

ADVANTAGE SOUTH WEST

Invitation to Tender

for a framework for the provision of

Asbestos ACM Removals and associated services
and associated works

Invitation to Tender ref:
DN509548

Submit by:
10am on 14th December 2020



CORNWALL
HOUSING



LiveWest



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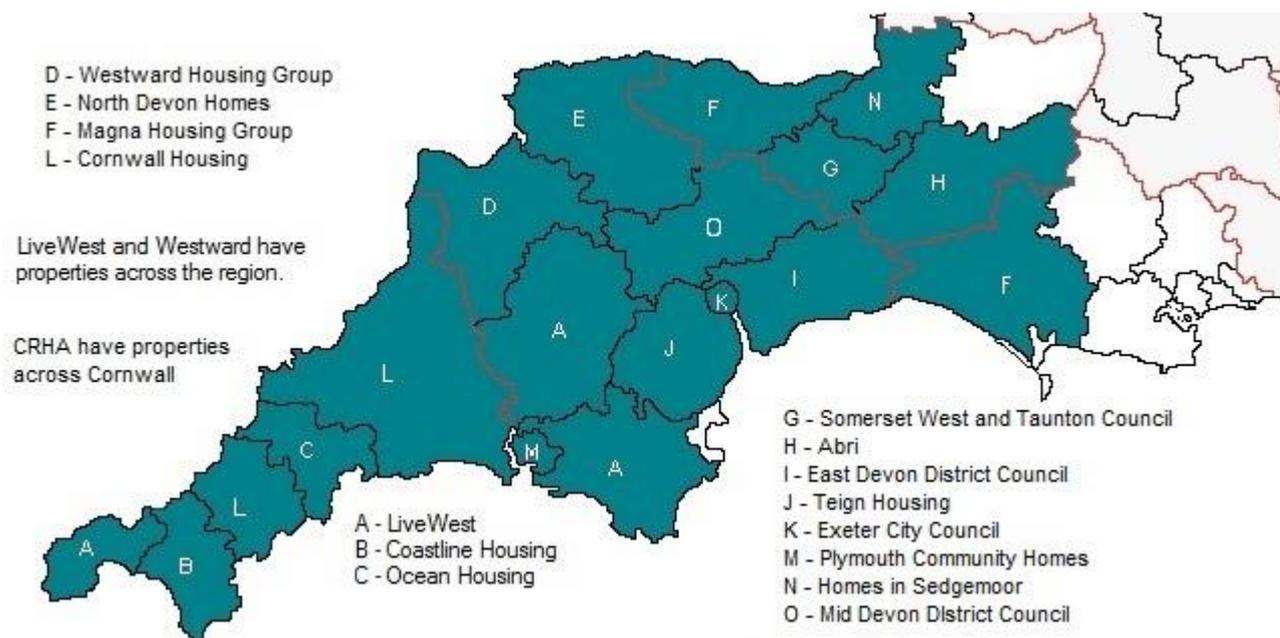
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1. ABOUT ADVANTAGE SOUTH WEST

1.1 Advantage South West is a limited liability partnership formed in 2004 by four Registered Providers (LiveWest, North Devon Homes, Ocean Housing and Abri). Part of Advantage South West's business is a procurement consortium which arranges "frameworks" and "dynamic purchasing systems" that registered social housing providers (including local authorities) can access. The current Members of the procurement consortium are:

- Abri
- Coastline Housing
- Cornwall Housing
- East Devon District Council
- Exeter City Council
- Homes in Sedgemoor
- LiveWest
- Magna Housing Group
- Mid Devon District Council
- North Devon Homes
- Ocean Housing
- Plymouth Community Homes
- Somerset West and Taunton Council
- Teign Housing
- Westward Housing Group

1.2 Our Members own approximately 150,000 properties which are located within the South West of England. The map below indicates their main operating areas.



- 1.3 DCH merged with Knightstone Housing in 2018 and the combined business is now called LiveWest. The map shows LiveWest's ex-DCH stock; its ex-Knightstone stock is mainly located in Somerset, South Gloucestershire and Bristol.
- 1.4 Abri is the new name for the Radian Group and includes what was Yarlinton Housing, who joined the Radian Group in 2019. Abri's stock extends throughout the south central part of England.
- 1.5 Advantage South West's role is to act as a facilitator in establishing and managing procurement and frameworks. It does not buy or order any materials or services on behalf of its Members or other organisations: Members will procure contract services by awarding Contracts within the established frameworks and will be invoiced directly by suppliers / contractors / merchants as applicable.

2. **SUMMARY**

2.1. Overview of our requirement

- 2.1.1. Advantage South West is seeking to select, by a competitive tendering process, companies who will be awarded a 4-year Framework starting in March 2021 from which Members will award Contracts for the provision of asbestos removals and associated works and associated services to Members.
- 2.1.2. To ensure that we have sufficient financial headroom in this framework we have advertised it for £20m over its duration. This may be achieved should organisations who are not currently part of Advantage South West seek to access the framework.
- 2.1.3. For Members the main benefits are a quicker compliant tendering process and a more certain supply market.
- 2.1.4. For suppliers on the framework the main benefits are that they will have more chance of winning business from the Members; and the tenders they have to submit have a more consistent format and lower level of information requirement.
- 2.1.5. The experience within the south west is that housing providers are growing their internal workforces, including in the removals of certain ACM. Therefore not every Member will access this framework
- 2.1.6. Some Members have existing formal arrangements which will continue. Those Members will have the option of accessing our framework in the future.
- 2.1.7. Work for Advantage South West Members listed in this ITT will not require a rebate to be paid to Advantage South West. However the framework will be made available to organisations which are

not currently Members, there would be a rebate payable for these but you are not to include any rebate in your tendered prices, these would be added to the rates should the need arise.

- 2.1.8. During the duration of the framework it will be possible for companies on the framework to add postcodes as their businesses grow.
- 2.1.9. It will not be possible to obtain prices for every type of service that Members may wish to specify over the duration of the framework so please be aware that we will require the successful tenderer to add similar services to the framework during its duration.
- 2.1.10. Advantage South West's Members cover a wide geographical area. Tenderers do not need to be able to cover all of this geography but can indicate the postcodes that they would be able to service. For this reason, we are not splitting the framework into geographical "Lots": this postcode indication is to encourage small and medium companies to participate. Therefore at this stage we are unable to specify how many companies will be on the framework.

2.2. The framework creation process

- 2.2.1. We have chosen to use a single-stage "open" process to create this multi-supplier framework.
- 2.2.2. An Open process means that we do not pre-qualify companies: you are invited to submit your pricing and responses to our questions about how you would undertake work from this framework.
- 2.2.3. Within this invitation to tender there are "exclusion and selection criteria". These are included so that we can be confident that tenderers have the capacity and capability to work on our framework.
- 2.2.4. We reserve the right to either (a) assess the exclusion and selection criteria *in advance* of analysing the tenders, with only those companies which meet our minimum requirements proceeding to have their tenders analysed; or (b) assess the exclusion and selection criteria *following* the analysis of tenders, and only for those companies that have scored sufficiently highly to be awarded a place on one or more of the Lots and companies who have submitted the lowest prices.
- 2.2.5. Pricing for this Framework is to be based upon the schedules of rates and cost models provided. Submitted prices which are not split down as required may be excluded. Prices tendered will be used to score the tenders and will be used as the benchmark rate for further mini-competitions from the framework.

2.3. The contract award process

- 2.3.1. Following the creation of the Framework Members that so desire can use the Framework as the basis for their contract award.
- 2.3.2. Those Members that wish to access the framework will:
 - 2.3.2.1. select the first placed company on the framework (for their geography);
 - 2.3.2.2. run a desktop pricing exercise with Advantage South West based on their predicted volumes against prices submitted in the framework creation process; or
 - 2.3.2.3. run a "mini-competition" that will more precisely define their requirements and their price/quality criteria and weightings.
- 2.3.3. Contracts from mini-competitions will be awarded according to the most economically advantageous tender. How Members identify this will be contained within their mini-competition documentation, but generally will include more precisely formulated terms and other terms referred to in this invitation to tender. Members may choose to appoint more than one framework company from the mini-competition process. This will be identified in the mini-competition documentation.
- 2.3.4. Members will be able to "lot" their mini-competitions, for example by postcode or by a quantity of properties. If they choose to "lot" their mini-competitions, they will detail within their documentation the number of "lots" that a company can tender for, and whether there is a limit on the number of "lots" that a company can be awarded. Equally Members may require one contractor to undertake work across a wide geography and can specify this within their mini-competition documentation.
- 2.3.5. Members will benchmark tenders received at the mini-competition stage with the prices received at the framework creation stage. Subject to CPI annual price increments on the framework prices,

prices tendered must not exceed the framework creation prices unless the Member has added to the specification. Framework companies whose mini-competition prices exceed their framework creation prices (without sufficient justification) may be removed from the framework.

- 2.3.6. We have specified a comparatively low minimum turnover requirement for the potential spend on this framework to help SME access. Please note that Members with large removal spends may choose to apply higher turnover threshold requirements that are appropriate for their requirements within their mini-competitions.
- 2.3.7. Members may require framework contractors to submit health and safety information during tendering or prior to receiving contract offers. Companies that do not meet the H&S requirements may not be awarded contracts by that Member.

2.4. Commercial Requirements

- 2.4.1. You must provide all the information requested in the Submission Requirements. Failure to do so may disqualify your tender
- 2.4.2. All prices shall be fixed in pounds sterling delivered to the relevant locations and be inclusive of all duties. All prices shall be exclusive of VAT.
- 2.4.3. In order for us to assess comparative costs and technical content, you are required to provide a tender in accordance with this specification. This does not preclude you from providing alternative specifications but any deviations from this specification must be identified as alternative options.
- 2.4.4. We shall not be bound to accept the lowest tender submission or any tender submission.
- 2.4.5. We shall not be responsible for or pay any expenses or losses which may have been incurred in the preparation of your tender. You shall not include any standard conditions by a general reference thereto or incorporate their own stationery with any conditions written or printed.
- 2.4.6. Your tender must remain valid for a period of at least six months.

2.5. Contractual Requirements

- 2.5.1. All Framework contractual requirements are contained within this document.
- 2.5.2. This Framework Agreement and any subsequent Contracts will be governed by English law and are subject to the exclusive jurisdiction of the English Courts.
- 2.5.3. We may by written notice cancel the Framework Agreement and any subsequent Contracts and recover any resulting loss from you if you, your employees, agents or subcontractors with or without your knowledge has offered, given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining of this or any other contract with us or for showing favour or not showing disfavour to any person in relation to this or any other contract with us.
- 2.5.4. We may by written notice cancel the Framework Agreement and any subsequent Contracts and recover any resulting loss from you if you, your employees, agents or subcontractors with or without your knowledge has committed an offence under the Prevention of Corruption Acts 1889 to 1916.
- 2.5.5. You shall comply with the meaning and the scope of the provisions of
 - 2.5.5.1. the Equality Act 2010,
 - 2.5.5.2. the Health and Safety at Work Act 1974,
 - 2.5.5.3. the Management of Health & Safety at Work Regulations 1999
 - 2.5.5.4. the Consumer Protection Act 1987
 - 2.5.5.5. the General Data Protection Regulation 2016/679
 - 2.5.5.6. and any other statutory modifications or enactments thereby and all other legislation.
- 2.5.6. We may by written notice remove you from the Framework Agreement and any subsequent Contracts if you become bankrupt or being a company go into liquidation (other than for purposes of

amalgamation or reconstruction) or suffer a receiver to be appointed or has an administration order made on you.

- 2.5.7. It may not be possible to obtain prices for every single different service that Members may wish to specify over the duration of the framework, so please be aware that we reserve the right to add services that fall broadly within the scope of this framework to the Framework Agreement and any subsequent Contracts during its duration (or the duration of any Contracts awarded from the framework).

2.6. Questions and Additional Information

2.6.1. For additional information please use the Question & Answer functionality of www.advantageswtenders.co.uk.

2.6.2. We cannot guarantee that questions asked less than 5 working days from the tender submission date will be answered.

3. **SUBMISSION REQUIREMENTS**

3.1. General

3.1.1. Your tender is to follow the format laid down in the accompanying template tender document.

3.1.2. In addition to any other format your tender response must be provided in Microsoft Word compatible format.

3.1.3. Your tender must be valid for a period of 6 months.

3.2. Pricing

3.2.1. Your price must be valid for a period of 6 months.

3.3. Tender Submission

3.3.1. You must submit your tender using the www.advantageswtenders.co.uk portal. This is hosted by Due North.

3.3.2. Your tender must be submitted by **10am on 14/12/20 2020**.

3.3.3. You are not required to submit a paper copy of your tender.

3.3.4. Failure to follow these instructions may disqualify your tender.

4. **SUBMISSION CONDITIONS**

4.1. Submission

4.1.1. The submission of a tender shall be on the basis that you have satisfied yourself as regards all conditions likely to affect the execution of the Framework Agreement. No claim by you for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of all such matters.

4.1.2. You shall be deemed to have satisfied yourselves before submitting your tender as to the correctness and sufficiency of your tender for the work and the prices shall cover all obligations under the contract and all matters and things necessary for the proper execution of the Framework Agreement.

4.2. Source of Origin

4.2.1. In the case of imported goods, prices must include delivery, duty paid and must remain firm and fixed and not be subject to escalation or amendment through any variation in currency exchange rates and taxation.

4.3. Initial Confidentiality

4.3.1. All recipients of this Invitation to Tender for the proposed framework must treat the details of the documents as strictly Private and Confidential (whether they submit a tender or not).

4.4. Contractual Conditions

4.4.1. Conditions for the framework will be as detailed in Schedule 7 – Framework Agreement Terms and Conditions.

4.5. Tenderer self-exclusion

4.5.1. A tenderer who withdraws from the procurement process at any stage will be considered to have definitively excluded themselves from the process.

4.6. Sub-contracting

4.6.1. Tenderers are required to undertake the works themselves except for specific specialist work that might be required (eg scaffolding).

5. REQUIRED INFORMATION AND TENDER FORMAT

5.1. Please submit your tender in the format provided in the “Template Tender Document”. Failure to do so may disqualify your tender.

5.2. Please ensure that all information for analysis is included within the space provided for the relevant response.

5.3. We reserve the right to seek clarification on any issue contained within documents submitted by tenderers.

Schedules

Schedule 1 – Change Control

V1	10/11/20	First issue
V2	26/11/20	Price element corrected to 60%

Schedule 2 – Postcodes

1. Tenderers are not required to be able to cover all of the areas of Advantage South West members. You are to detail the postcodes in which you are able to provide services by using the table in Section 2 of the Template Tender Document. Please note that some Clients will have a very wide geographical spread and that they reserve the right to invite to tender in mini-competitions only those framework companies who can service all of their areas.

Schedule 3 – Summary of Key Dates

Completed tenders to be returned by	10am 14 December 2020
Framework commences	March 2021

These dates may be subject to change (notification will be provided)

Schedule 4 – Pricing

1. Please provide your pricing as specified in Section 4 of the Template Tender Document.

2. Inclusions

- 2.1. Prices are to include everything necessary to provide the ACM removal and disposal service as detailed in the specification, performance management and performance conditions, including but not limited to overhead recovery, profit, PPE, enclosures and control measures.
- 2.2. Note that within the pricing matrix tenderers are required to provide a price to attend site and then an additional price for work to be undertaken once on site.
3. Price Changes
- 3.1. Prices are to be fixed until 31/3/2022.
- 3.2. Any increase in price will be limited to a maximum of Consumer Price Index annual change applicable from 1st April in any year. Index used will be the published index for the December prior to the April.

Schedule 5 – Qualitative Questions

Please respond to these questions in Section 5 of your tender submission

5.1	<p><u>Response times</u></p> <p>Please describe how you will meet the service response times detailed within the Specification's Performance Requirements.</p> <p>Max 1 page A4</p>
5.2	<p><u>Support and communication with landlord</u></p> <p>Please provide details including evidence of your organisation's methods of communications with Clients (landlord's staff). Please detail how the account will be managed including names of account managers and single points of contact.</p> <p>Max 2 pages A4.</p> <p>Actual examples of reports, screenshots or outputs of online portals and data can be provided as appendices. Actual examples of reports, screenshots or outputs of online portal and data can be provided as appendices.</p>
5.3	<p><u>Support and communication with tenant</u></p> <p>Please explain the process for making appointments, gaining access to occupied properties within the timescales required by the Specification and engaging with tenants around the removal of asbestos within their home. Please include any innovative measures adopted in response to communication difficulties experienced on previous contracts.</p> <p>Max 2 pages A4.</p> <p>Actual examples of communications can be provided as appendices.</p>
5.4	<p><u>Skills and Training</u></p> <p>With reference to the requirements of the specification please provide details of staff skills, qualifications, training and accreditations for those staff who would be directly involved in the provision of services.</p> <p>Max 1 pages A4.</p> <p>Please include a training matrix as an appendix and note that we require focused responses and do not wish to read multiple CVs looking for relevant information.</p>
5.5	<p>Please detail the current and maximum number of ACM removal operatives that you could make available for this framework.</p> <p><i>(For information only)</i></p>

	<p>Please provide an organisational structure.</p> <p>Please provide details of the number of employed operatives that you have living in each of the following postal areas who might be used on this framework:</p> <table border="1"> <thead> <tr> <th>Area</th> <th>Surveyors</th> <th>Area</th> <th>Surveyors</th> </tr> </thead> <tbody> <tr> <td>BA</td> <td></td> <td>RG</td> <td></td> </tr> <tr> <td>BH</td> <td></td> <td>SN</td> <td></td> </tr> <tr> <td>BS</td> <td></td> <td>SO</td> <td></td> </tr> <tr> <td>DT</td> <td></td> <td>SP</td> <td></td> </tr> <tr> <td>EX</td> <td></td> <td>TA</td> <td></td> </tr> <tr> <td>GU</td> <td></td> <td>TR</td> <td></td> </tr> <tr> <td>PL</td> <td></td> <td>TQ</td> <td></td> </tr> <tr> <td>PO</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Max 2 page A4</p>	Area	Surveyors	Area	Surveyors	BA		RG		BH		SN		BS		SO		DT		SP		EX		TA		GU		TR		PL		TQ		PO			
Area	Surveyors	Area	Surveyors																																		
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EX		TA																																			
GU		TR																																			
PL		TQ																																			
PO																																					
5.6	<p><u>Issue resolution</u></p> <p>How will you deal with problems and complaints ensuring that they are resolved expediently and to the satisfaction of all affected parties?</p> <p>Max 1 pages A4</p>																																				
5.7	<p><u>Code of conduct</u></p> <p>Please provide evidence of how your organisation currently ensures that the behaviour of on-site operatives is conducive with working in and around occupied properties and how this is monitored on existing contracts.</p> <p>Max 1 pages A4</p>																																				
5.8	<p><u>Safeguarding</u></p> <p>Please confirm that if successful you will become a signatory to the Chartered Institute of Housing's Make a Stand initiative (http://www.cih.org/makeastand). Please provide a copy of your Safeguarding Policy. If you do not have a Safeguarding Policy please confirm that you will adopt the Client's Safeguarding Policy.</p>																																				
5.9	<p><u>Risk Assessment</u></p> <p>Please provide for evaluation a risk assessment for a licensed asbestos removal within a tenanted property (a flat within a multi-storey premise)</p>																																				
5.10	<p><u>Job Method Statement</u></p> <p>Please provide for assessment a job method statement for a licensed asbestos removal within a tenanted property (a flat within a multi-storey premise)</p>																																				
5.11	<p><u>References</u></p>																																				

3 references to be provided – see 3.9 of the Template Tender Document for details.
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Schedule 6 - Specification

1. Scope of works
 - 1.1 The removal of licensed and non-licensed Asbestos Containing Materials (ACMs) for planned and unplanned works, demolitions and major projects.
2. The site
 - 2.1 The site will be any property, dwelling and building that falls under the Advantage South West procurement consortium member's stock or business buildings. Contractors are aware that properties will in the main be occupied, this should be considered by the contractor when providing their pricing.
3. General
 - 3.1 All works must be carried out in accordance with;
 - 3.1.1 Control of Asbestos Regulations 2012
 - 3.1.2 HSG - 247: The Licensed Contractors Guide.
 - 3.1.3 L143: Work with materials containing asbestos
 - 3.1.4 Health and Safety at work Act 1974
 - 3.1.5 Management of Health and Safety at Work Regulations 1999
 - 3.1.6 Workplace (Health, Safety and Welfare) Regulations 1992
 - 3.1.7 Construction (Design and Management) Regulations 2015
 - 3.1.8 Control of Substances Hazardous to Health Regulations 2002 (as amended)
 - 3.1.9 Hazardous Waste Regulations 2005
 - 3.1.10 Carriage of Dangerous goods act 2009
 - 3.1.11 All other relevant and current legislation and guidance
 - 3.2 The contractor and employees are required to continually demonstrate that they are competent to undertake asbestos removal works in a safe and responsible manner. The contractor must maintain the following during the life of the framework:
 - 3.2.1 HSE Asbestos removal licence
 - 3.2.2 EA Waste Carriers Licence
 - 3.2.3 ARCA or similar membership certificate
 - 3.2.4 Quality Certificate ISO 9001
 - 3.3 It is the responsibility of the licensed asbestos removal contractor to ensure that a method statement including a suitable and sufficient risk assessment is completed for every project.
4. Framework specifics
 - 4.1 The contractor shall arrange all appointments with the resident or building manager and this shall be arranged within a reasonable time frame. This shall use the most efficient means of communication but shall include at least one written contact.
 - 4.2 The contractor shall be responsible for liaising with the nominated analytical company to ensure that air tests and visual assessments are undertaken efficiently and within acceptable time scales.

- 4.3 The contractor will be responsible for submitting their method statements and notifications where applicable to the relevant project leader, prior to works commencing on site to the following minimum criteria for planned works, unless otherwise agreed by the project leader:
 - 4.3.1 Non-notifiable works & notifiable non-licenced works – up to seven days
 - 4.3.2 Notifiable licenced works – up to seven days
- 4.4 The contractor will be responsible for submitting their method statements and notifications where applicable to the relevant project leader, prior to works commencing on site to the following minimum criteria for unplanned/emergency works to fit in with the agreed timetable for removal
- 4.5 The contractor is responsible for ensuring that copies of all waste transfer notes are returned to the relevant project leader, this can accompany the invoice if appropriate.
- 4.6 The contractor is responsible for ensuring all air test certificates are provided to the project leader at the earliest opportunity.

5. Workforce

- 5.1 The contractor's workforce undertaking work from this framework must have training and experience in the relevant aspects of ACM removal work.

6. Removal demand (void, programmed, ad hoc and emergency), response times and notification

- 6.1 Clients will have requirements for ACM removals to be undertaken in unoccupied (void) properties, works programmed to be undertaken in occupied properties and for ad hoc requirements.
- 6.2 Only in a minority of cases will the property be unoccupied.
- 6.3 The differing reasons for requiring ACM removal will drive the required response times.
- 6.4 For planned programmed removals, unless agreed otherwise with the Client as part of a programme, the removals must be completed in line with the programme requirement (typically within 14 calendar days (10 working days) of request).
- 6.5 For voids it is essential that the ACM is removed during the void period. The Client will identify whether this will be within the planned, urgent or emergency periods.
- 6.6 For urgent removals (notifiable non-licensed and non-notifiable non-licensed) the contractor must attend and remove the ACM within 5 days from the day of request Where this is a licensed asbestos removal 14 days will be applicable unless the ACM is in a dangerous condition and a waiver has been applied for and granted by the HSE.
- 6.7 For emergency removals (notifiable non-licensed and non-notifiable non-licensed) removal is to be carried out within 24 hours (1 day) of the time of request. Where this is a licensed asbestos removal 14 days will be applicable unless the ACM is in a dangerous condition and a waiver has been applied for and granted by the HSE.
- 6.8 In a very small number of cases due to significant risk to health the Client might require the contractor on-site out-of-hours within 4 hours of notification.
- 6.9 For ad hoc services the client may require a faster response dependent on the particular situation. They will fit the ad hoc removal into one of the above categories.
- 6.10 **The contractor must report to the Client any issues on leaving site that pose risk occupants of the property and any damaged high-risk asbestos materials.**

7. Making good

- 7.1 The Client will be responsible for works to install replacement materials following the ACM removal unless the contractor has agreed to do this with the Client (at additional cost).

8. Hours of work

- 8.1 Normal working hours for asbestos removal will be

8.1.1 08-00 to 18-00 Monday to Friday

8.1.2 08-30 to 12-00 Saturday by arrangement

8.2 Non-emergency weekend working will only be permitted at the discretion of the client.

8.3 Emergency requirements may require working outside of normal working hours.

9. Site security and protection

9.1 Whilst undertaking ACM removals the contractor is responsible for the protection of the fixtures and fittings in the property, and also customer possessions.

9.2 Any damage caused by the contractor, staff or third parties employed by it or subcontracted to it shall be rectified at the contractor's expense and in line with the Client's compensation policies.

9.3 The contractor shall ensure that the immediate wellbeing of the customer is not compromised by the ACM removal process.

10. Waste disposal

10.1 All waste is to be disposed of according to current legislation by the contractor.

11. Reporting requirements

11.1 The contractor is to provide weekly updates of work undertaken to the Client in a format to be agreed with the Client. Each Client may have their own specific reporting requirements and format.

Performance Conditions

1.0 Contract Management

1.1 The contractor will at the request of the Client or of the consortium attend regular contract management meetings.

1.2 The contractor will provide management information as requested by the Client or the consortium. This will include for example programme progress, percentage of works completed and access issues

2.0 Sub-contracting

2.1 The contractor is not to sub-contract any works without the express permission of the Client. Such permission may be withdrawn at any time.

2.2 The contractor will be responsible for ensuring that any sub-contractors used have the requisite qualifications and standards as detailed in this document

3.0 Insurance

3.1 The contractor is to maintain insurances to the following minimum levels for the duration of the framework:

3.1.1 Employers' liability insurance £10m

3.1.2 Public liability insurance £10m

4.0 Health and Safety

4.1 The contractor is to maintain robust health & safety policies and details of staff training to ensure the safety of employees, tenants and the public.

5.0 Risk assessment and method statements

5.1 The contractor shall undertake thorough written/electronic risk assessments for the ACM removal tasks that comply with relevant legislation and Client requirements. These are to be provided to the Client on request.

6.0 Personal Protective Equipment

6.1 The contractor is to provide suitable PPE in line with HSE requirements and the contractor's own in-house requirements.

7.0 Plant, tools and equipment

7.1 The contractor is responsible for providing all equipment necessary to undertake the services. No equipment is to be left in the property. All appropriate health and safety measures must be adhered to when operating any such equipment.

8.0 Disclosure Barring Service checks (ex CRB) (Basic check)

8.1 The contractor is responsible for obtaining DBS basic checks. Evidence of these must be provided to the Client on request.

Business Continuity

1. The contractor shall have in place and maintain throughout the period of the framework a detailed and robust business continuity plan that shall include coverage for issues relating to:
 - 1.1. Computer system failures, data loss, application failures and communications failures
 - 1.2. Staff shortages through leave, sickness or resignations or other staff departures
 - 1.3. Transport, including vehicle maintenance and fuel shortages
 - 1.4. Dealing with adverse weather conditions
2. Advantage South West requires a plan to be to be maintained throughout the period of the framework.
3. Advantage South West reserves the right to require the contractor to provide a copy of the business continuity plan and the results of any plan testing and any action plan arising through plan testing in so far as it affects the framework or contracts awarded from it.

Non-performance

As relating to future works

1. Advantage South West reserves the right to remove from the framework any provider that consistently fails in service delivery as defined by the client at the time of call off, or breaches relevant legislation or safe working practices or undertakes by act or omission activities that are damaging to the Client. Advantage South West will adjudicate on this matter and the decision of Advantage South West will be final. Sanctions include but are not limited to demotion in the framework, removal from specific areas or work streams, complete removal from the framework.

Schedule 7 – Framework Agreement Terms and Conditions

Agreement dated _____ between:

Advantage South West LLP whose registered office is at Yarlinton House, Lupin Way, Alvington Yeovil (the Consortium)

and

_____ whose registered office is at _____ (the Supplier)

and

Consortium Members who have entered into a Framework Access Agreement with Advantage South West

A The Consortium Members require the removal of asbestos containing materials and associated works and associated

services (the **Services**) as set out in Schedule 1 (the **Specifications**).

B The Consortium Members intend to award project contracts (each a **Project Contract**) in respect of projects (each a **Project**) forming part of the Programme.

C The Consortium Members intend to award to the Supplier contracts of up to three years duration for the undertaking of the supply as described in the Specification which the Supplier has agreed to provide upon and subject to the terms of this Framework Agreement which has an operating period for the award of contracts from xx March 2021 to xx March 2025.

1 Appointment of Supplier

1.1 The Consortium hereby appoints the Supplier to undertake Services to the Consortium Members, Contractors and Approved Installers for the purposes of the Projects and the Supplier accepts the appointment upon and subject to the terms of this Framework Agreement.

1.2 The Consortium does not guarantee any minimum quantity or value of Services.

1.3 In respect of all Services supplied the Supplier shall owe a duty of care to the relevant Consortium Members, Constructor and to the Consortium, but recognises that the Consortium shall have no liability to the Supplier for payment.

1.4 The parties recognise that supply of the Services is/are undertaken pursuant to framework relationships between the Consortium Members and the Constructors and that in all matters relating to supply of the Services the Supplier shall use reasonable skill and care to ensure best practice, consistency and continuous improvement in providing the Services.

1.5 The Supplier shall provide in respect of the Services the warranties and added value described in Schedule 2 (the **Warranties/Added Value**).

1.6 The Supplier warrants that all Services supplied pursuant to Contracts awarded and orders issued in accordance with this Framework Agreement shall be provided in accordance with the Specification and industry good practice.

2. Not Used

3. Consultation

3.1 The Consortium shall establish a supply chain working party at which the Supplier and other equivalent Suppliers and the Constructors shall be represented (the **Supply Chain Working Party**) and the Supplier shall ensure that [insert contact name] shall attend its meetings (unless an alternative representative is agreed by the Consortium) which shall be convened by the Consortium by not less than seven (7) days' notice stating its agenda and each such meeting shall be chaired by an individual representing the Consortium and shall deal only with the matters listed in its agenda (unless all members of such Supply Chain Working Party agree otherwise).

3.2 The Supplier shall attend all such further meetings as any Constructor or the Consortium may reasonably request in connection with performance of the Services and subject to reasonable prior notice.

4 KPIs and Incentives

4.1 The performance of the Supplier under this Framework Agreement shall be measured by the Consortium according to key performance indicators (the **KPIs**) and targets (the **Targets**) agreed between the Consortium and the Supplier based on the KPIs set out in Schedule 3.

4.2 The Consortium shall review the performance of the Supplier against the agreed KPIs and Targets and shall consider whether such performance shall justify an adjustment in the volume of work awarded to the Supplier pursuant to this Framework Agreement or shall affect the continued relationship between the Consortium, the Constructors and the Supplier for the purpose of clause 10.

4.3 The Consortium shall consider and seek to agree such incentives as may be appropriate to encourage the Supplier to maximise its contributions to the Programme pursuant to this Framework Agreement.

4.4 If the Supplier considers that in accordance with clause 6.4 it can achieve reduction of costs below the Prices described in clause 6, then the Supplier shall put forward detailed proposals to the Consortium and, subject to its prior approval of the cost-saving proposal, the Supplier shall be entitled to receive such share of the savings made as may be agreed between the parties by way of incentivisation pursuant to clause 4.3.

5. Requirements, Contracts and orders

5.1 A Consortium Member may issue to the Supplier one (1) or more contracts (each a **Contract**) to undertake any Services and the Supplier shall countersign and return one (1) copy of each such Contract to the Instructing Consortium Member and shall comply with its terms.

5.2 Each Consortium Member shall provide an estimation of its predicted requirements together with the names of Constructors to the Supplier prior to awarding a Contract.

5.3 All Contracts shall be subject to the terms of this Framework Agreement.

5.4 Each Consortium Member may incorporate with a Contract such standard terms and conditions as reflect its customary working relationships with suppliers equivalent to the Supplier, provided that such terms and conditions have been approved by the Consortium and the Supplier in advance (such approval not to be unreasonably withheld or delayed) and are consistent with this Framework Agreement and with the rights and obligations of the relevant Consortium Member or Constructor under its Project Contracts.

5.5 The Supplier recognises that Contracts and subsequent orders issued by each Consortium Member and Constructor shall be for the purpose of performing that Constructor's obligations under a Project Contract, and in providing the Services the Supplier shall take reasonable skill and care not to do anything that shall put any Constructor in breach of a Project Contract.

5.6 Not Used

6. Prices and payment

6.1 In consideration of the provision of the Services in accordance with the terms of this Framework Agreement and each Contract and order as appropriate, each instructing Consortium Member or Constructor shall pay the Supplier in respect of

completed orders prices calculated in accordance with Schedule 5 (the **Prices**) plus value added tax at the current applicable rate (**VAT**) and the amount payable to the Supplier pursuant to each order shall be set out in the relevant order according to the value of the relevant Services.

- 6.2 Payment of amounts pursuant to orders shall be the subject of monthly applications for payment made by the Supplier submitted to each instructing Consortium Member and/or Constructor, together with such supporting details as the relevant Consortium Member and/or Constructor may reasonably require and within fourteen (14) days from receipt of each application for payment the relevant Consortium Member and/or Constructor shall issue as appropriate a valuation specifying the amount proposed to be paid, to what that amount relates and the basis on which that amount is calculated. The date of such valuation shall be the due date for payment and such valuation shall also be notice pursuant to Section 110(2) of the Housing Grants Construction and Regeneration Act 1996 (the **HGCRA**) and the relevant Constructor shall pay to the Supplier the amount stated as due in each such valuation within twenty-eight (28) days from the date of issue of such valuation or twenty-one (21) days from the date of receipt by the relevant Consortium Member and/or Constructor of any required VAT invoice in the same amount, whichever shall be the later and the later of such date shall be the final date for payment.
- 6.3 The Prices shall be subject only to such fluctuation provisions as are set out in Schedule 5
- 6.4 The Consortium, the Consortium Members, Constructors and the Supplier shall consider and seek to agree ways to reduce the Prices during the life of this Framework Agreement, whether by means of innovation, improved efficiency, cost-effectiveness, lean production, reduction or elimination of waste or otherwise.
- 6.5 Payments of the Prices for orders shall fall due to the Supplier in accordance with the procedure set out in this clause 6 at the time stated in the relevant order

7 Skill and care and health & safety

- 7.1 In relation to all Services the Supplier shall use reasonable skill and care appropriate to its role, expertise and responsibilities as stated in this Framework Agreement and the Brief and shall owe such duty of care to each instructing Constructor, Consortium Member and the Consortium in respect of all of its agreed obligations under this Framework Agreement, the Brief and each instruction.
- 7.2 The Supplier warrants that the Services shall be fit for their intended purpose and of a quality compliant with this Framework Agreement, the Specification, the Contract and each order otherwise appropriate to the Programme.
- 7.3 Each Constructor and the Supplier shall comply with the Construction (Design and Management) Regulations 1994 (the **CDM Regulations**) and any re-enactments and amendments in all matters relating to performance of the Services.
- 7.4 The Supplier shall take out and maintain throughout the provision of the Services third party/public liability insurance, product liability and employer's liability insurance in accordance with Schedule 6 Part 1 and in respect of all such insurances shall adhere to the obligations set out in Schedule 6 Part 2.
- 7.5 In all matters relating to the performance of the Services the Supplier shall implement the quality control, product support and other procedures stated in and developed pursuant to the Specification.

8. Access, equipment and timing

- 8.1 Each instructing Consortium Member and/or Constructor shall arrange access to the relevant Sites for the purpose of performance of the Services (unless detailed otherwise in the Services) in accordance with the procedures set out in or to be developed in accordance with the Specification and the Supplier shall comply strictly with such procedures.
- 8.2 Each Consortium Member and/or Constructor shall provide for use by the Supplier in connection with the performance of the Services such facilities and equipment (if any) as are described in a specific Contract or order and the Supplier shall be solely responsible for all other equipment, goods and materials necessary for the proper performance of the Services.
- 8.3 The Supplier shall be responsible for arranging appointments for Services to the Sites as required by the Consortium Member or Constructor and stated on the Order and for complying with such appointments and agreed delivery arrangements.
- 8.4 The Consortium shall have no liability under clauses 8.1, 8.2 or 8.3.
- 8.5 The Supplier shall undertake and complete the Services within the periods of time contractually agreed and shall undertake and complete the orders within the periods of time stated in each order, calculated in accordance with the Specification.

9. General

- 9.1 Except as agreed otherwise in writing all communications pursuant to the terms of this Framework Agreement shall be in writing by receipted hand delivery or special delivery, post or fax or ordinary post with fax confirmation of dispatch and receipt or email, and in each case delivered to the address of the relevant party stated in this Framework Agreement or to such other address as may be notified by any party to the others.
- 9.2 Nothing in this Framework Agreement shall create or be construed as creating a partnership between the parties and no party shall conduct itself in any way so as to create the impression that such a partnership exists.
- 9.3 The parties shall comply with all laws and regulations currently in force in England and Wales and with the terms of all statutory and other legally binding requirements relating to the implementation of the provision of the Services.
- 9.4 Except as otherwise stated in this Framework Agreement, nothing in this Framework Agreement confers or purports to confer any benefit or right to enforce any of its terms on any person who is not a party to it.
- 9.5 No party shall without the prior consent of the others assign or transfer any rights and/or obligations under this Framework Agreement to any party or be entitled to sub-contract any of its rights or obligations under this Framework Agreement.
- 9.6 The parties shall treat as strictly confidential and not disclose to any third party (except as expressly agreed between them or as required by law or on a strictly confidential basis to their respective legal and insurance advisers and auditors) any information exchanged between them, if and to the extent that it is stated or known by them to be confidential, and shall use such information only for the purposes of the Programme and each party shall ensure that its employees understand and abide by the confidentiality obligations described in this clause 9.6.
- 9.7 The Supplier warrants that no document that it prepares and nothing to which it contributes pursuant to this

Framework Agreement shall infringe any other party's intellectual property rights (including without limitation patents, trademarks, designs, design rights, copyright, inventions, trade secrets, know-how and confidential information) and grants to the other parties an irrevocable, non-exclusive, royalty-free licence to copy and use all such documents and contributions for any purpose relating to the Programme in all cases with a right to transfer and sub-license such rights for the same purposes, and shall ensure that such licence shall have the support of such rights from third parties as are necessary to allow the grant of such licence.

10. Termination

- 10.1 Until such time as the Consortium and the Supplier have agreed KPIs and Targets in accordance with clause 4.1, the Consortium (taking into account all relevant circumstances including the cost and other implications of alternative arrangements) may terminate the relationship with the Supplier under this Framework Agreement by not less than twenty-eight (28) days notice to the Supplier at any time and in such circumstances each Consortium Member and Constructor shall pay the Supplier for all Orders instructed and performed in accordance with this Framework Agreement prior to the effective date of termination.
- 10.2 Following agreement of KPIs and Targets in accordance with clause 4.1, the Consortium, Consortium Members and the Constructors may give notice requiring attendance of the Supplier at a Supply Chain Working Party meeting if, for any reason, the Supplier fails to comply with the agreed KPIs and Targets, and if at such Supply Chain Working Party meeting the Supplier does not put forward proposals for remedying such failure that are acceptable to the Consortium and the Constructors, then the Consortium and the Constructors (taking into account all relevant circumstances including the cost and other implications of alternative arrangements) may terminate the relationship with the Supplier by not less than twenty-eight (28) days notice to the Supplier and, in such circumstances, each Constructor shall pay the Suppliers for all Orders instructed and performed in accordance with this Framework Agreement and Contracts prior to the effective date of termination.
- 10.3 In the event that any party shall become bankrupt or make a composition or arrangement with its creditors, or make a proposal in respect of its company for a voluntary arrangement for a composition of debts or a scheme of arrangement to be approved (in accordance with the Companies Act 1985 or the Insolvency Act 1986) or have any steps taken in or out of court under the Insolvency Act in respect of its company for the appointment of an administrator, or have a petition for a winding up order presented, or (except for the purposes of amalgamation or reconstruction) have a resolution for voluntary winding up passed, or have a provisional liquidator, or receiver or manager of its business or undertaking duly appointed, or have an administrative receiver as defined in the Insolvency Act appointed, or have possession taken by or on behalf of the holders of any debentures secured by a floating charge, then the appointment of that party (or, if that party is the Consortium, the appointment of the Supplier) under this Framework Agreement or any Contract emanating from this Framework Agreement shall automatically terminate with immediate effect.
- 10.4 If at any time the Consortium or a Consortium Member or Constructor shall breach materially this Framework Agreement or any Contract emanating from it and shall not remedy such breach within fourteen (14) days from the date of notice from the Supplier copied to the Consortium and all Constructors, the Supplier may terminate its appointment under this Framework Agreement or any Contract emanating from it insofar as it relates to the party in breach by notice to the Consortium and the Constructors with immediate effect.
- 10.5 If at any time the Supplier shall breach materially this Framework Agreement or any Contract emanating from it and shall not remedy such breach within fourteen (14) days from the date of notice from the Consortium or a Consortium Member or Constructor to the Supplier (copied to the other parties to this Agreement) in each case specifying the breach, then after consultation between the Consortium and the Consortium Members they may terminate the appointment of the Supplier under this Framework Agreement and any Contract emanating from it by notice with immediate effect.
- 10.6 Without prejudice to any other provision of this Framework Agreement, the Consortium shall be entitled to terminate the appointment of any party to this Framework Agreement and recover from that party the amount of any loss resulting from any such removal if that party shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Framework Agreement or any other contract with the Consortium, or for showing or forbearing to show favour or disfavour to any person in relation to this Framework Agreement or any other contract with the Consortium, or if the like acts shall have been done by any person employed by it or acting on its behalf or if, in relation to any contract with the Consortium, such person or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 10.7 Termination of the appointment of any party shall not affect the mutual rights and obligations of the other parties accrued at the date of termination.
- 10.8 Notwithstanding termination of the appointment of any party under this Framework Agreement, as between the remaining parties this Framework Agreement shall continue in full force and effect.
- 10.9 Data protection requirements are detailed in Schedule 7

11. Consortium Members

- 11.1 The Supplier acknowledges that additional Consortium members may join the Consortium at any time, in which case the Consortium, the new Consortium member, and the Supplier shall enter into an access Agreement for this Framework Agreement.

12. Problem solving, dispute avoidance and resolution

- 12.1 As soon as any party is aware of any dispute with another party arising under or out of or in connection with this Framework Agreement, it shall notify all the others and the parties in dispute shall meet within seven (7) days from the date of notification and seek to resolve such dispute by negotiation.
- 12.2 This Framework Agreement shall be governed by the laws of England and Wales and shall be subject to the non-

exclusive jurisdiction of the courts of England and Wales

This Framework Agreement has been executed as a Deed by or on behalf of the parties and is delivered and takes effect on the date stated at the beginning of it.

Signed on behalf of Advantage South West LLP

Signature _____

Name _____

Position _____

Signed on behalf of _____

Signature **DO NOT SIGN** _____

Name _____

Position _____

Schedules

Schedule 1 Specification

- to be completed for award

Schedule 2 Warranties and Added/Value

- to be completed for award

Schedule 3 KPIs and Targets

- to be completed for award

Schedule 4 Not Used

Schedule 5 Prices

- to be completed for award

Schedule 6 Insurances

- to be completed for award

Schedule 7 General Data Protection Regulations

Party: a Party to this Agreement

Agreement: this contract;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

Contractor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement]

GDPR CLAUSE DEFINITIONS:

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

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

LED: Law Enforcement Directive (Directive (EU) 2016/680)

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it. Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 1.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with Schedule [X], unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and

- (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 1.5 Subject to clause 1.6, the Contractor shall notify the Customer immediately if it:
 - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event
- 1.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
 - (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
 - (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
 - (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [X] such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule 1

Resident name, address, phone number, e-mail address, vulnerability issues

Other items as included by the Consortium Member

Schedule 8 - Contract Management

Performance monitoring

1. Framework companies are to provide management information to the client and copied to Advantage South West on a quarterly basis detailing the number, demand categorisation and cost of removals.

Performance requirements

2. Performance requirements will be measured per Member over 6-month periods.
3. Planned programmed works – 95% completed within 10 working days or within programme as agreed with the Client. For those that fail to meet this performance requirement, 100% must be completed within 12 working days.
4. For urgent removals (notifiable non-licensed and non-notifiable non-licensed) 95% completed within 5 working days from the day of request. For those that fail to meet this performance requirement, 100% must be completed within 7 working days. Where this is a licensed asbestos removal 14 days will be applicable unless the ACM is in a dangerous condition and a waiver has been applied for and granted by the HSE.
5. For emergency removals (notifiable non-licensed and non-notifiable non-licensed) 95% completed within 24 hours (1 day) of the time of request. Where this is a licensed asbestos removal 14 days will be applicable unless the ACM is in a dangerous condition and a waiver has been applied for and granted by the HSE.
6. Performance information will be reported and distributed through members in the ASW group

Damages for non-performance

7. For every removal requirement that does not meet the performance requirements of this section the Client reserves the right to charge a £25 fee to contribute to its costs caused by the failure to meet the contracted performance requirements.

Member variations

8. Members may vary these in their mini-competition documentation.

Schedule 9 – Tender Analysis

1. Tenders will be assessed as follows:

Template Tender ref	Tender Analysis Criteria	Weighting
3.	Exclusion criteria	Pass/fail
4.	Price	60.0%
5.1	Response times	5.0%
5.2	Support and communication with landlord	10.0%
5.3	Support and communication with tenant	10.0%
5.4	Skills and Training	5.0%
5.5	Capacity & resources	5.0%

5.6	Issue resolution	2.5%
5.7	Code of conduct	2.5%
5.8	Safeguarding	Pass/fail
5.9	Risk Assessment	Pass/fail
5.10	Job Method Statement	Pass/fail
6.1	References	Pass/fail
	Compliance with specification	Pass/fail

2. We reserve the right to disqualify tenders that fail the pass/fail items.
3. We reserve the right to seek clarification on any issue.
4. Price analysis will be undertaken as follows:
 - 4.1. The lowest priced tenderer that is not excluded or disqualified or otherwise removed from the process as detailed in this document will be awarded the maximum available score for price
 - 4.2. Other tenderers will be awarded price scores pro-rata to the lowest priced tenderer. These will be calculated using the formula

$$\text{"(1 - ((applicable tender - lowest tender) / lowest tender)) x Price Weighting."}$$
 - 4.3. If a tenderer omits individual prices then we reserve the right, for the purposes of evaluation, to use the highest price tendered by other tenderers for the missing individual price. The tenderer will be asked to submit its missing prices but these will not be used for analysis.
 - 4.4. It is possible that following price analysis a tenderer might be so far behind the leading tenderers that it is not mathematically possible for them to achieve a place on the framework. In this situation we reserve the right not to undertake analysis of that tenderer's qualitative submission.
5. Analysis of qualitative information contained within tenders will be undertaken as follow.
 - 5.1. For questions identified in para 1 as 5.1 to 5.4 and 5.6 & 5.7 the scoring will be undertaken as follows:

Comment	Judgement	Marks available
Proposal meets the required standard in all material respects and exceeds some or all of the major requirements	Excellent	5
Proposal meets the required standard in all material respects	Good	4
Proposal meets the required standard in most material respects, but is lacking or inconsistent in others	Satisfactory	3
Proposal falls short of achieving expected standard in a number of identifiable respects	Unsatisfactory	2
Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals	Poor	1

No response	Failed	0
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5.2. For question 5.5 scores will be allocated as follows:

Current Operatives		Maximum Operatives	
>20	2.5 points	>20	2.5 points
15-19	2 point	15-19	2 point
10-14	1.5 points	10-14	1.5 points
5-9	1 points	5-9	1 points
1-4	0.5 point	1-4	0.5 point

5.3. Tenders will be analysed by Advantage South West Members. Scores will be collated to provide an overall score. The collation process will take both mean and median averages for the responses provided by the analysers. The ratio applied to provide a quality score will be mean 75:25 median as in the example below.

		Assessor					Weighting	Mean		Median		Total Score
		A	B	C	D	E		Score	Weighted	Score	Weighted	
Question	1	5	5	4	4	4	10	4.40	8.80	4.00	8.00	8.60
	2	4	3	3	2	2	5	2.80	2.80	3.00	3.00	2.85
	3	3	3	3	3	3	5	3.00	3.00	3.00	3.00	3.00
	4	4	4	4	2	4	10	3.60	7.20	4.00	8.00	7.40
	5	5	5	4	5	4	10	4.60	9.20	5.00	10.00	9.40
							40		31.00		32.00	31.25

5.4. For questions identified in para 1 as 5.1 to 5.4 and 5.6 & 5.7 we reserve the right to disqualify any tenderer that scores 2 marks or lower. We reserve the right to disqualify any tenderer whose overall score is less than 15 out of 30 for these questions (ie excluding 5.5).

6. The price scores and non-price scores will be added together to give an overall score for each tenderer.

7. Tenderer assessment

7.1. We reserve the right to disqualify companies which do not comply with the Exclusion Criteria detailed in Section 3 of the Template Tender Document.

7.1.1. The reference questionnaire asks referees to score performance out of 5. Questions 1-9 carry equal weighting (5 points). Questions 11 and 12 will carry double weighting (so for example a score of 4 will get 8 points)

7.1.2. Question 10 will be scored as follows:

>95% = 10

90 – 95% = 8

80 – 89% = 6

70 – 79% = 4

60 – 69% = 2

<60% = 0

- 7.1.3. Each reference has a maximum score of 75 (9 x 5 points, 3 x 10 points). Should the average score for the submitted references be lower than 50 then the tenderer will be disqualified.
- 7.1.4. We reserve the right to disqualify tenderers for whom we do not receive at least one reference.
- 7.2. We reserve the right to undertake analysis of responses against the Exclusion Criteria either before or following analysis of tenders.
8. We reserve the right to disqualify tenderers who fail the Exclusion Grounds detailed in Section 11 of the Template Tender Document.
9. Should the lowest priced tenderer(s) be thus disqualified we will re-run the price analysis as detailed in 4 above.

If any points of clarification are required for the scoring process please identify them through www.advantageswtenders.co.uk as soon as possible to allow us to respond in a timely manner.

Schedule 10 – Conditions of Contract

The framework between Advantage South West and the successful company will be managed using the Framework Agreement Terms and Conditions detailed in Schedule 7.

Individual contract awards and mini-competitions will include details as to which form of contract the Members intends to use. As an example of a possible form of contract we have provided an amended version of the JCT Measured Term Contract 2016. Please confirm your acceptance of the JCT Measured Term Contract 2016 with data and amendments as provided with this Invitation to Tender.

The consortium reserves the right to remove from the framework any provider that consistently fails in service delivery or Health and Safety as defined by the client at the time of call off. The consortium will adjudicate on this matter and the decision of the consortium will be final. Sanctions include but are not limited to removal from the removal from specific areas or work streams, complete removal from the framework.