



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 COMMERCIAL GAS SERVICING AND MAINTENANCE
(HOUSING COMPLIANCE) (Pages 1 - 38)**

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London Borough of Enfield

Report Title:	Award of a Commercial Gas Servicing and Maintenance (Housing Compliance)
Report to:	Strategic Director of Housing and Regeneration – Joanne Drew
Date of Report:	29 th September 2023
Cabinet Member:	Cllr Savva – Cabinet Member for Social Housing
Directors:	Strategic Director of Housing and Regeneration: Joanne Drew
Report Author:	Head of M&E Compliance: Ayfer Chol ayfer.chol@enfield.gov.uk
Ward(s) affected:	Borough-wide/All
Key Decision Number	KD5638
Classification:	Part 1 & 2 (Para 3)
Reason for exemption	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 Commercial Gas Servicing and Maintenance Contract (Housing Compliance)

Recommendations

- I. That approval be given to award and enter into a contact with “Contractor A” for Commercial Gas Servicing and Maintenance Contract (Housing Compliance) for up to 5 years for the contract price detailed in the confidential appendix.
- 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

Background and Options

2. As a landlord the council has statutory compliance responsibilities including both communal and domestic servicing requirements. This contract covers the communal gas servicing responsibilities detailed below:
 - Servicing generally
 - Heat Interface Unit (HIU)
 - Water Booster Pumps
 - Commercial gas breakdowns
 - Commercial breakdown maintenance
 - Commercial heating system replacements
3. This contract inspects the elements, confirms compliance, or identifies remedial actions which are either resolved onsite or referred to the council for remedial action. These actions are addressed, and safety is maintained in council housing blocks.
4. The contract delivers services 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 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 – DN662047 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.
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. Consideration was given to delivering domestic gas servicing through this contract, however this was discounted due to the concerns of whether a single contract could deliver the significant additional volume of over 7000 gas safety inspections and the increased impact non-delivery would have to the council.
10. It was considered whether this contract should be split geographically to award 2 contracts in the borough, however this was discounted to ensure the contract size was desirable to the market and the volume of work could ensure borough presence.
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, 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.
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 (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.

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.

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

17. This report is requesting for approval to award and enter into contract with “Contractor A” for Commercial Gas Servicing and Maintenance Contract (Housing Compliance)
18. To approve a total estimated budget of £2.29m which includes contingency at 10%.
19. The full implications of the project can be found in the confidential appendix

Legal Implications

20. Section 11 of the Landlord and Tenant Act 1985 places an obligation on the landlord to maintain the structure and exterior of the property, including installations for the supply of water, gas and electricity, heating systems, drainage and sanitary appliances of the Landlord and Tenant Act 1985 places an obligation on the landlord to maintain the structure and exterior of the property, including installations for the supply of water, gas and electricity, heating systems, drainage and sanitary appliances. The Council also has the obligations to repair and maintaining relevant gas fittings and flues in a dwelling it legally owns and which has been let in a safe condition. This responsibility is imposed specifically under the Gas Safety (Installation and Use) Regulations 1998. The Council is able to contract with a third party to carry out the repairs and servicing that it is obliged to do.
21. The value of the proposed contract is above the relevant EU procurement threshold, therefore a compliant process must be carried out in accordance with the Public Contracts Regulations 2015. The report

explains that a compliant Open Procedure has been undertaken by a specialist procurement firm on behalf of the Council.

22. The JCT MTC must be in a form approved by Legal Services on behalf of the Director of Law and Governance. On this occasion, an external legal firm has been engaged to prepare the contract, therefore responsibility for the form of contract rests with them.
23. Due to the value of the contract being over £1 million, under the Council's Contract Procedure Rules the Contractor must be required to provide 'sufficient security' (e.g. a performance bond or parent company guarantee). Evidence of the form of security required, or why no security was required, must be stored and retained on the E-Tendering Portal for audit purposes. Where the Contractor cannot provide such security, but the Council has no acceptable alternative provider or 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.
24. Section 20 of the Landlord and Tenant Act 1985 (as amended by s151 of the Commonhold and Leasehold Reform Act 2002) sets out the precise procedures landlords must follow before requiring leaseholders to pay variable service charges; these are the Service Charges (Consultation Requirements) (England) Regulations 2003 ('the Regulations').
25. If the proposed contract is likely to last more than 12 months, this would be considered a qualifying long-term agreement, in this circumstance the Council will be required to consult where the amount payable by any one contributing leaseholder under the agreement in any accounting period exceeds £100. There are usually 3 stages to the consultation for qualifying long-term agreement: (i) Pre-tender stage where we send a Notice of intention; (ii) Tender stage – Preparation of landlord's proposals and (iii) Award of contract Notification of the award of contract. The first two stages require a 30-day consultation period and the last stage requires the Council to provide a 21-day period for leaseholders to respond. If consultation is not undertaken, the landlord may not be able to recover more than £100 per leaseholder in any accounting period towards the costs under the agreement. Failing to apply with the above statutory consultation requirements could result in the Council being unable to recover the contributions from the leaseholders.

Equalities Implications

26. 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.

27. The works will be delivered boroughwide to various communal areas and will benefit residents irrespective of the protected characteristics of the residents.
28. 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.
29. 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

30. The Contractors' social value offer includes local employment and local supply chain spend commitments which are expected to reduce carbon emissions.
31. The contractor will be expected to comply with the minimum requirements of the council sustainable and ethical procurement policy.

Public Health Implications

32. 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.
33. 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

34. 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.
35. 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

36. The procurement was undertaken using the London Tenders Portal (DN538928) 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 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.
39. The service must ensure that authority to procure has been obtained and must be uploaded onto the London Tenders Portal.
40. 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.
41. All contracts over £100,000 must have a nominated contract manager in the London Tenders Portal. Contracts over £500,000 must show evidence of contract management of KPI's to ensure VFM throughout the lifetime 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
Appendix 3: Gateway 3 Procurement Assurance Group (Confidential)

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

Title of service activity / policy/ strategy/ budget change/ decision that you are assessing	To award a contract for Commercial Gas Servicing
Team/ Department	Compliance – Council Housing – Housing Regeneration Development
Strategic Director	Joanne Drew
Cabinet Member	Cllr Savva
Author(s) name(s) and contact details	Ayfer Chol - 0207 038 0183, ayfer.chol@enfield.gov.uk
Committee name and date of decision	N/A

Date the EqIA was reviewed by the Corporate Strategy Service	29.09.2023
Name of Head of Service responsible for implementing the EqIA actions (if any)	Ayfer Chol – Head of Compliance
Name of Director who has approved the EqIA	Andrew Cotton

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 a service and maintenance contract for communal gas servicing responsibilities detailed below:

- Servicing generally
- Heat Interface Unit (HIU)
- Water Booster Pumps
- Commercial gas breakdowns
- Commercial breakdown maintenance
- Commercial heating system replacements:

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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. 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 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

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

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 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.

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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	Ayfer Chol	Pre-Contract Meeting	None	TBC

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
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