



## **ADVANCE PUBLICATION OF REPORTS**

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members  
and operational key decision makers.

Once signed all decisions will be published on the Council's  
Publication of Decisions List.

- 1. AWARD OF A WATER TANK WORKS CONTRACT (HOUSING COMPLIANCE)** (Pages 1 - 28)
- 2. AWARD OF REPAIRS SUPPORT CONTRACTS** (Pages 29 - 56)

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## London Borough of Enfield

<b>Report Title:</b>	Award of a Water Tank Works Contract (Housing Compliance)
<b>Report to:</b>	Strategic Director of Housing and Regeneration – Joanne Drew
<b>Cabinet Member:</b>	Cllr Savva – Cabinet Member for Social Housing
<b>Directors:</b>	Strategic Director of Housing and Regeneration: Joanne Drew
<b>Report Author:</b>	Head of M&E Compliance: Ayfer Chol ayfer.chol@enfield.gov.uk
<b>Ward(s) affected:</b>	Borough-wide/All
<b>Key Decision Number</b>	KD5638
<b>Classification:</b>	Part 1 & 2 (Para 3)
<b>Reason for exemption</b>	Information relating to the financial or business affairs of any particular person (including the authority holding that information).

### Purpose of Report

1. To obtain approval to award a Water Tank works Contract (Housing Compliance)

## Recommendations

- I. That approval be given to award and enter into a contact with “Contractor A” for Water Tank Works (Housing Compliance) for an initial term of 3 years for the contract price detailed in the confidential appendix.
- II. That authority to extend the contract for a 2 further years (in one-year increments) be delegated to the Strategic Director of Housing and Regeneration.
- III. That approval be given for the total budget including the contract price, the contingency sum, inflationary allowance, and staff costs detailed in the confidential appendix

## Background and Options

2. As a landlord the council has statutory compliance responsibilities including ensure this compliance of housing water supplies. This contract includes, but is not limited to, the following works items:
  - Minor Water Hygiene Remedial Works (generated from Water Hygiene Risk Assessments & Monitoring / Inspections)
  - Major Remedial Works (Investigative services / pre-work surveys & Cold Water Storage Tank Replacement Works)
  - All aspects of water tank remedial actions, minor works including emergency works (Call-Outs - both during and out of hours) and major works(communal water tank replacements).
3. This contract undertakes remedial works (identified from an independent servicing contractor) to ensure compliance and safety is maintained in council housing blocks.
4. The contract delivers works to communal areas of blocks with leaseholders and therefore the section 20 process applies. This report authorises the award of this contract subject to the Section 20 observation period, any relevant observations following leaseholder notices will be referred to the decision maker of this report ahead of contact award.
5. The pre-tender estimate for these works was under the Public Contract Regulation (PCR) threshold, and therefore in accordance with the Councils Contract Procedure rules a competitive process was followed.
6. Tenders were issued via the London Tenders Portal (LTP) Project Information Ref – DN689604 from a select list. The process includes a minimum requirements questionnaire which ensures bidders are suitably competent and experienced in the works element. The tender submissions of the compliant bidders have been evaluated in line with the process set out in the Invitation to Tender. One bidder returned a response.

7. The tender was evaluated based on a quality/cost split of 50/50.
8. The form of contract will be JCT Measured Term Contract (MTC), which has been tendered on a schedule of rates to allow for the flexibility of increased or decreased volumes dependant on the remedial actions identified by the inspections.

### **Preferred Option and Reasons for Preferred Option**

9. Consideration was given to delivering water servicing inspections through this contract, however this was discounted as it is best practice to have a separate party inspecting compliance (i.e. previously completed works) and recommending remedial actions to ensure the risk of works being over specified is reduced.
10. At tender stage it was decided to procure two contracts splitting the borough geographically, however the existing programme has accelerated prior to the award of this contract and therefore slightly less works are forecast through this contract than originally envisaged and considering the receipt of one tender it is recommended that one contract is awarded for these works.
11. In terms of procurement options there were three main routes for consideration:
  - a) Use of a suitable consortia framework agreement, with appointment via direct award or mini tender.
  - b) Unilateral tendering utilising the open process.
  - c) Tendering the opportunity to a select list of bidders following market engagement.
12. Using a framework can save time and money, while still delivering a service specified to local requirements. Under this route contractors are assessed for suitability prior to joining the framework and have signed up to pre-agreed terms and conditions. Standard documentation is also provided as well as support from the framework itself. However, the section 20 implications of framework routes can mean this route is open to challenge by leaseholders and contributions may be at risk.
13. Unilaterally tendering a contract allows clients to create bespoke documentation designed to fit their requirements. This approach also opens the opportunity to tender to a wider group of bidders however is more costly and time consuming to evaluate an unlimited number of bids. In this instance as the contract is estimated at under the PCR threshold open advert to the market is not required.
14. As the estimated value of the contract was under the PCR threshold the Councils Contract Procedure Rules as a competitive process is required, where at least 5 selected tenderers can be invited. This process was chosen as it minimises the timescales of the procurement process and limits the number of responses which can be resource intensive to evaluate.

15. Tendering a contract using the JCT Measured Term Contract is the preferred approach as this allows the council to flex the quantities of works in line with the requirements identified as required.

### Relevance to Council Plans and Strategies

16. The contract will support the following objectives from the Council Plan:

- a. **More and better homes:** the programme will improve the quality and safety of existing homes and therefore positively impact on the wellbeing and quality of life for our residents.
- b. **Sustain healthy and safe communities:** improving the existing homes where people desire to live will help to create and maintain healthy and confident communities.
- c. **An economy that works for everyone:** ensuring residents can fully participate in activities within their neighbourhood.

### Financial Implications

#### Summary

17. This report is requesting approval to award the Water Tank Works Contract (Housing Compliance) and enter into a contract with contractor A for an initial term of 3, with a delegation to extend the contract for a further 2 years if required.

18. To approve an estimated 5-year contract budget of £1,970,000 which includes a contract sum of up to £1,740,077, inflation allowance of 4% per year and 10% contingency.

19. The below table shows the required budget for the works

Capital C300396	Capital Budget
<b><i>Expenditure:</i></b>	<b>£m</b>
Contract Sum	1.74
10% Contingency	0.19
Inflation	0.04
<b>Total project cost</b>	<b>1.97</b>
<b><i>Funded by:</i></b>	
Major repairs reserve	1.97
<b>Total funding</b>	<b>1.97</b>

Capital budget impact

20. The water tank works contract is included within the approved capital programme agreed at Council in February 2023.

21. The table below shows the breakdown of the 5-year contract:

	2024-25	2025-26	2026-27	2027-28	2028-29	Total
Expenditure	£m	£m	£m	£m	£m	£m
Contract	0.69	0.60	0.15	0.15	0.15	1.74
Contingency	0.07	0.06	0.02	0.02	0.02	0.19
Inflation	0.00	0.01	0.01	0.01	0.01	0.04
Total	0.76	0.67	0.18	0.18	0.18	1.97

Revenue budget impact

22. There will be no revenue impact.

23. These costs are included within the HRA business plan.

Impact on Borrowing

24. There will be no borrowing impact, these works are funded from the HRA major repairs reserve.

Leaseholders

25. Leaseholders will be required to contribute to the cost of the communal servicing and the section 20 process has been followed.

Risks

26. The contract is a JCT Measured Term Contract, which allows the council to flex the quantities of each services ordered according to the changes in the number of homes over the 5-year term. This will give the Council flexibility in the contract and allows for changes or reductions in budget if required, within approved contract value.

**Legal Implications**

27. The Council has the power under section 1(1) Localism Act 2011 to do anything individuals generally may do providing it is not prohibited by legislation and subject to Public Law principles. There is no express prohibition, restriction or limitation contained in a statute against use of the power as recommended in this report. The Council has the power to alter, repair or improve its housing stock in accordance with section 9 of the Housing Act 1985. Under section 11 of the Landlord & Tenant Act 1985 the Council has repairing obligations in respect of properties which are

occupied by its tenants and these obligations cover structure, the exterior including drains, gutters, external pipes, installations in homes including water, gas, electricity and sanitation. Further, under section 111 Local Government Act 1972 local authorities may do anything, including incurring expenditure or borrowing which is calculated to facilitate or is conducive or incidental to the discharge of their functions. The recommendations in this report are in accordance with these powers.

28. The Council also has a statutory duty under Section 20 of the Landlord and Tenant Act 1985 to undertake a consultation with leaseholders whose homes will be included on the programme and who will subsequently be charged a proportion of the costs incurred. The purpose of the consultation procedure is for leaseholders to be kept informed at the key stages of entering into a new contract and to permit leaseholders to make written observations within stipulated time periods, to which the Council is required to have regard.
29. There are sanctions for failing to comply with Section 20 which could restrict the Council's ability to recover costs from leaseholders as statutory caps can be imposed as to how much it can recover through service charge.
30. The contract being awarded is below the EU procurement threshold for Works, and so the Public Contracts Regulations 2015 do not strictly apply to this procurement process. However, the Council must comply with the procurement principles set out in its Contract Procedure Rules.
31. The contract must be in a form approved by Legal Services on behalf of the Director of Law and Governance and must be executed under seal.
32. The Contract Procedure Rules require that for contracts with a value of £1m or above, sufficient security (e.g. a performance bond or parent company guarantee) from the supplier must be required to manage risk. Where the supplier cannot provide security, but the Council has decided to accept the level of risk, then the Executive Director of Resources must approve the financial risk prior to any award. The relevant Authority Report must set out the reason why it is proposed that the contract should be awarded despite absence of security and what measures are to be taken to manage this risk. Evidence of the form of security required, or why no security was required, must be stored and retained on the E-Tendering Portal.
33. The Key Decision process under the Constitution must be followed as the project cost being approved is above the Key Decision threshold of £500,000.
34. As only one bid was received, officers must be able to demonstrate that Value For Money will be achieved.



### **Equalities Implications**

35. An Equality Impact Assessment has been undertaken and appended to this report. It has been assessed that this contract will have no significant impact on those with protected characteristics.
36. The works will be delivered boroughwide to various communal areas and will benefit residents irrespective of the protected characteristics of the residents.
37. Access may be required via properties to access communal loft spaces. The successful contractor will be required to ensure all operatives will be fully briefed in line with the council's safeguarding policy. The terms and conditions of the contract will require adherence with the Equalities Act and contractors will be required to share their Equality Diversity and Inclusion policy to assure the council of their recruitment policies.
38. Engagement with residents will be undertaken by the Contractor in accordance with their processes for resident engagement and liaison which were evaluated as part of their tender submission which will be adapted according to the profile of the resident e.g. vulnerability, language spoken.

### **Environmental and Climate Change Implications**

39. The contractor will be expected to comply with the minimum requirements of the council sustainable and ethical procurement policy.
40. The contractor has indicated they can provide Local Exhaust Ventilation (LEV) assessments in accordance with HSG258 utilising BOHS P601 qualified occupational hygienists. This contributes to the compliance of working areas for staff undertaking these services.
41. Within contract mobilisation, opportunities to reduce the carbon impact of the works will be reviewed.

### **Public Health Implications**

42. The works will improve the living conditions of those residents that receive works. This aligns with the provisions of the Enfield Joint Health and Wellbeing Strategy, which refers to the importance of housing quality as a determinant of health.
43. The contractors will be completing works in-line with the government's Covid Secure and CLC guidelines. They are required to provide a detailed method statement and risk assessment for each activity and the Council, and its advisors will review and comment on these prior to the commencement of works.

### **Safeguarding Implications**

44. The works will require Contractors to enter resident's homes and therefore the Contract Documents require Disclosure & Barring Services (DBS) and adherence with the Council's Safeguarding Policy.
45. In addition to the above the Contractor is required to provide a dedicated Resident Liaison Officer (RLO) whose role is to ensure that residents needs are reflected in the processes adopted by the Contractors. Evaluation of the Contractors offer in this area are a component of the qualitative evaluation.

### **Procurement Implications**

46. The procurement was carried out on behalf of the Council by Echelon Consultancy Limited. As the procurement was not led by Procurement Services, ultimate accountability for procurement compliance lies with Echelon Consultancy Limited.
47. As the contract is over £1,000,000 the supplier must be required to provide sufficient security in accordance with Clause 7 (Financial Security) of the Councils Contract Procedure Rules.
48. The service must ensure that authority to procure has been obtained and must be uploaded onto the London Tenders Portal.
49. The procurement and award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of the executed contract must be undertaken on the London Tenders Portal including future management of the contract.
50. As this contract will be over £500,000, the CPR's state that the contract must have a nominated contract manager in the Council's e-Tendering portal. Contracts over £500,000 must show evidence of contract management of KPI's to ensure VFM throughout the lifetime of the contract. The contract will be managed in line with the Contract Management Framework and evidence of robust contract management, including, operations, commercial, financial checks (supplier resilience) and regular risk assessment shall be uploaded into the Council's e-Tendering portal.
51. The awarded contract must be promoted to Contracts Finder to comply with the Government's transparency requirements.

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**Appendices:** Appendix 1: Restricted Appendix (Confidential)  
Appendix 2: Equality Impact Assessment

**Background Papers**  
None

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

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## Enfield Equality Impact Assessment (EqIA)

### Introduction

The purpose of an Equality Impact Assessment (EqIA) is to help Enfield Council make sure it does not discriminate against service users, residents and staff, and that we promote equality where possible. Completing the assessment is a way to make sure everyone involved in a decision or activity thinks carefully about the likely impact of their work and that we take appropriate action in response to this analysis.

The EqIA provides a way to systematically assess and record the likely equality impact of an activity, policy, strategy, budget change or any other decision.

The assessment helps us to focus on the impact on people who share one of the different nine protected characteristics as defined by the Equality Act 2010 as well as on people who are disadvantaged due to socio-economic factors. The assessment involves anticipating the consequences of the activity or decision on different groups of people and making sure that:

- unlawful discrimination is eliminated
- opportunities for advancing equal opportunities are maximised
- opportunities for fostering good relations are maximised.

The EqIA is carried out by completing this form. To complete it you will need to:

- use local or national research which relates to how the activity/ policy/ strategy/ budget change or decision being made may impact on different people in different ways based on their protected characteristic or socio-economic status;
- where possible, analyse any equality data we have on the people in Enfield who will be affected eg equality data on service users and/or equality data on the Enfield population;
- refer to the engagement and/ or consultation you have carried out with stakeholders, including the community and/or voluntary and community sector groups you consulted and their views. Consider what this engagement showed us about the likely impact of the activity/ policy/ strategy/ budget change or decision on different groups.

The results of the EqIA should be used to inform the proposal/ recommended decision and changes should be made to the proposal/ recommended decision as a result of the assessment where required. Any ongoing/ future mitigating actions required should be set out in the action plan at the end of the assessment.

## Section 1 – Equality analysis details

<b>Title of service activity / policy/ strategy/ budget change/ decision that you are assessing</b>	<b>Award of a Water Tank Works Contract (Housing Compliance)</b>
<b>Team/ Department</b>	<b>Compliance – Council Housing – Housing Regeneration Development</b>
<b>Executive Director</b>	<b>Joanne Drew (Strategic Director)</b>
<b>Cabinet Member</b>	<b>Cllr Savva</b>
<b>Author(s) name(s) and contact details</b>	<b>Ayfer Chol - 0207 038 0183, ayfer.chol@enfield.gov.uk</b>
<b>Committee name and date of decision</b>	<b>N/A</b>
<b>Date of EqIA completion</b>	<b>05.01.2024</b>

<b>Date the EqIA was reviewed by the Corporate Strategy Service</b>	<b>09.01.2024</b>
<b>Name of Head of Service responsible for implementing the EqIA actions (if any)</b>	<b>Ayfer Chol - Head of Compliance</b>
<b>Name of Director who has approved the EqIA</b>	<b>Andrew Cotton</b>

The completed EqIA should be included as an appendix to relevant EMT/ Delegated Authority/ Cabinet/ Council reports regarding the service activity/ policy/ strategy/ budget change/ decision. Decision-makers should be confident that a robust EqIA has taken place, that any necessary mitigating action has been taken and that there are robust arrangements in place to ensure any necessary ongoing actions are delivered.

## Section 2 – Summary of proposal

Please give a brief summary of the proposed service change / policy/ strategy/ budget change/project plan/ key decision

**Please summarise briefly:**



What is the proposed decision or change?  
What are the reasons for the decision or change?  
What outcomes are you hoping to achieve from this change?  
Who will be impacted by the project or change - staff, service users, or the wider community?

As a landlord the council has statutory compliance responsibilities including ensure this compliance of housing water supplies. This contract includes, but is not limited to, the following works items:

- Minor Water Hygiene Remedial Works (generated from Water Hygiene Risk Assessments & Monitoring / Inspections)
- Major Remedial Works (Investigative services / pre-work surveys & Cold Water Storage Tank Replacement Works)
- All aspects of water tank remedial actions, minor works including emergency works (Call-Outs - both during and out of hours) and major works(communal water tank replacements).

This contract recommended for award undertakes remedial works (identified from an independent servicing contractor) to ensure compliance and safety is maintained in council housing blocks.

The contract will deliver works to communal areas of blocks with leaseholders and therefore the section 20 process applies. This report authorises the award of this contract subject to the Section 20 observation period, any relevant observations following leaseholder notices will be referred to the decision maker of this report ahead of contact award.

It is proposed to award and enter into a contact with "Contractor A" for Water Tank Works (Housing Compliance) for up to 5 years

## Section 3 – Equality analysis

This section asks you to consider the potential differential impact of the proposed decision or change on different protected characteristics, and what mitigating actions should be taken to avoid or counteract any negative impact.

According to the Equality Act 2010, protected characteristics are aspects of a person's identity that make them who they are. The law defines 9 protected characteristics:

1. Age
2. Disability
3. Gender reassignment.
4. Marriage and civil partnership.
5. Pregnancy and maternity.
6. Race
7. Religion or belief.
8. Sex
9. Sexual orientation.

At Enfield Council, we also consider care experience and socio-economic status as an additional characteristic.

“Differential impact” means that people of a particular protected characteristic (eg people of a particular age, people with a disability, people of a particular gender, or people from a particular race and religion) will be significantly more affected by the change than other groups. Please consider both potential positive and negative impacts, and provide evidence to explain why this group might be particularly affected. If there is no differential impact for that group, briefly explain why this is not applicable.

Please consider how the proposed change will affect staff, service users or members of the wider community who share one of the following protected characteristics.

**Detailed information and guidance on how to carry out an Equality Impact Assessment is available [here](#). (link to guidance document once approved)**

**Age**

This can refer to people of a specific age e.g. 18-year olds, or age range e.g. 0-18 year olds.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people of a specific age or age group (e.g. older or younger people)?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the quality/safety of houses this will support the residents of the property, regardless of age and where necessary adaptations will be made.

**Mitigating actions to be taken****Disability**

A person has a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on the person's ability to carry out normal day-day activities.

This could include: physical impairment, hearing impairment, visual impairment, learning difficulties, long-standing illness or health condition, mental illness, substance abuse or other impairments.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people with disabilities?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact, these services will improve the quality of the house. People with disabilities, including families with children and young people who have Special Education Needs and Disabilities will be offered flexible appointments if access is required through their property to reach communal areas required under this contract.

**Mitigating actions to be taken**

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### Gender Reassignment

This refers to people who are proposing to undergo, are undergoing, or have undergone a process (or part of a process) to reassign their sex by changing physiological or other attributes of sex.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on transgender people?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of homes, this will support all residents, regardless of their gender identity.

### Mitigating actions to be taken

### Marriage and Civil Partnership

Marriage and civil partnerships are different ways of legally recognising relationships. The formation of a civil partnership must remain secular, where-as a marriage can be conducted through either religious or civil ceremonies. In the U.K both marriages and civil partnerships can be same sex or mixed sex. Civil partners must be treated the same as married couples on a wide range of legal matters.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people in a marriage or civil partnership?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of homes, this will support all residents regardless of their marital or civil partnership status.

<b>Mitigating actions to be taken</b>

<p><b>Pregnancy and maternity</b></p> <p>Pregnancy refers to the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.</p>
<p>Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on pregnancy and maternity?</p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p>No anticipated differential impact. By improving the safety of homes, this will support all residents regardless of whether they are pregnant or expecting a baby</p>
<b>Mitigating actions to be taken</b>

<p><b>Race</b></p> <p>This refers to a group of people defined by their race, colour, and nationality (including citizenship), ethnic or national origins.</p>
<p>Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on people of a certain race?</p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p>No anticipated differential impact. By improving the safety of homes, this will</p>

support all residents, regardless of their race.

**Mitigating actions to be taken**

**Religion and belief**

Religion refers to a person's faith (e.g. Buddhism, Islam, Christianity, Judaism, Sikhism, Hinduism). Belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who follow a religion or belief, including lack of belief?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of homes, this will support all residents, regardless of religious belief.

**Mitigating actions to be taken**

**Sex**

Sex refers to whether you are a female or male.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on females or males?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of homes, this will

support all residents, regardless of their sex.

**Mitigating actions to be taken**

**Sexual Orientation**

This refers to whether a person is sexually attracted to people of the same sex or a different sex to themselves. Please consider the impact on people who identify as heterosexual, bisexual, gay, lesbian, non-binary or asexual.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people with a particular sexual orientation?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of homes, this will support all residents, regardless of their sexual orientation.

**Mitigating actions to be taken**

**Care Experience**

This refers to a person who has spent 13 weeks or more in local authority care.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people with care experience?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the safety of homes, this will support all residents, regardless of their experience of local authority care.

**Mitigating actions to be taken**

**Socio-economic deprivation**

This refers to people who are disadvantaged due to socio-economic factors e.g. unemployment, low income, low academic qualifications or living in a deprived area, social housing or unstable housing.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who are socio-economically disadvantaged?

Please provide evidence to explain why this group may be particularly affected.

Improving the safety of council homes is expected to positively impact people who are socio-economically disadvantaged.

**Mitigating actions to be taken.**



## Section 4 – Monitoring and review

How do you intend to monitor and review the effects of this proposal?

Who will be responsible for assessing the effects of this proposal?

The contract manager within the service will be responsible for managing the contractors and ensuring they undertake their responsibilities as per the contract, including delivering the services as per the specification, including in line with the council's sustainability policy.

Engagement with residents will be undertaken by the Contractor in accordance with their processes for resident engagement and liaison which were evaluated as part of their tender submission.

## Section 5 – Action plan for mitigating actions

Any actions that are already completed should be captured in the equality analysis section above. Any actions that will be implemented once the decision has been made should be captured here.

Identified Issue	Action Required	Lead officer	Timescale/By When	Costs	Review Date/Comments
EDI Policy to be provided by the Contractor	The Contractor will be required to submit their Equality Diversity and Inclusion policy to the council	Ayfer Chol	Pre-Contract Meeting	None	TBC



### London Borough of Enfield

<b>Title of Report:</b>	Award of Repairs Support Contracts
<b>Report to:</b>	Strategic Director of Housing and Regeneration: Joanne Drew
<b>Cabinet Member:</b>	Cllr Savva – Cabinet Member for Social Housing
<b>Directors:</b>	Strategic Director of Housing and Regeneration: Joanne Drew
<b>Report Author:</b>	Andrew Cotton: Service Director – Council Homes
<b>Ward(s) affected:</b>	Borough-wide/All
<b>Key Decision Number</b>	KD5638
<b>Classification:</b>	Part 1 & 2 (Para 3)
<b>Reason for exemption</b>	Information relating to the financial or business affairs of any particular person (including the authority holding that information)

#### Purpose of Report

1. To obtain approval to award three Support contracts for Roofing and Scaffolding, Void Refurbishments North and Void Refurbishment South.

#### Recommendations

<ol style="list-style-type: none"> <li>I. That approval be given to award and enter into the following contracts for the initial term of 3 years to support the repairs service:             <ol style="list-style-type: none"> <li>a. Roofing and Scaffolding</li> <li>b. Void Refurbishment (North)</li> <li>c. Void Refurbishment (South)</li> </ol> </li> <li>II. The authority to extend the contract for the allowable 2 further years (in one-year increments) be delegated to the Strategic Director of Housing and Regeneration.</li> <li>III. That approval be given for the contingency sum, inflationary allowance and staff costs detailed in the confidential appendix at a total cost of £9,317,534.73.</li> </ol>
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## Background and Options

2. In June 2019, Cabinet approved the in-sourcing of the Housing Repairs Service (KD4868). This service was launched in May 2020 and has internal operatives that are able to manage a range of repairs. It is necessary to support the internal resource in cases of resource constraints exist or where capability/specialism of operatives are unable to deliver the full demands of the service. These three contracts are:
  - Roofing and Scaffolding
  - Void Refurbishment (North)
  - Void Refurbishment (South)
3. These scaffolding and roofing contract employs specialist contractors with specialist tools and materials to deliver specific services, for example scaffolding and specialist scaffolders who are competent to erect scaffolding.
4. The voids contracts will deliver refurbishment works to vacant properties, which is time critical to ensure rental income, the council is undertaking a pilot of internal delivery for these works, however expects to require sub-contractor support to deliver the required objectives. The council retains the ability to instruct works through this contract flexibly and does no works are guaranteed to the supplier by awarding these contracts.
5. The roofing and scaffolding contract delivers services to communal areas of blocks with leaseholders and therefore it has been identified that the section 20 process applies. This report authorises the award of this contract subject to observations which may be made by any relevant leaseholders after the section 20 procedure is engaged. Any relevant observations made by the leaseholders following service of the section 20 notices will be referred to the decision maker of this report ahead of contact award. The void refurbishment contracts are for works to non-leasehold properties and therefore the section 20 process will not apply to them.
6. The pre-tender estimate for these services was over the Public Contract Regulation (PCR) threshold, a restricted procurement process has been undertaken in line with these regulations.
7. Tenders were issued via the London Tenders Portal (LTP) Project Information Ref – DN558875 to the open market. The process includes two stages, Supplier Qualification Questionnaire (SQQ) which shortlists up to 5 bidders, who are the invited to Tender at Invitation to Tender (ITT) stage. At this stage three bidders returned a tender.
8. The procurement was split into 6 lots and this report requests the award of 3 of those lots, a summary of all lots is below:
  - Lot 1 – Roofing and Scaffolding – Recommended for award in this report

- Lot 2 – General Building – Due to a discrepancy in the specification this lot has been cancelled and will be re-procured
- Lot 3a – Void Refurbishment (North) – Recommended for award in this report
- Lot 3b – Void Refurbishment (South) – Recommended for award in this report
- Lot 4 – Environmental Cleaning Services – Approval via Record of Decision due to value
- Lot 5 – Passenger Lifting Equipment Servicing and Repairs – Approval via Record of Decision due to value

9. The tenders were evaluated based on a quality/cost split of 60/40.

10. The form of contract will be the JCT Measured Term Contract (MTC), which has been tendered on a schedule of rates to allow flexibility to increase or decrease volumes according to demand, this will also give the flexibility to deliver works internally when resources allow, e.g. capacity, capability or specialism.

#### **Preferred Option and Reasons for Preferred Option**

11. Consideration was given to delivering these works internally however, following review it was ascertained that the capacity and capability/specialism internally is not currently able to deliver the scope of these contracts.

12. It was considered how these contracts should be split – geographically to award 2 contracts in the borough or for the full borough. For the roofing and scaffolding contract it was concluded that one contract would provide the best value and would ensure the contract size was desirable to the market and the volume of work could ensure borough presence. For the Void refurbishment the requirement has been split geographically to ensure the contractors have resource levels to deliver the services within the required timescales.

13. In terms of procurement options there were three main routes for consideration:

- a) Use of a suitable consortia framework agreement, with appointment via direct award or mini tender.
- b) Unilateral tendering utilising the open process.
- c) Unilateral tendering utilising the restricted process.

14. Using a framework can save time and money, while still delivering a service specified to local requirements. Under this route contractors are assessed for suitability prior to joining the framework and have signed up to pre-agreed terms and conditions. Standard documentation is also provided as well as support from the framework itself. However, the section 20 implications of the framework with the range of servicing requirements in this contract mean that it has not been possible to find a compliant framework.

15. Tendering a contract allows clients to create bespoke documentation designed to fit its requirements. This approach also opens the opportunity to tender to a wider group of bidders however is more costly and time consuming. In this instance it was required as the requirement is over the PCR threshold.
16. The options of open and restricted processes are either a two stage or a open stage process. Both the open and restricted process are initially open to the whole market, with the restricted process having two stages where all interested bidders submit a SSQ and are shortlisted before being invited to tender. The restricted process was chosen as it minimises the resources required in the evaluation process as ITT submissions are limited as defined in the ITT.
17. Tendering a contract using the JCT Measured Term Contract is the preferred approach as this allows the council to flex the quantities of each services ordered according to the changes in the number of homes over the 5 year term.

### **Relevance to Council Plans and Strategies**

18. The contract will support the following objectives from the Council Plan:
  - a. **More and better homes:** the programme will improve the quality and safety of existing homes and therefore positively impact on the wellbeing and quality of life for our residents.
  - b. **Sustain healthy and safe communities:** improving the existing homes where people desire to live will help to create and maintain healthy and confident communities.
  - c. **An economy that works for everyone:** ensuring residents can fully participate in activities within their neighbourhood.

### **Financial Implications**

19. See part 2.

### **Legal Implications**

20. The Council has the power under section 1(1) Localism Act 2011 to do anything individuals generally may do providing it is not prohibited by legislation and subject to Public Law principles. There is no express prohibition, restriction or limitation contained in a statute against use of the power as recommended in this report. The Council has the power to alter, repair or improve its housing stock in accordance with section 9 of the Housing Act 1985. Further, under section 11 of the Landlord & Tenant Act 1985 the Council has repairing obligations in respect of properties which are occupied by its tenants and these obligations cover structure, the

exterior including drains, gutters, external pipes, installations in homes including water, gas, electricity and sanitation. Under section 111 Local Government Act 1972 local authorities may do anything, including incurring expenditure or borrowing which is calculated to facilitate or is conducive or incidental to the discharge of their functions. The recommendations in this report are in accordance with these powers.

21. The Council also has a statutory duty under Section 20 of the Commonhold and Leasehold Reform Act 2002 to undertake a consultation with leaseholders whose homes will be included on the programme and who will subsequently be charged a proportion of the costs incurred. The purpose of the consultation procedure is for leaseholders to be kept informed at the key stages of entering into a new contract and to permit leaseholders to make written observations within stipulated time periods, to which the Council is required to have regard.
22. There are sanctions for failing to comply with Section 20 which could restrict the Council's ability to recover costs from leaseholders as statutory caps can be imposed as to how much it can recover through service charge.
23. As this procurement involves contracts with a value above the relevant EU thresholds, then officers must ensure compliance with the Public Contracts Regulations 2015 and the Council's Contract Procedure Rules.
24. The contracts must be in a form approved by Legal Services on behalf of the Director of Law and Governance and must be executed under seal.
25. The Contract Procedure Rules require that for contracts with a value of £500k up to £1m, sufficient security (e.g. a performance bond or parent company guarantee) from the supplier should be considered to manage risk. For contracts with a value of £1m or above, the supplier must be required to provide sufficient security; if not, then the Executive Director of Resources must approve the financial risk prior to any award and the relevant Authority Report must set out the reason why it is proposed that the contract should be awarded despite absence of security and what measures are to be taken to manage this risk., Evidence of the form of security required, or why no security was required, must be stored and retained on the E-Tendering Portal.
26. The Key Decision process under the Constitution must be followed as the contract value is above the Key Decision threshold of £500,000.

### **Equalities Implications**

27. An Equality Impact Assessment has been undertaken and appended to this report.
28. The works will be delivered boroughwide to various communal areas and will benefit residents irrespective of the protected characteristics of the residents.

29. Access may be required via properties to access communal loft spaces. The successful contractor will be required to ensure all operatives will be fully briefed in line with the council's safeguarding policy. The terms and conditions of the contract will require adherence with the Equalities Act and contractors will be required to share their Equality Diversity and Inclusion policy to assure the council of their recruitment policies.
30. Engagement with residents will be undertaken by the Contractor in accordance with their processes for resident engagement and liaison which were evaluated as part of their tender submission which will be adapted according to the profile of the resident e.g. vulnerability, language spoken.

### **Environmental and Climate Change Implications**

31. The Contractors' offer includes several environmental commitments that will be delivered to the Council including related to waste management, recycling and carbon reduction. Contractors will use local suppliers where possible to minimise the carbon footprint of deliveries.
32. Whilst the procurement commenced before the publication of the sustainable and ethical procurement policy, the policy will be shared with the successful suppliers during the mobilisation period and they will be required to meet the minimum criteria in all areas with opportunities to exceed also welcomed.

### **Public Health Implications**

33. The works will improve the living conditions of those residents that receive works. This aligns with the provisions of the Enfield Joint Health and Wellbeing Strategy, which refers to the importance of housing quality as a determinant of health.
34. The contractors will be completing works in-line with the government's Covid Secure and CLC guidelines. They are required to provide a detailed method statement and risk assessment for each activity and the Council, and its advisors will review and comment on these prior to the commencement of works.

### **Safeguarding Implications**

35. The works will require Contractors to enter resident's homes and therefore the Contract Documents require Disclosure & Barring Services (DBS) and adherence with the Council's Safeguarding Policy.

### **Procurement Implications**

36. The procurement was undertaken using the London Tenders Portal (DN558875) using the Find a Tender Service. The procurement was carried out on behalf of the Council by Echelon Consultancy Limited.



37. As the procurement was undertaken by Echelon Consultancy Limited, it was not led by Procurement Services. Ultimate accountability for compliance lies with Echelon Consultancy Limited.
38. As this contract will be over £500,000, the CPR's state that the contract must have a nominated contract manager in the Council's e-Tendering portal. The contract will be managed in line with the Contract Management Framework and evidence of robust contract management, including, operations, commercial, financial checks (supplier resilience) and regular risk assessment shall be uploaded into the Council's e-Tendering portal.
39. As the contract is over £1,000,000, the suppliers must be required to provide sufficient security in accordance with Clause 7 (Financial Security) of the Council's Contract Procedure Rules.
40. The service must ensure that authority to procure has been obtained and must be uploaded onto the London Tenders Portal.
41. The procurement and award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of the executed contract must be undertaken on the London Tenders Portal including future management of the contract.
42. The awarded contract must be promoted to Contracts Finder to comply with the Government's transparency requirements

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**Appendices:** Appendix 1: Restricted Appendix (Confidential)  
Appendix 2: Equality Impact Assessment

**Background Papers**

None

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

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## Enfield Equality Impact Assessment (EqIA)

### Introduction

The purpose of an Equality Impact Assessment (EqIA) is to help Enfield Council make sure it does not discriminate against service users, residents and staff, and that we promote equality where possible. Completing the assessment is a way to make sure everyone involved in a decision or activity thinks carefully about the likely impact of their work and that we take appropriate action in response to this analysis.

The EqIA provides a way to systematically assess and record the likely equality impact of an activity, policy, strategy, budget change or any other decision.

The assessment helps us to focus on the impact on people who share one of the different nine protected characteristics as defined by the Equality Act 2010 as well as on people who are disadvantaged due to socio-economic factors. The assessment involves anticipating the consequences of the activity or decision on different groups of people and making sure that:

- unlawful discrimination is eliminated
- opportunities for advancing equal opportunities are maximised
- opportunities for fostering good relations are maximised.

The EqIA is carried out by completing this form. To complete it you will need to:

- use local or national research which relates to how the activity/ policy/ strategy/ budget change or decision being made may impact on different people in different ways based on their protected characteristic or socio-economic status;
- where possible, analyse any equality data we have on the people in Enfield who will be affected eg equality data on service users and/or equality data on the Enfield population;
- refer to the engagement and/ or consultation you have carried out with stakeholders, including the community and/or voluntary and community sector groups you consulted and their views. Consider what this engagement showed us about the likely impact of the activity/ policy/ strategy/ budget change or decision on different groups.

The results of the EqIA should be used to inform the proposal/ recommended decision and changes should be made to the proposal/ recommended decision as a result of the assessment where required. Any ongoing/ future mitigating actions required should be set out in the action plan at the end of the assessment.

## Section 1 – Equality analysis details

<b>Title of service activity / policy/ strategy/ budget change/ decision that you are assessing</b>	<b>To award four Contracts for Repairs Direct Labour Organisation Support Contracts</b>
<b>Team/ Department</b>	<b>Council Housing – Housing Regeneration Development</b>
<b>Strategic Director</b>	<b>Joanne Drew</b>
<b>Cabinet Member</b>	<b>Cllr Savva</b>
<b>Author(s) name(s) and contact details</b>	<b>Andrew Cotton – Service Director Council Homes Andrew.Cotton@enfield.gov.uk</b>
<b>Committee name and date of decision</b>	<b>N/A</b>

<b>Date the EqIA was reviewed by the Corporate Strategy Service</b>	<b>10.07.2023</b>
<b>Name of Head of Service responsible for implementing the EqIA actions (if any)</b>	<b>Andrew Cotton – Service Director Council Homes</b>
<b>Name of Director who has approved the EqIA</b>	<b>Joanne Drew</b>

The completed EqIA should be included as an appendix to relevant EMT/ Delegated Authority/ Cabinet/ Council reports regarding the service activity/ policy/ strategy/ budget change/ decision. Decision-makers should be confident that a robust EqIA has taken place, that any necessary mitigating action has been taken and that there are robust arrangements in place to ensure any necessary ongoing actions are delivered.

## Section 2 – Summary of proposal

Please give a brief summary of the proposed service change / policy/ strategy/ budget change/project plan/ key decision

**Please summarise briefly:**

What is the proposed decision or change?  
What are the reasons for the decision or change?

What outcomes are you hoping to achieve from this change?  
Who will be impacted by the project or change - staff, service users, or the wider community?

The proposed decision is to award four contracts to provide contractor support to the Repairs Direct Labour Organisation Support Contracts as below:

- Roofing and Scaffolding
- Void Refurbishment (North Area)
- Void Refurbishment (South Area)

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## Section 3 – Equality analysis

This section asks you to consider the potential differential impact of the proposed decision or change on different protected characteristics, and what mitigating actions should be taken to avoid or counteract any negative impact.

According to the Equality Act 2010, protected characteristics are aspects of a person's identity that make them who they are. The law defines 9 protected characteristics:

1. Age
2. Disability
3. Gender reassignment.
4. Marriage and civil partnership.
5. Pregnancy and maternity.
6. Race
7. Religion or belief.
8. Sex
9. Sexual orientation.

At Enfield Council, we also consider socio-economic status as an additional characteristic.

“Differential impact” means that people of a particular protected characteristic (eg people of a particular age, people with a disability, people of a particular gender, or people from a particular race and religion) will be significantly more affected by the change than other groups. Please consider both potential positive and negative impacts, and provide evidence to explain why this group might be particularly affected. If there is no differential impact for that group, briefly explain why this is not applicable.

Please consider how the proposed change will affect staff, service users or members of the wider community who share one of the following protected characteristics.

**Detailed information and guidance on how to carry out an Equality Impact Assessment is available [here](#). (link to guidance document once approved)**



**Age**

This can refer to people of a specific age e.g. 18-year olds, or age range e.g. 0-18 year olds.

Will the proposed change to service/policy/budget have a **differential impact positive** on people of a specific age or age group (e.g. older or younger people)?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact for voids and roofing contract. By improving the quality/safety of houses this will support the residents of the property, regardless of age and where necessary adaptations will be made.

**Mitigating actions to be taken****Disability**

A person has a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on the person's ability to carry out normal day-day activities.

This could include: physical impairment, hearing impairment, visual impairment, learning difficulties, long-standing illness or health condition, mental illness, substance abuse or other impairments.

Will the proposed change to service/policy/budget have a **differential impact positive** on people with disabilities?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact, these services will improve the quality and safety of homes. People with disabilities, including families with children and young people who have Special Education Needs and Disabilities will be offered flexible appointments if access is required to their property for works under this contract.

**Mitigating actions to be taken**

### Gender Reassignment

This refers to people who are proposing to undergo, are undergoing, or have undergone a process (or part of a process) to reassign their sex by changing physiological or other attributes of sex.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on transgender people?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the quality and safety of homes, this will support all residents, regardless of their gender identity.

### Mitigating actions to be taken

### Marriage and Civil Partnership

Marriage and civil partnerships are different ways of legally recognising relationships. The formation of a civil partnership must remain secular, where-as a marriage can be conducted through either religious or civil ceremonies. In the U.K both marriages and civil partnerships can be same sex or mixed sex. Civil partners must be treated the same as married couples on a wide range of legal matters.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people in a marriage or civil partnership?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the quality and safety of homes, this will support all residents regardless of their marital or civil partnership status.

### Mitigating actions to be taken

### **Pregnancy and maternity**

Pregnancy refers to the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on pregnancy and maternity?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the quality and safety of homes, this will support all residents regardless of whether they are pregnant or expecting a baby

### **Mitigating actions to be taken**

### **Race**

This refers to a group of people defined by their race, colour, and nationality (including citizenship), ethnic or national origins.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people of a certain race?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the quality and safety of homes, this will support all residents, regardless of their race.

### **Mitigating actions to be taken**

### Religion and belief

Religion refers to a person's faith (e.g. Buddhism, Islam, Christianity, Judaism, Sikhism, Hinduism). Belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who follow a religion or belief, including lack of belief?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the quality and safety of homes, this will support all residents, regardless of religious belief.

### Mitigating actions to be taken

### Sex

Sex refers to whether you are a female or male.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on females or males?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the quality and safety of homes, this will support all residents, regardless of their sex.

### Mitigating actions to be taken

### Sexual Orientation

This refers to whether a person is sexually attracted to people of the same sex or a different sex to themselves. Please consider the impact on people who identify as heterosexual, bisexual, gay, lesbian, non-binary or asexual.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people with a particular sexual orientation?

Please provide evidence to explain why this group may be particularly affected.

No anticipated differential impact. By improving the quality and safety of homes, this will support all residents, regardless of their sexual orientation.

### Mitigating actions to be taken

### Socio-economic deprivation

This refers to people who are disadvantaged due to socio-economic factors e.g. unemployment, low income, low academic qualifications or living in a deprived area, social housing or unstable housing.

Will this change to service/policy/budget have a **differential impact positively** on people who are socio-economically disadvantaged?

Please provide evidence to explain why this group may be particularly affected.

Improving the safety of council homes is expected to positively impact people who are socio-economically disadvantaged.

### Mitigating actions to be taken.

## Section 4 – Monitoring and review

How do you intend to monitor and review the effects of this proposal?

Who will be responsible for assessing the effects of this proposal?

The contract manager within the service will be responsible for managing the contractors and ensuring they undertake their responsibilities as per the contract, including delivering the works as per the specification, including in line with the council's sustainability policy.

Engagement with residents will be undertaken by the Contractor in accordance with their processes for resident engagement and liaison which were evaluated as part of their tender submission.

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## Section 5 – Action plan for mitigating actions

Any actions that are already completed should be captured in the equality analysis section above. Any actions that will be implemented once the decision has been made should be captured here.

Identified Issue	Action Required	Lead officer	Timescale/By When	Costs	Review Date/Comments
EDI Policy to be provided by the Contractor	The Contractor will be required to submit their Equality Diversity and Inclusion policy to the council	TBC	Pre-Contract Meeting	None	TBC

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