

EEM Working Together.
Procuring Efficiently.



Part B: Scope of Works and General Requirements

EEM0069 Facilities Services Framework

Lot I Grounds Maintenance and Tree Surgery Works



Part B I – Introduction

B1.1 Introduction

The information below is intended to set out the minimum service requirements for any contracts agreed under this Framework. Regardless of size, we expect that all EEM Members are provided the same level of service. The information contained below provides baseline for all our Contractors to work to. These may be refined and enhanced during the Call Off Agreement process.

The successful Contractors will be expected to conduct the services provided through this Framework to domestic properties, commercial properties typically consisting of a mixture of domestic housing stock, bungalows, blocks of flats, and sheltered housing schemes as well as garages, communal buildings, corporate buildings, hospitals, student accommodation, schools, universities and depots and any other building owned and/or managed by our Membership.

For the avoidance of doubt, Lot 1 of this framework covers Grounds Maintenance and Tree Surgery Works Facilities Services solutions only, offering Members a compliant route for a wide range of planned and preventative servicing and maintenance works across their property stock. Ground Maintenance and Tree Surgery Works providers must be able to work across a spectrum of different building types as specified above.

The aim is to ensure that public sector organisations utilise recognised methods so that they are structured to provide a professional environment from which an increasingly professionalised Grounds Maintenance and Tree Surgery Works Facilities Services workforce can deliver high quality services.

The Contractor shall be required to deliver all services as detailed within the tender documentation specification and in accordance with the EEM Framework terms and conditions and shall apply all reasonable skill, care, and diligence in the performance of these services set out below.

This document relates to specific work stream lot and provides the minimum standard requirements for all works completed along with information on how the Framework and subsequent Call Off Agreements will be awarded and managed.

B1.2 Key Objectives

The following areas are considered as key priorities for EEM and our Members:

- To secure best value through this procurement.
- To create a flexible term Framework and Call Off Agreements that are able to meet the changing needs of the Members and building occupiers.
- To meet the needs and aspirations of current and future building occupiers wherever possible.
- Securing the services of Contractors who meet quality requirements and provide assurance that British, legislative and manufacturer standards can be met.
- To secure the services of the industry to deliver the services with cost and quality predictability.

- Ensuring compliant contracts.
- Minimise environmental impacts.
- To create training places and employment opportunities for local communities and SME's, investing in local economy wherever possible.
- Deliver excellent customer service to Members.
- Collaborative working to identify opportunities in relation to delivering the services.
- Securing social and added value initiatives via Framework Call Off Agreements.

Defined Terms

Call Off Agreement	Call Off Agreement refers to a contract between a Member and a Contractor following an award process under the terms of the Framework Agreement.
Commission	Payment due to EEM which is 1.5% (unless otherwise directed by EEM) of the net value of each invoice paid by the Member under each Call Off Agreement as payment in consideration of EEM establishing and maintaining a framework of Contractors.
Commission Statement	Monthly statement sent EEM on the 7 th of every month to report the net value of invoices paid by the Member and Commission payment due to EEM.
Contractor	Throughout this Tender the words Contractor, or Contractors refer to potential respondents.
Framework	Throughout this Tender, Framework refers to the agreement that will be reached with successful Contractors responding to this Tender, and that comes into effect in December 2023 or after.
Framework Base Rates	Framework Base Rates refer to the submitted rates detailed in the Price Schedules which will form the basis of all Call Off Agreements for each 12 month period of the Framework. Framework Base Rates can be renegotiated every 12 months in line with the process detailed in B6.3 of this document.
Lots and Sublots	Throughout this Tender the words Lot, or Lots refers to the requirements detailed herein. Throughout this Tender the words Sub-Lots refer to Sub-Lots 1 Midlands, and Sub-Lots 2 National Coverage.
Members	Throughout this Tender the words Member, or Members refer to any organisation able to access EEM's services.

Price Schedule	Throughout this Tender the words Price Schedule or Prices Schedules refers to Part C of the tender documents which details the individual schedule of rates that will be applied to all Call Off Agreements under this Framework
Respondent	Throughout this Tender the words Respondent or Respondents refers to an organisation making a submission to this Tender
Call Off	Call Off refers to either a mini competition or direct award process which ends with the completion of a Call Off Agreement. The Call Off will provide the Supplier with the specific requirements of the Member and will start with an expression of interest sent out by EEM. Suppliers have the option to decline and not take part in a Call Off.
Tender	Tender refers to this procurement process. It is conducted in line with the Public Contract Regulations (2015) and in accordance with EEM's own financial regulations. It covers the tendering process and subsequent evaluation and award stages.

Part B2 – Background Lot I Grounds Maintenance and Tree Surgery Works

B3.1 Background

The Grounds Maintenance and Tree Surgery Facilities Contractors will be responsible for the following as part of Lot I Grounds Maintenance Facilities Services contracts let under this framework;

- Provide a quality service for its customers and property.
- Ensuring all external works are operationally safe.
- Carry out works to high standard.
- Offering an emergency response service for urgent works.
- Offering a planned works programme or regular services attending customer sites.
- Deliver value for money over term of contract.
- Use local companies wherever possible, and accommodate social Value.

The main requirements under the EEM Grounds Maintenance and Tree Surgery Facilities Lot I Framework is to provide the following services, to be readily available across the areas that we cover either by direct award or via mini competition. All successful bidders from this Framework must be able to cover the services below as a minimum but not limited too.

- Small, Medium and Large Tree Fell works.
- Small, Medium and Large Tree Crown Reduction
- Small, Medium and Large Tree Surveying
- Litter picking
- Cutting Grass all area sizes covered

- Hedge trimming
- Planting and Pruning
- Any other associated Grounds Maintenance and Tree Surgery Works

Part B2 – Litter

Part B3 – Scope of Works**B3.1 Scope of Works****Grounds Maintenance**

The Grounds Maintenance specifications and service level requirements will be agreed between the Member and the Contractor under their Call Off from the Framework. The Contractor is expected to provide the following services as a minimum requirement from this Framework.

Item	Description
Complete site Log	On arrival at site sign in to the building log book operative must record arrival time , departure time, date, and name . Also record any defects or other comments relevant to the site.
Litter on site / site clean item	Operative to litter pick the grounds prior to other operations being carried out , Litter to include any item or waste including paper, plastic, card . Wood, glass, fabric, wrapping materials and waste food items. Litter to be collected and deposited into bin bag and disposed of at an authorised waste disposal point. The site should be free from general litter on completion of a visit by a grounds maintenance operative to any site following a grounds maintenance task. Any items of fly tipping shall be reported to the Member who will give instruction for further action. Note litter picking to be carried out every two weeks through out the year as a minimum .

Grass Areas	Grass areas to be cut between the Months of March and October , The first cut shall be carried out on the second week of March and grass cutting will continue until the end of October. The grass shall have the cuttings collected and removed on the first cut of the year. The grass areas shall be cut every two weeks to ensure the height of the grass does not generally exceed 120mm. Cuttings from the grass should be spread evenly to naturally compost between cuts. The cutting of grass shall be carried out to butt up to adjacent obstacles and as such the Contractor will need to ensure appropriate grass cutting equipment is available. The total cuts of grass in any location shall not be less than 18 cuts per year and shall not exceed 20 cuts per year. Any items of fly tipping shall be reported to the Member who will give instruction for further action. (note the Contractor should inspect grass areas for loose items such as stones as any damage caused to vehicles, glass or other nearby surfaces will be rectified by the Contractor at his own expense.)
Paths , Roads , hardstanding's	Following the grass cutting all paths, roads and hardstanding shall be cleared of grass cuttings. They shall be clear of all litter , Inspected for trip hazards, treated with weed killer (Glyphosate or similar approved). Excessive growth of vegetation or any build up of soil shall be removed and carted away (Excessive growth shall be any vegetation which exceeds 200mm in height) Trip hazards shall be reported to the Member.
Treatment of Fence lines , Wall bases , Tree bases, Path edgings, Man holes, Post bases and any other obstacles in or adjacent to a grassed area	Following the grass cutting : Treat Posts, Manhole Covers, fence lines , wall bases , hedge lines , shrub lines, tree bases , grass edges, perimeters joints in paths , kerb lines with appropriate weed killer for the area so that it effectively eliminates weed growth without damaging grass, shrubs, trees or planted areas. (appropriate weed killer will be proposed by the Contractor and approved by the Member before use)

Garage sites	Garage sites shall be treated every month. total visits per year 12 no. All paths, roads and hardstanding shall be clear of all litter , Inspected for trip hazards, treated with weed killer (Glyphosate or similar approved). Excessive growth of vegetation or any build up of soil shall be removed and carted away (Excessive growth shall be any vegetation which exceeds 200mm in height) All Posts, Manhole Covers, fence lines , wall bases , hedge lines , shrub lines, joints in paths , kerb lines shall be treated with appropriate weed killer for the area so that it effectively eliminates weed growth without damaging grass, shrubs, trees or planted areas. (appropriate weed killer will be proposed by the Contractor and approved by the Member) Trip hazards shall be reported to the Member. Road gully's shall have the surface cleared of any potential blockage items . The garages shall be visually inspected for damage any damage shall be reported to the Member. Any items of fly tipping shall be reported to the Member who will give instruction for further action.
Play Park Areas	All play park areas shall be inspected every week particular attention will be made to the safe operation of all play equipment. Play equipment shall be visually inspected for any signs of wear or damage. Soft play areas shall be inspected for any objects which may present a hazard to children. (Paths , grassed areas, and hard standing shall be treated as itemised for the respective item identified within this specification) any damage or hazards shall be reported to the Member immediately. Any items of fly tipping shall be reported to the Member who will give instruction for further action.
Trees	Trees shall be visually inspected during attendance at a site for treatment of other grounds maintenance activities any defects such as broken branches, contact with overhead cables or adjacent buildings , or any other safety hazards shall be reported to the Member who will give instruction for further action. The Member may instruct the Contractor to carry out a full tree survey which will consist of a visual inspection of all trees managed by the Member regardless of there location. The Contractor will provide a written report identifying the tree species, the tree identification number, the tree location , the general condition of the tree with photographs of each tree. The report will give recommendations for tree maintenance required to keep the tree healthy the recommendations will identify actions required within the following 12 month period, two year period and three year period. Works to trees will be instructed by the Member utilising the tree schedule of rates. All works to trees will only be carried out by competent tree operatives who must be able to produce evidence of there recognised competency. Only emergency works will be carried out on trees between the months of April and September works to trees will generally be instructed between October and March.

Shrubs and hedge rows	Shrubs and hedge rows shall be visually inspected during attendance at a site for treatment of other grounds maintenance activities any defects such as broken branches, fly tipping, or any other safety hazards shall be reported to the Member who will give instruction for further action. All shrubs and hedgerows shall be trimmed to remove areas of growth and to maintain there shape twice a year Only emergency works will be carried out on shrubs and hedgerows between the months of May and August works to hedgerows will be as follows first cut during the first two weeks of April and the final cut during September. All hedgerows and shrubs must be inspected for nesting birds prior to works being carried out.
Shrub areas and Planted areas including raised planters	Shrub areas and planted areas will be visually inspected during attendance at the site for other grounds maintenance duties and defects such as vandalism or fly tipping will be reported to the Member . Shrub areas and Planted areas including raised planters will be treated for weeds using an appropriate weed treatment method as to not damage the plants or shrubs weed treatment to be carried out a minimum of six times a year between the months of April and October . Shrubs and Planted areas including raised planters shall be assessed for spread of shrubs and plants any areas which are looking ready for additional planting will be identified to the Member and proposals shall be put forward along with costings utilising the schedule within this priced document. The Member may instruct the works at his discretion.
Bark or stone chipping covered areas	Bark and stone chipping areas will be visually inspected during attendance at the site for other grounds maintenance duties and defects such as vandalism or fly tipping will be reported to the Member. The areas will be treated for weeds using an appropriate weed treatment method as to not damage any plants or shrubs that may be present weed treatment to be carried out a minimum of six times a year between the months of April and October . The areas shall be assessed for spread of the covering any areas which are looking ready for additional bark or chippings will be identified to the Member and proposals shall be put forward along with costings utilising the schedule within this priced document. The Member may instruct the works at his discretion.
Fly Tipping	During attendance at site for the carrying out of any grounds maintenance activity the Contractor is required to report any incidents of fly tipping to the Member. The Contractor should allow to remove from site any items classed as litter above within his rates for grass cutting, Garage site attendance , or attendance to play parks. items larger than 0.25m ³ (larger than a full black standard size bin bag) will be classed as fly tipping) items smaller than 0.25m ³ are classed as litter under this specification. Fly tipping items may be instructed for removal by the Member when instructed they will be charged utilising the schedule within this priced document. All items instructed for removal must be photographed and the photograph submitted with the application for payment. Items instructed for removal will be collected and carted away by the Contractor to an approved waste disposal site.

Dog fouling	During attendance at site for the carrying out of any grounds maintenance activity the Contractor is required to report any incidents of excessive dog fouling to the Member. Excessive dog fouling may be instructed for removal and cleaning by the Member, when instructed they will be charged utilising the schedule within this priced document. All incident of excessive dog fouling instructed for removal must be photographed and the photograph submitted with the application for payment. Dog fouling instructed for removal will be collected and carted away by the Contractor to an approved waste disposal site. The area will be washed by either throwing buckets of water and disinfectant on the area until all traces of it have been removed or by hosing down the area at the Contractors discretion.
Seating	During attendance at site for the carrying out of any grounds maintenance activity the Contractor is required to visually inspected seating areas for damage any damage shall be reported to the Member.
Japanese Knot weed	During attendance at site for the carrying out of any grounds maintenance activity the Contractor is required to visually inspected areas and report to the Member any sightings of Japanese Knot weed. The Member may instruct treatment of such infestation of knot weed utilising the price schedule within this document. Areas identified as treatment on site will be treated as follow: Cut back any vegetation areas effected and form a compost pile in a location on site as instructed by the Member with the waste vegetation, spray the compost pile with industrial strength weed killer , spray the entire effected area with industrial strength weed killer. Follow up attendance to the area for further treatment will be instructed by the Member utilising the price schedule within this document. (where this method of treatment is deemed not suitable specialist treatment may be instructed by the Member on a quotation basis)
Land clearance and one off garden attendance	The Member may instruct treatment of such land areas or neglected gardens for clearance back to a workable level utilising the price schedule within this document. Areas identified as treatment on site will be treated as follow: Cut back any vegetation areas effected and form a compost pile in a location on site as instructed by the Member with the waste vegetation, spray the compost pile with industrial strength weed killer , spray the entire effected area with industrial strength weed killer. Follow up attendance to the area for further treatment will be instructed by the Member utilising the price schedule within this document.
Specialist Hygiene	During attendance at site for the carrying out of any grounds maintenance activity the Contractor is required to visually inspect areas and report to the Member any sightings of needles / sharps immediately. The Member may instruct the removal of such needles / sharps to an approved waste disposal location when instructed they will be charged utilising the schedule within this priced document. All incident of needle/ sharps removal instructed must be photographed and the photograph submitted with the application for payment.

B3.2 Variations

Permission must be obtained from the Member prior to undertaking any works outside the above scope of the priced schedule and the appropriate order will be issued before the commencement of any additional work.

B3.3 Any other associated Grounds Maintenance Facilities Services

Over the period of the contract the Member may have other types of works / services that are not mentioned within the tender document but do fall under the Grounds Maintenance Facilities Services. This Frameworks allows for Members to includes these as additional services.

Part B4 Framework General Requirements**B4.1 Licences, Permits and Trade Organisations**

Contractors must hold and maintain throughout the period of the Framework all licences and permits lawfully required for the provision of the service. Copies of such licenses shall be required together with details of Membership of any applicable trade organisation at Call Off.

B4.2 Reports

Members will be responsible for disclosing their reporting requirements within their Framework Call Off agreement. Information provided to the Contractor should cover, reporting frequency, type, format, and content required within the report.

B4.3 Sub-Contracting

Contractors shall submit a full list of their proposed Sub-Contractors to the Member at the outset of any Call Off Agreements. In addition to the list the Contractor must provide evidence that the Sub Contractor meets the minimum insurance and technical competence requirements to ensure the works can be completed to the required standards and in line with the programme.

Please note that Members may forbid the use of Sub-Contractors on their Call Off Agreements. Where this is a requirement, the Contractor will be notified during the selection process.

B4.4 Neighbouring Properties and Party Wall

In some neighbourhoods, due to the location of drains, the boundary treatment may not align with the internal party wall. During the initial survey of all properties, the Contractor is expected to flag this up, and to inform any neighbours that they will require access onto their property. In the case of any external works which may go beyond the boundary wall, disclaimers are expected to be recorded for each neighbouring property where access is required. This is for scaffold access, as well as boundary issues.

B4.5 Identification and Vetting

Contractors will ensure that engineers and or any employees engaged to undertake works on behalf of our Members have appropriate systems in place to ensure their employees can be clearly identified and carry photographic ID at all times.

Some of our Members may expect Contractors working for them to undertake an enhanced vetting process prior to working on their sites, where this is expected it will be made clear at the start of any Call Off process.

B4.6 Security Clearance

In the event a Member requires security clearance prior to works being undertaken on their Call Off Agreement; it is expected that; all labour directly employed and sub-Contractors must be vetted using the Members specified process.

In the event a Member requires security clearance as part of their Call Off, Contractors must note that no operative will be allowed on site until vetting clearance has been received, and that the Member is satisfied that nothing in the report in respect of that worker indicates that the worker is unsuitable to provide services under the Call Off Agreement.

All proposed site operatives must complete and return the vetting documentation within the specified time given to ensure that the Contract competes within the Members requested timescales. Failure to submit the documents within the specified time will not be deemed a valid reason for any extensions of time.

B4.7 Access to Properties (Domestic Works)

Access arrangements shall be agreed between the Contractor and Member under their Call Off agreement. Contractors should typically allow for the use of telephone calls, letters and missed appointment cards.

Where the Member stipulates that the Contractor will be required to make access arrangements with the tenant or building manager, this will typically consist of allowing three attempts to gain access at times that are convenient to both parties and leaving calling cards where failed access has occurred.

Where the Contractor has been unable to gain access to a tenant's property at the arranged appointment time, a missed appointment card should be left with details on how to re-arrange the appointment. The 3 attempts at appointment are all to be logged and available in the event of dispute and the Contractors are assumed to have made allowance for such within their costs.

Some Members may require the Contractor to agree to a system whereby the Contractor is to provide photographic evidence for appointments where they have been unable to gain access into a tenant's property.

If the Contractor has made 3 genuine attempts to gain access unsuccessfully a report detailing the attempt for access logs is to be issued back to the Member who will then commence their own action for access.

Where an abortive visit charge is allowable, the Contractor will only be able to claim where the exact agreed process has been followed and the required evidence submitted to the Member.

Alternative methods for arranging property access may be employed by some Members, these will be agreed during the selection process.

B4.8 Waste Management

Contractors are to include for daily removal of waste generated by the works, from site, leaving the properties, communal areas, and public rights of way clear at the end of each working day, in accordance with Waste Regulations.

All Contractors must comply with the latest edition of the Waste Regulations and Environmental Protection Act.

Part B5 – Client Care**B5.1 Client Care**

Works carried out under this Framework could be in occupied properties with tenants remaining in their homes for the duration of the work. Therefore, liaison with the occupiers will be an important issue to Members. It is expected that the only front line liaison work undertaken by the Member will be to inform tenants of when the work is intended to be carried out and by whom.

Contractors shall at their own expense provide all employees and Sub-Contractors working on Call Off Agreement with a minimum two-hour training course on customer care prior to commencement on site. Refresher training will be carried out at no greater than two year intervals. The training session should make reference to and be in line with the Member's customer care policy. A copy of this policy must be issued to all employees before commencement of the Call Off Agreement

Members may invite Contractors to attend their own customer care sessions/training.

It is the responsibility of the Contractor to ensure that every tenant is treated as a valued customer and with care, respect, and courtesy at all times. Arrangements should be put in place to adjust services to the individual needs of tenants, for example in relation to a tenant's spoken or written language, age, gender, or disability.

B5.2 Safeguarding

EEM encourage the use of safeguarding policies and processes as part of Members Call Off Agreements from our Framework. Members have ultimate responsibility for considering safeguarding risks and ensuring that their Call Off Agreement has a provision for the safeguarding of vulnerable adults and children.

Safeguarding applies to contracted work which involves direct contact with children, young people or vulnerable adults and work that is due to take place in or overlooks an area which children, young people or vulnerable adults regularly use.

As part of a Call Off process, Contractors will be expected to evidence that they have safeguarding policies and procedures in place and comply with and promote the principles of safeguarding. Contractors at their own expense will be required to ensure all employees assigned to contracts under this Framework, where safeguarding applies, hold a valid DBS.

Part B6 – Contractual Requirements

B6.1 General Data Protection Regulations

Contractors must act within the law at all times and shall observe their obligations under the Data Protection Requirements and shall not perform their obligations under this contract in such a way as to cause EEM or any Member to breach any of its applicable obligations under the Data Protection Requirements. They must maintain strict Member confidentiality and where appropriate comply with the Freedom of Information Act.

This includes any requirements under the new General Data Protection Regulations (GDPR).

B6.2 Framework and Call Off Agreement Conditions

EEM considers that the type and scale of works involved in this Framework will produce the best long term results, by operating in partnership with the Contractors.

Once awarded an overarching Framework Agreement will be established from which each EEM Member will call-off from.

As exact projects/works are unknown at this stage and may vary greatly throughout the Framework period, we are unable to provide individual contract terms. These will be made available to the Contractors for review during each selection process. It is envisaged that the main forms of contracts used under this Framework will be:

- a. <https://www.jctltd.co.uk/category/contract-families>
- b. <https://www.neccontract.com/NEC4-Products/NEC4-Contracts>

B6.3 Pricing

The completed price schedules (Part C) will be used to evaluate and appoint Contractors on to the Framework and will form the basis of the EEM pricing for the commencement of the Framework (Framework Base Rates). All pricing submitted in Part C is deemed to be a ceiling rate, Contractors will be able to discount these rates based on volume and requirements of an individual Call Off Agreement but will not be able to increase rates. The only exception to this is where additional services or requirements are requested that are over above the original Framework specification.

Members do not require separate prelims and Contractors will be asked to provide a cost inclusive of prelims. If separate prelims are required, this will be agreed and priced at the time of Call Off.

EEM will require a commission fee for the works. This shall be added to the Part C – Price Schedule of Rates **post-tender** and should NOT be included within the submitted Part C – Price Schedule. The Contractors cost for the management and payment of the fee shall be included.

The Framework Base Rates within the Price Framework (Part C) document will be fixed until for the first 12 months following the commencement date for the Framework. The rates shall be negotiated for each additional 12-month period. Negotiations will be based on evidence provided to support increased labour, material, and overhead costs. A minimum of 30 days' notice must be provided to EEM before any increases can be applied to the Framework rates.

Contractors will be required to submit a Price Change Request Form, one calendar month before the end of the current fixed priced period.

Any proposed price change will apply to all schedules within your pricing schedule. Individual rates cannot but increased disproportionately, particularly where the intention is to correct deliberate low pricing within the original tender.

Any price change requests agreed by EEM will be applied to your pricing schedules and will form the basis of any direct award Call Off and set the ceiling rate for mini competitions for the next 12 months.

Each Call Off Agreement will be awarded on the basis of fixed pricing for an initial agreed period. Thereafter, where the rates are in line with the EEM pricing schedule any changes accepted will be applied to the Call Off Agreement. Where the Call Off Agreement has been awarded following a mini competition, any requests for a price change must be in line with the terms agreed within the contract.

A copy of the EEM Price Change Request Form can be found within Appendix 3.

B6.4 Commission Payments

EEM operates a commission system for all goods, works and services procured through this Framework. The standard rate of commission is 1.5% which is added to all pricing as explained above in B6.3.

The process for the collection and payment of the commission owed will be monthly in arrears, as set out below:

Step 1 – From the 1st of each month data is prepared in anticipation of the statement request.

Step 2 – EEM sends a commission statement request around the 7th of each month.

Step 3 – All spend data for the previous month is added and sent back to EEM within 7 days.

Step 4 – EEM creates an invoice around 14th of each month using data received and sends this back with 30-day payment term.

If Commission Statements are sent after the 30-day payment window have lapsed (i.e., 30 days after the 14th of each month), then **immediate** payment will be required.

Call Off Agreements can run beyond the expiry date of this Framework; therefore we will continue to send a Commission Statement Request to every Contractor as long as they sit on a live Framework or have a live Call Off Agreement in place.

Failure to declare and/or pay commission is a direct breach of the Framework Agreement provided as Part E of this tender pack; the key clauses are provided below to ensure that all Contractors understand their obligations and the consequences of not following the procedure set out above.

*Clause 5.19.2 The Contractor shall within seven (7) days of the end of each month during the Framework Agreement Period send a report to EEM setting out the Commission to be claimed from the Contractor for that month (the **Commission Statement**). Commission plus VAT will be payable in respect of the Services performed pursuant to a Call Off Agreement and for which an invoice has been raised by the Contractor and been authorised for payment by the relevant Authorised User;*

Clause 5.19.3 shall pay the Commission plus VAT shown on the respective Commission Statement to EEM within thirty (30) days of the date of the report and shall confirm to EEM at the same time as paying Commission plus VAT the amount and date of the Commission payment and EEM will provide to the Contractor a valid VAT invoice;”

Clause 5.9 An Authorised User shall not award a Call Off Agreement to a Contractor using Selection if the Contractor confirms in writing that it does not want to or cannot carry out the Call Off Agreement offered, and an Authorised User may not (in its absolute discretion) award a Call Off Agreement to a Contractor using Selection if:

- Clause 5.9.9 Commission is due and owing to EEM and has been for a period of more than 90 days after the date stated in Clause 5.18.3.*

If after 90 days either your Commission Statement or invoice payment is outstanding, you will be suspended from the Framework and will be unable to be awarded any new Call Off Agreements. We will also report the money owed through our credit check portal, Creditsafe.

At this point EEM will also contact Members and request an up to date spend amount for any live Call Off Agreements you hold. Once this information is received, EEM will raise an invoice, if this is paid within 30 days your place on the Framework will be re-instated.

If this invoice is not paid within 30 days, we will ask the Member to withhold any monies due for works undertaken until the matter is resolved, at this point in time we will start proceedings to terminate your place on the Framework.

Where you believe there is a valid reason for late declaration or late payment you should notify EEM immediately upon becoming aware of the issue. EEM may agree to provide an extension of time should the Contractor be able to evidence the reason for the delay.

Part B7 - Contractor and Supplier Safety Rules**B7.1 Introduction**

The Contractor is required to ensure work is delivered in a manner that does not infringe health and safety regulations. Members have a responsibility to comply with the Health and Safety at Work Act 1974. To ensure this is achieved, the following document details the standards for Contractors to follow.

B7.2 General Working Practices and Site Rules

The rules listed below are the minimum expected by EEM for all Call Off Agreements and should be allowed for within the tendered prices:

- Any tasks / activities which are carried out must meet any statutory requirements. If there are any doubts the relevant site contact should be consulted.
- All site personnel must be compliant with any obligations arising to the Disclosure and Barring Service.
- Any work areas must be away from all other activities or segregated as required.
- Contractors must provide adequate supervision of their workforce at all times and ensure that safe working practices are observed. A nominated Manager / Supervisor must be appointed.
- All Contractors should follow any sign in and sign out procedures.
- Authorisation to be given by a company representative prior to the start of any job / task.
- Contractors must only work within authorised areas of the site.
- Contractors must ensure that their work area has been defined along with welfare, first aid facilities and emergency contacts on site.
- All Contractors must follow the requirements of their health and safety policy and associated procedures as a minimum compliance standard, this includes risk assessment and method statements / safe systems of work.
- Contractors must be adequately trained for the job / task that they are to perform. They must hold relevant training certificates for any plant / equipment plant that they will operate.
- Contractors must be approved by the Company prior to any works being carried out.
- The Contractors must provide relevant risk assessments and safe systems of work when requested.
- For certain jobs / tasks a Permit to Work will be required; the need for such a permit will be reviewed prior to starting any job / task.
- All Contractors must follow the specific rules of the site on which they are working.
- Contractors are responsible for keeping their work areas in a clean, tidy, and safe condition. Work areas must be regularly checked for tidiness and cleanliness.
- Contractors will use PPE as dictated by site rules or as a result of any risk assessment/s. Contractors will provide their own PPE.
- Contractors must not bring or consume any alcoholic drinks or illegal substances. Contractors suspected of being under the influence of alcohol or drugs will be asked to leave site.
- All site personnel are expected to behave in a courteous manner to tenants, service users and Members of the public during the works. The use of bad or offensive language will not be tolerated by any of our Members.
- All site personnel are expected to display the Contractors logo on clothing or high visibility jackets or have other acceptable means of identification at all times during the works. Any personnel who cannot provide proof of identification when requested will be reported.

- Smoking is prohibited in all properties by all site personnel.
- Radios, CD players etc. must not be played on site during the works.
- Site personnel must introduce themselves to the tenant before entering the property.
- Core hours of work will be 8am to 5pm Monday to Friday, however on occasions additional weekend hours may be needed to ensure delivery of the programme.
- At the end of each day the property must be left in a secure, weather proofed and clean condition.
- All rubbish and debris should be removed from site as it accumulates.
- Adequate protection, screening and sheeting should be provided for all fixtures, fittings, furniture, and other property of the tenants. The Contractor shall be liable for any damage caused by the execution of the works.
- Tenants should have uninterrupted access and egress to the property and all roads and footpaths in the vicinity of the working area should be kept in a clean, unobstructed, and safe state.
- Any plant, materials, mud, concrete or rubbish deposited on the roads or footpaths should be removed immediately. Concrete, mortar etc., shall not be mixed on roads or footpaths.
- Access for emergency vehicles must be maintained at all times.
- All necessary precautions should be taken to ensure the safety of tenants, Members of the public and site personnel.
- Where possible existing services are to be maintained until the new services are installed and ready for use. If temporary services are necessary, they must be adequate for their intended use and be approved in advance by the Member.

Should at any time the above site rules or any other contract specific site rules are not complied with, the Member reserves the right to remove the individual from working on any property until appropriate action has been taken. Should this occur on more than two occasions the Member has the right to ban the individual from working on any premises owned or managed by it.

B7.3 Site Supervision

Contractors shall nominate a Project Manager/Supervisor for the Contract. Their main role should include:

- Organise and monitor the day-to-day workloads of the Operatives and control of personnel on site;
- Management of overall progress for the work;
- Technical support to the Operatives and Employer;
- Health and Safety issues;
- Quality/inspection audits on all works carried out by the Operatives;
- Communicate, on a daily basis, to the Member or their representative regarding any problems, requests, etc.;
- Manage orders, deliveries, queries, and invoicing.

Any instructions given to the Project Manager/Supervisor shall be deemed to have been given to the Contractor.

The named Project Manager/Supervisor representative must not be changed or taken away without prior notification to the Member.

Contractors are required to ensure that all employees and sub-Contractors working on the Call Off Agreements are familiar with all the requirements of the specification and schedules.

B7.4 Tools and Equipment on Site

- All equipment and tools brought on to a premises by Contractors must be of sound construction, safe to operate and meet any statutory requirements.
- Relevant maintenance inspections and testing (as per manufacturers requirements) should have been carried out and records should be available for inspection upon request.
- On no account should any Contractors use any equipment not under their control unless written authorisation is given by a Manager / Owner.

All power tools used on site should be powered by an 110v transformed or from rechargeable batteries. The recharging of batteries should not take place in properties.

B7.5 Personal Protective Equipment (PPE)

Contractors must provide their employees with safety equipment and protective equipment relative to the job / task and risk assessment. PPE must be used as directed.

Where notices on sites indicate that PPE must be used the Contractors has the duty to follow any requests.

NOTE: PPE should always be regarded as a 'last resort', so engineering controls and safe systems of work should always be considered first as it may be possible to do the task by another method which does not require the use of PPE.

B7.6 Fire Prevention and Arrangements

Contractors must do all that is reasonably practicable to prevent fire. Suitable fire precautions will be maintained, and Contractors will be instructed in fire procedures.

All Contractors must:

- Be aware of the site fire procedures, including alarm systems, escape routes from work areas and assembly points.
- Ensure sources of fuel, ignition and oxygen are adequately controlled.
- Adhere to hot works permits when required.
- Not overload any electrical or mechanical equipment.
- Only smoke in designated smoking areas.
- Keep ignition and fuel sources separated as far as possible.
- Store all flammable and highly flammable substances in the correct fire resistant cabinets when not in use and keep the quantities used and stored to a minimum.
- Regularly remove waste materials from inside buildings.
- Store waste materials in bins, skips and containers as far away from buildings and other fuel sources as is reasonably practicable.
- Ensure that they are familiar with the alarm sound, evacuation procedures and assembly points at the location where they are working.
- Not obstruct, interfere, or misuse any fire-fighting equipment, alarm systems or escape routes and doors.
- Inspect their work area at the end of each day to ensure that no sources of ignition remain.

B7.7 Control of Substances Hazardous to Health (COSHH)

Contractors must comply with the general regulation, and follow the guidelines below:

- Substances may only be brought onto a site if authorised.

- Store and use all products in accordance with manufacturer's instructions.
- Material Safety Data Sheets must be available for all substances used.
- Store and use all personal protective equipment (PPE) correctly and report any defects or damage to your Line Manager immediately.
- Check all PPE before use; do not use faulty or damaged equipment.
- Store dirty or contaminated personal protective equipment separately.
- Ensure that you wear any PPE provided for job role or the activity that you are doing based on any manufacturers' instructions or the findings of Company risk assessments.
- Do not eat, drink, or smoke when using or in areas of hazardous substance use.
- Use appropriate welfare facilities provided to ensure that your hands are clean before eating and drinking.
- Always dispose of hazardous substances or hazardous waste correctly.
- Report any health issues immediately.

B7.8 Noise

- Contractors must comply with the Control of Noise at Work Regulations and ensure that activities carried out do not expose any of your employees or people on the site to noise levels in excess of 80 decibels (A).
- If any Contractors work involves noise that is likely to be above 80 decibels (A) a site contact must be informed to ensure that the necessary controls can be applied.
- Suitable PPE must be used by any Contractors.

B7.9 Machinery and Vehicles

- On no account should any Contractors use any vehicles, plant, equipment, or machinery under the control of the Company unless written authorisation is given by a Senior Manager on the site.
- Only suitably trained and authorised people should operate vehicles, machinery, or plant. Training certification and / or licences must be correct and current for the type of vehicle, machinery or plant that is to be driven or operated.

B7.10 Loading and Unloading

- Equipment must only be loaded or unloaded by trained and competent persons. The Contractors must provide and follow a detailed risk assessment and safe system of work for loading and unloading operations.
- Vehicle movement must be well controlled, with speeds kept as low as possible. Site speed limits must be followed.
- Contractors are not permitted to use any specific loading and unloading equipment owned by the site unless prior written authorisation is provided.

B7.11 Accidents and Incidents

An accident is an unplanned event that may result in injury to persons, damage to property, materials, or equipment. All Contractors shall comply with the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). Reportable accidents and dangerous occurrences must be notified to the Health and Safety Executive by the quickest practicable means.

All Contractors are required to:

- Report all accidents or incidents, regardless of outcome, to their Line Manager and to relevant site contact.
- Report all reportable accidents and dangerous occurrences under RIDDOR to the relevant officer as soon as is practicable.
- Record accidents / incidents in the site accident book in addition to the Contractors accident book.
- Contractors should be aware of the location of first aider and first aid supplies of site.

B7.12 First Aid

Contractors are required to supply their own first aid provisions when determined by risk assessment. The use of facilities on site must be agreed between the relevant parties.

B7.13 Photography

Contractors are not permitted to take any photographs without the prior permission of the site.

B7.14 CDM (Construction Design Management) only where applicable

Contractors are required to adhere to the Construction (Design and Management) Regulations.

All designs will address health and safety issues and the project will aspire to be injury and incident free. All health and safety risks, including occupational health and safety, will be assessed, communicated, and managed.

All operatives and staff will hold an appropriate CSCS card.

All site accident reports, RIDDOR reports and accident investigations should be sent to the Principal Designer within 3 days of the accident.

Copies of general site inspection forms should be sent to the Principal Designer on a monthly basis.

The Principal Contractor will ensure that any Contractor and designer it appoints meet their own duties under the CDM Regulations 2015 as outlined in the ACOP. The Principal Contractor will provide to the Member 1 copy on paper and 1 copy on USB or alternatively agreed format of the Health and Safety File and Operating and Maintenance Manual, at Practical Completion. The Principal Contractor is advised that the CDM Regulations relating to Health and Safety in construction will apply on all developments. The Principal Contractor will be appointed as such under the terms of the CDM Regulations and will be responsible for the development, preparation of, and compliance with the Construction Phase Health and Safety Plan in accordance with the CDM Regulations 2015. The cost of complying with these regulations shall be included within the Contract Sum.

B7.15 Asbestos only where applicable

Members have a responsibility to comply with the Control of Asbestos Regulations 2012 and relevant approved codes of practice and guidelines.

The Contractor must ensure that their site operatives, including any sub-Contractors undertake annually, an Asbestos Awareness Training course that satisfies the requirements of regulation 10 of the Control of Asbestos Regulations 2012 and the supporting approved code of practice L143 'Managing and Working with Asbestos'.

Many Members maintain their own in-house asbestos database which Contractors will be given access to prior to commencing any works. Information stored against each property may vary across each Member dependent on their approach to asbestos surveys.

The Contractor must report immediately to the Member in the event any suspected asbestos-based materials are discovered during demolition/ refurbishment work. Avoid disturbing such materials and agree a detailed process for the survey and removal of asbestos with the Member before the commencement of the Call Off Agreement.

Part B8 – Experience, Qualifications and Accreditations

B8.1 Experience, Qualifications and Accreditations

To demonstrate your competence and compliance it is expected as a minimum the Contractor will hold the qualification detailed below and also be compliant with the regulations and standards stated below however, other suitable certified qualifications might exist.

Contactors and sub-Contractor's employees working on any projects under the Framework must be able to demonstrate competency and have sufficient knowledge, experience, and training to carry out the works.

Accreditations, Legislation, Memberships, Qualifications, Regulations and Standards – general
Original equipment manufacturer's recommendations and specific warranty period maintenance requirements.
Have a valid Health and Safety accreditation, based on an assessment by any of the SSIP Forum Member schemes as having met Stage I of the Core Criteria, (except for Construction line which does not carry out health and safety assessments to the Core Criteria) or holds UKAS accredited third party certification - ISO 45001.
Please click the link below to see the latest SSIP Forum Membership list and see if your company holds any of the relevant Health and Safety accreditations https://SSIP.org.uk/wp-content/uploads/2023/04/SSIP-Forum-Members-25.04.2023.pdf
CSCS – General labour or associated Builders work.
The Control of Asbestos Regulations 2012 (CAR12)
Management of Health and Safety at Work Act Regulations (MHSWR) 1999
Manual Handling Operations Regulations 1992
Control of Pollution Act 1974
Control of Substances Hazardous to Health regulations 2005 (COSHH).
Data Protection Act 1998
The Health and Safety at Work Act 1974
The Equality Act 2010 formally The Disability Discrimination Act
The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1985(Riddor)
The Management of Health and Safety at Work Regulations 1992
The Control of Asbestos Regulations 2012 (CAR12)
Public Health Act 1961
Environmental Protection Act 1990
Control of Substances Hazardous to Health, 1988
Litter Act 1983
The Working at Height Regulations 2005 (WAHR)
The Control of Noise at Work Regulations 2005
The dangerous substances and Explosive Atmospheres Regulations 2002 (DSEAR)
Grounds Maintenance and Tree Surgery
NPTC Level 2 award in relevant Tree surgery works
BS 7370-1:1991
Grounds maintenance. Recommendations for establishing and managing grounds maintenance organizations and for design considerations related to maintenance
BS 7370-2:1994

Grounds maintenance. Recommendations for the maintenance of hard areas (excluding sports surfaces)
BS 7370-4:1993 Grounds maintenance. Recommendations for maintenance of soft landscape (other than amenity turf)
BS 5837:2012 Trees in relation to design, demolition, and construction. Recommendations
BS3998 - Tree Work Recommendations.
Waste Management
ISO 45001 Occupational Health and Safety
ISO 14001 Environmental Management
ISO 50001 Energy Management
Waste carry License
The Landfill Directive and other Regulations

Part B9 – Service Level Requirements

B9.1 Service Level Requirements

Members will specify their service level requirements under their individual Call Off agreements from the Framework.

Below are the standard Framework service level requirements, Members under their individual Call Off Agreements may alter these requirements to suit their service level expectations.

B9.2 Response Periods

Specific service level requirements and response times will be agreed between the Member and Contractor as part of the Call Off Agreement. However, EEM expect the below listed to form the typical Service Level and Key Performance Indicators set by our Members however the below list is not guaranteed, and Members may opt for alternative and or additional requirements to form part of the Call Off Agreement service level requirements.

- Undertake pre and post work agreed surveys and report back to the Member in accordance with agreed timescales.
- Works completed in accordance with agreed programme cycle and target schedules.
- Customer satisfaction and Contractor performance.
- Accuracy of pricing and number of variations.
- Number of complaints and response to complaints in accordance with agreed timescales.
- Number of defects
- Number of reportable accidents.

B9.3 Account Management Service Levels

Account Manager	A Nominated Account Manager must be provided to both EEM and Members. During times of absence appropriate cover is to be available. The Account Manager will be required to attend regular review meetings as requested by both EEM and Members.
Customer Care	The Contractor shall meet the customer care expectations of each Member as agreed in each Call Off Agreement. The minimum standard is stated above in B5.
Service Problems	The Contractor must notify the Member as soon as they become aware of any issue which may delay or alter the agreed programme. The Member will expect the Contractor to propose solutions to any issues and work together to prevent similar issues arising in the future.
Variations	Any contractual variations shall be in writing and signed by the Member or their authorised representative and the price/additional works shall not become effective until they have been agreed in writing.
Complaints Procedure	Complaints should be responded to and resolved within 24 hours and a full report provided within 72 hours.
Value Engineering	The Contractor must be willing to provide financial benefit through value engineering and ensure efficiency savings are achieved year on year throughout the duration of this Framework.

B9.4 Account Administration Service Levels

Purchase Orders	No orders shall be accepted without a valid order number. Orders shall be raised for the entire scope of works or elements of work. The Contractor shall receive an order for work as indicated below. The Pricing Framework will be applied to work on each order. Each order shall state a commencement and completion date where relevant, which will be based on the amount of work contained within the schedule and agreed with the Contractor.
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Payments	The Member shall pay all invoices (including any Value Added Tax properly chargeable thereon) within 30 days of receipt providing the Member has certified for payment
Invoicing	Invoices submitted are to be in line with the agreed payment process as agreed during the Call Off.
Performance Reporting	Performance reporting will be required by Members as part of their performance monitoring system. Contractors will be expected to adhere to any requirements set by the Members. EEM may also be included monitoring of performance to ensure that our approved Contractors are delivering the expected service levels.

B9.5 Framework Management Service Levels

The Framework management service level requirements set out below are to manage the communication and relationship between EEM and our Contractors. Your performance against each service level will be monitored by EEM and reported during your annual review meetings.

Commission Statement Requests	To be sent within 7 days of request from EEM. The request from EEM will usually be sent on the 7th of each month. All data should be returned to EEM in the standard Commission Statement format, data reported in alternatives format may be rejected. Failure to report the EEM commission may result in suspension or termination from the Framework. Please see B6.4 above for the potential consequences of late reporting.
Commission Invoice Payment	EEM will start to raise invoices from the 14th of each month. Payment terms are 30 days from the <u>date of invoice</u>. Failure to pay the EEM commission may result in suspension or termination from the Framework. Please see B6.4 above for the potential consequences of late payment.
Price Change Requests	Price Change Requests to be received one calendar month before the anniversary date of the Framework
Insurance with the stated indemnity limit must be held for the duration of the Framework	Employer's £5 million for each and every claim Public Liability £5million for each and every claim An annual check of insurance levels will be undertaken by EEM. All requests for updated certificates should be returned within 7 days of request.

B9.6 Performance Monitoring

A detailed performance monitoring system will be established with each Member prior to the commencement of any Call Off Agreement. This will include an agreed set of key performance indicators which will be monitored on a monthly basis. Example indicators are:

- Customer satisfaction
- Timescale for completion of service
- Defects resolution
- Predictability of spend.

B9.7 Response Periods

Maximum response times or a completion dates will be agreed at the start of every Call Off Agreement between the Contractor and Member.

Contractors will be expected to complete all work to the given specification and will be measured by the agreed KPIs. Regular review meetings will take place to ensure that both quality and performance is maintained.

The Call Off Agreement may be terminated if the agreed response times are not met or the service provided fails to meet with the agreed specification and/or the Contractor breaches the terms of the contract (including KPI's). The contract may also be suspended temporarily or permanently.

Representatives from EEM may be included in the monitoring of individual Call Off Agreements to support and assist our Members and also to ensure that Contractors who secure a place on the Framework are working to the required standards.

B9.8 Social Value

Both locally and nationally, there has been increasing crystallisation in recent years of the importance of public services in generating wider benefits to residents alongside just simply delivering core services. Most recently, this has culminated in the passing of the Public Services (Social Value) Act 2012 (SVA), which makes it a legal requirement for public bodies to consider how they might improve the social, economic, and environmental wellbeing of their local area.

This has led many Members to develop their own initiatives to meet this requirement. Detailed requirements of any initiatives applicable to works detailed in this specification will be outlined during the mini competition process. These may include (but are not limited to):

- Use of local employment hubs for any recruitment directly linked to the Call Off Agreement
- Requirements to take on apprentices.
- Supporting local community schemes
- Working with local schools and colleges
- Development of an Employment and Skills plan for the duration of the Call Off Agreement
- Monitoring social value through a nominated measurement tool
- Support of initiatives such as Women in Construction

EEM are keen to support Members with these initiatives all successful Contractors will be expected to engage with and fully support the Member where required.

Part B10 – Form of Tender**TO BE COMPLETED AND RETURNED WITH REQUESTED DOCUMENTS**

I/We have read and understood the Invitation to Tender and do hereby offer to execute and complete in accordance with this Specification, the Conditions of Tendering and the EEM Framework Agreement all as contained within this ITT documentation, immediately on its presentation by the Employer.

I/We* hereby tender the price, which includes for profit, preliminaries, on-costs, and overheads, understand that it will be used by the Members to ascertain the rates and prices to be used to measure and value all work undertaken under the Framework.

I/We understand that EEM may accept all, part, or none of the tender proposed.

I/We* understand that my/our* price shall remain firm and fixed for twelve months from the Framework commencement date.

I/We* understand that this tender is to remain open for a period of six calendar months from the date for return of tenders.

I/We* understand that the EEM is not bound to accept the lowest or any tender received and will not pay any expenses incurred by me/us* in connection with the preparation and submission of this tender.

In submitting this Form of Tender I/we* warrant and represent to and undertake with EEM that:

- (a) I/We* have fully understood the entire content of the tender documentation in particular, I/We* fully understand and fully accept the obligations set out - and that, accordingly, my/our* submission is made in the knowledge and acceptance of all the content of the documents, without exception whatsoever.
- (b) All information, representations and other matters of fact communicated (whether in writing or otherwise) to EEM by the Contractor, or its employees, in connection with this Form of Tender are true, complete, and accurate in all respects.
- (c) I/We* have not submitted this Form of Tender, nor will enter into the Framework Agreement in reliance upon any representation or statement (whether made orally, in writing, or otherwise) which may have been made by EEM, except a representation contained within the tender documents or made by EEM in writing.
- (d) If awarded all or elements of the Work, I/We* have full power and authority to enter into the Framework Agreement and subsequent Call Off Agreements to carry out the Work. I/We* will fully discharge my/our* obligations under the Framework Agreement and will meet the performance and quality targets set out therein from the commencement of such agreement and will assist EEM and their Members as required on performance, quality, and administration of the works.
- (e) I am/we are* of sound financial standing and have sufficient working capital available to me/us* to carry out the Work in accordance with the agreement for the entire duration of the Framework Period.

I/We confirm that the company bidding and/or its directors/partners have or have not been convicted of any of the following offences:

- conspiracy; corruption; the offence of bribery; fraud (within the meaning of the offence of cheating the Revenue, the offence of conspiracy to defraud, fraud or theft, fraudulent trading, defrauding the Customs, an offence in connection with taxation in the EC, destroying defacing or concealing of documents or procuring the extension of a valuable security;
- money laundering; any other offence within the meaning of Article 45(1) of the Public Sector Directive and has not been: in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with any creditors or any analogous state, or subject to relevant proceedings;
- convicted of a criminal offence relating to business or professional conduct;
- committed an act of grave misconduct in the course of business;
- failed to fulfil its obligations relating to the payment of social security.
- contributions and or payment of taxes;
- guilty of serious misrepresentation in providing any of the information required under this regulation.

All information supplied is accurate to the best of our knowledge, that we have assessed and identified any information which we consider to be confidential and should not be released without consultation and we will undertake to notify EEM of any material changes in the Company's position.

I/We certify that this offer is made without prejudice to our liability for breach of any of our obligations under the Framework Agreement and (the Tenderer) shall be liable for and shall indemnify EEM against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law in respect of:

- any financial or economic loss
- in consequence of or in any way arising out of any infringement of any copyright, patent etc applying to the design, equipment and, or services supplied and in consequence of or in any way arising out of any defect in the design, equipment and, or services or the delivery and, or installation and, or commissioning (as appropriate) of the design, equipment and, or services by the Tenderer, its servants or agents except insofar as such loss, damage or injury shall have been caused by negligence on the part of EEM, its servants or agents.

I/We acknowledge that if we have acted or shall act in contravention of this signed 'form of tender' statement, EEM shall be entitled to recover from ourselves the amount of any loss and expense resulting from such omission/s.

Should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer submitted by me/us, I/we shall correct these errors immediately by written confirmation. EEM reserves the right to consider my/our revised bid and withdraw its offer to purchase the goods or services.

I/we acknowledge that if I/we return a tender bid and if I/we act or shall act in contravention of the terms within this ITT, EEM will be entitled to cancel the agreement and to recover the amount of any loss and expense resulting from such a cancellation.

I/we have read the above statements and I am authorised to agree the Terms.

I/we understand that a commission will be payable to EEM on any works carried out as set out in Part E EEM Framework Agreement.

I/we have submitted our rates as Nett and are therefore exclusive of the commission which will be payable to EEM. I/we understand that a percentage will be added to these rates following the award of the Framework.

Signed:

Print Name:

Position:

Name of organisation:

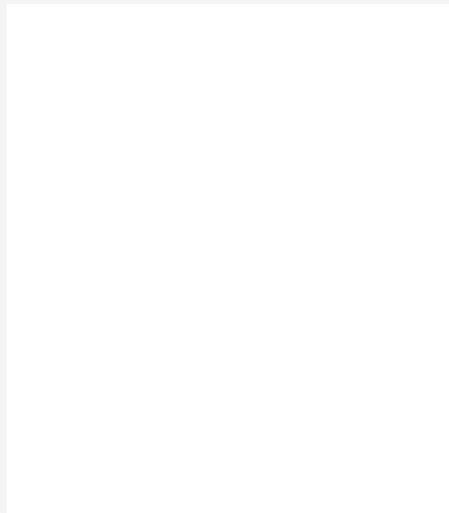
Date.....

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