

SCHEDULE 3

GENERAL CONDITIONS

Term Contract (including emergency call out)

for

General housing gas servicing and maintenance

and

Sheltered Housing Unit large scale boiler servicing and maintenance

3.01.00	DEFINITIONS
3.02.00	CONTRACTOR TO INFORM HIMSELF FULLY
3.03.00	DOCUMENTS ISSUED FOR TENDERING
3.04.00	CORRUPTION
3.05.00	CONTRACTORS OBJECTIONS
3.06.00	REGULATIONS ETC
3.07.00	PUBLIC LIABILITY
3.08.00	COMPLIANCE WITH BRITISH AND EUROPEAN STANDARDS
3.09.00	GOVERNMENT LEGISLATION
3.10.00	LOCAL AUTHORITY TESTS/APPROVAL
3.11.00	SUB-LETTING
3.12.00	LABOUR
3.13.00	MATERIALS
3.14.00	CONTRACTORS PLANT
3.15.00	INTERFERENCE SUPPRESSION OR CONTRACTORS EQUIPMENT
3.16.00	SITE MEETINGS
3.17.00	INTERRUPTION OF SERVICES
3.18.00	EXTERNAL CONNECTIONS
3.19.00	SPECIALIST TRADE ATTENDANCE OF EQUIPMENT
3.20.00	FIRE PRECAUTIONS

3.21.00	CLEARANCE OF SITE
3.22.00	SAFETY
3.23.00	CDM REGULATIONS
3.24.00	WORK WITHIN OCCUPIED BUILDINGS
3.25.00	NUISANCE
3.26.00	SECURITY
3.27.00	PROGRAMME
3.28.00	PHOTOGRAPHS
3.29.00	DEFAULT
3.30.00	COPYRIGHT
3.31.00	SCOPE OF THE WORKS
3.32.00	STANDARD COVER
3.33.00	RECORD SHEETS
3.34.00	COMMENCEMENT OF THE WORKS

SECTION 3 : GENERAL CONDITIONS

3.01.00 DEFINITIONS

3.01.01 General

Within this Specification the following words shall have the meanings herein assigned to them.

Writing: Any manuscript, typewritten or printed statement, under seal or hand, as the case may be.

Shall: shall mean mandatory.

Will: shall mean informative.

May: shall mean optional.

Words: Those importing the singular only shall also include the plural and vice versa.

3.01.02 Maintenance

Shall mean work undertaken in order to keep or restore plant and equipment in good order and to an acceptable standard which shall not be less than that necessary to meet statutory requirements. Furthermore, it shall be defined as; maintained in an efficient state and efficient working order and good repair which sustains the utility and value of the facilities and fit for use for the purposes of the Contract.

It shall include planned, preventive and corrective maintenance:

- a) Planned preventive maintenance being work directed to prevent the failure of any facility and be carried out within the life of the facility to ensure its continued operation.
- b) Planned corrective maintenance shall be work performed to restore a facility to efficient working order or to an efficient state.
- c) Predictable maintenance shall be that which is regular periodical work to that may be

necessary to retain the performance characteristic of a product or plant or equipment or its component as well as that required to replace or repair it after it has achieved a useful life span.

The prime aim of such maintenance shall be to:

- (i) Keep the plant and equipment scheduled therein in its initial state as far as practicable so that it effectively serves its purpose and fulfils the functions required of it
- (ii) Maintain a good appearance and value of investment
- (iii) Ensure the safety of occupants, visitors and the general public

3.01.03 Servicing

Shall mean the cleaning and day to day regular attendance upon all plant and equipment described as being required, or necessary by the material manufacturer, or designer to maintain it, or any part thereof in regular use and condition fit for the intended purpose and use shall include all periodical and regular lubrication, greasing, replacement of component parts, filters, plugs or topping up of any bottle of reservoir or container or packing any gland or grease any nipple and such moving parts or any other part designed or requiring such servicing or frequent attention to enable its correct safe operation or use suitable for the purpose intended or where failure to perform such can result in maintenance work.

3.01.04 Plant

Shall mean all apparatus or equipment either mechanical or electrical or hydraulic or pneumatic or steam driven or any other which has been installed or fitted together with its distribution trunking, ducting, housing, cover, cladding, lagging and all pipework serving any or part of any plant and any such plant or equipment not specifically mentioned, provided it can be reasonably inferred or considered to be such irrespective of its function, use, need or service.

3.01.05 Repair Work

Shall mean the permanent making good, reinstatement, re-introduction or return to working order fit for its intended or original use or the restoration of plant equipment component or any element or facility thereof to an acceptable standard, finish, appearance or state of efficiency to enable its correct operation capable of fulfilling its function and use.

3.01.06 Renewal and Replacement

Shall mean the removal and replacement of any item or any part, attachment, component, piece, element or aspect of any material, plant, equipment or any of its elements or any fitting or fixture attached thereto sufficient to return that item to a good sound acceptable safe working order/appearance/finish/condition/state fit for the purpose intended or originally used and able to fulfil its function.

3.02.00 Contractor to Inform Himself Fully

The Contractor shall be deemed to have examined the Sites, this specification and associated Schedules. No extra cost will be allowed for ignorance due to the Contractor's negligence in this respect.

The Contractor shall be deemed to have visited the Sites prior to submission of his Tender and to have satisfied himself as to local conditions, accessibility, nature and layout of the site and all other matters which might in any way affect his Tender price.

3.03.00 Documents Issued For Tendering

The Contractor shall treat the details shown on the Schedules and in this Specification and the attached documents as confidential and shall return them to the Contract Administrator upon being advised that his Tender has not been successful. The successful Contractor shall retain the documents for use as Contract Documents.

3.04.00 Corruption

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give any person any gift, consideration, or bribe of any kind as an inducement or reward for doing, forbearing to do, or having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other Contract.

3.05.00 Contractor's Objections

In the event of anything described in this Specification or other relevant documents being in the opinion of the Contractor unsuitable, undesirable or inconsistent with his guarantee and responsibilities under the Contract he shall draw the Contract Administrator's attention to such matters at the time of tender. In the case of documents or instructions issued after the time of tendering he shall draw the Contract Administrator's attention to them immediately upon receipt of such documents or instructions and prior to the commencement of any part of the works affected thereby.

3.06.00 Regulations, Etc

The whole of the Works shall be executed in strict conformity with the requirements of the Health and Safety Regulations, Factory Acts, Local Authority and other Bodies concerned except insofar as this Specification may expressly make other arrangements.

The Works included in this Contract shall be carried out in accordance with the Regulation, etc. listed below and elsewhere in this Specification as are current at the Date of Tender.

- i) Relevant sections of the Health and Safety at Work etc. Act 1974
- ii) Relevant sections of the Factories Act.
- iii) By-Laws and Regulations of the Local Authority and any other Municipal Authorities, having jurisdiction.
- iv) Requirements of the Water Supply (Water fittings) Regulations 1999
- v) Requirements of British Gas.
- vi) Requirements of the local Electricity Company.
- vii) Specifications and Codes of Practice of the British Standards Institution.
- viii) BS 7671 Requirements for Electrical Installations 2008 and Amendments.
- ix) Regulations and Requirements of the local Fire Brigade.
- x) The Electricity at Work Regulations.
- xi) Pressure Vessel Regulations Act 1990.
- xii) Gas Safety (Installation and Use) Regulations 1998 and Amendments.
- xiii) Pressure Systems & Transportable Gas Containers Regulation 1989
- xiv) The CDM Regulations

3.07.00 Public Liability

It is a requirement of Tendring District Council that the Contractor holds minimum public liability cover of **£10,000,000 (Ten million pounds)** and the Contractor will be required to present their Certificate prior to the letting of this Contract.

3.08.00 Compliance With British And European Standards

Except where otherwise specified all the work in the Contract to which this Specification applies shall conform with the relevant provisions of the appropriate British Standards or British Standards Codes of Practice in being at the Date of Tender. They shall also deem to include any equivalent European Standard set now or in the future

The Contractor shall also comply with any relevant British or European Standard Specification, or amendment thereto that may be issued subsequent to the acceptance of his Tender, provided that the part (or parts) of the work affected have not already been completed. Where any part of the Works has been completed the contractor must inform the Contract Administrator so that a decision may be reached as to the procedure to be adopted.

3.09.00 Government Legislation

The Contractor shall tender in accordance with all current Legislation which affects the running of Contracts and abide by such legislation as may come into force during the period of the Contract.

3.10.00 Local Authority Tests/Approvals

The Contractor shall comply with and give all notices required by any Act of Parliament, Regulations or By-Laws of any Local Authority, Public Services Company or Statutory Body who may have any jurisdiction with regard to the Works or whose systems, are or will be connected, and he shall pay and indemnify the Employer against any fees or charges legally demandable under such Act of Parliament, Regulations or By-Laws in respect of the Works. No extra charge will be allowed due to failure in allowing for this requirement.

3.11.00 Sub-Letting

Where it is normal trade practice that certain sections of the Contract could be sub-let, the Contractor will be permitted in principle to so sub-let to Specialist Firms subject to prior approval of the Contract Administrator in response to a written request from the Contractor.

Notwithstanding the Contract Administrator's approval regarding sub-letting the Contractor shall take full responsibility for all the works carried out by his Sub-Contractor/s and shall be responsible for ensuring that they comply in all respects with the requirements of the conditions applicable to this project.

3.12.00 Labour

The Contractor shall take all precautions necessary to restrict the area of his Works to the immediate vicinity of the work involved under this Contract and shall not allow his workmen to stray beyond the boundaries of the Works. The Contractor, his operatives or any other employees of specialists associated with the Works will be prohibited from entering any room, department or part of the Employer's premises on the Site other than part where the Works are situated.

No extra cost for overtime working will be payable unless the Contract Administrator has issued an instruction in writing for such working.

Should there be any requirement in the Particular Specification for the Contractor to carry out any work outside normal working hours he shall be deemed to have included in his Tender for all non-productive time related to such working. He shall also ensure that he gives the Employer due notice of the periods at which such working will require to be carried out.

The Contractor shall be responsible throughout the Contract for ensuring that the trade custom and local practice is followed in the employment of the appropriate grades of operatives. Not more than one apprentice or semi-skilled assistant shall be employed for each full-rate tradesman.

3.13.00 Materials

Where the quality of materials is not specified they shall be the best of their respective kinds and samples or full details may be required by the Contract Administrator for approval before use. All equipment and materials shall be new and the Contractor shall ensure that no materials are fitted which show signs of corrosion or faults or are damaged in any way.

In the event that the Contractor does not comply with the requirements of this Clause he shall be fully responsible for all costs arising from the substitution of new materials for unacceptable items.

The Contractor shall include for all charges associated with the packing, carriage and delivery of all goods forwarded direct to the Site by whatever means of transport adopted by the supplier and shall also arrange for the return of all empty cases, cable drums, etc. where deposit costs are involved or alternatively for the disposal of all disposable packing, etc.

The Contractor shall be fully responsible for the off-loading, handling and placing into position of all equipment supplied by him for this Contract.

The Contractor shall provide adequate safe storage and protection for all new materials and equipment provided and/or installed by him.

Machined and bright surfaces shall be protected by paint, tallow or grease where this has not been carried out by others or has become defaced or removed in transit. On completion surfaces so coated shall be cleaned and, where appropriate, polished.

3.14.00 Contractors Plant

Unless specific arrangements are made to the contrary the Contractor shall, at his own expense, provide all materials, labour, haulage, tools, implements, instruments, machinery and apparatus necessary to execute and complete the Works covered by this Specification and associated Schedules.

3.15.00 Interference Suppression Of Contractor's Equipment

All equipment used by the Contractor for the Works shall be suppressed to comply with BS 800 so as to cause no interference with radio, television or electronic equipment in use in the Buildings or adjoining Buildings.

3.16.00 Site Meetings

The Contractor shall attend Site Meetings as required by the Contract Administrator.

3.17.00 Interruption Of Services

The Contractor shall not, without received written permission from the Contract Administrator, interface with or interrupt in any way the operation of any existing services to other operational buildings and, in the case of work of statutory Authorities or adjoining private owners, without the permission of such Authorities or owners.

Any permission given by the Contract Administrator will be "in principle" and the Contractor remains responsible for making all necessary arrangements with those affected by the interruption of the Service and shall comply with their requirements as to the time and period of such interruption bringing to the attention of the Contract Administrator any difficulties which arise and which prevent the Contractor proceeding with the Works as specified.

In the event of any costs or charges arising from the failure of the Contractor to so negotiate these shall be his entire responsibility.

3.18.00 External Connections

Before putting any plant into operation the Contractor shall satisfy as to the correctness of all connection between any plant and apparatus that is maintained under this Contract.

3.19.00 Specialist Trade Attendance Of Equipment

The Contractor shall arrange and make all payments for Specialist tradesmen to visit the Site, adjust and put into working order all items of Specialist Equipment as detailed in the Specification.

3.20.00 Fire Precautions

The Contractor shall co-operate in all matters concerned with fire precautions and shall take all reasonable precautions to avoid the outbreak of fire. The Council operates a "NO SMOKING" Policy in all of its building which must be fully observed. All fire escape routes shall be kept unobstructed especially fire exit doors.

Smoke and heat detectors are installed throughout most of the Councils premises and it is important to ensure that staff are made aware of this prior to work commencing to prevent activation of the fire alarms.

Activities which involve "Hot Work" will require the fire detectors to be isolated.

"Hot Works" certificates will need to be signed prior to works starting and supervision will be provided by the Contract Administrator or his representative throughout the works where the fire detectors have been isolated.

When work necessitates the use of naked flame in any locations having a high fire risk, either resultant upon the building structure or the materials installed or being installed therein, a portable fire extinguisher shall be readily available. Provision of such extinguisher is the responsibility of the Contractor.

The Contractor shall, at the end of each day's work, arrange for all cylinders containing flammable gas such as acetylene, propane, butane or other similar gas to be collected and removed from site.

3.21.00 Clearance Of Site

The Contractor shall organise his work in a tidy manner and arrange for all redundant materials, packing and rubbish to be collected together and disposed of immediately.

3.22.00 Safety

Safe operation of the plant and its immediate environment is a fundamental part of good maintenance practice and should be taken into account at all times. Ventilation and adequate lighting and accessibility are essential in boiler houses and plant rooms and any deficiencies in these areas should be brought to the Contract Administrators attention immediately.

The Contractor shall comply with all relevant enactments, regulations and working rules and use products, methods of work and protective measures which will minimise health and safety hazards.

Suitable safety/protective clothing and apparatus in accordance with the appropriate regulations shall be provided to and worn at all times by the Contractors staff when carrying out operations on plant and systems.

3.23.00 Construction (Design and Management) Regulations 2015

The Works for the annual maintenance of the heating and ventilating plant within the Council properties is a Termed Maintenance Contract comprising many small projects over the course of the Contract, some routine and planned with others emergency and unplanned. As such the

Council considers that the Termed Maintenance Contract as a whole is not notifiable under the CDM Regulations. However, during the course of the Contract there may be individual Projects required of the Contractor under the Contract either planned or unplanned where notification is required. In such instances the Contractor shall notify the Contract Administrator who shall notify the HSE in accordance with the CDM Regulations.

In the event that the Contractor appoints a sub-contractor, the Contractor will become the Principal Contractor for the Project in accordance with the CDM Regulations.

The Contractor shall make due allowance in his Tender for fully complying with the CDM Regulations.

The Contractor shall provide to the Contract Administrator a copy of the company safety plan with respect to the maintenance of building services in occupied buildings.

The plan shall include the following information:

- (i) The Companies Health and Safety Policy
- (ii) The Companies Management Structure
- (iii) Emergency Procedures
- (iv) Standard Health and Safety Risk Assessment Sheets incorporating the control measures/actions required for all processes/operations likely to be required for the works.
- (v) COSHH Material Assessment Record Sheets for all materials likely to be required for the works and having a potential hazard.

3.24.00 Work In Occupied Buildings

When works are to be undertaken in an occupied building the Contractor shall take particular care to ensure that a minimum of interference to the occupants occurs.

The contractor shall inform the Sheltered Scheme Surveyor / Careline at least 7 Days prior to any scheduled works being carried out, and in any event inform the Sheltered Scheme Surveyor /Careline at the start of any works on site, and each time of entering or leaving the site.

In particular he shall comply with the following:

- (i) Resources

Before commencing any works the Contractor shall ensure that he has adequate resources with respect to labour and materials to complete the works as planned.

- (ii) Toilet Facilities

The Contractor shall ensure that occupied buildings are at all time provided with suitable toilet facilities during maintenance works. This shall be arranged by the implementation of one of the following:

- (a) carrying out necessary works out of occupied hours
- (b) phasing of works in multi toileted buildings so that only 1 facility is out of action at any one time.
- (c) providing alternative temporary accommodation
- (iii) Drinking Water

Similarly the Contractor shall ensure that occupied buildings are always provided with drinking water.

(iv) Domestic HWS

The similarly Contractor shall ensure that occupied buildings are always provided with domestic hot water.

(v) Notices

The Contractor shall provide all necessary notices to ensure safety of the occupants.

The Contractor shall provide all necessary warning notices to advise the occupants of a building that facilities are temporarily out of action.

The notices shall indicate both the reasons and the period of the works.

3.25.00 Nuisance

The Contractor shall take all steps to prevent nuisance from smoke dust and other causes.

The use of radios by the Contractor or his Sub Contractors or operatives shall not be permitted.

3.26.00 Security

The Contractor shall be responsible for maintaining security measures during the extent of any works. These shall include both specific plant areas and buildings as a whole when the Contractor is operating either outside normal hours or in an occupied building.

The Contractors staff shall at all times wear Company overalls/clothing and carry photographic identity with the operative's name and company clearly identified.

The visiting Contractor shall notify the Sheltered Scheme Surveyor and or Careline when attending site for callouts and maintenance.

The Contractor shall note that in some locations CCTV systems maybe installed for security reasons.

3.27.00 Programme

Following a meeting with and agreement by the Contract Administrator the appointed Contractor shall submit a detailed annual programme for the works showing all routine and planned maintenance activities for all the plant scheduled herein.

Generally where the planned maintenance for heating and ventilation plant involves a major shut down of heating plant then this work shall be carried out during the summer between 1st May and 1st October.

3.28.00 Photographs

No photographs shall be taken of the Works without the permission of the Contract Administrator, nor shall photographs or descriptive matter concerning the Works be published without the consent of the Contract Administrator.

3.29.00 Default

If in the opinion of the Contract Administrator, the Contractor is not carrying out the maintenance in accordance with the Contract, the Contract Administrator will write to the Contractor advising him of the situation and the areas of concern.

The Contractor will have 14 days from receipt of the notification to rectify the same to the full satisfaction of the Contract Administrator.

Failure to satisfactorily address the situation or repeated occurrences may have dire consequences including the works being carried out by an alternative Contractor and contra charge to the Contractor and in the extreme resulting in determination of the Contract by the Council.

3.30.00 Copyright

The Specifications and Drawings shall be confidential, and the Contractor shall not show these to third parties without permission, or use them in any way not connected with the execution of the Contract.

3.31.00 SCOPE OF THE WORKS

The Schedules detail the inspection and routine maintenance tasks required together with the frequency for each defined item of plant. The Contractor shall undertake the inspection and maintenance tasks as scheduled within the frequency specified. Each site visit and operation shall be recorded in the particular log book for the site. The Contractor shall note that reference may be required to manufacturer's standard maintenance regimes and the Contractor shall comply fully with all necessary recommendations.

The maintenance sheets do not detail system or plant set control points and the Contractor shall generally utilise manufacturers or industry standards when setting up or adjusting control settings. Where existing site information is available on control settings these shall be adhered to in preference to standard settings and recorded on the appropriate form. All settings shall be recorded in the log book which shall be updated if modifications are implemented. Should the Contractor come across any item of plant that does not appear in the Maintenance Schedules and does not therefore have a sheet number or corresponding price for the maintenance he shall:

- (i) Produce a maintenance sheet in the same format as those included.
- (ii) Advise the contract administrator by providing the sheet and corresponding price for the maintenance works.

3.32.0 EMERGENCY COVER

The Contractor shall provide 24 hour emergency call out cover with respect to the plant scheduled herein.

The Contractor shall provide 2 alternative telephone numbers with respect to the above. The Contractor shall note that an answerphone service will not be acceptable. Upon receipt of an emergency call out the Contractor shall respond by having a competent engineer on site within 2 hours. The Contractor shall include in his costs the first 2 hours on site and associated travelling time and expenses for any such call outs. All additional time and the cost of materials shall be paid at the agreed terms.

3.33.0 STANDRD COVER

The Contractor shall provide standard maintenance cover for the plant scheduled herein. Upon receipt of a standard call out the Contractor shall respond within 24 hours. The Contractor shall include in his costs the first 2 hours on site and associated travelling time and expenses for any such call outs.

3.44.00 RECORD SHEETS

The Contractor shall produce maintenance record sheets using the schedules contained herein to provide a written checklist of the tasks undertaken and the dates performed for each item of plant. Duplicate copies shall be made with one copy retained on site in a logbook and the other forwarded to the Contract Administrator. The Contractor shall complete the relevant maintenance record for each building. The original shall be retained in the site logbook with a copy retained at the contractor's office.

3.35.0 COMMENCEMENT OF WORK

The Contractor shall undertake all maintenance operations with intervals of 12 months or more within the first 12 months of the contract period.