements of the Data Protection Act 2018 (including all regulations or orders issued pursuant thereto). Each party shall indemnify the other against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which the other party may incur arising out of any breach by the first of this Clause 21.1.

21.2 **Corrupt gifts and payments of commission**

The Contractor shall not offer, or give, or agree to give, any person employed by ESFA any gift or consideration of any kind as an inducement or reward for doing, or for bearing to do, or having done, or forbore to do, any act in relation to the obtaining or performance of this Agreement or for showing, or forbearing to show, favour or disfavour to any person in relation to this Agreement. In the event of any breach of this Clause 21.2 or the commission of any offence by the Contractor under the Prevention of Corruption Act 1889 to 1916 in relation to this Agreement, ESFA may terminate the Contractor's employment under this Agreement immediately by notice in writing to the Contractor. The decision of ESFA shall be final and conclusive in any dispute, difference or question arising in respect of the interpretation of this clause or the right of ESFA under this clause to terminate the Contractor's employment.

21.3 **Official Secrets Act**

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or other appropriate means so that all persons engaged on any work in connection with the Services will have notice that the statutory provisions apply to them and will continue to apply to them after the termination of the Contractor's employment under this Agreement.

21.4 **National Audit Office Access**

For the purpose of the examination and certification of ESFA's accounts, or any examination pursuant to Section 6 (1) of the National Audit Act 1983 or any re-enactment of that Act, or of the economy, efficiency and effectiveness with which ESFA has used its resources, the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Contractor and may require the Contractor to produce such oral or written explanations as he considers necessary.

21.5 **Equality**

21.5.1 The Equality Act 2010 includes a new public sector Equality Duty which states that public bodies must have due regard to the need to:

* Eliminate unlawful discrimination, harassment and victimisation
* Advance equality of opportunity
* Foster good relations between different groups

Under the Act people are not allowed to discriminate, harass or victimise another person because they have any of the protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation.

21.5.2 The Contractor shall comply with all aspects of the Equality Act 2010 and any subsequent revisions/ amendments to the Act in relation to its Employees and the provision of works, services or supplies.

21.5.3 In the event of any finding of such unlawful discrimination being made against the Contractor in the last three years by any Court or Employment Tribunal, or of an adverse finding in any formal investigation by any relevant statutory body over the same period, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination.

21.5.4 The Contractor shall, on request, provide details of any steps taken under this clause.

21.5.5 The Contractor shall set out its Policy on matters referred to above:

* In instructions to those concerned with recruitment, training, promotion and everyday dealings;
* In documents available to employees, recognised trade unions or other representative groups of employees;
* In recruitment advertisements or other literature;
* In the provision of works, services and supplies

21.5.6 The Contractor shall, on request, provide examples of the instructions and other documents, recruitment advertisements or other literature.

21.5.7 The Contractor shall provide information reasonably requested for the purpose of assessing their compliance with this clause so far as relevant.

21.5.8 Further to the legislation, attention of the Contractor is also drawn to East Sussex Fire Authority’s own commitment to equal opportunities for all.

21.6 **Freedom of lnformation Act**

21.6.1 The Contractor acknowledges that ESFA is a public authority, subject to the requirements of FOIA and EIR and that ESFA is under an obligation to make all information held by it available to the general public on request, unless an exemption under FOIA or EIR applies.

21.6.2 The Contractor shall:

(a) provide ESFA with a copy of all Information in the Contractor's possession or power in the form that ESFA requires within 5 Working Days of ESFA requesting such Information; and

(b) provide such assistance as ESFA may reasonably require to enable it to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR (as the case may be).

21.6.3 The Contractor acknowledges that:-

(a) ESFA may, acting in accordance with the relevant Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA, be obliged under FOIA or EIR to disclose information either without consulting the Contractor or following consultation with the Contractor and having taken its views into account; and

(b) ESFA shall determine, at its sole discretion, whether any Information is to be disclosed in response to a Request for Information.

21.6.4 In the event that the Contractor receives any Request for Information, it shall immediately provide a copy of it to ESFA. In no event shall the Contractor respond directly to any Request for lnformation unless expressly authorised to do so by ESFA.

21.6.5 Without limiting any other obligation under this Agreement, the Contractor shall ensure that all information produced in the course of the performance of the Services under this Agreement or relating to this Agreement is retained for disclosure and shall permit ESFA to inspect such Information as requested from time to time.

21.6.6 In this Clause 21.6 "Request for Information” (which shall include any apparent requests for information under FOIA or EIR) and "lnformation” have the meanings given to them in FOIA.

21.7 **Publicity**

The Authority does not participate in any publicity relating to any of its contracts or purchases unless pre- approved by the Authority. Suppliers may not advertise or publicly announce that they are undertaking work for the Authority without that prior approval. If the Authority is made aware of unapproved advertising on websites or company literature the supplier will be contacted and requested to remove such references.

**22. CONFIDENTIALITY**

22.1 Subject to the remainder of this Clause 22, the parties shall treat information obtained in connection with this Agreement as confidential.

22.1.1 Other than for the purpose of providing the Services, the Contractor shall not disclose any information or documents concerning this Agreement to any other persons.

22.1.2 The Contractor shall not without ESFA's prior written consent disclose any information obtained by the Contractor of or concerning ESFA or any subsidiary or associated company of ESFA to any other person.

22.1.3 The Contractor shall not, without ESFA's prior written consent, take any photographs or make any other graphical or other reproduction at or of any premises, property or equipment owned, leased or in the possession of ESFA or of any property or equipment at or on the premises of ESFA or any subsidiary or associated company of ESFA.

**23. NOTICES**

Any notice required to be given by a party shall be in writing and service shall be effected either personally when service shall be deemed effective on delivery or by first class recorded delivery post when service shall be deemed effective on the day after posting. Notices shall at all times be addressed to the nominated Representatives of each party.

**24. THIRD PARTIES**

ESFA and the Contractor hereby confirm that, notwithstanding any other provision of this Agreement, this Agreement shall not and shall not purport to confer on any third party any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

**25. GOVERNING LAW AND DISPUTE RESOLUTION**

25.1 This Agreement shall subject to Clauses 25.2 – 25.7 be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

25.2 Any dispute or difference arising under or in connection with this Agreement may be referred to the Centre for Effective Dispute Resolution (CEDR).

25.3 The Adjudicator shall be a person to be agreed between the parties or on the application of either party, a person nominated in accordance with the provisions of the Scheme.

25.4 The Adjudicator's decision is binding until the dispute or difference is finally determined by an arbitrator as provided in Clause 25.7. If either party does not comply with the Adjudicator's decision the other party shall be entitled to seek to enforce the Adjudicator's decision in the English courts pending any final determination of the referred dispute or difference pursuant to Clause 25.7.

25.5 The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith, and any employee or agent of the adjudicator is similarly protected.

25.6 If the matter has not been resolved by a CEDR procedure within 30 days of the initiation of that procedure, or if either party will not participate in an ADR procedure, the dispute shall be decided by the High Court of England and Wales and the parties submit to its exclusive jurisdiction for that purpose.

25.7 Subject to Clause 25.2 above, any dispute or difference arising under or in connection with this Agreement, except in connection with the enforcement of any decision of any Adjudicator, shall be referred to the arbitration of a single arbitrator to be agreed between the parties or on the application of either party, a person nominated in accordance with the provisions of the CEDR Model Mediation Procedure. The Arbitration shall be conducted in accordance with the CEDR Rules.

**Appendix 1 – Anonymised TUPE Employee Liability Information**

| **Description** | | Response |
| --- | --- | --- |
| **Employee Number** | | Employee 1 |
| **Employment Status** | | Employed |
| **Year of birth** | | 1999 |
| **Original Start date** | | 12/02/2024 |
| **Continuous service date (dd/mm/yyyy)** | | 12/02/2024 |
| **Job title** | | Electrician |
| **Copy of up to date job description attached** | | Provided at transfer |
| **Length of time in current job role** | | 10 months |
| **Work location** | | South Coast and East Sussex |
| **Mobility or Flexibility Clause in contract** | *Employee will be required to work at various sites in the Southeast and Greater London areas. His role will be site-based, and the Employee will be required to travel to site each day from his home address. It is a requirement and condition of this Agreement that the Employee’s home address is no more than 50 miles from Camden. The Employee agrees to notify the Company immediately of any change in address. The Company reserves the right to change the Employee's place of work to another location within reasonable commuting distance of Hertfordshire. The Employee may also be required to travel throughout the UK as part of their duties. For journeys exceeding two hours in duration, the Employee may be required to stay overnight near the work location. In such cases, and subject to compliance with the Company’s expenses policy, the Employee will receive an allowance for accommodation and evening meals.* | |
| **Type of connection with work i.e. temporary or permanent** | | Permanent |
| **Type of contract i.e. Permanent/ Fixed Term/ Temporary** | | Permanent |
| **Expiry Date on Fixed term contract as applicable** | | N/A |
| **Days worked per week** | | 5 |
| **Contractual Weekly hours** | | 40 |
| **Shift pattern** | | N/A |
| **Regular overtime hours per week** | | No |
| **% of time dedicated to service provision under the contract** | | 100% |
| **% of cost of employee allocated to the service** | | 100% |
| **Salary/ Hourly Rate** | | £35,000 |
| **Overtime Rates of Pay – Time and a Half** | | Monday to Friday: 6.00am to 8.00am and 5.30 pm to Midnight. Saturdays |
| **Overtime Rates of Pay – Double Time** | | Monday to Friday: Midnight to 6.00am. Sundays and Bank Holidays |
| **Bonus Payments** | | None |
| **Pay review method** | | Company wide |
| **Date of last Wage Review** | | N/A |
| **Agreed Pay increases** | | None |
| **Frequency of pay reviews** | | annually in April |
| **Method of Payment** | | BACS |
| **Frequency of Payment** | | Monthly |
| **Entitlement in the year** | | N/A |
| **Sick Leave taken in last 2 years (Days)** | | 5 |
| **Employee currently sick? Yes/ No** | | Yes |
| **Company Sick Pay Year** | | Statutory |
| **Entitlement per full year** | | 23 |
| **Holiday Year** | | Jan- Dec |
| **Notice Period by Employer** | | 1 month |
| **Notice Period by Employee** | | 1 month |
| **Pension Scheme Member yes/no** | | Yes |
| **Type of pension scheme i.e. Occupational / personal** | | Occupational |
| **Name of Pension Scheme** | | Aviva |
| **Date Employee Joined Scheme** | | 3 months after start date |
| **Employee Contribution** | | Statutory |
| **Employer Contribution** | | Statutory |
| **Redundancy Pay Scheme Details\*** | | Statutory |
| **Existing or future training commitment with time off or finance implication** | | No |
| **Annuity/ Life assurance / Death in service benefits\*** | | N/A |
| **Maternity /Paternity Terms** | | Statutory |
| **On or due on Maternity / Paternity Leave** | | No |
| **Private healthcare cover & level of benefit** | | N/A |
| **Long Service Recognition Details\*** | | £1000 after 10 years service, extra day annual leave after 10 years service, extra 1 day after 15 years service |
| **Details of any long-term disability plan\*** | | None |
| **Name & Address of Recognised Trade Union \*** | | None |
| **Live Disciplinary Action Details\*** | | None |
| **Outstanding Grievances\*** | | None |
| **Actual / Potential Court / Tribunal Cases\*** | | None |
| **Details of RIDDOR's within last 3 years\*** | | None |
| **Personal Insurance Claims.** | | None |
| **Car Allowance (£)** | | N/A |
| **Lease or Company Car details** | | Van |
| **Any other allowances paid** | | None |
| **Collectives agreements with copy attached** | | None |
| **Any other benefits** | | None |
| **Investigations by HMRC, EHRC or HSE** | | None |
| **Permissions to work in UK required** | | No |
| **Workforce agreements with copy attached** | | None |
| **Details of pay protection arrangements** | | None |
| **Any other special terms and conditions of employment\*** | | On Call - Standby fee: £175.00 per week (£25.00 per night) |