

Request to Participate and Tender -Contract information for Cyclical decorations - West region only

On behalf of

# **Aster Group**

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# document 2



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### 1 Contract information

#### 1.1 Introduction

- 1.1.1 This document is divided into the following sections:
  - Part 1 Contract information
  - Part 2 Draft Form of Contract and Schedule of Amendments
  - Part 3 Preliminaries
  - Part 4 Specification
  - Part 5 Price Framework guidance notes
  - Part 6 Social Value
  - Part 7 Key Performance Indicators
  - Part 8 Appendices

### 1.2 Objectives of Aster Group

- 1.2.1 Our vision Everyone has a home
- 1.2.2 Our purpose What we do enables better lives. We provide safety and security through a range of housing and services. We will continue to grow so we can maximise our impact. Our strengths are our people and our culture.



1.2.3 Our strategy is a shared set of objectives and goals that as a business we'll work together to achieve. Supported by three strategic themes our approach is underpinned by a set of enablers which will deliver our future and focus on transformation, growth and financial strength and sustainability.

# 1.3 Brief and scope of work for the contract

- 1.3.1 The works required by the contract, include but are not restricted to:
  - External decorations\wash downs of blocks and houses
  - Internal decorations to communal areas
  - Decorations to bin stores\garages\garage blocks
  - Decorations to other external communal areas
  - Painting and\or treatment of fencing, gates, sheds etc
  - Pre-treatment repairs
  - Gutter cleans\repairs
- 1.3.2 Additionally, the contract will allow for the option to include additional works and services. For example:
  - Internal flooring
  - External Wall Repairs
  - Replacement of (pre-cast concrete) canopies etc.
  - Concrete repairs
  - White lining
  - H&S repairs, such as localised paving, paths, ironworks, walls, steps etc.
  - Roofing repairs
  - The cleaning of solar panels
  - Pigeon deterrent
  - Moss clearance
  - Other associated repairs or works that utilising scaffolding
- 1.3.3 For clarification, the contract will not include:
  - Energy efficiency works
  - Fencing and gate replacement
  - Roads and parking area upgrades
  - Roofing works, with the exception of minor repairs
- 1.3.4 The value of the works, per annum, is estimated to be approximately £750,000.00 to £1,750,000.00.

# 1.4 Other key information

1.4.1 Whenever a masculine pronoun is used in this document, or any associated document, this also includes for the feminine pronoun or gender-neutral pronoun, and vice versa.

# 2 Draft Form of Contract and Schedule of Amendments

- 2.1.1 Please refer Appendix 1 provided at Part 8 of this document. The appendix provides a draft copy of the Form of Contract, including a Schedule of Amendments, which will form the basis of the final contract issued for signature by the successful Supplier(s).
- 2.1.2 Suppliers are to familiarise themselves with the contents of Appendix 1 before submitting a Tender as it is not envisaged that the client will not amend any of the Terms and Conditions.

### 3 Preliminaries

# 3.1 Generally

3.1.1 The appointed Contractors are to adhere to Aster Group's policies and procedures set out in Appendix 2 provided at Part 8, at the end of this document and are to make due allowance and consideration in the preparation of their tender.

# 3.2 Roles and Responsibility

- 3.2.1 In general the roles and responsibility are clearly defined in the Contract that will form the basis of the contractual agreements between each party.
- 3.2.2 To fulfil the defined role of Contract Administrator and to provide a cost audit and quality inspection function, Aster Group intends to provide a dedicated team to manage the works.
- 3.2.3 It is a requirement that the Contractor will provide a dedicated team to fulfil the defined roles as detailed in the Tender documents and to provide representation to work closely with Aster Group, including residents, with the mutual objective to successfully deliver high quality works and customer satisfaction.

# 3.3 Authorised Officers on behalf of Aster Group

3.3.1 Aster Group through the Contract Administrator may appoint Authorised Officers whose roles and responsibilities will be confirmed by the Contract Administrator in writing to the Contractors.

#### 3.4 Consultants

3.4.1 Aster Group may appoint Consultants to act on their behalf in relation to, amongst others, cover the quality control and the auditing of works and services being carried out by the Contractors.

### 3.5 Managerial Requirements

- 3.5.1 The Contractor will nominate at least one member of its team who shall be suitably qualified to lead and manage the full extent of the works.
- 3.5.2 It is a requirement that the Contractor will maintain an extremely close working relationship with Aster Group. The integration therefore of its management delivery team with Aster Group and the methods of communication and reporting functions are considered key issues for Aster Group.
- 3.5.3 Within the Contractor's team there shall be at least one senior professionally qualified (construction) competent person to be dedicated to the works. The person(s) so dedicated to be named prior to the award of the Contract and to remain so dedicated for the whole of the programme unless the Contractor and Aster Group shall otherwise agree.
- 3.5.4 The named dedicated senior person shall be the point of contact for Aster Group and shall be a member of the Strategic Group.
- 3.5.5 The number of dedicated management personnel required to fulfil the requirements of the works shall be at the discretion of the Contractor but shall be commensurate with the need to properly and satisfactorily service the Contract.
- 3.5.6 In the event that it is necessary to change the personnel comprising the team, the Contractor shall ensure that the new personnel are in post and overlap with the existing personnel for a minimum of

- four weeks. The Contractor shall inform Aster Group in advance of all intended personnel changes.
- 3.5.7 Members of the Contractor's management team shall not be agency staff but shall be full-time employees of the Contractor unless specific written approval has been sought and received from Aster Group.
- 3.5.8 In addition to the constant management and supervision of the works provided by the Contractor's named senior person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.

### 3.6 Experience and Qualification of Employees

- 3.6.1 The Contractor will be required to provide a core team of highly qualified professional staff to undertake the works required for the Contract.
- 3.6.2 Each employee is expected to hold the requisite experience and expertise to undertake the tasks allocated to them and the Contractor will be required to ensure that the Quality Management System it operates will be sufficiently robust to identify any deficiencies in this regard.
- 3.6.3 Where deficiencies are identified the Contractor will be required to ensure processes and procedures are established to deal effectively with the identified problems and demonstrate to Aster Group that appropriate rectification will be implemented.
- 3.6.4 The Contractor should note the requirements identified above regarding management requirements and notification, etc.
- 3.6.5 The Contractor must provide a full list of names of those operatives that will carry out work prior to the start of the contract and at regular 3 monthly intervals through the term of the contract.

#### 3.7 Identification

- 3.7.1 The Contractor shall provide all working personnel and supervisory staff employed by them and engaged upon the work with a form of identification approved by Aster Group prior to the commencement of the Term, which must contain the following details:-
  - Photograph of the operative.
  - Operative's name.
  - Contractor's name, address and telephone number.
  - Aster Group's telephone number and logo.
  - Unique Reference number
- 3.7.2 The identification card shall always be worn and clearly visible when calling at any Site, and the operative must be able to produce upon request the additional information relevant to the nature of works. Identification cards must be proactively shown to Customers at initial visits.
- 3.7.3 The Contractor must ensure that this card is destroyed on the day of resignation/dismissal of any employee and details forwarded to the Contract Administrator with confirmation as to the reason why.

#### 3.8 Uniform and vehicles

3.8.1 The Contractor shall ensure that all operatives shall be presentable whilst wearing the appropriate clothing and footwear for the work involved.

- 3.8.2 All vans and vehicles used in carrying out the works shall also bear the sign and the name of the Contractor. It is not a requirement of this contract that the vans must only bear the logo of Aster Group. Ideally, the vans will display "Working in partnership with Aster Group" or similar and approved.
- 3.8.3 The Contractor must provide a list of all vehicle including make and registration number that will be used by the named operatives during the Contract Term. Vehicle changes, as with operative changes, must be notified to the Contract Administrator.
- 3.8.4 Suppliers are to make due allowance for complying with this clause and clause 3.7 above within the tendered rates. This should also include all parking/congestion changes, levies and fees associated with all vehicles used on the Contract.

# 3.9 Management of the Supply Chain

- 3.9.1 It is the expectation of Aster Group that the Contractor will work with them to fully develop the supply chain and ensure that the procedures it implements with respect to the minimum requirements for the standards of works and agreed management processes are fully implemented by the whole supply chain including any Partner Manufacturers/Suppliers.
- 3.9.2 Aster Group places important emphasis on effective supply chain management as a means of delivering customer focused services that are first class, together with sustaining continuous improvement and the drive for innovation.
- 3.9.3 It also acknowledges the benefits of consistency of understanding with regard to the principles and objectives of partnering throughout the supply chain with particular emphasis on the Contractor's specialists and Suppliers.
- 3.9.4 Aster Group reserve the right and may, during the life of the Contract, procure a materials supply Contract which all Contractors, appointed to deliver its programmes of Cyclical Painting, will utilise and adhere to.

#### 3.10 Consultation

- 3.10.1 Aster Group is fully committed to ensure that residents are consulted at all stages in the undertaking of the works to be completed as part of the works.
- 3.10.2 To ensure effective consultation with residents, as a minimum the Contractor is required to attend and present their proposals at resident or Leaseholder Consultation meetings that may be held outside normal working hours.

### 3.11 Resident Liaison

- 3.11.1 The Contractor shall be responsible for providing a suitable number of Resident Liaison Officers who are to be available throughout the working day and for the duration of the Contract, and who are not members of the site staff.
- 3.11.2 The RLO(s) is/are to keep all residents advised of when they are to be affected by the works, and is/are to record all correspondence with the residents. RLO(s) is/are to allow for visiting residents outside of normal working hours, where necessary, and generally ensure that the interests of the residents receives full consideration.
- 3.11.3 The RLO will be responsible for day-to-day monitoring of the location of the Contractors undertaking the works, and advise on any interruption of services, and deal with any complaints.

All residents are to be made fully aware of the complaints procedure prior to commencement of the works.

3.11.4 The Contractor is to ensure that the RLO and Site Manager can be contacted by means of a mobile phone during normal hours, and provide a contact number for use outside of normal working hours for emergencies relating to the works.

#### 3.12 Resident Satisfaction

- 3.12.1 It is the intention of Aster Group to utilise an external Provider to undertake satisfaction surveys via a direct call to the Resident. Therefore it is not intended that Aster Group will require the Contractor to undertake Resident Satisfaction surveys on Aster Group behalf.
- 3.12.2 Should the Contractor choose to undertake their own Resident Satisfaction surveys, then the format of the satisfaction survey must be agreed between Aster Group and Contractor.

### 3.13 Complaints

- 3.13.1 As a minimum there will be a complaints procedure that covers all services and sets out agreed timescales for dealing with complaints. In the first instance the complaint must be immediately dealt with either verbally or in writing by Contractor, supervisor or manager. Should the complaint not be satisfactorily dealt with, the complaint will be dealt with by reference to the Aster Group complaints procedure.
- 3.13.2 The Contractor will be obligated to keep a register of all complaints that will be updated on a monthly basis and passed to Aster Group as part of the regular Strategic Group meetings.
- 3.13.3 The procedure detailed above will form the minimum requirements and the Contractor, as part of their proposal, will be required to provide procedures that clarify the mechanisms to be adopted.

# 3.13.4 Complaints Procedure

- i. The RLO is to maintain a register of resident complaints and issue a summary of action taken to resolve on a weekly basis to the Contract Administrator.
- ii. Any complaints by residents must be noted within the logbook and signed by the complainant, and the Contract Administrator advised immediately. The Contractor is to record any action taken upon receipt of the complaint, and confirm to the Contract Administrator that matters within the Contractor's control have been satisfactorily resolved.
- iii. In the event of any complaints or claims for damage, the RLO is to process any insurance claims or reimbursements deemed necessary. All claims against the Contractors insurance should be settled within a target time of no more than 3 months.

#### 3.14 Aster Group's Code of Conduct

3.14.1 The Contractor is to comply at all times with the requirements set out in the latest version of Aster Group's Code of Conduct. This is to ensure that all operatives undertaking works on its behalf are aware of the required minimum standards of behaviour and performance and a copy is.

### 3.15 Workmanship

3.15.1 The Contractor shall ensure the overall standard to workmanship will satisfy Aster Group and Contract Administrator at all times. Only competent work persons with the required level of skills

- are to be employed and a Qualified Supervisor or Contract Manager is to be available to supervise the work.
- 3.15.2 The Contractor is to make provision for sickness, holidays, etc. and ensure that adequate numbers of persons are available for continuity of progress and to complete the servicing work within the annual periods.
- 3.15.3 Workmanship shall comply in all respects with the current British Standard Codes of Practice and all relevant legislation and regulations which may be in force or come into force during the Contract Term.

### 3.16 Labour, Materials, Tools and Plant

- 3.16.1 The Contractor shall provide all labour, materials, tools, plant and attendance necessary for the safe execution of the works and the provision of all services required under the contract.
- 3.16.2 Goods and materials supplied by the Contractor shall comply in all respects with current British Standards Institution Specifications and Workmanship or the appropriate EU standard specification, where applicable.
- 3.16.3 All materials used by the Contractor shall be fit for purpose and shall conform with appropriate British Standard Specifications, COSHH regulations and similar. Biodegradable / recycled products should be used, where possible.

#### 3.17 Site cleanliness

3.17.1 The Contractor shall remove all rubbish materials, plant and waste as work proceeds daily and leave the site in a clean and tidy condition. Completion of the works will be considered only when this has been complied with.

# 3.18 Abuse or damage to property

- 3.18.1 All cases of suspected abuse or damage to property must be reported immediately to the Contract Administrator.
- 3.18.2 The Contractor' attention is drawn to the requirement for a written report in all cases.

# 3.19 Working in occupied properties

- 3.19.1 Aster Group owns and manages properties in a variety of multi-occupied dwellings including student accommodation, hostels, Foyers, agency managed schemes for supported housing and sheltered schemes where internal decoration of occupied individual apartments or rooms will be required.
- 3.19.2 The Contractor shall provide a price for working in occupied properties and include in the price for moving furniture, loose carpets, rugs, curtain rails, curtains, nets and any other items of any kind as necessary for the execution of the works and for returning these items to their original locations. The Contractor will also need to consider the particular issues surrounding working with vulnerable residents when completing these works.
- 3.19.3 The Contractor shall provide sufficient clean dustsheets to adequately protect all furniture, carpets on stairs, residents belongings and fittings and shall clear all rubbish as it accrues. Additional protection should be provided to balconies as necessary.

### 3.20 Access and occupation of the site

- 3.20.1 The Contractor shall be aware that whilst having occupation of the various parts of the site during the works, it shall be expected that due consideration will be taken of the special needs of residents, especially the elderly, disabled and vulnerable.
- 3.20.2 It is anticipated that all properties, and public areas, will continue to be occupied and used during the works. The Contractor is to ensure that all necessary measures are taken to provide satisfactory arrangements to allow access to all relevant areas, ensuring the safety and welfare of the residents and general public during the works, as necessary.
- 3.20.3 The Contractor is to make arrangements for gaining access to occupied properties, and shall give no less than seven working days' notice in writing to each occupier prior to access being required. A copy of the proposed pro-forma letter to occupiers is to be submitted to the Contract Administrator for approval at the pre-contract meeting.
- 3.20.4 The letter should include as a minimum:
  - i. The start date of the works, including where to address queries and complaints.
  - ii. The Contractor's name, address and telephone number and the site office during working hours.
  - iii. An example of the Contractor's ID badge and confirmation that all operatives will be in possession of a valid ID badge.
  - iv. Details of the Contractor's operatives code of conduct.
  - v. The duration of access required.
  - vi. A short description of the works to be carried out.
  - vii. Any specific request to move furniture or occupiers' fittings.
  - viii. The action to be taken should the proposed date be inconvenient.

Note: Should access not be forthcoming in the first attempt, two further attempts should be made to secure access by letter, allowing an interim period of a further 48 hours.

- 3.20.5 The Contractor is to allow for two abortive visits. Where access cannot be arranged by the above procedure the Contractor shall notify the Contract Administrator for Aster Group to arrange access with the Contractor's attendance, as arranged and notified by Aster Group at no extra cost.
- 3.20.6 No claim for disturbance or loss and expense due to the Contractor's inability to gain access to a dwelling will be considered unless the Contractor is able to provide proof that required notice has been provided to the resident, and that all reasonable steps have been taken to make alternative, or suitable and amicable, arrangements to gain access.

# 3.21 Site Requirements / Working On Site

3.21.1 The Contractor is to include for the careful removal of all items which are to be replaced, and for carting away. The method of removal must be such as to cause no damage to the existing structure. In the interests of minimising disruption to the resident, no existing building components are to be removed until the replacement materials have been delivered to site and the Contractor is satisfied that the replacement is suitable for use.

3.21.2 All properties, and communal areas, are to be kept secure against unauthorised access, particularly via any external scaffold, at all times. In the case of properties where scaffold is required to be erected for a period greater than 30 days, this needs to be agreed with the Contract Administrator and the resident advised to notify their insurers accordingly.

#### 3.21.3 Traffic Regulations and Vehicular Movement

- i. The Contractor shall comply with all traffic regulations, particularly those relating to unloading and loading of vehicles, and provide necessary traffic control. The times of deliveries may be restricted depending on the local conditions of the site. The Contractor will be expected to accommodate such restrictions as directed by the Contract Administrator at no extra cost.
- ii. Access should be kept clear at all times for use by emergency vehicles and refuse vehicles.
- iii. Vehicles under the control of the Contractor are parked on highways at the Contractor's own risk. All parking charges/penalty charge notices etc are to be paid by the Contractor.

#### 3.22 Hours of Work

- 3.22.1 Notwithstanding the Working Rule Agreement, other Trade Agreements and the requirement of the contract to gain access out of hours for servicing, the Contractor is to note that works are only to be carried out between the hours of 8.00am and 5.30pm, Monday to Friday, unless otherwise agreed with the Contract Administrator.
- 3.22.2 All work resulting in excessive noise is to be restricted to between the hours of 9.00am and 4.30pm.

### 3.23 Out of normal working hours emergency response

- 3.23.1 The Contractor must provide and maintain an out-of-hours emergency service outside of the normal working hours, including weekends.
- 3.23.2 The Contractor's telephone must be personally answered and the person answering such calls must have access to sufficiently call out engineers, supervisory staff and back up resources to adequately service the contract. The telephone number must be a single number, covering the entire Contract.
- 3.23.3 Work is to be carried out on site to resolve the problem whenever possible. If this cannot be achieved due to lack of specialist materials/plant or the need for additional operatives, the identified problem must be made safe and arrangements made to complete the work on the next working day.
- 3.23.4 If the Contractor needs to complete any work on the next working day, the CA must be informed before 12 noon on that day.
- 3.23.5 If the Contractor attends an 'emergency' call, which did not merit the definition of an emergency, the necessary work must be completed, making a clear note of the work undertaken and any other relevant information. The information is to be reported to the CA on the next normal working day and the CA will consider what, if any, action to take in respect of the matter.
- 3.23.6 If there is an emergency at any time and the Contractor cannot or will not attend or if the telephone is not answered, other arrangements may be made to deal with the emergency. If the emergency has arisen as a result of a Contractor's negligence then all costs related to the emergency shall be

borne by the Contractor. If not through negligence, then the extra over cost, including management fees, of employing another contractor will be charged to the Contractor.

### 3.24 Temporary Services

- 3.24.1 Temporary Lighting and Power The Contractor shall provide all necessary artificial lighting and power for use on the works, pay all charges in connection, provide all temporary connections, leads, fittings etc, and clear away and make good upon completion. Where necessary, the Contractor is to allow for providing an electricity supply in the form of portable generators. Use of occupier's electricity is not permitted.
- 3.24.2 Temporary Water The Contractor shall allow for the formation of temporary standpipes and connections (including all piping, tanks etc to comply with the current Water Byelaws) in the areas to be worked on. Water supplies from the Landlord's supply may be utilised by the Contractor if available, subject to seeking approval of the Contract Administrator. Alternatively the Contractor shall liaise with the Local Water Supply Authority for obtaining a supply, and shall be responsible for payment of any charges levied by the Water Authorities. The Contractor shall in all areas be liable for the costs of reinstatement necessary upon completion and pay all charges in connection with the water used.

#### 3.24.3 Temporary Accommodation

- i. The Contractor is to provide suitable welfare, storage and site office facilities to complete the works. Location(s) to be agreed with the CA prior to commencement of the works. In conjunction with a Schedule of Condition, include for removal and for any making good as necessary to all surfaces disturbed, damaged or stained, upon completion.
- ii. The Contractor shall provide, erect and maintain all suitable and necessary temporary mess rooms, office accommodation for the Contractor's staff (which will amount to a desk and a secure Wi-Fi connection), secure weather proof lock-up containers, stores and sheds, and other coverings for the protection of materials and tools and for the use of workers employed on the site. All material and plant is to be stored in such a manner so as to not cause danger or inconvenience to occupiers or others.
- iii. The type of all temporary buildings and the siting thereof shall be agreed by the Contract Administrator prior to erection or relocation; however the Contractor is to allow for suitably sized steel containers. No materials are to be stored within the subject blocks/properties or outside of containers and skips.

#### 3.24.4 Temporary Telephone & Internet – Contractor

- i. The Contractor shall provide and maintain a temporary telephone and internet service in the office of the Person-in-charge, and to the offices of such other of the Contractor's site staff as may be necessary for the full period of the Works and pay all charges and expenses, including the cost of calls, line rental and power supply and secure Wi-Fi connection in connection therewith.
- ii. The Contractor shall allow reasonable use of the temporary telephone and internet facilities via a secure Wi-Fi connection by Aster Group/Contract Administrator and shall be deemed to have included in the Contract Sum the cost of all calls made on behalf of the Employees.

#### 3.24.5 Welfare Facilities

i. The Contractor is to provide welfare facilities as necessary and include for connecting all facilities to existing main drains and water supplies.

- ii. The use of residents' WC and welfare facilities by the Contractor, for whatever reason, is expressly forbidden at any time.
- 3.24.6 Personal Protective Equipment (PPE) The Contractor will be responsible for undertaking sitespecific Risk Assessments to determine the PPE required. When preparing surfaces for example, the Contractor must ensure that operatives wear a face mask to avoid the inhalation of dust.
- 3.24.7 Specification A copy of this specification must be kept on site for reference purposes by operatives and those inspecting the works. Operatives must make reference to this specification before works commence and any queries must be raised with the Contract Administrator.

# 3.25 Completion And Handovers

#### 3.25.1 Completion of Each Working Day

- i. The Contractor is to maintain a clean working environment, with each area of work being left clean, tidy and secure at the end of each working day. All rubbish is to be removed from site daily, however where this is not possible, lockable skips in a location to be agreed, may be used. The Contractor is reminded, and expected, to take care with the removal and clearance of broken glass.
- ii. The Contractor's attention is specifically drawn to the risk of theft on the site of any items of plant, materials, signs and the like if left unattended at any time and is wholly responsible for managing the risk of theft of any equipment used on site
- iii. The Contractor must ensure that all temporary plant and protection is removed at the end of each working day. On no account are any combustible products to be left on site overnight. Finally all matters relating to means of escape are to be examined and left operational.

#### 3.25.2 Completion of All Works

- i. Upon completion of the works, the Contractor is to ensure that all plant, debris and material are removed from site and the site is left clean and tidy prior to handover. Clean all windows; frames and self-finished surfaces prior to dropping scaffold. Remove all scaffold and plant and make good to areas disturbed. Wash away any staining to walls/surfaces caused by scaffold/access equipment.
- ii. The Contractor is to note that all compounds are to be dismantled and removed from site before practical completion and under no circumstances shall hoist or scaffolding be left unattended prior to removal.

### 3.25.3 Work Area Requirements

- i. The residents must be protected from the works areas at all times. The Contractors attention is drawn to the risks involved with the removal of the existing paint film. The Contractor must protect the residents while they are walking through or adjacent to any work areas. The Contractor must ensure suitable clean boarding or sheeting is provided over any debris for the residents to walk on and to gain access to their property if required. Damage to residents' shoes, clothes, carpets etc., will occur if adequate protection is NOT TAKEN and the cost of the subsequent reinstatement will be at the sole risk of the Contractor.
- ii. The Contractor is to ensure all tools, equipment and materials are removed or made safe with guarding during any meals or snack breaks during the working day.

- iii. The Contractor is to carry out a COSHH assessment on all products specified for the project. The Contractor is to obtain Health and Safety Data Sheets concerning the paint stripper and present this to the Contract Administrator prior to works commencing.
- 3.25.4 Notices The Contractor is to provide notices in each work area indicating 'Hazardous Products' are to be used and the residents should be kept clear of the works area.

### 3.26 Health and Safety

- 3.26.1 The Contractor shall be responsible for the observance by itself, its Personnel and Specialists of all applicable health and safety precautions necessary (whether required by Legislation or not) for the protection of itself, its Personnel or Specialists. In particular (and without limiting the generality of the foregoing) the Contractor shall ensure that all such persons are aware of, and at all times comply with, Aster Group's Policy in relation to health and safety.
- 3.26.2 The Contractor shall also be responsible for the observance by itself, its Personnel and Specialists of all applicable rules, regulations and requirements of statutory or regulatory authorities concerning building works and fire prevention. The Contractor shall be responsible for and shall indemnify Aster Group against any actions or claims against Aster Group arising from the Contractor's non-compliance with this clause. Accidents to Personnel which ordinarily require reporting in accordance with the Health and Safety at Work Act etc 1974 shall also be reported as soon as practicable to Aster Group.
- 3.26.3 The Contractor shall, together with all persons engaged by it in relation to its obligations under the Contract, obey all reasonable instructions, given to it by Aster Group and its nominated representatives and all instructions given by police and / or fire officers, concerning matters arising out of this Agreement and representing a danger to persons or property.
- 3.26.4 The Contractor shall comply in all respects with its safety policy and shall not be obliged to comply with an instruction of Aster Group if it is likely, in the reasonable opinion of the Contractor, to give rise to a breach of such policy or a breach of health and safety Legislation. The Contractor shall immediately provide Aster Group with full details of why such breach would occur and any dispute between the parties arising out of this clause shall be determined in accordance with the Dispute Resolution Procedure. The Contractor shall promptly upon it becoming so aware, provide Aster Group with full details of any significant unsafe event of which relates in any way to the works or Services under the Contract.
- 3.26.5 Contractors should note the details regarding Health and Safety in the Preliminaries and Technical Specification.

### 3.27 Construction Design Management

- 3.27.1 Aster Group will appoint the Principal Contractor as Principal Designer.
- 3.27.2 Aster Group will notify the HSE and issue F10 to cover all works included in this contract but may issue individual F10 notifications to the HSE for any works that are identified outside of the general scope of the contract.
- 3.27.3 Aster Group will develop the project brief which will:
  - Describe the main function and operational requirements of the works covered in this contract
  - ii. Provide Aster Group's conditions, requirements and expectations during the works that are included within this contract

- iii. Establish a single point of contact for any Aster Group queries or discussions during the contract
- iv. Outline Aster Group's health and safety expectations.

#### 3.27.4 Pre-construction phase responsibilities

During the pre-construction phase Aster Group will:

- i. Make suitable arrangements for managing the works included in this contract
- ii. Confirm its contract management team identifying roles and responsibilities
- iii. Provide information to help with design and construction planning
- iv. Notify the contract to the enforcing authorities and if required individual notifications dependent on work elements.
- v. Liaise with the principal contractor's designer to approve health and safety information. It is envisaged that the principal contractor's designer will provide for approval at pre start stage trade risk assessments, COSHH assessments, Method statements and safe systems of work relating to general construction activities and methods that will be used for day to day servicing.

For larger work elements i.e. planned maintenance works or major component replacements scheme specific risk assessments, method statements etc. would be required. These should be submitted by the principal contractor's designer to Aster Group for approval prior to commencement of these work elements.

#### 3.27.5 Construction phase responsibilities

During the Construction phase the Aster Group will:

- i. Ensure the construction phase plan is in place
- ii. Ensure welfare facilities are in place
- iii. Ensure the management arrangements are working
- iv. Check completion and handover arrangements

#### 3.27.6 Post-construction phase responsibilities

Following the completion of the works included in this contract Aster Group will:

- i. Check that the health and safety file has been prepared
- ii. Maintain and make available the health and safety file.

#### 3.27.7 Compliance Audit responsibilities

Aster Group will carry out periodic compliance audit checks on the principal contractor's adherence to health and safety regulations in particular compliance with CDM regulations for works undertaken as part of this contract.

#### 3.28 Asbestos

- 3.28.1 Aster Group maintains an asbestos register, which the appointed Contractor(s) will have access to for review only.
- 3.28.2 The Contractor is to review this and ensure they are aware of any risks at the schemes serviced by these contract.
- 3.28.3 If during the course of the service delivery the Contractor encounters products that are considered to be of an asbestos based nature that directly or indirectly have an influence of the performance of their Contractual duties it must immediately be reported to the Contract Administrator for guidance.

# 3.29 Hazardous materials and processes

- 3.29.1 The Contractor shall maintain a satisfactory standard of care, hygiene and housekeeping in the transport, storage and use of hazardous chemicals and processes. For example pesticides must be used strictly in accordance with the Control of Substances Hazardous to Heath Regulations (1988) and the manufacturer's printed recommendations. Where hazardous materials and processes are involved the Contractor must follow the manufacturer's recommendations and all relevant Statutory Requirements and must inform the Contract Administrator and occupants of premises of the hazards involved and the precautions to be taken.
- 3.29.2 The Contractor shall be responsible for ensuring that all plant and equipment is placed and used and all operations carried out in such a manner as to prevent injury to persons or loss or damage to property in the event of any accident occurring.
- 3.29.3 All reasonable means are to be used to avoid inconveniencing adjoining owners.
- 3.29.4 The Contractor shall be responsible for ascertaining whether the performance of the services will, or is likely to involve, any interference with asbestos, live electricity conductors or cables, gas piping or storage containers, pipes conveying water or steam, or any other hazardous substances or installations.
- 3.29.5 The Contractor shall also provide the Contract Administrator with all relevant information on any dangerous, noxious or offensive substance or process to be used or handled on site, which might present a risk to the health, safety or welfare of the public or persons visiting the site.
- 3.29.6 This information shall include details of the substance or process to be used or handled and the precautions and protective measures the Contractor intends to take. Such information shall be provided at least 14 days before the substance or process is to be used or handled, or immediately if such dangerous substance, e.g. asbestos is discovered unexpectedly.
- 3.29.7 The Contractor shall only dispose of any hazardous material in accordance with statutory requirements and in a manner which is sensitive to the preservation of the environment. The Contractor shall comply with any express instruction of the Contract Administrator regarding the disposal of hazardous material, though the failure of the Contract Administrator to issue any such instructions shall not relieve the Contractor of their obligation under this sub-clause.
- 3.29.8 In dealing with any of the foregoing, the Contractor shall follow the reasonable instructions of the Contract Administrator.

#### 3.30 Chemicals

3.30.1 All chemicals to be used in the provision of the services shall be approved by the Contract Administrator. All materials used and all methods of application and tank mixes shall be in

accordance with the Workplace (Health and Safety) Regulations 1992, Health and Safety at Work Act 1974 (referred to as "The Act"), the Control of Substances Hazardous to Health Regulations 2002 as well as the Environmental Protection Act (1990), together with all subsequent and relevant legislation dealing with the application of pesticides. The Contractor is required to submit COSHH assessments for chemicals that will be used on the Employer's Sites.

- 3.30.2 The Contractor shall ensure that all staff, whilst engaged in the application of materials, wears such protective clothing as is required and they observe all safety precautions as required by The Act.
- 3.30.3 Chemicals in containers, empty containers and equipment shall not be left unattended on Site unless locked in a suitable secure store, if authorised by the Contract Administrator, and all such empty containers shall be removed from Site each time the Contractor leaves site and shall be disposed of in a safe and proper manner, in compliance with the terms of The Act.
- 3.30.4 Where the Contract Administrator authorises the storage of any chemicals on site, the Contractor shall supply the Contract Administrator with copies of the appropriate health and safety documentation. The Contractor shall remain responsible for all equipment and materials at all times.
- 3.30.5 The Contractor shall ensure that all waste containers and chemicals are disposed of, making use of licensed tips or incinerators as appropriate. During the Mobilisation Period the Contractor shall present to the Contract Administrator a method statement detailing the arrangements made for such disposal.
- 3.30.6 The Contractor shall ensure that the method of application and that the undertaking of such works proceeds in such a manner as to cause no damage or injury to any person, water supply, plant, animal, item of equipment, property, or the environment in general. Any such damage shall be held to be the responsibility of the Contractor who shall be required to make good any damage at no cost to the Employer and shall be responsible for any claims for compensation arising from the Contractor' actions or omissions.
- 3.30.7 The Contractor shall notify all persons that may be affected of the fact that chemical operations are to be undertaken. The Contractor shall pay particular attention to Codes of Practice relating to chemical application and shall, at all times during said operations, place notices in prominent and conspicuous positions, notifying third parties of the operations in hand.
- 3.30.8 The Contractor shall keep a Chemical Application Record for every application and this shall show detail such as location, area, date, time, duration, quantity, authorisation, operative and any other relevant information. These documents shall be retained and made available for inspection at any time.

# 3.31 Legislation change or changes

- 3.31.1 The Contractor shall bear the cost of ensuring that the Works Items comply with all applicable statutes, enactments, orders, regulations or other similar instruments and any amendments thereto, except where any such amendment could not reasonably have been foreseen by the Contractor at the date hereof.
- 3.31.2 Where such reasonably unforeseeable amendments are necessary, Aster Group and the Contractor shall use all reasonable endeavours to agree upon reasonable adjustments to the Charges as may be necessary to compensate the Contractor for such additional costs as are both reasonably and necessarily incurred by the Contractor in accommodating such amendments.

# 3.32 Quality Systems

- 3.32.1 The Contractor is required to establish and implement a robust and well defined Quality management System for all elements of works. These systems will require the implementation of standard forms and procedures that the Contractor shall on a fully open book basis allow audit and inspection by Aster Group with the aim of ensuring their use throughout the term of the Contract.
- 3.32.2 In addition to complying with the above, the Contractor will also be required to provide a consistently high quality of service through the use of high quality standards for its management processes including accreditation to recognised Quality Management Systems and Investors in People, etc.
- 3.32.3 It is Aster Group's requirement that quality standards will be developed with the Contractor and the Contractor is expected to be proactive in identifying areas of improvement, both in terms of materials specified and procedures adopted for undertaking the works.

# 3.33 Information requirements

- 3.33.1 On an annual basis the Contractor will be obligated to provide information as to their approach to delivering the works. As a minimum and not withstanding further information to be provided within the requirements of Aster Group, the following information will be required:-
  - Management Structure
  - Job descriptions and responsibilities of the Contractor's Management Team
  - Mechanisms for Performance Measurement and for benchmarking cost of Management Team
  - Cost and programme management procedures including arrangements to facilitate full openbook inspections
  - Provision of Cost Information for processes to enable savings and efficiencies to be obtained
  - Agreed KPIs
  - Local training initiatives
  - Implementation and the results of effective supply chain management
  - Feedback mechanisms to improve service
  - Actions taken in relation to the feedback and lessons learnt mechanisms
  - Environmental impact of the works
- 3.33.2 During the course of the works, the Contractor shall within 5 Working Days of a request from Aster Group provide any information that it requires in accordance with the Contract for auditing purpose or to satisfy itself that the Contractor is fulfilling its obligations under the Agreement.
- 3.33.3 Aster Group's right of access to information shall include the right to take copies in reasonable quantities at its own expense.
- 3.33.4 Aster Group shall be entitled to interview the Contractor's Representative in order to obtain appropriate oral explanations of documents.
- 3.33.5 The Contractor shall keep the information required to be provided in good condition for six years following its generation and shall in addition keep a backup copy of the information at a location other than at the facilities in case of disaster.
- 3.33.6 Where Aster Group requires further copies of information that has already been provided by the Contractor, Aster Group shall reimburse the Contractor for those additional copies at cost.

- 3.33.7 The information shall be provided in documentation form or where reasonably required by the Contractor in electronically retrievable form.
- 3.33.8 The Agreement will specifically encourage the establishment of focus groups consisting of members of Aster Group, Contractor, the Contractor's Supply Chain and Residents to set benchmarks, measure performance, identify mechanisms for improving performance and implementing such changes over the course of the agreement term.

#### 3.34 Records of the Contractor

- 3.34.1 The Contractor shall maintain at all times throughout the works a full record of all incidents relying to health, safety and security. Such information shall be available for inspection by Aster Group upon reasonable notice and when requested to do so the Contractor shall present a report of all recorded incidents.
- 3.34.2 The Contractor shall maintain at all times throughout the duration of various programmes a full and complete record of all suppliers utilised for any aspect of the programme and to include this information in submission to the CDM Co-ordinator for collation within the Health and Safety File.
- 3.34.3 The Contractor is to keep a concise record of all complaints made by staff or the general public and respond to each in writing commensurate with the agreed complaints procedure that has been outlined in their proposals and agreed with Aster Group.
- 3.34.4 The Contractor is to provide Aster Group on an annual basis all applicable certification including sub-consultants insurances and specialists' certification i.e. asbestos licences, etc.
- 3.34.5 The Contractor is to make available for inspection full details of the quality management system that it is intending to implement for the works.

### 3.35 Meetings

# 3.35.1 Operational Meetings

- i. Operational meetings will be held as directed by the Contract Administrator and generally on a monthly basis. These meetings shall be attended by the Contractor' representative and such other staff and management as may be necessary to fully discuss and resolve any outstanding issues.
- ii. Such meetings:
  - will generally follow a pre-agree agenda
  - will be hosted by Aster Group
  - will be minuted by Aster Group, who will also be responsible circulating minutes
  - may be attended by customers or their representatives.
- iii. The Contractor is to provide the Contract Administrator with a report on the performance since the previous meeting, both generally and as measured against the Key Performance Indicators, together with details of any problems encountered or complaints received. This must be provided at least four working days prior to such a meeting.

#### 3.35.2 Strategic review meeting

i. It is expected that there will be two strategic review meetings in the first year. Subject to the Contractor's performance, it is expected that these will be reduced to a annual meeting.

ii. The Contractor shall provide the Contract Administrator an annual programme of work for the cyclical decorations and associated works, particularly addressing any seasonal working requirements. This must be provided following contract award and is a condition of contract. For subsequent years, it will be required in advance of the contract' anniversary date, on a date to be agreed with the Contract Administrator.

#### iii. The meeting will also cover:

- a. A review of the annual programme of work. Where there is any conflict between the timing of operations as set out in the programme and, for example, good horticultural practice, the Contractor shall bring this to the attention of the Contract Administrator prior to the meeting.
- b. Agree the implementation of any value and risk management procedures and incorporate the results of these exercises into agreements
- c. Any sanctioning action to be taken with respect of failure by the Contractor
- d. Review and re-design any inefficient processes
- e. Assess any Specialists sub-contractor requirements
- f. Investigate and assess any cost saving/added value
- g. Consider and seek to agree incentives
- h. Agree any shared savings and added value mechanisms.
- i. Determine additional or reduced payments resulting from any agreed links between payment and achievement of KPI targets.
- Review performance of all team members by reference to agreed KPIs and seeks to investigate proposals for continuous improvement and put forward proposals to revise KPIs as necessary.
- k. In the event of the impossibility to proceed with or complete the contract, the project team will meet to consider and provide solutions to resolve problems of this nature.

### 3.35.3 Other Meetings

- In addition, the Contractor may be required from time to time to attend various other meetings. These include but are not limited to those which Aster Group holds with customers at various locations.
- ii. The Contract Administrator will inform the Contractor by a written notice of the time and place of such meetings. The Contract Administrator will use reasonable endeavours to give notice of at least three working days. The Contractor shall be prepared to answer questions and queries raised by the customers, report on the performance of the services and specific orders and provide any information required. No claim for additional costs in consequence of attendance by the Contractor at such meetings will be paid, even if they are held outside of normal working hours

### 3.36 Reporting

3.36.1 The Contractor shall generally provide to the Contract Administrator a monthly report detailing:

- i. All scheduled visits completed and confirmation that the works due were completed.
- ii. If any scheduled visits were missed, why this occurred and confirmation that the works due were scheduled and completed in advance of the next scheduled visit.
- iii. Any anticipated delays for the subsequent month, including reasons why and how the effect on customers will be kept to a minimum.
- iv. Any reactive works undertaken.
- v. Instances of fly tipping, safeguarding issues, etc. that have been reported to the Contract Administrator.
- vi. Any further action or investigation that has been undertaken.
- vii. Post inspections undertaken including the results.
- viii. The number of rectification notices received and confirmation that processes are in place to prevent re-occurrence.
- ix. Results of any customer satisfaction that has been collated, if applicable.
- 3.36.2 All reports shall be provided at least four working days before the monthly operational meeting.
- 3.36.3 The Contract Administrator and the Contractor will finalise and agree the format/content of reports following award of contract.

#### 3.37 Best Value

- 3.37.1 The Contractor is to consult Aster Group in delivery of its obligations in relation to achieving Best Value.
- 3.37.2 The provisions of Best Value Conditions are intended to assist Aster Group in discharging its Best Value Duty in relation to the works.
- 3.37.3 The Contractor shall comply with requests for information, data or other assistance made by Aster Group in pursuance of its Best Value or other duties to enable Aster Group to:
  - Prepare its annual Best Value Performance Plan.
  - Conduct any Best Value Review.
  - Assist the Best Value Inspectorate inspection or audit.
  - Conduct internal or external quality audits.

#### 3.38 Incentivisation

- 3.38.1 Aster Group is keen to identify durable opportunities for incentivisation of the Contractor and any supply chain specialists or suppliers as a means of encouraging all team members to maximise their efforts for the benefit of the works.
- 3.38.2 It is intended therefore that the Strategic Group will seek to identify and agree such incentives, which may include, but not be limited to:-
  - Increase in potential workload linked to value engineering and key performance indicator targets.

- Rewards for effective Value Management and Value Engineering.
- Agreeing lump sum for profit and Central Office Overheads to ensure cost reduction does not impede profitability of Contractor.
- 3.38.3 As Aster Group and its selected Contractors develop a better understanding of each other's business Aster Group is committed to considering new areas for incentivisation, to achieving efficiencies and to working in collaboration.
- 3.38.4 Any financial savings realised following the implementation of Value Engineering will be recycled back into the contract budget to enable additional properties to be added or additional works undertaken. The Contractor will be able to claim overhead and profit in respect of additional properties or works introduced into the contract.

### 3.39 Benchmarking

- 3.39.1 Aster Group is seeking to agree and develop prices to undertake all works on a fixed price basis. This will entail developing full Supply Chains with the Contractor and where required Specialists to assist in the development of design and to achieve best value for Aster Group. To ensure that Aster Group is receiving value for money, the Contractor will be required to provide comparisons with the prices they have developed with similar tendered and industry standard Benchmarked figures.
- 3.39.2 Where the Contractor intends to complete any works through the use of any Preferred Specialists, the Contractor will be fully responsible for the submission of a detailed Business Case that will demonstrate to Aster Group that optimum value is being attained. To facilitate this process the Contractor will be required to again utilise a suite of benchmarks to demonstrate best value.
- 3.39.3 To facilitate this process the Contractor will be required to develop with Aster Group a suite of Benchmarks to cover all aspects of the works covered by the Contract.

### 3.40 Performance Measurement and Continuous Improvement

#### 3.40.1 General

- i. Aster Group has a statutory duty to measure itself against performance indicators set by The Homes and Communities Agency. Aster Group fully intends to comply with these requirements and will also measure performance against other Local Performance Indicators.
- ii. Aster Group is committed to continuous improvement in service delivery and will utilise the suite of Performance Indicators shown below to measure the Team performance during the period of the Agreement.
- iii. The Strategic Group will be the principal forum within which actual performance is regularly reviewed.

# 3.40.2 Key Performance Indicators

- i. The Contractor will be required to provide information on an Open-book basis to demonstrate progress against the Key Performance Indicators (KPIs) and this information will be shared amongst all team members.
- ii. Aster Group is committed to continuous improvements in customer care and satisfaction and the Contractor's performance in this regard will be closely monitored utilising the KPIs referred to above.

iii. Aster Group wishes to see the Contractor rewarded where its targets are exceeded or improved upon on a consistent basis and will work with the Contractor to establish ways in which this can be implemented.

# 3.41 Equality and Diversity

- 3.41.1 Aster Group acknowledges that discrimination and disadvantage have undermined the quality of life for many people. Peoples' experiences of discrimination are both wide and varied and need to be believed and acted on. People have been and still are discriminated against both in service delivery and employment because of their ethnic origin, gender, disability, age, sexuality or religion. Aster Group also recognises that some people suffer discrimination through unemployment, ill health, social exclusion and other socio-economic factors and less obvious reasons.
- 3.41.2 The Contractor will be required to demonstrate through its employment policies and through the services it provides that it understands the importance of equalities and is demonstrably considering its implication in the management of its organisation.

### 3.42 Environmental Impact

- 3.42.1 Aster Group is committed to delivering a cleaner and healthier environment in pursuit of sustainable development. In working towards this goal Aster Group will ensure that it considers the environmental impacts of its operations and service delivery and that it continually works towards improving its environmental performance and promoting environmental protection.
- 3.42.2 The Contractor should demonstrate how it will reduce the environmental impact of the works via its Service Delivery Plan. The Contractor will be required to ensure that environmental issues are considered and any advance impact limited or restricted during the works.

# 3.43 Sustainability

3.43.1 Aster Group is fully committed to and promotes sustainability issues in connection with the Contract including separation of waste and recycling. The Contractor is to submit proposals for sustainability in connection with this Preliminaries (including the integration and interface of waste recycling and disposal issues) and the avoidance of waste in material use and labour applications and ensure that all such proposals are fully operated throughout the duration of the Contract. Particular attention needs to be paid to the sustainable disposal of waste paint materials, the cleaning of brushes and of using paint materials which minimise the impact on the environment.

# 3.44 Corporate responsibility

- 3.44.1 Aster Group fully supports the Communities Plan for delivering sustainable communities. By way of the commitment to this strategy Aster Group requires the Contractor to:
  - i. Ensure the development of construction skills in the labour market, especially for new entrants to the industry.
  - ii. Maximise the employment opportunities for the long-term unemployed, single parents, BME groups and people that are leaving education and training programmes.
- 3.44.2 The Contractor must demonstrate how it would fully support Aster Group in terms of employment and training, the employment of local labour and its intention to integrate disadvantaged groups into the labour market but without distinction of gender, marital status, race, ethnic origin or political or religious beliefs. To assist the Tenderer, information in respect of an Employment Skills Plan (ESP) has been provided at Annex 5 to this section. The Tenderer is required to complete the ESP and submit this as part of their Tender Submission. If the Tenderer has been Invited to Tender for

more than one Hub, the ESP will only be required to be submitted once. The Tenderer is to allow for the delivery of the proposed ESP within their submitted prices. The Tenderer is note that Aster Group will not make supplementary payments to the appointed Contractors, in order to deliver the proposed ESP. The Tenderer is required to submit a consolidated price, for information purposes, for delivering the ESP. This is to be submitted within the Price Framework at the Additional Pricing Requirements Section, detailed in Part 4.

3.44.3 Aster Group intends to appoint an Apprenticeship Manager who will work with the successful Contractors to assist in introducing suitable candidates for work experience and apprenticeship places. The Apprenticeship Manager's primary responsibilities will be to work with colleges and the Aster Group Foundation; an organisation funded by Aster Group to support work with local community organisations and charities, to enable Aster Group residents to access apprentice opportunities within our supply chain. Once this service has been fully established, Contractors who have entered into contract with Aster Group are to work in collaboration with the Apprenticeship Manager to fulfil their requirements proposed in the ESP.

# 3.45 Safeguarding

- 3.45.1 Aster Group operates a zero-tolerance policy in respect of all forms of abuse and is committed to safeguarding all vulnerable persons.
- 3.45.2 The Contractor will be expected to confirm that they adhere to Aster Group's Safeguarding Procedures. Please refer to Appendix 2 included in Part 8 of this document.
- 3.45.3 The Contractor must report any concerns as soon as practically possible to the CA and in any event within 24 hours of the concern being raised by an operative(s).
- 3.45.4 The Contractor is to provide a monthly report to the CA, listing all referrals or nil referrals, if applicable. The list will be reviewed at each monthly performance meeting and formal feedback provided by the CA on each case listed.

#### 3.46 Anti-Social Behaviour

- 3.46.1 The appointed Contractors are required to report any incidents of anti-social behaviour including any verbal or physical abuse as soon as practically possible to the Contract Administrator but, in any event, within 24 hours of the incident occurring. A report from the operative involved in the incident giving the time and date of the incident and details of what occurred should also be submitted to the Contract Administrator within 24 hours of the incident occurring. Where there is criminal behaviour involved such as a high level of verbal or physical abuse, the incident must also be reported to the Police.
- 3.46.2 The Buyer will deal with any incidents of anti-social behaviour in accordance with its policy and procedure.

#### 3.47 Risk Management

- 3.47.1 The Contractor will be required to provide a proactive approach in identifying risk in conjunction with Aster Group for each element of the works to be undertaken as part of each Contract.
- 3.47.2 The aim of these Risk Management exercises will be to identify the significant risks for works and in conjunction with Aster Group, establish mechanisms to mitigate, share and assign risks to those parties best able to deal with the identified risks.

3.47.3 Risk Management will also be a key management tool in assisting the Contractor in identifying contingency in its pricing and to seek innovative arrangements to reduce costs through interrogation of these risks and sharing these with Aster Group and Specialists, etc, as appropriate.

# 3.48 Bribery Act

- 3.48.1 The appointed Contractor must comply with the Bribery Act 2010 at all times.
- 3.48.2 In addition to the above, the appointed Contractor must also comply with Aster Group's Anti-Bribery Policy, which is provided at Appendix 2 included in Part 8 of this document.

#### 3.49 TUPE

- 3.49.1 Suppliers are advised that it is Aster Group's view that the terms of the Transfers of Undertakings Directive 2001/23/EC and the Collective Redundancies and Transfer of Undertakings (Protection of Employment) Regulations as amended 2014 may apply to all or part of the existing workforce employed by the incumbent Contractors, in relation to the Services to be performed by the successful Contractor.
- 3.49.2 The existing Contractor's employees employed in relation to the work to be performed by the successful Supplier may apply to be transferred to the successful Suppliers on their existing conditions of employment, including rates of pay.
- 3.49.3 Suppliers are to note that where the Directive and Regulations are applicable, they may have a legal obligation to fulfil the requirements of the Directive and Regulations, which includes but is not limited to the following:
  - i. the need to consult recognised trades unions
  - ii. the need to maintain existing conditions of employment, including rates of pay
  - iii. the need to provide a broadly comparable pension scheme
  - iv. the need for a successful Supplier to accept liability in respect of claims for redundancy, unfair dismissal and all other claims related to certain employees of the existing Contractor, involved in work relating to this contract.
- 3.49.4 Suppliers are advised to seek independent professional advice on the effects of the Directive and Regulations on their tender.
- 3.49.5 Suppliers are to exclude any costs for managing this process from their tender submission as details of the staff, associated costs and conditions are not available at this stage.
- 3.49.6 It is the duty of the Supplier to fully satisfy themselves in relation to their obligations under all relevant legislation relating to all matters covered by this clause and to allow for all costs in such compliance.

# 3.50 TUPE at the end of the Term Programme or Early Termination

- 3.50.1 TUPE at the end of the Contract may apply. In the event that it does the following paragraphs will apply.
- 3.50.2 Subject to the requirements of the Data Protection Act 1998 and confidentiality requirements, The Contractor must provide Aster Group in full with such information as Aster Group may reasonably require to enable Aster Group to comply with its obligations under the transfer of undertakings

(Protection of Employment) Regulations 2006, (TUPE) and other legislation when this contract comes to an end.

- 3.50.3 The Contractor must supply Aster Group in full with all of the information required:
  - i. at the reasonable request of Aster Group made at any time in the 9 months before an expiry date; or
  - ii. within 30 days of a request made by Aster Group to the Contractor
  - iii. (if this contract is terminated on notice) within 20 working days of the Contractor giving or receiving notice of any such termination; or
  - iv. (if this contract is terminated immediately) within 20 working days of termination.
- 3.50.4 The Contractor shall not make any claim against Aster Group and will indemnify Aster Group against all liabilities incurred, damage or loss suffered, claims, demands, actions and proceedings made or brought, and all costs, disbursements and expenses incurred by Aster Group arising directly or indirectly out of the following:
  - i. breach or non-compliance with TUPE;
  - ii. The Contractor failure to supply Aster Group with the information as required or the provision of inaccurate information.
  - iii. Aster Group will have the right to recover from the Contractor any losses incurred by Aster Group.
- 3.50.5 In the event that Aster Group commences procedures for inviting Tenders to provide the service, the Contractor shall at Aster Group's written request, make available the TUPE information to any person who wishes to submit a tender. Aster Group shall use all reasonable endeavours to ensure that such persons only use the TUPE information for the purposes of submitting a tender to Aster Group.
- 3.50.6 Throughout the period referred to in these requirements, the Contractor shall ensure that the TUPE information is complete, accurate and up-to-date and the Contractor shall inform any person to whom it has made the TUPE information available, the nature and content of any amendments and the reasons for which they have been made.
- 3.50.7 The Contractor shall not employ, dismiss or vary the terms and conditions of employment of any of the Contractor employees without the written consent of Aster Group within a period of six months prior to the expiry of this agreement (such consent not to be unreasonably withheld or delayed).
- 3.50.8 Failure to comply within the relevant timescale set out within these requirements will result in Aster Group recovering from the Contractor any losses that have been incurred in the Tendering process.
- 3.51 Demobilisation at the end of the Term or Early Termination of this contract

#### 3.51.1 Resourcing

i. The Contractor is to ensure that normal resources are to be provided up to the date the contract expires unless alternative arrangements are agreed in writing with Aster Group. It is not acceptable to replace permanent staff with temporary staff, other than to cover routine absence.

ii. Aster Group reserve the right to place work with other Contractor where service delivery is failing due to lack of Contractor' resource or expertise and to recover additional costs incurred, both by another Contractor and administrative costs within Aster Group.

#### 3.51.2 Demobilisation

- i. 3 months prior to the end of the contract, the Contractor will be required to provide a demobilisation plan. This will set out how the contract will be de-mobilised, including management of data. Any proposals to reduce staffing over the final period of the contract must be explained and have to be accepted by Aster Group before any such action takes place. A lead officer will be appointed by the Contractor and will attend weekly demobilisation meetings with the Buyer
- ii. A programmed reduction of routine orders will begin over the final month of the contract but emergency 'responsive' orders will be placed with the Contractor up to the end of the contract.
- iii. All invoices are to be provided to Aster Group within 3 months of the contract expiring. No new invoices, or variations to existing invoices, will be accepted after this date.

# 4 Specification

All prices for complying with these requirements are to be included in the Priced Basket Rate and Schedule of Rates

### 4.1 Project Brief

- 4.1.1 The works comprise the redecoration to the outside of all properties and internal communal areas. This is to include redecoration of all previously painted metal, woodwork, brickwork, render, stucco, windows and doors, rainwater pipes, railings, grilles, door surrounds, porches, communal outbuildings which are connected to the residential building and any other previously decorated areas as instructed by Aster Group.
- 4.1.2 Internal decorations are to be carried out to all previously painted surfaces in communal areas where required. Communal areas are all areas of a given building, outside the curtilage of dwellings, which may include, but not limited to, staircases, entrance lobbies and any rooms that may be utilised by all residents of the building/scheme. Testing will be required to determine the paint finish appropriate to meet Fire safety regulations in communal areas, particularly where is a build-up of existing layers of paint. It is anticipated that this service will be provided by the Contractor's nominated paint supplier at no cost to Aster Group. All reports and certification will need to be provided to Aster Group as part of the handover pack.
- 4.1.3 For the avoidance of doubt external repairs DOES NOT form part of this Contract other than prepaint repairs as specified.
- 4.1.4 The Contractor will need to allow for the measuring of works to be completed under this contract.

  This should be completed as early as possible such that a defined programme can be agreed with Aster Group and to ensure all works are completed with timescales.

### 4.2 Scope of works

#### 4.2.1 The works comprise:

- The complete redecoration of all previously painted external surfaces and internal common parts to blocks and houses as detailed in the Property List.
- Renewal of fascias and soffits where required (to match existing)
- Renewal of timber canopies where required.
- Minor prior to paint repairs
- Timber window repairs
- Renewal of communal floor finishes where required
- 4.2.2 The amounts to be entered in the 'Property Basket Rate' and 'Schedule of Rates' are to include for all labour, materials, plant, overheads and profit not included elsewhere, while taking all the site conditions into account.
- 4.2.3 Standard pre-paint repairs up to a value of £250.00 as detailed later within this document are to be undertaken and included within the 'Property Basket Rate'

# 4.3 Work not expressly described

4.3.1 The whole of the works shall be executed accordingly to the true intent and meaning of the Specification. If any portion of the work reasonably and obviously to be inferred as necessary and

not expressly described, the Contractor shall execute the same in a satisfactory manner without extra charge.

# 4.4 Programming / sequencing

4.4.1 The Contractor shall provide at the earliest opportunity, and no later than 28 days prior to works commencing, a Programme for the works, for approval by Aster Group. The programme shall be updated on a monthly basis by the Contractor in line with Aster Group's month end procedures which require an update programme to be submitted via an MS project sheet at the end of each calendar month as part of the valuation submission. Month end procedures will be discussed at the pre-commencement agreement and training provided if required.

# 4.5 Condition survey

- 4.5.1 Prior to commencement of the works, the Contractor shall prepare a full photographic record of all areas throughout, whether these be private or common areas, including all access roads and paths. Particularly detailed photographic records should be taken of areas where site compounds or other such equipment and plant are erected, together with all areas below, adjacent or within 3m of any scaffolding or temporary access erected. All photographs to be cross-referenced to the schedule of properties and a naming convention for photographs will be discussed and agreed with Aster Group at the contract pre-commencement meeting.
- 4.5.2 The Contractor is to take care with the erection of scaffolding in garden areas and give all residents a minimum of 14 days notice and the opportunity to relocate shrubs, furniture and personal possessions that would otherwise be damaged by the erection of the scaffolding. In the case of elderly or vulnerable residents, the Contractor will be required to relocate shrubs, furniture or potential possessions which would other otherwise be damaged by the erection of scaffolding.
- 4.5.3 Any damage caused to the existing structure, fittings or fixtures on the part of the Contractor, or Sub-Contractors, shall be made good at no additional cost to Aster Group.
- 4.5.4 The Contractor shall be responsible for gathering information on the age and condition of all components affected by the proposed works in a format specified by Aster Group.

### 4.6 Technical specification

4.6.1 Please refer to Appendix 3 for a copy of the Technical Specification from Aster Group's preferred paint supplier.

### 4.7 Materials and workmanship

4.7.1 Please refer to Appendix 4 for a copy of the Materials and Workmanship

### 4.8 Generally

- 4.8.1 Works are to be carried out in accordance with BS 6150:2019 Painting of Buildings Code of Practice and all other British Standards referred to in said document.
  - i. If there is any conflict between the requirements of the Specification and BS 6150:2019, the Contractor is to bring this to the Contract Administrator's attention at Tender Stage.
  - ii. Coatings are to be compliant with The Volatile Organic Compounds in Paints, Varnishes, and Vehicle Refinishing Products Regulations 2012.

- iii. Generally, finishes will be replaced on a "like-for-like" basis. The Contractor will however still be responsible for confirming the specification for a particular property with the Contract Administrator prior to the commencement of the works in accordance with Section 1.
- iv. On appointment the successful Contractor is to provide the Contract Administrator with contact details of a representative(s) from the coatings manufacturer.
- v. The Contractor is responsible for ensuring that the redecoration works are carried out in accordance with the paint manufacturer's recommendations. Whether expressly stated in this specification or not, the Contractor will be responsible for utilising the recommended sealing treatments, primers, undercoats and final coatings, and these will be deemed to be included in the tender price.
- vi. The Contractor is to take note of recommended drying times between coats as recommended by the manufacturer and ensure these are adhered to on site. In the case of particularly humid or cold/damp weather, for example, the Contractor is to exercise common sense and good practice and not apply subsequent coats until suitable, even if this exceeds the recommended drying time between coats as indicated by the manufacturer. Temperature and humidity needs to be monitored on site by the Contractor when applying paint to ensure that this is consistent with the manufacturer's recommendations. Where recommended by the manufacturer, the Contractor is to lightly abrade surfaces between coats.
- vii. The Contractor is to take careful note that ALL coatings to be used on the Contract are to be water-based for internal communal areas. It is likely that most of the previous coatings to be redecorated will be solvent based. The Contractor is to note that application of water based products on previous solvent based surfaces requires careful preparation. Previous solvent based gloss for example must be thoroughly rubbed down with abrasive paper to provide the necessary key for the water based paint. The Contractor is to ensure that the required preparation work is included in the tender sum. No claims will be entertained for additional surface preparation works.
- viii. Solvent based paint should be sanded whilst wet to minimise dust and reduce risk to health, not only of the operatives, but building occupants as well.
- ix. Intumescent strips and smoke seals on fire rated doors should not be over painted. Aster Group will reserve the right to recharge the Contractor for reinstating intumescent strips and smoke seals where these have been damaged whilst undertaking works under this contract.
  - ALL COATINGS ARE TO BE WATER BASED FOR INTERNAL COMMUNAL AREAS. OIL BASED COATINGS WILL NOT BE ACCEPTABLE.
- x. The outside of all properties including boundary treatments (where applicable) are to be completely redecorated including all previously painted metal, woodwork, brickwork, stucco, windows, doors, rainwater pipes, railings, grilles, door surrounds, soffits, porches and any other previously decorated areas.
- xi. The products and materials used are to meet all standards as detailed in Section 3 Materials and Workmanship.
- xii. Flame retardant paints will be required in internal communal areas unless testing of existing paint layers confirms compliance with fire safety regulations and must meet the requirements of BS 476: Part 6 and 7 (Fire tests). Flame retardant paints may also be required externally also, such as timber balconies.
- xiii. Testing of multi-layer paint finishes in communal areas is to be carried out in accordance with Department of Environment Research Report No. 39/3/204.

- xiv. The successful Contractor will be required, on appointment, to provide the Contract Administrator with full details of all proposed materials to be used for this contract. This is to include all materials for all surfaces detailed in this Specification. The details must include the relevant product literature to demonstrate that the material meets the appropriate quality and safety standards as required in this specification.
- xv. Before commencing each project, the successful Contractor will be required at the precontract meeting to confirm, in writing, the materials to be employed in that particular project and the locations these materials are to be used.
- xvi. If the Contractor is in any doubt as to which material is to be used, the Contractor must seek instructions from the Contract Administrator before proceeding.
- xvii. Once the materials have been approved by the Contract Administrator, the Contractor MUST use these materials for the project. If the Contractor wishes to change the materials used for whatever reason, full details of an alternative product must be provided to the Contract Administrator and approval must be obtained before work can commence.
- xviii. If the Contract Administrator has reasonable doubt that an inferior product has been used on site, the Contractor will be responsible for providing independent evidence to prove that the product meets the required specification, has been applied correctly and sufficiently and that the surface was prepared satisfactorily before the product was applied.
- xix. Where they exist, the internal common areas of all properties are to be completely redecorated to include all previously painted:
  - Ceilings
  - Walls
  - Internal window frames
  - Internal door frames
  - Stairs
  - Hand rails, and any other previously decorated surfaces.

NOTE: Internal redecoration of communal areas may include living and kitchen areas in multi-occupied dwellings such as sheltered accommodation, student accommodation, hostels and agency managed supported housing.

- xx. As directed by the Contract Administrator the Contractor will be required to appoint an independent fire safety consultant to carry out blow lamp and adhesion testing to communal areas to confirm condition of existing paint layers in terms of adhesion and thickness.
- xxi. The Contractor is deemed to have included within the pricing for the following:
  - a. All necessary preparation work
  - b. Rubbing down between coats.
  - c. Protecting existing floor coverings with protective dust sheets and/or cortex.
  - d. For painting pipes, conduits, lagged pipes, cables, ducting and trunking, straps, standards, bars and the like.
  - e. Submitting samples for approval as and when required by the Client's Representative.

- f. Protection of the works from damage up to the satisfactory handover of the property/block.
- g. Removing built-up paint around opening edges of windows or doors and rebates of frames where further application of paint will prevent same from opening and closing freely.
- h. Decorating edges of opening casements where appropriate.
- i. New work and previously untreated work are to be deemed to be at the same rate.

# 4.9 Access to properties

- 4.9.1 The Contractor is to provide all access for the works to include full scaffolding, or mobile access platforms, or towers, or any combination, as considered appropriate to carry out the works and that which complies with current legislation & regulation or good practice. The access will also be required for inspections of the works by Aster Group both before commencement of the works for instruction purposes, and throughout the progress of the Contract. It will also be required for snagging inspections by the Contract Administrator and re-inspections thereafter if appropriate. Access will be required to scaffolding by the appointed asbestos surveyors and asbestos removal/reinstatement contractor. (please refer to Part 2: Appendix 2 for full details of the asbestos management procedure).
- 4.9.2 It is anticipated that the properties included within the works will be occupied throughout the duration of the works. The Contractor is to therefore liaise with both the resident and Aster Group with regards the formulation of a local programme of works in order that there is minimum disruption. Consideration should be given to programming the works in geographical concentrations to provide a logical sequence and minimise 'pepper potting' and travel times for Aster Group representatives and the Contractor.
- 4.9.3 The Contractor is advised that there is no guarantee that permission will be granted by residents for scaffold to be transported through individual properties when erecting scaffold to rear elevation. Aster Group will provide support to secure access with residents wherever possible.

#### 4.10 Aerials / satellite dishes / cables

- 4.10.1 The Contractor shall establish the positions of, protect, uphold and maintain all pipes, ducts, sewers, service mains, telephone, TV aerials, satellite dishes, alarms, and the like, above and below ground, during the execution of the works. The Contractor shall make good any damage in connection with carrying out the works at no additional cost to Aster Group and pay all costs and charges in connection. Where it is necessary to interrupt or temporarily remove any such services, prior written permission shall be obtained from the Client/Contract Administrator, and where applicable, from the Local Authority or Statutory Undertaking. The duration of any interruption shall be kept to a minimum. The rates submitted by the Contractor should be inclusive of any costs incurred in securing necessary permissions from Local Authorities or Statutory Authorities.
- 4.10.2 Where TV signals are affected, i.e. interference due to scaffolding, allow for carefully disconnecting and taking down existing aerials/satellite dishes, temporarily re-fixing, and maintaining in full working order for the duration of the works. This shall be undertaken within 4 hours of being advised of a signal failure, and prior to commencing replacement works, and is to include reconnecting and testing to ensure suitable signals are maintained throughout the course of the works. The Contractor is to also allow for reinstating to original positions, or elsewhere to the satisfaction of Aster Group, upon completion of the works, again re-connecting and testing to ensure a suitable signal is achieved. All aerials/dishes to be left in full working order.

4.10.3 Restrain and secure safely via clips, brackets and straps, all services and cables whether restrained at present or not. Include for all necessary additional supports, fixing clips, modifications, etc., and testing/commission as necessary upon completion. Where any redundant cabling is identified, this is to be removed following approval from the Contract Administrator.

# 4.11 Scaffolding

- 4.11.1 The Contractor is responsible for ensuring that all scaffolding is suitably designed, erected and maintained at all times to comply with legislation, statutory requirements and best practice. When the scaffolding has been erected, the Contractor must supply Aster Group with a Scaffold Handover Certificate and photographs of each elevation where scaffolding has been erected. Where the Contractor will be required to erect designed scaffold, the Contractor must provide Structural Engineer's designs/calculations. Scaffolds which need to be designed are those which fall outside the scope of 'Basic Scaffolds.' Scaffold Registers shall be kept up to date.
- 4.11.2 No claims will be entertained for the Contractor's failure to allow for sufficient access, nor for any scaffold access that may need to be re-erected for the purpose of Aster Group Representative's inspections or re-inspections.
- 4.11.3 The Contractor is to allow for any bridging that may be required. The Contractor is to allow for scaffolding around conservatories/outbuildings/ 'lean-to's' as necessary. No further allowance will be made for additional scaffolding in these circumstances following the commencement of the contract.
- 4.11.4 Where two-storey access is required, this is to INCLUDE access up to ridge height to allow any works to be safely undertaken at this level, including, but not specifically limited to, repairs to chimneys and redecoration of gable ends.
- 4.11.5 No damage to the building fabric will be allowed. Where scaffold anchors are inserted all must be removed and made good to match the existing. Some of the properties are old and as such the fabric must be treated with appropriate care and the Contractor will be held responsible for making good at the Contractor's own expense any damage resulting from working methods or whatever other reasons, act or omission.
- 4.11.6 The bases of any scaffold lifts must be placed with extreme care in order to minimise the risk of damage to flower beds etc. Any plants, bushes etc. that would be damaged by erection of dismantling of the scaffold are to be removed to a temporary location and replanted once the scaffold has been removed. Where flowerbeds have been walked on they are to be lightly forked over to reinstate them when all risk of further damage has passed.
- 4.11.7 No storage of scaffolding will be allowed on site. Temporary placing of materials during dismantling and re-erecting will be allowed on the front and back lawns, however, adequate protection must be allowed for in order to prevent damage. Scaffold clips are to be placed in a suitable box and not left in piles around the site and are to be removed at night.
- 4.11.8 It will be the Contractors responsibility to ensure that all scaffolding is neatly and correctly stacked at the end of each day during erection and that the time that the scaffolding is down before reerection is kept to the absolute minimum.
- 4.11.9 Special measures shall be taken for elderly residents and residents with mobility issues. Where scaffolding or repairs are carried out over external doors, the Contractor is to ensure that adequate protection is provided at all times in order to prevent any damage or injury occurring to persons or the property.

- 4.11.10 Prior to preparation of windows for painting, all existing broken glazing is to be marked by the Contractor. Allowance is to be made in the programme and costs for this. Subsequent broken glass shall be renewed at nil cost to Aster Group.
- 4.11.11 The Main Contractor shall carefully consider expected time periods, necessary access arrangements etc., in order to make due allowance within the Contractor's overall programme. The successful Contractor will be required to organise the works to ensure the proper and effective execution of the contract.
- 4.11.12 All materials and workmanship are to be in accordance with the latest relevant British Standards and/or Codes of Practice. The scaffolding shall be constructed in accordance with all prevailing Regulations. As a minimum, all scaffolding erected shall comply with:
  - The Work at Height Regulations 2005 (as amended)
  - The Construction (Working Places) Regulations 1996
  - Health and Safety at Work etc Act 1974
  - BS EN 12811-1:2003 Temporary works equipment. Scaffolds. Performance requirements and general design
  - The BSi Code of Practice BS 5974: 2017 Planning, design, setting up and use of temporary suspended access equipment
  - The Construction Industry Scaffolders Record Scheme (CISRS)
- 4.11.13 Provide and erect tubular scaffolding to the full height of the building as necessary to provide safe and proper access for the purpose of carrying out all work detailed in the Schedule of Works.
- 4.11.14 Scaffolding shall be erected so as not to obstruct any door or window or garage openings or access to dry rising mains.
- 4.11.15 Debris netting is to be provided as necessary to prevent debris etc. affecting areas below. At all junctions where there is a risk of debris falling down the face of the building, provide either netting wedged against the brick face or polythene sandwiched between two layers of access boards, again dressed up tight to the structure. All scaffolding must be swept and kept clean on a daily basis.
- 4.11.16 Provide and erect all necessary vertical sheeting and temporary protection to all elevations to prevent any lateral water penetration to the works.
- 4.11.17 Provide and erect all necessary fans, debris netting and other temporary protection to ensure the complete safety of the public at large during the works. Any debris netting or sheeting must be flame retardant.
- 4.11.18 Provide all necessary work staging, including boards, toe boards, weld mesh protection etc.
- 4.11.19 Ensure all necessary protection to the buildings during the erection and striking of the scaffolding. Similarly, adequate protection to all members of the public, pedestrians and building operatives shall be provided. Provide written notice to all occupiers when scaffolding is to be erected and struck and instructing occupants not to enter the area of the scaffolding without the Contractor's permission.
- 4.11.20 Paint all poles at ground floor level white. Provide all necessary lighting and security whilst the site is not manned. Where requested by the Contract Administrator, allow for scaffold poles at ground level to be additionally wrapped in a suitable foam material.

- 4.11.21 Provide and install, at ground floor level, all necessary protection to existing paved, grassed or planted areas from which scaffolding will be supported.
- 4.11.22 Strike scaffolding on completion and clear from site within no more than 2 days of agreed handover date. Scaffolding shall not be dismantled until the Contract Administrator has carried out snagging and de-snagging.
- 4.11.23 Make good all damage to chases, holes, mortices, etc., formed to facilitate erection of scaffold to match original condition.
- 4.11.24 Re-instate all grassed, paved, planted areas affected by the erection of the scaffolding to the satisfaction of the Contract Administrator upon completion to match existing.
- 4.11.25 Include for the provision, installation, adaptation, maintenance and removal of all necessary electric hoists, ladders, staging, tarpaulins, tools and other plant, mechanical or otherwise which may be considered necessary for the proper execution of the works.
- 4.11.26 Any hoist must be sited away from points of access/egress.
- 4.11.27 Temporary lighting shall be provided to the scaffolding as necessary to particularly dark corners etc., in compliance with all regulations. Test Certificates shall be provided as appropriate. Provide temporary lightning protection as necessary and test and certify as appropriate.
- 4.11.28 Proper access to all external doors, entrances and walkways must be afforded to the residents of the properties during the course of the Contract. Special measures shall be taken for elderly residents and residents with mobility issues.
- 4.11.29 The Contractor shall take down and safely and securely store at the conclusion of each day's work all ladders used in connection with the work and shall render scaffolding, plant etc., inaccessible to unauthorised persons during non-working hours. This shall include preventing access on to scaffolding from public access balconies. All ladders above the first lift to be boarded over and secured by chain and padlock to prevent use.
- 4.11.30 The Contractor must provide fans and/or covered walkways over all paved areas within the vicinity of the scaffold and adjacent to all roads, parking areas, play areas or similar locations that may be used by the residents or public, to include entrances to the blocks. Allow for enclosing the scaffold at its base using 2m high Heras fencing set 2m from the base of the scaffold. Tie panels together using mechanical clips. Secure panels to adjacent structures using Hilti anchors and eyebolts. Tie together with steel cable.
- 4.11.31 The scaffold must be designed and constructed without the use of raking props. No scaffolding loads shall be imposed on any part of the existing structure.
- 4.11.32 The Contractor should allow for tying the scaffold to the main structure with the use of Hilti, or other proprietary anchors to the approval of the Contract Administrator. All surfaces are to be made good upon completion of the works.
- 4.11.33 The Contractor is to allow for suitable Client, resident and community involvement and liaison, particular reference is made to younger children, with regards the prevention of access to scaffold and the associated dangers, and Health & Safety generally.

### 4.12 Security alarm

- 4.12.1 The inclusion of a security alarm to scaffolding will depend upon the specific requirements of the individual properties. The Contract Administrator will allocate each property into one of three different categories as detailed below: -
  - Level 1 Low Risk
  - Level 2 Medium Risk
  - Level 3 High Risk
- 4.12.2 The requirements for the three levels of security alarms are described below. The Contractor is expected to price all of the basket rates on the basis of a Level 1 property. The uplift for Level 2 or 3 scaffold alarms will be applied based on the relevant Schedule of Rates item
- 4.12.3 Security Alarm Level 1 (Low Risk) (Cost to be included in basket rates): The scaffolding will be erected without the requirement of a working security alarm. However, the Contractor will be expected to erect dummy alarm boxes and CCTV cameras in suitably prominent positions to deter intruders from attempting to gain access to the scaffolding. In addition, appropriate signboards should be erected to act as a further deterrent to intruders and give the impression that the scaffold is fitted with an alarm linked to a manned telephone system with 24 hours a day coverage.
- 4.12.4 Security Alarm Level 2 (Medium Risk) (Cost to be provided in Schedule of Rates)
  - i. The scaffolding at first floor level shall be alarmed with either an audible or strobe light alarm.
  - ii. The alarm is to be armed/disarmed from a control panel located within the building/site office and is easily operated by a keypad. The system is to be supplied complete with back-up batteries in event of a power failure.
  - iii. The system must be as fault free as possible. Alarm to be fitted as soon as first floor scaffold lift/scaffold fan is constructed and not when the entire scaffolding is completed. The Contractor is to allow for making the scaffold safe in order that the alarm can be fitted. The Contractor is to erect suitable warning signs in prominent locations on the scaffold. The Contractor is to maintain the alarm for the remainder of the programme.
  - iv. The Contractor is to allow for alarming all scaffolds against vandalism and unauthorised entry. The alarm is to consist of PIR detection systems spread at strategic points over the scaffold and high intensity light fittings, to exterior standards, as a suitable alarm notification device.
- 4.12.5 Security Alarm Level 3 (High Risk) (Cost to be provided in Schedule of Rates)
  - i. The scaffolding at ground and first floor levels shall be alarmed with modem linked to a manned telephone 24 hours a day. Security shall be UBX with illuminated alarm system. The system must be as fault free as possible. Alarm to be fitted as soon as first floor scaffold lift/scaffold fan is constructed and not when the entire scaffolding is completed. The Contractor is to allow for making the scaffold safe in order that the alarm can be fitted. The Contractor is to erect suitable warning signs in prominent locations on the scaffold. The Contractor is to maintain the alarm for the remainder of the programme.
  - ii. The Contractor is to allow for alarming all scaffolds against vandalism and unauthorised entry. The alarm is to consist of PIR detection systems spread at strategic points over the scaffold and high intensity light fittings, to exterior standards, as a suitable alarm notification device.

iii. Upon alarm activation the internal control equipment to instantly alert the. Aster Group Out of Hours Service, full details of which will be provided at the contract pre-commencement meeting. The intruder violation message to be sent instantly via a dedicated phone line, provide by the Contractor, to the alarm company's control centre. Remove the telephone line upon completion.

# 4.13 Access platforms

- 4.13.1 The Contractor shall allow for providing and maintaining working platforms to elevations as the Contractor deems appropriate, for periods determined by the Contractors programme, suitable for the use of the Contractor's employees and Sub-Contractors carrying out all of the specified works.
- 4.13.2 The Contractor will make available the use of scaffold and access platforms for use by asbestos surveyors and asbestos removal contractors. Asbestos survey and removal programmes will be coordinated with the Contractor by Aster Group.
- 4.13.3 The Contractor shall allow for any additional costs in erecting the working platforms off of sloping and/or soft ground to an exposed site, providing all entrances to the blocks and public footways, taking all measures to ensure security of the dwellings at all times, installing the working platforms in such a way that the residents are able to open their windows when required and for complying with all safety rules and regulations. Unobstructed access for the residents, including fire escape routes must be maintained at all times.
- 4.13.4 Any fixing holes in the structure are to be made good on completion.
- 4.13.5 The working platform system selected is to comply with all statutory and recommended safety procedures for such and be to the approval of the Contract Administrator. The system is to ensure safety and security to workpeople, residents and visitors to the site and the dwellings at all times.

#### 4.14 Asbestos

- 4.14.1 The Contractor is to ensure that all operatives are Asbestos Aware, and should immediately report to the Contract Administrator any suspected asbestos containing materials discovered during the execution of the works.
- 4.14.2 For Aster Group's Asbestos Procedure please refer to the policy provided in Appendix 2.

# 4.15 Pre-paint preparation – Timber

- 4.15.1 Thoroughly clean all surfaces with soap and water or detergent solution to remove all dirt, grease and surface contaminants. Remove all blistered, poorly adhering or otherwise defective coatings. Where flaking has occurred or coatings are defective, the entire member or section must be stripped back to the nearest joint. Open-up all joints which are not tight fitting and rake out thoroughly. Rub down to 'feather' raised grain and round all sharp edges (a radius of 1mm to 2mm for timber other than sills and thresholds; 3mm for sills and thresholds and dust off). Operatives are to wear face masks to prevent the inhalation of dust. Knotting solution to be applied where required.
- 4.15.2 Where timber to window frames is found to be defective, the rotten timber is to be removed, along with any defective filler. This is to be repaired with a 2-pack filler. Leave to cure in accordance with the manufacturer's instructions and then sand down with a medium grade abrasive paper to provide a key, remove all dust and leave ready for redecoration.

### 4.16 Pre-paint repairs

- 4.16.1 Prior to commencement of painting, all properties are to be inspected by the Contractor with Aster Group's representative (if required) to schedule out pre-paint repairs. Any external elements to be painted found to be defective are to be scheduled into a pre-paint repair schedule and should be issued to the Contract Administrator for approval. The Contractor shall allow a period of 5 working days for the Contract Administrator to approve the pre-paint repair schedule before works commence.
- 4.16.2 Inspection to include: rainwater goods, soil and vent pipes, fascia boards, barge boards, soffits, masonry walls, cladding (where provided), rendered/ texture finishes, windows inclusive of all glazing and putties, beads etc., entrance doors and frames, and all other external surfaces specified by the Contract Administrator.
- 4.16.3 Where the Contractor considers that a stain block/treatment is required, the Contractor shall record the details and pass to the Contract Administrator and await further instruction.

# 4.17 Property standards

- 4.17.1 The following standards apply to redecoration:
  - i. Internal decoration:
    - a. Woodwork/Doors/Other joinery/Radiators water based gloss finish
    - b. Walls to communal areas (including communal kitchens and bathrooms) Eggshell
    - c. Ceilings Matt white emulsion

Note: The Contractor is to allow for the removing of all wallpaper to communal areas, prior to decoration.

- ii. External decoration:
  - a. Woodwork/Doors Oil based gloss finish
  - b. Render/Brickwork water based masonry paint
  - c. Rainwater goods/SVP -Oil based gloss finish

Note: In Agency managed properties, residents will also be offered wallpaper to living areas.

iii. The Contractor is to allow for removing all wallpaper to communal areas prior to decoration.

# 4.18 Colours

- 4.18.1 Generally colours are to be on a like-for-like basis. Therefore, the Contractor will be responsible for ensuring that they are able to match existing colours. No claims will be entertained for additional costs for matching colours.
- 4.18.2 Internally, residents are to be offered a choice of six colours. These six colours have been chosen by the Aster Group Resident Panel and therefore the Contractor is to allow for matching these colours as closely as possible, in order to create a "standard range".

- 4.18.3 Colours are to be approved by the Contract Administrator before works commence on site.
- 4.18.4 Some properties are located within conservation areas and therefore colour choices may be limited to specific ranges. Where such paints, i.e. heritage paints, are required, the Contractor will be able to apply the tendered uplift for this

# 4.19 Wallpaper

4.19.1 Wallpaper is to be offered for living areas in certain properties. The Contractor is to offer a choice of 8 patterned wallpapers.

### 4.20 Textured wall and ceiling coatings (such as Artex)

4.20.1 Where these are found to be damaged, the Contractor is to record and pass details to the Contract Administrator for further instruction. If the textured coating is not damaged then this is to be sealed ready for redecoration. The Contractor should refer to Aster Group's Asbestos Register before commencing work on this programme and ensure that any materials which may contain Asbestos Containing Materials are surveyed and dealt with in line with the Aster Group Asbestos Management Policy. Refer to Asbestos procedure provided in Appendix 2.

# 4.21 Polystyrene ceiling tiles

4.21.1 Where these are found, the Contractor is to remove these, cart away, make good the surface and prepare for redecoration.

### 4.22 Flooring (communal areas)

- 4.22.1 The Contractor is to work with the Contract Administrator to assess the condition of flooring in communal areas, ensure that flooring is replaced on a 'like for like' basis where compliance with Health and Safety and Fire Regulations can be achieved and ensure that residents have adequate notice before floor coverings are renewed.
- 4.22.2 Where appropriate the Contractor is to allow for barriers etc to prevent access while products are curing/being laid.
- 4.22.3 The Contractor is to remove and cart away existing floor coverings which have been assessed as requiring replacement.
- 4.22.4 If the Contractor suspects damp issues, the Contract Administrator is to be informed and the Contractor is to wait for further instructions before proceeding with the installation/painting.

## 4.22.5 Anti-slip vinyl (Safety Flooring)

- i. The replacement of flooring to communal areas is to be undertaken on a 'like for like basis', subject to meeting BS5287 and BS4790 and fire safety regulations.
- ii. Where the sub-base is concrete the Contractor is to allow for laying a 3mm self-levelling latex screed to provide a smooth surface for installation of new sheet flooring. This must be left to cure in accordance with the manufacturer's recommendations before the flooring is fitted.
- iii. Where the sub-base is timber, the Contractor is to allow for affixing 6mm plywood to provide a smooth surface ready for installation.

- iv. All new sheet flooring is to meet BS EN 13845:2005 Resilient Floor Coverings. Polyvinyl chloride floor coverings with particle based enhanced slip resistance.
- v. Flooring to be BBA approved or to equivalent European standard.
- vi. New flooring to be minimum 3.5mm thickness.
- vii. Where the flooring covers inspection chambers or any other access point/outlet etc, the Contractor is to allow for neat detailing around these, in accordance with manufacturer's recommendations.
- viii. On arrival at site the rolls should be safely secured in an upright position and stored, together with the adhesive, at a minimum temperature of 18 degrees centigrade for at least 24 hours before laying, in accordance with manufacturers recommendations
- ix. A working temperature of between 18 degrees centigrade and 26 degrees centigrade is required for at least 24 hours prior to, and during, the laying period and for 24 hours afterwards.
- x. Joints in the flooring are to be kept to an absolute minimum, but where these are required, they are to be located in as visually unobtrusive locations as possible. All joints are to be welded joints with a colour matched material.
- xi. Where vinyl is fitted, the Contractor is to allow for fitting anti-slip PVC nosings to stairs, stringers, threshold strips and all other accessories to leave a complete installation.
- xii. The Contractor is to ensure that the price includes for fitting flooring to stairs and the additional labour this requires. No claims will be entertained for failure to allow for the additional work required in laying flooring to stairwells as opposed to large open areas.
- xiii. Flooring is to be affixed using proprietary adhesive in accordance with the manufacturer's instructions.
- xiv. The Contract Administrator is to be offered a choice of at least six standard colours.

### 4.22.6 Floor paint

- i. Anti-slip floor paint is detailed in Section 4: Minimum Requirements.
- ii. The Contractor is to allow for a smooth self-levelling screed where required.

### 4.22.7 Floor tiles

- i. Where floor tiles are to be laid these are to be on a "like-for-like" basis, in terms of colour and type (quarry tiles or ceramic tiles) with the Contractor seeking the agreement of the Contract Administrator.
- ii. The price is to include for hacking off old tiling and adhesive, new levelling compound, tiling and grout.
- iii. All new tiling to be installed in accordance with BS 5385:2018 (Wall and floor tiling. Design and installation of ceramic, natural stone and mosaic wall tiling in normal internal conditions. Code of Practice).
- iv. Tiles to be laid evenly spaced with cut tiles at edges of flooring only

- v. Ensure that tiles are wetted before installation to prevent mortar being absorbed by the tiles.
- vi. Mortar and grout mix to be in accordance with manufacturer recommendations.
- vii. Where the sub-floor is damp, the Contractor is not to proceed until further instruction has been sought from the Contract Administrator.

#### 4.22.8 Carpet

- i. Where carpet is to be renewed, the Contractor shall allow for renewal with a heavy duty commercial grade carpet and shall provide evidence of this product. General, domestic grade carpet will not be acceptable.
- ii. Sub floors should be clean, dry and flat and prepared in accordance with BS 5325. Timber floors should be covered with plywood.
- iii. Carpet should be allowed to condition for a minimum of 24 hours at the expected temperature and humidity prevailing when the building is in use, in accordance with manufacturer's recommendations.
- iv. Adhesive for carpet is to be in accordance with manufacturer's recommendations.
- v. The Contractor is to include for the cost of grippers, rods etc.
- vi. The Contractor is to ensure that the price allows for the installation of sheet carpet to stairs (including provision of PVC anti-slip nosings, stringers and threshold strips) and for the additional labour involved. No claims will be entertained for additional labour costs of installation of carpet to stairwells as opposed to large, open areas.
- vii. When tested to BS EN ISO 11925-2:2020 the sample has to have a flame spread (Fs) of: Fs less than or equal to 150mm within 20 seconds (Class Efl). The Contractor will be responsible for providing test certification by an independent body to demonstrate that the proposed carpet meets this standard.
- viii. The Contractor must offer up to 6 colours in both sheet and tile finishes. The colour is to be approved before installation commences.
- ix. The Contractor must provide a 10 year warranty with communal area carpets.
- x. The carpet weight must be at least 1020gm square metre (sheet) and 4020gm square metre (tile).
- xi. The thickness of the carpet must be at least 6.2mm (sheet) and 7.6mm (tile)
- xii. Roll width to be available in 2m and 4m.
- xiii. Colour fastness to be as follows:
  - Light (BS EN ISO 105:B02): 6
  - Wet rubbing (BS EN ISO 105:B01): 4-5
  - Dry rubbing (BS EN ISO 105:X12): 4-5
- xiv. Flammability (BS5287) Assessment and labelling of Textile Floorcoverings tested to BS4790 (Hot Metal Nut Test):

- BS EN 13501:Low radius of char
- Euroclass Bfl-s1 (Tile)
- Euroclass Cfl-s1 (Sheet)
- xv. Health and Safety When Laying Flooring When using epoxy resin, the Contractor should ensure that their operatives comply with health and safety regulations when laying flooring, avoiding contact with skin and eyes. During preparation and sanding use appropriate eye protection and fine particle dust masks. Wear gloves when handling the products. Change gloves regularly and do not reuse after contact with epoxy resin. A risk assessment should be undertaken and operatives should ensure that flooring is laid in compliance with manufacturer's health and safety guidance.

# 4.23 Window repair systems

#### 4.23.1 General

- i. The Contractor must propose a suitable "two pack resin" system suitable for the repair of timber windows. A wood "filler" will not be acceptable. The Contractor will be required to demonstrate that the proposed system is suitable for window repair and has been "tried and tested" for this purpose.
- ii. The Contractor will be responsible for providing details of a representative from the manufacturer to be available to visit site to inspect repairs if requested.
- iii. The Contractor is to price for timber repairs as indicated on the Schedule of Rates.
- iv. BEFORE works commence to each property the Contractor will be required to undertake an inspection of the windows to be repaired and produce a schedule detailing the type, number and cost of repairs per window to each property should be included within the 'basket rate' for each property.. Works will not be permitted to commence until the Contract Administrator has approved the schedule. If the Contractor considers that the window requires complete renewal then the Contract Administrator should be informed and the Contractor should wait for further instructions.

### 4.23.2 Preparation

- i. Remove paint at least 10mm from the area to be treated.
- ii. Remove all decayed and soft timber using a router and round cutter. Rather than feather the edge of the area, create a "shoulder" of at least 5mm.
- iii. Ensure the moisture content is no higher than 18%. This can be checked with a wood condition meter.
- iv. If the timber is too wet, it should be allowed to dry naturally.
- Sand off any loose fibres and remove dust and dirt.

### 4.23.3 Application

 Application to be in accordance with manufacturer's instructions. Drying times must be adhered to along with minimum and maximum recommended temperatures and humidity for the paint products. Redecoration to be in accordance with paint manufacturer's recommendations.

- ii. The Contractor is to provide all manufacturers' application instructions to the Contract Administrator and ensure that these are followed on site.
- iii. The Contractor is to ensure that when operatives apply the product they do not remove excessive resin when finishing, thus creating a "bowed" repair, and instead leave the resin slightly proud if required to allow this to be sanded to a smooth, level finish.

#### 4.24 Timber windows

- i. Where the Contractor considers that a timber framed window requires total renewal then the Contractor is to inform the Contract Administrator. Total renewal as described below is only to be undertaken once approved by the Contract Administrator.
- ii. The Contractor is to allow removing existing window and carting away and disposing.
- iii. The window must not be removed until the new window is on site and has been confirmed as being the correct size.
- iv. The renewal of the window must be complete in one working day.
- v. The new window is to match the existing in terms of thickness of frames, glazing bars, mullions, transoms, opening configuration, clear or obscured glazing etc. Details must be submitted to the Contract Administrator for approval before an order for the window is placed. Consideration will need to be given to the design of replacement windows to be fitted to properties located in conservation areas. The Contract Administrator will be required to consult with the Local Authority Planning Department to ensure compliance with any planning requirements prior to installation. All associated costs of planning applications will be borne by Aster Group.
- vi. All new windows to meet BS 644 Timber windows Factory assembled windows of various types Specification and BS 7950 Specification for enhanced security performance of windows for domestic applications Security testing.
- vii. All new windows must be double glazed to meet the requirements of Part L of the Building Regulations.
- viii. All windows are to be installed by a FENSA approved window installer, or a similar scheme such as CERTASS where approved by the Contract Administrator, and the Contractor shall ensure that this is allowed for in the tender price.
- ix. Glazing to be in accordance with BS 6262
- x. All new windows to meet Secured by Design standards.
- xi. All new windows to have trickle vents to allow the minimum requirements for ventilation as defined in Part F of the Building Regulations.
- xii. All windows to contain toughened glazing in critical locations as defined in Part N of the Building Regulations.
- xiii. Windows must have 30 year guarantee against fungal attack, 10 year manufacturing defects guarantee and 10 year guarantee for insulating glass units. The Contractor is to provide copies of these guarantees following installation. No property will be accepted at handover without the required warranty documentation being provided to the Contract Administrator.

- xiv. Allow to decorate windows to match existing.
- xv. Allow to seal new windows with colour matched bead of sealant both internally and externally.
- xvi. Allow for small plaster repairs internally where plaster removed during removal of window. Every effort must be made by the Contractor to minimise damage to the resident's internal decorations as a result of replacement windows being installed.

### 4.25 Decoration and window repair

- 4.25.1 Fire upgrade works should only be undertaken when instructed, adhesion properties of existing coating will need to be ascertained and current levels of risk. Testing of existing coatings is to be priced in the Schedule of Rates.
- 4.25.2 Follow all relevant site work instructions relevant to each substrate and as detailed at the end of this specification
- 4.25.3 All items below are considered to be the minimum requirement.
- 4.25.4 The Contractor will be required to demonstrate that their coatings meet an approved, national standard.
- 4.25.5 The Contractor will be required to provide manufacturer's details of all coatings to be used for the Contract. Notwithstanding the minimum requirements below, the Contractor is to allow in the tender price for the chosen system to be applied in accordance with the manufacturer's requirements, and take into account the condition of the substrate. No claims will be entertained where the manufacturer recommends additional preparation/coats which exceed those requirements below.
- 4.25.6 All fire upgrading products, where indicated, must have been independently tested with the Warrington Fire and/ or the Building Research Establishment (BRE) and certified to meet with the standards required within the BS 476 Part 6 & 7 testing.
- 4.25.7 Metal surfaces to be prepared in accordance with BS ISO 27831-1:2008
- 4.25.8 Metallic and other inorganic coatings. Cleaning and preparation of metal surfaces. Ferrous metals and alloy
- 4.25.9 When undertaking window repairs, the Contractor is to make reference to BS 644:2009 Timber Windows, ensuring that repairs maintain the recommended profile/angle for all window elements. This includes, but is not limited to, the angle and rounding of cills.

# 4.26 Fascias/soffits/canopies

- i. Where fascias, soffits or timber canopies are to be found to be defective, the Contractor is to contact the Contract Administrator and await further instructions.
- ii. If required, the Contractor will replace the fascias, soffits and timber to the canopies to the extent agreed with the Contract Administrator.
- iii. It is to be assumed that these will be replaced on a "like-for-like" basis.
- iv. Where fascias/soffits are found to contain asbestos, these are to be removed in accordance with Aster Group's Asbestos Policy and renewed in timber.

- v. Timber used for this purpose is to be pre-treated from a certified, sustainable source and the Contractor will be required to provide certification confirming the timber's durability for this purpose.
- vi. Allow to decorate to match existing in accordance with paint manufacturer's recommendations.

# 5 Price Framework guidance notes

# 5.1 Pricing of Document 3

- 5.1.1 Suppliers are invited to price the Part 6 of Document 3 (the "Price Framework".) This has been provided in excel format and must be returned in excel format.
- 5.1.2 Part 6 of Document 3 has been divided into the following sections / tabs: -

Tab	Description	Cells to be completed?
Part 6_(1A)	Price Framework - Section 1: Street archetypes rates - Part A - Property Rates	Yes
Part 6_(1B)	Price Framework - Section 1: Street archetypes rates - Part B - Additional Rates	Yes
Part 6_(1C)	Price Framework - Section 1: Street archetypes rates - Part C - Summary	No
Part 6_(2)	Price Framework - Section 2: Bespoke Schedule of Rates	Yes
Part 6_(3)	Price Framework - Section 3: NHF Schedule of Rates	Yes
Part 6_(4)	Price Framework - Section 4: Labour rates	Yes
Part 6_(5)	Price Framework - Section 5: Miscellaneous items	Yes
Part_6_ Summary	Price Framework - Summary	No

- 5.1.3 Suppliers should note that all tabs have been locked and therefore cannot be edited, with the exception of any cells which require pricing. The cells which require pricing are highlighted in green. Once the cell has been correctly completed, it will highlight in orange. Any cells highlighted in grey do not need to be completed.
- 5.1.4 Suppliers should also note that cells may have data validation applied. Therefore, Suppliers must manually completed all cells. Please do not 'paste' values, etc. as this may override the data validation and result in the submission being rejected in accordance with 1.15.2.ii and/or 1.15.2.iii of Document 1 (i.e. the submission is incomplete, misleading or inaccurate or is not submitted as stated and required.)
- 5.1.5 The summary tab will be automatically updated with the rates submitted, upon completing all relevant cells. This will only occur, once each section Price Framework has been completed in its entirety. Until this is true, the Summary will display a final total of "Missing info" for each section, meaning the submission is incomplete and will be rejected if submitted in accordance with 1.15.2.ii of Document 1.
- 5.1.6 The completed tabs will form part of the Price Framework and will be contractually binding. The tabs will be used by the appointed Contractor and Aster Group to value all future works and any variations.
- 5.1.7 Further information on each of the sections is provided below.

### 5.2 Section 1 - Street archetypes rates

- 5.2.1 Please refer to the tabs labelled "Part 6\_(1A)", "Part 6\_(1B)" and "Part 6\_(1C)" when reading this clause.
- 5.2.2 On tab ""Part 6\_(1A)," the property rates schedule comprises a list of typical property types and various material finishes for decorations. For each variation Suppliers are required to provide an all inclusive price which is to allow for all items detailed below and all preliminaries including labour, materials, plant, overheads and profit, while also taking all the site conditions into account. This will enable a fully inclusive price for each property archetype.
- 5.2.3 Aster Group has a proposed programme of works which details the number of properties and respective property type. However, the archetype for each property is not currently known. Therefore any quantities stated are only indicative and for evaluation purposes only.
- 5.2.4 The appointed Contractor will be responsible for identifying the property type and archetype and reporting this information to Aster Group. The tendered Property Rate will then be applied.
- 5.2.5 The Property Rate for each property archetype must include the following:
  - i. General Requirements:
    - All preliminaries including labour, materials, plant, overheads and profit, while taking all
      the site conditions into account. Access to the whole property, where required, must
      also be included, up to and including access to the eaves level.
    - Removal of all redundant fixings, screws and fastenings together with making good disturbed surfaces
    - Thoroughly overhaul window and door units, ironmongery and furniture including opening mechanisms, restrictors, beadings, seals, cockspur handles, spring catches, peg and sliding stays, cill cap ends etc. and leave in good working order on completion
    - Removing, re-fixing and adjusting all ironmongery to facilitate proper and adequate decoration
    - Replacing existing expansion joints to the external envelope of buildings with new
    - Reporting/scheduling of defects and repairs to the Contract Administrator, including glazing, frames, window furniture, etc. to ensure correct operation of windows and doors.
    - Where more than 50% of the window frame requires repair, this shall be considered for replacement. The Contractor is to inform the Contract Administrator, providing photographic evidence and costings for replacements for the CA's approval. Any planning implications will need to be highlighted at this stage such that timescales can be considered. All costs relating to the window replacements are to be separately identified on invoices.
    - For Archetypes 1 to 4, it is assumed the each property will include one front door (decorated or self-finished), one self-finished back/side door (or patio doors in lieu of back door) and windows (decorated or self-finished) up to the number stated for the given archetype. All other surfaces are assumed to be self-finished and do not require decorations. Any additions or differences, such as the re-decoration of previously painted render or a decorated back/side door, will be costed using the Additional Rates on the subsequent tab.
    - In the case of Archetype 5, i.e. separate garage, the rate is to include for one up and over type garage door (decorated or self-finished), one self-finished window and one self-finished back/side door. Again, all other surfaces are assumed to be self-finished

- and do not require decorations. Any additions or differences, such as the re-decoration of previously painted render or a decorated back/side door, will be costed using the Additional Rates on the subsequent tab.
- The rate for all Archetypes should include for the wash down of uPVC windows, doors
  and other self-finished surfaces such as fascias, soffits, etc. It does not include the
  wash down of uPVC cladding. This will be costed using the Additional Rates on the
  subsequent tab.
- ii. Access All the requirements of the specification including access in order to inspect and carry out the works to include full scaffolding, or mobile access platforms, or towers, or any combination, as appropriate to carry out the works which complies with current legislation, regulation and good practice. The all-inclusive rates provided on this tab are deemed to include for Level 1 Security arrangements for scaffolding up to eaves level. The method of access used is at the Contractor/s' discretion however it must comply with current legislation, regulation and good practice.
- iii. Preliminaries The Tenderer is to note that the all-inclusive rates are to make full allowance for all preliminaries that are deemed necessary for the undertaking of the works in full compliance with all legislation. Aster Group will NOT pay for any additional preliminaries costs. The following list of headings is provided for information only and is not an exhaustive list of preliminaries required. The Tenderer must make their own assessment of his preliminary requirements:
  - Site management / site staffing
  - Health & Safety
  - Parking costs / congestion charges
  - Site set up / compound
  - Office equipment
  - Security
  - Power and water
  - Communications
  - Plant / Access provisions / Tools
  - Waste management / disposal
  - Licences
  - Insurances
- iv. Overheads and Profit The Tenderer is to include within the rates for all overheads and profit.
- 5.2.6 On tab "Part 6\_(1B)," is a list of possible additions and omissions from the Property Rate cost. An 'all inclusive' cost should also be provided by the Tenderer for each of these Additional Rates.
- 5.2.7 Again, any quantities stated are only indicative and for evaluation purposes only.
- 5.2.8 The Additional Rates must include the following:
  - Where the rate relates to the redecoration or wash down of cladding, on a per elevation basis, the rate is deemed to include all elements on that elevation. This includes but not limited to rainwater goods, meter boxes, handrails, nosings, steps, plinth cills, gates and metal brackets, etc. Also include, where integral to the property, any garages, stores, walls/fencing/railings,

etc. Where these are not integral to the property, the re-decoration shall not be included in the Additional Rate and a separate cost is to be presented to the Contract Administrator for approval, using the rates submitted elsewhere in this price framework.

- 5.2.9 On presentation of the property list, the Contractor will undertake the initial survey and agree the archetype for each property, any additions / omissions and any pre-paint repairs. The Contractor is also to identify any communal areas which require decorations and price these utilising the NHF Schedule of Rates. A final figure for that property should then be presented to the Contract Administrator. Additionally, a photograph of each elevation, that will be decorated, should also be provided. A naming convention for photographs will be discussed and agreed with Aster Group at the contract pre-commencement meeting. The final decision on archetypes will remain with Aster Group and any repairs must be agreed before any works are undertaken.
- 5.2.10 The Contractor shall capture all decorations required at a property using a form agreed by the Contract Administrator. An example is provided in Appendix 5 to this document. The form should then be presented to the Contract Administrator, with supporting photographs for repairs.
- 5.2.11 Whilst undertaking the initial surveys to agree the archetype for each property, the Contractor is to report any properties which appear to have recently redecorated. In these instances, the property may be removed from the programme of works and may be replaced with an alternative property.
- 5.2.12 All properties covered by these rates will be street properties but may include divided houses with separate units internally. In this instance the property shall be treated as one whole property and the archetype applied appropriately. If there are more than two units, the property may be treated as a 'block' and fully measurable, where approved by the Contract Administrator.
- 5.2.13 The totals from these tabs are summarised on "Part 6\_(1C)." The final total for this section, highlighted in yellow, will be carried forward to the Summary tab.

### 5.3 Section 2 - Bespoke Schedule of Rates

- 5.3.1 Please refer to "Part 6\_(2)" when reading this clause
- 5.3.2 All pre-paints repairs must be costed using the NHF Schedule of Rates included in Appendix 4 to this Document. Where an applicable rate is not available, the Bespoke Schedule of Rates should be utilised. The cost of repairs must be presented to Aster Group prior to works starting on-site. Before and after photographs should be provided for all repairs, wherever practical.
- 5.3.3 The rates entered are to include for all preliminaries including labour, materials, plant, overheads and profit not included elsewhere.
- 5.3.4 Please note in general fencing, walls and railings to the boundaries of properties is not included within the scope of this Contract, unless otherwise instructed by the Contract Administrator.
- 5.3.5 The total from this section, highlighted in yellow, will be carried forward to the Summary tab.

### 5.4 Section 3 - NHF Schedule of Rates

- 5.4.1 Please refer to "Part 6\_(3)" when reading this clause.
- 5.4.2 The Schedule of Rates to be used is Version 8.0 of the Planned Module of the National Housing Federation (NHF) Schedule of Rates, subject to the Contractor's percentage adjustment. A copy of the full schedule is provided as Appendix 4 at Part 8 of this document.

- 5.4.3 Tenderers are required to price the Schedule of Rates based on a percentage adjustment (either positive or negative).
- 5.4.4 This Schedule of Rates will be utilised to cost all pre-paint repairs, all decorations of blocks (i.e. where a street archetype does not apply) and any internal communal areas which require decorations. Additionally, all access arrangements (such as scaffolding) will also be costed using this Scheule. The only exception will be access which has already been allowed for within the street property archetype rates.
- 5.4.5 The annual order values are based on estimates, for the purposes of evaluation only. The volume of works will be based on demand and therefore the figures indicated do not reflect the actual volume of orders placed by Aster Group.
- 5.4.6 The percentage adjustment entered is to include for all preliminaries including labour, materials, plant, overheads and profit not included elsewhere.
- 5.4.7 In consideration of payments to be made by Aster Group to the Contractor calculated in accordance with the rates contained in the Schedule of Rates together with the percentage adjustments tendered by the Contractor and which have been accepted by Aster Group. The Contractor will perform, provide and execute all the works, materials, matters and things as shall be ordered from time to time during the continuance of the contract by the Contract Administrator as described or referred to in the contract documents and complete the same to the entire satisfaction of the Contract Administrator and will perform and observe all the provisions of the contract which on the Contractor's part are to be performed and observed.
- 5.4.8 The Contractor's tender shall be deemed to be fully inclusive of all costs required to undertake the works to be ordered through the contract including but not limited to the following;
  - i. Labour and all costs in connection (including travel and other non-productive time)
  - ii. The supply of materials and goods, storage and all associated costs, including waste and delivery to site
  - iii. Plant, equipment (excluding scaffolding), tools and all associated costs
  - iv. Fixing, erecting and installing or placing of materials and goods in position
  - v. All temporary works and reinstatements.
  - vi. The effect on the phasing of the work, of alterations and additions to existing services, of all statutory undertakings required for the work
  - vii. All general obligations, liabilities and risks involved in the execution of the work set forth or implied in this contract
  - viii. Establishment charges, overheads and profit
  - ix. Supervision, transport (including any and all parking/congestion charges, levies fees) and provision of depots and storage facilities
  - x. Supply of water for use in the works, including all necessary plumbing, removal of temporary facilities on completion and payment of any water company's fees.

The Contractor shall provide clean, fresh water for the execution of the works, together with necessary receptacles and plumbing, alter as required and clear away at completion and make good all work disturbed. The Contractor shall give due notice to the local water

undertaker and shall pay all charges. The Contractor shall make approved connections to the mains at such points as directed by the Contract Administrator.

xi. The supply of temporary artificial lights and electrical power or gas facilities where required for the Contractor's or sub-contractor's use and payment of all costs, charges and for power consumed.

The Contractor shall be responsible for the supply of electricity and gas and shall pay all reasonable charges. Permission must be obtained from a customer if the Contractor's operatives wish to use power from a domestic supply point and meter readings taken and recorded with the customer before and after the work. For works where large amounts of power are needed, or where a customer refuses access to a domestic supply, the Contractor shall provide a generator. All electricity shall be at 110 volt supply and the Contractor shall use step down transformers from 240 volt to 110 volt if obtained from a domestic or communal supply point.

- xii. The temporary disconnection and protection of telephone installations including repositioning to maintain services, release wires prior to repairs and redecoration's and reconnect, reinstate and make good to works disturbed and pay all costs and charges
- xiii. The temporary disconnection and protection of television and radio aerials, satellite dishes, receivers and the like and repositioning to maintain services, release wires of cables prior to repairs or redecoration and reconnect, reinstate on completion and make good to works disturbed and pay all costs and charges
- xiv. The removal of fittings to be replaced and other work necessary to provide access to pipes or other things to be repaired or decorated and the making good of all damage and touching up decorations to match such existing work and surfaces
- xv. The temporary removal, protection and reinstatement of all floor coverings, carpets, appliances and the like including making good all damage and touching up of decorations to match existing.
- xvi. The temporary set aside of curtaining and the like and their subsequent replacement
- 5.4.9 Where pre-paint repairs are required, supporting photographs will be required when submitting costs to Aster Group for approval. All photographs are to be cross-referenced to the schedule of properties and a naming convention for photographs will be discussed and agreed with Aster Group at the contract pre-commencement meeting.
- 5.4.10 The total from this section, highlighted in yellow, will be carried forward to the Summary tab.
- 5.5 Section 4 Labour rates
- 5.5.1 Please refer to "Part 6\_(4)" when reading this clause.
- 5.5.2 The "all inclusive" rates for labour should be for each hour or full day worked in accordance with all tender documentation.
- 5.5.3 These rates will only be utilised no appropriate rate exists elsewhere in the provisions of the Tender Book.
- 5.5.4 Materials and plant used in connection with labour rates to be charged in accordance with all tender documentation.

5.5.5 The total from this section, highlighted in yellow, will be carried forward to the Summary tab.

#### 5.6 Section 5 - Miscellaneous items

- 5.6.1 Please refer to "Part 6\_(5)" when reading this clause.
- 5.6.2 The Tenderer is to complete this section of the Price Framework for information purposes. It will not form part of the Pricing Evaluation, detailed in Document 1; however Aster Group reserves the right to review this section in terms of affordability, as per the provisions set out in Document 1.
- 5.6.3 Tenderers are to provide information on the following items:
  - i. Average cost per litre of paint Tenderers are to provide an average cost per litre of various paint types, applicable to this programme of works.
  - ii. Extra over percentage for higher specification paint Where a higher specification paint is requested by the Client for use on listed properties, i.e. Heritage Paints, the percentage uplift will be applicable to the materials element only for the prices submitted within the Pricing Schedule.
  - iii. Occupied areas Tenderers are to note that in most cases the communal area will only include corridor areas. However; in some properties such as sheltered properties and student accommodation, the communal area may also include a communal kitchen, lounge and in some instances a bathroom. In these properties, the NHF SoR rates will still be utilised and the percentage uplift for working in an occupied room will be applied to these rooms only. This uplift should include for undertaking works in the areas described in this paragraph and also the provision for moving and protecting any furniture to enable the works to be undertaken etc. The uplift will only be applied to areas which are occupied and not to the general communal areas such as corridors.
  - iv. Prelims, profits and overheads All percentages associated with the delivery of the proposed contract should be factored into the costs submitted within the Price Framework. Tenderers are also required to submit consolidated percentage figures on this tab for information purposes.
  - v. Nominated Suppliers In respect of goods or materials to be provided by a Nominated Supplier the Contractor is deemed to have included for:
    - The general co-ordination of nominated suppliers including the agreement of details and quantities, ordering the relative materials, components or goods and checking deliveries and invoices.
    - b. The dispatch carriage paid for all returnable crates and other packaging containers to the suppliers as soon as possible after receipt.
    - c. The returning of redundant items to the suppliers and obtaining the appropriate credit and taking delivery, unloading, getting in, unpacking, storing, taking from store, hoisting, distributing, assembling as necessary, and fixing in required positions.
    - d. The Contractor will be held responsible for any loss, damage, or breakage after delivery and will be required to replace lost or damaged goods at the Contractor's own expense.
  - vi. Mobilisation & ESP costs All costs associated with the mobilisation of the proposed contract and delivery of the ESP must be factored into the costs submitted within the Price

Framework. Tenderers are also required to submit a consolidated cost on this tab, for information purposes.

## 5.7 Summary tab

- 5.7.1 The final tab in the pricing section of Document 3 is the summary tab which calculates a final Tender Sum for all elements. The final price is calculated from the following totals:
  - Section 1 Street archetypes rates
  - Section 2 Bespoke Schedule of Rates
  - Section 3 NHF Schedule of Rates
  - Section 4 Labour rates
- 5.7.2 The totals displayed on this tab will be used for the evaluation of your organisation's Tender submission, in accordance with the methodology set out in Part 2 of Document 1.
- 5.7.3 Suppliers should note that the figures shown on the summary page are for evaluation purposes and may not be reflective of the actual volume of works required by Aster Group and is not a guarantee of the contract value in any way.
- 5.7.4 Suppliers are to note the contents of paragraph 5.1.5 above when reviewing this tab, before submitting their Tender.

#### 5.8 Additional considerations

- 5.8.1 The rates stated in Document 3, as submitted by the Supplier, are fixed until the end of 31 March 2025.
- 5.8.2 Any adjustment to the rates in the Price Framework, unless otherwise stated, for subsequent years shall be calculated by application of the movement in CPI as published by the Office for National Statistics, or if such publication is discontinued then whatever relevant document succeeds it. The maximum movement to be applied to the rates shall be calculated on the basis of the increase/decrease between the index published in the September immediately preceding each uplift date and the base index with such difference being expressed as a percentage of the base index. The base index for calculation purposes shall be as stated below.
- 5.8.3 The base index shall be the date on which the JCT Measured Term Contract (2016) published by The Joint Contracts Tribunal (JCT) commences. Therefore, any increase/decrease to the rates will be applied to the rates submitted in Document 3 and the uplifted rates will be valid for works completed between the time at which the uplift comes into effect and the next uplift.

# 6 Key Performance Indicators

### 6.1 General information

- 6.1.1 This section is to be read as part of Document 2 and also relates to all sections of the contract documentation.
- 6.1.2 The client referred to in this section is Aster Group.

### 6.2 Data Collection

- 6.2.1 Data must be collated and the results summarised for each Key Performance Indicators at the frequency specified in this Part of Document 2 or other basis as directed by the Contract Administrator.
- 6.2.2 Results must be presented, showing the cumulative position for the year or the programme to date, as well as the weekly, monthly (or other time period) result.
- 6.2.3 Monthly results will be submitted for review at meetings where action plans and/or continuous improvement plans agreed as appropriate or as directed by the Contract Administrator.
- 6.2.4 All Key Performance Indicators will be kept under regular review and the any party to the contract may recommend additions or amendments. The parties to the contract can either agree with such recommendations or set alternative Key Performance Indicators and targets.
- 6.2.5 The Contractor will be required to produce reports and provide supporting data for ALL Key Performance Indicators.
- 6.2.6 Response times given in hours and days (stated in working days) apply regardless of the time or day of the week the order is raised.

### 6.3 Targets and Benchmarking

- 6.3.1 The detail of each Key Performance Indicators will be agreed during the mobilisation stage between the Aster Group and the Contractor. Failure to agree terms within the first 12 months of the contract may result in the termination of the Contractor's contract.
- 6.3.2 The minimum level of acceptance performance (MLAP) and targets will be reviewed annually and ratified by the client.

#### 6.4 Non-Performance

- 6.4.1 The Contractor will be required to achieve all Key Performance Indicators as agreed. Failure to achieve the required target for three of the four yearly quarters may result in the termination of the Contractor's contract.
- 6.4.2 In addition, failure to achieve the MLAP for any of the Key Performance Indicators, for three consecutive reporting periods may also result in the termination of the Contractor's contract.

KPI	Description	Aster Culture / vision	Calculation	Frequency of reporting	Target	Produced by
KPI 1	Overall Customer Satisfaction	Our Purpose - Everyone has a home	Collected by third party	Quarterly	90%	Aster
KPI 2	Number of Authorised variations	Our Approach - We are commercial	Value based upon pre-measure to final valuation		20%	Aster
KPI 3	Program progression	Our Approach - We are commercial	% of completed tasks v properties on plan		90%	Aster
KPI 4	Efficiency	Our Approach - We are commercial	Percentage of defect free handovers		95%	Aster
KPI 5	Accident Frequency rate (site and company wide)	Our People - Every ones contribution			<0.2	Contractor
KPI 6	Environmental Recovery Rate	Our Approach - We are commercial	% of site waste recycled		> 50%	Contractor
KPI 7	Nr of Apprentices	Our Growth - We are constantly learning			1 or more	Contractor
KPI 8	Percentage of local labour	Our People - Every ones contribution	Percentage of workforce that live within 50 miles of the contract area		10%	Contractor
KPI 9	Number of complaints	Our Approach - We are commercial			0	Aster
KPI 10	Number of compliments	Our Purpose - Everyone has a home			5 per year	Aster/ Contractor
KPI 11	Contract progression	Our Approach - We are commercial	Number of properties with work in progress		30 max	Aster
KPI 12	Introduction of innovative products/techniques	Our Growth - We are constantly learning			2 per year	Aster / Contractor
KPI 13	Number of defects on handover	Our Approach - We are commercial			0	Aster
KPI 14	Rectification of defects within timescale	Our Approach - We are commercial			100%	Aster
KPI 15	Support of local community events	Our People- Every ones contribution			1 per year	Contractor
KPI 16	Staff operative turnover	Our People - Every ones contribution			Less than 10%	Contractor
KPI 17	Workforce questionnaire	Our People - Every ones contribution	Satisfaction rating		90%	Contractor

### 7 Social Value

#### 7.1 Introduction

- 7.1.1 The purpose of this Part of the Tender submission is to provide Suppliers with a clear understanding of the scope of the Employment and Skill Plan (ESP) and how the various employment and skills areas relate to the contract.
- 7.1.2 It is recognised that what is possible to achieve in terms of employment and skills will vary during the contract. The Contractor will be required to provide a monthly report. This is to include an update of the ESP showing the achievements against each of the agreed Employment and Skills areas. It will also include a qualitative report providing details of the various employment and skills activities delivered in the month. This report will be reviewed at the contract meetings and form part of the contract review process. The overall performance against the ESP will form part of the post contract review and evaluation process. Evaluation will include
  - i. a review of the Contractor's achievements against the original ESP;
  - ii. its commitment to achieving the goals and
  - iii. any additional value-added contribution that the Contractor was able to deliver as an enhancement to the contract ESP. For example this could include the offering of training days and courses in "home maintenance" activities, or taster days for specific trades.
- 7.1.3 Suppliers are required to complete an ESP and the template is provided in Document 3 at Part 10. The Construction Skills benchmarks are set out on the following page. Guidance on the employment and skills areas and the form of the outputs is also provided.
- 7.1.4 Aster Group encourages the Suppliers to enhance proposals, if necessary, through the use of a third party agent to support and employ apprentices to this contract wherever appropriate.
- 7.1.5 Supplier must include the completed ESP as part of their Tender submission.

### 7.2 ConstructionSkills benchmark

Please refer to ConstructionSkills guidance for more information. Contractors should note the estimated annual value below and therefore band 1 has been highlighted for guidance on the following page.

Description	Estimated value, per annum
Cyclical decorations and associated works	Between £750,000.00 and £1,750,000.00

Employment and abilla area	Unit of	band 1	band 2	band 3	band 4	band 5	band 6	band 7	band 8	band 9
Employment and skills areas	measure	£1 - 3.5m	£3.5 - 6m	£6 - 10m	£10 - 15m	£15 - 20m	£20 - 30m	£30 - 40m	£40 - 50m	£50 - 60m
Work Placement (16+ years)	persons	3	4	6	8	9	11	14	15	16
Work Placement (14-16 years)	persons	0	0	0	1	1	1	2	2	2
Curriculum Support Activities	individual engagement	1	2	4	5	6	7	9	10	11
Graduates	persons	0	0	0	1	1	1	1	1	2
Apprentice Starts	persons	0	2	3	5	5	6	7	8	8
Existing apprentices	persons	2	2	3	4	5	6	6	7	8
Apprentice Completions	persons	0	0	2	2	3	4	4	5	5
Jobs Advertised Through Local Employment Vehicles	number	1	2	2	4	4	5	6	6	6
NVQ Starts for sub-contractors	persons	0	1	1	2	2	3	4	5	5
NVQ Completions for sub-contractors	persons	0	1	1	2	2	2	3	4	4
Training Plans for sub-contractors	number	1	1	2	2	2	2	2	2	2
Supervisor Training for sub-contractors	persons	1	1	1	2	2	2	2	2	2
Leadership and Management Training for Sub-contractors	persons	0	0	1	1	1	2	2	2	2
Advanced Health and Safety Training for Sub-contractors - persons	persons	1	1	1	1	2	2	2	2	2

# 7.3 Summary of the employment and skills areas

The purpose of this section is to provide outline details of the employment and skills areas that are contained within the Employment and Skills Plan. It also provides guidance on completing the output figures covering both monthly anticipated outputs and summary information.

Area	Description	Evidence	Outcome
Work Experience Placement (16+ years)	The work experience placements are to support young people in full-time further education to gain experience in the construction industry. This includes CBE Diplomas which are designed for 14-19 year olds and help prepare them for further study at university or employment in the Construction sector. Three levels of Diploma are available: Foundation, Higher and Advanced, all three of which incorporate work experience. Other construction courses include BTEC and full-time craft courses. The minimum duration of a work experience placement should be 10 working days.	Offer letter from either the project or employer detailing activity, plus attendance record and evaluation form	1 individual represents 1 outcome
Work Experience Placement (14-16 years)	The work experience placements are to support young people during their school education in years 10 and 11. This can include block placements as part of their statutory work experience placement or CBE diploma or BTEC courses. It can also include one day a week placement as part of a young apprenticeship or alternative curriculum. The minimum period is 5 days.	Offer letter from either the project or employer detailing activity, plus attendance record and evaluation form	1 individual represents 1 outcome
Curriculum Support Activities	This includes carrying out workshops within schools or on site with students from schools or colleges, enabling the student to understand the practical application of their studies.	Confirmation from education establishment of individual employee contribution to classroom- based or site-based workshop activity	1 individual involved in delivering a workshop activity represents 1 outcome
Graduates	This target describes employment opportunities in relation to the project for university students who have graduated within 3 years of the start of their employment. A search for courses can be made on <a href="https://www.bconstructive.co.uk">www.bconstructive.co.uk</a> and contact with higher education institutions offering the courses can be made through <a href="https://www.ucas.ac.uk">www.ucas.ac.uk</a> .	Copy of offer of employment from employer	1 individual represents 1 outcome

Area	Description	Evidence	Outcome
Apprentice Starts	This target describes recruitment of either traditional, specialist, displaced or adult apprentices to the project workforce. An apprenticeship outcome is defined as an individual pursuing a formal apprenticeship framework incorporating either NVQ level 2 or 3.	Apprenticeship registration documents	1 individual represents 1 outcome
Existing Apprentices	An apprentice who is working on the project who is already employed by a trade contractor or main contractor.	Apprenticeship registration number	1 individual represents 1 outcome
Apprentice Completions	This target describes completion of a formal apprenticeship framework incorporating either NVQ level 2 or 3.	Completion certificate	1 individual represents 1 outcome
Jobs Advertised Through Local Employment Vehicles	This target describes the identification by the PSC of job opportunities and the utilisation of Jobcentre Plus (JCP), local authorities or community groups to source potential employees.	Copy of completed vacancy template	1 individual represents 1 outcome
NVQ Starts for Sub- contractor	This target describes NVQ starts at levels 2, 3, 4 or 5 for individuals working in the project supply chain, not directly employed by the main contractor.	NVQ registration documents	1 individual represents 1 outcome
NVQ Completions for Sub-contractors	This target describes NVQ completions at levels 2, 3, 4 or 5 for individuals working in the project supply chain, not directly employed by the main contractor.	NVQ completion certificates	1 individual represents 1 outcome
Training Plans for Sub-contractors	This target describes each instance of the creation of a supply chain company training plan. Assistance with compiling a company training plan can be given by both Business Link and ConstructionSkills.	Company Training Plan	1 Company Training Plan represents 1 outcome
Supervisor Training for Sub-contractors	This target describes training activity leading to formal accreditation such as Institute of Leadership and Management (ILM) qualifications. Detailed information on ILM courses is available at <a href="https://www.i-l-m.com">www.i-l-m.com</a> . Courses delivered against this target must be at least one day in duration.	Completion certificate	1 individual represents 1 outcome
Leadership and Management Training for Sub- contractors	This target describes outputs involving individuals who wish to develop their leadership and management skills. Generic courses could include those linked with the Institute of Leadership and Management, Chartered Management Institute or alternatively training could be occupation specific. Courses delivered against this target must be at least one day in duration.	Completion certificate	1 individual represents 1 outcome
Advanced Health and Safety Training for Sub-contractors	Training which can be delivered against this target include SMSTS (5 day and refresher), SSSTS (2 day), NEBOSH (National Examination Board in Occupational Safety and Health) or IOSH courses (Institute of Occupational Safety and Health).	Completion certificate	1 individual represents 1 outcome

# 8 Appendices

The following documents are appended to this document and form part of the tender documentation:

- 1. Draft Form of Contract and Schedule of Amendments
- 2. Aster Group Standard Policies and Procedures
  - A. Data Protection, Privacy & Confidentiality Policy V6.01
  - B. Diversity and Inclusion Policy V6.00
  - C. Environmental Sustainability Policy V6.00
  - D. Gifts, Hospitality & Anti Bribery Policy V5.00
  - E. Anti Modern Slavery Policy V3.00
  - F. Data Breach Policy V4.01
  - G. Safeguarding Policy V5.03
  - H. Modern Slavery Clause V3.00
  - I. DPA information
    - i. Data Processing Agreement
    - ii. Guide to Completing DPA Template Contractors Providers
  - J. A Certificate of Completion Form
  - K. Non-disclosure Agreement
  - L. Aster Group Code of Conduct
  - M. HS Declaration
- 3. Technical specification
  - A. External Generic Cyclical Specification
  - B. Internal Generic Cyclical Specification
- 4. Scheule of Rates
  - A. Must be read
  - B. NHF version 8.0, Planned Module
  - C. Access drawings
- 5. Template for capturing decorations