

UK-Shrewsbury: Lifts.

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Section I: Contracting Authority

I.1) Name, Addresses and Contact Point(s):

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Attn: [REDACTED]

Further information can be obtained at: As Above

Specifications and additional documents: As Above

Tenders or requests to participate must be sent to: As Above

I.2) Type of the contracting authority:

Regional or local authority

I.3) Main activity:

General Public Services

I.4) Contract award on behalf of other contracting authorities:

The contracting authority is purchasing on behalf of other contracting authorities: Yes

Section II: Object Of The Contract: SERVICES

II.1) Description

II.1.1) Title attributed to the contract by the contracting authority: IMC 188 - The Periodic Inspection, Lubrication, Test and Repair of Lifts

II.1.2) Type of contract and location of works, place of delivery or of performance:

SERVICES

Service Category: 1

Region Codes: UKG22 - Shropshire CC

II.1.3) Information about a public contract, a framework or a dynamic purchasing system: The notice involves a public contract

II.1.5) Short description of the contract or purchase:

Lifts. It is Shropshire Council's intention to appoint a sole contractor to provide the periodic, inspection, lubrication, test and repair of lifts complying with BS5655: Lifts and service lifts, SAFed Guidelines on the supplementary tests of in-service lifts. All work complying with BS 7255:2012 Code of Practice for the Safe Working on Lifts (or EU equivalent). The contract shall run from 1st April 2016 – 31st March 2020, thereafter the contract may be extended for a further one year subject to satisfactory performance during the contract period.

II.1.6) Common Procurement Vocabulary:

42416100 - Lifts.

II.1.7) Information about Government Procurement Agreement (GPA):

The contract is covered by the Government Procurement Agreement (GPA): No

II.1.8) Lots:

This contract is divided into lots: No

II.1.9) Information about variants:

Variants will be accepted: Yes

II.2) Quantity Or Scope Of The Contract

II.2.1) Total quantity or scope:

Not Provided

II.2.2) Options: Not Provided

II.2.3)Information about renewals:

This contract is subject to renewal: Not Provided

II.3)Duration Of The Contract Or Time-Limit For Completion

Starting:

Completion:

Information About Lots

Section III: Legal, Economic, Financial And Technical Information

III.1)Conditions relating to the contract

III.1.1)Deposits and guarantees required:

See tender documentation

III.1.2)Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

See tender documentation

III.1.3)Legal form to be taken by the group of economic operators to whom the contract is to be awarded:

Joint and severable liability

III.1.4)Other particular conditions:

The performance of the contract is subject to particular conditions: No

III.2)Conditions For Participation

III.2.1)Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

see tender documentation

III.2.2)Economic and financial capacity

Economic and financial capacity - means of proof required:

Information and formalities necessary for evaluating if requirements are met:

see tender documentation

III.2.3)Technical capacity

Technical capacity - means of proof required

Information and formalities necessary for evaluating if requirements are met:

see tender documentation

III.2.4)Information about reserved contracts: Not Provided

III.3)Conditions Specific To Service Contracts

III.3.1)Information about a particular profession:

Execution of the service is reserved to a particular profession: No

III.3.2)Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: Not Provided

Section IV: Procedure

IV.1)Type Of Procedure

IV.1.1)Type of procedure: Open

IV.2)Award Criteria

IV.2.1)Award criteria:

The most economically advantageous tender in terms of

The criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

IV.2.2)Information about electronic auction:

An electronic auction will be used: No

IV.3)Administrative Information

IV.3.1)File reference number attributed by the contracting authority: IMC 188

IV.3.2)Previous publication(s) concerning the same contract: No

IV.3.3)Conditions for obtaining specifications and additional documents or descriptive document:

Date: 20/01/2016

Time-limit for receipt of requests for documents or for accessing documents: 12:00

Payable documents: No

IV.3.4)Time-limit for receipt of tenders or requests to participate

Date: 21/01/2016

Time: 12:00

IV.3.6)Language(s) in which tenders or requests to participate may be drawn up: English

IV.3.7)Minimum time frame during which the tenderer must maintain the tender Not Provided

IV.3.8)Conditions for opening tenders

Date: 21/12/2016

Time: 12:00

Section VI: Complementary Information

VI.1)This Is A Recurrent Procurement: Not Provided

VI.2)Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds: No

VI.3)Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Lifts./P98GCKVH6D>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/P98GCKVH6D>

GO-20151216-PRO-7465735 TKR-20151216-PRO-7465734

VI.4)Procedures For Appeal

VI.4.1)Body responsible for appeal procedures:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993

VI.4.2)Lodging of appeals: Not Provided

VI.4.3)Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993

VI.5) Date Of Dispatch Of This Notice: 16/12/2015

ANNEX A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Commissioning Development & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Bidder

**IMC 188 – PERIODIC INSPECTION, LUBRICATION, TEST & REPAIR OF LIFTS
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Tender Specification
5. Appendix A – Schedule of Properties and Equipment
6. Appendix B – Day Work Rates (included in Tender Response Document)
7. Appendix C – Addition Plant (include in Tender Response Document)
8. Appendix D – Staff Experience Forms
9. Appendix E – Lift Servicing Schedule
10. HAZRA

Tenders should be made on the enclosed Tender Specification and Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 21st January 2016**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

- Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 16th December 2015 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

Please also note that Shropshire Council is committed to achieving Social Value outcomes through all its procurement activity, specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

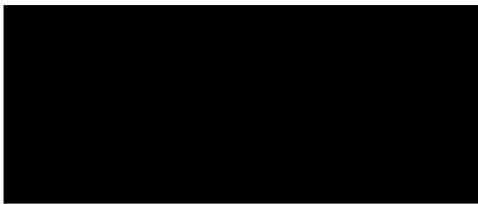
personal info

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Commissioning Development & Procurement Manager
Commissioning Development & Procurement
procurement@shropshire.gov.uk
Tel: 01743 252993
Enc



INSTRUCTIONS FOR TENDERING

**IMC 188 – PERIODIC
INSPECTION, LUBRICATION,
TEST & REPAIR OF LIFTS**

Shropshire Council Instructions for tendering

Contract Description:

The objective of the contract is for the Contractor to provide a service for the periodic inspection, lubrication, test and repair of lifts.

It is an essential requirement of the contract that all work complies with BS7255: Safe Working on Lifts and BS5655: Lifts and service lifts, SAFed Guidelines on Thorough Examination and Testing of Lifts – LG1 and PM26 Safety at lift landings.

The contract will be for an initial period of 4 years with an option to extend for up to a further 1 year. The contract is due to commence on 1st April 2016.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of Periodic Inspection, Lubrication, Test & Repair of Lifts as detailed in the Tender Response Document. The contract will be for an initial period of **4 years** commencing on the 1st April 2016 with the option to extend for a further 12 month period.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement

2.0 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

- 3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

- 3.1.2** All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

- 3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

- 3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

- 3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

- 3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

- 3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 21st January 2016**.

- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any

areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

- 6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **14th January 2016**.

- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

- 8.1** The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

- 8.2** The Council reserves the right at its absolute discretion to amend, add to or

withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

- 8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

9.5.4 the Tenderer is legally required to make such a disclosure.

9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

10.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

10.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

10.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

11.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

11.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

11.1.4 The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

- 11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract

15.0 Acceptance

- 15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- 15.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **1st April 2016**

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

- 17.1 The Council does not bind himself to accept the lowest or any tender.
- 17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

SHROPSHIRE COUNCIL

GENERAL TERMS

AND

CONDITIONS

FOR

THE SUPPLY

OF

GOODS SERVICES AND WORKS

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These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **"W"** (**Property Services contracts**) or **"Z"** (**Highways contracts**) will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

1. **DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
"Council Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
"Council Representative"	the representative appointed by the Council
"Council"	means Shropshire Council
"Commercially Sensitive Information"	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;

"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"Exempt Information"	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
"FOIA"	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
"FOIA notice"	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
"Form of Agreement"	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
"Goods"	means all goods specified in the Agreement.
"Hazardous Goods"	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
"Law"	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Packages"	includes bags, cases, cylinders, drums, pallets and other containers

"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Price"	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
'Prohibited Act'	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
"Public body"	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
"Receiving Party"	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulated Activity'	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
'Regulated Provider'	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
"Request for Information"	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
"Services"	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software'	Specially Written Software, Contractor Software and Third Party Software;
'Specially Written Software'	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to

	provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

2 GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.

- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.
- 2.5 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council (**W**) (**Z**)

3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

5 PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.
- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.

- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 30 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 30 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6 DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

8. INSPECTION

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10 TITLE - PASSING PROPERTY

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

11 THE COUNCIL'S OBLIGATIONS

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
 - a) co-operate with the Contractor;
 - b) provide the Contractor with any information reasonably required by the Contractor;
 - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
 - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.

12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13 INDEMNIFICATION

13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

14 TERMINATION AND CANCELLATION

14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

- a). the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
- b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- d). the other party ceases to carry on its business or substantially the whole of its business;
or
- e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15 PREVENTION OF BRIBERY (W) (Z)

15.1 The Contractor:

- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;
- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

15.2 The Contractor shall:

- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant

government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.

15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.

15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.

15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:

a) with the authority; or,

b) with the actual knowledge;

of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or

c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

15.6 Any notice of termination under clause 15.5 must specify:

a) the nature of the Prohibited Act;

b) the identity of the party whom the Council believes has committed the Prohibited Act; and

c) the date on which this Agreement will terminate.

15.7 Despite clause 42 (Disputes), any dispute relating to:

a) the interpretation of clause 15; or

b) the amount or value of any gift, consideration or commission,

shall be determined by the Council and its decision shall be final and conclusive.

15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.

16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third

party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.

16.3 This provision shall survive the expiration or termination of the Agreement.

17 INDEPENDENT CONTRACTORS

17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

18 SEVERABILITY

18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.

19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement. Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.

19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.

19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

19.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20 WAIVER

20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

21 HAZARDOUS GOODS

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22 NOTICES

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

23 CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
 - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:

- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
 - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
 - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24 **COUNCIL DATA**

24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.

24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.

24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:

24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and

24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and

24.5.3 Transfer of data to and from the system is conducted in a secure manner.

24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:

24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.

24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.

24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:

24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and

24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25 PROTECTION OF PERSONAL DATA

25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.

25.2 The Contractor shall:

25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;

25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

25.2.8 notify the Council (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;

25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
- b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
- c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
- d) providing the Council with any information requested by the Council;

25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- b) any reasonable instructions notified to it by the Council

25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

26.1.1 to review the integrity, confidentiality and security of the Council Data;

26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

26.3.1 all information requested by the Council within the permitted scope of the audit;

26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

26.3.3 access to Contractor Personnel

26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.

26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.

26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)(Z)

27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request

28 INSURANCE

28.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.

28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.

28.3.1 The Contractor shall hold and maintain the insurances required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement

28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term..

28.5 The Contractor shall:

- (a) do nothing to invalidate any insurance policy
- (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

28.6 For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.

28.7 Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":

28.7.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:

- (i) details of the policy concerned; and
- (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and

28.7.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:

- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
- (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

- 30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

31 HEALTH AND SAFETY AT WORK (Z)

- 31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
- 32.6.2 following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- (a) confirm or deny that information is held by the other party, or
 - (b) disclose information required
- to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33 SAFEGUARDING(W) (Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.

33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.

33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

35 EXPIRY

35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 AUDIT AND MONITORING) (W) (Z)

36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37 RIGHTS OF THIRD PARTIES

37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

38 ENTIRE AGREEMENT

38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

39 FORCE MAJEURE

39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably

practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

40 GOVERNING LAW AND JURISDICTION (W)

40.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

41 COMPLAINTS PROCEDURE (W) (Z)

41.1 The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand

41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback

41.2 The Contactor shall ensure that:

41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

41.2.2 someone who is independent of the matter complained of carries out the investigation

41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigations or finding of the Contactor's investigations

41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint

41.3 The Contactor will make its complaints procedure available on request

41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee

(who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint

- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
 - 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
 - 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant [<i>to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)</i>];
"Staff Vetting Procedures"	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations



IMC 188 - Periodic Inspection, Lubrication, Test & Repair of Lifts

Particular Specification

**Prepared by:
Shropshire Council
Premise Services
November 2015**

**PART 2 – PARTICULAR SPECIFICATION
PERIODIC INSPECTION, LUBRICATION, TEST & REPAIR OF LIFTS**

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1 DEFINITIONS

'Client' refers to Shropshire Council's Premises Services Manager or any person appointed by them to act on their behalf.

'Contractor' refers to the company or organisation contracted to provide the services specified.

The specification must be read in conjunction with, and may be modified by, other documents comprising the full tender documentation.

2 GENERAL CONDITIONS

2.1 SCOPE OF CONTRACT

The contract shall comprise the periodic, inspection, lubrication, test and repair of Lifts complying with BS5655: Lifts and service lifts, SAFed Guidelines on the supplementary tests of in-service lifts. All work complying with BS 7255:2012 Code of Practice for the Safe Working on Lifts.

2.2 DURATION OF THE CONTRACT

In the first instance competitive fixed price tenders are being invited to the period 1st April 2016 – 31st March 2020, thereafter the contract may be extended annually for a further one year subject to satisfactory performance during the contract period. The Contractor is entitled to submit a cost adjustment to the tendered figure on an annual basis that is in line with the Retail Price Index which is subject to the approval by the contract administrator. The Client are entitled under the duration of this contract to amend the content of the scope of works, so as to encompass any legislative changes that impact upon the equipment covered under the scope of this contract.

The Client reserves the right to terminate the contract based upon the criteria as detailed in section 2.3 at any time during the contract period.

2.3 PERFORMANCE

The Client will operate a Performance Monitoring System for the Contractor working under this Contract, to enable the recording of and act on, under performance in respect of performance, price and quality.

The system will be a RAG (Red, Amber, and Green) traffic light system for any works done under the scope of the contact, this is also to include day works. A Contractor who performs adequately and in accordance with our requirements will be recorded as 'Green', all Contractors will start with a Green status by default.

The monitoring areas will generally be, but are not restricted to:

1. Health and Safety/Insurance
2. Quality of Workmanship
3. Programme
4. Cost
5. Attendance

Examples of issues that could lead to an Improvement, Registration of Concern or Warning Notice being raised are repeated instances of:- H & S lapses on sites, Failures to produce timely H & S Plans/Manuals, unacceptable work, poor workmanship, use of non-specified materials without authorisation, inadequate control of sub-Contractors, lack of adequate services commissioning, insufficient provision of resources, inadequate programming, failure to adhere to timescales/sectional completions, failure to provide financial information, untimely provision of final accounts.

A rating status can be notified at any time during the project but one will be recorded as a minimum at Practical Completion (if it is an Amber or Red, otherwise a Green will be assumed).

The system process steps are;

1. Improvement Notice - Issue to the Contractor an "Improvement (Amber) Notice" recording the issues and giving the opportunity to improve. Issue of an Improvement Notice will be by email or formal letter.

2. Registration of Concern - Issue to the Contractor a "Registration of (Amber) Concern" recording the issues and any previous Notifications and requiring immediate response to the issues raised and performance improvement. The Contractor may be asked to attend a formal meeting to explain the reasons for poor performance and provide mitigation. Issue of the ROC will be via email or formal letter.

3. Warning Notice - Issue to the Contractor a "Warning (Red) Notice" recording the issues, previous Notifications and requiring immediate improvement under threat of contract termination, with a review period of six months or until improvement can be proven to the satisfaction of Premises Services, whichever is the shorter period. It may also require the Contractor to attend a formal meeting to explain why no improvement has been made. Issue of Warning will be via email or formal letter.

4. Termination Notice - Issue to the Contractor a "Termination (Red) Notice" recording the issues, previous Notifications and advising of termination of the contract. Issue will be via formal letter.

Under exceptional circumstances an issue may be notified and recorded which would warrant an immediate "Red" notification being issued, similarly two notifications in the same monitoring area can result in the same action.

Notwithstanding the above the recognised options available under the Terms & Conditions of contracts will still be available to the Client.

The above system will form part of the feedback process that will provide input into the Council's Key Performance Indicator system (KPI) together with Client Satisfaction feedback and Contract Administrator/Employers Agent evaluation.

2.4 SAFETY AND WELFARE OF WORKMAN

The Contractors' attention is particularly drawn to the clause relating to the "Safety and Welfare of Workmen" in the General Conditions and Preliminaries; the Contractor shall allow in his tender for complying with the clause as necessary on this contract.

2.5 IMPORTANT NOTES

- Contractors shall be responsible for visiting the site(s) to take all their own measurements, site surveys, necessary particulars and shall make arrangements with the establishment for gaining access to the relevant areas.

- The Contractor shall have the means to comply with the terms of the contract, bearing in mind that the equipment within the premises will be of a differing manufacture.

- The Contractors operative(s) shall carry a range of tools, suitable access equipment, equipment access keys, calibrated test instruments and any other necessary equipment to perform this function satisfactorily.

- The Contractor shall provide supervisory staff to regularly monitor the performance and quality of the work of its operative(s).
- The Contractor shall include in the tendered costs those that will be incurred for any administrative duties such as photocopying and communication costs.
- The Contractor shall familiarise himself with the site and in particular to the problems of gaining access to the site. Damage caused to any property in gaining access to the site by the Contractor or persons servicing the Contractor shall be made good at the Contractor's own expense to the satisfaction of the Client.
- The Contractor shall make good any damage caused to the premises by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense to the satisfaction of the Client.
- The Contractor and his employees must report to the premises office or reception whenever they are visiting site to 'book-in', and ensure they 'book-out' when leaving site on **all** occasions.
- Asbestos Management Regulation - Contractors shall be aware that there is a mandatory requirement to sign the on-site Asbestos Register prior to the commencement of any work on every visit to site. All operatives working on the servicing and repair of equipment must be in possession of valid asbestos awareness training, copies of these training records are to be submitted to the Client.
- The Contractor must ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable, respectable clothing and identity passes.
- This project is being undertaken on active Council sites and as such the normal operation of the site(s) shall not be interfered with. Co-operation and liaison with the Site Manager about any schedule and limitations is imperative.

2.6 HOURS OF WORK

Normal Daytime Hours are defined as: - 8am to 5pm Monday to Friday excluding Statutory and Bank Holidays. Please note there will be no additional costs applicable to the client outside of normal working hours for servicing, as some sites may require working outside the normal daytime hours as defined.

2.7 IDENTITY PASSES

All employees and persons servicing the Contractor shall, at the Contractor's expense, be provided with identification passes which meet the minimum acceptable standards of Shropshire Council. The passes shall contain a current photograph of the recipient together with his/her name, also the name of the company by which they are employed and having an authorisation signature, provided by a senior manager/director of that company. The passes should be encapsulated for protection and be available for inspection by premises staff or

representatives of the Contract Administrator, at any time while the operative is on site. The passes are also to contain the engineer's DBS number.

2.8 GENERAL HEALTH AND SAFETY

The site shall be maintained as a clean area at all times free of any litter or debris. The Contractor shall ensure that all public areas and pathways are left clear and free of hazards at all times and leave the premises clean and tidy on completion of the work.

The Contractor shall provide suitable first aid facilities on site.

The Contractor shall ensure that all personnel are provided with, and instructed to wear, proprietary personal protective equipment (PPE) where and whenever there is a risk of injury.

If the premises management agree to provide in-house toilet facilities, the Contractor shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the contract.

2.9 LEGISLATION

The Contractor's attention is drawn to the following Health, Safety and Welfare Legislation:

Fire Precautions Act 1971

The Health and Safety at Work etc. Act 1974

Health and Safety (First Aid) Regulations 1981

Electricity at Work Regulations 1989

Construction (Head Protection) Regulations 1989

Environmental Protection Act 1989

The Control of pollution Act 1990

Manual Handling Operations Regulations 1992

Workplace (Health Safety and Welfare) Regulations 1992

Personal Protective Equipment at Work Regulations 1992

Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 2013

Confined Space Regulations 1997

Lifting Operations & Lifting Equipment Regulations 1998

Provision & Use of Work Equipment Regulations 1998

Management of Health & Safety at Work Regulations 1999

The Fire Precautions (Workplace) (Amendment) Regulations 1999

Control of Substances Hazardous to Health Regulations 2002

Control of Noise at Work Regulations 2005

Working at Height Regulations 2005

The Control of Asbestos at Work Regulations 2012

Construction (Design and Management) Regulations 2015

The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007

Pressure Systems Safety Regulations 2000

This is not a complete list of the relevant legislation and is presented only as a guide to assist the Contractor.

2.10 RISK ASSESSMENT/METHOD STATEMENTS (RAMS)

The Contractor shall carry out a detailed and recorded "Risk Assessment" and 'Method Statement' for the works and submit **two copies** with the completed tender documents.

General Principle of Risk Assessment

The risk assessment shall identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the “relevant statutory provisions”. This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1999 associated with Health and Safety at Work.

2.11 CONSTRUCTION PHASE H&S PLAN (CPP)

The Contractor shall ensure that a CPP is available on site and reflects the safety arrangements relevant to that site. For example, protection of the public, exposure to asbestos, electricity and confined spaces, etc. See HSE site for further information. The detail relating to these arrangements may be given in the RAMS above but must be available on site for inspection.

2.12 DISCLOSURE AND BARRING SERVICE – DBS

All operatives working under this contracts on the maintenance and breakdown of equipment must be in possession of a current enhanced DBS certificate. Written confirmation of compliance with this must form part of the tender submission.

2.13 DATA PROTECTION

The Contractor shall in relation to the performance of his obligations under this Contract be contractually bound to the Client to act in a way which is consistent with the obligations of a public authority under the Data Protection Act 1998 and in particular the Principles of the Data Protection Act 1998.

- The British Standard for the secure destruction of confidential material (BS 8470:2006) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs.
- Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies with BS 8470 when transporting, storing and destroying documents.
- The Data Protection Act 1998 introduced a requirement in October 2000 that all organisations that are contracted to provide services to the Client and that services includes processing of personal data are obliged to ensure secure storage of data.
- The Contractor shall at all time during the terms of the Contract implement appropriate technical and organisational measures acceptable by the Council to protect any personal data being accessed or processed by unlawful processing of personal data and against accidental loss or destruction of or damage to personal data held or processed by the Contractor and that the Contractor shall have taken all reasonable steps to ensure reliability of any of their staff which will have access to personal data processed as part of the contract.
- The Contractor shall act only on the Council's instructions in relation to the processing of any personal data provided to the Contractor by the Council or on behalf or by the Council's employees or former employees.
- Upon receipt of at least 7 days' notice the Contractor shall allow access to any relevant premises owned or controlled by the Contractor to inspect procedures described above and will, on the Council's request, prepare a report to the Council as to the Contractor's current technical and organisational measures used to protect any such personal data.

The Contractor shall consider all reasonable suggestions which the Client may put to the Contractor to ensure that the level of protection provided for personal data is in accordance with this document and make changes suggested unless the Contractor can prove to the Client reasonable satisfaction that they are not necessary to ensure on going compliance with the Contractor undertaking in the clauses stated above.

2.14 BUSINESS CONTINUITY

The Contractor is required to have considered Business Continuity arrangements and developed robust Business Continuity Plans which will minimise any effects on this contract should the Contractor's resources or operations be compromised through an unplanned event. The Contractor shall make available upon request for inspection their Business Continuity plans which, as a minimum, shall detail contingencies in the event of loss or reduced Contract Administration staff, office facilities or IT infrastructure and craft operatives and/or sub-Contractors in the event of widespread illness i.e. flu pandemic. Additional contract sensitive issues i.e. supply chain management should also be considered.

2.15 SPECIAL TERMS AND CONDITIONS

The Client reserves the right to remove any Contractor from the contract if they deviate from the pricing schedule

The Client reserves the right to remove any Contractor from the contract for poor performance or any major breach of the specification

The Client also reserves the right to use specialist Contractors outside of this contract if required for specialist work such as work to historic buildings and other types of work.

2.16 LIFT AND ESCALATOR INDUSTRY ASSOCIATION (LEIA)

The Contractor shall be a member of LEIA for the duration of the contract

3 SCOPE OF SPECIFICATION

This part of the specification provides the basis for lift periodic inspection lubrication test and repair maintenance contract between the Client and the Contractor.

The objective of the contract is for the Contractor to provide planned preventative maintenance of lifts installed on Council controlled premises and premises maintained by the Client, to ensure that they are maintained in a safe condition so as to prevent risk of injury to any person or damage to any property, to ensure optimum system efficiency and to extend the working life.

The maintenance contract shall be in the format of mobile periodic maintenance, including consumables, specialist labour plus emergency call-outs, spares and specified replacement parts.

The inspection and maintenance service is intended to demonstrate compliance with:

- The provision and use of Work Equipment Regulations (PUWER)
- Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
- BS7671:2008 Requirements for Electrical Installations IEE Wiring Regulations 17th Edition

- Approved Code of Practice and Guidance L113: Safe use of lifting equipment
- BS5655: Part 10 Specification for the testing and inspection of electric and hydraulic lifts
- SAFed Guidelines on the supplementary tests of in-service lift. As ammended
- HS (G) 107 Maintaining portable electrical equipment
- Work equipment. Provision and Use of Work Equipment Regulations 1998. Guidance on the regulations L22 (Third Edition)

The Contractor shall refer to the specification schedule of works and to manufacturer's requirements and recommendations for detailed guidance. Other guidance is available from the HSE, SAFed, LEIA and the BSI.

Unless otherwise specified the work shall comprise all labour, transport and materials necessary to complete the monitoring and inspection. This includes the provision of access equipment and labour to significantly dismantle major items of plant.

4 GENERAL REQUIREMENTS

4.1 GENERAL

The Contractor shall provide the Client with information to allow the Client to assess the competency of the Contractor and individual personnel carrying out the service work. This shall include as a minimum requirement the names of the specific persons who may carry out the work. It shall also include details of the quality system operated by the Contractor. The Contractor will obtain agreement from the Client before substituting alternative personnel before or during the contract.

The Contractor's tender should include a method statement for the work to be undertaken.

The Contractor's insurance arrangements must comply with the tender requirements and be in force before work is allowed to commence. The Contractor should make copies of the policies available for approval.

All work and procedures must adhere to relevant regulations, statutes and codes of practice.

The Contractor must comply with the Client's Health & Safety Policy. Failure to do so may result in immediate expulsion of Contractor personnel from the site.

All hazardous or inflammable materials brought onto site must be notified to the Client in compliance with the 'Control of Substances Hazardous to Health Regulations, 1999'. All hazardous waste generated during sampling must be removed from site by the Contractor in compliance with the 'Health and Safety at Work etc. Act 1974'.

All work and procedures shall be undertaken with due care to avoid damage to the contents and fabric of the building.

The Contractor is expected to exercise politeness, confidentiality and discretion during the course of the maintenance work. Results of the service may only be divulged to the Client's representative and other persons nominated by the Client.

4.2 ACCESS

The Contractor shall make access arrangements two working days in advance with the Head or Manager of each property, giving notification that access to the property is required and that access will be available. Failure to comply with this requirement will result of non-payment of abortive visit charges. A record of with whom contact was made with will be required to sanction abortive visit charges.

It is the Contractor's responsibility to supply all access equipment, including ladders and mobile units, and then gain access to all plant & equipment listed in the Schedule of Property and Equipment.

The Contractor shall allow in their costs, those that will be incurred by moving stored items to allow access to plant.

4.3 ADDITIONS/DELETIONS OF PROPERTIES

The Client may, during the period of the contract, wish to add or delete properties from the schedule. Any such additions or deletions shall be effected by giving the Contractor one months' notice in writing and shall be effected without penalty to the Client. The floor area given may also alter due to building or demolitions.

4.4 ADDITIONS / DELETIONS OF PLANT

The Client may, during the period of the contract, add items of plant to the schedule for maintenance in accordance with the procedures laid down in this Specification. Any such additions shall be in the form of an endorsement at the current contract unit or hourly rate cost.

The Client may, during the period of the contract, delete items of plant from the schedule for maintenance. Any such deletions shall be effected by giving one months' notice in writing, without penalty to the Client and be in accordance with the 'Contract Adjustments' clause.

The Contractor is to identify any additional items of plant requiring service under the scope of this contract whilst on site and seek clarification from the Contact Administrator as to how to proceed.

4.5 CONTRACT ADJUSTMENTS

For the purpose of additions and deletions, the total contract sum shall be adjusted by negotiations.

4.6 AUTHORISATION OF WORK

All work to be carried out beyond the scope of the Specification and Service Schedules shall be authorised by the Client before the work is undertaken.

The Client reserves the right to seek competitive alternative quotations for any works that fall outside the scope of the servicing.

4.7 CONSUMABLES

The Contract shall be deemed to be inclusive of all consumables and cleaning materials necessary for the complete and satisfactory operation of the plant. Consumables are defined as all items of equipment, materials or components that have to be replaced on a regular basis, such as lubricants, gaskets, jointing materials, lubricating spray e.g. WD40, lamps, neon's, motor brushes batteries, fuses and oil for the purpose of topping-up within the lift unit cost.

4.8 COSTS

The cost of providing the service shall be on a cost per unit basis and will be fixed for the first 12 months of the contract. For subsequent years, annual increases only will be considered, and any annual increase imposed on the anniversary of the commencement of the contract must not exceed the percentage increase in the RPI index during the preceding 12 months (December to December). However, in any event, the Client reserves the right to negotiate with the Contractor any proposed annual increase in rates if in its opinion they are not justified.

The unit cost is to be for one inspection of a lift and is to be asset specific.

Lifts added during contract period shall be at a unit cost indicative of the costs submitted for a comparable item of existing plant.

4.9 DELEGATION

The Contractor shall not delegate performance of the whole or any part of this contract to any person or company unless they have obtained the written permission of the Client.

Where permitted delegation shall only be to another Contractor on the Client's approved list and may only be on a short term basis and in no circumstances shall it constitute more than 10% of the total scheduled contract works.

4.10 PROGRAMME OF WORK

The programme shall comprise of service visits to each lift as shown in the Schedule of Properties and Equipment (Appendix A).

All work referred to in this Specification shall be carried out during the normal working day unless local arrangements are made. Such local arrangements shall not involve the Council in overtime payments to their own or Contractor's staff.

4.11 SCHEDULE OF MAINTENANCE

A schedule giving full name and address of each property and plant detail is included with the tender documents.

Where the contract consists of two service visit per year to a lift, this shall be at six month intervals. Where the contract consists of six service visit per year to a lift, this shall be at two month intervals.

4.12 HAZARDOUS SITUATIONS

Should a hazardous situation to the buildings' occupants become apparent, the appropriate service should be isolated and the situation drawn immediately to the Contract Administrator's attention by telephone on 01743 281096.

4.13 INSPECTION OF WORK

The Contractor shall be required from time to time to partially dismantle and re-assemble any items of equipment upon request, as far as is reasonably practicable, to demonstrate the nature of the servicing work carried out and that the work has been completed in accordance with the manufacturers and Clients service requirements. This is to include making available any faulty items or items replaced for inspection indicating the nature of the fault.

No costs shall be incurred to the Client for this element of the contract.

4.14 LIABILITY FOR ACCIDENTS & DAMAGE

The Contractor shall exercise reasonable care in carrying out its obligations and agrees to indemnify the Client in respect of all damage to property and injury to persons to the extent that such damage or injury arises directly from the Contractor's negligence, but the liability of the Contractor in respect of such damage shall be limited to a maximum of five million pounds in any one event.

4.15 TRANSPORT

The contract shall be deemed to include all transport cost for work persons performing work within the contract.

4.16 RECALLS

Return visits within 28 days necessitated in the judgement of the Contract Administrator shall be at the Contractor's expense.

4.17 LIABILITY FOR ACCIDENTS & DAMAGE

The Contractor shall exercise reasonable care in carrying out its obligations and agrees to indemnify the Client in respect of all damage to property and injury to persons to the extent that such damage or injury arises directly from the Contractor's negligence, but the liability of the Contractor in respect of such damage shall be limited to a maximum of five million pounds in any one event.

4.18 SERVICE ROUTINES

The service routines outlined in the attached Servicing Schedule shall be read in conjunction with the manufacturer's service documents and are intended to complement them. In no circumstances should they replace manufacturer's instructions to the detriment of the plant or safety of the premises. In the absence of a manufacturer's specification the service routines are a minimum standard for safe working and efficiency.

Although the service routines are presented in a checklist format applied to generic types of plant, it is not implied that maintenance responsibilities should be defined in this way. The Contractor is responsible for maintaining the entire system, not just groups of components.

4.19 SITE PROTECTION

The Contractor shall be responsible for the protection of the site, the works and the public against all theft, damage or injury and shall allow for all necessary watching and lighting for the security of the works and protection of the public.

The Contractor shall also erect and maintain any necessary temporary barriers or other means to protect and prevent accidental or unauthorised approach to potentially hazardous areas, such as incomplete plant or partially dismantled work platforms, unfenced drops, treated floor areas, hot or chemical processes etc. and remove on completion.

4.20 SPARE PARTS AND RENEWALS

The Contractor shall supply & fit all spare parts as required up to the financial limit of £250 (including materials, labour and mileage) per property. For remedial works over the financial limit a quotation must be completed for the whole repair work and forwarded to the Client. An official order number will be issued if the quotation is approved.

The quotation must include a full breakdown of costs, showing **individual** costs for **materials** and **labour**, to enable the quotation to be evaluated fully.

Fitting replacement parts shall be carried out as far as possible during the maintenance visit. An extra visit in order to fit replacement parts in cases of emergency may be permitted, but only with prior notification and approval of the Client.

The Contractor's vehicles must carry adequate stocks of consumable spares.

The Contractor shall only use new genuine manufacturers' spares, except when otherwise directed. Reconditioned parts are not acceptable.

Chargeable spare parts replaced during maintenance or breakdown visits shall be left on site for inspection and disposal instructions from the Client.

4.21 REVIEW MEETINGS

It is to be assumed that the Contractors contract manager will be required to attend quarterly contract review meetings with the Contract Administrator at Shropshire Councils HQ, to discuss contract performance and any other matters deemed necessary. The frequency of these meeting may be reduced based upon the Contract Administrators requirements.

4.22 CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH

All chemicals to be used in the cleaning process to be advised to the Contract Administrator complete with all your relevant COSHH Assessments and copy of the manufacturers Hazard Data Sheets for prior approval.

4.23 TAKING OF PHOTOGRAPHS

The Contractor shall advise the Head of school and college sites that their engineers may be taking photographs of the lift installation, for inclusion with the formal servicing report.

4.24 EMERGENCY REPAIRS

Such breakdowns shall be given priority over normal service visits and must be completed the same day, unless otherwise agreed with the Contract Administrator.

Properties may require attendance outside the contract terms and normal working hours, the successful Contractor shall provide a 24 hour seven day per week emergency service.

Service Engineers must be contactable during the full working day to receive instructions for emergency repair work.

The charges for this service shall be indicated on the summary sheet, together with any special conditions.

5 SERVICE REPORTS & INVOICES

5.1 SERVICE REPORTS GENERAL

The Contractor shall submit individual service reports for each lift electronically complete with the invoice, and if necessary a quote for any required remedial works, to the Contractor Administrator. A copy of the service shall also be sent to the Site Manager of the property. In addition to the individual service reports for each item of plant, a summary sheet shall be attached noting any defects requiring remedial works undertaking.

The service report shall contain and make reference to the following:-

- Date of the service visit.
- Time arrived on site
- Time left site
- Property name and address.
- Property number (as per the Equipment Schedules).
- Name of person requesting the works
- Contractor name, address and telephone number.
- Plant manufacturer, model, serial number, and age.
- A statement of the condition of the other items required by the respective service routine.
- Details of replacement parts fitted or required.
- Details of any outstanding actions.
- Additional comments
- Property representative name and signature.
- Engineer's name and signature.
- Photographs to highlight any defects requiring attention.

The method of service reporting may be liable to change by request of the Client, at any point in time under the contract duration. This shall be a no cost to the Client.

5.2 EMERGENCY REPAIRS, REPORT SHEETS

An individual report shall be provided and supplied with the invoice for each call showing the following.

- Time call was placed.
- Date of the visit.
- Time arrived on site.
- Time left site.
- Property name and address.
- Property number (as per the Equipment Schedules).
- Name of person requesting the works.
- Contractor name, address and telephone number.
- Plant manufacturer, model, serial number, and age.
- Full detail of fault found and parts used or required
- Details of any outstanding actions.
- Additional comments
- Property representative name and signature.
- Engineer's name and signature.
- Photographs to highlight any defects requiring attention.

5.3 INVOICES

Payment of invoices will be made in arrears following the submission of the service report. Payment will be made following the submission of an electronic invoice, to include a signed and authorised work sheet, on completion of the works and must be presented within 14 days following completion of works. All invoices must clearly state the following information:

- Addressed to Shropshire Council
- Be on a company letterhead showing company name and address
- If VAT is chargeable, invoice to have a VAT registration number
- Site name and address
- Official Order Number
- Name of person requesting the works
- Date and time of when the order was placed
- Date of visit
- Time arrived on site
- Time left site
- Asset details, i.e.: Make, Model, Serial and location.
- Unit Cost/Hourly rate
- Number of hours on site
- Number of operatives (if more than one)
- Sub-Contractors details
- List Materials used along with the cost for each item and mark up
- Worksheet signed by authorised person on site

Not adhering to stipulated criteria may lead to administration penalties.

The Client reserves the right to request copies of supplier's invoices to verify cost mark-up against trade price of materials used against the values stated in the Tender Response Document.

6 CALL OUTS & EMERGENCY REPAIRS

The Contractor shall be required to provide a 24 hour 365 day per year emergency breakdown service as properties may require attendance outside the contract terms and normal working hours. Answer phone services are not acceptable.

The Contractor shall be able to respond to instructions to attend an emergency breakdown by attending site within **two hours** from receipt of call from the Client. However, passenger release must be arranged within **one hour**, if necessary by use of a local third party.

Breakdowns shall be given priority over planned service visits and must be completed within 24 hours from receipt of a call, unless otherwise agreed with the Client.

For breakdowns reported during normal working hours the Contractor will be issued verbally with an order number, followed by an official Email order within a few days.

For breakdowns reported outside normal working hours the Contractor shall obtain an order number from the Client on the next working day.

The charges and rates for callouts and emergency breakdowns i.e. labour rates, materials, together with any special conditions, shall be indicated on the tender form for work not included in the Specification and Schedules. Where the Client considers the charges and special conditions excessive the whole tender may be disqualified.

The Contractor shall provide details of operatives 'on-call' for the out of normal hours breakdown service. Details which shall include names & contact numbers shall be available at the commencement of the contract. These details shall be updated to reflect any revisions immediately following any such revisions. The Contractor shall also re-confirm the contact details prior to each annual extension of the Contract and prior to times of public holidays e.g. Easter, Christmas etc.

The Contractor shall report to the person in charge of the premises if they are unable to complete a repair and inform that person the course of action they are taking i.e. obtaining replacement parts.

In the event of spares/parts not being available from stock or local suppliers the Contractor is to make arrangements for overnight delivery direct from the manufacturer to their agents.

Service Engineers must be contactable during the full working day to receive instructions for emergency repair work.

7 SERVICING PROCEDURES

7.1 GENERAL

The service work shall be carried out according to the provisions of the British Standards and industry guidance.

Although the maintenance tasks are presented in a checklist format applied to generic types of plant, it is not implied that maintenance responsibilities should be defined in this way. The Contractor is responsible for maintaining the entire system, not just groups of components.

7.2 SERVICING ROUTINES

Please refer to the Appendix B – Lift servicing schedule.

Appendix A - Schedule of Properties and Equipment

<u>Prop No</u>	<u>Property</u>	<u>Manufacturer</u>	<u>Type</u>	<u>Safe Working Load</u>	<u>AServiceMonths</u>	<u>BServiceMonths</u>	<u>YearOfManufacture</u>	<u>SerialNumber</u>	<u>NumberOfFloors</u>	<u>AnnualServiceMonth</u>	<u>Number of visits per year</u>	<u>Cost per visit</u>
0230	Aveley Primary School Daddebrook Road Aveley Bridgnorth WV15 6JT Tel : 01746/780284	KALEA LIFTS AB	PLATFORM	300KG	N/A	1	2010	45713/381340		7	2	
0360	Bomere Heath C.E. (Controlled) Primary School The Crescent Bomere Heath Shrewsbury SY4 3PQ Tel : 01939/290359	CAMA	WHEEL CHAIR		N/A	1	2010	PLS 81224/EA7-7772		7	2	
0780	Criffins C.E. (Controlled) Primary School Dudleston Heath Elesmere SY12 9LT Tel : 01691 690207 Fax : 01691 690207	CAMA	PLATFORM	225 KG	N/A	1	2008	PLS 7825/EA7-6316	2	7	2	
0910	Elesmere Primary School Elson Road Elesmere SY12 0BE Tel : 01691 622288 Fax :	TERRY	STEPLIFT	250 Kg	N A	1	2001	ZA 01 45 10	2	7	2	
1310	Market Drayton Infant And Nursery School Longslow Road Market Drayton TF9 3BA Tel : 01630/652909 Fax :	POLLOCK	PLATFORM	250KG	N/A	1	2009	09085		7	2	
1310	Market Drayton Infant And Nursery School Longslow Road Market Drayton TF9 3BA Tel : 01630/652909 Fax :	CAMA	PLATFORM	225KG	N/A	1	2009	7592		7	2	
1310	Market Drayton Infant And Nursery School Longslow Road Market Drayton TF9 3BA Tel : 01630/652909 Fax :	CAMA	PLATFORM	225KG	N/A	1	2009	7591		7	2	
1410	Much Wenlock Primary School Racecourse Lane Much Wenlock TF13 6JG Tel : 01952 727634 Fax : 01952 727634	CAMA	PLATFORM	250 KG	N/A	1	2006	6139	1	7	2	
1790	Shifnal Primary School Currier's Lane Shifnal TF11 8EJ Tel : 01952/460500 Fax :	CAMA	PLATFORM	250 kg	N/A	1	2007	PLS7654/6624	2	7	2	
2900	Weston Rhyn Primary School Weston Rhyn Oswestry SY10 7SR Tel : 01691/773429 Fax : 01691/774692	CAMA	PLATFORM	250KG	N/A	1	2007	6649	2	7	2	
2900	Weston Rhyn Primary School Weston Rhyn Oswestry SY10 7SR Tel : 01691/773429 Fax : 01691/774692	PHOENIX	PLATFORM	400KG	N/A	1	2008	3969	2	7	2	
2920	Whitchurch C.E. (Controlled) Junior School Salisbury Road Whitchurch SY13 1RX Tel : 01948 862255 Fax :	ARITCO	PLATFORM	400 Kg	1,5,9	3,11	2003	THY0767	2	7	6	

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<u>Prop No</u>	<u>Property</u>	<u>Manufacturer</u>	<u>Type</u>	<u>Safe Working Load</u>	<u>AServiceMonths</u>	<u>BServiceMonths</u>	<u>YearOfManufacture</u>	<u>SerialNumber</u>	<u>NumberOfFloors</u>	<u>AnnualServiceMonth</u>	<u>Number of visits per year</u>	<u>Cost per visit</u>
3120	The Community College Brampton Road Bishops Castle SY9 5AY Tel : 01588/638257 Fax : 01588/630034	THYSSEN	HOME	340 Kg	N/A	1	2002	52058	2	7	2	
3170	Oldbury Wells School (East) Oldbury Wells Bridgnorth WV16 5JD Tel : 01746/765454 Fax : 01746/762746	BALMATIC	SERVICE	50 Kg	N/A	1	2004	4336	2	7	2	
3170	Oldbury Wells School (West) Oldbury Wells Bridgnorth WV16 5JD Tel : 01746/765454 Fax : 01746/762746	PICKERINGS	SERVICE	508 Kg	N A	1	1965	65 2056	2	7	2	
3170	Oldbury Wells School (West) Oldbury Wells Bridgnorth WV16 5JD Tel : 01746/765454 Fax : 01746/762746	CAMA	PLATFORM	225KG	N/A	1	2007	EA7-6742	2	7	2	
3170	Oldbury Wells School (West) Oldbury Wells Bridgnorth WV16 5JD Tel : 01746/765454 Fax : 01746/762746	CIBES	PLATFORM	400KG	N/A	1	2007	7511046	2	7	2	
3300	Ludlow C. E. School Biomfield Road Ludlow SY8 1GJ Tel : 01584/872691 Fax : 01584/877708	THYSSEN	PASSENGER	630 Kg	1,5,9	3,11	1995	AM 590 78	3	7	6	
3500	St Martins School - formally Rhyn Park School and Performance Arts College site St Martins Oswestry SY10 7BD Tel : 01691 776500 Fax : 01691 776501	THYSSEN	STAIRLIFT	340 kg	N/A	1	2004	SH5021344480J		7	2	
3640	Meole Brace School Science College Longden Road Meole Brace Shrewsbury SY3 9DW Tel : 01743 235961 Fax : 01743 364017	PORCH	STEPLIFT	340 Kg	N/A	1	2005	320186	2	7	2	
4040	Shrewsbury Sure Start Kendal Road Shrewsbury SY1 4ES Tel : 01743/452400	STANNAH	PASSENGER	630 Kg	1,5,9	3,11	2004	240123	2	7	6	
4200	Woodlands School Tilley Green Wem SY4 5PJ Tel : 01939 232372 Fax :	STANNAH	PASSENGER	250 Kg	1,5,9	3,11	2003	222157	3	7	6	
4510	The Gateway Arts & Education Centre Chester Street Shrewsbury SY1 1NB Tel : 01743/367682 Fax : 01743/358951	BECKER	PASSENGER	600 Kg	1,5,9	3,11	1984	18728	2	7	6	
4513	Radbrook Office Complex - Bourne House Radbrook Road Shrewsbury SY3 9BL Tel : 01743 254800 Fax :	VIMEC	PLATFORM	230kg	N/A	1		06974		7	2	

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4513	Radbrook Office Complex - Bourne House Radbrook Road Shrewsbury SY3 9BL Tel : 01743 254800	VIMEC	PLATFORM	230 KG	N/A	1		05977		7	2	
4645	Market Drayton Youth Centre Drayton Grove Market Drayton TF9 3AD Tel : 01630 655514	TERRY	STEPLIFT	250 Kg	N A	1	2002	Z9023801	2	7	2	
4651	The Centre (My Place) Oak Street OSWESTRY SY11 1LW	SCHINDLER	PASSENGER	675KG	1,5,9	3,11	2012	10600380		7	6	
4995	Church Stretton Sports Centre Shrewsbury Road Church Stretton SY8 6EX Tel : 01694 720051	ARITCO	PLATFORM		N/A	1	2010	4015		7	2	
5085	Sir John Talbot's Technology College Sports Hall Heath Road Whitchurch SY13 2BY Tel : 01948 660660 Fax :	TERRY	PLATFORM	250kg	N/A	1	2011	CP70646/ZC2011-37-02		7	2	
5741	Ludlow Library and Museum Resource Centre 7/9 Parkway Ludlow SY8 2PG Tel : 01584/813600 Fax : 01584/813601	MONITOR	PASSENGER	2,600 Kg	1,5,9	3,11	2002	IL500/228316	4	7	6	
5790	Oswestry Library Arthur Street Oswestry SY11 1JN Tel : 01691/677382 Fax :	SHORTS	SERVICE	152 Kg	N A	1	1972	943 72	2	7	2	
5790	Oswestry Library Arthur Street Oswestry SY11 1JN Tel : 01691/677382 Fax :	LIFT SOURCE (UK) LTD	PASSENGER	500 KG	1,5,9	3,11	2008	LS1777		7	6	
5880	Connexions Shrewsbury Office 1a Castle Gates Shrewsbury SY1 1PL Tel : 01743/255380 Fax :	SHORTS	SERVICE	100 Kg	N A	1	1985	84 2136/22378	2	7	2	
5885	Shropshire Archives Castle Gates Shrewsbury SY1 2AQ Tel : 01743/255350 Fax : 01743/255355	TERRY	WHEEL CHAIR	250 Kg	NA	1	2004	Z9041305	2	7	2	
5885	Shropshire Archives Castle Gates Shrewsbury SY1 2AQ Tel : 01743/255350 Fax : 01743/255355	LIFT & ENGINEERING	PASSENGER	630KG	1,5,9	3,11	2012	CP70712	4	7	6	
5890	Shrewsbury Castle Gates Library Castle Gates Shrewsbury SY1 1PL Tel : 01743/255300 Fax :	BECKER	PASSENGER	600 Kg	1,5,9	3,11	1983	17237	3	7	6	
5890	Shrewsbury Castle Gates Library Castle Gates Shrewsbury SY1 1PL Tel : 01743/255300 Fax :	CAMA	STEPLIFT	225 Kg	N/A	1	2006	EA6 5989	2	7	2	

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6617	Beulah House 5 Cemetery Road MARKET DRAYTON	EVANS	PASSENGER		1,5,9	3,11	1994	OSN298266		7	6	
6619	Glenview 54 Gravel Hill LUDLOW	EXPRESS	PASSENGER		1,5,9	3,11	1990	A45901/1		7	6	
9309	Theatre Severn Frankwell Quay SHREWSBURY SY3 8FT Tel : 01743 281282 Fax : 01743 281283	CARDIFF	PASSENGER	500KG	1,5,9	3,11	2008	CLC631	3	7	6	
9309	Theatre Severn Frankwell Quay SHREWSBURY Shropshire SY3 8FT Tel : 01743 281282 Fax : 01743 281283	CARDIFF	PASSENGER		1,5,9	3,11	2008	CLC632	3	7	6	
9309	Theatre Severn Frankwell Quay SHREWSBURY SY3 8FT Tel : 01743 281282 Fax : 01743 281283	CARDIFF	PASSENGER		1,5,9	3,11	2008	CLC630	4	7	6	
9309	Theatre Severn Frankwell Quay SHREWSBURY SY3 8FT Tel : 01743 281282 Fax : 01743 281283	CARDIFF	PASSENGER		1,5,9	3,11	2008	CLC629	4	7	6	
9309	Theatre Severn, Frankwell Quay SHREWSBURY SY3 8FT Tel : 01743 281282 Fax : 01743 281283	POLLOCK	SERVICE	50KG	N/A	1	2008	UNKNOWN		7	2	
9527	Mount McKinley, Anchorage Avenue Shrewsbury Business Park Shrewsbury SY2 6FG Tel : 01743 250260	SCHINDLER	PASSENGER	675KG	1,5,9	3,11		10404474	3	7	6	
9788	Shropshire Food Enterprise Centre Vanguard Way Shropshire Food Enterprise Park Battlefield Shrewsbury SY1 3TG Tel : 01743 252274	GARTEC	PLATFORM		N/A	1	2008	GAR3250		7	2	
2075A	The Wilfred Owen School Woodcote Way Shrewsbury SY2 5SH Tel : 01743 282360 Fax : 01743 282369	LIFT SOURCE (UK) LTD	PASSENGER	1000KG	1,5,9	3,11	2007	LS 1694	2	7	6	
4670B	Hook a Gate Office (TMBSS) @ Sundome Sundome Road Shrewsbury	TERRY	STEPLIFT	250 Kg	NA	1	2003	Z9034208	2	7	2	
9525B	Piarmigan Sitka Drive Shrewsbury Business Park Shrewsbury SY2 6LG Tel : 01743 255781	SCHINDLER	PASSENGER	675KG	1,5,9	3,11	2007	U1013145-1	2	7	6	
BDC002	Canter Brook Depot & Offices Stanley Lane BRIDGNORTH WV16 4SF Tel : 01746 713165	MOTALA	PLATFORM	400KG	1,5,9	3,11	2007	11855	2	7	6	
NSDC020	Wem Town Hall & Information Link High Street WEM SY4 5DG Tel : 01939 237019	OAKLANDS ELEVATORS	PASSENGER	1000KG	1,5,9	3,11	2000	8418		7	6	

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NSDC020	Wem Town Hall & Information Link High Street WEM SY4 5DG Tel : 01939 237019		SCISSOR	1000KG	N/A	1	1999	CT8146		7	2	
OBC001	Oswestry Council Offices Castle View Oswestry SY11 1JR Tel : 01691 671111 Fax : 01691 677348	LIFTEC	PASSENGER	375KG	1,5,9	3,11		LC2240/92 - 00102	3	7	6	
OBC002	Castle View Annexe Arthur Street OSWESTRY SY11 1JR Tel : 01691 671111	Unknown	PASSENGER		1,5,9	3,11		6477	3	7	6	
OBC009	Tourist Information Centre Mile End Oswestry SY11 4JA Tel : 01691 662488	STANNAH	MICROLIFT		N/A	1	1995	D950 3055		7	2	
OBC030	Cambrian Visitors Centre Oswald Road OSWESTRY SY11 2RE Tel : 01691 655111	CURTI	PASSENGER	630KG	1,5,9	3,11	2005	CTR6477/5379	3	7	6	
SABC007	Market Hall Shoplatch SHREWSBURY SY1 1HS	ADVANCED	PASSENGER	1800KG	1,5,9	3,11	2008	66537	5	7	6	
SABC007	Market Hall Shoplatch SHREWSBURY SY1 1HS	ADVANCED	PASSENGER	1800kg	1,5,9	3,11	2008	66537	5	7	6	
SABC007	Market Hall Shoplatch SHREWSBURY SY1 1HS	ADVANCED	PASSENGER	1275KG	1,5,9	3,11	2008	66537	5	7	6	
SABC007	Market Hall Shoplatch SHREWSBURY SY1 1HS	OTIS	PASSENGER	900KG	1,5,9	3,11	2008	78NF8960	3	7	6	
SABC067	Raven Meadows Car Park Raven Meadows SHREWSBURY SY1 1PL Tel : 01743 356628	Unknown	STEPLIFT		N/A	7		TBA		11	2	
SABC067	Raven Meadows Car Park Raven Meadows SHREWSBURY SY1 1PL Tel : 01743 356628	EXPRESS	PASSENGER	750KG	1,5,9	3,11	1968	67/8450	9	7	6	
SABC163	Music Hall The Square SHREWSBURY SY1 1LH	EVANS	PASSENGER	630KG	1,5,9	3,11	2003	C33554	2	7	6	
SABC164	Music Hall The Square SHREWSBURY SY1 1LH	Orona	PASSENGER		159	311	2013	69796		7	6	
SABC164	Music Hall The Square SHREWSBURY SY1 1LH	CIBES	PLATFORM		1		2013	85208-48-22275	4	7	2	
10014527280	Jupiter House Sitka Drive SHREWSBURY SY2 6LG		PLATFORM		1				3	7	2	
SSDC057	Bishops Castle Challenge Court BISHOPS CASTLE SY9 5DW		PLATFORM								2	

SHROPSHIRE COUNCIL

IMC 188 - ANNUAL MAINTENANCE OF LIFTS

Experience of Staff

(Individual forms to be completed for all Supervisors and each Site Operative who may participate in the maintenance of lifts)

Name	
Proposed role in the context of this project (project manager, assessor or team member)	
Formal qualifications	
Institutional memberships	
Relevant training	
Time with present company (if less than 12 months then state previous company)	
Date when member first participated in the maintenance of lifts	

Company Name:

Date:

Item No.	Item	Service	Action	Notes
			The maintenance contractor appointed to carry out works specified herein may be required to attend with the competent person during their thorough inspection to assist as required.	
6	Supplementary examinations and tests		If supplementary examinations and tests are required by the competent person the maintenance contractor may be required to attend and assist the competent person as required.	
7	Competent Person's recommendation		If, after a thorough examination and/or supplementary inspections and tests, the competent person makes recommendations, then the Contractor shall adjust the maintenance regime to comply with those requirements.	
8	Log Book	C'	Examine the log book. Ensure that it contains commissioning data, information and instructions, records of previous maintenance visits and repairs.	Report, as a defect requiring attention, the absence of any such item within the log book.
9	Notices	C'	Ensure notices are present, in good condition and clearly displayed	Provide new notices as necessary.
10	Instructions	C'	Ensure the operator has and understands the manufacturer's operating instructions.	Provide laminated A4 copies of instructions where missing.
			Written instructions shall be present for:	
			safe use of the lift	
			normal operation and breakdown of the lift:	
			the need to keep the written instructions and the emergency hand winding handle in a safe place together with any emergency telephone numbers	Confirm wiring diagrams on site
			Construction	
11	General mechanical condition	C'	Confirm that all parts of the lift are of good mechanical construction, sound material and adequate strength (so far as is ascertainable)	
12	Inaccessible parts	C'	Report any inaccessible parts	
13	Gears and gearboxes	A'	Visually inspect gears and gearboxes. Check oil levels in gearbox, replenish as necessary.	
			Ensure guards are in place and secure.	
		B'	Examine gears, clean and lubricate as necessary.	
			Examine drives for alignment; adjust as necessary.	
		D'	Test gears and bearings for wear.	

Item No.	Item	Service	Action	Notes
			Examine condition of gearbox oil. Flush out and replace as necessary.	
14	Motors	A'	Visually inspect motors and drives.	
			Examine motor bearing lubrication; replenish as necessary.	
			Ensure guards are in place and secure	
		B'	Blow out windings	
			Examine connections	
			Examine alignment between motor and gears.	
			Test bearings for play.	
			Remove surplus oil and grease.	
			Test under normal running conditions.	
			Examine commutators, slip rings, brushes, holders and springs.	
			Examine keys and fixing bolts. Ensure they are in place and secure.	
15	Brake and brake coupling	A'	Clean and examine; adjust as necessary.	Ensure drum is clean and free from oil and grease.
			Lubricate mechanism in accordance with manufacturer's instructions.	
			Test brake action in both directions; adjust and lubricate pivots as necessary	
		B'	Examine brake linings.	Report condition
			Ensure keys, fixing bolts and cotter pins are in place and secure.	
16	Fixings	D'	Examine securing bolts and anti-vibration mountings; secure as necessary	
17	Rollers	D'	Clean and examine all rollers and bearings. Adjust as necessary	
18	Overspeed Governors	A'	Clean and examine.	
19	Hydraulic Pump Sets	A'	Clean and visually inspect.	
			Examine for leakages.	
			Examine oil tank and feed pipe for leakage; top up as necessary.	
		B'	Inspect valve block assembly.	
			Check manual relief valve.	
			Examine pipework and connections.	
			Examine motors and pumps.	
			Test anti-creep systems.	

Item No.	Item	Service	Action	Notes
			Lift Car	
20	General condition	A'	Examine general condition of car interior, wall, floor and ceilings fixings. Clean as necessary.	
		B'	Examine car frame and bodywork. Ensure car is secure within frame.	
			Clean car top.	
21	Floor finishes	A'	Visually inspect.	
			Ensure there are no tripping hazards.	
22	Lighting and Emergency Lighting	A'	Clean and examine luminaires.	
			Replace faulty lamps.	
		C'	Test operation of emergency lights. Ensure satisfactory operation over a 3hr period.	
23	Control buttons and floor indicators	A'	Clean and examine lift car control buttons and lamps.	Replace as required
			Test operation.	
24	Attendant's override control.	A'	Test operation of key switches.	
25	Emergency Alarm	A'	Examine emergency alarms. Test operation.	
			Examine and test telephone / voice systems.	
			Examine 'emergency procedure' notices.	
26	Doors	A'	Test operation of car door switches; adjust as necessary.	
			Test operation of protective edges and door reversing systems	
			Adjust sensitivity as necessary.	
			Clean and examine door tracks.	
			Examine door opening gears, linkages and mechanisms; examine for oil leaks, belt tension, lubrication. Test operation and adjust as necessary	
			Examine and test operation of door locks and Interlocks.	
27	Car trap door	B'	Examine condition, hinges and locks. Test operation of interlocks and alarms	
28	Car top controls	A'	Examine car top controls. Test operation of car top controls and associated limit switches and stops.	
29	Trailing cables	A'	Visually inspect trailing cables and anchorage.	

Item No.	Item	Service	Action	Notes
			Ensure connections are secure.	
		C'	Examine trailing cables for wear, fraying braid and brittle insulation	
30	Ropes and guides	A'	Examine ropes, fixings and guide shoes.	
			Landings	
31	Landing doors and frames	A'	Examine doors and door tracks. Ensure that doors cannot open when lift car is not present.	
			Ensure that doors cannot 'swing' on top mountings.	
			Examine and test door manual release locks.	
			Clean doors and frames. Examine general condition	
32	Controls and indicators lamps		Clean control buttons and lamps. Test operation.	Report suitability for use by disabled persons.
33	Notices		Examine notices.	Report presence of Braille notices.
			Safety Devices	
34	Safety gear and brake	A'	Examine all safety gear.	
			Test operation of safety gear switches	
35	Safety edges	A'	Examine and test operation of all sensitive edges and surfaces and other sensing devices.	
36	Safety gear	A'	Ensure the safety gear switch operates correctly.	
			Lift Motor Room	
37	Access and Security	A'	Examine access, access doors and locks.	
38	Room generally	A'	Examine for cleanliness. Clean as necessary.	
			Remove all debris, redundant oils etc.	
39	Stop switch	A'	Visually examine. Test operation by a manual trip.	
40	Non-conductive mats	A'	Visually examine non-conductive mats. Ensure they are in good condition and correctly positioned.	

Item No.	Item	Service	Action	Notes
41	Notices	A'	Ensure appropriate 'Restricted Access' and 'Electrical Safety' notices are in position and securely fixed.	
42	Lighting and Emergency Lighting	A'	Clean and examine luminaires. Replace faulty lamps.	
		C'	Test operation of emergency lights. Ensure satisfactory operation over a 3hr period	
			Controls	
43	Controls	D'	Clean and examine all controls. Examine indicator and pilot lamps, replace as necessary Examine remote controls and call points. Test all controls.	
44	Trailing Cable	B'	Examine flexible cables for wear, fraying braid and brittle insulation.	
45	Drum and Bushes	D'	Examine and test operation of drums and bushes. Clean, lubricate and adjust as necessary.	
46	Limit and safety switches	D'	Examine limit and safety switches. Examine cables and terminal connections. Test operation of upper and lower control limit switches Test operation of slack rope / chain switches. Test operation of safety gear switch. Test operation of swivel seat interlocks. Test operation of ramp interlocks. Test operation of hinged rail interlocks. Test operation of emergency stops. Test operation of overspeed governor.	
47	Overloads	D'	Examine overload settings. Compare to commissioning data.	
48	Alarms	C'	Examine and test operation of alarms.	
			Control Panel	

Item No.	Item	Service	Action	Notes
49	Control Panel - general	A'	Visually inspect.	
			Examine connections, fuses and overload devices.	
			Examine relays and contacts.	
			Visually inspect printed circuit boards.	
		B'	Examine interlocks; adjust and lubricate as necessary.	
			Examine overload settings; adjust as necessary.	
			Examine dash-pots; top up as necessary.	
			Examine contacts; clean as necessary.	
		C'	Examine fuse carriers and bases; ensure that correctly rates fuses are fitted.	
			Examine connections for tightness.	
			Clean contacts; adjust and replace as necessary.	
			Examine printed circuit boards for secure fitting and signs of degradation.	
			Lift Shaft	
50	Access and security	A'	Examine access and security arrangements	
51	Pit drip trays	A'	Remove any rubbish and / or debris. Drain and clean as necessary.	
52	Sumps and sump pumps	A'	Drain and clean as necessary. Test operation of sump pumps where fitted.	
53	Shaft lighting	A'	Clean and examine luminaires. Replace faulty lamps.	
		C'	Test operation of emergency lights. Ensure satisfactory operation over a 3hr period.	
54	Counter-balance	A'	Examine rope anchorages and equaliser; adjust as necessary. Test safety gear. Lubricate guide shoes.	
		B'	Examine for rope stretch; adjust as necessary. Ensure main tie bolts are secure.	
			Examine guide shoe clearance.	
		D'	Examine and report condition.	
55	Props	A'	Ensure props are in place and suitable for purpose.	

Item No.	Item	Service	Action	Notes
			Test interlocks.	
56	Buffers	A'	Visually inspect buffers	
		D'	Ensure energy dissipation buffers return to fully extended position after compression.	
57	Hydraulic pipework	A'	Examine for leaks.	
			Examine hangers, expansion joints and supports; adjust as necessary.	
			Examine flexible pipework, couplings and connectors for damage and leaks.	
58	Hydraulic rams and cylinders	A'	Examine ram and cylinder. Ensure ram bolt heads are secure.	
			Examine pipe connections for leakage.	
			Examine gland packing for wear.	
			Examine full length of ram for scoring or damage	
59	Boreholes	A'	Examine for signs of leakage.	
			Ropes and Sheaves	
60	Ropes and rope sheaves	A'	Visually inspect.	
			Lubricate as necessary.	
		B'	Clean and examine ropes. Inspect for fraying wires or deterioration.	
			Lubricate as necessary.	
			Adjust tension as necessary.	
		C'	Ensure keys and fixing bolts are secure.	
			Examine bearings and sheave grooves for wear.	
			Ensure ropes are evenly tensioned and free from slip.	
		D'	Examine all ropes. Report condition and next anticipated replacement.	
			Guides & Fixings	
61	Guides and fixings	A'	Clean, lubricate as necessary.	
		B'	Examine guides for wear; ensure fixings are secure.	
			Examine guide shoe clearance.	

Item No.	Item	Service	Action	Notes
			Electrical Installation	
62	General electrical installation	E'	Carry out a periodic inspection with associated circuit tests in accordance with the requirements of the SC specification and BS7671 : Requirements for Electrical Installations.	Test insulation resistance of the whole installation (except transistor panels)
63	Flexible cables	D'	Examine flexible cables for wear, fraying braid and brittle insulation.	
64	Main isolating switch	D'	Examine fuses, ensure correctly rated fuses are fitted. Examine terminal connections.	
65	Lighting and emergency lighting	A'	Clean and examine luminaires. Replace faulty lamps.	Lift car and shaft
		C'	Test operation of emergency lights. Ensure satisfactory operation over a 3hr period.	
66	Batteries, chargers and circuits	D'	Examine chargers and low voltage wiring. Test batteries; renew as necessary. Clean and examine terminals.	
67	Earthing and bonding	D'	Examine earthing and bonding arrangements. Test earth continuity	Test sheet to be provided indicating earth loop impedance
			Overall Observations	
68	Lift Installation	D'	Lift modernisation programme to include all recommendations for the lift upgrade, specifying in detail an energy conservation plan showing estimated running costs and projected running costs. Inspection report is to highlight items requiring upgrade to bring the installation into line with the requirements defined in BS EN 81-80 along with costs for each element of improvement.	Refer to CIBSE Guide 'F'. Provide estimated costs. Refer to BS EN 81-80



HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

Table 1 - Site Wide Elements

Client:	Premises Services - Shropshire Council	HAZRA Rev. No:	1	Date:	Nov 2015	
Project:	Lift maintenance contract	Revised by:	██████████	Copied to:		
Ref No.	IMC188					
Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Access/Egress Welfare/Storage - traffic routes - pedestrian routes - site compound - housekeeping - work/storage areas	Contact with moving vehicle / plant	General public, Other contractors, School Staff	Medium	Separation of the working area. Site to be kept clean & tidy at all times	Start of contract	Low
	Heavy lifting (site establishment)	Contractors personnel	Medium	Mechanical Lifting Plant operated by competent operatives shall be employed. Ladders for access only, and not as a working platform	Start of contract	Low
N.B. Make reference to SiD notes: 1002 H10.001 H10.002 H20.001 T20.007 (n.y.a) T20.008 T20.009 T20.012	Unauthorised access onto site	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Separation of the working area with appropriate barriers, controlled access on to the site visitors log book.	Start of contract	Low

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Shared access Clashes with other operations / trades/live premises	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Separation of the working area with appropriate barriers, controlled access on to the site visitors log book.	Start of contract	Low
	Restricted access Obstructions Sensitive routes	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Work to be carried out during School term. In addition PTA Swimming Pool and Children Centre Area Base will in use. Will be a active site. All staff/visitors to sign contractor and school log book. Where work to entrance area to be carried out - full height scaffold fan to be provided to give protection of high level working.	Start of contract	Medium
	Falls of plant & vehicles Safe haul routes	N/A	N/A	N/A	N/A	N/A
	Live services - Overhead or internal/underground Electrocution/ asphyxiation/etc. Fire/explosion	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Detailed site survey to be conducted before the start of works to identify hazards and to implement appropriate control measures.	Start of contract	Low
	Fire or other emergency Access for emergency services Existing emergency routes	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Emergency routes and exist to be kept clear at all times services	Start of contract	Low

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Safe Working Area	Falls from height including below ground level	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Low	Appropriate safe access methods to be used at all times by the contractor. Segregation of the working area.	Start of contract	Low
	Falls through fragile materials	N/A	Medium	Fragile roof car tops. Ensure adequate protection is applied.	Start of contract	Low
	Manual handling / musculo-skeletal injuries	Contractors personnel	Medium	Appropriate lifting techniques to be used and mechanical plant to be used for heavy items	Start of contract	Low
	Entry into confined spaces (including excavations)	Contractors personnel	Medium	Lift shafts, pits and plant rooms. RAMS to reflect safe method of working	Start of contract	Low
	Fire / emergency evacuation from difficult areas e.g. working platform, confined spaces	Contractors personnel	Medium	RAMS to reflect safe method of working. Site to be aware of contractors presence by following the signing in procedure.	Start of contract	Low

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Materials Substances Components Adequate welfare	Manual handling / muscular-skeletal injuries	Contractors personnel	Medium	Appropriate lifting techniques to be used and mechanical plant to be used for heavy items	Start of contract	Low
	Harm from commonplace construction materials. substances e.g. cement-based substances, sands, mineral oils	Contractors personnel	Medium	Appropriate personnel protection to be used i.e. gloves/ barrier creams. COSHH data to be available for all materials / products used.	Start of contract	Low
	Harm from specific products	Contractors personnel	Low	Appropriate personnel protection to be used as recommended by manufactures	Start of contract	Low
	Harm from asbestos- based materials	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Contractor to read and sign the on site register on each and every visit.	Start of contract	Low
Cutting / welding / hot work	Respiratory harm - fume, dust, radiation Eye and skin damage	Contractors personnel and supervising officers		Appropriate personnel protection to be used i.e. masks goggles barrier creams	Start of contract	Low

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Fire / explosion	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Low	Hot permit to work (including fire watch) by certification provided by contractor and logbook to be kept onsite. Good house keeping including provision of suitable portable fire fighting equipment provided by contractor and kept on site	Start of contract	Low
Other						



HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

Table 4 - Engineering Services and Systems						
Client:	Premises Services - Shropshire Council		HAZRA Rev. No:	1	Date:	Nov 2015
Project:	Lift maintenance contract		Revised by:	██████████	Copied to:	
Project Ref:	IMC188					
Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Engineering services - installation - commissioning - testing - electrical power - lighting - gas - heating - water supply - hot water -ventilation - cooling - air conditioning - refridgeration - telecoms - plant & equipment	Access	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Segregation of work area with appropriate barriers. Isolated power supplies to be locked off with appropriate notices	Start of contract	Low
	Falls from height	Contractors personnel and supervising officers	High	Working in lift shafts - RAMS and safe system of works to be strictly adehired to.	Start of contract	Low
N.B. Make reference to SID notes:	Live services - Overhead or internal/underground Electrocutuion/ asphyxiation/etc Fire/explosion	Contractors personnel and supervising officers	Medium	Detailed survey to be conducted with RAMS updated to reflect nessecary control measures.	Start of contract	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
1002 H10.001 H20.001 T10.002 T20.007 (n.y.a) T20.008 & 9 T20.010 (n.y.a) T20.012 T20.015	Heavy lifting	Contractors personnel	High	Appropriate lifting techniques to be used and mechanical plant to be used for heavy items by competent workers.	Start of contract	Low
	Contact with moving vehicle / plant	N/A	N/A	N/A	N/A	Medium
	Manual handling / musculo-skeletal injuries	Contractors personnel	Low	Appropriate lifting techniques to be used and mechanical plant to be used for heavy items	Start of contract	Low
	Confined spaces Unavoidable entry into drainage systems/basements	N/A	N/A	N/A	N/A	N/A
	Fire / explosion	Fire officers contractors personnel supervising personnel	Low	Hot permit to work good house keeping fire extinguishers to be kept on site	Start of contract	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Harm from potentially hazardous products, including dusts, fumes and vapours	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Appropriate personnel protection to be used i.e. masks goggles barrier creams. Assessment of any exhaust vapours from high level chimney to be assessed. COSHH data to be available for all materials / products used.	Start of contract	Low
	Bacteriological Biological Chemical contamination	N/A	N/A	N/A	N/A	N/A
Mechanical handling Transportation systems - lifts - hoists - escalators - conveyors	Access	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	High	Segregation of work area with appropriate barriers. Isolated power supplies to be locked off with appropriate notices	Start of contract	Low
	Heavy lifting	Contractors personnel	High	Appropriate lifting techniques to be used and mechanical plant to be used for heavy items by competent workers.	Start of contract	Low
	Manual handling / musculo-skeletal injuries	Contractors personnel	Low	Appropriate lifting techniques to be used and mechanical plant to be used for heavy items	Start of contract	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Contact with moving plant	Contractors personnel	High	Lift car - Safe system of works to be adopted as per RAMS. Car controls to be isolated when working in lift shaft.	Start of contract	Low
Other						



HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

Table 5 - Future Maintenance, Cleaning, Repair, Alteration & Dismantling

Client:	Premises Services - Shropshire Council		HAZRA Rev. No:	1	Date:	Nov 2015
Project:	Lift maintenance contract		Revised by:	[REDACTED]	Copied to:	
Project Ref:	IMC188					
Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
End-use: Cleaning Maintenance Repair Alteration Refurbishment Dismantling	Falls from height Harm from falling debris	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Implementation of a safe system of works as per the RAMS. Lift shaft openings to be barriered off.	Start of contract	Low
N.B. Make reference to SiD notes:	Falls through fragile materials	Contractors personal	Medium	Fragile roof car tops. Ensure adequate protection is applied.	Start of contract	Low
1002 H10.001 & 2 H20.001 T10.002 T20.008 & 9 T20.010 (n.y.a) T20.012 T20.015 T30.001	Live services - Overhead or internal/underground Electrocution/asphyxiation/etc. Fire/explosion	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Detailed survey to be conducted with RAMS updated to reflect necessary control measures.	Start of contract	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Contact with moving vehicles or plant	Contractors personal	High	Lift car whilst working in lift shaft - Ensure safe system of works with lift car control isolation, identify location of emergency stops.	Start of contract	Low
	Heavy lifting	N/A	N/A	N/A	N/A	Medium
	Manual handling / musculo-skeletal injuries	Maintenance contractors	Low	Appropriate lifting techniques to be used and mechanical plant to be used for heavy items	Start of contract	Low
	Harm from potentially hazardous products, including dusts, fumes and vapours	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Appropriate personnel protection to be used i.e. masks goggles barrier creams. Assessment of any exhaust vapours from high level chimney to be assessed. COSHH data to be available for all materials / products used.	Start of contract	Low
	Harm from asbestos-based materials remaining	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Medium	Contractor to read and sign the on site register on each and every visit.	Start of contract	Low