

**DATE**

16<sup>th</sup> December

**2025**

(1)

**THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**

- and -

(2)

**T BROWN GROUP LIMITED**

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**CONTRACT FOR THE PROVISION OF DOMESTIC GAS SERVICING,  
MAINTENANCE AND ASSOCIATED WORKS**

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THIS CONTRACT is made the 16<sup>th</sup> day of December 2025

**BETWEEN**

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

**AND**

(2) **T BROWN LIMITED** (company registration no. 01006630) whose registered office is at Ground Floor Bluebird House, Station Road, Leatherhead, Surrey, United Kingdom, KT22 7BA ("**the Contractor**")

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

**WHEREAS**

The Employer wishes certain works to be provided, namely undertaking domestic gas servicing, maintenance and associated works as highlighted in Appendix A, B & C ("the Works") and has accepted a tender from the Contractor dated 22 September 2025 for the provision of the Works

**IT IS HEREBY AGREED** as follows:

1. This Contract incorporates the following Contract Documents and constitutes the entire agreement between the Parties relating to the Works:
  - the Employer's Schedule of Amendments to the JCT Measured Term Contract 2016 Edition ("Schedule of Amendments"), which shall prevail over any of the other documents listed below in the event of conflict between those documents and the Employer's Schedule of Amendments;
  - JCT Measured Term Contract 2016;
  - Form of Tender and Contract Specification including:
    - Appendix A – Employer's requirements
    - Appendix B – Domestic Gas General Particulars

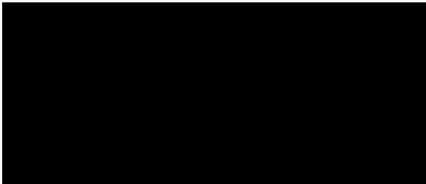
- Appendix C – Combined Technical Scope of Works
  - Appendix D – Job Allocations
  - Appendix E – Void Process
  - Appendix F – New works
  - Appendix F1 – Additional Works
  - Appendix G – Key Performance Indicators (KPIs)
  - Appendix I – Domestic property list & Asset list
  - The Contractor's Tender Document including:
    - Form of Tender dated 22 September 2025;
    - Method statements
    - Appendix H – Price Schedule
    - Forms of Declaration
  - any relevant specified correspondence between the Parties.
2. In consideration of the provision of the Works by the Contractor, the Employer agrees to pay the Contractor the Contract Sum at the times and in the manner set out in this Contract. The Maximum Contract Sum shall **not** exceed **£6,000,000**.
- 3 In consideration of the payments to be made by the Employer to the Contractor in accordance with Clause 2 of this Contract, the Contractor agrees to deliver the Works in compliance in all respects with the provisions of this Contract.
4. The Employer hereby appoints the Contractor as Principal Contractor for the Works for the purposes of regulation 14 of the Construction (Design and Management) Regulations 2015 ("CDM").
5. Without prejudice to the Contract Documents, the Contractor agrees indemnify and hold harmless the Employer against any liability which the Employer may incur to any person whatsoever and against any claims, demands, costs and/or expenses sustained, incurred or payable by the Employer to the extent that the

same arises by reason of any breach of this Contract or an instruction or any tortious or negligent act or omission on the Contractor's part (and/or any third party to whom the Contractor has subcontracted the performance of the Contractor's obligations or part thereof) in the performance of the Contractor's obligations under and in connection with this Contract.

6. Nothing in the Contracts (Rights of Third Parties) Act 1999 shall entitle a person who is not a party to this Contract to enforce any term of the Contract.
7. For the avoidance of doubt the provisions of this Contract shall be construed and interpreted according to the laws of England and for the purpose of any steps to be taken by the Employer to enforce the Contractor's obligations under this Contract or any of them the Contractor hereby submits to the jurisdiction of the Courts of Law of England.

**IN WITNESS** whereof the Parties have executed this Contract as a deed the day and year above written

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

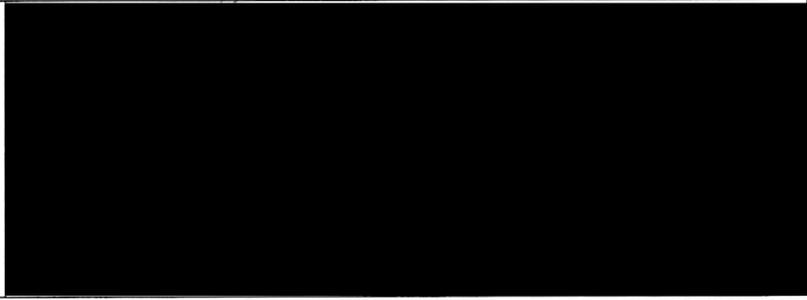


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**EXECUTED AS A DEED** by  
**T BROWN GROUP LIMITED** acting by:

Director	
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Director/  
Company  
Secretary



## CONDITIONS OF CONTRACT

The form of contract for undertaking domestic gas servicing maintenance and associated works shall be the **JCT Standard Form of Measured Term Contract 2016 Edition**

The Employer shall be:

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

The Contractor shall be:

**T BROWN GROUP LIMITED** (company registration no. 01006630 whose registered office is at Ground Floor Bluebird House, Station Road, Leatherhead, Surrey, United Kingdom, KT22 7BA

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

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

- 1<sup>st</sup> Recital: Properties owned and managed by the District Council of Folkestone and Hythe as listed in Appendix I - Property & Asset List (“the Contract Area”) in accordance with the details set out or referred to in the Contract Particulars
- Article 3: The Contract Administrator shall be appropriate F&HDC compliance officer of the District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue Folkestone, Kent CT20 2QY
- or, if he ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10 of the Conditions.
- Article 4: The Principal Designer for the purposes of this Contract shall be Folkestone & Hythe District Council or such other person as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders
- Article 5: The Principal Contractor for the purposes of the CDM Regulations shall be the Contractor
- or such other contractor as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders
- Article 9: Modifications. The Articles of Agreement and the Conditions shall have effect as modified by the Employer’s Schedule of Amendments attached hereto.

## Contract Particulars

Item	Insertion
1.1 List of Properties in the Contract Area (first Recital)	Properties owned and managed by the Employer - As detailed in Appendix I
1.2 Description of types of work	Undertaking domestic gas servicing, maintenance and associated works as detailed in Appendices A, B & C
2. Supplemental Provisions (Fifth Recital and Schedule)	
Collaborative working	Paragraph 1: applies
Health and Safety	Paragraph 2: applies
Cost savings and value improvements	Paragraph 3: applies
Sustainable development and environmental considerations	Paragraph 4: applies
Performance Indicators and monitoring	Paragraph 5: applies
Notification and negotiation of disputes	Paragraph 6: applies
Where Paragraph 6 applies, the respective nominees of the Parties are	Employer's nominee: ██████████, Chief Officer – Housing of the District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY  Contractor's nominee: ██████████, Contracts Director Bluebird House, Mole Business Park, Leatherhead KT22 7BA  or such replacement as each Party may notify to the other from time to time

Item	Insertion
3 Contract Period  commencing on	3 years with capacity for the Employer to extend for a period or periods totalling no more than 24 months. 1 <sup>st</sup> April 2026
4 Arbitration	Article 7 and clauses 9.3 to 9.8 apply.
5 BIM Protocol (where applicable)* State title, edition, date or other identifiers of relevant documents (Clause 1.1)	<hr/>
6 Minimum Value of any one Order	£100 (One Hundred Pounds)
Maximum Value of any one Order	£40,000 (Forty Thousand Pounds)
7 Maximum Value of work to be carried out under this Contract	<b>£1,200,000</b> (One million two hundred thousand pounds) per annum
8 Priority coding for Orders (Clause 2.6)	Priority coding [ <i>to be completed as Employer requires on a case by case basis</i> ]
9 Construction Industry Scheme (CIS) (Clause 4.2)	The Employer at the commencement of the Contract Period is a 'contractor' for the purposes of the CIS
10 Progress Payments (Clauses 4.3, 4.4 and 4.5)) <i>Estimated value of an Order above which progress payments can be applied (If none is stated, it is £2,500)</i>	does not apply,
Valuation Dates <i>(if no date is stated, the Valuation Date is the last day of each month)</i>	The Valuation Date in each month is the 28th day of the month

Item	Insertion
11 Responsibility for measurement and valuation (Clause 5.2) <i>(Unless one of the 3 options opposite is selected, the Contract Administrator shall measure and value all Orders)</i>	The Compliance Officer shall measure and value all Orders
12.1 Schedule of Rates (Clauses 5.3, 5.6.1 and 5.6.2) The Schedule of Rates is  subject to adjustments of the rates listed in that Schedule by the  of the Adjustment Percentage which is	The Contractor's tendered schedule of rates at Appendix H  Does not apply _____ %
12.2 Where the Schedule of Rates is the National Schedule of Rates the version(s) identified opposite are to apply	<b>Does not apply</b>
12.3 Rates – Fluctuations Clause 5.6.1 <i>(Unless "applies" is deleted, the clause shall be deemed to apply)</i>	see Schedule of Amendments Clause 5.6
12.4 Basis and dates of revision (Not applicable where National Schedule of Rates applies)  Where clause 5.6.1 applies, the basis on which the Schedule of Rates is to be revised under clause 5.6.1.2 <i>(If no basis is identified the rates remain fixed for all Orders)</i>	See Schedule of Amendments Clause 5.6
Where clause 5.6.1 applies, the dates as at which the Schedule of Rates is to be revised are: <i>(If no other date(s) are specified here or in the document setting out the basis for revision, the date shall be 1 August in each year)</i>	

Item	Insertion
<p>13.1 Daywork Valuation – percentage additions (Clauses 5.4, 5.6.3 and 5.6.4)</p> <p>Where not included in or annexed to the Schedule of Hourly Charges, the percentage additions to the invoice price of non-labour items are as follows:</p> <p>Overheads and profit on Materials _____ %</p> <p>Overheads and profit on Plant, Services and Consumable Stores _____ %</p> <p>Overheads and profit on Sub-Contractors _____ %</p>	
<p>13.2 Revision of Schedule of Hourly Charges (Clause 5.6.3) <i>(unless “applies” is deleted, the clause shall be deemed to apply)</i></p> <p>Where clause 5.6.3 applies, the annual revision date (if other than 1 August) is: _____</p> <p>Where clause 5.6.3 applies, the basis of revision of hourly charges (if not set out in the Schedule of Hourly Charges)</p>	<p>Does not apply</p>
<p>14 Overtime Work (Clause 5.7)</p> <p>The percentage addition in respect of overheads and profit on non-productive overtime rates is _____ 0%</p> <p><i>(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)</i></p> <p>Normal working hours are between 08:00 and 20:00 Monday to Sunday 20:00 to 08:00 hours Monday to Sunday is classed as out of hours.</p> <p>All overtime costs shall be the responsibility of the Contractor including unless specifically ordered in writing by the Contract Administrator.</p>	

Item	Insertion
15 Insurance (Clauses 6.4.1, 6.7A, 6.7B, 6.8 and 6.11)	
15.1 Contractor's Public Liability insurance; injury to persons or property – the required level of cover is not less than	<p>Public Liability: £5,000,000 (Five Million Pounds) for any one occurrence or series of occurrences arising out of one event</p> <p>Employer's Liability: <i>minimum of £5,000,000 ( Five Million Pounds)</i></p> <p>Professional Indemnity: £2,000,000 (Two Million Pounds)</p>
15.2 Percentage to cover professional fees	15%
15.3 Insurance of existing structures – clause 6.7A.1 <i>(Unless otherwise stated, clause 6.7A.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s)) (</i>	Applies
15.4 Insurance of work or supply comprised in Orders – clause 6.7B <i>(If neither entry is deleted, the clause does not apply)</i>	Applies
15.5 Where clause 6.7B applies and cover is to be provided under the Contractor's annual policy, the annual renewal date is (as supplied by the Contractor)	_____
15.6 Terrorism Cover – details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required)</i>	does not apply
16 Break Provisions – Employer or Contractor (Clause 7.1)	13 weeks

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

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

## Definitions

Clause 1.1:

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

“JCT Standard Form of Measured Term Contract 2016;

- Appendix A – Employer’s requirements
- Appendix B – Domestic Gas General Particulars
- Appendix C – Combined Technical Scope of Works
- Appendix D – Job Allocations
- Appendix E – Void Process
- Appendix F – New works
- Appendix F1 – Additional Works
- Appendix G – Key Performance Indicators (KPIs)
- Appendix H – Price Schedule
- Appendix I – Domestic property list & Asset list
- The Contractor’s Tender dated 22 September 2025;

and any relevant specified correspondence between the parties”

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

Insert the following new Definitions:

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

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

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

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

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

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

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

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

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

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

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

### **Contractor’s Obligations**

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

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

## **Contractor's Obligations**

Clause 2.1 – the following new clauses shall be inserted:

- “2.1A The Contractor shall fully carry out the works using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent contractor (and to the extent that the Order includes any design to be carried out by the Contractor using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent architect or other appropriate designer) who is experienced in carrying out work (and preparing designs) of a similar scope, nature and complexity and size to the Order.
- 2.1B The Contractor shall work in a proper and workmanlike manner and fully in accordance with the Contract Administrator's instructions, any instructions of the Employer, the Contract Documents and other Statutory Requirements and shall give all notices required by the Statutory Requirements.
- 2.1C To the extent that the Order contains any design, the Contractor shall be responsible for carrying out and completing the entire design for the Order.
- 2.1D The Contractor shall take due account of the terms of any agreements between the Employer and third parties as are from time to time disclosed to him and shall perform his obligations under this Contract in such a manner as not to constitute, cause or contribute to any breach by the Employer of his obligations under such agreements and shall indemnify the Employer in respect of any loss and/or damage which he incurs as a result of any breach by the Contractor of this clause where such loss and/or damage arises under such agreements.
- 2.1E The Contractor shall not use, generate, dispose of or transport to the Site any Hazardous Substances otherwise than in accordance with Environmental Laws.”

## **Materials, Goods and Workmanship**

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

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

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

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

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

### **Rights of Employer**

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

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

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

### **Value of work to be carried out under this Contract**

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

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

### **Programme**

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

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

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

### **Divergence from Statutory Requirements**

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

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

### **Extension of Time**

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

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

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

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

### **Defects**

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

Additional Clause 2.12.2:

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

### **Assignment**

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

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

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

### **Sub-Contracting**

Delete Clause 3.2 and replace with the following clauses:

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

3.2.2 In the event of the Employer agreeing to any assignment under clause 3.1 or sub-contracting under clause 3.2.1, such consent shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts, defaults and negligence of any assignee or sub-contractor, his or its agents, servants or employees.”

### **Contractor’s Representative**

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

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

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

3.3.3 The Contractor's Representative shall be the person named in the Contract Particulars or such other person nominated in writing by the Contractor from time to time to act in the name of the Contractor for the purposes of the Contract.

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

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

Additional Clause 3.4.4:

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

### **Cancellation of an Order**

Additional Clause 3.6.3:

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

### **Exclusion from Site**

Clause 3.7 shall be amended by inserting the following sentence at the end of the clause:

"The Contractor shall then ensure that such person is immediately excluded from the Site."

### **Additional Employer's Rights and Remedies**

Additional Clause 3.11:

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

## **Progress Payment**

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

### **“Monthly Payment**

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

## **Payment Application**

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

## **Valuation – day work**

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

## **Derived Rates**

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

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

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

## **Rates – Fluctuations**

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

"5.6.1 If agreed in writing and signed by both the Employer and the Contractor variations will be considered. Such variations shall be limited by Consumer Price Index (“CPI”) fluctuations (see [www.statistics.gov.uk](http://www.statistics.gov.uk)) with a base date of 1<sup>st</sup> April each year and annually thereafter for the duration of the Contract Period.

5.6.2 The first applicable adjustment for rates will be effective from 1<sup>st</sup> April 2027 with adjustments limited by the average of the published CPI figures between 1<sup>st</sup> April and 31<sup>st</sup> March which shall be calculated as follows:

Average of the CPI index rates between 1 April 2026 and 31 March 2027  
less the CPI index as at 1 April 2027

Example of first anniversary:

average of CPI indexes 1 April 2026 to 31 March 2027	111.56
minus CPI Index of April 2027	109.2
CPI uplift April 2027	+2.36%

If the tender figure was £100 this would equate to a new rate from 1 April of £102.36.

## **Overtime**

Additional Clause 5.7.4:

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

## **Liability of the Contractor – personal injury or death**

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

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

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

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

“The Contractor shall at all times reasonably prevent any public or private nuisance (including without limitation any such nuisance caused by noxious fumes, noisy working operations or the deposit of any materials or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of an Order or of any obligation pursuant to clause 2.12 and shall defend or, at the Employer's option, assist the Employer in defending any action or proceedings which may arise as a result of any breach by the Contractor of its obligations under this Contract.”

## **Contractor's Insurance and his Liability**

Additional clause: 6.4.3

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

## **Related Definitions**

Under clause 6.6, the definition of "Joint Names Policy" shall be amended by inserting the words "and any funder or other third party as the Employer may require" after the word "Contractor" and before the word "as".

Additional clause 6.15

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

## **Collateral Warranties and Copyright**

Insert new clause 7A as follows:

### **"Copyright Contractor Warranties in favour of others**

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

### **Sub-contractor Warranties**

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

## Copyright Licence

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

## Default by Contractor

Additional Clause 8.4.1.3:

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

Insert new clauses 8.4.2.1 and 8.4.2.2 as follows:

"8.4.2.1 Where the Contractor receives notice under clause 8.4.1 that it has failed to perform the works in accordance with the Contract Documents, the Employer may, without prejudice to any other remedy it may have:

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

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

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

## **Prevention of Bribery and Corruption**

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

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

10.1.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and will not give any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;

10.1.2 it will procure that any person who performs or has performed services for or in its behalf (“Associated Person”) in connection with this Contract complies with this clause and subject to the JCT Form of Contract to be used;

10.1.3 it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this clause and subject to the JCT Form of Contract to be used;

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

10.1.5 from time to time at the reasonable request of the Employer it will confirm in writing that it has complied with its undertakings under clauses 10.1.1 to 10.1.4 and will provide any information reasonably requested by the Employer in support of such compliance;

10.1.6 it shall notify the Employer as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

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

a) terminate the Contract and recover from the Contractor the amount of any loss suffered by the Employer resulting from the termination, including the cost reasonably incurred by the Employer of making other arrangements for the provision of the works and any additional expenditure incurred by the Employer throughout the remainder of the Contract.

b) recover in full from the Contractor any other loss sustained by the Employer in consequence of any breach of this clause, whether or not the Contract has been terminated.”

## **Freedom of Information**

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

- “11.1 The Employer is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 ("the Acts"). As part of the Employer's duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a request. The Employer has absolute discretion to apply or not to apply any exemptions under the Acts.
- 11.2 The Contractor shall assist and co-operate with the Employer (at the Contractor's expense) to enable the Employer to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Employer.
- 11.3 The Contractor acknowledges that the Employer is committed to the Government's transparency agenda requiring the Employer to publish on line items of spend over £500 (five hundred pounds) including actual payments made to the Contractor, the Contractor's tender and the terms of this Contract (excluding commercially sensitive information).
- 11.4 The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose information;
- a) without consulting with the Contractor, or
  - b) following consultation with the Contractor and having taken its views into account.”

## **Data Protection**

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

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

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

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

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

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

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

- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 12.11 such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

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

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

### **Equal Opportunities, Unlawful Discrimination and Human Rights**

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

- "13.1 The Contractor shall comply with all applicable equalities, inclusion, and diversity legislation, which shall include any law, statute, bye-law, regulation, order, regulatory policy, guidance or code of practice, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body ("the Equalities Provisions") now in force or which may be in force in the future and with the Employer's equality and diversity policies as may be amended from time to time, copies of which will be provided by the Employer to the Contractor at the Contractor's written request.
- 13.2 For the avoidance of doubt, the term "Contractor" in this clause 13 shall include the Contractor's employees, agents, representatives and sub-contractors employed in the execution of the Contract.
- 13.3 The Contractor will provide to the Employer such information as the Employer may reasonably request in respect of the impact of equality issues on the operation of the Contract.
- 13.4 If a complaint is made about the acts or omissions of the Contractor in relation to the Equality Provisions, the Contractor may be the subject of an investigation by the Employer. During the course of such an investigation the Contractor shall make all documents the Employer considers to be relevant to the investigation available and co-operate with the investigation. If any breach of the Employer's duties under the Equalities Provisions is found to have occurred due to the acts or omissions of the Contractor, the Contractor shall indemnify the Employer in

respect of any loss, damage and/or compensation, fines and costs (including but not limited to legal costs and expenses) which may be suffered by or imposed on the Employer by any court, tribunal or ombudsman.

- 13.5 If requested to do so by the Employer the Contractor shall co-operate with the Employer at the Contractor's expense in connection with any legal proceedings, ombudsman enquiries, arbitration or Court proceedings in which the Employer may become involved arising from any breach of the Employer's duties under the Equalities Provisions due to the alleged acts or omissions of the Contractor.
- 13.6 The Contractor shall carry out the works in a manner which is consistent with the Human Rights Act 1998 as though (for the avoidance of doubt) it is bound by the Act and in such a way that the Employer shall not be liable to any person for a breach of its duties under the said Act and shall indemnify the Employer against any direct or indirect costs expenses damages compensation liabilities or other claims incurred or suffered by the Employer arising from or in relation to a breach or alleged breach of the said Act.
- 13.7 Failure by the Contractor to comply with the provisions of this clause 13 may lead to the termination of this Contract."

### **Contractor's Persons**

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

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

and the Contractor shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause 14.

- 14.3 The Employer shall be entitled to require the Contractor to remove from the performance and carrying out of the works any of the Contractor's Persons whose behaviour is in the opinion of the Employer negligent, (should it become aware) disruptive, disturbing or likely to cause offence to the Employer or its employees and where the Employer has received a valid complaint.
- 14.4 The Employer shall in no circumstances be liable either to the Contractor or to any Persons (including its sub-contractors) removed pursuant to clause 14.3 in respect of any cost, expense, liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Employer in respect of any claim or proceedings made or brought against the Employer by such Contractor's Persons."

### **Safeguarding**

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

- "15.1 The Contractor shall make arrangements during the provision of any works under this Contract to ensure that the Contractor and the Contractor's Persons comply, in all respects, with all relevant legislation and Employer policy in relation to the safeguarding of children and vulnerable adults, which may include enhanced disclosure checking of the Contractor's Persons, undertaken through the Disclosure and Barring Service ("DBS") and a check against the adults barred list or the children's barred list as appropriate
- 15.2 The Contractor shall monitor the level and validity of the checks for each of the Contractor's Persons.
- 15.3 The Contractor warrants that at all times for the purposes of this Contract, it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time."

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

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

## **Additional Employer's Requirements**

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

“17.1 In the event of any inconsistencies or any ambiguity between the Articles of Agreement, Conditions and this Schedule of Amendments, the Parties agree that the Schedule of Amendments shall take precedence over the Articles of Agreement and Conditions whilst the Articles of Agreement shall take precedent over the Conditions.

17.2 The Contractor shall ensure that it has policies or codes of conduct in relation to:

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

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

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

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

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

17.5 The Contractor shall comply with any Employer policies affecting the Contract and shall if requested provide the Employer with any relevant information required in connection with any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in such inquiries or proceedings or hearings arising out of the Contract. The Contractor shall co-operate fully with the Commissioner for Local Administration in England (the Local Government Ombudsman) in any investigation by him of any complaint

relating to the Contract and in enquiries by any of the Employer's Committees. From time to time, the Employer may require the Contractor to provide reports to, or be involved in discussions with, elected members. The Contractor shall comply with the Employer's reasonable requirements and shall not be entitled to any additional payment in respect thereof save to the extent such costs are incurred as a result of a default on the part of the Employer.

- 17.6 The Contractor shall, upon becoming aware of anything in connection with the Contract that is likely to give rise to legal inquiry or litigation, forthwith notify the Contract Administrator, giving such details as are available.
- 17.7 The Contractor shall deal with any complaints about its performance of the Contract, received from whatever source, in a prompt, courteous and efficient manner. The Contractor shall set up an internal process for dealing with complaints and shall keep a written record of all complaints received and of the action taken in relation to such complaints. The Contractor shall inform the Contract Administrator in writing of all complaints received and of all steps taken, and shall permit its record of complaints to be inspected by the Contract Administrator (or any other person nominated by him) at all reasonable times on reasonable notice.
- 17.8 The Contractor shall not speak to the press or broadcasting media about any matters connected with the Contract without the prior written consent of the Contract Administrator. If the Contractor intends to advertise its provision of the works to the Employer, it shall obtain approval of the Employer before doing so as to the content of such advertisement.
- 17.9 The Contractor should note that it is of the utmost importance that their employees and sub contract employees carry with them at all times their company's identification card to produce when challenged by the Employer's staff or council residents.
- 17.10 Where under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum item due or which at any time thereafter may become due to the Contractor under the Contract or under any other similar construction contract with the Employer.
- 17.11 The Contractor shall be deemed to have obtained information on all matters affecting the execution of the works. No claim arising from errors or omissions will be considered.
- 17.12 The Contractor shall comply with all Standing Orders of the Employer in so far as they are applicable to the execution of the Works. It is the responsibility of the Contractor to determine the nature and extent of such Standing Orders for lack of knowledge will not constitute grounds for non-compliance. A copy will be available for inspection on request.

17.13 The Contractor shall comply with all statutory requirements to be observed and performed in connection with the Contract and shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause.

## **Bonds and Guarantees**

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

“18.1 At the exclusive discretion of the Employer, when the Contractor is a subsidiary of another company it shall procure that its ultimate holding company (or, at the Employer’s complete discretion, such other company within the Contractor’s group as the Employer shall require) shall provide a parent company guarantee in favour of the Employer in respect of the Contractor’s obligations under the Contract executed as a deed in the form set out in Appendix K. The guarantee must be in place before the Contract commences.

18.2 At the exclusive discretion of the Employer, where the Contractor does not have a parent company or where the parent company is not approved by the Employer, the Contractor shall enter into a contract guarantee bond, in the form set out in Appendix L or an alternative form acceptable to the Employer, by which they shall be jointly and severally bound to the Employer in a sum equivalent to 10% of the annual price conditioned for the due fulfilment of the terms and conditions of the Contract. The surety shall be either an insurance company or bank whose registered office is situated in England. The bondsman is to be approved by the Employer. The bond must be in place before the Contract commences.”

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

## **“Compliance With Anti-Slavery and Human Trafficking Laws**

19.1 In performing its obligations under this Contract, the Contractor shall:

- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- c) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Section 19.

- 19.2 The Contractor represents and warrants that:
- a) neither the Contractor nor any of its officers, employees or other persons associated with it:
    - (i) has been convicted of any offence involving slavery and human trafficking; and
    - (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 19.3 The Contractor shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 19.4 The Contractor undertakes not to purchase any resource or raw materials or products that has been sourced from producers, farmers manufacturers using forced labour or child labour in its operations or practices.
- 19.5 The Contractor shall notify the Employer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 19.6 The Contractor shall prepare and deliver to the Employer, by the contract anniversary each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 19.7 The Contractor shall:
- a) maintain a complete set of records to trace the supply chain of all goods and services provided to the Employer in connection with this Contract; and
  - b) permit the Employer and its third party representatives, on reasonable notice during normal business hours to have access to and take copies of the Contractor's records and any other information and to meet with the Employer's personnel to audit the Employer's compliance with its obligations this Condition;
- 19.8 The Contractor shall implement a system of training for its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes.

- 19.9 The Contractor shall keep records of all training offered and completed by its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes and shall make a copy of the record available to the Employer on request.
- 19.10 The Contractor shall indemnify the Employer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against the Employer as a result of its failure to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 19.11 The Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 19.12 The Employer may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor fails to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.”

Insert new Section 20 to the JCT Conditions of Contract as follows:

### **“Greenhouse Gases and Carbon Emissions**

20.1 The following definitions apply in this clause and in Schedule 1:

**“GHG Emissions”** means the emissions of GHGs from all sources related to this Agreement, categorised as “Scope 1” and “Scope 2” emissions by The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015 as updated from time to time;

**“Greenhouse Gases (GHGs)”** means the natural and anthropogenic gases which trap thermal radiation in the earth’s atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time, which include carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF<sub>6</sub>), and nitrogen trifluoride (NF<sub>3</sub>), each expressed as a total in units of Carbon Dioxide Equivalent (CO<sub>2</sub>e).

**“Overall Sustainability Impact”** means the Contractor’s assessment and performance of the relevant social, environmental and economic policies related to this Agreement in accordance with the Small business user guide: Guidance on how to measure and report your greenhouse gas emissions published by the Department for Environment, Food & Rural Affairs Published

on February 2012 <https://www.gov.uk/government/publications/small-business-user-guide-guidance-on-how-to-measure-and-report-your-greenhouse-gas-emissions>.

“**Sustainability Report**” has the meaning given to it in clause 19.3.

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

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

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

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

20.3 On each anniversary of the Works commencement date as specified in the Contract Particulars, the Contractor shall complete and submit to the Employer a sustainability report in relation to the Works, which shall be in the form specified in Schedule 1 (the “Sustainability Report”), and include the assumptions used in the reporting and contain information on:

20.3.1 the Contractor’s GHG emissions associated with the delivery of this Contract in accordance with established best practice and internationally accepted standards<sup>1</sup>

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

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<sup>1</sup> The Small Business User Guide published by DEFRA, 2012: [SMALL BUSINESS USER GUIDE: Guidance on how to measure and report your greenhouse gas emissions \(publishing.service.gov.uk\)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb133_10-ghg-small-business-guide.pdf) [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/69494/pb133\\_10-ghg-small-business-guide.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb133_10-ghg-small-business-guide.pdf)

- 20.3.3 the Contractor's energy consumption for all fossil fuels (in kilowatt-hours (kWh)) relating to assets used at Employer premises or other locations;<sup>2</sup>
- 20.3.4 transport use (and resulting GHG emissions from transport fuel) for goods delivered to, or Contractor staff travel to, Employer premises or other Employer locations or the location where the contract is delivered;
- 20.3.5 volume of waste (in kilograms/tonne) produced at Employer premises or other locations that relate to the provision of the Works, including how the Contractor intends to process and dispose of waste; and
- 20.3.6 the Overall Sustainability Impact of the Works, including improvements identified by the Contractor, new policies or targets adopted to reduce the environmental impact of the Contractor's operations and contributions towards any Employer environmental policies or targets."

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

#### **SCHEDULE 1: GREENHOUSE GAS REPORTING**

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

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<sup>2</sup> Calculating the CO2 equivalent from the *UK Government GHG Conversion Factors for Company Reporting for the relevant reporting period*. <https://www.gov.uk/government/publications/greenhouse-gas-reporting-conversion-factors-2022>

<sup>3</sup> Latest guidance follows the DEFRA approach and can be found at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/69494/pb13310-ghg-small-business-guide.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf)

**Step 1.**

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

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

**Step 2.**

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

**Step 3.**

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

**Step 4.**

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

# Folkstone & Hythe District Council Sustainability Report: greenhouse gas emissions<sup>4</sup>

**Name of Contract:** *The Provision of domestic gas servicing maintenance and associated works*

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

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

**Table 1: Fossil Fuel Use**

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

<sup>4</sup> The methodology to calculate the Sustainability Report should follow the latest guidance from DEFRA. Latest guidance follows the DEFRA approach and can be found at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/69494/pb13310-ghg-small-business-guide.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf)

**Table 2: Water and Waste**

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

Insert new Schedule 2 to the JCT Conditions of Contract as follows:

**SCHEDULE 2: PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller’s Data Protection Officer are:

████████████████████, [data.protection@folkestone-hythe.gov.uk](mailto:data.protection@folkestone-hythe.gov.uk)

2. The contact details of the Processor’s Data Protection Officer are:

████████████████████, [Dataprotection@tbrown.com](mailto:Dataprotection@tbrown.com)

3. The Processor shall comply with any further written instructions with respect to processing by the Controller

4. Any such further instructions shall be incorporated into this Schedule.

<b>Description</b>	<b>Details</b>
Identity of the Controller and Processor	<p>The Parties acknowledge that in accordance with Clause 1.1 and for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• Tenants of properties owned by Employer;</li><li>• Contact and identifying details of any third party who submits a complaint to the Employer in relation to the Works; and</li><li>• Contact and identifying details of any third party who submits a complaint to the Contractor in relation to the Works.</li></ul> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Business contact details of Contractor’s Personnel;</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of the Employer (excluding the Contractor’s Personnel) engaged in the performance of the Employer’s duties under this Contract)</li></ul>

<p>Subject matter of the processing</p>	<p>Processing of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• Tenants of properties owned by Employer;</li> <li>• Contact and identifying details of any third party who submits a complaint to the Employer in relation to the Works; and</li> <li>• Contact and identifying details of any third party who submits a complaint to the Contractor in relation to the Works.</li> </ul> <p>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide servicing and maintenance and associated works of all FHDC HRA domestic gas and LPG properties</p>
<p>Duration of the processing</p>	<p>The duration of the Contract Period which is from 1 April 2026 to 31 March 2029 unless the Contract Period is extended in accordance with Contract Particular 3.</p>
<p>Nature and purposes of the processing</p>	<p>Collection, recording, organisation, structuring, storage, retrieval, consultation, erasure or destruction of data (whether or not by automated means). For the purpose of communication between the Parties, investigation and resolution of queries, and such purposes which facilitate effective contract management by either or both Parties; and for the Processor to make contact with residents of the properties owned by Controller to enable access for the Works if required</p>
<p>Type of Personal Data being Processed</p>	<p>Names, address, telephone number, email address, and other electronic means of communication. Potentially, the Processor may be provided with information indicating that the data subject may be potentially violent (PVP marker) and/or details of any disability or vulnerability. Where there is a need, details of next of kin and/or helper may be passed to the Processor.</p>
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> <li>• the Contractor's Personnel,</li> <li>• the Employer's staff,</li> <li>• tenants of properties owned by Employer;</li> <li>• members of the public and third parties in the case a complaint is submitted in relation to the Works.</li> </ul>

International transfers and legal gateway	Within the UK only
Plan for return and destruction of the data once the processing is complete	The data shall be retained by the Contractor for no more than twelve (12) months after the termination or expiry of the Contract, and in any case destroyed no later than 30 April 2029, unless contract extended.



# **Domestic Heating Contract**

## **Appendix A**

### **Employer's Requirements**

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## 1.0 Collaborative Working Aims

The aims and objectives of the Employer are:

- a) To deliver a service in terms of value for money, quality and time to both the Employer and its residents
- b) Identify, understand and support each other's objectives and work together to translate their individual objectives into common objectives and strive to achieve the same goals.
- c) Continuous year on year improvement on the service provided involves a team approach to determine whether work processes are meeting the needs of customers, and where necessary, to improve them.
- d) Performance indicators are established and regularly monitored and combined with resident satisfaction feedback; provide valuable data for continuous improvement
- e) Collaborative approach of all parties to achieve maximum benefit to both the Employer and its residents.

## 2.0 Collaborative Working

The Employer believes that improved systems of work and improved efficiencies are achieved by collaborative working between Employer, Employers Representative and Contractor.

The Employer and Contractor must strive to be meet the following four requirements for successful collaborative working:

1. To have and implement a Shared and collaborative vision
2. Have Mutual and achievable goals
3. Minimise cause for dispute
4. Make Allowance for continuous measured improvement / Identify when KPI's are not working for both parties.

### **3.0 General Requirements**

The Contractor should always remember, although a property is owned by the Employer, it is someone's home and must be treated as such.

The Contractor should immediately confirm access arrangements with Service Users or site staff or inform the Employer of any problem which may lead to a delay or failure to complete the work within the required timescale.

When arrangements for access cannot be made by telephone, the Contractor must either email, write to or visit the tenant or site staff to make access arrangements, to confirm a convenient time to carry out the work. If necessary, a card should be left with a request to contact either the Employer or the Contractor directly.

It is the responsibility of the Contractor to ensure that plant, materials and labour will be available to undertake the work at the arranged time, or immediately to seek approval of Service Users and the Employer to amend the arrangement where a delay is inevitable. It is imperative that explanations for delays are communicated to Service Users and the Employer as soon as possible whenever they arise.

The Contractor will notify the Employer of any problem regarding their capacity to undertake work for the Employer, whether by reason of a temporary heavy workload, or a change in circumstances (e.g. staff changes), which may affect capacity and Repair Response Period. It is particularly important that the Employer is given due notice of any situation in which may delay the completion of any work.

### **4.00 Finance**

All payments will be in line with the terms of the Contract and Employers payment terms usually 28 days from receipt of invoice

All applications must be sent to the relevant Compliance Officer and [housing.compliance@folkestone-hythe.gov.uk](mailto:housing.compliance@folkestone-hythe.gov.uk) below within the first 5 working days of the previous month that the works relate to where the Compliance Officer or other chosen person on behalf of the Employer who

will then have 5 working days to approve and request the invoice which must be sent back to the Compliance Officer within a further 5 working days. (Complete process will be agreed at mobilisation)

Invoices shall be addressed as follows:

Folkestone and Hythe District Council  
Civic Centre,  
Castle Hill Ave,  
Folkestone,  
CT20 2QY

No invoices or finance enquiries should be sent to any other e-mail address other than Housing Compliance and the relevant Compliance Officer.

Value Added Tax shall be identified separately on invoices and added to the Contract price at the prevailing rate.

For works outside of the risk and reward terms of the contract, these will have to be provided with separate instruction and shall be submitted within 30 days of the works completion.

Upon receipt of the monthly applications, a payment certificate will be issued to the Contractor. The Contractor will submit the certificate alongside the invoice to the Employer for payment. Invoices should be paid within 28 days.

The above are subject to the application and invoice being both correct and free from anomalies.

Where works are instructed for chargeable repairs to be carried out, the following information shall be provided with the monthly invoice.

1. Order number (if applicable).
2. Attached worksheet identifying labour and material costs.
3. Photographic evidence where applicable.

## 5.0 Employee / Operative/s Working Standards

The Contractor's operatives shall:

- a) Treat residents and their homes with respect.
- b) Be polite and courteous to residents always.
- c) The Contractor shall not permit smoking or vaping by his operatives or Sub-Contractors in residents' homes.
- d) Refrain from playing radios etc.
- e) Show or wear an approved form of I.D. that contains a photo that is a true likeness of the operative.
- f) Operatives shall wear either overalls or jackets with badges clipped or sewn on, or which bear the name of the Contractor and the employee's name.
- g) Have the Company name and Contact details visible on the side of their vehicles.
- h) All vehicles must be kept roadworthy and in a clean condition at all times.
- i) Remove rubbish to a licensed tip, clear away all unused materials and plant from the site at completion of the works.
- j) Ensure that property owned by the resident or managed by the Employer is properly protected from damage that may arise from the works.
- k) Refrain from using the residents' electricity, gas, telephone or water unless they have been given permission.
- l) Refrain from commenting upon the condition of the appliance and system to the occupant.
- m) Use clean dust sheets on all occasions, thoroughly clean away all detritus upon completion of any works and provide vacuum cleaners for this purpose.
- n) Leave a customer satisfaction cards to meet Employer's requirements with a self-addressed return envelope for the

resident to return to the Contractor and or Employer upon completion.

- o) Supply information pack as required to be delivered by the Employer on each annual visit.

Over and above the general requirements of standards of performance and conduct required, due note should be taken no deviation from these norms will be acceptable.

The Employer may seek disciplinary action of an operative if there were any attempt by an operative to take advantage of the special circumstances of a tenant In respect of operatives' conduct to residents the following is to be observed:

- a) All dealings with residents are to be undertaken in a polite manner with strict observance of the requirements of The Employer's Equal Opportunity Policy.
- b) The Contractor's operatives are always to carry identification and make such identification clearly and readily available for inspection by residents and the Employer's staff.
- c) The Contractor shall not permit smoking or vaping or use of radios etc. by his operatives or subcontractors in resident's homes.
- d) The Contractor shall not permit the use of electronic e-cigarettes and vaping devices by his operatives in resident's homes.
- e) The Contractor shall not allow their operatives to bring their pets to work or in resident's homes.
- f) Operatives must not use any facilities without first asking permission from the resident or residential staff.
- g) Operatives must not use power tools without first asking permission to use the available power supply. In certain circumstances it may be necessary to make use of a portable generator. In this instance all safety checks and

certification must be in place prior to the equipment being brought to site.

- h) Noise and nuisance created by generators should be considered and it is preferable to make use of a quiet running generator.
- i) If at any time work activities are the cause of a potential conflict with the resident or others around the Contractor must cease work, inform the Employer and seek guidance from the Employer.
- j) Operatives shall decline to work in any premise where children under the age of 18 (eighteen) are present without any supervising adult in attendance.
- k) Being prompt when an agreed time has been organised to have works undertaken.
- l) Being clean, properly dressed, provided with shoe/boot protection/covers before entering the resident's home
- m) Observing any reasonable cultural or religious requirements the resident may have.
- n) Discussing the work with the resident on arrival and agreeing on how it is to proceed, keeping the resident regularly updated on the progress of the job, particularly when the work will require more than one visit to complete.
- o) Not playing radios or headsets in residents' homes.
- p) Always using clean dust sheets where mess is likely to result from the works.
- q) Always leaving a calling card if the resident is not in when access required.
- r) Always showing identification cards before seeking entry for the first time.
- s) Being courteous to residents.
- t) Never using bad language or speaking in a way which may cause offence to any member of the community.
- u) Always clearing up promptly any mess left as a result of the works carried out.

- v) Not using any of the resident's facilities without their prior permission.
- w) Not getting involved in conversation with residents regarding operational matters.
- x) Taking all reasonable steps to ensure the security of the resident's property and possessions.
- y) The Contractor, any workers, or Sub-Contractors must not make any comment or pass opinions relating to housing maintenance decision or policy. Any queries about such a decision should be referred to the Employer.
- z) The Contractor, their operatives and staff must have an awareness of the requirements in respect of Water System Cleansing and ACOP L8 risk assessments and management and report to the Employer and concerns they may have whilst visiting properties. Any follow-up works of this nature will be completed by others under our L8 Legionella contract.

The Contractor must do everything in their power to keep all appointments, the Contractor must always call the resident in advance if a pre-arranged appointment is to be delayed or moved

If circumstances do arise that make it impossible to keep an appointment or for another operative to be sent, the Employer the nominated person must be immediately informed

## **6.0 Co-Operating with other Partners and Contractors**

The appointed Contractor is expected to co-operate fully with any other partners and or contractors appointed by the Employer. When necessary, the Contractor should liaise with other parties and co-ordinate works to ensure limited disturbance and disruption for the residents.

No additional charge will be accepted for this provision.

## **7.0 Subcontracting**

The Contractor shall not subcontract any of the works without the written consent of the Employer.

This consent shall not unreasonably be withheld or delayed however the Contractor will be expected to demonstrate how any Sub-Contractors will be managed and quality and standards maintained prior to any such permission being granted.

Any such subcontract labour must be qualified appropriately for the works to be carried out and this detail must be provided upon request.

If the Contractor is unable to provide adequate direct labour resourcing levels to meet its contractual obligations, the Employer must be consulted and will lead on the direction of the use of any pre-approved Sub-Contractor. It is the Employer's intention to show preference to local businesses where possible.

## **8.0 Social Value**

During the term of the contract, the Contractor will assist the Employer to in meeting the objectives of the Employer's Corporate Plan ([folkestone-hythe.gov.uk/creatingtomorrowtogether](https://www.folkestone-hythe.gov.uk/creatingtomorrowtogether)).

The Contractor must attend alongside the Employer in various resident engagements as a minimum the Contractor is to attend twice a year (every 6 months) to the STAP and the Independent Living Forum.

The Contractor will have and maintain a Corporate Social Responsibility Policy and report annual on its Corporate Social Responsibility Policy and the delivery of the Social Value and carbon reduction commitments laid out in the Contractor's tender.

## **9.0 Risk Management**

Whilst the Employer considers entering into a long-term arrangement with a contractor to be positive, the Employer is conscious of the potential risks to the provision of the service and impact on residents or the public if the

service or relationship should falter or fail.

These risks can be grouped under the following key headings:

- Service Delivery
- Reputation
- Financial
- Health and Safety
- Staffing and Resources
- Regulatory or Statutory Issues

Therefore, the Contractor will develop a Risk Register prior to commencement of the contract to show how it is intended to mitigate against the risks listed above and maintain this in collaboration with the Employer.

The Contractor will also work with the current and any future preferred appliance manufacturers to be authorized or accredited to carry out warranty repairs such that there will not ordinarily be a need to involve a third party in effecting any repair.

## **10.0 Right to Repair**

The provision of the Right to Repair Legislation will always apply.

The Contractor must also be familiar with the “Right to Repair Regulations” and ensure that the contracted service provided by the Contractor to the Employer’s tenants fulfil this requirement.

## **11.0 Good Practice**

Where and to the extent materials, products and workmanship are not fully detailed or specified they are to be:

- Of a standard appropriate to the Works and suitable for the functions stated in or reasonably to be inferred from the project documents, and
- In accordance with relevant good building practice.

## **12.0 Employees and Post Termination Obligations**

The Contractor has sole responsibility to redeploy or dismiss any of their employees or Sub-Contractors who may be engaged by them at the termination of this contract. The Contractor will indemnify and hold harmless the Employer and any other contractor(s) who may succeed to all or any part of the work tendered for under the terms of this contract against any costs, claims or actions brought by any employee or Sub-Contractor of the Contractor arising out of or connected with the termination of this contract. The Contractor hereby undertakes to provide the Employer with all relevant details requested by the Employer of all employees, or Sub-Contractors who were engaged by the Contractor at, or within the preceding 3-month period, of the date of termination. These provisions will survive the termination of this Contract howsoever caused.

## **13.0 Diversity and Inclusion**

The Contractor shall comply with their statutory obligations under the Equality Act 2010, make it their practice not to treat one group of people less favourably than others because of the colour, race, nationality or ethnic origin in relation to decisions to recruit, train or promote employee.

The Contractor shall also observe the Commission for Racial Equality's Code of Practice for employment, as approved by Parliament in 1983, which gives practical guidance to employers and others in the elimination of racial discrimination and the promotion of equality of opportunity in employment including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities. The Contractor shall also comply with the requirements of the Equality Act 2010 and any other anti-discrimination legislation.

The Contractor is expected to work in a collaborative manner with the Employers designated Equality and Diversity Officer.

The Employer may request that tenant facing documentation be issued by the Contractor in a range of languages which reflect the profile of the Employer's tenant cohort, at no additional cost to the Employer.

## **14.0 Disclosure and Barring Service Checks**

All direct employees, temporary staff and approved Sub-Contractors shall have had the relevant DBS checks to cover working in occupied properties.

Any relevant information shall be supplied to the Employer.

## **15.0 Occupied Properties**

You will be working in homes which are occupied whilst the works are carried out. The Contractor must, through suitable instruction and training, always ensure that the workforce engaged in this contract (including Sub-Contractors) adopt a high standard of resident care.

Any additional staff brought in after the start of the contract must be instructed as above.

- The consumption of alcohol on the residents' premises is strictly forbidden.
- All residents must be treated with proper respect and the requirements of the elderly and those with special needs, including religious needs, must be sensibly and sensitively dealt with.

The Contractor must treat the property of the resident with respect. Specifically, it shall be brought to the Contractor's notice that they shall be working around the resident's own white goods in confined areas and must make all attempts to minimise disruption and damage. The Contractor shall be liable for any damage they cause to the resident's own property.

## **16.0 Identification**

The Contractor shall ensure all of his direct employees, temporary staff and approved Sub-Contractors shall carry their company and FHDC identification, in a form acceptable to the Employer, detailing the name of the Contractor, bearing a photograph of the tradesman and indicating they are bona fide contractors engaged on maintenance works for the Employer.

Such card will ordinarily contain the following detail and be dual branded with the Employer's logo:

- Photograph of operative
- Operative's name
- Contractor's name, address and telephone number
- Expiry date of card
- Unique reference / employee number

The identity card shall be produced every time access is sought.

### **17.0 Overalls, Badges and Signs**

All operatives shall always wear either overalls or jackets with badges clipped or sewn on which bear the name of the Contractor and the employee's name.

All vans and vehicles used in carrying out the works shall also bear the sign and name of the Contractor.

In addition, the employer may request for their own branding to be added to the vehicles in which reasonable and associated costs may be discussed.

### **18.0 No Smoking**

The Contractor shall not permit smoking or by their operatives or Sub-Contractors in tenants' homes or any other buildings or public areas. This provision extends to the prohibited use of electronic e-cigarettes and vaping devices.

### **19.0 Checking Compliance of Products**

Check all delivery tickets, labels, identification marks and, where appropriate, the products themselves to ensure all products comply with the specification.

Where different types of any product are specified, check to ensure the correct type is being used in each location. Check that:

- The sources, types, qualities, finishes and colours are

correct, and match any approved samples.

- All accessories and fixings which should be supplied with the goods have been supplied.
- Sizes and dimensions are correct.
- The delivered quantities are correct, to ensure shortages do not cause delays in the work.
- The products are clean, undamaged and otherwise in good condition.
- Products which have a limited shelf life are not out of date.

## **20.0 CHAS and SSIP Accreditation**

The Contractor will have Contractors Health and Safety Assessment Scheme (CHAS) accreditation and either hold or be working towards Safety Schemes in Procurement (SSIP) accreditation and maintain the same throughout the life of the contract.

## **20.0 General Quality of Workmanship and Materials**

All workmanship and materials to be used in the Contract are to be the best of their respective kinds and in accordance with current British Standard or Code of Practice as applicable, whether specifically noted or not, this shall be taken to denote the minimum acceptable standard of material or workmanship.

It is a requirement that all work shall be carried out in accordance with the best possible building and installation practice and methods.

Manufactured items shall unless specified to the contrary, mean manufacturer's standard products and installed/maintained in accordance with the manufacturer's instructions.

Operatives must be appropriately skilled and experienced for the type and quality of work being undertaken as specified elsewhere, however in general terms operatives shall:

- a) Take all necessary precautions to prevent damage to the work from frost, rain and other hazards.
- b) Inspect components and products carefully before fixing or using and reject any which are defective.

- c) Fix or lay securely, accurately and in alignment.
  - d) Where not specified otherwise, select fixing and jointing methods and types, sizes and spacing of fastenings in compliance with relevant British Standards. Fastenings to comply with relevant British Standards.
  - e) Provide suitable, tight packings at screwed and bolted fixing points to take up tolerances and prevent distortion. Do not over-tighten fixings.
  - f) Adjust location and fixing of components and products so that joints which are to be finished with mortar or sealant or otherwise left open to view are even and regular.
  - g) Ensure all moving parts operate properly and freely.
  - h) Not cut, grind or plane pre-finished components and products to remedy binding or poor fit without approval.
- CHAS and SSIP Accreditation

## 22.0 Asbestos

The Contractor shall demonstrate all operatives have received asbestos awareness training. If any perceived asbestos issue is identified, the operative(s) should cease work and immediately notify the Contract Supervisor who will seek the advice the Employer or their Representative.

Any asbestos removal or related work is to be undertaken by another contractor.

Access to the EMPLOYER's asbestos portal and communal register will be given at Mobilisation.

## 23.0 Defects

***The Contractor shall provide a twelve-month guarantee period (Defects Liability Period – DLP) on all work carried out and/or parts supplied.***

***The Contractor will seek the Employers written sign off at the end of each DLP.***

Any defects that occur shall be made good by the Contractor at his own expense.

## **24.0 COSHH Regulations**

The Employer endorses the concern over the damage that is caused to the environment through pollution and requires the Contractor to take all reasonable measures to control the damage to the environment resulting through works delivered under this contract, from C.F.C.'s, disposal of waste and other such issues and should comply in all respects to the current regulations regarding the Control of Substances that are Hazardous to Health (C.O.S.H.H.).

The disposal of such items is deemed to be included within the Contractor's tender.

## **25.0 Existing services to be maintained**

The Contractor shall be responsible for locating and protecting all services (drainage, gas, water, electricity, telephone, TV aerials, satellite dishes etc.,) above and below ground, or within the structure of the property during the works being undertaken.

Any existing drainage system, gas, telephone, TV aerial, satellite dishes, electric and water services to the premises and any adjoining premises shall be fully maintained during the progress of the task and the Contractor shall take all necessary steps to prevent any interruption.

No diversion of any of the existing services other than as indicated on any instruction, shall be carried out without the written agreement of the Employer.

Any temporary disconnection of the services which may be necessary in connection with the task shall be done at such times as may be directed by the Employer.

The Contractor shall be responsible for maintaining close liaison with the Employer and the public utility authorities to avoid any disruption of existing services.

Any costs which may arise due to damage/disruption of public utility services and/or equipment are to be at the Contractor's expense.

## **26.0 Damage**

If, during work, the Contractor damages something belonging to a resident, let them know immediately and apologise.

The Contractor must make good the damage caused within 10 days. If necessary, the Contractor shall replace or pay compensation for such items, subject to the agreement of the resident.

The Contractor shall inform the Employer of all such incidents and keep a written record.

## **27.0 Clearing Up**

Leave work areas in a clean and tidy condition.

Remove dust sheets and vacuum clean the affected rooms.

Relocate any furniture, fixtures and fittings moved to their original location.

## **28.0 Residents /Site Staff informed and satisfied**

Check all the services are in a safe and working condition.

Before leaving ensure the resident(s) or site staff are aware of the work that has been done and whether follow-on works are required.

Ask if they have questions and are satisfied with the work and attend to any minor issues identified before leaving.

## **29.0 Safeguarding**

The service supplier is to work collaboratively with the Employer in a joint effort to implement the Employer's safeguarding policy.

## **30.0 Security and Protection**

Care must be taken to ensure the comfort, safety and security of residents and adjoining householders during works. All necessary reasonable action to ensure the wellbeing of both the property concerned, and those

adjoining, is required. Operatives will use dust sheets and protective coverings whenever dust, dirt, paint, mortar or similar nuisance is liable to foul surrounding property, fauna or flora.

Care must be exercised when work is carried out in the vicinity of small children. Sharp tools, power tools, toxic substances etc. must be kept well out of reach. Areas where floorboards have been lifted, loft access exposed fire openings etc. must NEVER be left unattended.

Care and consideration will be given when working in the home of older, disabled or vulnerable residents, particularly regarding the restricting or hindering their movement around the house, tools and materials lying on floors are a trip hazard and should be avoided. In these situations, it is desirable to maintain an acceptable level of warmth and comfort.

Any complaint arising from a dispute in any form, between a resident and an operative must be referred IMMEDIATELY to the Contract Administrator.

If for any reason an operative feels unable to undertake specified work on a property, the Employer must be informed immediately.

In the interests of all concerned, whenever operatives encounter a difficult or potentially violent situation, they must leave the site immediately and contact the Employer's staff as soon as possible.

### **31.0 Inducement**

Any offer or suggestion of inducement to influence ordering of work or payment of costs will be interpreted as bribery / corruption and dealt with as outlined under the Conditions of Contract.

### **32.0 Gifts**

Any offer of gift or gratuity (e.g. seasonal 'perks') will not be accepted if directed towards specific personnel. Where a gift is deemed acceptable, it will be marked for the attention of the company secretary and acknowledged on the clearly expressed understanding that it benefits equally all staff of the Employer.

### 33.0 Private work

No work is to be undertaken privately for a member of the Employers Staff, or their close relatives.

**Note:** A relative is defined as a person's spouse, parent, grandparent, child, grandchild (including illegitimate children and grandchildren) brother and sister. Technically the term relative does not include any relationship that is not by blood, marriage, civil partnership or co-habitation, however, if considered close the same criteria should apply.

Notes should be taken if any private work undertaken for residents must be on a separate basis with no Employer involvement, or responsibility for payment. Whilst it is the responsibility of the resident to obtain permission from the Employer to carry out work of a structural nature to the property, the Contractor should ensure the Employer is aware of the intention to carry out such work.

### 34.0 Cessation

In the event of ceasing work for the Employer, the Contractor will hand back any keys, plans, specifications, other documents or equipment issued by the Employer.

### 35.0 Labour

Under no circumstances must any member of the Contractor's staff be:

- A member of the Employer's Board or Regional Committees, or related to or have a close personal relationship with any member of the Employer's Maintenance Staff or member of the Employer's Board or Regional Committees.
- If the Contractor employs a person who falls into one of the above categories or is linked in any way with other members of staff within the Employer, the Contractor must inform the Employer in writing. The Employer will discuss the matter and make a decision regarding issuing further work to the Contractor.

### 36.0 Key Holding

Whenever possible, work should be carried out or access obtained to premises when the tenant or representative is present.

Any other arrangement for key holding or unaccompanied access is discouraged. The holding of keys to a tenanted property will be arranged at the risk of the Contractor and must never occur without the specific agreement of the tenant.

### **37.0 Confidentiality**

Note should be taken to instruct operatives not to involve themselves in discussion with tenants, or others, of matters that may contravene reasonable requirements of confidentiality concerning the Employer's business or concerning other tenants, other properties or other contractors.

Equally operatives must not discuss or pass comment on appliances or systems that may lead to difficulties in the future.

Any enquiry from tenants or others concerning the Employer's business should be diplomatically redirected to the appropriate staff.

### **38.0 Sale of properties and additional new properties**

Whenever a property is sold the Employer will inform the Contractor to remove the address from the servicing list.

The Contractor will be informed of any new properties as soon as possible for them to be planned into the programme when they are due for servicing.

All new build properties upon occupation, are to receive a turn on and test. GS-B-003.

### **39.0 Communication with Tenants**

Most of the works will be in tenanted properties and the co-operation and goodwill of tenants is essential to the success of the Contract. Any promises or commitments of attendance made by the Contractor, his operatives or Sub-Contractors must be delivered.

The Contractor will, if invited, attend and become involved with resident panels and forums.

The Contractor will write relevant and engaging articles on subjects such

as energy efficiency, gas awareness, etc at no additional cost for publication in resident focused publications every 3 or 6 months.

The Contractor's pricing allows for regular, polite and multilingual communication with all tenants and for notifying the tenants in writing of their intention to carry out the works.

The Contractor shall comply with the following requirements:

- In Hours – The Contractor shall provide a freephone and “Low Call” telephone number to the Employer for the specific use of reporting of faults and making general enquiries and appointments. This number may be used by the Employer, the Employers Representative and residents. This number must be answered promptly and the person answering must identify himself or herself and deal efficiently and courteously with the call.
- Out of Hours – The same freephone and “Low Call” telephone number and conditions as in the previous shall apply and be used.
- As there is a requirement to take and act upon calls direct from residents, all persons who are receiving such calls shall have had some form of customer service training.
- The requirement for direct telephone access does not allow the use of answer phones or answering services. If the Out of Hours Service is managed from a location other than the Contractor's normal office, or by an alternative contractor, then the telephone number will be diverted to that location and must be fully declared to the Employer. It will be allowed for any call divert to be made to a mobile phone however should there be an issue with the mobile service then arrangement must be in place for a back-up divert to a landline telephone. Such number which is only to be used as a fall back shall be supplied at the onset.
- The Contractor will utilize social media and to receive and act upon all relevant enquiries or requests sent via email or through any current or future social media such as “Facebook” or “Twitter”. In addition, the Contractor will put some form of communication or enquiry facility on their web site and either

have or be working towards having a facility on their website to arrange or reschedule any type of appointment. A specific and dedicated email address will be supplied that will be publicised to all parties including residents.

- The resident's telephone number and all other contact details are to be regarded as confidential and must only be used for arranging access or imparting relevant information in respect of an ongoing repair.
- Where the Contractor has carried out external repairs in the absence of the resident, a card is to be left advising the resident that the works have been carried out.
- Upon receipt of an Order, the Contractor will immediately confirm access arrangements with tenants, or inform the Employer of any problem, which may lead to a delay or failure to complete the Work within the specified timescale.
- The Contractor will communicate with tenants and the Employer as required by the access procedure for the applicable workstream.

#### **40.0 Communication with the Employer**

The Contractor shall comply with the following requirements:

- In Hours – The Contractor shall provide a freephone and “Low Call” telephone number to the Employer for the specific use of reporting of faults and making general enquiries and appointments.
- This number may be used by the Employer, the Employers Representative and residents. This number must be answered promptly and the person answering must identify himself or herself and deal efficiently and courteously with the call.
- Out of Hours – The same freephone and “Low Call” telephone number and conditions as in the previous shall apply and be used.
- The Contractor shall provide the nominated Contract Supervisor and Contract Manager with a mobile telephone that can receive and send emails. The numbers of which shall be available for the use of the Employer and the Employer which must be answered promptly.

- The Contractor shall maintain such regular liaison with the Employer to ensure a high standard of service is supplied to residents. Every attempt must be made to maintain this contact.
- Further communication will be established by the Contractor to allow both the Employer and Employer direct access to live data, copies of completed certification and all other relevant data such as performance against KPI's, appointment details and repairs and servicing history on a read only basis. The Contractor will make proposals as to how this will be achieved. The Contractor will provide at no cost any training that is needed to relevant persons to enable them to utilise this facility.
- Upon receipt of an Order, the Contractor will immediately confirm access arrangements with tenants, or inform the Employer of any problem, which may lead to a delay or failure to complete the Work within the specified timescale.
- Anything found on site, or in discussion with the tenant, which conflicts with the work must be reported immediately to the Employer.

#### **41.0 Unofficial Instruction**

Should the Contractor be requested by a resident or other unofficial individual, to change, alter or modify in any way the Employer's instructions, the Contractor shall refer to the Employer Representative and obtain further instructions before proceeding. No payment shall be made for work carried out other than ordered by the Employer.

#### **42.0 Working Hours**

This Contract is for full 24/7 365 days a year coverage of all workstreams within the tender documents and appendix.

The Contractor is required to carry out all tasks between the hours of 8.00am and 20.00pm Monday to Saturday this will be classed as "In Hours" as part of the inclusive element of the Contract.

No additional payments will be made unless approved in writing prior to the works being undertaken this will be at the sole discretion of the Employer.

Installation work must ordinarily be carried out “In Hours” unless the prior approval of the Employer and resident in respect of occupied properties has been sought and agreed.

### **43.0 Control Point**

The Contractor must maintain throughout the Contract period resources within the contract area to be able to respond to emergency calls within the prescribed response times both in and out of working hours.

### **44.0 Parking**

The Contractor must make their own arrangements for the purchasing and display of parking permits to enable delivery of the services to properties.

No claim will be considered for any costs arising from this or for any failure to display a parking permit

### **45.0 Resident abuse or Damage to Property.**

All cases of suspected resident abuse or damage to property or appliances and systems covered within this contract must be reported immediately to the Employer.

The Contractor will need to provide such detail in writing or other format yet to be agreed and if required produce photographic evidence.

### **46.0 Residents Signature**

The Contractor must obtain the residents for all documentation in the appropriate place.

Should a resident find it difficult to provide a signature on an electronic document, then if requested a hard copy must be provided.

Provision of a signature will not indicate that work has been satisfactorily completed.

Should a resident refuse to sign as requested then a reason must be added to the documentation by the Contractor.

## **47.0 Customer Satisfaction Cards**

The Contractor must collect customer service data on behalf of the Employer for each and every job attended.

This must include as a minimum the questions below

- a) Reason for the attendance
- b) Time and date of attendance
- c) Were the works completed at the time of this visit?
- d) If not have you been given a 'next appointment' date?
- e) Was the engineer polite and on time?
- f) Any other comment

All responses must be supplied by the following means:

- A means of collecting satisfaction data to be built into the data collection device used to record data (PDA) or similar.
- This will be confidential such that the engineer is not aware of the answers given all responses are to be supplied weekly and reconcile with the work log for each appropriate week.

In any event the Employer will be making their own arrangements to collect satisfaction data and the Contractor will co-operate in this respect by providing such information as is required to enable data to be collected by text message or other such means.

Furthermore, the Employer will require the Contractor to collect their and collate their own satisfaction data and supply details of their findings within the Monthly Contractor Report for each applicable workstream (to be provided within the first 5 working days of the next month that the report relates to).

## **48.0 Approved and/or Preferred Products**

Where a product, material or part is either specified or noted as being preferred, this means other products, material or parts can be equal or approved, in all cases it should be noted that approval will not be unreasonably withheld to use anything of similar quality provided there are

benefits in so doing.

The Contractor will however fully demonstrate any such benefits at the point of seeking approval prior to any approval being granted.

Approval will be at the sole discretion of the Employer, any products, material or parts that are fitted without the Employers written approval will be replaced by the Contractor at no additional cost to the Employer.



# **Domestic Heating**

## **Appendix B**

### **General Particulars**

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## 1.0 General

This Contract is a '**Fully inclusive Risk and Reward' Contract** (FIRRC) for the service, maintenance / breakdown repairs and upgrade works to the Councils Gas, LPG and Solid Fuel Boilers and associated equipment.

Full operational compliance of all heating, hot water systems, their pipe work and controls are to be included for within the fully inclusive' **one 12<sup>th</sup> payment part of this Contract**

All call outs and repairs as above must be attended and completed within the Contract timelines and all cost accounted for within the inclusive cost

All Upgrades and new projects must be undertaken by the Contractor and included in their cost from inception to completion as an all-inclusive piece of work in line with, this includes the Production of all designs, design drawings, schematics and As built drawings, O&M's.

The following applies for all Call outs where upon attendance, equipment is not working:

In the first instance all **reactive/responsive repairs** must be made **with like for like parts** where they are available

**Where like for like parts** are not available, a repair must still be made **with replacement parts** that enable for a permanent repair to be made, in the eyes and terms of the contract there is no difference between a like for like repair or a repair made with replacement parts by a different manufacturers / make or model even if this is a so called temporary repair whilst a better more long term solution is found.- **a repair made with replacement parts is not classed as an upgrade but a repair and forms part of the fully inclusive response repair contract.**

Where a first-time fix cannot be made the Contractor must reattend as soon as possible, keeping the EMPLOYER updated on progress at all times, all performance targets will remain open on the original timelines until the repair is made and the KPI for that repair will be taken from the original reporting of said repair.

Any upgrades are at the sole discretion of the EMPLOYER only.

***There are no exclusions within the responsive repairs / risk and reward element of this contract.***

As above where the Contractor feels a longer-term upgrade is required, they must make every effort to maintain service and/or provide a temporary solution whilst on site as a first time fix.

***This is a collaborative contract; the EMPLOYER is expecting and will require the Contractor to work with them to execute this element in a fair and reasonable way for both parties***

This tender and Contract is for the service/maintenance, breakdown and repair works to all dwellings within the Property Matrix in Appendix I

This inclusive service will include giving residents energy efficiency and system operation advice as required and all tenant engagement and Resident liaison services.

The extent of the cover of the inclusive service for the appliances and systems is defined as follows. For domestic properties this will be a per property rate with a differential for fuel type and this will cover all works pertaining to Employer owned or managed appliances and systems found within any property.

***No additional payments will be made for any VOID works.***

***See Appendix E for the full voids process, procedure and areas covered.***

The Contractor will also work with the current and any future preferred appliance manufacturers to become authorised to carry out warranty repairs such that there will ordinarily not be a need to involve a third party in effecting any repair.

It is possible that there will be a small number of cooking appliances owned by the Employer, these must be serviced to manufacturer's instruction and a safety check carried out. Tenants own cooker facilities are to be noted on the Landlord Gas Safety Record (LGSR) as are electric cookers however these are to only have a visual and safety device check not a full service.

Any resident owned gas fires are to be recorded on the LGSR, however,

only the chimney is to be checked (see below). There is no requirement to carry out any repair work or provide any parts to any resident owned appliance other than to make the situation safe. Any failures are to be notified to the Employer immediately using the appropriate paperwork.

***Also, as part of the FIRRC*** - All flues and Chimneys connected to any appliance must have the appropriate checks carried out by a qualified chimney sweep including a CCTV report and this must be recorded on the LGSR.

***Any failures are to be notified to the Employer immediately using the appropriate paperwork.***

## 2.0 Operational Management of the Works

The Contractor will as minimum provide a management and Operational team that includes the following or their equivalent:

- Contract Manager
- Senior Working Contract Supervisor (Full time On site)
- Resident Liaison Officer (Full time on site)
- All staff are to be SOLEY dedicated to this Contract (including all engineers, RLO and office based administration staff).

The Contractor's Supervisor and Manager shall be competent and will be approved by the Employer (whose approval may be withdrawn at any time). Such authorised qualified Supervisor or Contract Manager must be able to receive and act upon (on behalf of the Contractor) all instructions, directions or orders issued by the Employer or his representatives.

The Contractor is required to operate a fully functional local office within 35 miles of the Civic Centre, CT20 2QY, providing welfare and meeting facilities as well as a reliable internet and communication infrastructure.

The Employer will provide a representative and other nominated person who will oversee and manage all aspects of the works.

Exact roles, responsibilities and other duties together with all contact details will be determined and provided prior to the start of the contract.

The management provision will include but is not limited to attendance at meetings and workshops, potentially with other contractors, for the purposes of:

- Contractor liaison,
- Process mapping,
- Performance review,
- Progress review,
- Planning and resident communication value engineering

### **3.0 Pre-Start and Progress Meetings**

There will be a minimum of six in person pre-start mobilization meetings between when the Contract is awarded and 31<sup>st</sup> March 2026 at the Folkestone & Hythe Civic Centre in the period leading up to the start of the contract and however many MS Teams meetings to enabled the Contract to be mobilised to the satisfaction of the Employer.

The primary purpose of such meetings will be for the Employer to be appraised of progress and to identify and deal with issues in respect of Contracts mobilisation and for key persons roles and responsibilities to be confirmed and for all specifications to be discussed and agreed, any outstanding Contract particulars to be discussed and agreed along with any other areas that may come up by wither party as part of the mobilisation.

The effectiveness of the mobilisation plan will be jointly assessed by the Employer and the Contractor during this period and will be updated on an ongoing basis throughout the mobilization ready for full implementation from 1<sup>st</sup> April 2026.

The Contractor will provide a mobilisation plan detailing their process through the three main stages prior to contract start.

- a) Planning
- b) Understanding the contract requirement
- c) Having the capabilities to deliver the required service
- d) Estimating

- e) Projecting the resource levels required
- f) Resourcing
- g) Employing the desired skill levels where there may be gaps
- h) Assigning resources to cover the contract

Once the Contract commences, Monthly Contract meetings will until or unless agreed be hosted by and take place at the offices of the Employer every two weeks for the first 2 months of the Contract thereafter should go to monthly depending on performance.

The Contractor will be required to provide a monthly Contractor report 5 working days before each monthly progress meeting, the format of this report will be agreed at mobilization.

Such meetings will be recorded, and minutes distributed by the host.

A standard agenda will be agreed, and meetings will be arranged 3 months in advance for the 3<sup>rd</sup> week of every month.

The Contractor will be required to send a Senior Management representative to all of the STAP and Independent Living forum meetings, attendance would be required every 6 months.

#### **4.0 Details of Operative Qualifications and Assessment**

The Contractor will supply at least one month prior to the start of the contract the details of the Operatives and their qualifications who will or could potentially be working on the contract together with the types of work they will be undertaking. This is to be updated every month and upon any changes of operative.

- a) For gas works, documentary evidence is to be supplied in the form of copies of certificates from the assessment centre or accreditation body indicating that the appropriate ACS and other relevant elements have been completed and are in date for each operative together with exact details of the types of work to be undertaken by that operative.
- b) The Employer or their Representative will confirm that such ACS elements are appropriate for the works to be undertaken.

The current Gas Safe ID and registration card alone will not be accepted as proof that the assessments have been taken and passed.

Current Microgeneration Certification Scheme (MCS) accreditation is required in respect of each type of renewable technology appliances.

Current Heating Equipment Testing and Approval Assessment Scheme (HETAS) and Oil Firing Technical Association (Oftec) accreditations are required for Solid Fuel and Oil respectively.

Current National Inspection Council for Electrical Installation Contracting (NICEIC) registration is required for all operatives working on electrical appliances or systems and where needed to comply with Part P of the building regulations.

For unvented hot water systems and thermostatic mixing valves operatives must comply with Part G of the building regulations that requires an approved course to have been taken and passed.

For operatives to be able to give energy efficiency advice in accord with Part I of the building regulations, they must have completed and passed a City and Guild course in energy efficiency or completed and passed an approved equivalent.

Although no Legionella and L8 works is required under this contract it is preferable that operative working on commercial systems should have attended an appropriate training course in Legionella prevention.

As with the gas National Accredited Certification Scheme for Individual Gas Fitting Operatives (ACS) accreditation, documentary evidence will be provided to support the previous accreditation and registration requirements.

- a) The Contractor will also demonstrate the operatives have experience of working with or have received training in respect of the type of appliances likely to be encountered whilst working on this contract. If such evidence is not readily available, then the Contractor will demonstrate that operatives are to receive appropriate training.
- b) Whenever an operative leaves or a new operative starts the Contractor

must inform the Employer immediately. New operatives must satisfy the criteria as stated in (a) and (b) previous before commencing work on site. Under no circumstances must any operative be allowed onto site without first having satisfied these requirements.

- c) The contractor will train their operatives throughout the term of the contract on the latest technologies and thinking such that their operatives are able to achieve and maintain accreditations to allow them to undertake works on all appliances and systems as currently exist on the works and any future technologies that may arise during the term.

## **5.0 Operative Skills Matrix**

The Contractor will maintain and present to the Employer and or their representative at regular intervals a detailed skills matrix. The matrix must include all relevant accreditations, specific license numbers, awareness and relevant job specific training pertaining to the operatives operating on the contract.

The Contractor will provide a copy of this schedule monthly or at intervals requested by the Employer. In addition, the Contractor must also provide an update skills matrix as and when new operatives join to leave their organisation.

## **6.0 Contractor Reports**

The Contractor will provide at the onset of the contract and maintain on a monthly basis thereafter a fully computerised system for recording all current and previous gas servicing and repair information, access and appointment information, repair history and installation information necessary to enable the Employer to fulfil their role as a Landlord under the Gas Safety (Installation and Use) Regulations 1998 as amended 2018 or as promulgated and all other information relating to the contract.

Furthermore, all such information may need to be recorded by the Contractor on the Employers choice of software (for example, NEC). To facilitate this there may need to be a direct two-way communication link between Employer and Contractor's systems or other means of data

exchange.

The Contractors should send the following reports based on the frequency provided in brackets:

- a) Completed services from the previous day (daily)
- b) No access from the previous day (daily)
- c) Servicing program (daily)
- d) Work In Progress sheet (daily)
- e) Detection Reports (weekly)
- f) Call logs (weekly)
- g) Third Party auditing progress sheet (monthly)
- h) Engineer Productivity Report (Monthly)
- i) Repairs completed (monthly)
- j) Installations (monthly)
- k) (Missed) Appointment failure and reasons (monthly)

#### **a) Completed Services**

This should include the UPRN and address, the type of LGSR i.e. annual service Mutual Exchange, Void, Recommission etc, the date of the completed LGSR and the engineer completing the LGSR.

#### **b) No Access**

This should include the UPRN and address, and all properties where an engineer has reported having a no access from the previous day, this is also to include the engineers name.

#### **c) Servicing Program**

This should include the UPRN and address, the expiry date of the LGSR, the number of days until the property expires, the date the first appointment letter was sent out and the date of the booked appointment; also the date of the second letter sent and the date of the second booked appointment. This will also include whether there are any further booked

appointments with the date of said appointment, and whether this is confirmed with the resident or not.

#### **d) WIP**

The WIP should include the UPRN address, the date the job is first reported, the job priority / SLA, whether the property has heating and hot water and whether the job has a booked appointment. The WIP should include all open repairs, chargeable works and voids.

#### **e) Detector Report**

This should include the UPRN and address, the type of detector i.e. smokes, heat or CO, the location of the detector and the expiry of each detector. If any detector in the property is out of date, the employer should be notified on the day of the visit to the property.

#### **f) Call Log Report**

This should include a breakdown of the daily calls received, calls answered, the average wait time and the average call duration. The backup data is to be provided to show the incoming callers telephone number, property address of caller (if applicable) and the length of time in the queue waiting to speak with a call handler.

#### **g) Third Party Auditing progress Report**

A report should be provided monthly showing the amount of open jobs for as raised by the auditing company, and what action has been taken by the Contractor to remedy the open issues.

#### **h) Engineer Productivity Report**

This is to include a list of engineers working on the contract within the month prior. This will list the total number of jobs each engineer has done for repairs, servicing, installations, chargeable works and no accesses.

#### **i) Completed Repairs Report**

This should include the UPRN and address, the date that the repair was first reported and the date completed. This will include the SLA the job was raised against, and whether this was achieved.

### **j) Installations**

This should include the UPRN and address, the date the boiler referral was sent to the Employer if applicable, the date that the Employer approved the costings, the approved quotation, the installation date, whether it has been passed to the third-party auditing company, and if the completion pack has been provided.

### **k) (Missed) Appointment Failures**

This should include the UPRN and address, the booked appointment date, whether this was a confirmed appointment with the resident, and why this appointment was cancelled. It should also state whether contact with the resident was made and whether a new appointment has been agreed / carried out.

If the Information Technology system used on the Contract fails, the Contractor will use a manual system to maintain the service provision during the interim repair period.

The Contractor will also provide the Employer (in a format to be agreed) via a web- based portal or other means, electronic access to live and current information relating to the service and breakdown information including all current Landlord Gas Safety Certificates.

## **7.0 Access to Records**

The Contractor shall allow the Employer full access to all records stored either electronically, in paper format or in any other format that pertains to any element of the contract or works associated with the contract.

Such access must be given, provided reasonable (normally 5 working days) notice is given by the Employer of his intention to require access to records.

This access is required purely for the purposes of auditing and verification

The Contractor shall also permit any auditor employed by the Contract such access as described in the previous paragraph.

All records remain the property of the Employer and upon completion of the Contract (For whatever reason) all records pertaining to all elements of the

Contract must be returned electronically to the Employer within 4 weeks of the end of the Contract. This includes but is not limited to:

- a) All appointment Information
- b) All Service Records
- c) All Certification for the duration of the Contract
- d) All Asset (Heating & Hot Water) Information EG: Boiler make & model, GC Number, date of Installation.
- e) Warranty Information

The Contractor must always ensure compliance and be registered in accord with the Data Protection Act.

## 8.0 IT and Electronic Landlord Gas Safety Records and Certificates

The Contractor will supply all LGSRs and any other certificates electronically as a pdf file. Other file formats may be considered and approved if there is no conflict with any existing process and any other file format can be used in the same fashion as a pdf.

To facilitate this, the Contractor will need to have in place a programmed system in the form of Personal Digital Assistants (PDA's) or similar that can produce LGSR in an electronic format which will be used on this Contract. Other similar systems will be acceptable provided the output data and data recorded meets the Employer's requirements

As Part of the Tender process, the successful applicant will be required to provide a platform that fully integrates documents with our internal system.

Documents defined as 'Satisfactory' / 'Pass' certificates only - via your internal QC process – must be available in real time - via a secure network platform provided by yourselves - such that these documents can be exchanged electronically in a timely fashion with our document repository.

Additionally, it is vitally important that the document naming convention follows a clearly defined ruleset and that summary information for any processed documents is also provided in the form of a metadata file.

For the automated loading of certificates, the supplier must provide a metadata file which lists the certificates to be loaded and should have the following columns:

"Propref","doctype(we need to confirm this with each supplier)","service\_name","file\_date","status","document\_name","Certificate\_date" E.g. "SDCPRO160120Z01200","AGASCERT","HO","29-07-2024","1","SDCPRO160120Z01200\_LGSR\_26-07-2024.pdf","Certificate date 26-07-24"

***Example of the way a PDF document needs to be titled, substitute Certype for LGSR or whatever the certificate type is EG: EICR etc. making sure all under spaces are included.***

The pdfs need to be named in the format: **UPRN\_Certtype\_DD-MM-YYYY.pdf** (date also being the certificate date)

Historic information relating to processed documents must be retained and provided as and when required. A full audit trail of all processing and the passing of data must also be provided on an on-going basis. A clear differentiation must be made by document type and between current and historic documents.

The cost for this must be borne by the applicant.

The Engineers must be equipped with mobile handheld devices to enable the recording of all work (on site or desktop), including relevant photographic evidence when on site and transmitted directly to the Contractors IT system.

Once certification from the Contractors is audited and any remedial actions corrected, and a new certificate issued by the Contractor to the consultant to validate before enabling via a direct links to the EMPLOYER's data management system (NEC / Northgate) in the form of electronic file transmission (SFTP – secure file transfer protocol)

The Contractor shall provide monthly a year-to-date report, the service data shall be provided via a suitable web-portal service to cover all data within monthly performance reports that clearly demonstrate the service level performance of the stated contractors with photographic evidence of findings

to enable the effective management of actions resulting from the Contractors remedial activities.

***The Contractor must have a web-portal service platform including a fully functioning 'Residents and Employer desktop portal for both the Employer and its residents to view and change appointments either service or repair appointments***

All information provided in the web-portal shall also be fully downloadable in a CSV file format for offline reporting and forwarded to FHDC as and when requested, timings will be agreed at mobilisation.

Reports shall provide year to date and in month results with a priority rating assessment to easily identify underperforming contractors/Contractors as appropriate to the scope of the contract.

At the end of the Contract, the Contractor will provide in a form agreed by the Employer a complete data set and all compliant certification appertaining to each workstream for the duration of the Contract at no additional cost to the Employer.

## **9.0 System Failure**

The Contractor shall ensure that system failures and faults are risk assessed and responded to in order of priority (Service Users rated as high risk should be treated as priority over all other callouts).

Any failure of equipment which affects the safety, security or wellbeing of a resident(s) shall be rectified on the first visit if possible, and in all cases the Contractor operative shall not depart until the safety and security of the property is restored.

## **10.0 Notification of System Status**

The Contractor shall inform the Employer or Employers Representative at the time repair works are completed.

Where the Contractor's operative is aware that he/she will be unable to return a system to service and before leaving the property, he/she shall inform the Employer or Employer Representative.

Where the Contractor becomes aware of the need for further work outside the scope of the fault, he shall advise the Employer and Employer Representative within 24 hours. In the case of a Health and Safety issue presenting an immediate or significant risk, he shall advise the Employer and Employer Representative immediately by phone and provide further details in writing by email.

### **11.0 Maintaining Compliancy**

The Contractor will maintain a minimum level of compliancy of gas safety inspections at 100.00%.

Compliancy will be calculated as follows:

$$\frac{((\text{No of properties requiring an inspection}) - (\text{No of properties with expired LGSR})) \times 100}{(\text{No of properties requiring a gas safety inspection})}$$

### **12.0 Managing Rejected Records, Defective and Remedial Works**

The Contractor will provide a process to address any issues in respect of rejected LGSR, unsatisfactory work, and remedial work.

Such processes will identify how such matters are recorded, the actions taken to address the issue and the actions taken to close the issue or complete remedial work.

All rejected records must be corrected before submission electronically to the Employers Representative for upholding to the Employers IT system

### **13.0 Non-Compliance with Employers Instruction and Unsatisfactory Work**

The Contractor will comply with all reasonable requests of the Employer that either pertain to the work or that are in respect of rectifying a defect.

Should the Contractor; after a notice period of five working days has lapsed, fail to comply with said instruction or remove or make good any defective or unsatisfactory work when ordered to do so by the Employer, the Employer shall have the power to take the work out of the Contractor's hands and cause the work to be completed and/or make good the

unsatisfactory work by others and may offset, from any money due to the Contractor, the full amount of any costs incurred in so doing including the Employer's administration costs. No payment will be made for such unsatisfactory work.

The Contractor shall ensure all defects/faulty workmanship of whatever nature is corrected at the Contractor's sole expense to the entire satisfaction of the Employer.

## 14.0 Quality Control

The Contractor will implement a robust and well-defined Quality Management System for all elements of works and or services. These systems will require the implementation of standard forms and procedures that the Contractor shall allow audit and inspection by the Employer Representative with the aim of ensuring their use throughout the term of the contract.

In addition to complying with the above, the Contractor will also provide a consistently high quality of service using high quality standards for its management processes including accreditation to recognised Quality Management Systems and Investors in People, etc.

The Contractor will implement a regime of **onsite quality control Inspections** across all aspects of the completed works.

The figures below are for month one to three of the first year of the Contract at the sole discretion of the Employer these percentage levels may reduce based on performance .

As a minimum the volumes of these inspections each month will be:

- a) 20% intrusive quality control audits on completed servicing and safety checks
- b) 20% on repairs/breakdowns
- c) 20% on works falling outside the scope of the contract and paid for as an additional amount

- 100% on new heating installation and boiler replacements

For all Inspections the Contractor will provide to the Employer a means of how they have made the following decisions:

- a) Selected of properties for audit
- b) How they intend to regularly audit engineers desktop certification and onsite works **(Any engineers with a Inspection failure rate of more than 10% within a month must be escalated to the Employer with actions proposed and taken by the Contractor EG; Further training – Removal of Engineer from Contract etc.)**
- c) Result of the Quality Control Inspections will be presented at each Monthly progress meeting together with actions taken to resolve any issues identified and additional information as to steps taken so that any failing do not happen again.

## 15.0 Repeat Failures

The Contractor will proactively manage the quality of all staff and the resulting quality of works undertaken all areas and workstreams within the Contract

The Contractor is to carry out a continuous trend analysis to assist in quality improvement or in certain circumstances removal of the individual from the contract.

The Employer will have independent quality audits carried out by a third-party QA company. The Contractor will co-operate fully in that respect by providing access to all records and details of the Contractor's audit regime.

The Contractor will remedy any failures including returning to site within an agreed timescale at their own cost.

Written and Photographic evidence will be provided to include re-certification.

## **16.0 Dissatisfaction / Complaints from Residents**

There is no difference between a Resident or Employer dissatisfaction and/or complaint.

Any final decisions on a dissatisfaction, complaint will be at the sole discretion of the Employer, this will include all compensation or goodwill payments irrespective of whether it is as a result of an 'official complaint' or dissatisfaction by a resident and or the Employer.

Where a dissatisfaction has been logged by the resident and or the Employer that is not classed by the Employer as an 'Official Complaint', a compensation payment will be made, in this case the payment will be classed as a 'Goodwill Payment'

In all cases where the Contractor receives a dissatisfaction enquiry or 'Complaint' this must be passed straight to the Employer.

Where the Employer receives a dissatisfaction enquiry or 'Complaint' the Employer will write to the Contractor within 5 working days, the Contractor must reply to the Employer within 5 working days providing full details including documentary evidence of when the tenant(s) was visited, work history, detail of any unavoidable delay in attending or completing repair work and their compensation proposal below.

In the case of an argument or dispute with a resident the Contractor may be required to show what disciplinary action has been taken against the operative.

On receipt of the necessary information the Employer will review all the evidence and make known their findings to the Contractor within 5 working days.

The Contractor is to respond to the Employer without prior communication with the resident.

The Contractor must not discuss any compensation proposal with a resident or other persons, their Compensation proposal must be sent to the Employer for review and agreement.

Once the Employer has agreed with the Contractors proposal the Contractor is to contact the resident to obtain the payment details of the resident so that payment can be made.

All payments must be made to the resident within 5 working days of the Employers/Residents acceptance

The contractor will report to the Employer upon complaint statistics within the Monthly Contractor Report See (to be provided within the first 5 working days of the next month that the report relates to.

All dissatisfactions and Complaints will be discussed and documented at the Monthly Contract Meeting or sooner if required.

***The formal KPI for Complaints/Dissatisfaction and Goodwill Payments are in Appendix F and F1***

## **17.0 Compensation / Goodwill Payments to Residents**

At the sole discretion of the Employer the Contractor will provide compensation for residents for but not limited to the following reasons whether it is an 'official complaint' or not:

- a) For any missed appointments for whatever reason or workstream EG: Servicing, Repairs/Breakdowns, Installation work. (Once approved by the Employer paid to the resident)
- b) Any Resident / Property left without full working Heating and Hot Water services after 3 days. (Whether temporary Heaters and a working immersion have been left working or not)
- c) Failure to complete Repairs/Breakdowns, Installation work within the KPI (Once approved by the Employer paid to the resident)
- d) Failure to attend VOIDS and successfully pass back a VOID with all outstanding work (agreed at the first VOID visit) completed within the KPI (Paid as a credit to the Employer on the monthly application)
- e) For any damage to property/possessions or property as a result of carrying out works. (Once approved by the Employer paid to the resident)

All costs incurred by the Contractor for compensation payments are

deemed to be included in the tender sum.

If a complaint is upheld by the Employer following investigation, the Employer will request the Contractor to issue appropriate compensation in accord with the detail below:

The Contractor shall pay direct to the resident an amount for failure to deliver the service as follows:

- a) For any missed appointments for whatever reason or workstream EG: Servicing, Repairs/Breakdowns, Installation work. (Once approved by the Employer paid to the resident)

£30.00 per missed appointment.

EG; 6 Missed appointments x £30 = £180.00 payable

- b) Any Resident / Property left without full working Heating and Hot Water services after 3 working days (Whether temporary Heaters and a working immersion have been left working or not)

£20.00 per day/s (to include the cost of usage of temporary) heating.

EG: 6 Days x £20.00 £120.00 payable

- c) Failure to complete Repairs/Breakdowns, Installation work within the KPI (Once approved by the Employer paid to the resident)

£20.00 per day/s (to include the cost of usage of temporary) heating.

EG: 6 Days x £20.00 £120.00 payable

- d) Failure to attend VOIDS and successfully pass back a VOID with all outstanding work (agreed at the first VOID visit) completed within the KPI (Paid as a credit to the Employer on the monthly application)

£20.00 per day/s

EG: 6 Days x £20.00 £120.00 payable

- e) For any damage to property/possessions or property as a result of the Contractor carrying out their works. (Once approved by the Employer paid to the resident)

Compensation in this case is dealt with on a case-by-case basis.

## 18.0 Annual Reviews

The annual review process will commence one month prior to the conclusion of each 12-month period. The scope for the areas of improvements in the following year will be determined as a part of the review process.

This will be attended by all key persons working on the contract up to and including one director. The performance review is intended to be a fair and balanced assessment of the contractor's performance. The objective of the annual review is to provide all contracted staff an opportunity to:

- Discuss contractual performance
- Review KPI's and set goals for improvement as necessary
- Establish objectives for contributing to Employer's goals
- Review processes and gather any points of learning that may improve contractual efficiencies

How such data is to be transferred is still to be determined however they are to be sent on daily basis to a nominated email address or addresses.

Each batch of LGSR is to be as follows:

- Single pdf file for each record
- File name convention to include property reference number, date and part of address.
- Batch Summary file in the form of a CSV or spreadsheet file to accompany each batch containing details of documents in batch to include:
  - Document name ending with '.pdf'
  - Employers Property Reference Number (UPRN)
  - Certificate Date
  - Certificate Number
  - Operative Name

**NOTE:** The above is not exhaustive, the Employer reserves the right to request additional data as stored within the Contractor's system to be included within each batch summary file.

## **19.0 Service for Leaseholders and PSL**

The Employer may have a future responsibility to other customers such as Leaseholders and Public Sector Leasing landlords. The Contractor may have an opportunity to provide a market competitive fully inclusive maintenance plan including providing a Landlord Gas Safety Record to those Leaseholders who wish to participate in the scheme.

The management of receipt of payments will be the responsibility of the Contractor directly with the Leaseholder

## **20.0 Gas Safe Register Membership**

The Contractor shall be a member of the Gas Safe Register or any other such similar body that may take its place during the term of contract. The Contractor will maintain membership throughout the life of this Contract.

De-registration and/or loss of membership will be treated as a fundamental breach of contract and notice given in accordance with the Contract.

## **21.0 N.I.C.E.I.C., MCS, HETAS, Accreditation or Membership**

The Contractor shall be a member of or accredited to the National Inspection Council for Electrical Installation Contracting (N.I.C.E.I.C.), MCS, HETAS and Oftec or other approved bodies that may take their place during the term of contract. This accreditation and membership shall be maintained throughout the life of the Contract as appropriate and required by the maintenance and installation works required to be undertaken.

De-registration and/or loss of such accreditation and/or membership may be treated as a fundamental breach of contract where such would stop the Contractor from being able to complete any maintenance and installation works that are required to be undertaken and notice may be given in accordance with the Contract.

The Contractor shall comply with all current statutory legislation and requirements contained within but not limited to the following:

- a) Gas Safety (Installation and Use) Regulations 1998 as amended 2018

- b) Gas Safe Register Essential Gas Safety and Gas Installer Manuals
- c) Management of Health and Safety at Work Regulations 1992
- d) Electricity at Work Regulations 1989
- e) IEE Regulations (latest Edition and amendments)
- f) Health and Safety (Safety Signs and Signals) Regulations 1996
- g) Health and Safety (Young Persons) Regulations 1997
- h) Personal Protective Equipment at Work Regulations 1992
- i) Provision and Use of Works Equipment Regulations 1998
- j) Manual Handling Operations Regulations 1992
- k) Workplace (Health, Safety and Welfare) Regulations 1992
- l) Display Screen Equipment Regulations 1992
- m) Construction Act 1996.
- n) Construction (Design and Management) Regulations 2007
- o) Construction (Health, Safety and Welfare) Regulations 1996
- p) Construction (Head Protection) Regulations 1989
- q) Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1990
- r) Control of Substances Hazardous to Health Regulations 1994 (COSHH)
- s) Control of Pollution (Amendment) Act 1989
- t) Asbestos Regulations 2006
- u) IEE Regulations BS7671-2008 17th Edition
- v) General Data Protection Regulations (GDPR) 2018

- w) Freedom of Information Act 2000
- x) Equality Act 2010
- y) Electrical Installations British Standard BS 7671
- z) Ventilation for buildings. Air handling units. Mechanical Performance BS EN 1886
- aa) Water Treatment Management BS 7593
- bb) All relevant current British Standards

The above list is not exhaustive. Any Legislation, Regulation, Approved Code of Practice(s) or Statutory responsibility including any subsequent amendments that is or could be construed as relevant to the scope of this contract is deemed to be a required standard and therefore the Contractor is expected to make sufficient provision for any such requirement.

All products, equipment, materials must comply with and installed/maintained in accordance with the current relevant British Standard or Code of Practice.

Products, equipment, materials may be substituted at the Employers discretion by a product complying with a grade or category within a European Community Standard or other international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, fitness for purpose and, where relevant, appearance

## **22.0 Works to be Considered to be Outside of this Contract**

Where the Contractor believes works are outside the scope of the inclusive element of the contract or where they believe they should receive payment to complete works then the Contractor will evidence such contention.

This may include:

- Providing written confirmation from a parts supplier or manufacturer that a component or part is obsolete and that no other equivalent part can be sourced.
- Details as to why such a request is not believed to be covered

within the scope of the contract

- Details of any clauses that would specifically exclude the matter from the contract cover.
- Proposal options to resolve the matter together with itemised cost make up as below

IE; Tendered Labour rate x No of Hours

Itemised materials and merchant proforma invoice

Any itemized plant proforma Invoice

Subject to the previous being duly provided the Employer will then use the details supplied to decide whether payment is due or not.

### **23.0 Exclusions**

Other than the items below everything else is deemed to be costed with the Contractors FIRRC tender submission and paid via approved application as a 1/12 monthly payment.

***Any areas where a tenderer is unclear must be highlighted before award stage as there are to be no further clarifications once the Contract is awarded and no additional costs will be considered.***

The following items are excluded from the Contract.

- a) Any works caused by willful damage by others, this will be on a case by case basis at the sole discretion of the Employer and written approval must be sort before any works are undertaken.
- b) Making good any damage resulting from fire, flood, lightning, explosion, storm, tempest, frost, other natural hazards, war and civil disorder other than that caused by the negligence of the Contractor or its employees.
- c) Any work as a result of failure of the public electricity, gas or water supply to the system.
- d) Any loss, damage or liability not caused by the negligence of

the Contractor.

- e) Any work to the building, fixtures and decorations, furniture and fittings of the building in which the appliances and systems are situated arising out of any cause whatsoever other than the negligent or wrongful act of the Contractor, their employees or agents.
- f) The replacement of decorative non-functional parts, trims and cases except where such replacements are required as a result of the negligence of the Contractor.
- g) Correction of any installation which is not in accordance with the current Gas Safety (Installation and Use) Regulations as amended 2018 or Statutory Obligations which may give rise to dangerous conditions unless as a direct result of any works carried out by the Contractor where the Contractor will have to correct at their own expense.
- h) Alterations of existing systems to accommodate other trades or at the behest of the Employer

## **24.0 Arrangements**

It is the responsibility of the Contractor to ensure that plant, materials and labour will be available to undertake the Work at the arranged time, or immediately to seek approval of tenants and the Contract Administrator to amend the arrangement where a delay is inevitable. It is imperative that explanations for delays are communicated to Tenants and Contract Administrators as soon as possible whenever they arise.

## **25.0 Notice**

Due notice must be given whenever it is necessary to disconnect services or interrupt the use of access or amenities, and such interruption should be kept to a minimum. The Contractor is responsible for ensuring, where appropriate, any statutory consents (i.e. scaffolding on a pavement) are obtained before work commences, and that any statutory notices (i.e. building regulation notices) have been applied for as appropriate.

## **26.0 Credit for Materials**

All old lead, copper or other secondhand materials or other articles or materials remaining after the execution of the tasks, which are not required, are ordinarily to become the property of the Contractor with the exception of copper hot water storage cylinders, these will revert to the ownership of the Employer. However, the Contractor will purchase them from the Employer for a sum of **£50.00** per occasion.

This will be shown as a credit on each monthly application

The Contractor will dispose of all materials at their cost to a certificated disposal site and provide all waste management certificates on a monthly bases.

## **27.0 Store for re-use**

Where old materials are described as 'store for re-use' (i.e. existing decorative light fittings etc), the Contractor shall take all risks of damage in removal and shall replace any damaged or defective work, materials or missing parts at his own expense. The Contractor shall make allowance for this within the rates for the works for all that is necessary for the completion of the works to the satisfaction of the Employer.

No claims will be considered for such items that could not have been reasonably foreseen.

## **28.0 Making Good**

Any damage caused by the Contractor's negligence must be made good to the satisfaction of the Employer, at no cost to the Employer.

The rates given for all items included in this contract shall be deemed to include all making good required irrespective of whether it is or is not prescribed in the descriptions of the items.

All making good of wall services must be to a 'decorators finish'

## **29.0 Plumbing Defects**

Any plumbing defect that is outside the scope of the contract should be

made safe and reported to the Employer without charge.

### 30.0 Welfare

All works and necessary temporary works to be programmed so each resident always has the following facilities:

- a) WC and washing facilities including hot and cold water at the end of the working day.
- b) Loss of electricity not exceeding two hours.
- c) Cooking facilities to be provided at the end of the working day.
- d) Heating facilities must be maintained.

The Contractor's prices for any installation include the work involved in all trades to the extent that can reasonably be foreseen and expected including disposal of all debris, rubbish, etc., arising from the works unless otherwise stated. All timber must be removed from site, no burning of surplus materials will be permitted at any time.

The prices of all items included in this specification shall be deemed to include for storage of materials as required. It is the Contractor's responsibility to ensure that any storage facilities are secure and allow for appropriate access for loading and unloading.

Any terms such as "pull down", "supply", "provide", "fix", "install", "build", "construct", "remove", etc., shall all be construed as including all necessary labour, consumables, plants, tools, equipment, scaffolding and disposal/tipping charges etc.

Any Contract Drawings (where provided) and the Specification are each to be considered explanatory of the other. Should any item appear in one that is not described in the other, no advantage shall be taken, and the

Contractor will be deemed to have taken account of such in formulating his rates.

Aside from where the Contractor drew the attention of the Employers Representative to any alleged shortfall or ambiguity in either Contract

Drawings or the Specification before submission of his tender, no subsequent extra will be allowed to the Contractor by virtue of such item; it being assumed that in pricing the item the Contractor was fully aware of the particular requirement.



# **Domestic Heating Contract**

## **Appendix C**

### **Combined Technical Scope of Works**

#### **Domestic Servicing and Safety Inspections**

#### **Responsive Repair and Breakdowns**

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## 1.0 Scope of Works

This Appendix must be read in conjunction with all other tender documents.

As part of the **Fully Inclusive Risk & Reward Contract (FIRRC)** the Contractor must allow for the service, maintenance and repair of all heating and hot water appliances (Gas, LPG and Solid Fuel) and any other associated equipment that assist in the correct operation of the heating and hot water appliances and systems this **includes but is not be limited to:**

- a) All Boiler parts (or any other heating and / or hot water appliance) irrespective of value.
- b) All parts associated with a Boiler and / or heating and hot water system to allow for the correct operation of the heating system (or any other heating appliance) irrespective of value; EG Vented Cylinders and associated parts and controls
- c) The appliance flue from the point of connection with the appliance to the point of termination and any flue guard or terminal or plumbing kit needed to meet current regulations.
- d) Any heating and hot water or associated pipework wherever on the system – no limit on distance or size.
- e) Where a Magnaclean” or similar type equipment is fitted to the system and is no longer working as it was designed or intended the Contractor must replace and leave fully operational in line with manufacturer’s instructions.
- f) Condense pipes (together with condense pump, soak aways or condense-safe type appliances),
- g) Full system flushing whether manual or power flush using a

proprietary and approved cleansing agent and upon completion dosing with an approved inhibitor / protection agent

- h) All gas pipework from the meter outlet to each outlet.
- i) All wiring associated with any appliance and or system covered by this contract from the point of electrical isolation
- j) All replacement of radiators and all brackets irrespective of size and output - leaking or not.
- k) The painting of all rust patches on existing radiators with appropriate metal paint (EG: Hammerite) should a radiator leak as a result of this work a full replacement will be required as part of the inclusive rate – no further costs will be paid by the Employer.
- l) Utility Company meter boxes (replacement of wall hung cupboards must be made of metal)
- m) All radiator valves – EG: Standard or TRV including lock shields
- n) All vented hot water storage cylinders including all component parts, such as but not limited to Immersion elements and thermostats, cylinder stats and controls.
- o) Immersion Element and Thermostats, if a cylinder doesn't currently have an element and/or Thermostat fitted the Contractor must fit one within the inclusive rate including the wiring and confirm correct operation of the hot water following the works.
- p) Feed and Expansion tanks.
- q) All Clocks, Programmers and Room Stats
- r) All Circulating Pumps,
- s) The full replacement of all 2 and 3 port diverter valves (not just the head) Full or partial drain downs to undertake this repair and the inhibiting of the system and any system cleansers are all to be included.
- t) Overflows

- u) All discharge pipes to correct termination (Corrections are at the discretion of the Employer)
- v) Fuses, Batteries and other consumables
- w) Provision of alternative forms of temporary heating.
- x) Anything else that is necessary to service, repair and maintain an appliance and/or system to leave the heating and / or hot water in good working order.

## **2.0 Flues in Voids (concealed locations)**

The work is to be carried out by the Contractor as part of the 'all inclusive' element of the Contract where existing and only chargeable if new.

The Contractor must carry out inspections to concealed flues throughout its length and remove inspection covers and inspect flue.

Record any issues with either the flue or access to the flue.

Ensure also that any such flue is installed with the appropriate gradient and adequate support.

## **3.0 Annual Appliance Servicing – Landlord Gas Safety Record (LGSR) visit**

Carry out a full Gas Safety Inspection to comply with Regulations 35 and 36 of the Gas Safety (Installation and Use) Regulations 1998 and any amendments as promulgated and issue a legally compliant certificate upon completion

All types of servicing and gas safety inspections are to be programmed for an initial visit and completion 2 months (60 DAYS); or at other such period as may be prescribed by the Employer, prior to expiry of the previous year's landlords gas safety record (LGSR).

The Contractor is to adhere to the Employers 60 Day process in full as laid out in Appendix D to allow for the Employer to carry out a controlled entry to a property the day after the LGSR where required.

The program of works for each year is to be agreed in good time to allow for proper planning by the Contractor and the Employer.

There may be a need to review the service requirements such that there is an even spread of work throughout the year and as such the Contractor and the Employer are to determine any variations to the program to achieve this.

This may require the Contractor to bring some properties forward within the program as currently exists.

The Employer recognises there is the ability to 'Tag' landlord's assets such as gas boilers. At present the Employer does not feel there is a business need to explore this option but will carry out periodic reviews of such products in the market and if necessary, will see if there is any benefit for its gas operation.

The Contractor shall provide Photographic evidence of all Boilers and their controls, any un-vented or other hot water storage vessels contained therein and their controls, all radiators and their controls. (Further information on this is found later in the document)

The Contractor must detail any serial numbers/GC Numbers and approx. remaining life cycle. The life cycle should be recorded by adopting a simple coding of 1 to 15 for estimating future working life.

The described works will generally comprise of an annual or more frequent as required comprehensive service of every Employer owned appliance and system that is found in an individual property to the appliance manufacturer's specification and the further requirements of this specification at all the properties scheduled which may vary from time to time. Where there is a gas safety inspection liability, the works will culminate in the completion and issue of a Landlord Gas Safety Record (LGSR).

There will be a gas safety inspection liability for every property that has a gas supply entering it irrespective of whether the supply is connected to an internal supply and/or appliance and irrespective of whether it is used or not.

Where there is only a gas supply within a property or where there is only a supply entering a property; works as described to complete a gas safety inspection will be undertaken as detailed herein together with any other such works required to complete testing and visual inspection of residents own appliances.

All works completed should be such that they will include for all maintenance necessary for the safe and efficient operation of the Employer owned appliances, associated systems and all the component parts thereof installed in each property.

Resident owned gas fires and other resident owned gas fired appliances are also to be fully checked (visual check on resident's owned appliances) for safety but have no remedial or further works carried out to them without the authorisation of the Employer.

All chimney's remain the property of the Employer and therefore all chimney's must have appropriate flue /smoke test carried within 'the inclusive element of this Contract', ***this must be carried out twice a year by a suitably qualified chimney sweep and approved certification provided.***

Any approved schedule of rates must includes for the provision and replacement of all sundries, parts, materials, appliances, controls, replacing incorrectly rated fuses and labour necessary to maintain an appliance or system in good working order

All sundry items and their replacement together with lubricants, sealants, seals, batteries, O-rings, washers, belts, water conditioning fluid and inhibitors etc are included within the fully inclusive' one 12<sup>th</sup> payment part of this Contract

All records proposed to be used for recording service and gas safety inspection details will be subject to the approval of the Employer and submitted as part of their Tender submission (outside of the allowed word

count)

All records will be provided in electronic format only. Handwritten records will only be accepted if the electronic system fails for any reason and even in such circumstances the Contractor will scan any such records so that they are delivered in a similar format.

Residents are to be supplied with copies of records within 10 working days of completion either electronically or by post, evidence of this being sent is required by the Employer.

Every service record and LGSR is to be checked for correct completion and validated by the Contractor prior to transmission to the Employer Representative.

Such validation shall include checks to ensure the following are correctly completed:

- a) The date on which the appliance and/or flue was checked.
- b) The address of the premises at which the appliance and/or flue is installed.
- c) The name and address of the Landlord of the premises where the appliance/flue is installed.
- d) The description of each gas appliance and or flue checked together with a record of where sited.
- e) Any defects identified.
- f) Any remedial action taken.
- g) That the inspection carried out has been completed in accord with the requirement of the Gas Safety Regulations.
- h) The name and signature of the individual who completed the LGSR.
- i) The Gas Safe registration number of the contractor who completed the LGSR

j) A Gas Tightness Test

Where remedial works are identified on the LGSR the Contractor will, on a separate report, advise what action the Contractor has taken to complete the remedial actions recommended, or who should undertake such actions.

Any such record received by the Employer or their Representative may be rejected if either incomplete or incorrect and if there are any anomalies, such as appliance detail discrepancies. All such records will be returned to the Contractor for correction and/or clarification. Copies of revised LGSR must be provided to the Employer or their Representative and the respective resident within 5 calendar days of rejection.

If any records are to be reissued as a result of a revisit to a property this will be at the sole cost of the Contractor. The Contractor will make arrangements to revisit properties at the convenience of the resident.

Should there be any failure to supply corrected or replacement records for any rejected record within the 5-day time scale then reasons must be supplied by the Contractor together with the timescale for rectification. Any further failure may result in alternative provider being requested to complete the work and any associated costs will be charged to the original Contractor.

All electronic records are to be supplied as per the IT section within **Appendices A and B**

The Contractor will notify the Employer or their Representative of warning notices immediately and, wherever possible, prior to leaving site. The Contractor will also provide supporting quotations, where required, for rectification works.

There may be a need to record additional information, such as depth of loft insulation depth for each property visited, and the Contractor will cooperate in this respect.

When arriving at the property the engineer must identify him/herself to the resident and explain the purpose of the visit. Such identification should include offering both company identification and Gas Safe registration card.

The engineer must enquire of the resident whether the appliance(s) and/or system(s) to be serviced and checked for safety, are owned by the Landlord or the Resident and have operated effectively since the previous visit.

The engineer shall confirm there is sufficient access to the gas meter. If sited remotely from the property, the engineer shall confirm there is adequate labelling of the meter to confirm the property to which it pertains, and there is an adequate means of isolation of the gas supply within the property

The engineer shall establish whether prepayment gas and/or electric meters are installed and if so whether there is enough credit on both to complete the service and safety inspection. If insufficient credit is available, the engineer shall ask the resident to obtain further credit to allow the test and service to proceed in full.

If that is not possible the engineer shall; subject to the permission of the resident, purchase minimum amounts of further credit (£10.00). The costs of any such purchase on provision of receipt shall be repaid to the Contractor within the next monthly valuation and recharged to the resident by the Employer.

Where the Engineer has established there is insufficient gas and/or electric available on the prepayment meter and has been unable to obtain additional credit, as much of the testing shall be completed and recorded as possible. However, where it is not possible to entirely complete the gas safety inspection the engineer shall:

- a) Classify the installation as AT RISK.
- b) Isolate the gas supply at the meter with the resident's permission.
- c) Issue a warning notice to the resident advising that the installation needs to be checked for safety prior to recommissioning once gas and/or electric is available.
- d) Where the resident will not grant permission for the supply to be disconnected then the warning notice shall still be issued, and

the Employer shall be notified immediately.

The Engineer must clear a workspace around the appliance(s) and lay down adequate floor covering protection.

Prior to commencement of any works, the Engineer shall carry out a tightness test of the gas outlet supply. If this test proves a failure then any gas escape must be rectified before continuing, if unable to do so, further advice must be sought from the Employer Representative.

It is considered that all asbestos containing appliances will have been replaced or addressed, however, the Engineer must inspect the appliance(s) to be serviced to ascertain if there is a possibility that there could be asbestos present. If there is any doubt seek further advice from the appliance manufacturers and the Employer Representative. In any event carry out no work to the appliance until it has been confirmed there is no issue and it is safe to do so.

The Engineer must check any ventilation requirement against the actual ventilation supply to all relevant appliances within the property to ensure conformity with all relevant regulations, manufacturer's instructions and requirements, and the requirements of the Gas Safety Regulations.

If the ventilation supply is incorrect seek further advice from the Employer Representative unless it can be easily rectified, and the resident agrees for this work to be carried out. Where necessary the Gas Industry Unsafe Situation Procedure IGEM/G/11 shall be applied.

The Engineer must check to ensure the appliance is of sound construction and that it is installed correctly, rigidly, soundly and in accordance with manufacturer's instructions. Preliminary checks must also be made of the flue, flue joints, pipework and electrical connections.

The Engineer must carry out an operational check of the appliance and associated system, checking the flame picture of the burner where visible and the operation of all safety devices

***All appliances are to be serviced in strict accordance with the Manufactures Instruction.***

#### **4.0 Full Heating and Hot Water System Check to be completed as part of the Annual Landlord Gas Service Record Visit.**

The operations as shown below shall be carried out as necessary dependent upon the appliance and system type.

No work should be carried out which does not adhere to the manufacturer's recommendations or specification.

All works will include but not be confined too:

- a) The cleaning, lubrication and adjustment of the items specified.
- b) The renewal, replacement, or carrying out of any remedial work or action to any part or controls is to be carried out in accord with to the requirements of the contract.
- c) Check all types of manual and automatic appliance controls and valves including but not limited too programmable thermostats, thermostats, time switches, clocks programmers, gas valves, safety devices, zone valves, flow share valves, energy management controls and pumps.
- d) Check all visible electrical wiring within the system, from the point of connection to the ring main circuit and replace any burnt or heat affected wiring anywhere within system.
- e) Check all radiators, radiator valves and all visible pipework for signs of leakage damage or wear. Clean out any dust and debris from any low surface temperature or other radiator/s with a cover.
- f) Check any expansion tank, including water level, ball valve, warning pipes, feed and expansion pipework, and topping up of system. For unvented systems, check pressure (topping up if necessary), termination of discharge pipe, expansion vessel, and filling point.
- g) All filling loops must be disconnected, and the inlet and outlet pipes must be capped.
- h) Check any cold-water storage tank, including lid condition and type, ball valve, warning pipes, feed and expansion pipework and ensure

the structure upon which it is installed is sound and correct. Refit and reposition lid as necessary. Record and advise the Employer Representative if incorrect.

- i) Check to ensure no cold-water storage tank is in use and that it has been removed or disconnected and emptied where a combination boiler is fitted. If one is still required for WC, basin, bath or another outlet check that it is correctly sized. Report any issues to the Employers Representative.
- j) Check all calorifiers externally for signs of leakage or deterioration and adjust thermostat to 55°C. Advise resident accordingly and record if the resident is unhappy with this.
- k) Check operation of any immersion heater fitted (must have over-heat stat), check immersion over-heat thermostat and adjust if necessary. Record and advise the Employer Representative if immersion thermostat is not installed.
- l) Check any scale reducer fitted and top up if required.
- m) Where a Magnaclean” or similar type equipment is fitted to the system the Contractor must be fully clean and carry out a full operational service in line with manufacturer’s instructions.
- n) The Contractor shall carry out descaling and desludging processes in accordance with the latest BS7593 Code of Treatment of Water in Domestic Hot Water Heating Systems. This includes any scale in all types of hot water storage tanks and cylinders. Renew appliance scale reducer cartridges or contents if loose fill at each service or other times as necessary.

***Allowance shall be made for the use of proprietary solutions for flushing and cleaning and the installation of an inhibitor. Inhibitor levels in all types of system must be checked annually and maintained as necessary.***

This check should also include an assessment of water cleanliness and servicing of the in-line filter.

## 5.0 Smoke/Heat Detectors

***Where a Triple A battery Heat/Smoke Detector is currently installed, this must be immediately notified to the Employer so that the Employer can arrange for others to update to a hard wired or combined Multi sensor as part of the Heat/Smoke Detector program, testing of the current Heat/Smoke detector must still be carried out and left in working order. (Procedure is below)***

If detectors are found to be present, then the Contractor shall:

- a) Test the operation of all smoke/heat detectors. If found to be faulty replace and report to Employer via electronic means immediately.
- b) Testing must never be carried out with a live flame and must be carried out with a proprietary type of synthetic smoke designed for this purpose.
- c) Clean and service in accord with the manufacturer's instructions, isolate mains detectors from power supply and check battery operation.
- d) Replace all batteries irrespective of whether they require replacement.
- e) Carry out final operational test checking to ensure that any interlinking is fully functional.
- f) Record installation date if known and the sensors expiry date.
- g) Photographic evidence of all smoke/heat detection must be taken and provided electronically on a monthly basis, each photo must clearly show the make, model, installation and expiry date and its location.

### 5.a Carbon Monoxide Detectors

***Where a Triple A battery CO Detector is currently installed, this must be immediately notified to the Employer so that the Employer can***

**arrange for others to update to a hard wired or combined Multi sensor as part of the CO Detector program, testing of the current CO detector must still be carried out and left in working order. (Procedure is below)**

CO Detectors shall be recorded whether they are battery or mains operated and or is within a 'Multi Sensor' The Employer must be notified as to whether each detector is interlinked.

The Contractor shall make and record an assessment of any risk associated with any appliance associated system or ancillary control or component and whether adequate CO detectors are installed.

The definition of adequate CO detectors must be inline with all current legislation which the Contractor must make the Employer and their Representatives aware of as a minimum until corrective action can be taken this will be adjacent to **(correctly fitted to manufacturers requirements and current legislation and not just placed loose on top of the boiler)** any gas appliance or other fossil fuel burning appliance and within each room through which any extended flue passes.

Photographic evidence of all Heat/Smoke Detector must be taken and provided electronically on a monthly basis as part of the Contractor report at the Monthly Contract Meeting.

Each photo must clearly show the make, model, installation and expiry date and its location.

The presence of carbon monoxide detectors in all properties visited and their location is to be recorded. In addition, it shall be recorded whether such are battery or mains operated and if known when replacement is due.

If a detector is found to be present, then the Contractor shall:

- a) Test operation of all CO detectors. If found to be faulty replace and report to Employer.
- b) Test to ensure that any interlinking is fully functional.
- c) Clean and service in accord with the manufacturer's instructions, isolate mains detectors from power supply and check any battery operation

- d) Replace all batteries irrespective of whether they require replacement.
- e) Carry out final operational check.

## **6.0 Service Labels**

On completion of each service and inspection the Contractor must place an adhesive label as specified below on the appliance, flue and any closure plate stating the following.

- a) The company name and telephone number.
- b) Date of Service
- c) Name of person who carried out service
- d) Signature and initials

The label is to be suitable for attaching to an appliance and should be fixed in a position inside the casing or bottom tray as applicable. It should be prominent enough for an authorised person to find it but not such as to create an eyesore for the residents.

Any difficulties should be resolved with the Employer.

Flue systems in the roof space or ducting must have an adhesive label attached stating that the flue including all joints and termination has been inspected.

Any water storage tanks shall equally have a label attached confirming that they have been inspected. In the case of a gas fire the service label must be attached to the inside of the closure plate at least 150mm from the flue spigot and air relief hole.

## **7.0 Approved Products**

All schedule of schedule of rates are to reflect the usage of the products specified. Alternatives will be considered provided such requests for approval are placed in writing to the Employer Representative together with supporting reasoning. Requests will be granted based on any benefits attained.

Boilers	WORCESTER or similar/APPROVED
Pumps	Grundfos or similar/APPROVED
Radiators	Stelrad or similar/APPROVED
Thermostatic & Radiator valves	Honeywell or similar/APPROVED
Cylinders	Albion / Heatrea Sadia
Inhibitor	Sentinel / Adey
Controls	Honeywell or similar/APPROVED
Motorised valves	Honeywell, or similar/APPROVED
Filtration	Sentinel / Adey Magnaclean Professional or similar/APPROVED
Smoke / Heat / Co Detection	AICO – Interlinked - Replacement carried out by the Employers Electrical Contractor

## 8.0 LPG Appliances

The following applies to LPG appliances and systems: All works must be carried out by a person with the relevant qualification.

- a) Carry out a full annual service of the boiler and system in line with all current regulations.
- b) Provide all relevant certification.
- c) If LPG cylinders are used as the fuel store then check hose condition and age, if the 5-year life cycle has expired or will expire in the coming 12 months then replace hoses.
- d) If LPG cylinders are used as the fuel store, check condition of

changeover valve and replace as necessary.

- e) If LPG cylinders are used as the fuel store, check distance from property and drains is greater than 4m.
- f) If a bulk tank is used for the fuel store, check second stage regulator condition and replace as necessary.
- g) Carry out tightness test from second stage regulator onwards or to whole supply as appropriate.
- h) The cylinder or storage vessel location shall have an 'Emergency action notice for users of LPG' located close by to the installation in a prominent position. If this is not present or of weather protective material, then such shall be supplied and fitted.
- i) Tightness testing to the complete system shall be carried out to include the high-pressure stage, low pressure stage and any intermediate pressure stage using the methods given in BS 5482-1 Code of Practice for Domestic Butane and Propane Gas burning installations.

## **9.0 Solid Fuel Appliances**

The following applies to solid fuel appliances and systems: to be carried out by a person with the relevant qualifications.

- a) Carry out a thorough sweep of the chimney and complete a Certificate of Chimney Sweeping and return to the Employer Representative. This part of the service is to be completed twice yearly and the Contractor shall allow for same within the annual rate.
- b) Check appliance ventilation requirements and correct as necessary.
- c) Clean and clear appliance flue outlet and boiler flue way etc. Advise user how to do this and that it should be done monthly.
- d) Examine any fire bricks and replace any which are broken. Ensure new fire bricks are well wetted and sealed in generously with fire cement.
- e) Examine firebars and replace any which have failed or are badly distorted. Ensure the correct firebars are in the correct position.
- f) Clean and scrape the bedding edges of fire doors and inner front casting and ensure a correct fit. Adjust the door hinge and latch assembly to correct the fit and correct any distortion by draw filing the fire door bedding edges.
- g) Replace any broken glass in the fire door, removing all old sealing material.
- h) Clean the ash pit and cover and adjust the fit of the cover to ensure a correct fit.
- i) Ensure that the thermostat is correctly set and operating, and that the

boiler damper is closing.

- j) Check the fire box body joints for air tightness and seal with fire cement if required.

## 10.00 Unvented Cylinders

The Contractor is to carry out an annual service, maintain and replace all unvented cylinders as part of the inclusive Risk & Reward in line with the manufacturers Instruction, current Industry Regulations and Best Practice.

***The Contractor must make sure only a qualified engineer holding a G3 certificate is allowed to work on unvented cylinders.***

The Contractor during the 1<sup>st</sup> Service year is to update the Employer on all Unvented Cylinder asset information including but not limited to:

- 1. Appliance Location**
- 2. Make & Model**
- 3. Life Cycle condition (Poor 1-3 year, Average 4-7 and Good 8 and above)**

### General Inspection

The Contractor must carry out a visually inspection of the cylinder, pipework, and controls for any signs of wear, damage, or leaks.

Inspect your hot water system to ensure it has been installed in compliance with Building Regulations

Check the flow rates (hot & cold)

Check the temperature of hot water

### Pressure Testing

The Contractor must check the pressure in the expansion vessel and ensure it's within the correct range, usually 1-1.5 Bar.

### Valve Testing

The Contractor must check the Pressure and temperature relief valves are tested to confirm proper operation.

### Component Checks

The Contractor must check the Thermostats, immersion heaters, and other components are inspected and tested to ensure they are functioning correctly.

### Cleaning

The Contractor must clean any line strainers and other components and must remove any debris to help improve performance.

### Leak Checks

The Contractor must check the entire system for leaks, and carry out any necessary repairs.

## 11.0 Repairs and Breakdowns

The first job raised is to remain open until a full, permanent fix is made and this is the measured KPI.

Under NO circumstances are jobs to be closed for any reason other than a full repair to the satisfaction of the tenant and the Employer.

All repair KPI's measure from the first call to the final repair and not where multiple jobs are raised and closed.

Every engineer shall be equipped with a stock of spare parts to deal with most eventualities on the first visit such that 100% of the reported repairs are diagnosed and fixed right first time.

The Contractor will demonstrate they have a robust parts procurement and operate via a means of "impress spares stock" process such that down time is minimised if it is not possible to meet the 100% fixed right first time requirement.

The Contractor must have multiple merchant accounts so that they are not reliant on any one Merchant in case parts become in short supply, all merchant accounts can be 'National' Merchants however the Merchant must have store facilities with the Folkestone & Hythe district.

***Before a repair is not completed as a first time fix and needs to be rebooked by the Contractor, the Contractor must try every effort to obtain the necessary parts on the same day so as to complete a first time fix even if this means the engineer leaving the address whilst trying to complete the repair to go to a local merchant to pick up the required parts.***

***If the Engineers leaves to go to the Merchant, the Engineer must notify their Supervisor if they feel any future pre-booked appointments are***

***lightly to be delayed or cancelled by extending the repair time so that the Supervisor / Contractor can inform the other residents of any potential delays or cancellations.***

The Contractor must always do their best to cover for engineers who are staying with a job to completion

The Contractor must make provision to ensure where parts are not carried by the engineer any parts needed on site are available to be fitted at the earliest opportunity. In any event this must be within 48 hours of the initial response.

The Contractor must also advise the Employer on each and every occasion when a repair is not possible first time, where a resident or occupier is to be without heating and/or hot water the Contractor must notify the Employer immediately (same day) that a resident will be potentially left with no Heating and /or Hot water, the reasons why and when full service will be restored.

Whenever a heating failure occurs, and a repair is not possible temporary heating will be supplied. There are no seasonal parameters for this as there may be circumstances that require such provision at times outside of the normal heating season.

This will take the form of the provision of a minimum of two 2.0kW convector heaters to each property, including the delivery, collection and full instruction to the resident. EG:



The maximum of heaters supplied will be the amount of heaters equivalent to meet the design heat requirements as previously set out in this document,

base upon minus 3 dg outside air temperature.

All temporary heating appliances shall be new and supplied at no cost to the Employer. In addition, they shall each be supplied with some form of earth protection device.

Where temporary heating is offered and declined this shall be recorded and a copy of the declined notice, reason for declining and resident's signature provided to the Employer.

The Contractor shall not remove any temporary heating from site until the fault has been rectified or it is with the to the Employer's express permission.

Where it is not possible to rectify a fault to a hot water system or water heating appliance supplying a hot water storage vessel, the Contractor must allow for the provision and installation of a correctly sized immersion element and thermostat within 24 hours if not already fitted. This shall include wiring to a suitable adjacent electrical point. A single channel programmer must be fitted and left working at no additional cost to the contract.

In the event of rectification of a fault not being considered possible, the Contractor shall immediately notify the Employer giving the reasons for this and their proposals as to what will be necessary to complete the work.

Where there are technical issues preventing the completion of a repair there shall be a visible escalation process put in place such that the problem will be escalated from an Engineer to his/her working Supervisor to the Contract Manager and where required to the manufacturer. This process will be undertaken by the Contractor and in any event all visits involving the Contractor's own staff will be completed within 24 hours of the repair having been reported.

The Contractor shall also become registered or approved manufacturers service agents and ensure all recorded training is contained with the operative skills matrix. All van stocks must include all parts for all new and old boilers fitted within the Councils stock and/or be available for collection with 24 hours from a locally sourced depot.

If the Contractor deems that an exchange of the boiler or other major appliance is necessary, this shall not in the first instance be communicated to the resident until authority to proceed has been granted and such authority will be granted.

The resident is to be kept informed of the situation as changes occur, advising of any delays in supply or provision of parts or any other issue affecting the satisfactory completion of a repair.

Upon completion of a repair, a satisfaction card may need to be left with each resident, any repair work document is to be duly completed and a copy of such is to be sent to the Employer Representative if required. This may all be recorded on a PDA type device.

## **12.0 Van Stock**

The stock of parts to be carried will ultimately depend upon the appliances and systems found in the Employer's properties.

The Contractor will make proposals as to what should be carried to meet this requirement and a full agreement between the Employer, Contractor and Employers Representative will be made during the mobilization period

The van parts proposal must be agreed with the Employer at the mobilization and the Contractor must make their vans available for auditing of parts on a monthly basis as part of the Contractors toolbox talks (this function may be carried out by the Employer and/or their Representative)



# **Domestic Heating Contract**

## **Appendix D**

### **Job Allocation and Appointment Making**

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## 1.0 Job Allocation – Attendance Times

On receipt of a telephone call, email, or similar to rectify a problem the Contractor shall attend as below:

At any time of the day or night, respond to all calls within the time scales stated in the following in line with all the specification and tender documentation

### Emergency

Attend and Complete within 1 hour, complete at time of visit or make safe.

The Contractor must inform the Employer immediately if a permanent fix could not be made and when they will be returning to make a permanent repair.

### General Emergency (Applicable 1<sup>st</sup> October – 31<sup>st</sup> March)

Attend within 4 hours

### Urgent

#### Where a call is received before 12.00 (noon)

Respond and attend the same day – All works must be completed within 3 working days

#### Where a call is received after 12.00 (noon)

Respond and attend by 10.00 the next day - All works must be completed within 3 working days.

### Routine

For follow on works at the Employers written discretion only – All works to be completed within 10 working days of original job ra

## 2.0 DEFINITION

Examples but not limited too:

### Emergency

This applies to but not limited to:

- a) Gas leaks (however reported),
- b) Report of fumes,
- c) Blocked flue to open fire or boiler.
- d) Uncontrollable water leak,
- e) Leaking oil tank or pipework,

### General Emergency (Applicable 1<sup>st</sup> October – 31<sup>st</sup> March)

All households that have children under 4, disabled residents or residents over 65 where they report no heating and or hot water. Where a first time fix is not possible all works must be completed with 3 working days or before and a temporary fix made where ever possible, if the heating is not able to be restored on the first visit temporary heaters must be left see Appendix C section 11.

### Urgent

No heating and / or Hot Water to any dwelling irrespective of tenure type or time of year. This includes properties that are reported as having partial heating and / or Hot Water.

Complete as a first-time fix / where a first-time fix is not possible a temporary fix must be made (The Contractor is to inform the Employer in writing at the time if a temporary fix is not possible and the reasons why this is not possible),

Any repairs to remedy a defect that does not cause immediate risk to the health, safety or security of a Resident or third party and although, therefore not an emergency, still needs to be carried out quickly to ensure Heating and / or Hot water service is restored in full at the earliest opportunity.

This includes but not limited to:

- a) Power flushing and manual flushing of all systems
- b) Balancing of systems
- c) Faulty Immersion hot water

## Routine:

Where follow on works are required such as but not limited to:

- a) A radiator valve needs replacement
- b) A radiator needs additional fixings
- c) Adjust time settings to programmers or room stats.

## 3.0 Servicing Appointments (60 Day Process)

The Contractor must to everything in their power to keep all appointments, the Contractor must always call the resident in advance if a pre-arranged appointment is to be delayed or moved.

### 60 DAYS to 40 DAYS

For Service appointment letters the Contractor must send the **first service appointment letter** making the appointment for between 60 days to 40 calendar days to expiry allowing a 14 period before the appointment.

If the appointment is a no access then the engineer must take a photo of their no access card in the letterbox of the address, clearly showing the full front door and number of the address.

### 40 DAYS to 20 DAYS

For Service appointment letters The Contractor must send the **second service appointment letter** between 40 days to 20 calendar days to expiry allowing a 14 period before the appointment

If the appointment is a no access then the engineer must take a photo of their no access card in the letterbox of the address, clearly showing the full front door and number of the address.

### Before 20 DAYS

A Controlled Entry Pack must be provided to the Employer with at least 20 days before expiry failure to provide with will be a failure against the KPI as shown in the KPI appendix G

**The contents of a Controlled Entry Pack (CAP) are as follows:**

- a) First Service Appointment Letter
- b) First appointment photo of the no access card
- c) Second Service Appointment Letter
- d) Second appointment photo of the no access card
- e) Photos of any other correspondence and no access cards etc especially from the RLO.

The Contractor must allow for the following timed appointments slots to be given to residents within the service letters above and all other appointments (IE: Time slots as below are required on all appointments)

**14 DAYS**

The Contractor must continue to work with the Employer should the Employer make any appointments during the last 14 days before expiry, The Contractor must as with the whole of the servicing period have the RLO available to assist with hand delivering letters for the Employer.

The Contractor must not make any appointments with a resident for after the expiry date and must notify the Employer if the resident is trying to do this.

***All Appointment slots (must be pre booked with the resident) must be as follows:***

- a) 8.00am to 10.00am
- b) 10.00am to 12.00pm
- c) 12.00pm to 14.00pm
- d) 14.00pm to 16.00pm
- e) 16.00pm to 18.00pm
- f) 18.00pm to 20.00pm

***All Appointment slots must be offered, made and kept from Monday to Saturday as above.***

Appointments for other routine works will in the first instance usually be made by letter but may also be made by other written means such as E-

mail, What's App, SMS Text all of which must give the appropriate notice.

If on any occasion the Contractor is unable to keep an appointment or is going to be late, then the resident must be notified as soon as possible and always **in advance** of the appointment time. As much notice as possible should be given and an expectation of when the appointment will be met should be provided.

#### **4.0 Missed Appointments**

The Contractor will keep a record of ***all appointments made*** (not just servicing) together with details of all missed appointments and provide the Employer with a daily record of all appointments (missed, completed or moved) by 10.00 the following day of the original appointment, the report must clearly show the new appointment made and means by which this was communicated and agreed with the resident.

Additional information required on the daily report must be as follows:

- a) Who was responsible for the cancelled appointment (i.e. the resident or the Contractor)
- b) If cancelled by the Contractor, Contractor is to provide their reason for said cancellation.
- c) What actions were taken to resolve the specific issue/s
- d) Proposed compensation plan

If the Contractor cannot demonstrate without doubt that the resident was responsible for a missed appointment, the Contractor will be held responsible.

**No payment will be made for abortive or no access calls for any reason.**

#### **5.0 No Access Cards**

If a resident is not in or a minor only is present when a Contractor calls in response to a repair or a service or for any other reason, they will leave a "No-Access Card". (NAC)

As a minimum the NAC card will contain the following:

- a) The reason for the call,
- b) The time of the call,
- c) The date of the call,
- d) The Contractor's name, operative's identification and the telephone number appropriate to the Contract.
- e) The card will be in 2 parts, one of which is a card duplicate of the top part. The duplicate or card copy will be left. A copy of the card will be provided the next working day to the Employer.
- f) The Employer may require cards to include further details such as the Employer's logo and contain specific wording to be advised by the Employer's Representative.

#### **6.0 Repair / Breakdown Appointments**

All appointment's must be made in line with the correct job allocation timeline within this Appendix and the original job must stay open until the job is completed correctly and in full.

The period from when the first appointment was raised to when the job is fully completed will be used as the KPI for repair appointments completed on time

Should the Contractor fail to correctly identify and raise repairs within the correct timeline (General Emergency, Urgent, Routine) the Employer will consider this to be a failure of service and seek an improvement plan from the Contractor in line with the KPI's.



# **Domestic Heating Contract**

## **Appendix E**

### **VOID Process**

### **Gas Safety Inspections in Void properties / Mutual Exchanges and Commissioning**

## 1.0 General

The keys to void properties are to be collected and returned to the relevant Employer's office or Key safe immediately on completion of the inspection.

It is the responsibility of the Contractor to fully liaise with the Councils Void Manager to obtain keys and key safe codes to allow for this work to be undertaken.

All 'works' within VOIDS must be completed within 3 working days of the 1<sup>st</sup> VOID visit, the only VOID works allowed after 3 working days is the turn on and test (2<sup>nd</sup> VOID visit) should the tenant not move in within 3 working days.

The Contractor must alert the Employer immediately in writing should any keys not be available to undertake their work within the time slots for Void turnarounds within the Contract.

***All void checks EG: 1st visit - Cap Off and test Inspections***

***and***

***2nd Visit - Turn on and Test Inspections are included within the 'inclusive' part of the contract.***

The Contractor is to allow for an average of 200 Voids within this Contract per year, the Employer at their sole discretion may allow for additional payment/s should the number of Voids within any one year exceed this figure.

***At the sole discretion of the Employer Void Chargeable works are listed below and must be costed in line with tendered SOR's***

- a) Any Pipe work adjustments
- b) New Cooker Points
- c) Inline System Cleaners
- d) Cooker Point Adjustments
- e) Radiators and valves

- f) Any form of system control for the heating and hot water.
- g) Hot water cylinders and stats, immersion elements and thermostats.

**All 1<sup>ST</sup> and 2<sup>nd</sup> Void testing and certification visits are part of the 'inclusive' element of the Contract.**

### **1<sup>st</sup> Void Visit (Check Boiler & System – Cap Off)**

The Contractor is to visit and complete gas safety inspections to void and mutual exchange properties within 24 hours of being notified and inspect and carry out a Gas Safety Inspection

The Contractor must check that the property has a full working Boiler and central heating system and to ensure there are no defects, that any gas appliances, central heating system and the hot water provision including any immersion elements and thermostats are fully operational prior to the new tenancy starting.

If the gas and electric supplies are not available to carry out the entire check, then a visual inspection must be made of any appliance and central heating system and with an air test carried out to the gas outlet supply and the Employer notified from site that a full check has not been able to be carried out and the reason why.

Untested gas appliances must be recorded as such on the Landlord's Gas Safety Record (LGSR) and they must be labelled and disabled to stop any use.

All revisits to carry out the full appliance and systems checks including all follow on works are within the Contractor's inclusive rate. The follow on works are to be completed within 3 working days.

The new resident is responsible for having gas and electric supplies restored.

Upon completion of the inspection the gas supply must be disconnected at the gas meter, for this purpose an approved sealing disc on the ECV is acceptable.

The resident's copy of the LGSR is to be provided to the Employer or their

representative after having passed through the approval and verification process.

If there is to be any delay in completion of these works, the appropriate Employer or their representative must be notified immediately

A Gas Safety Inspection record must be left on the Boiler with the full contact details of the Contractor for the incoming resident to contact them immediately they have the keys so that the Contractor can re commission the appliance/s, system and meter/s and leave the Heating and Hot Water fully operational.

## Commissioning Visits

### 2<sup>nd</sup> Visit (Turn on and Test)

The incoming resident must be advised to contact the Contractor to arrange to have the gas supply reconnected and the installation and gas appliances commissioned.

All such requests will be attended to within 24 hours of the initial request from the resident or Employer.

The works on the commissioning visit will include (but not limited to):

- a) Reconnection of the gas supply.
- b) Testing and commissioning of all Employer owned gas appliances.
- c) A visual inspection of resident owned gas appliances must be recorded
- d) Instruction to the residents on the operation of all installed gas appliances.
- e) The issue of a new Landlords Gas Safety Record in accordance with all current regulations and Industry best practise.

## Commissioning

Following completion of the servicing works the appliance and or system is to be commissioned in accordance with the following requirements:

- a) Restore gas supply and test the internal gas outlet supply for tightness. Check all disturbed joints with an appropriate and approved form of leak detection fluid and rectify any gas

escapes. Confirm gas pressure is correct: if it is not, Contractor is to report this to the gas supplier and ensure that this is corrected prior to continuing work, and a reference number is to be obtained and recorded.

- b) Restore water supply, checking all disturbed joints for signs of water leakage. Sealed systems to be filled to correct pressure.
- c) Purge air from system and radiators if necessary
- d) Restore mains electrical supplies and ensure earth connections are correct, and the fuse is of the correct rating, replace if necessary.
- e) Reset all controls as required
- f) Relight all appliances
- g) Check and reset ignition devices, location of thermocouples, pilot jets and electrodes
- h) Check, adjust where necessary all pilots and burners for correct gas rate, aeration and flame picture
- i) Carry out a thorough test of all flues, including both smoke and spillage tests and ensure that the flue is operating correctly and efficiently.
- j) Carry out a flue gas analysis (where possible) and record the results on the service record.
- k) Reset all manual and automatic controls to the resident's requirements and satisfaction. Care should be taken to set domestic hot water temperatures in accordance with any necessary pre-documented or dynamic legionella risk assessment.
- l) Check operation of all pumps and ancillary controls
- m) Clean the appliances and remove all previous labels
- n) Attach a new label to the appliance, and/or flue and closure plate as specified.
- o) Reset any boiler cut off device fitted or activated service interval programmer.
- p) Clear site and leave clean.
- q) Complete all specified paperwork and leave resident satisfaction card or collect satisfaction data as is required.
- r) Explain to the resident the extent of the works completed, any remedial works necessary, and how this is to be managed.



# **Domestic Heating Contract**

**Appendix F**

**New Works Specification**

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# Domestic Heating Installation Specification

## 1.0 Background

The Contractor will work within the scope of the works to cover all aspects of the installation of new and replacement of domestic gas appliances and systems.

Where it is reasonable there will be an expectation that the Contractor will also provide similar installation services to any other related or similar appliance, system, or ancillary control not specifically detailed within this specification.

It should be noted that even though there is no guaranteed volume of any replacement or installation work, any numbers given, are not necessarily indicative of the volume of work that might be required.

The Employer reserves the right to have this work carried out by an alternative Contractor.

***The rates must cover the entirety of the works required to achieve a completed and commissioned installation or appliance replacement known as 'Basket Rates' that is an all inclusive cost as indicated within this specification with additional works only be allowed at the sole discretion of the Employer.***

This section of the specification is to cover the installation of a full new heating systems and / or replacement boiler with part system upgrade within the properties on a reactive basis.

These standard systems are to be installed in varying types and nature of properties as may currently exist in or be added to the Client's housing stock.

## 2.0 General

The entire system is to be installed in accordance with the rules and regulations of the Building Regulations, Gas Safety (Installation & use) Regulations as amended 2018, Water Authority Regulations, Gas Safe Register and IEE Regulations

The complete Mechanical and Electrical installation of Materials and workmanship for each installation whether a boiler swap or a full system upgrade shall be of the highest quality and carried out in accordance with the

following specification, relevant British Standards and Codes of Practice to the satisfaction of the Employer or their representative

The whole of the materials and goods used in carrying out the contract work must be used, fixed and/or applied in strict accordance with the printed instructions and/or recommendation of the manufacturer.

All domestic gas replacement/new appliance to have a benefit of the minimum 5-year manufacturer's warranty period.

All manufactures warranties must be held and manufacturer's requirement for the warranties must be met.

The Contractor must log all boiler warranties with the Manufacturer and provide the Employer with electronic proof that this has been completed and accepted by the Manufacturer

For replacement boilers and any upgrade work a survey of the property and any existing system must be made to ascertain that any existing system meets the design criteria laid down in this section.

Any part or whole of the system which is found to be falling short in this respect that will not be brought up to the standards required herein by the works to be carried out, must be referred to the Employer for further guidance.

Every heating installation is to comply with the latest Domestic Heating Specification and Design Guide, all current relevant British Standards and Codes of Practice.

All Domestic Hot Water supplies and general plumbing work connected with the installation will comply with the Local Water Authority By-laws. In addition, all appliances, systems and controls must be in accord with Building Regulations Part L.

Where a property has a floor area of more than 150m<sup>2</sup> this is to include for zoning and separate control of each heating zone although it should be noted that the floor area of the largest property likely to be included within this work is unlikely to exceed 150m<sup>2</sup>.

The Building Regulations approval certificate is to be provided and issued

to the Client.

Where existing back boilers are to be removed, the Contractor is to ensure that the lounge radiator is of the correct size to meet the design criteria for that space. The fireplace opening created by the removal of the fire and back boiler is to be bricked, vented and room ventilation removed and made good as required.

When a combination boiler is to be fitted in lieu of an existing open vented system allowance must be made for removal and making good of any cylinder, CWS and feed and expansion tanks and all associated pipework and overflows.

***Before the Contractor submits their rates they must make sure they have read and fully understood all appendices within the tender documents and made allowance for any costs to be incurred.***

### **3.0 Basket Rates (Planned or Reactive)**

Each Heating type Combination Boiler or System Boiler has its own scope of works as below, the 'inclusive element' as below applies to each installation the only variance in the SOR is the output of each Boiler.

The following is to be allowed for by the Contractor, adherence with all other tender documents must be allowed for as well when entering the costs for the basket rates.

Each Basket Rate is to represent the entire work from conception to completion including post Inspection and sign off by the Employers third party representative to whom the Contractor will coordinate and liaise with providing access when requested.

The Contractor must allow for all toilet cisterns to be converted to take the higher water pressure.

No flexible or push fit fittings are to be used.

The Contractor is deemed to have included in his tender for all ancillary and consumable items.

#### **Combination Boiler Replacements (like for like or conversions)**

Basket Rate A = Worcester 4000 25kw

Basket Rate B = Worcester 4000 30kw

Basket Rate C = Worcester 4000 35kw

***The rates in the BR include for but not limited too:***

1. Pre Survey / Layout Drawings and Electronic Heat loss Calculations (EG: STARS) to ensure existing system is fit for purpose.
2. Provide and fit a Worcester 4000 fan assisted room sealed and wall mounted boiler unit with standard flue (Up to 2m straight horizontal or 1m with 2x 45 degree bends.
3. Making good around all flues internally and externally
4. All necessary new and/or adapted pipe work to the existing boiler position irrespective of distance or size.
5. All properties must be fully converted to the mains water system at no extra charge to the Contract this includes changing the cisterns to high pressure valves.
6. Gas pipework from the gas meter to the Boiler up to 9 meters.
7. Completion Certificate / Commissioning, the completion and submission of new EPC by the Installation Contractor.
8. Full completion pack which is to include but not limited to
  - a) Survey Pack
  - b) LGSR/Installation Certificate
  - c) Minor Works NICEIC
  - d) Water Test Result, ADEY Pro Check®
  - e) Post completion photos – Boiler, Flue, Gas Meter, Condense, Radiators, valves, Programmer.
9. All control and isolation valves.
10. Supply & Fit shock Arrestor

11. Supply and install an inline Scale Reducer in accordance with manufacturer's instructions.
12. Supply & Fit 'Magna Clean' – Inline system filter.
13. All heating and hot water, programmer, room stat, any other controls and wiring/cabling and conduit from the fused spur – where no neon fused spur is present the Contractor must install one as part of the basket price.
14. All cross bonding and main gas bonding to current regulations
15. Miscellaneous consumable items not specifically mentioned in the item's descriptions
16. All necessary plugging & screwing to structure and making good all finishings ready for decoration
17. The appropriate fixing and jointing of all materials
18. All types of cutting and waste
19. All labour and materials
20. Provision of and working from ladders, trestles and the like up to 3m above floor level internally where works take less than 30 mins and comply with all H&S Legislation
21. Setting out and marking positions as necessary prior to carrying out work
22. Making good See section 39
23. Cleaning, and tidying up, providing protection and removing protection.
24. Removal and disposal of all rubbish to an approved waste disposal site and the providing of a waste clearance certificate.
25. Payment of monies in connection with notices, fees and any other charges required by local or statutory authorities
26. Removing and the re-fixing of resident's fittings
27. Testing after the works has been completed

28. Inspecting and reporting, using agreed proformas
29. The Contractor is to allow for all cutting away, lifting floor coverings and boards, forming holes and chases and all necessary making good, including any remedial work necessitated by those actions. Blanking plates will not be permitted
30. Switching off current or isolating that section of the system and afterwards reinstating and leaving in working order
31. Contacting and liaising with all utility companies where applicable
32. Turning on and off cold, hot water supplies and venting inside houses
33. Turning off, draining down, turning on, filling and venting HW systems.

#### **System Boiler Replacements (like for like)**

Basket Rate A = Worcester 4000 25kw

Basket Rate B = Worcester 4000 30kw

#### ***The rates in the BR include for but not limited too:***

1. re Survey / Layout Drawings and Electronic Heat loss Calculations (EG: STARS) to ensure existing system is fit for purpose.
2. Provide and fit a Worcester 4000 fan assisted room sealed and wall mounted boiler unit with standard flue (Up to 2m straight horizontal or 1m with 2x 45 degree bends.
3. Making good around all flues internally and externally
4. All necessary new and/or adapted pipe work to the existing boiler position irrespective of distance or size.
5. All properties must be fully converted to the mains water system at no extra charge to the Contract this includes changing the cisterns to high pressure valves.
6. Gas pipework from the gas meter to the Boiler up to 9 meters.
7. Completion Certificate / Commissioning, the completion and submission of new EPC by the Installation Contractor.

8. Full completion pack which is to include but not limited to
  - f) Survey Pack
  - g) LGSR/Installation Certificate
  - h) Minor Works NICEIC
  - i) Water Test Result, ADEY Pro Check®
  - j) Post completion photos – Boiler, Flue, Gas Meter, Condense, Radiators, valves, Programmer
9. All control and isolation valves.
10. Supply & Fit shock Arrestor
11. Supply and install an inline Scale Reducer in accordance with manufacturer's instructions.
12. Supply & Fit 'Magna Clean' – Inline system filter.
13. All heating and hot water, programmer, room stat, any other controls and wiring/cabling and conduit from the fused spur – where no neon fused spur is present the Contractor must install one as part of the basket price.
14. All cross bonding and main gas bonding to current regulations
15. Miscellaneous consumable items not specifically mentioned in the item's descriptions
16. All necessary plugging & screwing to structure and making good all finishings ready for decoration
17. The appropriate fixing and jointing of all materials
18. All types of cutting and waste
19. All labour and materials
20. Provision of and working from ladders, trestles and the like up to 3m above floor level internally where works take less than 30 mins and comply with all H&S Legislation
21. Setting out and marking positions as necessary prior to carrying out work

22. Making good See section 39
23. Cleaning, and tidying up, providing protection and removing protection.
24. Removal and disposal of all rubbish to an approved waste disposal site and the providing of a waste clearance certificate.
25. Payment of monies in connection with notices, fees and any other charges required by local or statutory authorities
26. Removing and the re-fixing of resident's fittings
27. Testing after the works has been completed
28. Inspecting and reporting, using agreed proformas
29. The Contractor is to allow for all cutting away, lifting floor coverings and boards, forming holes and chases and all necessary making good, including any remedial work necessitated by those actions. Blanking plates will not be permitted
30. Switching off current or isolating that section of the system and afterwards reinstating and leaving in working order
31. Contacting and liaising with all utility companies where applicable
32. Turning on and off cold, hot water supplies and venting inside houses
33. Turning off, draining down, turning on, filling and venting HW systems.

## **24.0 Reactive Boiler Replacements**

### **Obsolete Parts Referral**

If the Contractor feels a boiler is obsolete and therefore cannot be repaired they are to submit a written request to survey for a new boiler installation.

All surveys and costs in line with the submitted SOR's in Appendix H must be completed and returned to the Employer with 24 hours of the Contractor's attendance when the Boiler was identified for a potential

replacement.

The Employer will be required to provide written acceptance or refusal with 24hours.

The Contractor will then have a maximum of 72 hours from acceptance by the Employer to complete all works and restore heating and hot water to the property.

### **Uneconomic Boiler Repairs (Under 12 years old)**

Where the Contractor feels the parts to repair a boiler would be over £800 the Contractor should contact the Employer immediately this is identified and complete the referral as above, **however in addition allow for a credit within the installation quotation in line with the SOR codes for new works.**

This submission must be made in writing to the Employer with 24hours of the Contractors attendance when the Boiler was identified for a potential replacement.

### **Quotation Required Layout EG:**

Relevant Boiler Installation SOR £3,000.00

Contractor Credit as an obsolete parts referral =/+ £600.00 (In line with submitted rates)

Plant & Equipment (where applicable) =/+ N/A

Boiler Referral Total = £2,400.00

All Labour rates must be from the submitted and agreed Pricing Document **Appendix H**

All prices and quotations must include, all overheads and profits, consumables, waste Management, transport.

### **Uneconomic Boiler Repairs (Over 12 years old)**

At the sole discretion of the Employer, where the parts to repair a boiler are estimated to be over £800 and Contractor feels it is uneconomic to repair they may refer these to the Employer.

The Contractor should contact the Employer immediately this is identified and complete a referral in line with the SOR codes within the pricing

schedule.

This submission must be made in writing to the Employer with 24 hours of the Contractor's attendance when the Boiler was identified for a potential replacement.

### **Full Central Heating Systems**

For full systems the necessary Basket Rate (by Boiler Type & Size) should be used in addition the additional add-on costs for pie work and radiator package should be used.

## **3.0 Dimensions**

The Contractor shall take their own working dimensions on the site as necessary and shall be responsible for the accuracy thereof.

The Contractor should ensure that where resident's fittings and fixtures are to be temporarily removed, they can be re-fixed or alternative fixings provided.

## **4.0 Design Requirements**

All system design will be based upon the requirements detailed in the current Domestic Heating Specification and Design Guide and all relevant current British Standards and Codes of Practice including CheSS specification.

## **5.0 Site Visits**

The Contractor is to visit each property and carry out a detailed survey to establish the nature of the installation to be undertaken.

A full set of electronic heat loss calculations (EG; STARS) are required for each installation irrespective of whether a full system replacement or a Boiler swap (like for like) is required, any potential issues are to be identified during this visit and brought to the attention of the Employer.

In addition, when undertaking the survey, the resident is to be made fully aware of and agree to where items such as the boiler, radiators and

controls are to be sited and the extent of the work to be undertaken.

All this information is to be recorded, and details provided to the residents at the point of the survey and their approval signature requested (any refusals to sign must be notified immediately to the Employer where guidance should be sought from the Employer).

For reactive boiler replacements, all surveys must be carried out same day as notification or the following morning.

## 6.0 Design Conditions

All systems are to be designed capable of providing the mean internal air temperature in the spaces described when the outside temperature is – 3°C. The design must allow for the specified air change rate in each space with continuous heating, the boiler flow temperature being set at 82°C and the circulating pump running.

<b>Space</b>	<b>Air Change Rate</b>	<b>Temperature Requirements, all Dwellings</b>	
Living Room		1.5	21
Kitchen	2		21
Dining Room		1.5	21
Hallway	2		21
Landing	2		21
WC	3		21
Bathroom	3		22
Bedrooms	1		21

## 7.0 Conditions of Temperature Guarantee

The temperature in any room or space will ordinarily be ascertained by a mercury glass thermometer suspended at a point 1.5m from the floor in the centre of the room or other area.

When the outside temperature is not less than -3°C the system is to be guaranteed to achieve the heating standards described in 1.11 previous,

provided the following conditions are satisfied: -

The internal volume of any space or other area served by one radiator must not exceed 42 cubic meters.

In a space which exceeds 42 cubic meters in volume, more than one radiator will be required in order to obtain the heating standards referred to.

The system must have been operated continuously for not less than 24 hour and must continue to operate fully with clock controller overridden and air temperature and hot water thermostatic controls correctly set, and the boiler flow temperatures at manufacturers factory setting.

There must not be more than the specified air change per hour in any room or other area.

## **8.0 Resident's Electrical & Water Supplies**

The Contractor and / or their operative must not use the resident's electrical supply for charging of cordless batteries without the prior consent of the resident.

The Contractor and / or their operatives must not use the residents water supply without the prior consent of the resident.

Where it is not possible to utilise the specified appliance, guidance must be sought from the Client or Employer who may authorise the fitting of a non-system type boiler selected from the ranges of the manufacturers included below. Rates will be agreed for these to include any ancillary equipment and specific controls on over and above cost to the standard rates on an as and when they occur basis.

## **9.0 Flues**

All flue systems will be installed in accordance with manufacturer's instructions, the following requirements must be applied for any flue type specified.

### **Standard Fan Flue**

Provide and fit fan assisted balance flue system through the property and

through outside wall, weather as required. The system shall be accessible for future maintenance and allow for the provision of access panels at joints where the flue is concealed for any reason. Please note this is the standard option and any variance to this must be confirmed with the Employer

### **Vertical Flue**

Provide and fit fan assisted flue unit through roof and weatherproof accordingly. The system shall be accessible for future maintenance and allow for the provision of access panels at joints where the flue is concealed for any reason.

**Note: this is not the preferred option and it shall only be used upon agreement of the Employer**

## **10.0 Gas Supply**

The gas supply to all appliances will conform strictly to BS 6891

In all systems Item a) will apply and be allowed for within the pricing of each system type an over and above rate for the additional cost of completing item b) will be supplied.

Provide and fit a correctly sized gas pipe in copper or steel tube, installed from the meter to serve the boiler and cooker.

Provide and fit a correctly sized gas pipe in copper or steel tube, installed from the meter to serve all existing appliances and reconnect existing appliances to new supply.

## **11.0 Radiators**

All radiators to be selected from the current data leaflet for the approved products detailed within **Appendix C** to give the required heat output to the areas as detailed within this document.

Allowance made must be made for heat emitted by any pipework in these spaces and the emission corrected by the necessary factor. Where an individual space is greater than 42 cubic metres there is a requirement to install 2 radiators in that area.

All radiators to be securely fitted to walls with brackets provided or with purpose made brackets where required should the wall be unstable. Where

existing radiators are being replaced these shall where possible be sized to match existing and fitted in the same place.

Radiators must be sited under windows as far as possible and sized to match the window width. The position of kitchen radiators may be varied to suit layout; however, common sense must prevail over the installation of a radiator in a kitchen. The size and space available must be considered.

Radiators may be sited in positions other than under windows only if this position does not suit existing furniture layouts or there is inadequate height under the windowsill. This alternative position will normally be on an outside wall and must be agreed with the Employer and the resident who should sign and agree the new location.

Two no. air vent keys are to be left with each installation except for sealed system installations where no keys are to be left.

A price is to be submitted for installing an additional radiator when a system upgrade or boiler change is being undertaken.

## **12.0 System Pipe Work**

The system pipework will be installed to connect the new boiler with all controls and component parts in accord with their respective installation instructions.

All exposed pipework shall in the first instance be in copper tubing.

The heating will be two pipe, pump assisted, in not less than 15mm.

All hot water circuits will be not less than 15mm.

The primary circuits to any hot water storage cylinders will also be pumped and all pipework will be concealed where possible. Where there are separate heating zones and hot water circuits the primary flow and return will run from the boiler to a suitable point, usually in an airing cupboard where the circuits will be split by a motorised valve as detailed within the controls section.

Any pipework, which is to be installed in a solid floor is to be ducted using Pendock Profiles floor ducting or equal and approved. It is also to be installed in accordance with the relevant current Codes of Practice and any

specific requirements of the Local Water undertaking. All pipework in the floors will be of the "Kuterlex Plus" or equal and approved type.

This is to be connected to copper tubing prior to becoming exposed in drops to radiators, airing cupboard or at the boiler.

***Drain-off facilities are to be provided and fitted to all boilers and in accessible positions on all low points of drops to radiators.***

The system pipework will incorporate a 22mm Honeywell Automatic Bypass Valve DU145 (if required) and will include an approved and agreed system filter. The valve will be installed in the position recommended and in accordance with the manufacturer's instructions.

## 13.0 System Controls

### Radiators

All radiator valves to be 15mm Danfoss RAS-C<sup>2</sup> Thermostatic radiator valves or similar approved or instructed by the client, and these are ideally to be installed on the flow pipe with Peglers Terrier lockshield valves with drain off approved (or of a manufacturer subsequently instructed by the client) Other valves will be considered if equal and approved.

No TRV to be installed to the radiator where the room thermostat is fitted.

### System Boilers

Automatic control of each system will comprise of a digital Danfoss, Honeywell or ACL (or of a manufacturer subsequently instructed by the client) 7-day programmer with service interval function (this is not to be activated unless instructed by the Employer) and with at least two on/off settings per twenty-four-hour cycle Monday to Friday and the ability to have different settings at weekends and incorporating switches to provide selection of hot water and/or hot water and central heating service. The programmer is to be sited in the Kitchen. In any property over 150m<sup>2</sup> there will be a need to zone the heating areas. This will involve additional control, and this will be by a programmable room thermostat controlling a motorised valve providing heating supply to that zone.

Domestic hot water control is to be by a Danfoss, Honeywell or ACL (or of

a manufacturer subsequently instructed by the client) and clamp-on cylinder thermostat sited on the new hot water storage cylinder one third of the height up from the base.

Overall space heating control is to be by the heating function of the programmer and a Danfoss, Honeywell or ACL, (or of a manufacturer subsequently instructed by the client) approved wireless room thermostat. The room thermostat is to be sited in the space with the uncontrolled radiator which must not be affected by any other heat source and will ideally be in a hallway.

One electrically operated Danfoss, Honeywell or ACL approved (or of a manufacturer subsequently instructed by the client) equivalent mid position three port motorised diverter valve of the flow share type wired to control the operation of the pump and boiler, shall be installed in each cylinder cupboard.

The controls and valves on the system shall be wired in such a fashion when all thermostats are satisfied the boiler and pump are shut off (unless any pump overrun thermostat is in operation).

All controls, valves and thermostats shall be connected to a proprietary wiring centre that is compatible with the controls selected and be installed in accord with their respective installation instructions.

### **Combination Boiler**

Automatic control of each system will comprise of a digital Danfoss, Honeywell or ACL (or of a manufacturer subsequently instructed by the client) 7-day programmer with service interval function (this is not to be activated unless instructed by the Client or Employer) and with at least two on/off settings per twenty-four-hour cycle Monday to Friday and the ability to have different settings at weekends.

The programmer is to be sited in the Kitchen. In any property over 150m<sup>2</sup> there will be a need to zone the heating areas. This will involve additional control, and this will be by a programmable room thermostat controlling a motorised valve providing heating supply to that zone.

Domestic hot water control will be built into the boiler.

Overall space heating control is to be by the heating function of a Load Compensation Thermostat, in accordance with Boiler Plus. The Load Compensation thermostat is to be sited in the space with the uncontrolled radiator which must not be affected by any other heat source and will ideally be in a hallway.

The controls and valves on the system shall be wired in such a fashion when all thermostats are satisfied the boiler and pump are shut off (unless any pump overrun thermostat is in operation).

All controls, valves and thermostats shall be connected to a proprietary wiring centre that is compatible with the controls selected and be installed in accord with their respective installation instructions.

## 14.0 Condense Pipe work

The condense pipe from the new appliance will ordinarily be connected to an adjacent or suitable waste pipe within the property if this is not possible the pipe shall be run from where it passes through the wall in pipe of a diameter of no less than 32mm all of which shall be insulated with class O insulation, such insulation shall be extended through the wall to inside the property.

***The length of outside condense pipe shall not exceed 3m.***

External termination will either be into a drain or soakaway.

Should it be necessary to terminate into a cast iron supply then a "Condensafe" shall be fitted at additional cost.

Where there is no natural fall to the condense pipe a condense pump shall be fitted at additional cost.

## 15.0 Cold Water Storage

Connect boiler to cold main supply via a Salamander or equal and approved combined filling/double check valve kit where there is not one built into the appliance. Ensure the flexible link is not left in position and both inlet and outlet supply are capped.

Supply and install a water conditioner in cold main feed supply to unit as

manufactured by The Rodin Group or equal and approved, where the mains water supply total hardness exceeds 200ppm.

When installing a combination boiler all cold-water supplies within the property are to be converted to being mains fed and any ball valve restrictors are to be replaced.

## 16.0 Domestic Hot Water Systems

New domestic hot water systems will comply with the water by-laws. The units will be fitted on new stillage and will be reconnected to existing or new supplies.

The incoming water supply to any CWS or inbuilt water storage shall have a Scalebuster as manufactured by The Rodin Group or equal and approved water conditioner fitted where the mains water supply total hardness exceeds 200ppm.

All cylinders (New Replacement) are to be fitted with a Titanium Sheath immersion element and Thermostat or equal/approved and wired to an neon fused spur – the spur must be labelled (on the Spur) with the correct identification of its function.

## 17.0 Circulating Pumps

Where no pump is included with the boiler provide and fit a new Grundfos or equal and approved circulating pump with means of isolation and capable of providing each systems requirement. Due to vibration noise where required pumps shall be installed with 2 anti-vibration brackets.

## 18.0 Insulation / Frost Protection

When required, provide and fit a Danfoss Randall RET 230F (or of a manufacturer subsequently instructed by the client) Frost stat or equal and approved in unheated space and wire into system as required to provide frost protection to the whole system.

This is a non-standard item and will be priced as a separate rate, additionally, all pipework shall be insulated on the flow and return from the boiler to any hot water storage cylinder together with all pipework installed in the airing cupboard. All

insulation must be secured by cable ties or glued.

Pipework to be insulated with Armaflex Class 0 with a minimum wall thickness of 13mm or equal and approved installed to manufacturer's instructions.

***The Contractor must check all roof / Loft void and notify the Employer in writing wherever insulation is less than 270mm.***

## **19.0 Flushing and cleaning of new and existing systems**

All systems shall be thoroughly cleaned and flushed prior to commissioning. This shall as a minimum be carried out in accord with the requirements of BS7593 – “Code of Treatment of water in domestic hot water heating systems”.

Further guidance in this respect may be sought from manufacturers such as Adey. If required, flushing, cleaning, descaling and desludging is to be completed using a power flushing system.

The system once all commissioning has been completed shall be dosed with a water treatment recommended by the boiler manufacturers for the system that has been approved and agreed by the Employer or their representative. A label shall be attached to the sealed system kit stating a system inhibitor dosage has been applied to the system and full history given of the dosage applied.

## **20.0 Continuity of Service**

The Contractor will leave the properties with all gas, electric, water and services in proper working order at the end of each working day. Under no circumstances shall residents be without the use of these services and facilities overnight.

Ensure that an alternative form of heating and hot water is supplied in line with the requirement of **Appendix C** Section 11 available for the occupier during the period of works.

## **21.0 Electrical Supply & Bonding**

All wiring must be installed to an neon fused spur (if there is not one currently fitted then one must be installed at the time of the work – the spur must be labelled (printed label or engraved on the Spur) with the correct identification

of its function.

All final connection to each system will be within 1.8 metres and adjacent to each boiler.

All electrical wiring necessary for the satisfactory operation of the system to be provided, installed and connected by the Contractor to conform with the installation instructions including, if necessary, a new main supply. This will include any necessary extension or adaption to existing wiring to facilitate the installation of any type of replacement boiler.

All work shall conform to the current IEE regulations. All exposed wiring to be installed in mini trunking.

The Contractor must remove any obsolete wiring (and trunking/conduit) whilst on site and dispose of in the correct manner making good following removal.

All work to be carried out by a competent NICIEC registered electrician who will issue test and completion certificates.

Provide and fit all bonding or cross bonding to gas supply, water supply and heating system to conform to current IEE regulations, regardless as to whether the electrical tests have shown it to be required or not.

## **22.0 Airing Cupboards**

The rates to be given for this work are to be additional to the standard systems and will be priced separately. Agreement will only be given by the Client or Clients Representative for the construction or adaption of an airing cupboard where is no suitable no cost option.

Construct a new cylinder cupboard on site agreed by Client or Employer, this is to include 3 no airing cupboard shelves.

Supply and fit 3 no airing shelves in each airing cupboard.

Adapt airing cupboard to accommodate new cylinder, this is to include removal of front and door, enlargement of the cupboard and refixing of the front and the door and any repainting as necessary.

Install boiler guard and adapt airing cupboard shelves

Provide and fit adequate boiler compartment ventilation where boilers are fitted in compartments or cupboards as required.

## 25.0 Operating and User Manuals / Instructions

The Contractor will be responsible for ensuring that each resident fully understands the operating principles of the whole central heating system. Such instruction is to include advice in respect of the most energy efficient means of operating and controlling the system.

Sufficient copies of the working instructions and manufacturer's leaflets of installed appliances and controls and a completed Benchmark Booklet are provided electronically to the Employer.

The Contractor must register every Boiler Installation with the appropriate body (currently GAS SAFE) and make sure a Building Regulations Compliance Certificate is provided as part of the O&M pack.

## 26.0 Landlord Gas Safety Registration and Certification

On the day of completion of each installation the Contractor is to carry out a Landlord's Gas Installation Certificate.

The certificate must be provided with all other paperwork upon invoicing.

It is the Contractor's responsibility to register all new boilers with currently Gas Safe and or 'The Gas Regulator'.

It is for the Contractor to register all manufacturers warranties and provide electronic copies to the Employer on a monthly basis.

## 27.0 Completion Certificate / Commissioning and Completion of and the submission of new EPC

A person authorised by the Contractor shall visit each dwelling on the day of completion and issue a Completion Certificate confirming that the system has been fully installed, tested, commissioned and is working as specified and all parts of the specification have been complied with.

***On completion of a new central heating boiler and system or just a replacement Boiler, the Contractor is to provide a new EPC for the whole property inline with all current regulations at the time to the***

**employer.**

Supporting data must also be provided in Excel (or other as agreed at the mobilization stage) format in order to be uploaded into the Employers stock condition database. The Issuing of data must be via the monthly Contract report supplied by the Contractor ahead of the monthly Contract meeting or as otherwise agreed.

## **28.0 Installation Inspection**

Installations will be inspected by the Employers Technical Representative after completion and any apparent defects or items of remedial work reported back to the Contractor. These are to be addressed and rectified within 10 days of notification.

## **29.0 Existing Equipment General**

Carefully drain down, disconnect and remove from site all redundant existing heating and hot water equipment, in accordance with the HSE and Environment Agency requirements, except any item that is the residents' own property,

The items detailed herein apply in general terms and are intended to be indicative of works that may be required dependent upon the extent of the new installation or any boiler replacement and associated system upgrade.

Remove and make good: -

All types of solid fuel appliances.

All types of electric heating and hot water appliances.

All types of old gas heating & hot water appliances including warm air units and associated ducting, grilles, registers and vents.

All types of fireplace surround however where possible hearths should be

left in situ.

Leave flue liner in place, brick up openings and fit louvre air brick to any now redundant chimney.

Carefully remove any residents own gas appliances including fires, wall heaters, circulators and multipoint water heaters and return them to the resident.

Any redundant pipework, flues, fittings, ducting, and controls etc.

Any redundant wiring and fittings to be removed and isolated.

Any redundant gas and/or water supplies to removed and isolated.

### **30.0 Existing Chimneys**

Where applicable the Contractor is to be responsible for arranging and including in the tender price for the thorough sweeping of any existing chimneys if they are to be reused and to provide a NACS certificate and CCTV video to that effect.

### **31.0 Asbestos Regulations**

Contractors are to satisfy themselves that any existing asbestos-based insulation or equipment complies with the current requirements as detailed in the Asbestos Regulations. Any asbestos must be removed and disposed of by a licensed carrier to a licensed disposal site. Contractors will be provided with an asbestos register by the Client, but they will equally be expected have had some form of asbestos awareness training

### **32.0 Elderly, Disabled and Vulnerable Persons**

Special care and consideration must be given to all the above. Such will require on site consultation and agreement in both the way the work will proceed and the extent of the work that meets the specific needs of the occupier.

### **33.0 Gas, Water and Electrical Supplies**

Under no circumstances must work be started in any dwelling that is not fitted with all services and meters. Arranging for any gas, water and electrical meters to be fitted is the resident's responsibility and they should

be notified of this before their dwellings are programmed. It is the responsibility of the Contractor to determine if there is a gas supply to the property. If there is not then reference must be made to the Employer, this should be done at the time of the survey.

However, the Contractor after seeking the Employer's approval will make his own arrangements to have the supply of gas put on to a property. This will be paid for as an extra to the contract on an individual basis providing supporting documentation is submitted with invoice.

It is also the Contractor's responsibility to ensure that the gas, water and electric supplies are adequate to meet the requirements of the new installation. If there are any issues such as poor incoming gas or water pressure they are to liaise with the respective supplier for rectification and appraise the Employer of same.

### **34.0 Electrical Works**

All electrical work must be carried out by a competent NICEIC registered electrician, who must issue current approved NICEIC test and completion certificates for each individual installation.

As a minimum a Minor Works certificate is required with any Boiler Installation or other piece of Electrical work undertaken as part of this Contract. The Contractor must also make sure that if installation should fall under another electrical certification category EG: Part P that this certification is also provided, no payment will be made for incomplete O&Ms

Equally a note must be made on the certificate that all bonding has been completed in accordance with the current edition of the IEE Regulations and any promulgation thereof

### **35.0 Continuity of Works**

The entirety of the work required to complete a new system installation or replacement boiler and or system installation shall be completed in one continuous operation.

The various trades, operatives and material delivery will need to be

coordinated to achieve this, and the Contractor will be required to provide details in this respect. In any event, this includes but is not confined to the following elements:

- a) Removal of existing equipment
- b) Installation of new or replacement equipment
- c) Electrical work
- d) Builders work
- e) Removal of rubbish
- f) Making good and any redecoration works
- g) Commissioning and quality control.

### **37.0 Boiler Replacement Timescale**

The required timescales for completion of replacement boilers ordered are from the point of instruction to completion are:

- a) working days for boiler change being sited within 3m of the existing position and any system upgrade
- b) 3 working days for boiler change being sited further than 3m from the existing position and any system upgrade
- c) 5 working days for full replacement central heating installations including Voids.
- d) 2 working days for any boiler replacement in a void property

### **38.0 Exclusion's**

The following work is excluded: -

The provision of gas, water and electricity for testing of each system as required.

Arranging for gas or electrical meters to be fitted (the resident should be notified to contact the respective supplier for this and be given sufficient notice to enable a meter to be fitted).

### **39.0 General Builders Work and Making Good**

All builders work such as cutting away, forming holes, making good, built-in brackets or any other function associated with the fabric of the building and its alteration as necessary to suit the heating system, is within the scope of this specification and must be included within the price for each work element specified.

The following are to be costed as requested the Contractors cost must include for adaptations as necessary to any pipework, wiring, flues, boxing, ventilation and all making good to plaster finish internally and to be paint matched to existing internal and externally affected areas.

Make good to all ceilings and walls to plaster finish and to match existing decorations as closely as possible.

Remove all redundant water tanks their supports are to be make good.

The removal and safe disposal of all redundant Boilers, controls, pipe work, Hot Water Cylinders and associated equipment used in anyway to operate within the previous system.

Remove any coal bunkers made redundant by the heating installation, bag any coal up and return to the resident.

Any disturbed areas around chases cut for ducts across solid floors for pipework are to be tiled together with the duct covers to match existing floor tiles as near as practical.

***Any areas, where boilers, tiled hearths and warm air units and circulators have been removed, will be made good to the following standard: -***

Straighten and level floor and provide and install floor tiling to match existing everywhere the floor finish has been disturbed.

Make good all holes and cracks and openings left in walls and ceilings.

plaster finish around fire hearths to match existing decorations as closely as possible including any painting.

Any chimneys and flues made redundant as a result of removing appliances are to:

Have the flue liner and terminal left in position and have the liner secured

within the builders opening and fitted with a terminal cap.

The opening is to be bricked up and plastered and be permanently sealed except for a suitable air vent which is to be fitted above the base to ensure the chimney is always vented.

Where there is an incomplete run of skirting board across an opening where a back boiler has been removed, a section of new skirting board to match the existing shall be installed and decorated across the whole of the chimney breast.

Wherever floorboards are lifted, they are to be replaced if damaged and all boards are to be screwed and countersunk into position.

Should a laminate or other similar floor construction be encountered then the occupant must be advised they should make their own arrangements to have such floor lifted prior to the works commencing. This must be recorded on the survey details provided to the resident.

Alternatively, the Contractor may lift the flooring upon the occupant signing a disclaimer to the effect neither the Client or the Contractor is responsible for any damage which may arise or for the floor's reinstatement.

All ducting, grilles, register, and vents that can be removed practically whenever a warm air unit is replaced shall be removed and made good to the required standards.

Whenever hot works are in use the Contractor must ensure adequate protection of decorative and soft furnishings is maintained always. Any making good, associated scorch or burn marks then any related costs will be recoverable from the Contractor.

All works must comply with all relevant regulations, codes of practice, manufacturer's instructions,

Any brickwork is to be 'toothed in' with matching brickwork and not have the hole filled and plastered.

## **40.0 Additional Requirements to be costed within Installation SORs**

The Contractor is to cost within their submitted tendered Installation rates for but not limited to the following:

1. Unless there are exceptional reasons, and these must be agreed with the Employer all boilers must be fitted on the ground floor to preclude the use of scaffolding both within the installation process and during any future maintenance work.
2. No pipework shall be run externally nor shall any flue be installed in a void unless there is no practical alternative and then only with the permission of the Employer, allowance within the inclusive installation cost be for the correct ventilation of any void, written agreement of the Employer must be obtained for any ventilation including in void/boxing.
3. All appliances, controls and component parts must be fitted entirely in accord with the manufacturer's instructions. In addition, a CO detector (hard wired or 10 year lithium battery one) must already be present in the same room as the appliance being installed. If a AAA battery CO Detector is fitted the Contractor must notify the Employer immediate so that they can arrange for their electrical Contractor to attend and upgrade. The Contractor is to leave the AAA CO Detector in place as per the manufacturer's instruction.
4. Before any work commences on site the Contractor's operative is to have a copy of the survey details supplied to the resident and confirm its content. Any issues arising for this should in the first instance be referred to the operative's supervisor who will then determine how this shall be resolved.



# **Domestic Heating Contract**

**Appendix F1**

**Additional Works Specification**

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## 1.0 Scope of works / Quotation Requirements

As this is a '**Fully inclusive Risk and Reward' Contract** (FIRRC) for the service, maintenance / breakdown, repairs to the Councils Gas, LPG and Solid Fuel Boilers and associated equipment it is anticipated that there will not be a lot of follow on works that will be chargeable outside of the Contract.

There will be some labour schedule of rates only and the cost of any additional works will be quotes on a case-by-case bases as follows:

For additional works to voids, please see Appendix E, quotations for all works must be submitted as below:

### **Chargeable quotations will be submitted as per the example below**

For materials over £50 as part of the quotation the Contractor will need to provide a copy of the Merchant/Suppliers cost for each items minus any trade discount (price charged to the Employer).

Labour costs will be the numbers of hours to be worked multiplied by the submitted hourly labour rate.

### **Chargeable Works Quotation Required 'Open Book' Layout:**

Itemised Part/Materials =/+ £400.00 (The net cost of parts over £50 must be supported with a merchant proforma invoice)

£60.00 = 15 % Overheads and profits as laid out in the SOR submission

Itemised Labour =/+ £100.00 (2 x £50 per hour)

Plant & Equipment (where applicable) =/+ N/A

Sub Total = £560.00

All Labour rates must be from the submitted and agreed Pricing Document **Appendix H.**

All prices and quotations must include consumables, waste Management, transport.

if the need arose during the term of the Contract, the Employer at their sole discretion would work out whether a SOR was needed.

**Vandalism and misuse are included within the inclusive element** of the contract, however should the Contractor make a referral following 2 visits to the same site within 30 days for the same repair where they deem the fault to be caused by Vandalism or misuse the EMPLOYER will at their sole discretion only, will discuss with the Contractor a positive way forward for both parties.

***The Contractor must provide Photographic evidence to support their claim.***

Where call outs are attended to for authorised cases of mis-use or vandalism, the Contractor will be paid in accordance with the tendered schedule of rates.

## **2.0 General Conditions**

Where the Employer or their representative requests a quotation for any works, the Contractor is to submit this by email within 2 working days as above.

In an emergency verbal acceptance of a quotation may be allowed by the Employer however this must always be backed in writing by the Employer.

***For what ever reason and at the sole discretion of the Employer and / or their representative, they may wish for works to be completed by others. Under this Contract there is no guarantee of works of any kind and for any reason.***

Work that will require building regulations approval is to culminate in the provision and issue of the ensuing certificate to the Employer at no further cost to the Employer before payment can be made to the Contractor.

For Boiler referrals please note Appendix F – New Works



# **Domestic Heating Contract**

## **Appendix G**

### **Key Performance Indicators (KPIs)**

## Notes

This Domestic Gas excel spreadsheet outlines the performance standards expected of the Contractor in the delivery of the Domestic gas servicing, maintenance and associated works contract. Performance will be monitored monthly, and outcomes will be discussed during contract review meetings. Failure to meet these targets may trigger performance improvement measures.

### Performance Monitoring and Escalation Procedure

- \* Performance will be assessed monthly against each KPI.
- \* KPIs statistics must be reported monthly by the contractor in the contractor report (Format to be discussed at mobilisation) to the Employer to be discussed at the monthly contract meetings.
- \* Where any one KPI falls below the required standard for **three consecutive months**, the Employer will require the Contractor to implement a **Performance Improvement Plan**.
- \* Continued failure to meet the same KPI for a further **two consecutive months** (i.e. five months total) may result in the Employer exercising its right to invoke the **13-week no-fault termination clause**, as set out in the Contract Terms
- \* Key Performance Indicators (KPIs) will be monitored, and the Contractor will supply information to enable their preparation as is required.
- \* KPIs are however subject to review by the Employer's Representative throughout the contract and changes will be discussed and agreed.
- \* To demonstrate improvement throughout the contract term, where possible the target is to be increased incrementally throughout the contract term.
- \* All KPI's will be presented prior to each progress meeting.
- \* Compliance by the Contractor with KPIs shall be the subject of Annual Reviews undertaken on the following basis:
  - \* Performance Review meetings will be organised by the Employer's Representative with representatives of the Contractor, the Employer and Employer's Representative to evaluate progress and enable corporate learning.
  - \* Annual Reviews will be undertaken by the Employer's Representative with participation from representatives of the Employer and Contractor.
- \* Where problems are identified in achievement of KPIs at any time the party identifying such problem shall immediately notify such problems to the other parties in writing with constructive proposals for their resolution and the parties shall consider such proposals through regular review meetings.
- \* Where problems cannot be resolved through the Review procedure described and particularly where there is a persistent failure to achieve any one or more of the agreed KPIs, then the parties shall meet to review their position and establish such alternative arrangements as may be necessary to meet their reasonable joint and individual requirements.

## Appendix G - Key Performance Indicators (KPI's)

KPI	Objective	Performance Measure	Target	Reporting Frequency	Measurement Method
1	Service Appointments	The number of appointments that are made and kept within the timescale of the 60 day process	100%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
2	Repair / Breakdown Appointments	The number of Repair /Breakdown appointments that are made and kept	98%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
3	Breakdown / Repairs Attended and Completed within timescale- Emergency	% of repairs completed within the 1 hour timescale (From when the job was first registered to when a final completion was made / No repeat jobs allowed within 30 days) See Appendix D - Job Allocations	98%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
3a	Breakdown / Repairs Attended and Completed within timescale- General Emergency	% of repairs completed within the 4 hour timescale (From when the job was first registered to when a final completion was made / No repeat jobs allowed within 30 days) See Appendix D - Job Allocations	98%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
3b	Repairs Completed within timescale - Urgent	Where a call is received before 12.00 (noon) Respond and attend the same day - All works completed within 3 working days See Appendix D - Job Allocations	98%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
3c	Repairs Completed within timescale - Urgent	Where a call is received after 12.00 (noon) Respond and attend before 10.00 the next working day - All works completed within 3 working days See Appendix D - Job Allocations	98%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
3d	Repairs Completed within timescale - Routine	For follow on works at the Employers written discretion only – All works to be completed within 10 working days of original job raised. See Appendix D - Job Allocations	100%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer

## Appendix G - Key Performance Indicators (KPI's)

KPI	Objective	Performance Measure	Target	Reporting Frequency	Measurement Method
4	Breakdown / Repairs Attended and Completed within timescale- General Emergency	1st time fix (From when the job was first registered to when a final completion was made / No repeat jobs allowed within 30 days) See Appendix D - Job Allocations	95%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
4a	Repairs Completed within timescale - Urgent	1st time fix (From when the job was first registered to when a final completion was made / No repeat jobs allowed within 30 days)	95%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
4b	Repairs Completed within timescale - Urgent	1st time fix (From when the job was first registered to when a final completion was made / No repeat jobs allowed within 30 days)	95%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
4c	Repairs Completed within timescale - Routine	1st time fix (From when the job was first registered to when a final completion was made / No repeat jobs allowed within 30 days)	95%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
5	Installation Works	Installations completed within timeline from Appendix G section 22.0	100%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
6	Electronic LGSR Sub	Electronic Landlord Gas Safety Record (LGSR) must be Quality checked and received within 12 hours of completion	100%	Monthly	Electronic Certification supplied direct to the Employers third party auditor
7	Customer Satisfactor	Satisfaction Surveys % Satisfied or above based on a 3 teir scale - Not Satisfied, Satisfied and Exceeded Expectations	98%	Monthly	Electronic Feedback form
8	Customer Satisfactor	Satisfaction Surveys % Satisfied or above based on a 3 teir scale - Not Satisfied, Satisfied and Exceeded Expectations	98%	Monthly	Electronic Feedback form

## Appendix G - Key Performance Indicators (KPI's)

<b>KPI</b>	<b>Objective</b>	<b>Performance Measure</b>	<b>Target</b>	<b>Reporting Frequency</b>	<b>Measurement Method</b>
9	Complaints/Dissatisfactions or Goodwill Recommendations (Service & Repairs)	How many Complaints/Dissatisfactions or Goodwill Recommendations were received within a month against number of jobs raised	1.00%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer
10	Complaints/Dissatisfactions or Goodwill Recommendations (Service & Repairs)	How many Complaints/Dissatisfactions or Goodwill Recommendations upheld and Compensation paid against number of jobs raised	1.00%	Monthly	Automated Monthly Report scuternised by the Contractor before submission to the Employer



# **Domestic Heating Contract**

**Appendix H**

**Pricing Schedule**

**Folkestone and Hythe District Council**  
**SCHEDULE OF RATES DOMESTIC GAS**

The following schedule of prices is for use within the Contract as directed by the Employer

All items to be priced in accordance with the tender documents.

**Notes:**

"Supply and Fix" or "renew" or "fit" means, unless otherwise stated that the rate includes for taking out the existing where necessary and supplying and fixing the new items or material described to a similar or improved specification including all necessary new works, alteration, adaptations, isolation, testing, commissioning and providing certification

SOR codes for FIX ONLY shall include for all associated works with new or replacement, including all necessary alteration, adaptations, isolation, testing, commissioning and providing certification

The Contractor shall be reimbursed the actual cost of the material/part, together with a % addition for overhead & profit and all trade discounts, rebates, cash discounts etc; will accrue to the client

Adhoc Repair Items over and above the Responsive repair 'Risk & Reward' element of the contract and will only be considered over and above. Where there is no SOR then the labour rate below are to be used along with 'open book' reporting for any materials needed (2 different Merchant proforma invoices would be required by the EMPLOYER for all materials) The quoted prices within the submission must be in line and include all the requirements within all the various tender documents. All costings must include all costs which are, but not limited to: Materials and Labour, Overheads and Profit, Waste Management, Plant and Access, Transport and Consumables. These costs are to be used only at the written discretion of the EMPLOYER. Any agreed quotable prices would then be made in to a permanent SOR for future use within the contract.

All cost amounts to exclude VAT.

Appendix H - Pricing Schedule V3 BM Final  
Annex A Summary

TOTAL TENDER SUMMARY SHEET		
INDEX	DESCRIPTION	TOTAL
Annex B	Schedule of Hourly Rate	Not part of evaluation
Annex C	Unvented Hot Water Cylinders	
Annex C	Gas Servicing	
Annex C	LPG Appliances and Systems	
Annex C	Solid fuel appliances	
Annex E	Additional Works	Not part of evaluation
<b>Sub Total</b>		<b>£ 413,603.50</b>
Annex D	Boilers Installations	
<b>Sub Total</b>		
<b>TOTAL</b>		

## Appendix H - Pricing Schedule V3 BM Final Annex B Hourly Rates

**These figures are for information purposes only during the contract term and do not form part of the evaluation total.**

All inclusive' labour rates are to apply to time actually spent on Site undertaking the required and authorised work. The SOR's are therefore to include for all costs of employment of the operative, travel, management and supervision, small tools, plant and equipment, transport and vehicles, communication measures, central office and general overheads and profit.

The Tenderer is to insert their hourly all inclusive rates against each of the Codes

LABOUR HOURLY RATES			
SCHEDULE NUMBER	DESCRIPTION	UNIT	COST £
LHR-001	Gas Supervisor	Per hour	
LHR-002	Gas Engineer (Domestic)	Per hour	
LHR-003	Plumber	Per hour	
LHR-004	Electrician	Per hour	
LHR-005	Builder	Per hour	
		TOTAL	
LHR-006	OH&P when applied against an open book Quotation/Non SOR work	%	

Appendix H - Pricing Schedule V3 BM Final  
Annex C Risk & Reward

Risk & Reward - Fully Inclusive Price					
SCHEDULE NUMBER	DESCRIPTION	UNIT	COST £	Multiplication Factor	Yearly Value Per Property
GS-D-001	Unvented Hot Water Cylinders	Item		20	
GS-D-002	Gas Servicing	Item		2,817	
GS-D-003	LPG Appliances and Systems	Item		14	
GS-D-004	Solid fuel appliances	Item		2	
				<b>TOTAL</b>	<b>£ 413,603.50</b>

## Appendix H - Pricing Schedule V3 BM Final Annex D Boiler Installations

**NOTE: Please complete in line with Basket Rate information in the specification. All additional works are at the sole discretion of the EMPLOYER.**

Ref	Combination Basket Rates	Unit	Quantities	Rate
CB-001	Worcester 4000 25kw combination Boiler	Item	1	
CB-002	Worcester 4000 30kw combination Boiler	Item	1	
	System Boiler Basket Rates	Unit	Quantites	Rate
SB-004	Worcester 4000 12kw System Boiler	Item	1	
SB-005	Worcester 4000 15kw System Boiler	Item	1	
SB-006	Worcester 4000 18kw System Boiler	Item	1	
SB-007	Worcester 4000 24kw System Boiler	Item	1	
	Inclusive Full Central Heating	Unit	Quantities	Rate
FCH-06	CB-01 Basket Rate plus up to 5 Radiators and all Pipework (Sized for a 1 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-07	CB-01 Basket Rate plus up to 6 Radiators and all Pipework (Sized for a 2 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-08	CB-01 Basket Rate plus up to 7 Radiators and all Pipework (Sized for a 3 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-09	CB-02 Basket Rate plus up to 5 Radiators and all Pipework (Sized for a 1 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-10	CB-02 Basket Rate plus up to 6 Radiators and all Pipework (Sized for a 2 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-11	CB-02 Basket Rate plus up to 7 Radiators and all Pipework (Sized for a 3 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-15	SB-04 Basket Rate plus up to 5 Radiators and all Pipework (Sized for a 1 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-16	SB-04 Basket Rate plus up to 6 Radiators and all Pipework (Sized for a 2 Bed Property based on Electronic Heat Loss Calculations)	Item	1	

**Appendix H - Pricing Schedule V3 BM Final**  
**Annex D Boiler Installations**

Inclusive Full Central Heating		Unit	Quantities	Rate
FCH-17	SB-04 Basket Rate plus up to 7 Radiators and all Pipework (Sized for a 3 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-18	SB-05 Basket Rate plus up to 5 Radiators and all Pipework (Sized for a 1 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-19	SB-05 Basket Rate plus up to 6 Radiators and all Pipework (Sized for a 2 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-20	SB-05 Basket Rate plus up to 7 Radiators and all Pipework (Sized for a 3 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-21	SB-06 Basket Rate plus up to 5 Radiators and all Pipework (Sized for a 1 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-22	SB-06 Basket Rate plus up to 6 Radiators and all Pipework (Sized for a 2 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-23	SB-06 Basket Rate plus up to 7 Radiators and all Pipework (Sized for a 3 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-24	SB-07 Basket Rate plus up to 5 Radiators and all Pipework (Sized for a 1 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-25	SB-07 Basket Rate plus up to 6 Radiators and all Pipework (Sized for a 2 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
FCH-26	SB-07 Basket Rate plus up to 7 Radiators and all Pipework (Sized for a 3 Bed Property based on Electronic Heat Loss Calculations)	Item	1	
		Total		

## Appendix H - Pricing Schedule V3 BM Final

### Annex E Additional Works

**These figures are for information purposes only during the contract term and do not form part of the evaluation total.**

**Adhoc Repair Items over and above the Responsive repair 'Risk & Reward' element of the contract and will only be considered over and above. Where there is no SOR then the labour rate below are be used along with 'open book' reporting for any materials needed (2 different Merchant proforma invoices would be required by the EMPLOYER for all materials)** The quoted prices within the submission must be in line and include all the requirements within all the various tender documents. All costings must include all costs which are, but not limited to: Materials and Labour, Overheads and Profit, Waste Management, Plant and Access, Transport and Consumables. **These costs are to be used only at the written discretion of the EMPLOYER. Any agreed quotable prices would then be made in to a permanent SOR for future use within the contract.**

Ref	Description	Unit	Quantities	Rate
AW-001	Supply & fit a new un-vented indirect/coil type double feed HW cylinder (90 Litres) including all pipe work upto 9m electrical works and certification (New Installations - Replacement are included in Annex C Inclusive Risk & Reward)	Item	1	
AW-002	Run up to 3 metres 15mm copper tubing including relevant fittings	Item	1	
AW-003	Run up to 3 metres 22mm copper tubing including relevant fittings	Item	1	
AW-004	Run up to 3 metres 28mm copper tubing including relevant fittings	Item	1	
AW-006	Install back plate elbow to cooker point (BPE must be left plugged for residnet to have cooker connected)	Item	1	
AW-007	Supply & fit Stelrad radiator Upto 1000btu	Item	1	
AW-008	Supply & fit Stelrad radiator Upto 2000btu	Item	1	
AW-009	Supply & fit Stelrad radiator Upto 3000btu	Item	1	
AW-010	Supply & fit Stelrad radiator Upto 4000btu	Item	1	
AW-011	Replace or install both TRV and lockshield valve	Item	1	
AW-012	Replace or install TRV	Item	1	
AW-013	Replace or install lockshield valve	Item	1	
AW-015	Install Armaflex lagging per 2 meter upto 25mm	Item	1	
AW-016	Supply Scaffold priced on a per lift basis, up to 3m wide	Item	1	
AW-017	Carry our out concealed flue inspection	Item	1	
AW-018	Supply and fit inspection cover to concealed flue	Item	1	

Appendix H - Pricing Schedule V3 BM Final  
Annex E Additional Works

Ref	Description	Unit	Quantities	Rate
AW-019	Supply and install high and low-level compartment ventilation	Item	1	
AW-020	Undertake and supply an electronic heat loss calculaion report EG: Stelrad 'STARS'	Item	1	
CB-031	Standard telescopic flue kit (350-570mm)	100mm diameter - Horizontal RS Flue	Item	1
CB-032	Long telescopic flue kit (570-790mm)	100mm diameter - Horizontal RS Flue	Item	1
CB-033	Extension flue kit (960mm)	100mm diameter - Horizontal RS Flue	Item	1
CB-034	2m flue extension	100mm diameter - Horizontal RS Flue	Item	1
CB-036	90 degree bend	100mm diameter - Horizontal RS Flue	Item	1
CB-037	45 degree bend	100mm diameter - Horizontal RS Flue	Item	1
CB-038	High level horizontal flue adaptor	100mm diameter - Horizontal RS Flue	Item	1
CB-039	Support bracket kit	100mm diameter - Horizontal RS Flue	Item	1
CB-042	Support bracket kit (CDi Compact)	100mm diameter - Horizontal RS Flue	Item	1
CB-050	Vertical 1,090mm balanced flue kit (inc adaptor)	100mm diameter - Vertical RSF Flue	Item	1
CB-051	Extension flue kit (960mm)	100mm diameter - Vertical RSF Flue	Item	1
CB-052	2m flue extension	100mm diameter - Vertical RSF Flue	Item	1
CB-053	Short flue extension	100mm diameter - Vertical RSF Flue	Item	1
CB-054	90 degree bend	100mm diameter - Vertical RSF Flue	Item	1
CB-055	45 degree bend	100mm diameter - Vertical RSF Flue	Item	1
CB-056	Flashing - flat roof	100mm diameter - Vertical RSF Flue	Item	1
CB-057	Flashing -pitched roof	100mm diameter - Vertical RSF Flue	Item	1
CB-043	Standard telescopic flue kit	125mm diameter - Horizontal RS Flue	Item	1
CB-044	Extension flue kit (960mm)	125mm diameter - Horizontal RS Flue	Item	1
CB-045	90 degree bend	125mm diameter - Horizontal RS Flue	Item	1
CB-046	45 degree bend	125mm diameter - Horizontal RS Flue	Item	1
CB-047	High level horizontal flue adaptor	125mm diameter - Horizontal RS Flue	Item	1
CB-048	Support bracket kit	125mm diameter - Horizontal RS Flue	Item	1
CB-049	Support bracket kit (CDi Compact)	125mm diameter - Horizontal RS Flue	Item	1
CB-058	Vertical 1,365mm balanced flue kit (inc adaptor)	125mm diameter - Vertical RSF Flue	Item	1
CB-059	Extension flue kit (960mm)	125mm diameter - Vertical RSF Flue	Item	1
CB-060	90 degree bend	125mm diameter - Vertical RSF Flue	Item	1
CB-061	45 degree bend	125mm diameter - Vertical RSF Flue	Item	1

Appendix H - Pricing Schedule V3 BM Final  
Annex E Additional Works

Ref	Description	Unit	Quantities	Rate
CB-062	Flashing - flat roof	125mm diameter - Vertical RSF Flue	Item	1
CB-063	Flashing -pitched roof	125mm diameter - Vertical RSF Flue	Item	1
CB-064	Plume management kit	Plume management system	Item	1
CB-065	Extension (1,000mm)	Plume management system	Item	1
CB-066	90 degree bend	Plume management system	Item	1
CB-067	45 degree bend (pair)	Plume management system	Item	1
CB-068	Plume management terminal guard round	Plume management system	Item	1
				TOTAL



# **Domestic Heating Contract**

**Appendix I**

**Property & Asset List**

**Appendix I redacted in the interest of tenant safety**



# **Domestic Heating Contract**

**Appendix J**

**Clarifications Log**

NB: Clarifications relating to the tender process have been removed from this version of the clarifications log for clarity and brevity

Date Received	No.	Question	Response
8/7/25	2	<p>Under the risk and reward pricing document, Annex C GS-D-001, GS-D-002, GS-D-003, GS-D-004</p> <p>Do you require the costings to include service packs? Or is it cost only for CP-12 for boilers and solid fuel, G3 checks for unvented?</p>	<p>Full Controlled Entry Packs as per the specification are required in the costing, no additional costs will be made.</p> <p>Engineers must have a G3 Qualification to work on unvented cylinders and the cost must include for all works and certification.</p>
22/7/25	15	<p>To ensure accurate pricing, could you kindly confirm the numbers of chimneys within your asset portfolio?</p>	<p>There are approx. 10. However, this number will fluctuate during the contract term.</p>
22/7/25	16	<p>Regarding Appendix D, section 5.0, could you kindly confirm whether FHDC will accept photographs of no access cards as opposed to hard copies?</p>	<p>Photograph evidence in line with the Controlled Access Process is required.</p> <p>IE: For every no access a clear photograph of the front door including the door number with the no access card in the letterbox must be provided.</p> <p>Hard copies of the access cards will not be required.</p>
22/7/25	17	<p>Regarding Appendix A, section 47.0, could you please confirm whether customer satisfaction surveys can be sent to residents after the engineer has left the property, or do they need to be completed on a PDA whilst the engineer is still present?</p>	<p>We expect Customer Satisfaction surveys will be post attendance. The full process will be discussed and agreed during the mobilisation period. We anticipate there will be a mixed approach including some combination of lettered, SMS and/or telephone reporting.</p>
22/7/25	18	<p>With reference to Appendix A, section 47.0, can you please confirm if it's a requirement for residents to complete the customer satisfaction questionnaire whilst the engineer is still present within the property?</p>	<p>As above (item 17), surveys are not required to be completed whilst the engineer is still present within the property.</p>

22/7/25	19	Could you kindly confirm whether Appendix B, section 6.0 Contractor Reports, 'Detection reports' relates to faulty smoke/heat/carbon monoxide detection device which require replacing?	This regards reporting the status of all smoke/heat and carbon monoxide (CO) detection devices at the property: whether they are installed and working, faulty, expired, or missing.
22/7/25	20	Can you please confirm if the 'Detection reports' specified within Appendix B, section 6.0 Contractor Reports, is in relation to smoke/heat detection?	As above (item 19) the reports relate to both heat/smoke detection devices and carbon monoxide (CO) detection devices.



# **Domestic Heating Contract**

**Appendix K**

**Parent Company Guarantee**



3. Upon being required to do so by the Employer by notice in writing, the Guarantor shall at its own expense perform or take whatever steps may be necessary to procure the performance of the Contractor's obligations under the Contract and shall from the date of such notice assume jointly and severally with the Contractor all the rights and obligations of the Contract in every way as if the Guarantor were a party thereto, and the performance of the Contract shall continue as if the Guarantor and the Employer had been the original parties to the Contract;
4. The Guarantor shall not be discharged or released from this Guarantee nor shall its liability under this Guarantee be affected or impaired:
  - (i) by any agreement, conduct or forbearance between or afforded to the Contractor by the Employer;
  - (ii) by reason of any alteration in the obligations undertaken by the Contractor;
  - (iii) by any forbearance whether as to payment, time, performance or otherwise; or
  - (iv) as a result of any change in the constitution of the Guarantor, the Contractor or the Employer.
5. The Employer shall not be obliged to require payment from the Contractor before enforcing the terms of this Guarantee and the Guarantor shall be treated in all respects as being jointly and severally liable with the Contractor for all liabilities obligations and undertakings of the Contractor as provided in the Contract.
6. This Guarantee shall remain in full force and effect until the expiry of the Contract and until all the obligations of the Contractor under the Contract have been satisfied in full and this Guarantee is in addition to and not in substitution for any other guarantee, undertaking, indemnity, security or other obligation given or owing to the Employer in respect of sums due or liabilities arising pursuant to the terms of the Contract.
7. If any monies shall become payable under or in respect of this Guarantee then, so long as any monies due and owing by the Contractor to the Employer under the terms of the Contract remain unpaid, Guarantor shall not:
  - (i) in respect of the amounts paid by the Guarantor under this Guarantee seek to enforce repayment by subrogation or otherwise;
  - (ii) in the event of the insolvency, winding up, liquidation or dissolution of the Contractor prove in competition with the Employer in respect of any monies owing to the Guarantor by the Contractor on any account whatsoever but will give to the Employer the benefit of any such proof and all monies to be so received in respect thereof.

8. All demands made by the Employer under this Guarantee shall be made in writing and sent to the Guarantor at the address set out above or such other address as may be notified in writing by the Guarantor to the Employer. Such demands shall be deemed to have been received by the Guarantor on the next working day after the date of transmission, whether by post or facsimile transmission.
9. No failure to exercise or delay in exercising any right, power or privilege hereunder on the part of the Employer shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and exclusive of any rights or remedies provided by the law.
10. The Guarantor hereby warrants and represents to the Employer that it has full power and authority to enter into and perform its obligations under this Guarantee.
11. The Guarantor shall procure that, during the term of this guarantee, there shall be no change of control of the Contractor. "Control" shall bear the meaning given in section 1124 of the Corporation Tax Act 2010.
12. This Guarantee shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof the Guarantor has executed this Guarantee as a deed the day and year first before-written

**EXECUTED BY [PARENT COMPANY NAME]**

acting by two directors or by one director and the company secretary

<b>Director</b>	<b>Signature:</b>
	<b>Name IN CAPITALS:</b>

<b>Director / Company Secretary</b>	<b>Signature:</b>
	<b>Name IN CAPITALS:</b>



# **Domestic Heating Contract**

**Appendix L**

**Performance Bond**

## PERFORMANCE BOND

**THIS PERFORMANCE BOND** is made as a Deed on the \_\_\_\_\_ day  
of \_\_\_\_\_ 2025

### BETWEEN

(1) [ ] (company registration no. [ ]) of 11 [ ] (“the Contractor”)  
and

(2) **[SURETY]** whose registered office is situated at [ *-address of Surety-* ]  
 (“the Surety”)

### IN FAVOUR OF

**FOLKESTONE & HYTHE DISTRICT COUNCIL** of the Civic Centre, Castle  
Hill Avenue, Folkestone CT20 2QY (hereinafter called “the Employer”)

### WHEREAS

By a contract dated the ..... day of ..... 20.. made between  
the Employer and the Contractor (hereinafter called “the Contract”) the  
Contractor has contracted with the Employer to provide [ *-type of works-* ]  
works (described herein as “the Works”) in accordance with the terms of the  
said Contract.

The Surety has agreed with the Contractor to guarantee in favour of the  
Employer performance of the obligations of the Contractor under the Contract  
upon the terms and conditions of this Contract Guarantee Bond subject to the  
limitation set out in Clause 5 below.

### **NOW IT IS HEREBY AGREED BETWEEN THE PARTIES** as follows:

1. The Surety irrevocably guarantees to the Employer that in the event of  
any breach of the Contract by the Contractor or on the termination of  
the Contract or the Contractor’s employment thereunder by reason of  
any act, omission, breach or default of the Contractor, the insolvency of  
the Contractor or any fraud or corruption by the Contractor (each of  
which hereinafter called an “Event of Default”) the Surety shall, subject  
to the provisions of this Contract Guarantee Bond, satisfy and  
discharge all damages, claims, costs, losses, expenses, liabilities,  
losses of profit and losses of use (including consequential losses) (“the  
Damages”) sustained by the Employer as established and ascertained  
in accordance with Clause 5 below.

2. The maximum aggregate liability of the Surety and the Contractor under this Contract Guarantee Bond shall be ten per cent (10%) of the total contract price of [ ] and the parties hereto agree the liability of the Surety and the Contractor hereunder shall be joint and several and the liability of the Surety shall be co-extensive with the liability of the Contractor under the Contract.
3. The Contractor and the Surety shall not be released and/or discharged from the obligations contained in this Contract Guarantee Bond in the event of either or any of the following:
  - (a) any change in the nature or extent of the Works being or being due to be performed under the Contract;
  - (b) any alteration to the terms, conditions and/or other provisions of the Contract;
  - (c) any allowance of time, forbearance, indulgence, relaxation or other concession granted by the Employer to the Contractor under the Contract in respect of its obligations thereunder;
  - (d) any compromise or settlement of any dispute between the Employer and the Contractor (but so that the Employer shall not pursue against the Surety a remedy contrary to the terms of any such compromise or settlement in so far as the Contractor shall have complied with such terms);
  - (e) any act or default of the Employer or its officers or by any breach or alleged breach of the Contract by the Employer; and/or
  - (f) any determination, termination or other cessation of the Contract for any reason whatsoever.
4. The Surety's obligations and liabilities under this Contract Guarantee Bond shall continue notwithstanding any disclaimer of the Contract by a liquidator, receiver or administrator appointed to the Contractor and the Contract shall for the purposes of this Contract Guarantee Bond be deemed to continue notwithstanding any such disclaimer.
5. The Damages sustained by the Employer by reason of an Event of Default (which shall where applicable include the fees of the expert appointed in accordance with Clause 5(c) below) shall be ascertained and established (at the discretion of the Employer) by either:
  - (a) written confirmation signed on behalf of the Employer and countersigned by the Contractor as to the amount of the Damages payable to the Employer by reason of an Event of Default; or

- (b) a copy of a judgement of a court having jurisdiction or a copy of any award issued in arbitration or like proceedings carried out in conformity with the terms of the Contract; or
  - (c) the written determination of a professional expert qualified and experienced in the relevant area who shall be agreed between the Employer and the Surety or in default of agreement shall be appointed by the President for the time being of the Law Society and who shall act as expert and not as arbitrator.
- 6. If an Event of Default shall occur, notwithstanding that the Damages sustained by the Employer shall not have been ascertained and established in accordance with the provisions of Clause 5 above, the Employer may and shall at any time before the Expiry Date (as defined in Clause 7) give notice in writing to the Contractor and the Surety specifying the nature of the Event of Default and making a claim under the terms of this Contract Guarantee Bond.
- 7. This Contract Guarantee Bond shall remain in full force and effect until not less than twenty four (24) months after the expiry of the Supply Contract Period or, in the event that the Contract is extended pursuant to the Conditions thereof, twenty four months (24) after the expiry of such extension period ("the Expiry Date") on which date the obligations of the Surety under this Contract Guarantee Bond shall be released and discharged absolutely save in respect of any Event of Default which has occurred and in respect of which a claim in writing containing particulars of such Event of Default has been made upon the Surety before such date.
- 8. The Contract Guarantee Bond shall be governed by and construed in accordance with English Law and the English Courts shall have jurisdiction over any dispute or difference which may arise between the parties hereto out of or in connection with this Contract Guarantee Bond.
- 9. The parties hereto intend this Contract Guarantee to take effect as a Deed.

**IN WITNESS** whereof the parties hereto have executed this Contract Guarantee Bond as a Deed on the day and year first before written

**EXECUTED AS A DEED by**

**[Company ]** acting by:

<b>Director</b>	Signature
	Name IN CAPITALS

<b>Director/ Company Secretary</b>	Signature
	Name IN CAPITALS

**EXECUTED AS A DEED by**

**[SURETY]** acting by:

<b>Director</b>	Signature
	Name IN CAPITALS

<b>Director/ Company Secretary</b>	Signature
	Name IN CAPITALS



# **Domestic Heating Contract**

**Appendix M**

**Contractor's Tender**

# Invitation to Tender (ITT) Supplier Response Document



## Domestic Gas Servicing, Maintenance and Associated Works

**July 2025**

**V3 27 August 2025**

### CONTENTS

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

### REQUIRED DOCUMENTS

Please also complete and provide:

- Appendix H – pricing schedule
- Sub-contractor information (if applicable)

### APPENDICES

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

- Q2\_Domestic Repair Process Map
- Q1\_Domestic Mobilisation Plan
- Q2\_Winter Readiness Plan

Invitation to Tender (ITT) - Supplier Response Document

Nkwz8CcW\_TBGShareCode

Q2\_Appendix\_NoAccessProcess

Q2\_Appendix\_Example Letter

Q5\_Appendix\_SV\_Strategy\_Summary

## SECTION 1 – BIDDER DETAILS

### 1.1 YOUR ORGANISATION

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

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

Full name of the organisation submitting this tender	T Brown Group Ltd
Company registration or charity registration number	01006630
What is your Central Digital Platform (CDP) unique identifier?	Nkwz8CcW
Provide either <del>a share code for your information on the CDP; or</del> a PDF download of your information on the CDP	<del>[insert ref]</del> OR [insert file name] Please find below our CDP share code and the filename of the attached PDF. Nkwz8CcW Nkwz8CcW_TBGShareCode
Are you on the debarment list?	No
Are you a Small, Medium or Micro Enterprise (SME)?	No
If your organisation has a site in Kent different from your registered address, please provide the address.  NB This must be a corporate property – not an employee home address	

Contact details for questions about this tender	
Name:	
Phone:	
Mobile:	
Email:	

### Sole bidding organisation

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

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

### Consortia, partnerships and joint ventures

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

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

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

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

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

### Special Purpose Vehicles (SPV)

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

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

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

(a) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or

(b) the future organisational or legal standing of the special purpose vehicle.

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

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

## **1.2 LOTS**

**NOT USED**

## **1.3 SUB-CONTRACTORS AND CONSORTIUMS**

**If you are bidding to deliver the contract yourself, skip this section.**

<b>1.3.1 If you are bidding as part of a group or consortium</b> (including where you intend to establish a legal entity to deliver the contract), please provide:  (a) the name of the group/consortium  (b) the proposed structure of the group/consortium, including the legal structure where applicable  (c) the name of the lead member in the group/consortium  (d) your role in the group/consortium (e.g. lead member, consortium member, sub-contractor)
N/A

**1.3.2 If you are bidding tend to sub-contract the performance of all or part of the contract (either directly or in your wider supply chain)**

For each supplier please provide:

- (a) their company name
- (b) ~~their GDP unique identifier~~  
~~OR~~ a Companies House number, charity number, VAT registration number, or equivalent
- (c) their intended role in the performance of the contract
- (d) whether they are a Small, Medium or Micro Enterprise (SME)
- (e) whether they are on the debarment list (yes/no)

N/A

**SECTION 2 – CONDITIONS OF PARTICIPATION**

**2.1 ECONOMIC & FINANCIAL STANDING**

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

**2.1.1 Turnover**

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

NB: If you are bidding as a consortium the threshold for turnover can be met entirely by one member or by a combination of members; it is not necessary for each member to individually meet the threshold.

(a) Is your annual turnover (at the date of the last audited accounts) greater than £10,000,000 GBP?	Yes
(b) If the audited accounts dated more than 6 months ago, has been any material change in the financial or trading conditions of your organisation?	Not applicable
(c) If your organisation has been trading for fewer than 12 months, is your projected annual turnover greater than £10,000,000 GBP?	Not applicable

**2.1.2 Insurances**

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

NB: If you are bidding as a consortium you must be adequately covered as a whole but may do so through any combination of policies of member organisations.	
(a) Is your Public Liability indemnity cover greater than £5 million GBP per incident?	Yes
(b) Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?	Yes
(c) Is your Professional Indemnity cover greater than £ 2 million GBP per incident?	Yes
(d) Is your Product Liability cover greater than £ 5 million GBP per incident?	Yes

## 2.2 GENERAL DATA PROTECTION

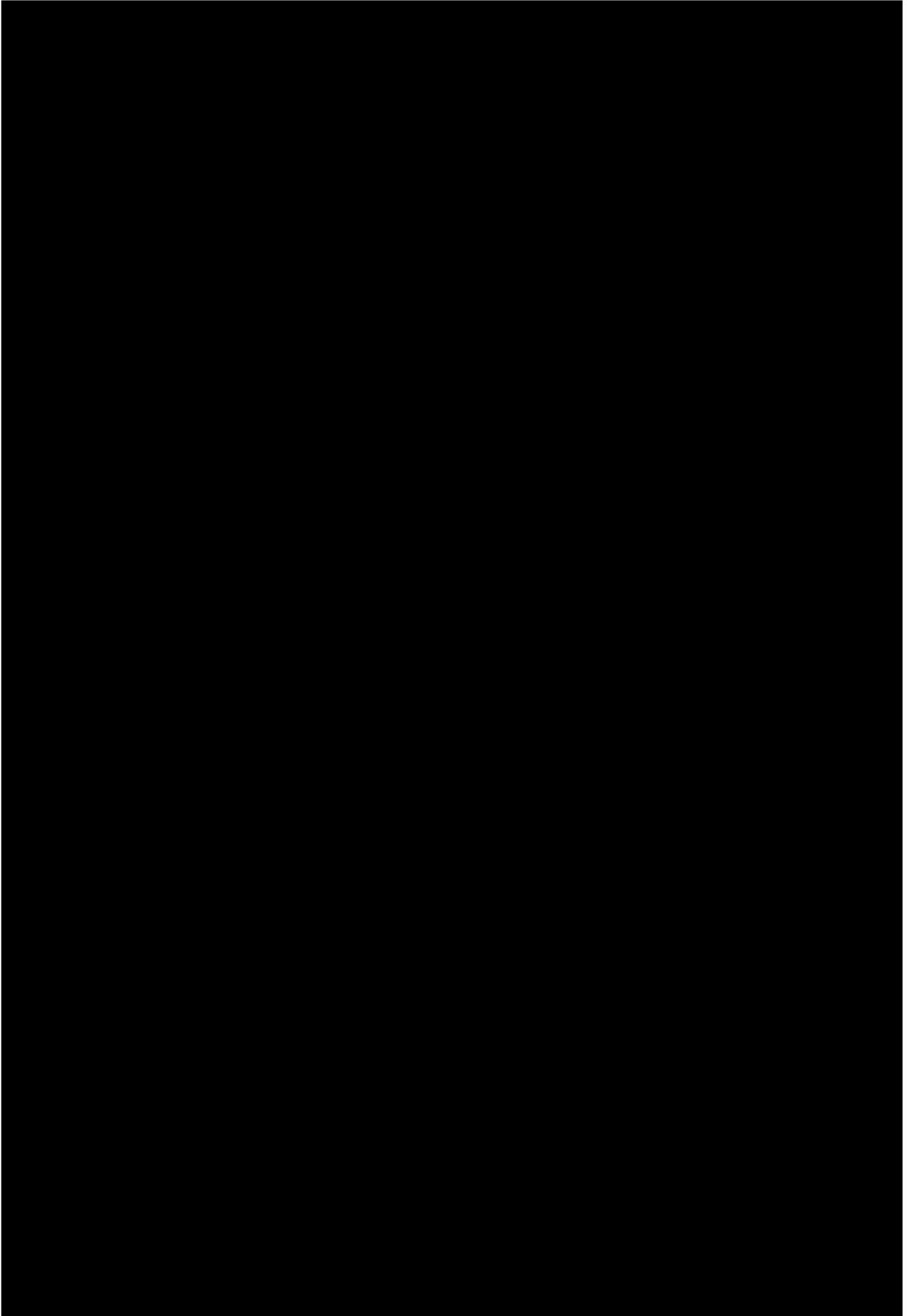
This Section is risk based **PASS/FAIL**.

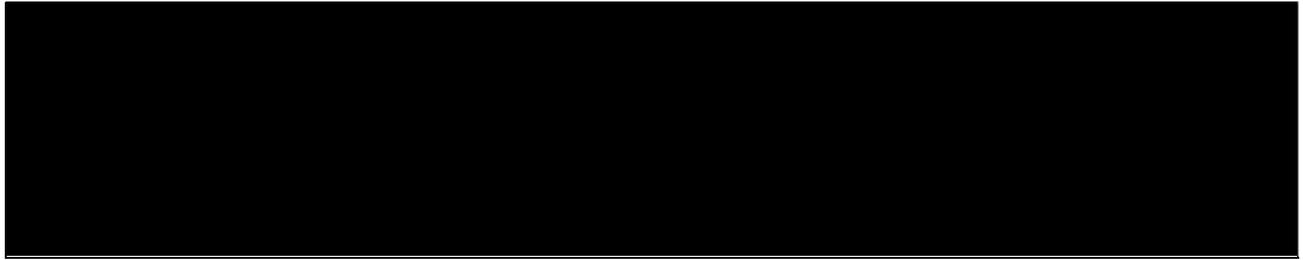
For the purposes of the Data Protection Legislation, F&HDC is the data controller and the contractor will be the data processor

2.2.1 Do you have the resources, systems and procedures in place to ensure your organisation complies with the General Data Protection Regulations and protects the rights of data subjects?

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

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





## 2.3 HEALTH & SAFETY

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

Your organisation must:

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

If your organisation has five or more employees

- have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce.

This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

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

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

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

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

If you are bidding as a consortium, your response must apply to all members.

<p>2.4.1 Does your organisation comply with its legal obligations under the Equality Act 2010, relating to <u>all</u> of the protected characteristics as follows?</p> <ul style="list-style-type: none"> <li>• Age</li> <li>• Disability</li> <li>• Gender reassignment</li> <li>• Marriage and civil partnership</li> <li>• Pregnancy and maternity</li> <li>• Race</li> <li>• Religion or belief</li> <li>• Sex</li> <li>• Sexual orientation</li> </ul>	<p>Yes</p>
<p>2.4.2 In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal?</p> <p>Or in comparable proceedings in any jurisdiction other than the UK?</p>	<p>No</p>
<p>2.4.3 In the last three years has any finding of unlawful discrimination been made against your organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body?</p>	<p>No</p>
<p>2.4.4 If the answer to either 2.4.2 or 2.4.3 was <b>Yes</b>, provide the following information:</p> <p>(a) If your organisation was required to take action, did the action taken satisfy the relevant organisation?</p> <p>(b) what action your organisation was required to take</p> <p>(c) what action your organisation took. If your organisation did not take the required action, explain why not.</p> <p>You may be excluded if you are unable to demonstrate to F&amp;HDC's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination occurring in the future.</p>	
<p>Not applicable</p>	

<p>2.4.5 If you use sub-contractors, do you have processes in place to check whether any of the above apply to your sub-contractors?</p>	<p>Yes</p>
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**2.5 MODERN SLAVERY**

<p>2.5.1 Section 54 of the Modern Slavery Act 2015 requires organisations with a turnover of £36 million or more to develop a slavery and human trafficking statement each year.</p> <p>Does this requirement apply to your organisation?</p> <p>Guidance about the Modern Slavery Act 2015 can be found online (<a href="#">go to gov.uk webpage</a>)</p>	<p>Yes</p>
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<p>2.5.2 If you have answered 'yes' to 2.5.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p> <p><b>If yes</b>, provide the web address where your report can be found</p> <p><b>If no</b>, please explain.</p>	<p>Yes.</p> <p><a href="https://www.tbrown.com/modern-slavery-human-trafficking-act/">https://www.tbrown.com/modern-slavery-human-trafficking-act/</a></p>
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**2.5.3 This question is for information only.** Your tender will not be rejected if the answer is 'no'.

If you have answered 'no' to 2.5.1, do you have a modern slavery policy or measures in place to mitigate the risk of modern slavery in your organisation and in your supply chain?

This would include checks made on your staff and people who work for your organisation through subcontractors and agencies.

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

**Yes, we have a Modern Slavery and Human Trafficking statement, which can be provided upon request.**

<p>2.5.4 <b>This question is for information only.</b> Your tender will not be rejected if the answer is 'no'.</p> <p>Are all of your employees paid at the National</p>	<p><del>Yes, we pay National Living Wage as a minimum to all our employees, including employees under 21 years of age.</del></p>
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Invitation to Tender (ITT) - Supplier Response Document

<p>Living Wage (NLW) or higher?</p> <p>The current rate of NLW can be found online (<a href="#">go to gov.uk webpage</a>)</p>	<p><del>No, we pay National Minimum Wage to employees under 21 years of age.</del></p> <p>Real Living Wage is applied to all, with the exception of Apprentices, who have Apprentice Wage applied in Year 1, followed by NMW for their age until qualification.</p>
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**2.6 WHISTLEBLOWING**

<p>2.6.1 Do you have a Whistleblowing policy in place; or do you agree to have in place or adopt F&amp;HDC's Whistleblowing policy by contract award?</p> <p>(<a href="#">go to F&amp;HDC's policy page</a>)</p>	<p>Yes</p>
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**2.7 HEADLINE QUESTIONS**

**NOT USED**

## SECTION 3 – TECHNICAL AND QUALITY QUESTIONS

### 3.1 CAPABILITY

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

<b>RELEVANT EXPERIENCE AND CONTRACT EXAMPLES</b>			
<p>Please provide details of up to three contracts from the public, private or voluntary sector, that are relevant to the services described in this tender.</p> <p>Contracts for the supply of goods or services should be from the past <u>three</u> years. Works contracts may be from the past <u>five</u> years.</p> <p>The customer contact for each example should be prepared to speak to F&amp;HDC to confirm the accuracy of the information provided below. Suppliers should <u>not</u> use previous work for or associated with F&amp;HDC in these examples.</p>			
	<b>Contract 1</b>	<b>Contract 2</b>	<b>Contract 3</b>
Name of Customer Organisation	<b>Peabody Trust</b>	<b>Wrexham County Borough Council</b>	<b>London Borough of Lambeth</b>
Contact name, telephone number & email			
Start date	01.08.2025	Sept 2023	July 2021
End date	31.07.2030	Sept 2028	July .2027
Estimated Contract Value	£10m p/a	£1.5m p/a	£8.5m p/a

Invitation to Tender (ITT) - Supplier Response Document

<p>Brief description of contract</p>	<p>TBG provides domestic and commercial <b>heating and hot water system repairs, maintenance, servicing and installations</b> for 40,000 domestic properties across Greater London and Essex under Peabody Trust.</p> <p>As part of our contract, we provide services including but not limited to: <b>Gas servicing programme</b> - ensuring that properties remain <b>safe, habitable, and compliant with regulations; Fuel system checks (gas, LPG, oil etc); CO/Smoke alarm monitoring.</b></p> <p><b>Servicing and Planned Maintenance of:</b> Communal Gas heating systems, CHP and District Heating system, Cold water booster pumps, gas fired appliances, BMS within a number of plant rooms.</p> <p>To improve service delivery, we deployed dedicated Gas Compliance Engineers who specialise in securing access to difficult-to-reach properties, working directly with Peabody's compliance teams to conduct cold calling, legal notice delivery, and force entries when required.</p> <p>We use a centralised scheduling system, ensuring engineers are allocated based on proximity, skillset, and urgency. Out-of-hours calls automatically redirect to on-call engineers.</p> <p>Peabody Trust's management team receives <b>detailed reports to facilitate strategic planning and service enhancements.</b> They also review <b>operational contract KPIs monthly, assessing time, quality, health &amp; safety, and communication.</b></p> <p><i>late – February 2025</i></p>	<p>This contract covers servicing, repairs, maintenance, and installations for domestic stock across the North and South areas of Wrexham. The scope includes gas, multi-fuel, solid fuel, LPG, and oil properties. The gas service programme begins 90 days before expiry and follows a two-letter process, with client follow-up commencing at day 25.</p> <p>The contract covers 5,642 properties. T Brown Group operates a highly flexible system to ensure the optimum number and mix of staff are available to respond to demands across the Wrexham contract. Given the extensive geographical area, it is essential that staffing levels and recruitment needs are continuously monitored. This enables us to maintain, and where necessary develop, the appropriate level of experienced staff, while also considering staff location and mobility, to effectively meet contractual commitments.</p> <p>We operate a freephone number for residents to contact our in-house call centre in Wrexham, available 24/7/365. In addition, we have embedded administrative staff based at our Wrexham office to manage local calls and orders.</p> <p>At the start of the contract, LGSR compliance stood at 72%. <b>Within ten months, we increased compliance to 100% and</b> have successfully maintained this level throughout the contract period. To further support delivery, we employ a full-time dedicated Customer Liaison Officer (CLO) to enhance resident satisfaction. Our CLOs provide assistance and support, quickly becoming trusted members of the partnering team. They are responsible for leading customer engagement, attending resident meetings and forums, and ensuring residents clearly understand any works taking place in their homes. CLOs also contact residents by telephone following completion of works to gather feedback and conduct customer satisfaction surveys.</p>	<p>Since 2021, TBG has been providing comprehensive <b>mechanical and electrical (M&amp;E) services</b> to Lambeth Council, covering around 11,000 <b>properties under our Domestic Gas Contract.</b> This contract requires TBG to manage gas servicing, minor works, large-scale heating and electrical upgrades, <b>communal heating systems, district heating systems</b> and the integration of low-carbon technologies such as installing HIUs and refurbishments.</p> <p>Lambeth's property portfolio includes a mixture of <b>historical buildings, high-rise flats, and modern complexes</b>, each with unique service needs. Our role in this contract emphasises <b>energy-efficient solutions</b>, including the integration of Combined Heat and Power (CHP) units and Air Source Heat Pumps (ASHP), aligning with Lambeth's sustainability and operational efficiency goals.</p> <p>Our use of <b>Building Management Systems (BMS)</b> and IoT technology for real-time monitoring helps us address issues proactively. This reduces downtime and energy waste, improving overall system reliability.</p> <p>We also maintain <b>100% compliance</b> with all safety regulations and keep heating services operational during installations and upgrades.</p>
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*Invitation to Tender (ITT) - Supplier Response Document*

<p>If you cannot provide three contract examples please give evidence of your technical capability in this market.</p>	<p>N/A</p>
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### 3.2 SKILLS AND APPRENTICES

This question is for information only, but must be completed.

2.2.1 Please state whether you will be supporting apprenticeships and skills development through this contract.	Yes
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2.3.2 If 'yes' please set out how you will develop and maintain skills to build a more skilled and productive workforce. Please also provide details of the process in place to ensure that your supply chain supports skills, development and apprenticeships.
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**Apprenticeships, Training, and Work Placements:**

Candidates receive instructor/mentor-based training and an Employment and Skills Plan detailing training milestones and certifications/specialist training.

Working with schools, colleges, and clients, we promote apprenticeship/traineeship opportunities for those aged 16+, targeting disadvantaged groups to ensure inclusivity, in trades including gas engineering, building services, electrical installations, management, and customer service. Our training partners include Choice Training, Nescot, Croydon College, Barnet & Southgate, and Hartford College, deliver practical skills development. We also offer work placements in heating, gas, and responsive repairs, collaborating with Youth Build and local training providers, including Flower Skills to support NEETs with work experience and CSCS qualifications.

To maximise our potential for creating equitable employment routes, we will also ensure the following:

- Develop a structured apprenticeship and work placement program that includes clear learning outcomes, mentorship, and career development support.
- Regularly review and adjust the program based on feedback from participants and mentors.
- Our placements are 'meaningful', which means trainees gain useful experience in the workplace environment and learn skills tailored to our industry, which can be in our operations team or within our office.
- Candidates are trained not only in their specific trades but also in sustainable practices relevant to the industry such as: energy-efficient building techniques, waste reduction, utilisation of sustainable and eco-friendly materials and understanding the impact of construction activities on the local environment.
- Our HR team can provide or assist the individuals with employability support such as career mentoring, mock interviews and CV and interview advice.

Community and School Engagement: We collaborate with local schools, prioritising STEM programs and promoting diversity, notably at several London Colleges. Our events like "Meet the Contractor" days highlight careers in the construction/STEM industry, featuring hands-on activities and presentations. Female and BAME students are encouraged through targeted sessions led by our own leaders, including Donna Prescott (Contracts Director), Emily Gardiner (Group Services Director), and Beata Mikolajow (MD, M&E). Additionally, community-focused volunteering, such as DIY projects, sustainability efforts, and skill-training sessions utilises the

expertise of our workforce, local businesses, and subcontractors/supply chain.

### 3.3 CARBON REDUCTION

This question is for information only, but must be completed.

<p>3.3.1 Do you currently have a carbon reduction plan or other measures in place to avoid or minimise the carbon emissions produced by your organisation and in your supply chain?</p>	<p>Yes</p>
<p>3.3.2 Provide an estimated figure for your scope 1 (direct emissions), scope 2 (energy indirect) emissions for your organisation's previous financial year. Guidance on how to calculate this figure can be found online (<a href="#">go to "Small Business User Guide" on gov.uk website</a>)</p>	
<p>Yes. FY2023/24 – latest figures Scope #1 (Heating) = 4.5tCO2e Scope #1 (Vehicle Fuel) = 949.2tCO2e Scope #2 = 20.4tCO2e</p>	
<p>3.3.3 <b>If you do not</b> have a carbon reduction plan, does your organisation intend to evaluate its carbon emissions and implement carbon reduction initiatives within the next 12 months?</p>	<p>Not Applicable, TBG has a Carbon Reduction Plan, which can be provided upon request</p>

### 3.4 WEIGHTED QUALITY QUESTIONS

#### Q1. Previous Experience (15%):

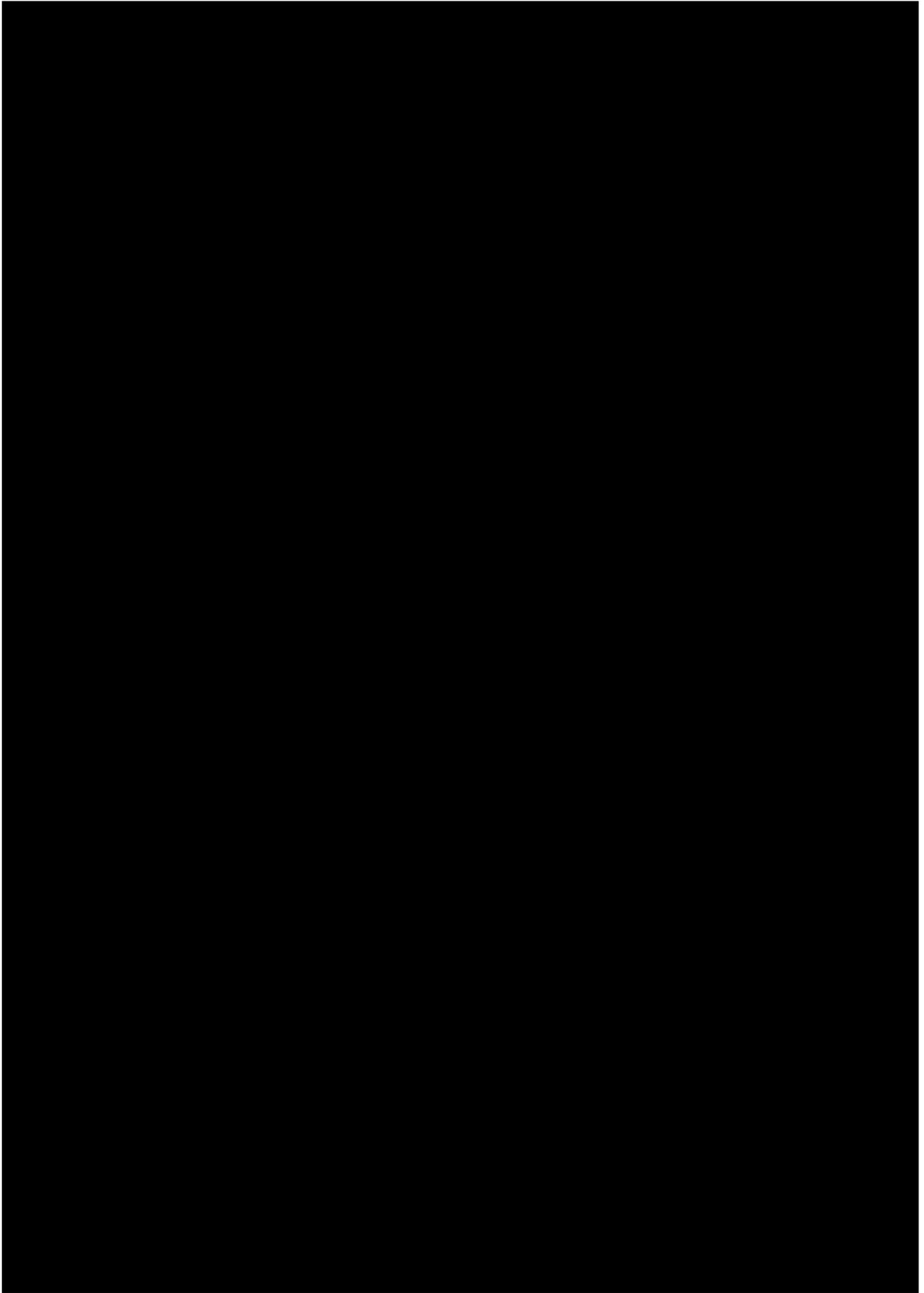
Please provide a detailed case study demonstrating your organisation's experience — and that of key personnel — in delivering a domestic gas contract for the planned maintenance, responsive repairs, emergency callouts, and statutory periodic testing of gas and LPG heating and hot water in a residential or social housing environment.

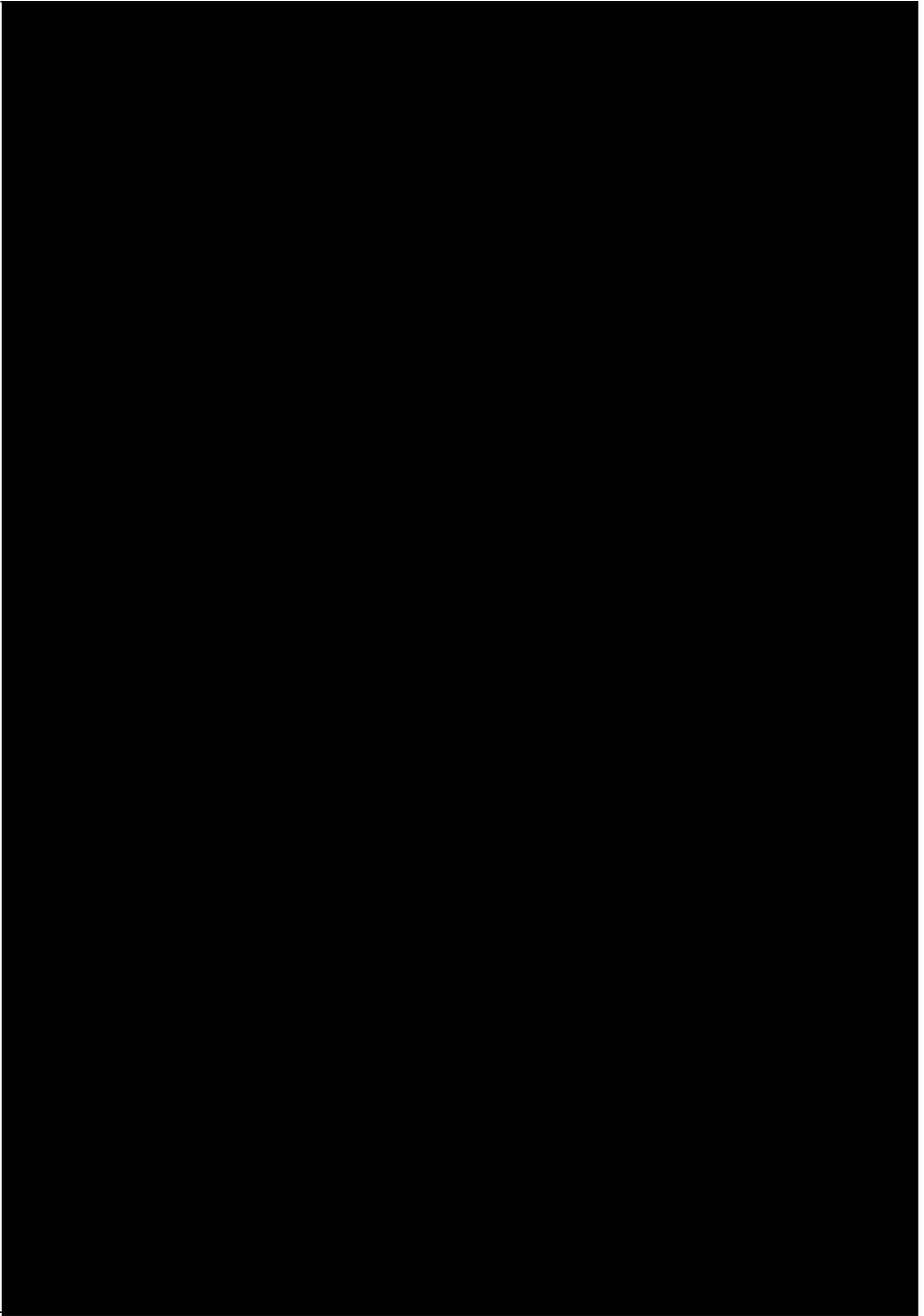
Your case study should reflect experience managing contracts involving occupied properties, including vulnerable residents (e.g. elderly, disabled, or non-English speakers), and adherence to health and safety regulations, including Gas Safety Register requirement and The Gas Safety (Installation & Use) Regulations

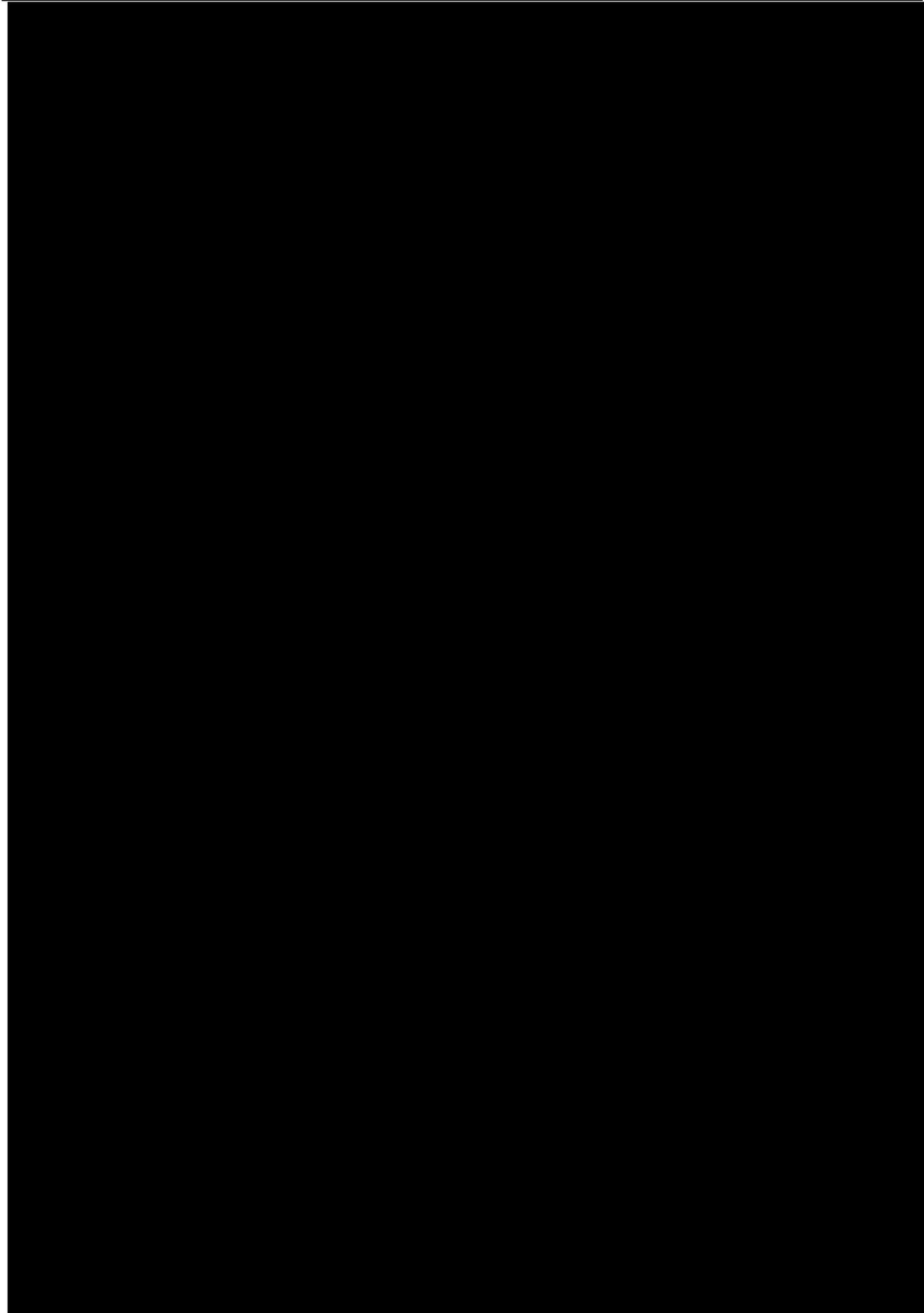
Your response should include the following:

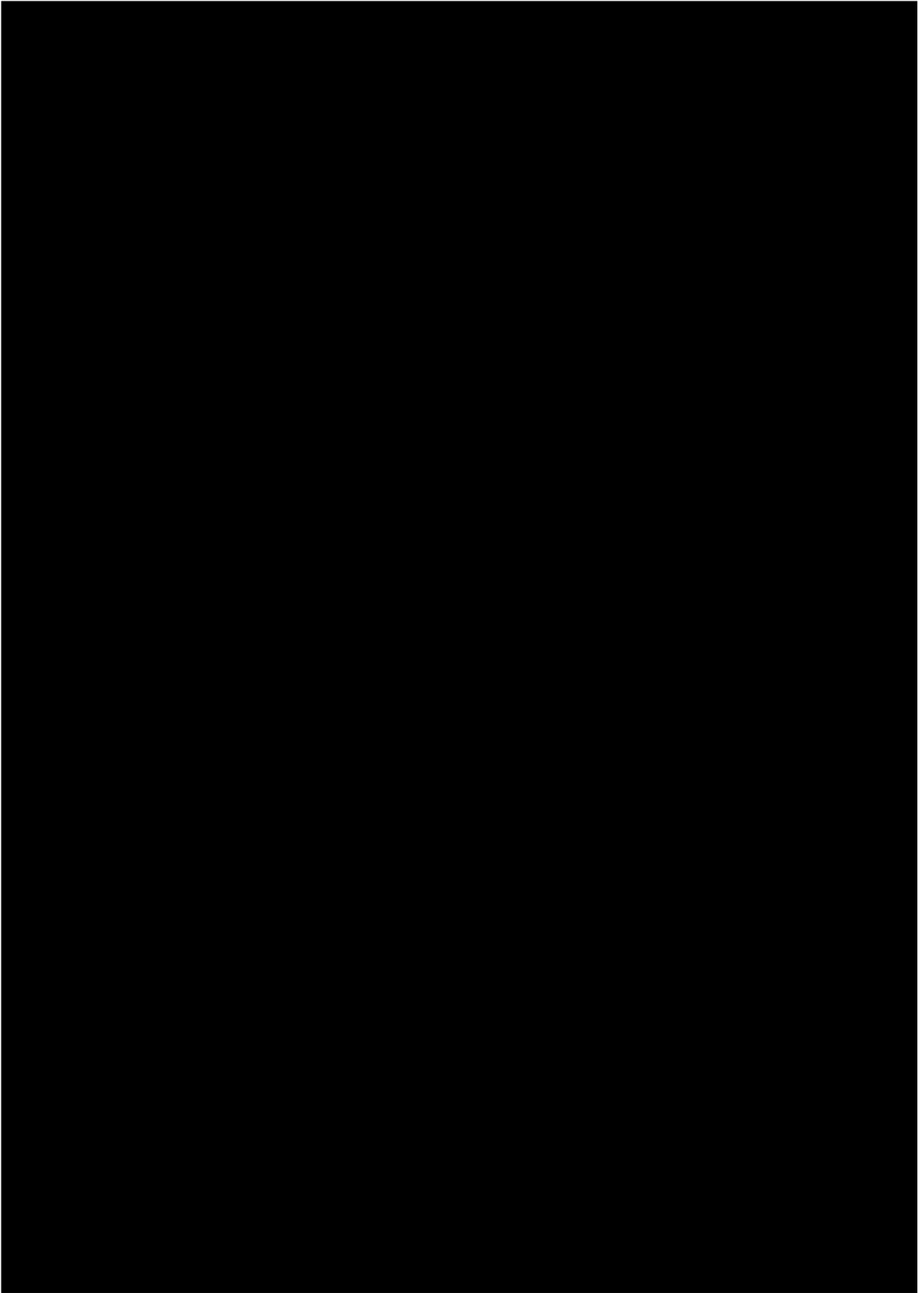
- A description of the scope of services, including planned maintenance intervals, emergency response provision, and any statutory inspections or testing undertaken.
- The estimated annual contract value.
- The number of assets covered, and the range of site locations.
- Your approach to managing follow-on remedial actions, repeat callouts, and unsafe equipment.
- How the example contract compares to the requirements and conditions outlined in Folkestone & Hythe District Council's specification (e.g. appointment scheduling, resident communication, CRB-checked operatives, spare part sourcing, and reporting protocols);
- Give examples of where your organisation has improved service delivery, value for money, or tenant satisfaction in the case study contract; and
- How the experience and qualifications of your personnel, including NVQ-level training and fault diagnosis expertise, will be applied to ensure high standards of service delivery under this contract.
- Using your experience from similar contracts detail your approach to transitioning from the incumbent provider and how your organisation would ensure a smooth handover of service for the client. Please include a detailed **mobilsation plan** (not in word count)

(Max. 1200 words)





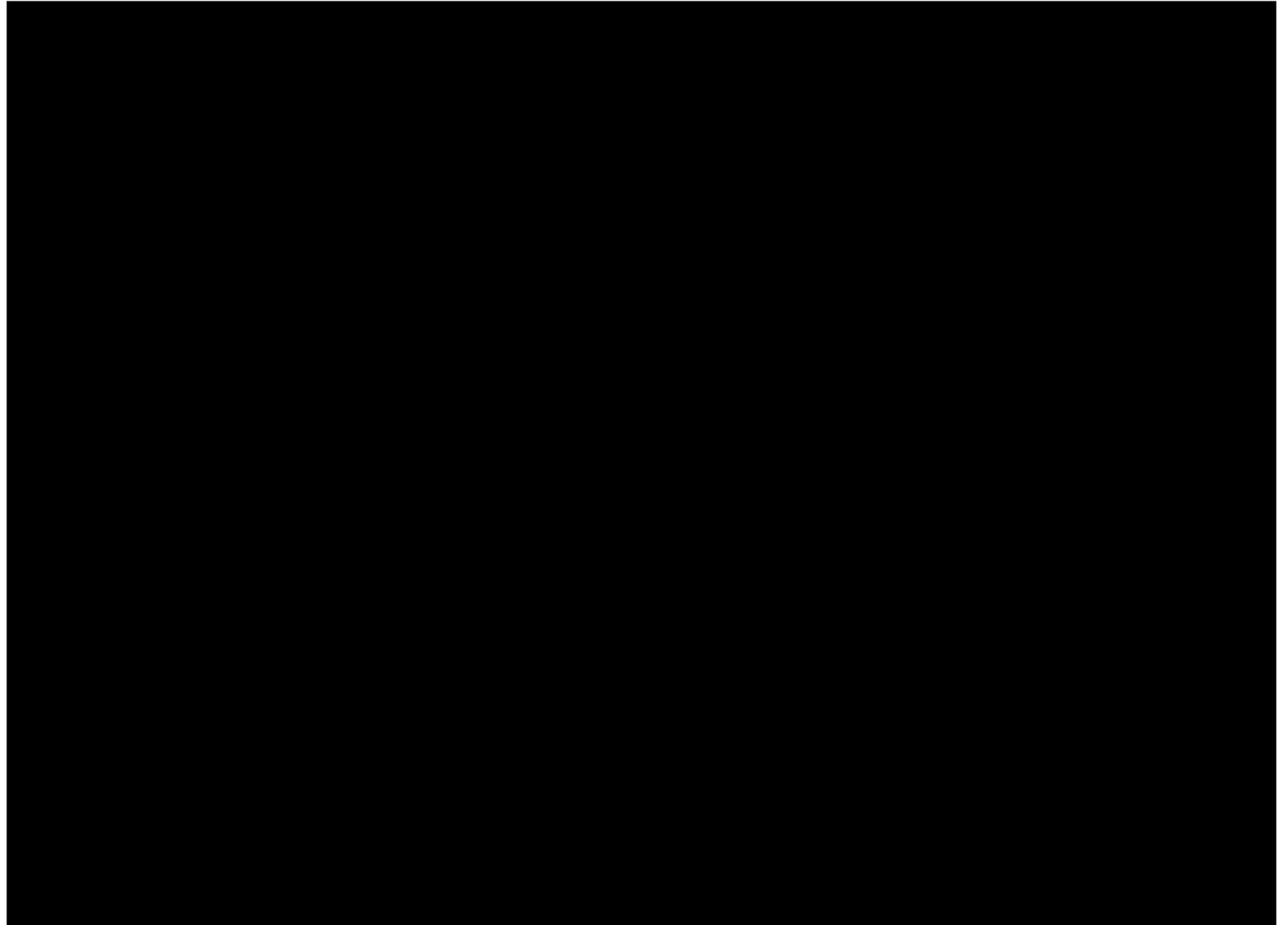






## F&H Mobilisation Plan

Task Name	Start (Date)	End (Date)	Duration (Days)	Responsible Person
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**Q2. Contract Management (25%)**

Please describe your approach to proactively managing the domestic gas contract at a local level to ensure delivery of a planned service and maintenance programme, meet required response times, and effectively manage any associated or follow-on work identified during service, breakdown, or call-out visits.

As part of the contract requirements, the successful contractor is expected to operate a fully functional local office within 35 miles of the Civic Centre, CT20 2QY, providing welfare and meeting facilities as well as a reliable internet and communication infrastructure. In your response, please confirm whether you:

- Already have an established office within this range, or
- Propose establishing a new office to meet this requirement (include timeframe and location if applicable).

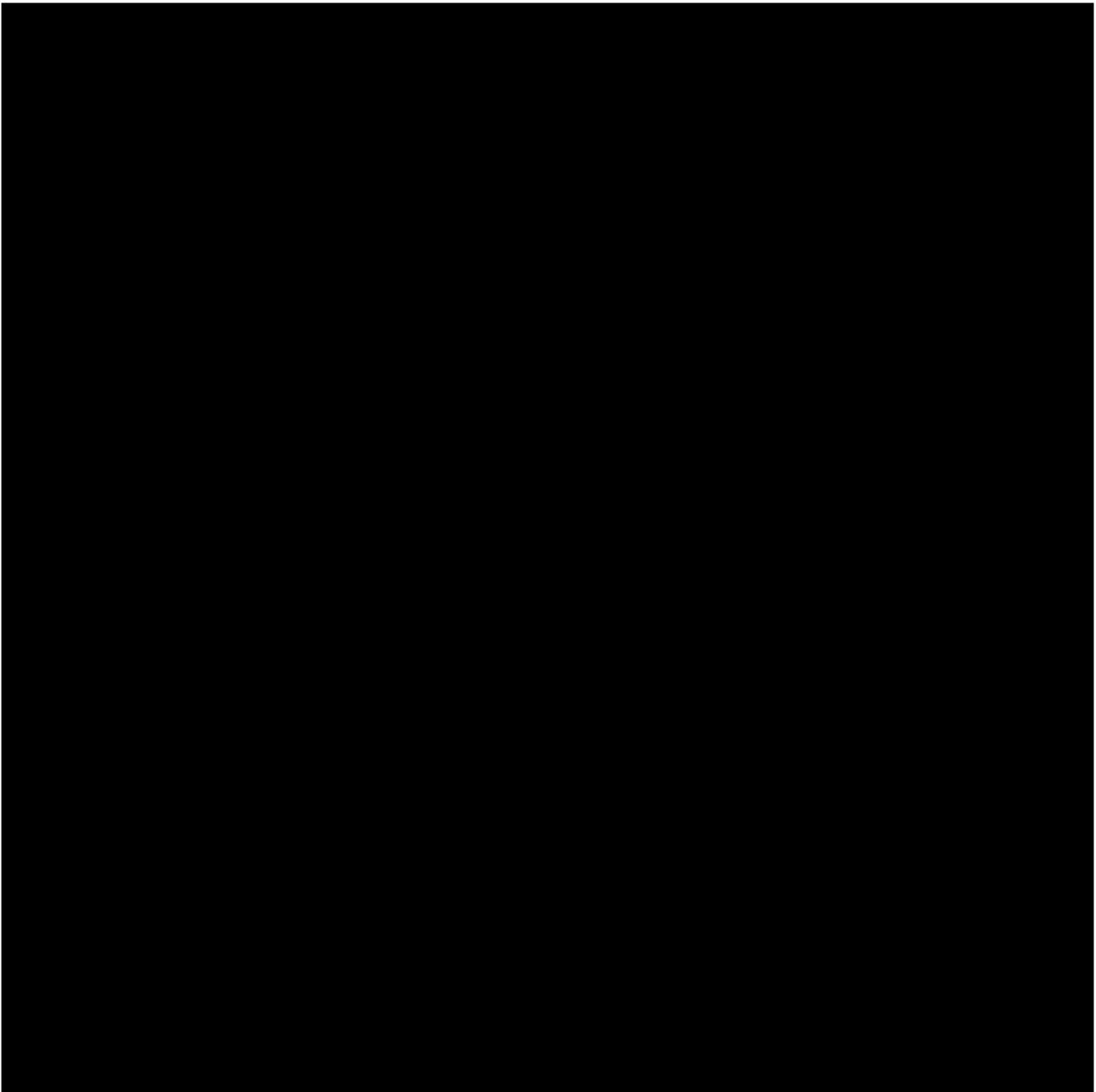
For FHDC boundary map please see link below:

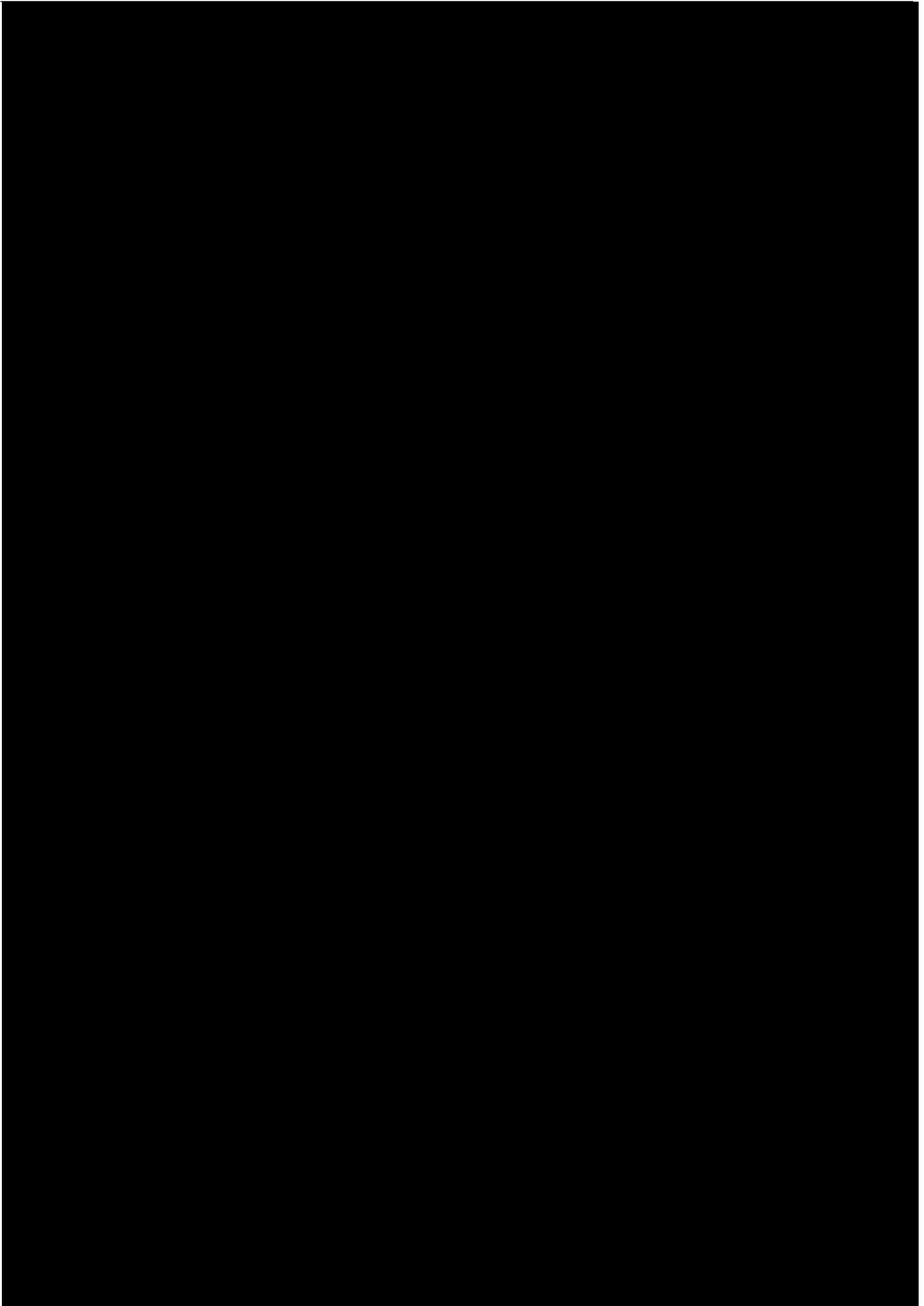
[Public Elections](#)

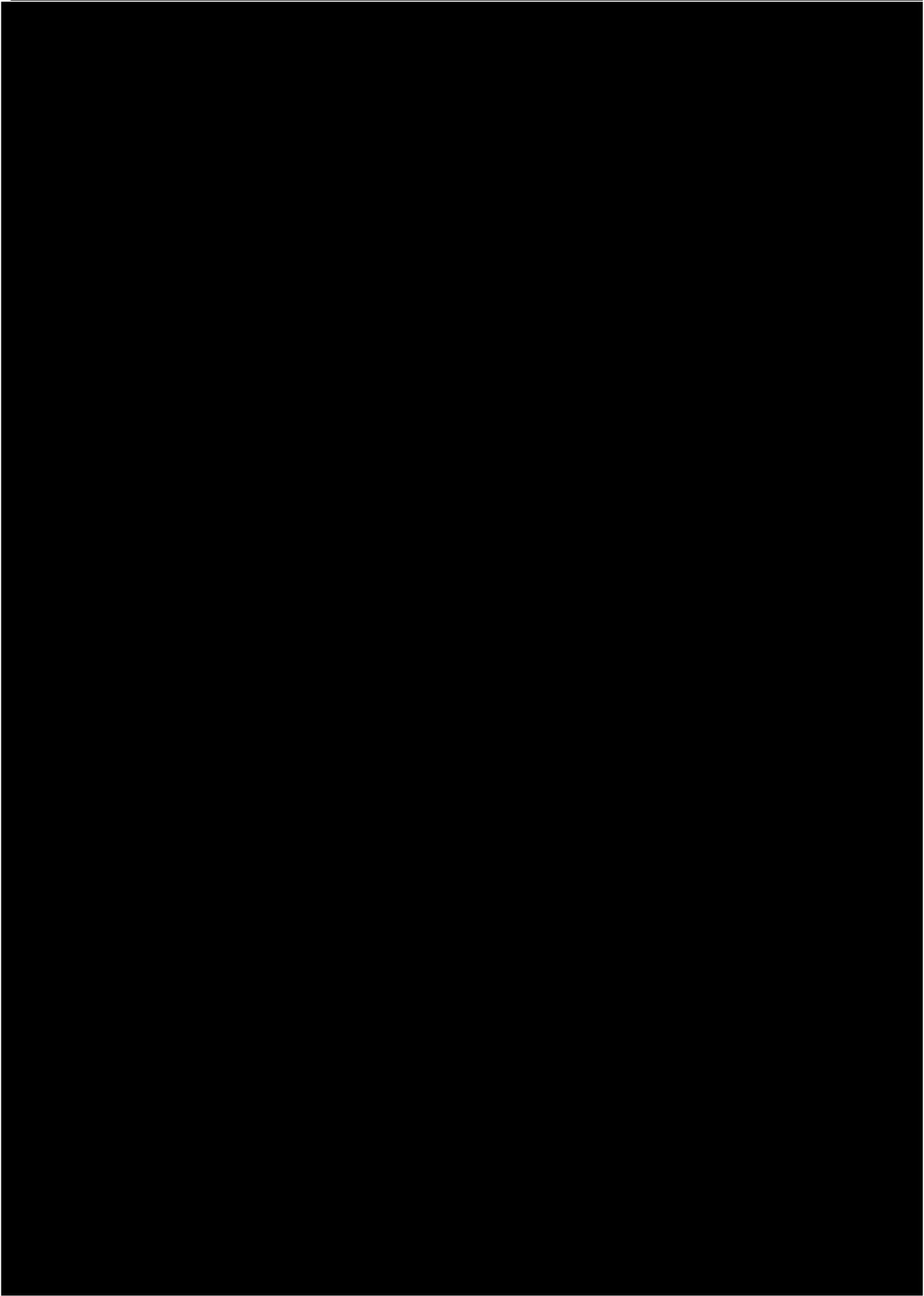
Your response should also include the following:

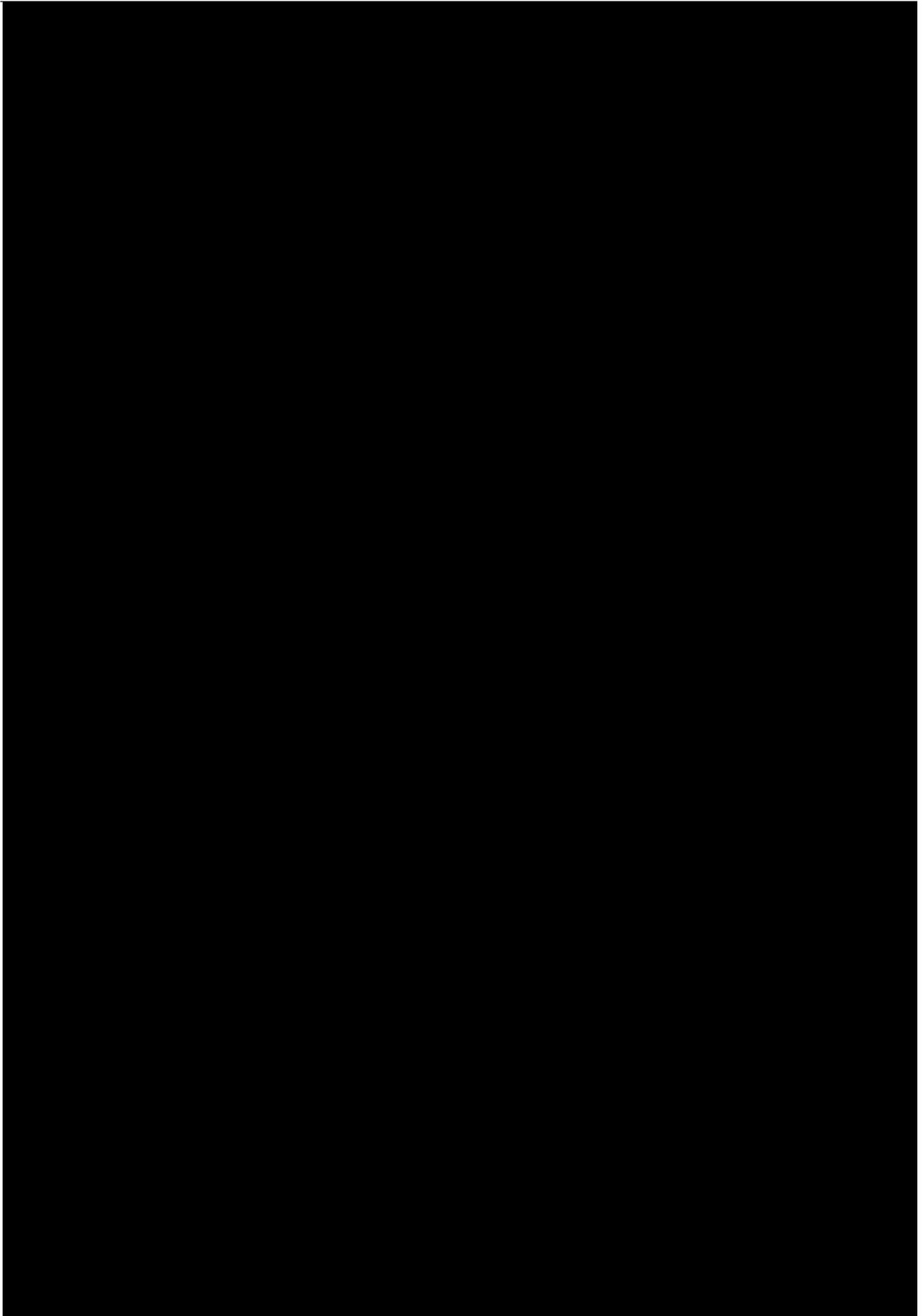
- An **organogram** clearly showing the proposed contract management structure, including roles, reporting lines, qualifications, and relevant accreditations of key personnel assigned to this contract.
- A clear explanation of how you will ensure sufficient staffing and resource capacity from day one and throughout the contract term to maintain service continuity, efficiency and customer satisfaction.
- A detailed explanation of how you will achieve and maintain 100% LGSR compliance and continuity throughout the contract, including the processes in place for difficult to access or failed access.
- Demonstrate how you will effectively manage the FHDC CAP process
- A detailed explanation of your process for repairs callouts; from point of call to completing and closing down a repair order. Include an **illustrative process map** (not included in the wordcount) and a **winter readiness plan** (not in word count) for dealing with addition breakdown demand during the colder months.
- Details of how you will meet the specified response times for callouts and emergency attendance, including how out-of-hours cover will be managed;
- Your approach to the day-to-day supervision and management of engineers, including methods for monitoring service delivery, ensuring compliance with the Employer's Health and Safety expectations, and supporting staff on-site.
- Explain your processes for ensuring high quality workmanship, such as adhering to industry quality standards and regular quality assurance checks.
- Show how you will efficiently manage the programme, while ensuring minimal disruption and effective communication with vulnerable residents (e.g. elderly, disabled, or those with language barriers), including appointment scheduling and tenant engagement

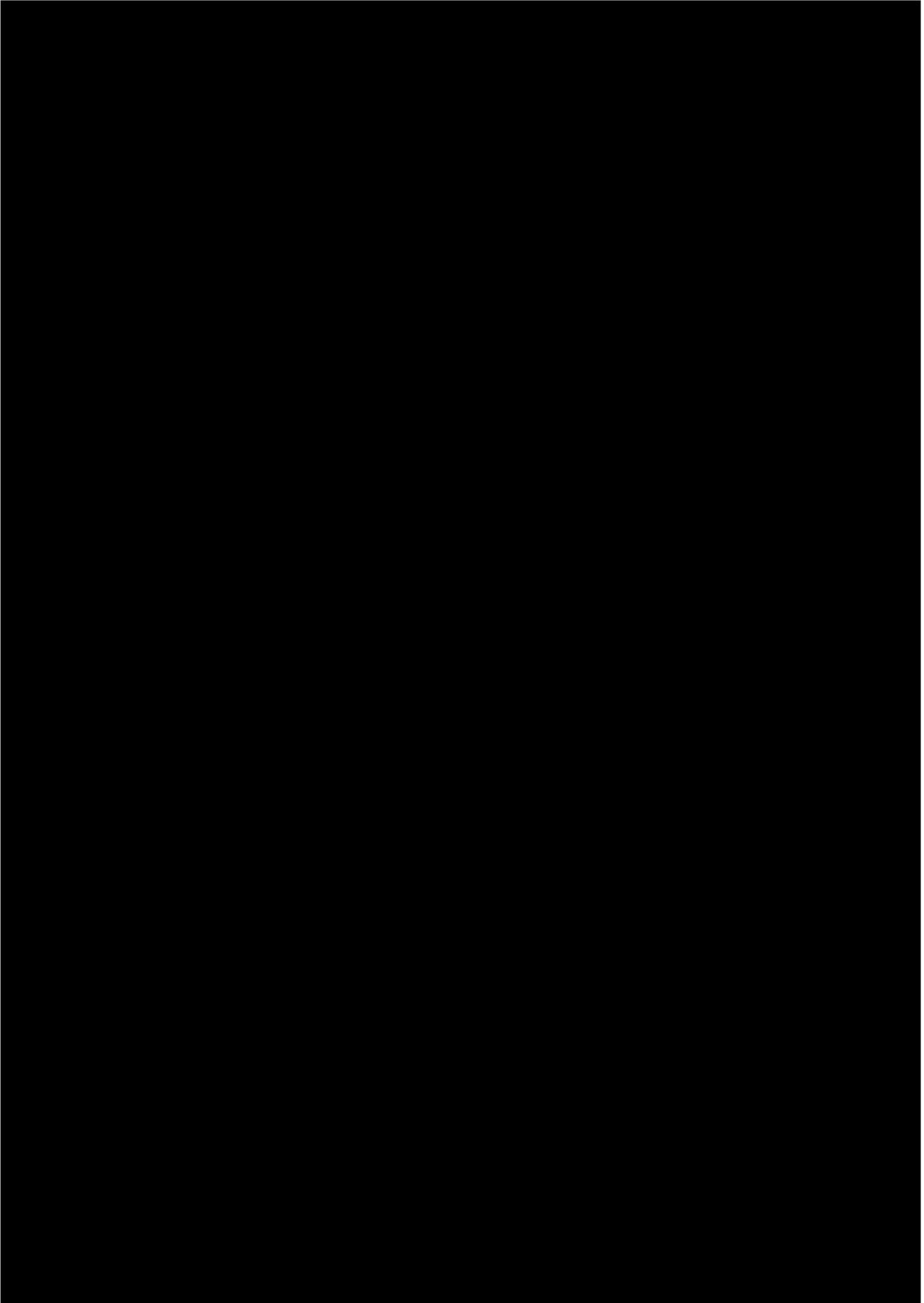
(Max. 2500 words)

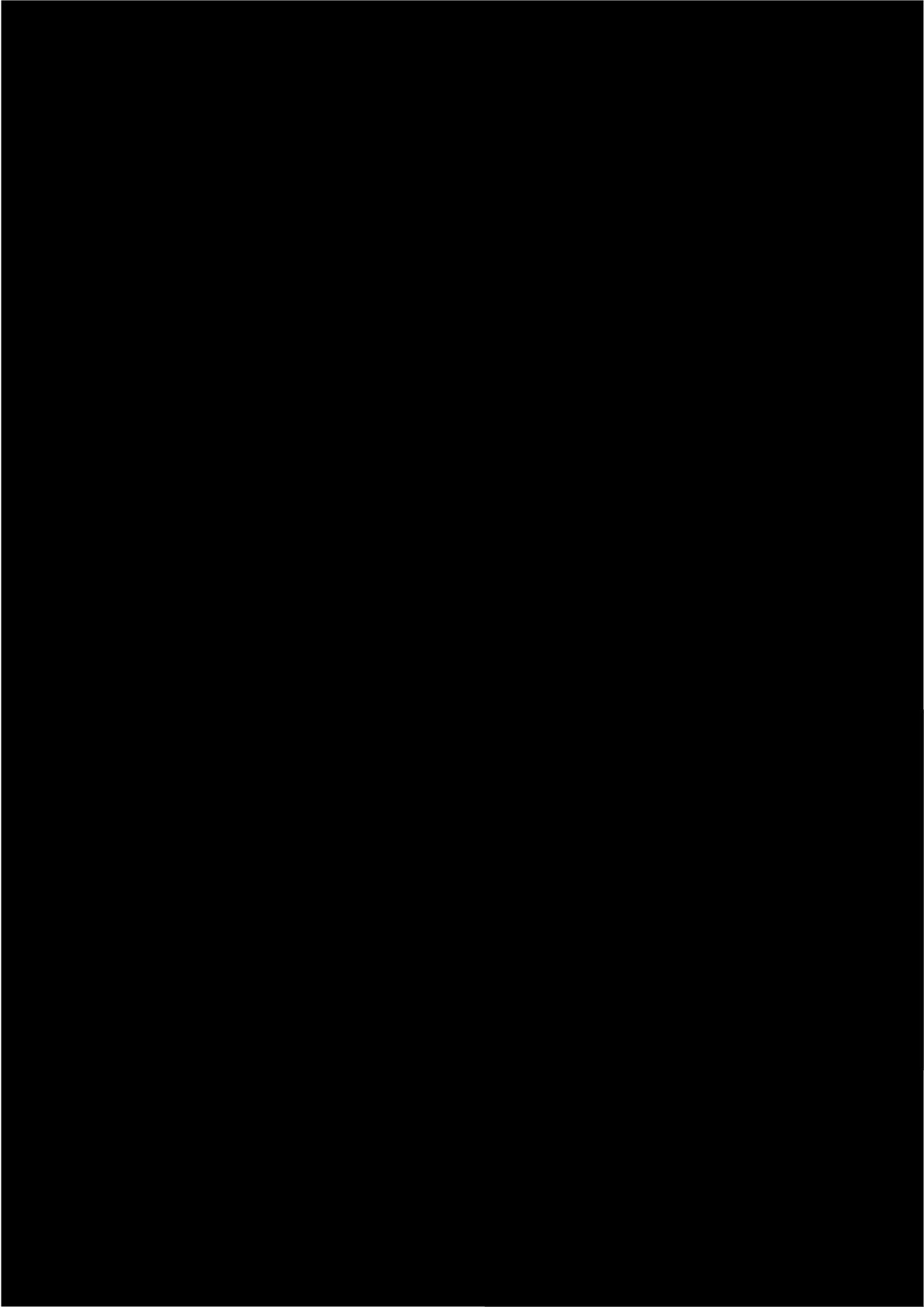


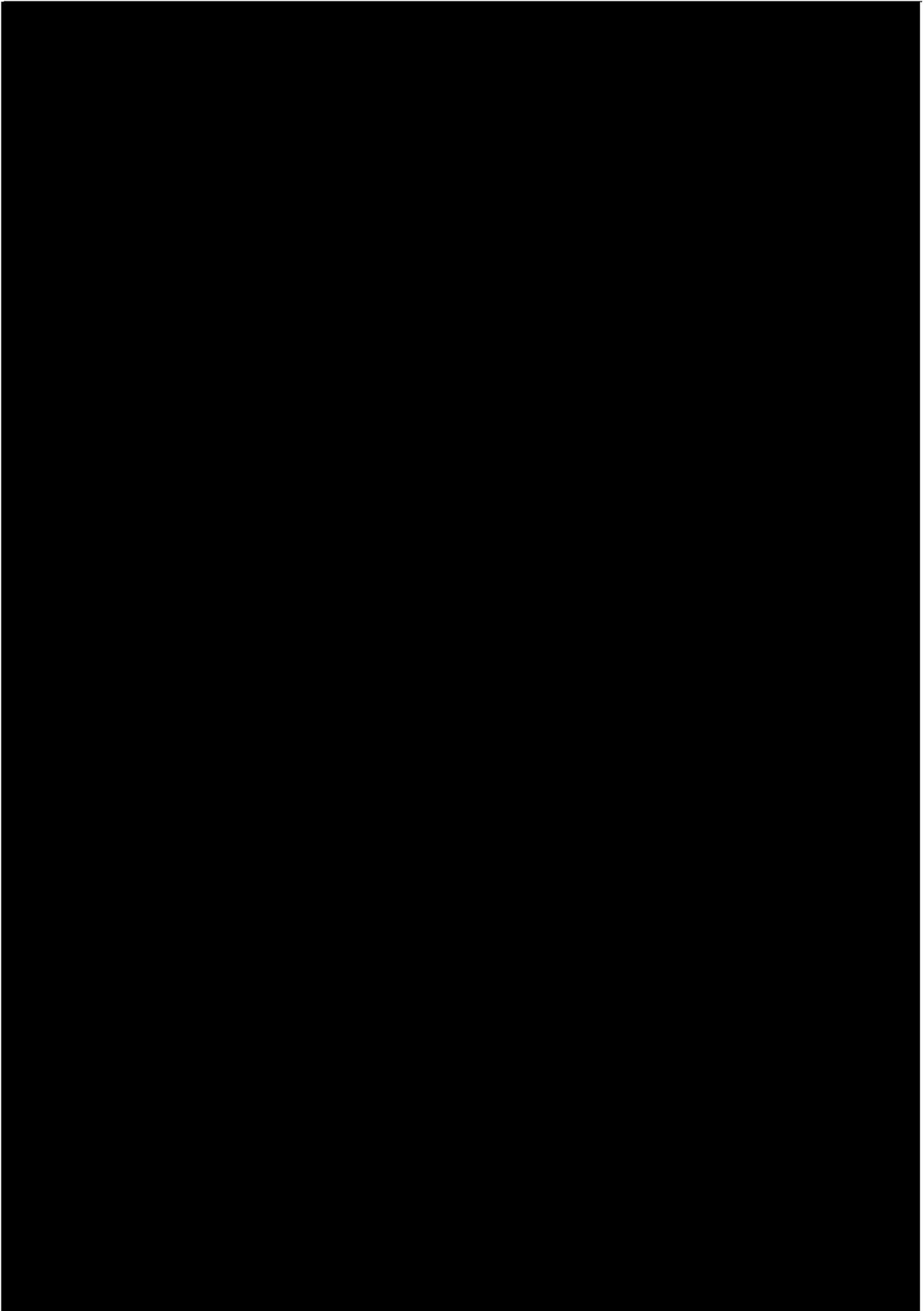


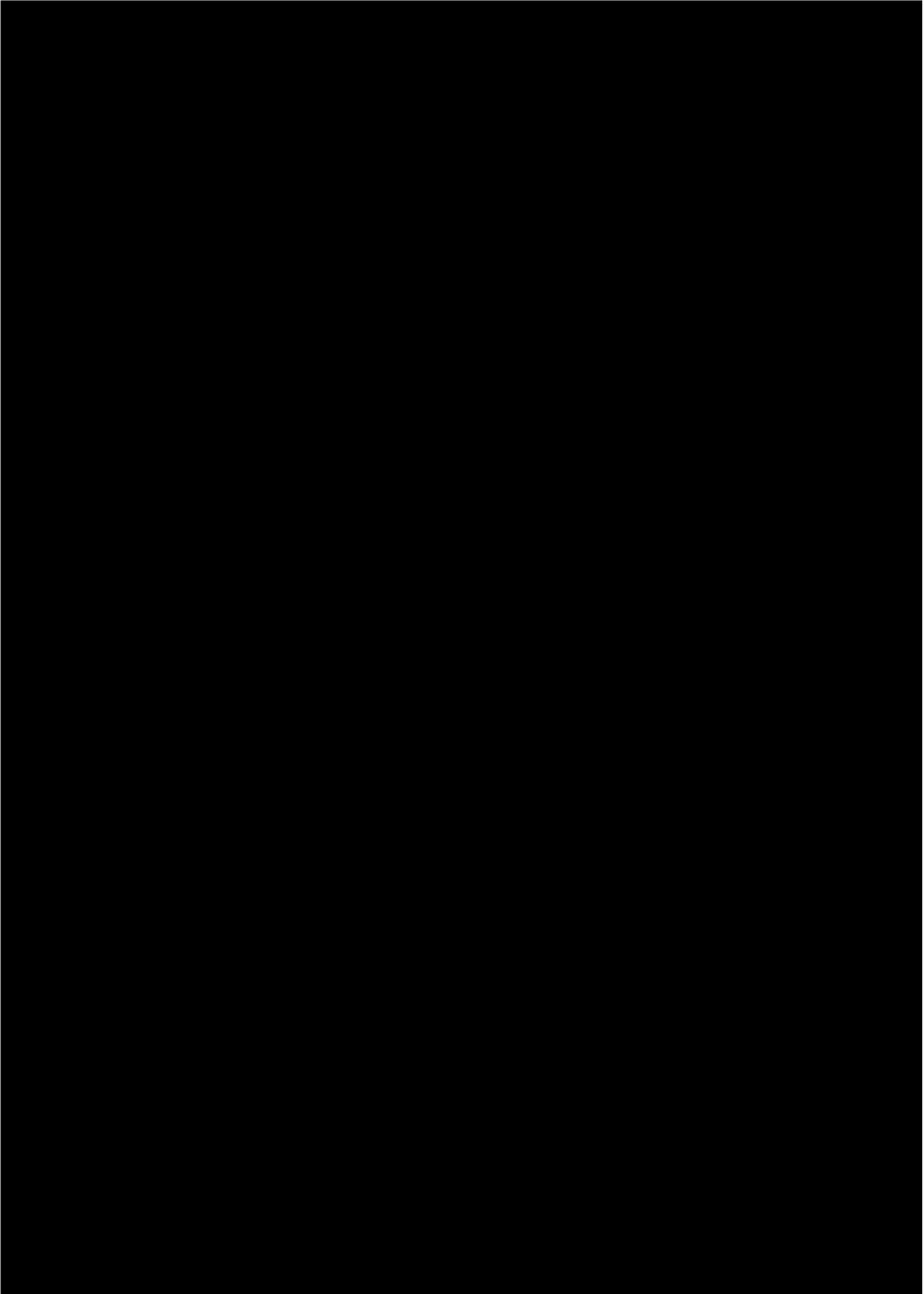


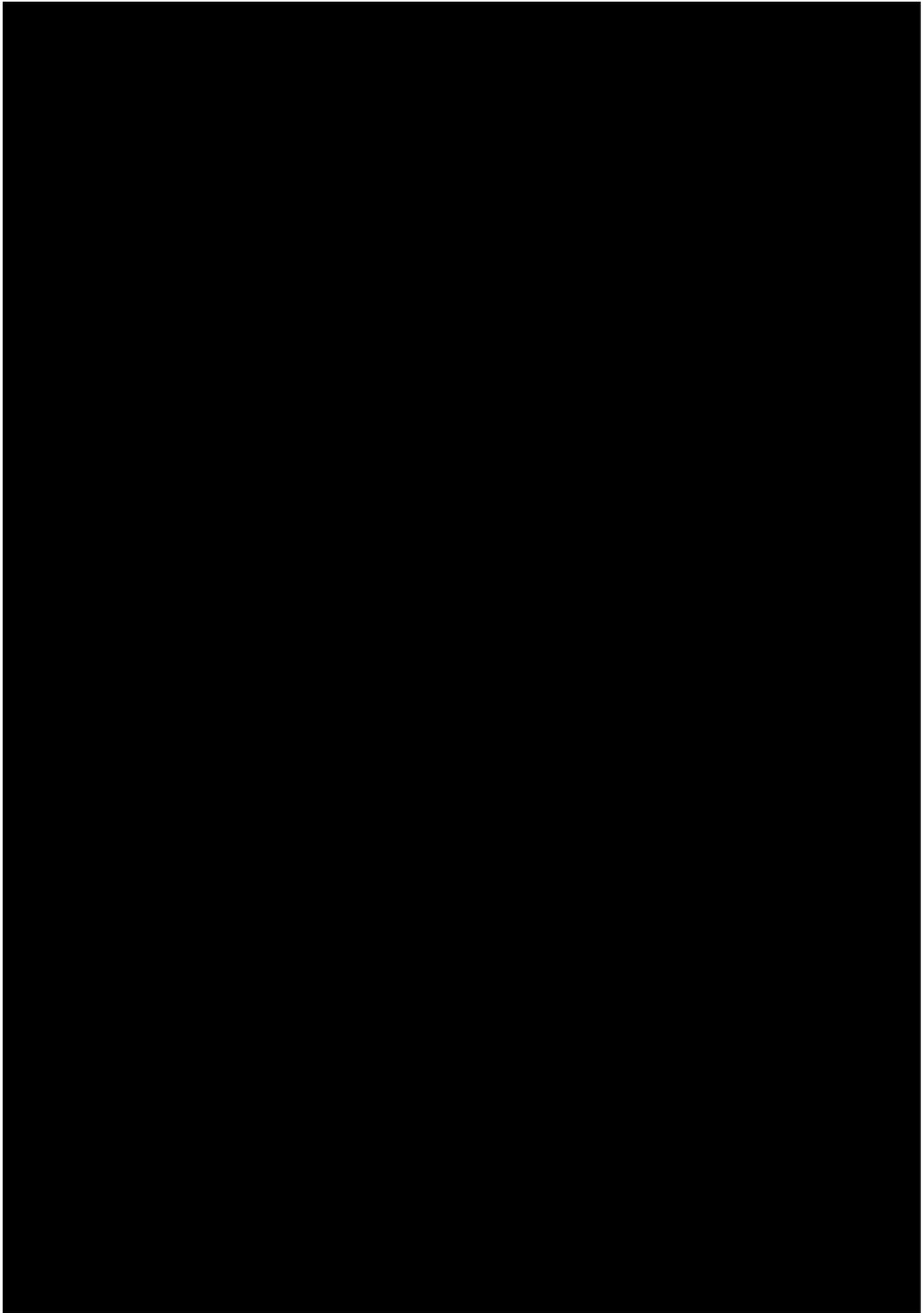


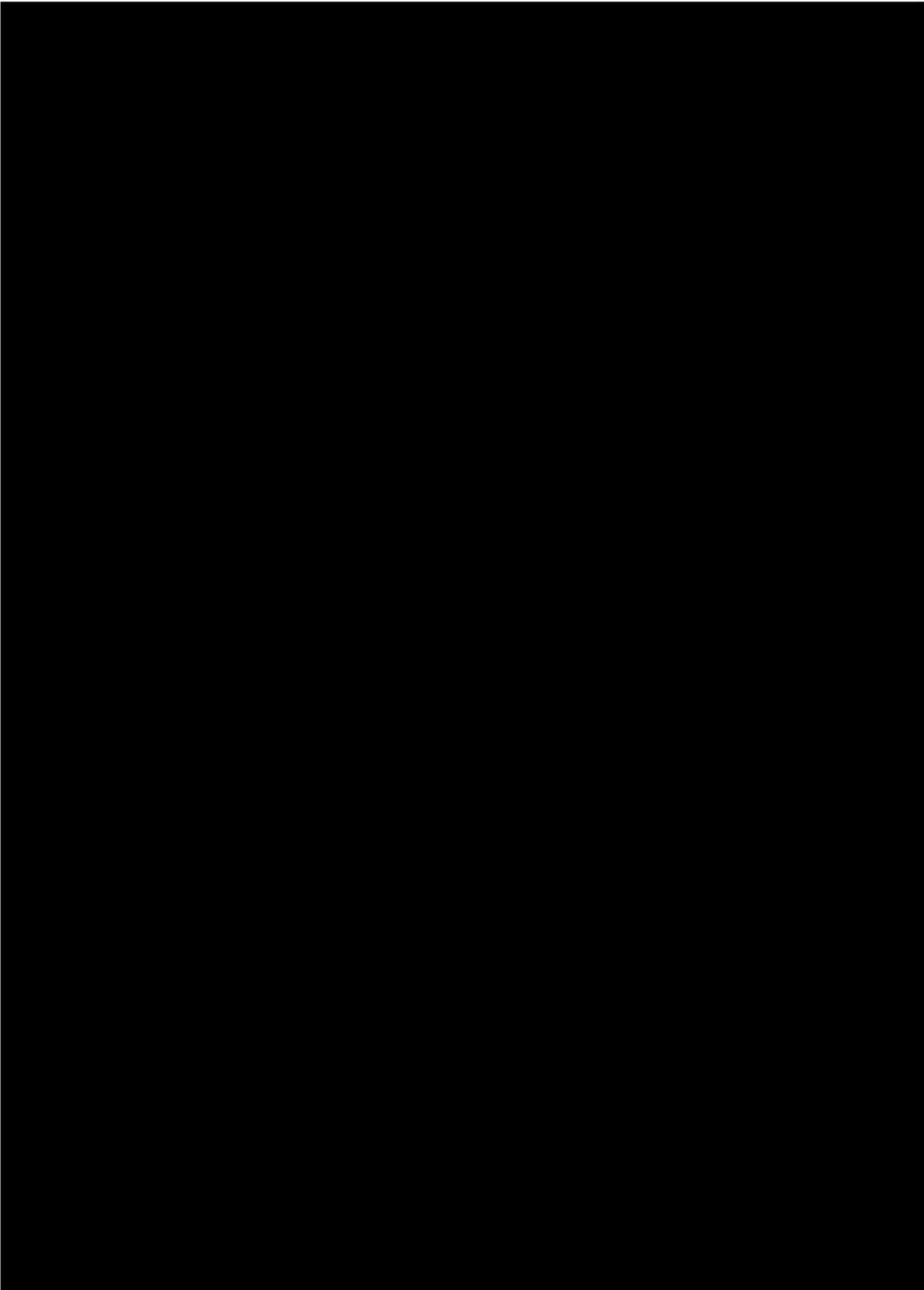


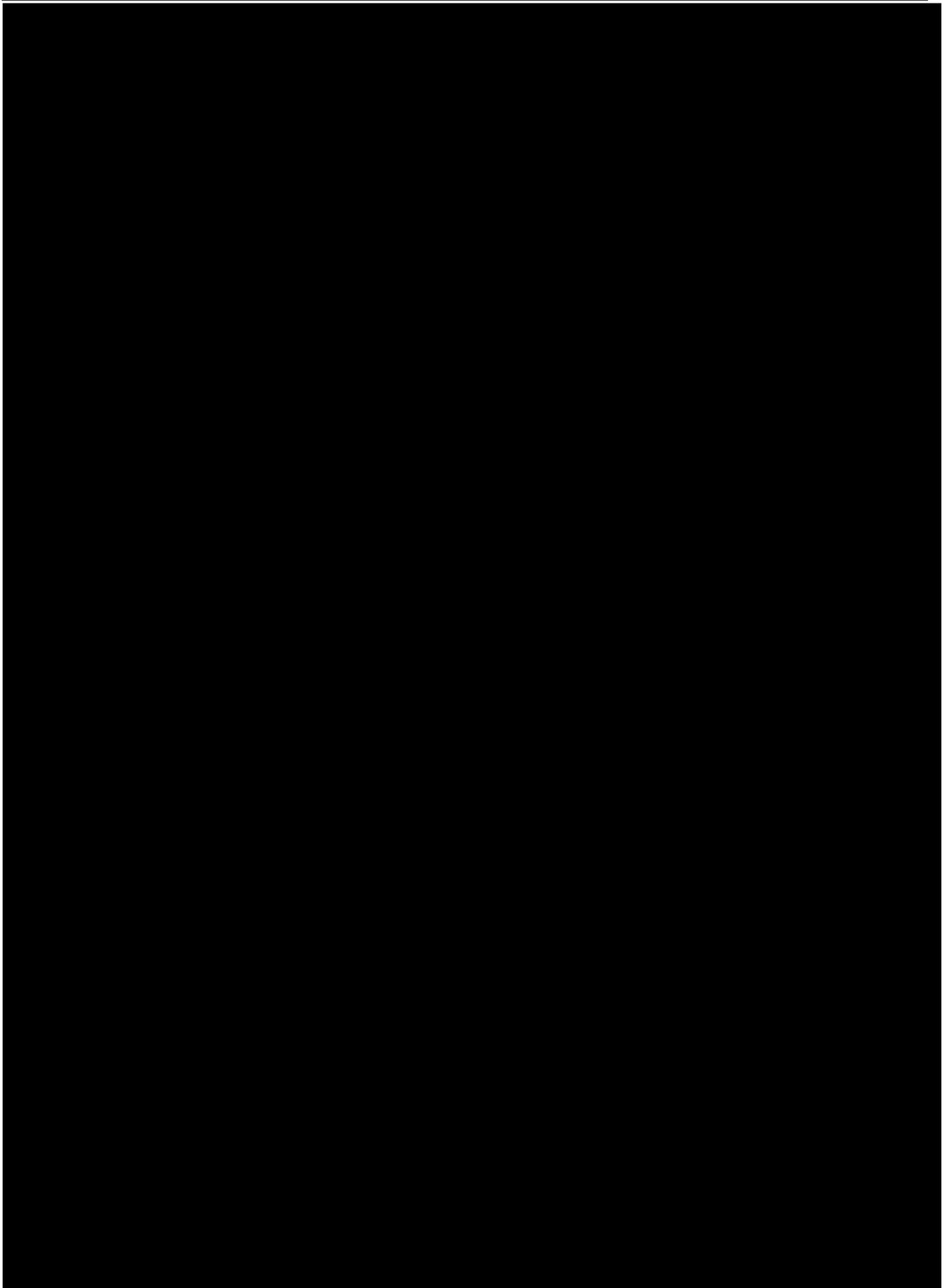








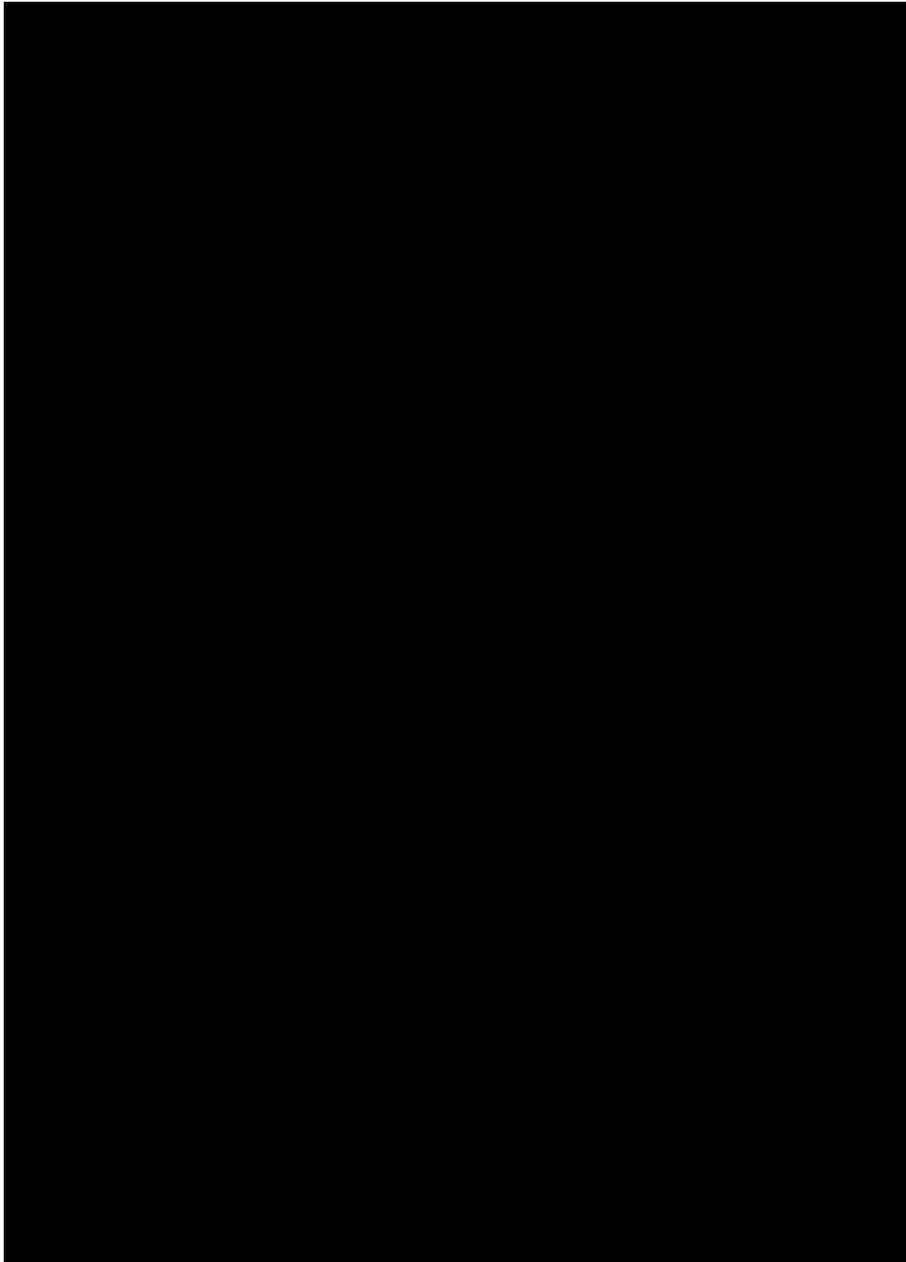




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**Q2 Appendix Example Letter**

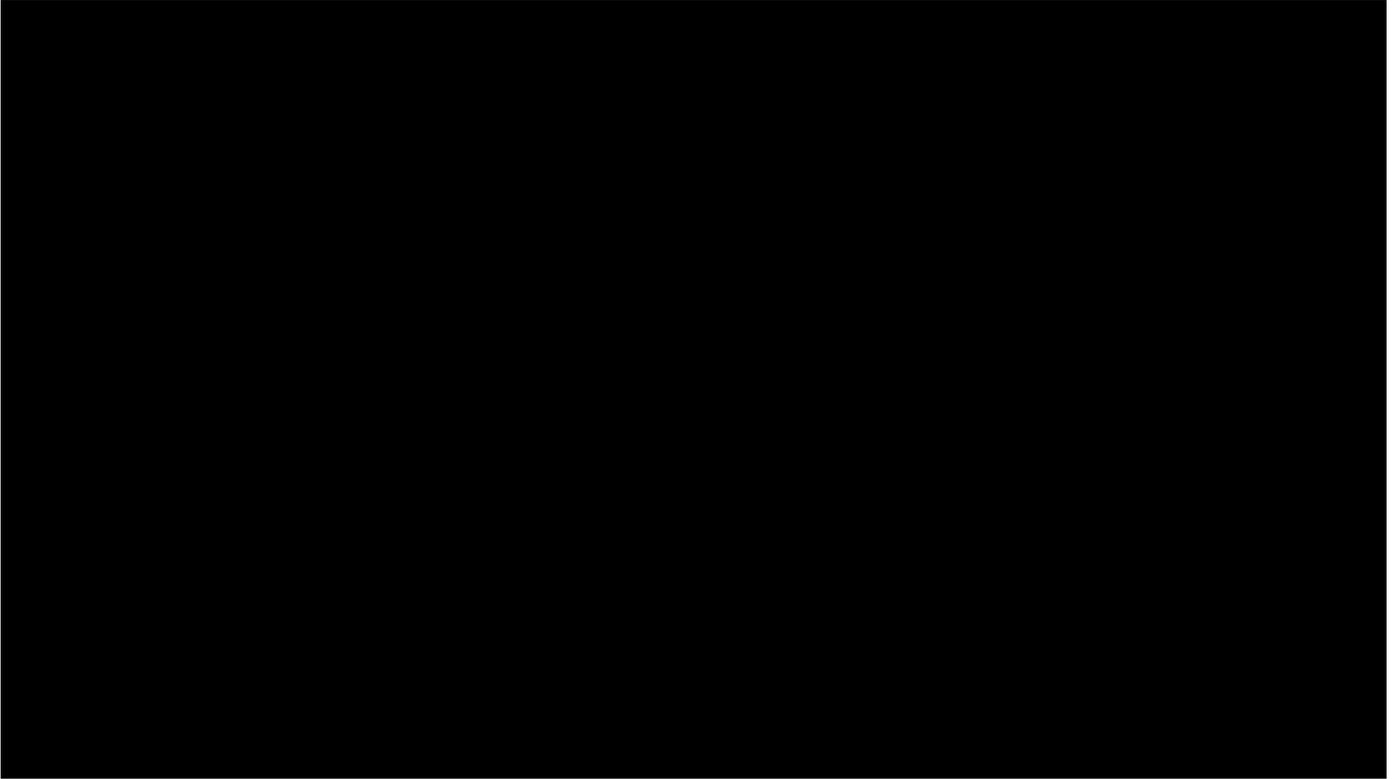
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**Q2 Appendix No Access Process**

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## Domestic Repair Process Map



**Appended Winter Readiness Plan redacted**

**Q3. Contract Performance in line with agreed KPI's (20%)**

Please describe your approach to monitoring, managing, and reporting performance standards for the delivery of this domestic gas contract, with specific reference to the sample Key Performance Indicators (KPIs) listed below (Please note full KPI list set out in Appendix G).

Your response should explain:

- The systems and processes you will use to track performance against each KPI;
- How you will present performance data to the Employer (including format, frequency, and reporting channels);
- The preventative measures you will implement to ensure targets are consistently achieved.
- The corrective actions you will take where performance falls below the agreed threshold.
- How your performance management approach will ensure continuous improvement and client satisfaction throughout the contract term.

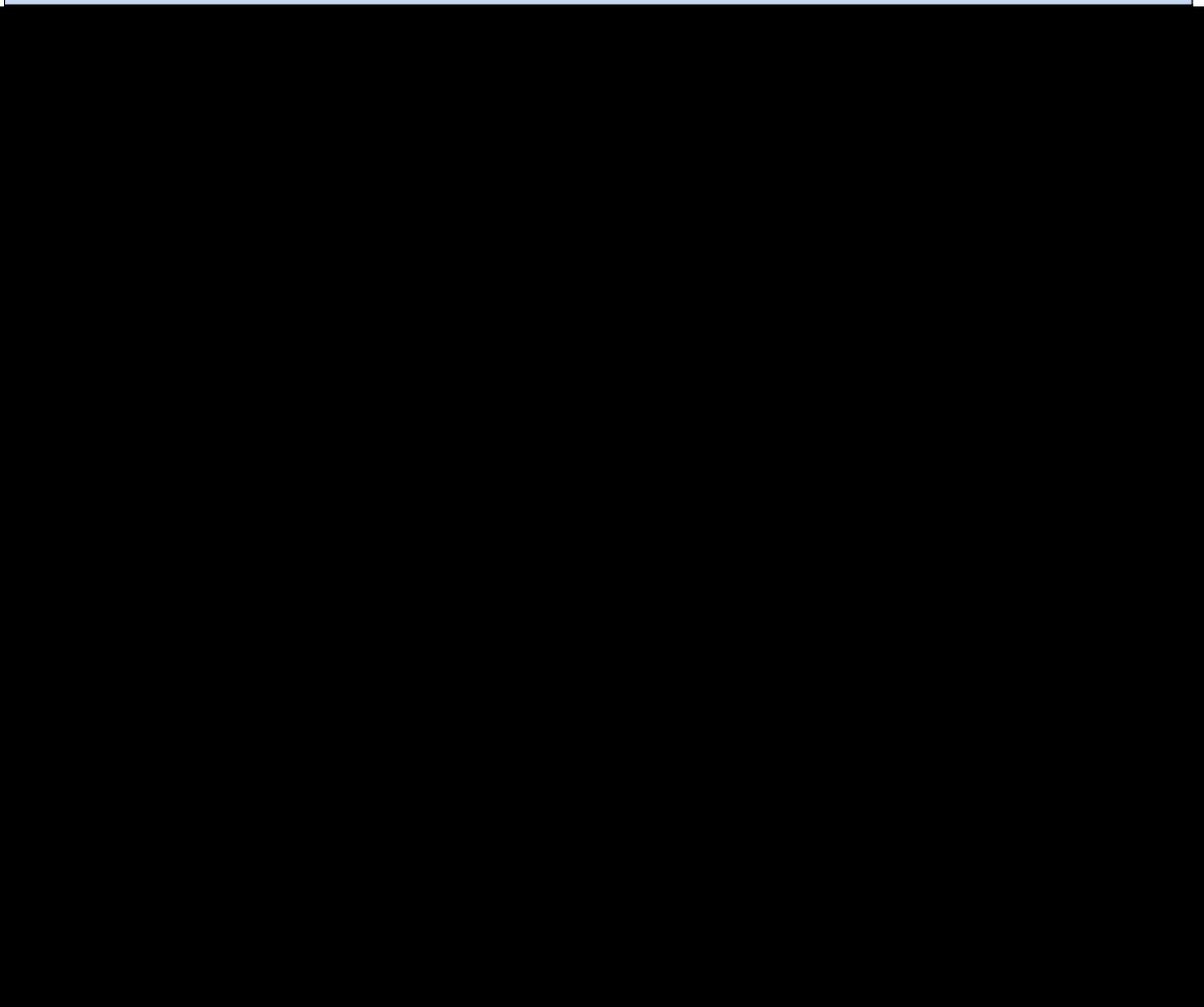
You must demonstrate how you will meet or exceed the following

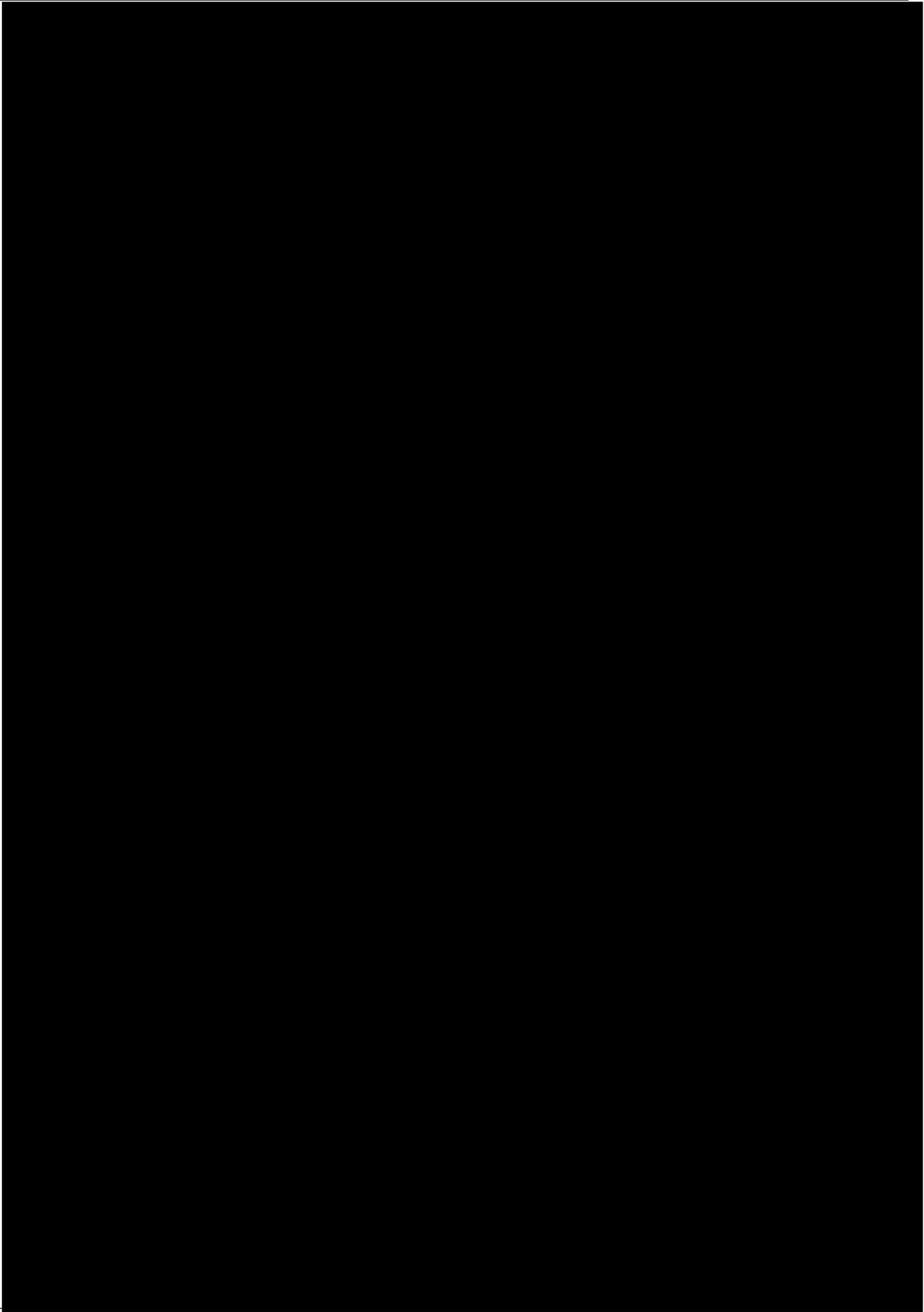
KPI	Objective	Performance Measure	Target
1	Service Appointments	The number of appointments that are made and kept within the timescale of the 60 day process	100%
2	Repair / Breakdown Appointments	The number of Repair /Breakdown appointments that are made and kept	98%
3b	Repairs Completed within timescale - Urgent	Where a call is received before 12.00 (noon) Respond and attend the same day - All works completed within 3 working days See Appendix D - Job Allocations	98%
3c	Repairs Completed within timescale - Urgent	Where a call is received after 12.00 (noon) Respond and attend before 10.00 the next working day - All works completed within 3 working days See Appendix D - Job Allocations	98%
3d	Repairs Completed within timescale - Routine	For follow on works at the Employers written discretion only – All works to be completed within 10 working days of original job raised. See Appendix D - Job Allocations	100%

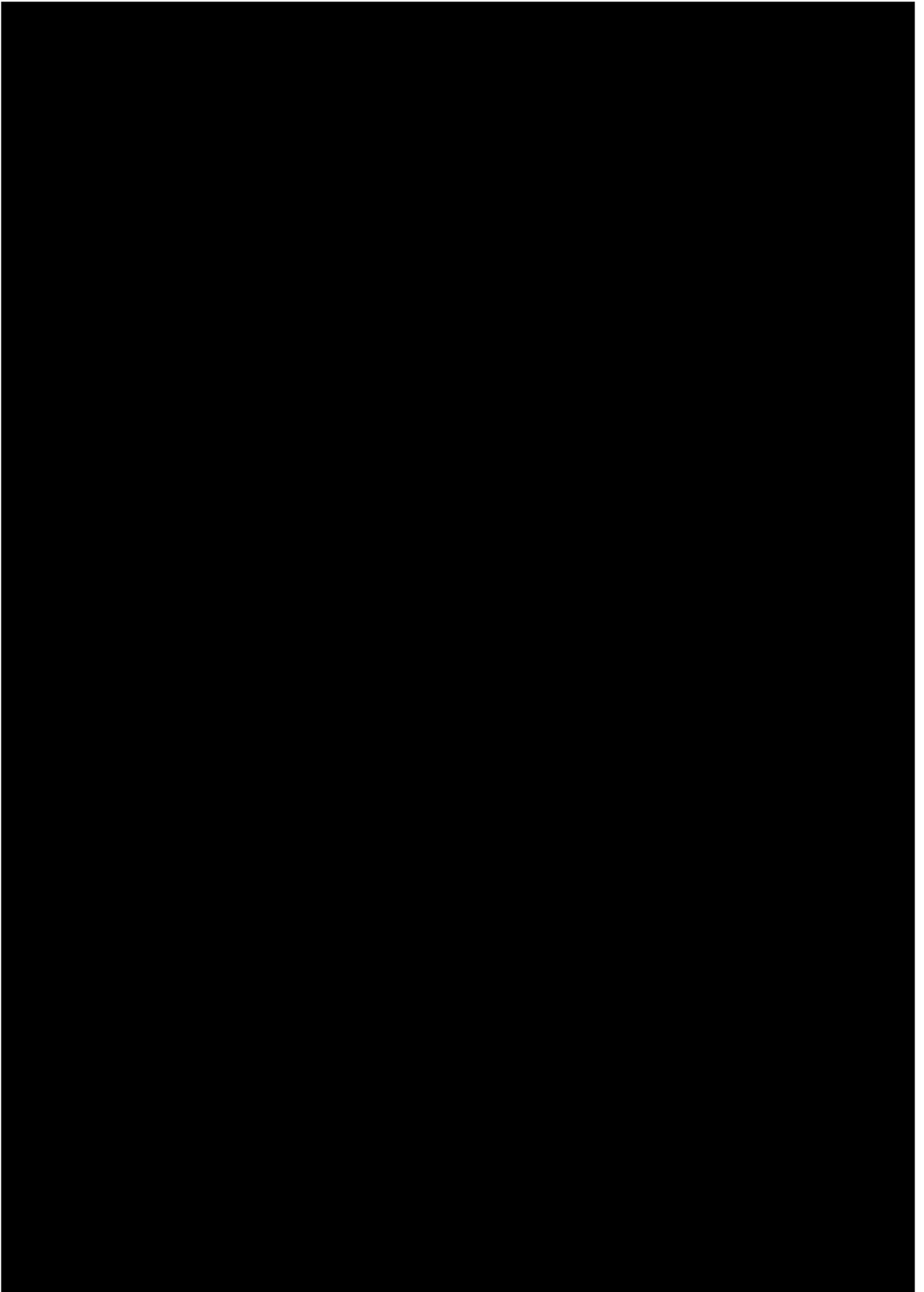
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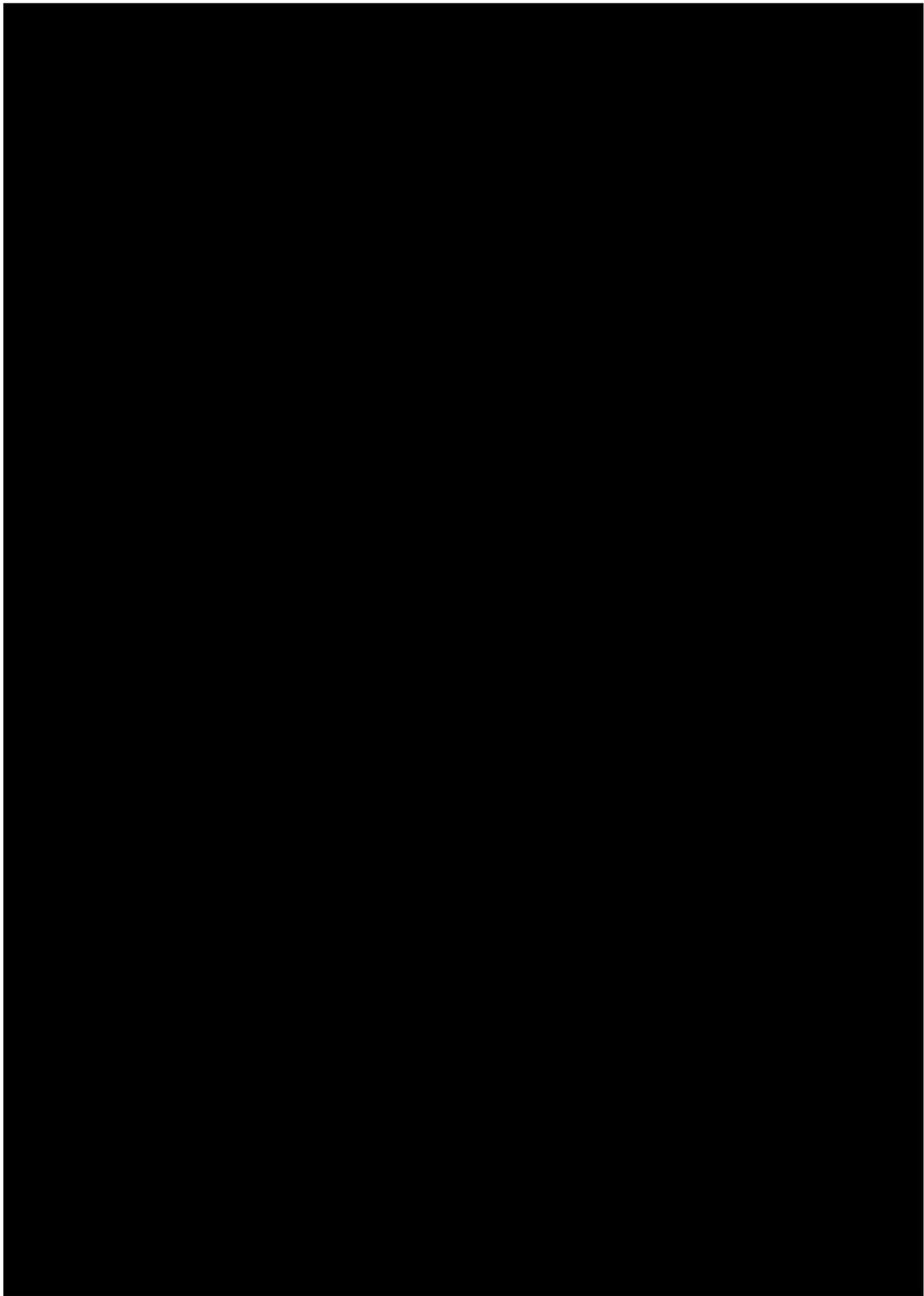
4a	Repairs Completed within timescale - Urgent	1st time fix (From when the job was first registered to when a final completion was made / No repeat jobs allowed within 30 days)	95%
4b	Repairs Completed within timescale - Urgent	1st time fix (From when the job was first registered to when a final completion was made / No repeat jobs allowed within 30 days)	95%
8	Customer Satisfaction (Repairs)	Satisfaction Surveys % Satisfied or above based on a 3 tier scale - Not Satisfied, Satisfied and Exceeded Expectations	98%
9	Complaints/Dissatisfactions or Goodwill Recommendations (Service & Repairs)	How many Complaints/Dissatisfactions or Goodwill Recommendations were received within a month against number of jobs raised.	1%

(Max. 1200 words)









**Q4. Carbon Reduction (5%):**

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

In line with this commitment, the Council expects suppliers to adopt environmentally sustainable and responsible practices in the delivery of domestic gas services.

Explain how you will mitigate or eliminate the carbon impact of activities carried out under this domestic gas contract. This includes both day-to-day operations and strategic approaches over the course of the contract.

Please have reference to:

A. Environmental Sustainability

- Energy Efficiency - outline how you will reduce energy use during service delivery

(e.g. use of low-emission vehicles, route optimisation, energy-efficient equipment/tools).

Waste Reduction - Describe how you will minimise waste generation and promote reuse/recycling of parts and packaging during maintenance, repairs, and component replacements.

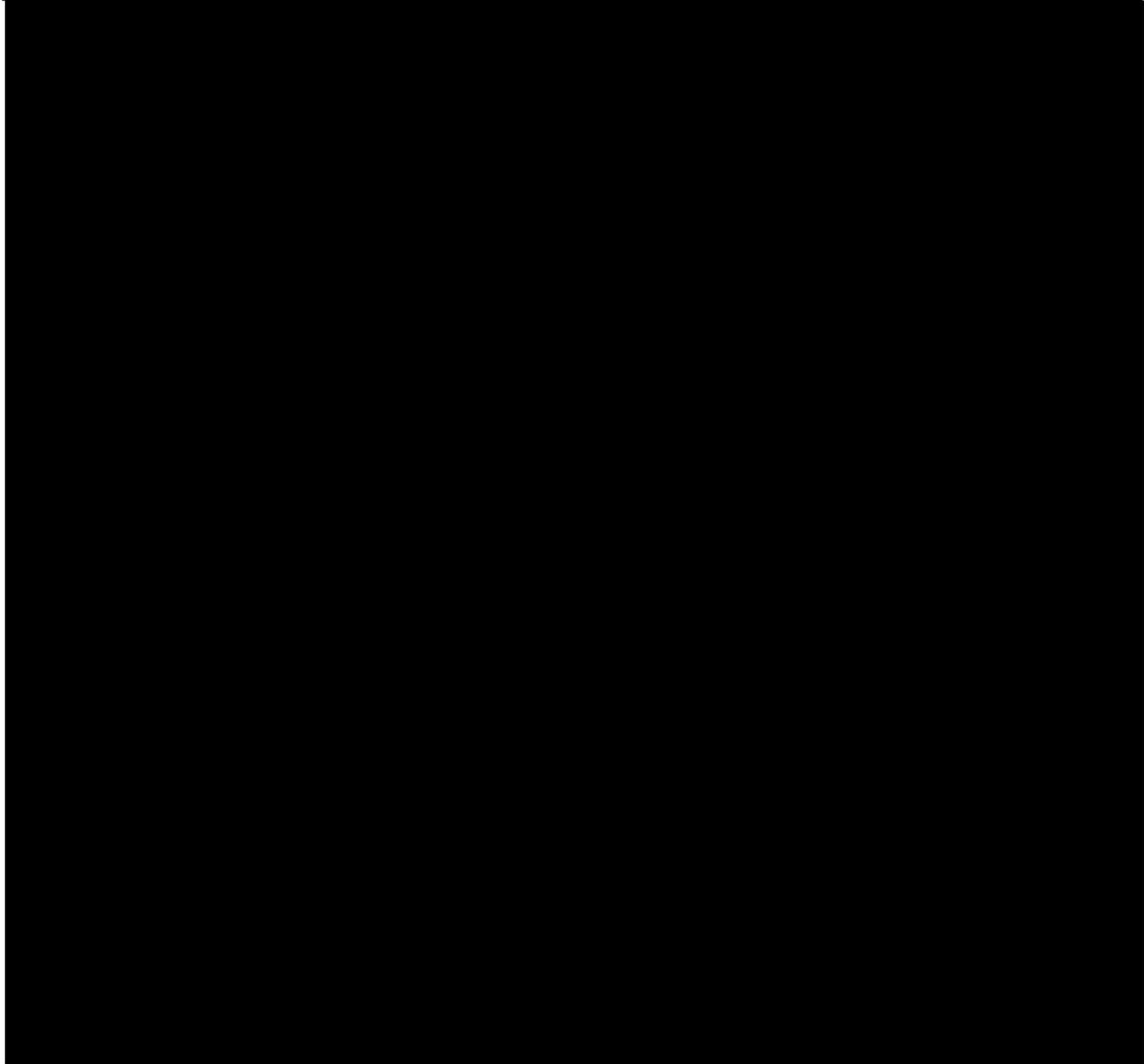
**B. Operational Sustainability**

- Sustainable Project Management - Describe how you will integrate sustainable practices into the management of this contract, including any procedures or systems in place to ensure environmental, social, and economic considerations are embedded in your service delivery.

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

Your answer should include how you will monitor and measure your environmental performance against these commitments and how this information will be reported to the Employer as part of ongoing contract performance reviews

*(Max. 500 words)*



**Q5. Social Value (5%):**

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

As part of this domestic gas Contract, the Council is seeking to partner and work collaboratively with contractors who can deliver measurable social value through the life of the contract.

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

For example, your offer might include:

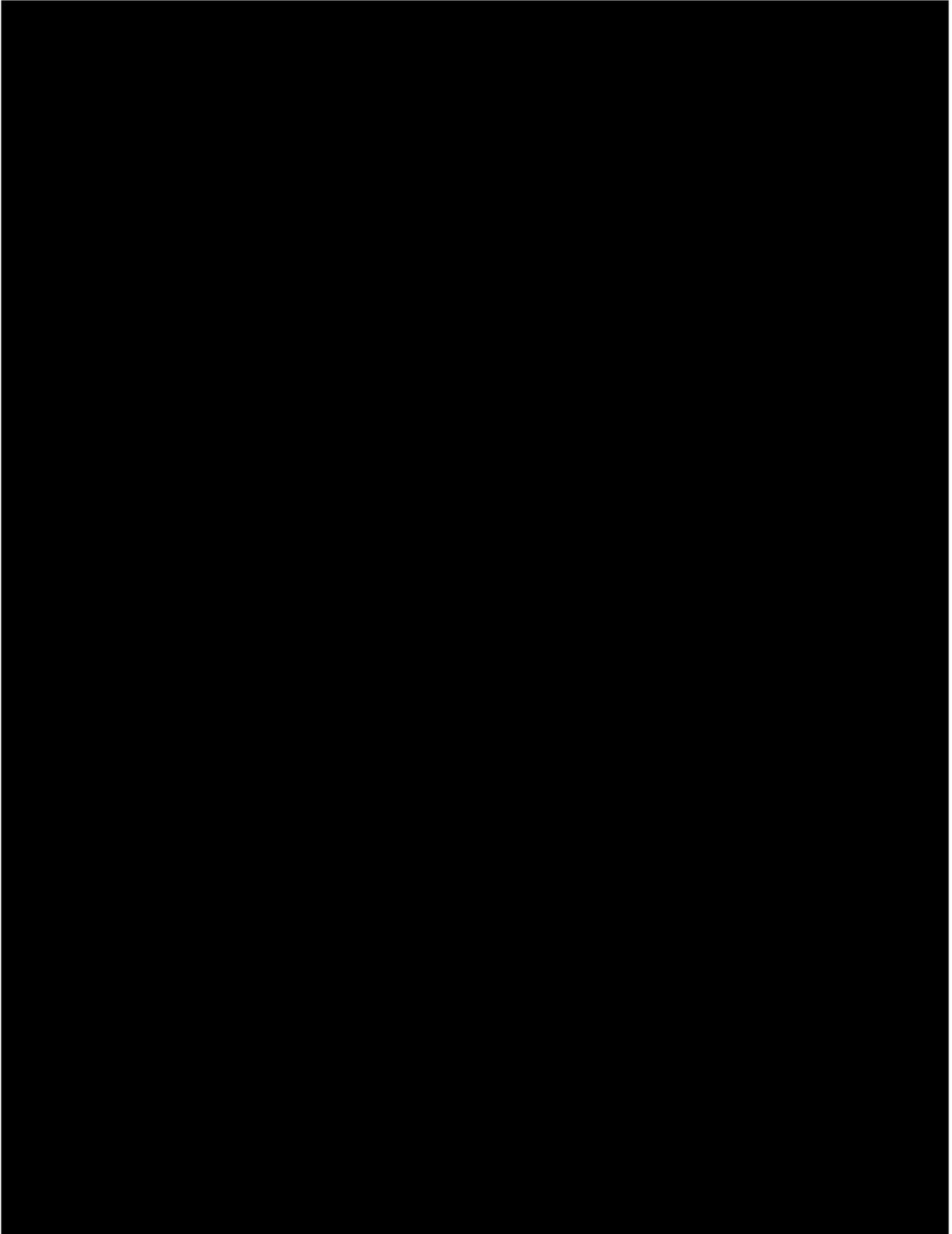
- A resource commitment- annual supply of staff time to support local events or initiatives within the community (e.g. Clean up days, Council safety awareness

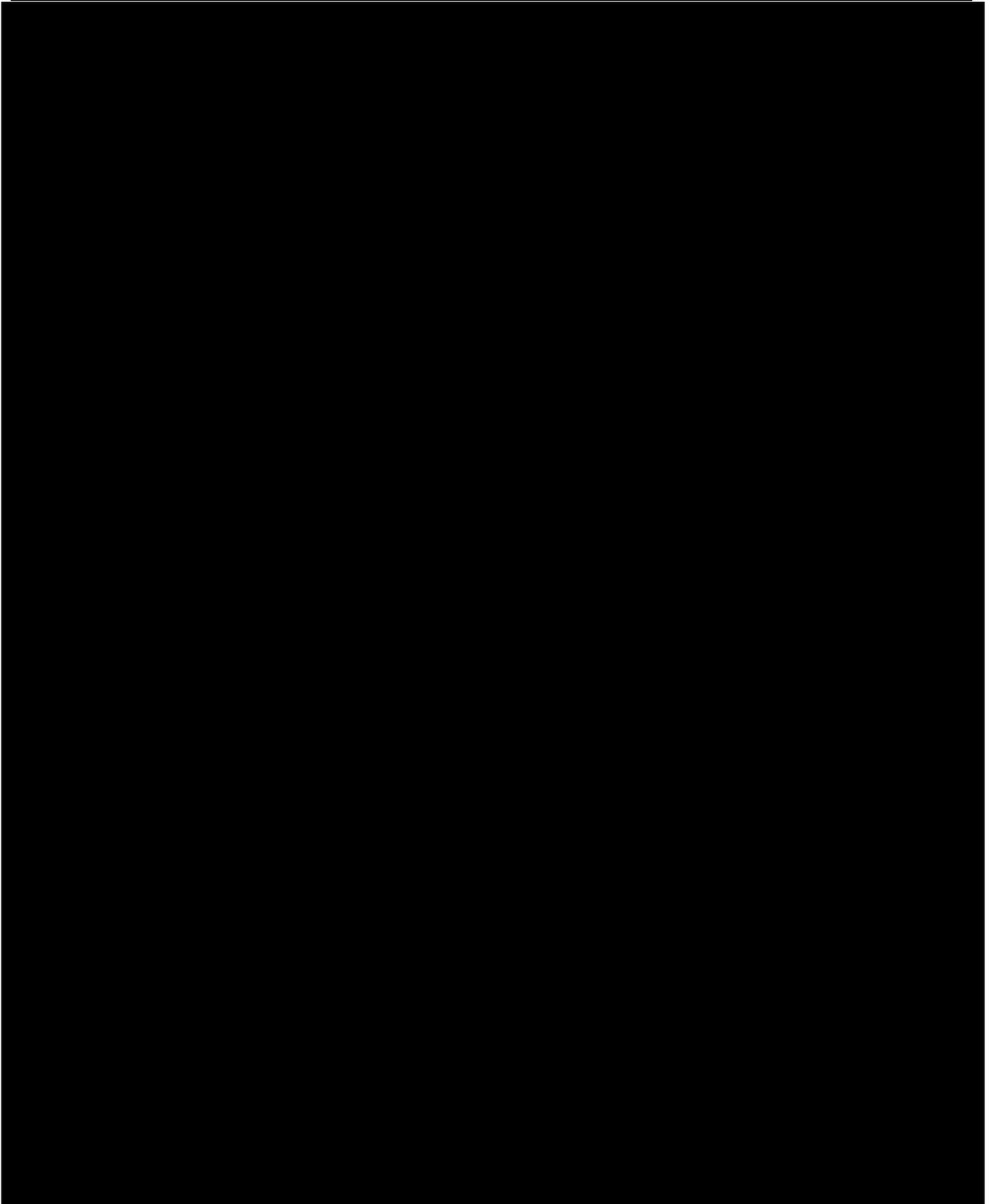
events)

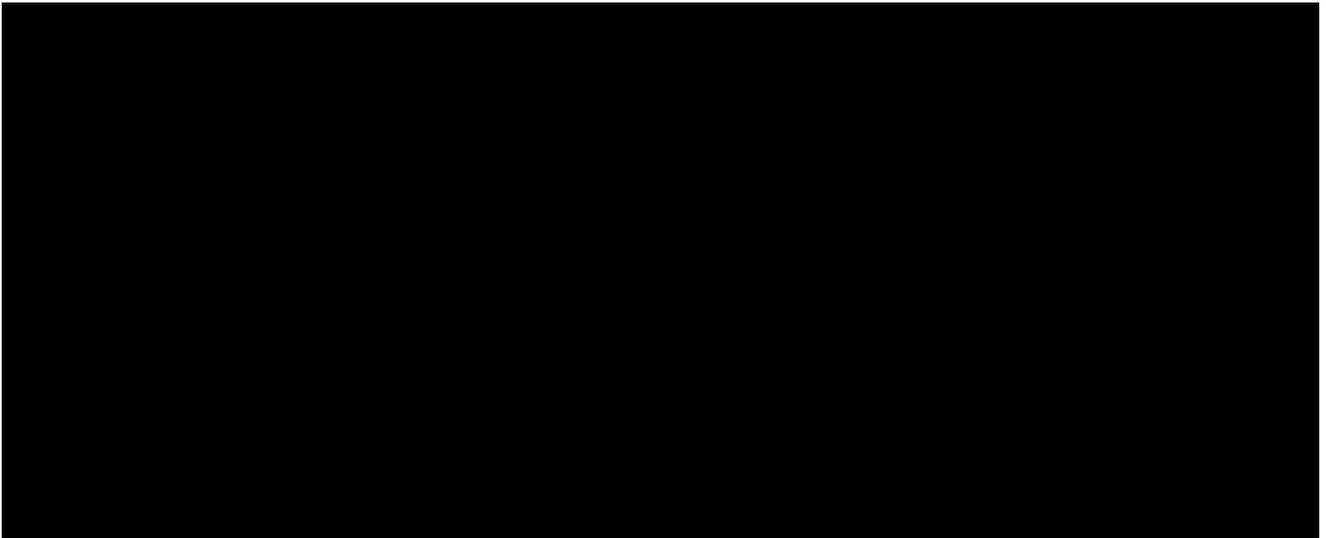
- Equipment Commitment - Donation or loan of tools, equipment, or materials to support Council-run community events or housing initiatives.
- A Training & Apprenticeship Opportunities -Offering placements, skills development, or mentoring to local residents, particularly those from underrepresented or disadvantaged backgrounds. Offering events to local colleges.
- Engagement with Local Supply Chains - Prioritising use of local suppliers and subcontractors to support the regional economy.

Your answer should include how you will monitor and measure the delivery of your social value commitments and how progress will be reported to the Employer as part of ongoing contract management and performance reviews

*(Max. 500 words)*



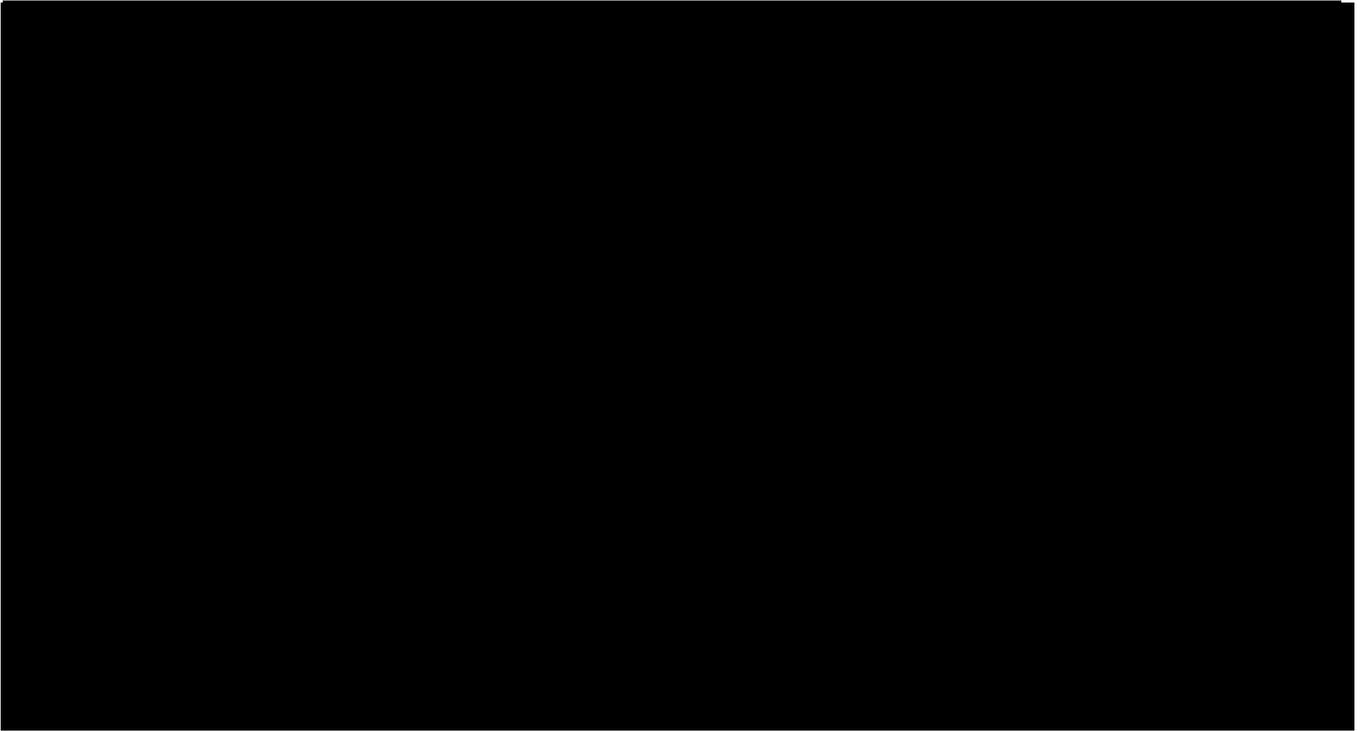




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**Q5 Social Value Strategy Summary**

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## SECTION 4 – PRICING SCHEDULE

Please complete the accompanying document titled “**APPENDIX H – Price Schedule**” and return it in spreadsheet format (e.g., Excel). PDF submissions will not be accepted.

Prices must be entered excluding VAT against all items in each section.

The total tender value derived from **Annex A Summary** tab will be used as the basis for tender evaluation.

## SECTION 5 – TERMS & CONDITIONS OF CONTRACT

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

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

<p>Please ensure you have read Appendix J and Section 7 of the Instructions document.</p> <p>Do you accept F&amp;HDC's terms (or the terms as amended by F&amp;HDC in any pre-tender clarifications)?</p>	<p>Yes</p>
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## SECTION 6 – DECLARATIONS

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

PROVISION OF: Domestic Gas Servicing, Maintenance and Associated Works

REFERENCE: DN780803

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

The tender documents consist of:

- Invitation to Tender Instructions
- Specification
- Drawings
- Supplementary information for suppliers
- Draft contract terms
- my organisation's completed Price Schedule
- this response document

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

- and any documents I have submitted with this response document (listed on the first page)

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

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

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

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

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

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

Signature:	
Name & job title:	
Dated:	22.09.2025
For and on behalf of:	T Brown Group