



## **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 TWO CONTRACTS FOR DOMESTIC GAS SERVICING AND REPAIRS (HOUSING COMPLIANCE) (Pages 1 - 26)**
- 2. AWARD OF DOMESTIC ELECTRICAL SERVICING AND REPAIRS CONTRACTS (HOUSING COMPLIANCE) (Pages 27 - 52)**

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## London Borough of Enfield

|                             |   |
|-----------------------------|---|
| <b>Report Title:</b>        | Award of Two Contracts for Domestic Gas Servicing and Repairs (Housing Compliance)  |
| <b>Report to:</b>           | Strategic Director of Housing and Regeneration – Joanne Drew  |
| <b>Date of Report:</b>      | 13/02/2024  |
| <b>Cabinet Members:</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  |
| <b>Ward(s) affected:</b>    | All Wards   |
| <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 Contract for Domestic Gas Servicing and Repairs Contract (Housing Compliance).

## Recommendations

- |  |
|--|
| <ol style="list-style-type: none"><li>I. That approval be given to award and enter into contracts with “Contractor A” and Contractor B” for Domestic Gas Servicing and Repairs (Housing Compliance) for up to 5 years for contract price detailed in the confidential appendix.</li><li>II. 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</li></ol> |
|--|

## Background and Options

2. As a social housing landlord, the Council has statutory compliance responsibilities in respect of gas safety. This contract covers the domestic (non-communal) gas servicing responsibilities detailed below:
  - Domestic Gas boiler servicing
  - Domestic Gas servicing preliminary works
  - Domestic Heating maintenance
  - Under floor heating servicing
  - Ground Source heat pump servicing
  - Air source heat pump systems
  - Reactive heating repairs and replacements
3. Through the delivery of inspection, testing, identification of remedial actions (either resolved on site or referred to the Council for a decision on remedial action), the contract is critical to ensure the Council meets its statutory responsibilities and ensures resident safety.
4. The contract delivers services to Enfield Council tenanted properties only, and as such is not relevant to leaseholders; therefore Section 20 consultation does not apply.
5. As the pre-tender estimate for these services was over the Public Contract Regulation (PCR) threshold an open procurement process has been undertaken in line with these regulations.
6. Tenders were issued via the London Tenders Portal (LTP) Project Information Ref – DN692664 to the open market. The process includes a minimum requirements questionnaire which ensures bidders are suitably competent and experienced in works element. The tender submissions of the compliant

bidders have been evaluated in line with the process. Twelve bidders returned a tender.

7. The tenders were evaluated based on a quality/cost split of 60/40 as that was the Council's approach at the time the procurement commenced. Due to an administrative error by the Council's external procurement specialists, the tender was re-run (at the external specialist's expense) to ensure compliance with the relevant procurement requirements.
8. The form of contract will be JCT Measured Term Contract (MTC), which has been tendered on a schedule of rates to allow flexibility increase of decrease volumes as stock levels change

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

9. Consideration was given to delivering domestic gas servicing and maintenance as a single contract; however, this option was discounted due to the scale of the works and the capacity of the contractors on the market.
10. It was considered whether this contract could be combined with communal gas and electrical compliance servicing requirements, however this option was discounted due to requirement for different expertise in each area and to reduce the Council's reliance on any one contract.
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) Unilateral tendering utilising the restricted process.
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, due to the value of the framework levy these contracts would have attracted and diverse supply market it was concluded that the best value for money could be achieved for the Council by procuring these contracts independent of a framework.
13. 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.
14. The options of open and restricted processes are either a two stage or an 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 open process was chosen as it minimises the timescales of the procurement process.

15. 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.
16. The preferred number of contracts is two, split geographically into north and south. This is deemed beneficial to ensure contractor capacity to deliver the contract and the reduced impact to the Council in the event of performance issues. This will allow more effective management of performance issues.

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

17. 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**

18. This report is requesting for approval to award and enter into contracts with “Contractor A” and “Contractor B” for Domestic Gas Servicing and Repairs (Housing Compliance)
19. To approve a total estimated budget of £7.92m which includes contingency at and inflationary allowances.
20. The full implications of the project can be found in the confidential appendix

### **Legal Implications**

21. 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.

22. The Council, as landlord, would have 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. 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. However, if the works are landlord maintenance obligations within individual properties (as opposed to communal areas which are subject to service charges) the cost of which will be fully absorbed by the Council and not contributed to by leaseholders, then a Section 20 consultation is not required, as confirmed elsewhere in this report.
23. The aggregate value of this opportunity is estimated as £7.92m which is above the relevant threshold (presently £5,372,609) for the Public Contracts Regulations 2015 to apply to this procurement exercise, and as noted elsewhere in this Report the procurement has been conducted in accordance with the PCRs. The contracts to be entered into with "Contractor A" and "Contractor B" will need to be sealed by the Council on account of their high value.

### **Equalities Implications**

24. An Equality Impact Assessment has been undertaken and appended to this report.
25. The works will be delivered boroughwide to various homes, improving safety and will benefit residents irrespective of the protected characteristics of the residents.
26. 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.
27. 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**

28. The Contractors' offers includes various commitments to support the Council's priority to reduce carbon emissions, these include an to carbon offset of their vehicle fleet from one contractor and a reduction of 9.98tCO<sub>2</sub>e from the other.

### **Public Health Implications**

29. 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.

30. 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**

31. 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.

32. In addition to the above the Contractor is required to provide a Resident Liaison function 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**

33. 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.

34. 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.

35. The service must ensure that authority to procure has been obtained and must be uploaded onto the London Tenders Portal.

36. 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.

37. 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.
38. The awarded contract must be promoted to Contracts Finder to comply with the Government's transparency requirements.

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**Report Author:** Ayfer Chol  
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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.

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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>Contract Award for Domestic Gas Servicing and Repairs (Housing Compliance)</b> |
| <b>Team/ Department</b>   | <b>Council Housing – Housing and Regeneration</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>Andrew Cotton<br/>Andrew.cotton@enfield.gov.uk</b>                             |
| <b>Committee name and date of decision</b>  | <b>N/A</b>  |
| <b>Date of EqIA completion</b>  | <b>01.02.2024</b>   |

|   |  |
|---|--|
| <b>Date the EqIA was reviewed by the Corporate Strategy Service</b>                   | <b>13.02.2024</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>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?

As a landlord the council has statutory compliance responsibilities including both communal and domestic servicing requirements. This report recommends the award of two contracts to cover the domestic gas servicing responsibilities detailed below:

- Domestic Gas boiler servicing
- Domestic Gas servicing preliminary works
- Domestic Heating maintenance
- Under floor heating servicing
- Ground Source heat pump servicing
- Air source heat pump systems
- Reactive heating repairs and replacements

### 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.

### 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 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.

### 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 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 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 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 time spent in 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>Report Title:</b>        | Award of Domestic Electrical Servicing and Repairs Contracts (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>       | Service Director Council Homes: Andrew Cotton<br>Andrew.cotton@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 two contracts for Domestic Electrical Servicing and Repairs Contracts (Housing Compliance).

## Recommendations

- I. That approval be given to award and enter into two contracts with “Contractor A” and “Contractor B” for Domestic Electrical Servicing and Repairs (Housing Compliance) for an initial term of 3 years for the contract price detailed in the confidential appendix.
- II. To delegate authority to the Strategic Director – Housing and Regeneration to extend the contract terms for a further period of 2 years (in one year increments).
- III. That approval be given for the total budget of £5.13m, including the breakdown detailed in the confidential appendix.

## Background and Options

2. As a landlord, the Council has statutory compliance responsibilities including both communal and domestic servicing requirements, as well as maintaining homes. This contract covers the domestic (non communal) electrical servicing responsibilities and domestic electrical repairs. This contract covers the works detailed below:
  - Domestic Electrical Servicing – Including 5 yearly Electrical Inspection Condition Reports (EICRs)
  - Remedial Works identified by the EICRs
  - Electrical Repairs (reported by residents or identified through other surveying)
3. This contract undertakes works and services to ensure the electrical safety of council homes.
4. The contract delivers works and services to council tenanted properties only as part of the Council’s landlord maintenance obligations. Works to communal areas of housing blocks are not included in this contract and therefore leaseholders are not impacted.
5. The pre-tender estimate for this contract estimated that circa 90% of the contract costs would classify as “works” under the Public Contract Regulation (PCR). The pre tender cost estimate for this contract is under the works threshold of the PCR, and therefore in accordance with the councils contract procedure rules an invited process was followed.
6. Tenders were issued via the London Tenders Portal (LTP) Project Information Ref – DN694648 from a select list. The process includes a

minimum requirements questionnaire which ensures bidders are suitably competent and experienced in works element. The tender submissions of the compliant bidders have been evaluated in line with the process set out in the Invitation to Tender.

7. The tenders were evaluated based on a quality/cost split of 30/70.
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 as stock levels change

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

9. It was considered whether these works could be delivery by one contract/contractor however this was discounted to ensure the volume of works and services was achievable and the impact of supplier non-delivery to the council is reduced.
10. 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.
11. 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.
12. Unilaterally 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 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.
13. The options of open and restricted processes are either a two stage (restricted) or an one stage (open) process. Both the open and restricted processes 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 open process was chosen as it minimises the timescales of the procurement process.
14. As the estimated value of the contract was under the PCR threshold the councils contract procedure rules as an invited process to be run, 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 each services ordered according to the changes in the number of homes over the 4-year term.
16. The preferred approach of two contracts geographically split was progressed to ensure contractor capacity to deliver and reduced impact of supplier performance issues.

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

17. 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**

18. This report is requesting for approval to award and enter into contract with “Contractor A” and “Contractor B” for Domestic Electrical Servicing and Repairs Contracts (Housing Compliance).
19. To approve a total estimated budget of £5.13m.
20. The full implications of the project can be found in the confidential appendix

### **Legal Implications**

21. 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.

22. 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.
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### **Equalities Implications**

24. 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.
25. The works will be delivered boroughwide and will benefit residents irrespective of the protected characteristics of the residents.
26. The works may require access to residents properties. 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.

27. 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**

28. The Contractors' social value offer includes charitable donations, apprenticeship roles and work experience placements.
29. The contractor will be required to comply with the minimum requirements of the council sustainable and ethical procurement policy.

### **Public Health Implications**

30. 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.
31. 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**

32. All contractor representatives will require Disclosure & Barring Services (DBS) and to adhere to the Council's Safeguarding Policy when entering homes.

### **Procurement Implications**

33. 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.
34. 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.
35. The service must ensure that authority to procure has been obtained and must be uploaded onto the London Tenders Portal.

36. 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.
37. 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.
38. 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 of Domestic Electrical Servicing and Repairs Contracts (Housing Compliance)</b> |
| <b>Team/ Department</b>   | <b>Council Housing – Housing and Regeneration</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>Andrew Cotton<br/>Andrew.cotton@enfield.gov.uk</b>                                       |
| <b>Committee name and date of decision</b>  | <b>N/A</b>  |
| <b>Date of EqIA completion</b>  | <b>29.01.2024</b>   |

|   |  |
|---|--|
| <b>Date the EqIA was reviewed by the Corporate Strategy Service</b>                   | <b>31.01.2024</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>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?

As a landlord, the Council has statutory compliance responsibilities including both communal and domestic servicing requirements, as well as maintaining homes through repairs. This report recommends contracts for award to undertake domestic electrical servicing responsibilities and domestic electrical repairs. This contract covers the works detailed below:

- Domestic Electrical Servicing – Including 5 yearly Electrical Inspection Condition Reports (EICRs)
- Remedial Works identified by the EICRs
- Electrical Repairs (reported by residents or identified through other surveying)

### 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.

**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 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.

### 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 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 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 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 time spent in 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                  |
|   |  |              |                      |       |                      |
|   |  |              |                      |       |                      |