

RMC 087(1) - Water Systems Monitoring & Inspection

EUROPEAN UNION

Publication of Supplement to the Official Journal of the European Union

2, rue Mercier, L-2985 Luxembourg Fax (352) 29 29-42670

E-mail: ojs@publications.europa.eu Info & on-line forms: <http://simap.europa.eu>**CONTRACT NOTICE****SECTION I: CONTRACTING AUTHORITY****I.1) NAME, ADDRESSES AND CONTACT POINT(S)****Official name:** [Shropshire Council](#)**Postal address:** [Shirehall, Abbey Foregate](#)Town: [SHREWSBURY](#)Postal code: [SY2 6ND](#)Country: [United Kingdom](#)**Contact point(s):**Telephone: [01743 252993](#)For the attention of: [Nigel Denton, Head of Procurement](#)Email: procurement@shropshire.gov.ukFax: [01743 255901](#)**Internet address(es) (if applicable)**General address of the contracting authority (URL): www.Shropshire.gov.uk

Address of the buyer profile (URL):

Further information can be obtained at:

- As in above-mentioned contact point(s)
 Other: please complete Annex A.I

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at:

- As in above-mentioned contact point(s)
 Other: please complete Annex A.II

Tenders or requests to participate must be sent to:

- As in above-mentioned contact point(s)
 Other: please complete Annex A.III

RMC 087(1) - Water Systems Monitoring & Inspection

I.2) TYPE OF THE CONTRACTING AUTHORITY AND MAIN ACTIVITY OR ACTIVITIES

- | | |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <input type="radio"/> Ministry or any other national or federal authority, including their regional or local sub-divisions | <input checked="" type="radio"/> General public services |
| <input type="radio"/> National or federal agency/office | <input type="radio"/> Defence |
| <input checked="" type="radio"/> Regional or local authority | <input type="radio"/> Public order and safety |
| <input type="radio"/> Regional or local agency/office | <input type="radio"/> Environment |
| <input type="radio"/> Body governed by public law | <input type="radio"/> Economic and financial affairs |
| <input type="radio"/> European institution/agency or international organisation | <input type="radio"/> Health |
| <input type="radio"/> Other (<i>please specify</i>): | <input type="radio"/> Housing and community amenities |
| | <input type="radio"/> Social protection |
| | <input type="radio"/> Recreation, culture and religion |
| | <input type="radio"/> Education |
| | <input type="radio"/> Other (<i>please specify</i>): |

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

- yes no

RMC 087(1) - Water Systems Monitoring & Inspection

SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

II.1.1) Title attributed to the contract by the contracting authority

RMC 087(1) - Water Systems Monitoring & Inspection

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

(Choose one category only - works, supplies or services - which corresponds most to the specific object of your contract or purchase(s))

<input type="radio"/> (a) Works <input type="radio"/> Execution <input type="radio"/> Design and execution <input type="radio"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities	<input type="radio"/> (b) Supplies <input type="radio"/> Purchase <input type="radio"/> Lease <input type="radio"/> Rental <input type="radio"/> Hire purchase <input type="radio"/> A combination of these	<input checked="" type="radio"/> (c) Services Service category No 12 <i>(For service categories 1-27, please see Annex II of Directive 2004/18/EC)</i>
Main site or location of works	Main place of delivery	Main place of performance Shropshire NUTS code UKG22

II.1.3) The notice involves

- A public contract
- The establishment of a framework agreement
- The setting up of a dynamic purchasing system (DPS)

II.1.4) Information on framework agreement (if applicable)

<input type="radio"/> Framework agreement with several operators Number <i>OR, if applicable, maximum number of participants to the framework agreement envisaged</i>	<input type="radio"/> Framework agreement with a single operator
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------

Duration of the framework agreement:

Duration in year(s): _____ or month(s): _____

Justification for a framework agreement, the duration of which exceeds four years:

Estimated total value of purchases for the entire duration of the framework agreement (if applicable; give figures only):	
Estimated value excluding VAT:	Currency:
OR Range: between _____ and _____	Currency:
Frequency and value of the contracts to be awarded: <i>(if known)</i> :	

RMC 087(1) - Water Systems Monitoring & Inspection

II.1.5) Short description of the contract or purchase(s)

The monitoring and inspection of the water systems is intended to demonstrate compliance with the HSE Approved Code of Practice and Guidance L8 – Legionnaires' disease, the control of legionella bacteria in water systems.

The work consists of carrying out routine monitoring and inspection of the water systems, over which the Client has day to day control, to ensure that the traditional temperature regime method employed to control the multiplication of Legionella in hot and cold water services systems, remains valid and is proving to be effective.

The objective of the contract is for the Contractor to provide a comprehensive and accurate record of the temperature regime employed to control legionella, exposure to legionella and cleanliness. The Contractor shall record compliance and non-compliance in accordance with the relevant statutory provisions, standards and industry guidance such that the Client may assess condition, minimise and manage risks and discharge its duty under the law.

The Contractor shall utilise the Client's existing electronic logbook system.

Membership with CHAS (Contractor's Health & Safety Scheme) and LCA (Legionella Control Association) or EU equivalent are essential requirements for any contractor wishing to undertake this contract.

The contract will run for an initial period of 12 months commencing on 1st April 2011 with the option to extend for up to a further 3 years.

RMC 087(1) - Water Systems Monitoring & Inspection**II.1.6) Common procurement vocabulary (CPV)**

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	71600000	

II.1.7) Contract covered by the Government Procurement Agreement (GPA)

yes no

II.1.8) Division into lots (for information about lots, use Annex B as many times as there are lots)

yes no

If yes, tenders should be submitted for (tick one box only)

- one lot only
 one or more lots
 all lots

II.1.9) Variants will be accepted

yes no

II.2) QUANTITY OR SCOPE OF THE CONTRACT**II.2.1) Total quantity or scope (including all lots and options, if applicable)**

If applicable, estimated value excluding VAT (give figures only): 1300000.00		Currency: GBP
OR Range: between	and	Currency:

II.2.2) Options (if applicable)

yes no

If yes, description of these options:

If known, provisional timetable for recourse to these options:		
in months:	or days:	(from the award of the contract)
Number of possible renewals (if any):		or Range: between and
If known, in the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:		
in months:	or days:	(from the award of the contract)

II.3) DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION

Duration in months:	or days:	(from the award of the contract)
OR Starting	01/04/2011 (dd/mm/yyyy)	
Completion	31/03/2015 (dd/mm/yyyy)	

RMC 087(1) - Water Systems Monitoring & Inspection

SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO THE CONTRACT

III.1.1) Deposits and guarantees required (if applicable)

[See Tender documents](#)

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

[See Tender documents](#)

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

[See Tender documents](#)

III.1.4) Other particular conditions to which the performance of the contract is subject (if applicable)

yes no

If **yes**, description of particular conditions

III.2) CONDITIONS FOR PARTICIPATION

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

Information and formalities necessary for evaluating if requirements are met:

[Enterprises wishing to be considered for inclusion in the tender process must first complete and return a Request to Participate Questionnaire by the date in para 1V 3.3. The questionnaire can be obtained on request by writing or emailing to Nigel Denton, Head of Procurement, Shropshire Council at the address shown in para 1.1 quoting reference RMC 087\(1\). The information in the questionnaire shall form the basis for the selection of suppliers to be invited to tender. Depending on the level of response, the contracting authority reserves the right to undertake subsequent stages of selection prior to the issue of a formal invitation to tender.](#)

III.2.2) Economic and financial capacity

Information and formalities necessary for evaluating if requirements are met:

[See 111.2.1 above](#)

Minimum level(s) of standards possibly required (if applicable):

III.2.3) Technical capacity

Information and formalities necessary for evaluating if requirements are met:

[See 111.2.1 above](#)

Minimum level(s) of standards possibly required (if applicable):

III.2.4) Reserved contracts (if applicable)

yes no

The contract is restricted to sheltered workshops

The execution of the contract is restricted to the framework of sheltered employment programmes

RMC 087(1) - Water Systems Monitoring & Inspection

III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS**III.3.1) Execution of the service is reserved to a particular profession**

yes no

If yes,reference to the relevant law, regulation or administrative provision:

III.3.2) Legal entities should indicate the names and professional qualifications of the staff responsible for the execution of the service

yes no

RMC 087(1) - Water Systems Monitoring & Inspection

SECTION IV: PROCEDURE

IV.1) TYPE OF PROCEDURE

IV.1.1) Type of procedure

<input type="radio"/> Open	
<input checked="" type="radio"/> Restricted	
<input type="radio"/> Accelerated restricted	Justification for the choice of accelerated procedure:
<input type="radio"/> Negotiated	Candidates have already been selected <input type="radio"/> yes <input type="radio"/> no If yes, provide names and addresses of economic operators already selected under Section VI.3) <i>Additional information</i>
<input type="radio"/> Accelerated negotiated	Justification for the choice of accelerated procedure:
<input type="radio"/> Competitive dialogue	

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate (*restricted and negotiated procedures, competitive dialogue*)

Envisaged number of operators
OR Envisaged minimum number 5 and , if applicable, maximum number 8
Objective criteria for choosing the limited number of candidates: Information within completed Request to Participate Questionnaires received by the deadline will be evaluated and the highest scoring applicants who meet our minimum requirements will be invited to tender.

IV.1.3) Reduction of the number of operators during the negotiation or dialogue (*negotiated procedure, competitive dialogue*)

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

yes no

RMC 087(1) - Water Systems Monitoring & Inspection**IV.2) AWARD CRITERIA****IV.2.1) Award criteria** (please tick the relevant box(es))

Lowest price

OR

The most economically advantageous tender in terms of

the criteria stated below (the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)

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

Criteria	Weighting	Criteria	Weighting
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

IV.2.2) An electronic auction will be used

yes no

If yes, additional information about electronic auction (if appropriate)

IV.3) ADMINISTRATIVE INFORMATION**IV.3.1) File reference number attributed by the contracting authority** (if applicable)

RMC087(1)

IV.3.2) Previous publication(s) concerning the same contract

yes no

If yes,

<input type="radio"/> Prior information notice	<input type="radio"/> Notice on a buyer profile
Notice number in OJ:	of (dd/mm/yyyy)
<input type="radio"/> Other previous publications (if applicable)	

IV.3.3) Conditions for obtaining specifications and additional documents (except for a DPS) or descriptive document (in the case of a competitive dialogue)

Time limit for receipt of requests for documents or for accessing documents	
Date: 04/11/2010 (dd/mm/yyyy)	Time:
Payable documents	
<input type="radio"/> yes <input checked="" type="radio"/> no	
If yes, price (give figures only):	Currency:
Terms and method of payment:	

RMC 087(1) - Water Systems Monitoring & Inspection

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

Date: 05/11/2010 (dd/mm/yyyy) Time: 12:00

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates (if known) (in the case of restricted and negotiated procedures, and competitive dialogue)

Date: 22/11/2010 (dd/mm/yyyy)

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

ES CS DA DE ET EL EN FR IT LV LT HU MT NL PL PT SK SL FI SV

Other:

IV.3.7) Minimum time frame during which the tenderer must maintain the tender (open procedure)

Until: (dd/mm/yyyy)

OR Duration in month(s):

OR days: (from the date stated for receipt of tender)

IV.3.8) Conditions for opening tenders

Date: (dd/mm/yyyy) Time:

Place (if applicable):

Persons authorised to be present at the opening of tenders (if applicable)

yes no

RMC 087(1) - Water Systems Monitoring & Inspection

SECTION VI: COMPLEMENTARY INFORMATION

VI.1) THIS IS A RECURRENT PROCUREMENT *(if applicable)*

yes no

If **yes**, estimated timing for further notices to be published: **4 years**

VI.2) CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY EU FUNDS

yes no

If **yes**, reference to project(s) and/or programme(s):

VI.3) ADDITIONAL INFORMATION *(if applicable)*

Conforming tenders to be submitted. Thereafter, variants may be offered but the contracting authority does not bind itself to accept any variants.

Enterprises invited to submit a tender should not assume that their selection implies any recognition or acceptance of their suitability to undertake the contract.

Closing date for receipt of tenders is 12 noon, 14 January 2011.

VI.4) PROCEDURES FOR APPEAL

VI.4.1) Body responsible for appeal procedures

Official name: [See V1.4.2 below](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

VI.4.2) Lodging of appeals *(please fill heading VI.4.2 OR if need be, heading VI.4.3)*

Precise information on deadline(s) for lodging appeals:

Shropshire Council will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Applicants have 2 working days from the notification of the award decision to request additional debriefing and that information has to be provided a minimum of 3 working days before the expiry of the standstill period. Such additional information should be requested from the contact in Section 1.1.

If an appeal regarding the award of a contract has not been successfully resolved the Public Contracts Regulations 2006 (S1 2006 No 5) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England and Wales).

RMC 087(1) - Water Systems Monitoring & Inspection

VI.4.3) Service from which information about the lodging of appeals may be obtainedOfficial name: [See V1.4.2 above](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

VI.5) DATE OF DISPATCH OF THIS NOTICE:[01/10/2010 \(dd/mm/yyyy\)](#)

RMC 087(1) - Water Systems Monitoring & Inspection

ANNEX A

ADDITIONAL ADDRESSES AND CONTACT POINTS

I) ADDRESSES AND CONTACT POINTS FROM WHICH FURTHER INFORMATION CAN BE OBTAINED

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

II) ADDRESSES AND CONTACT POINTS FROM WHICH SPECIFICATIONS AND ADDITIONAL DOCUMENTS (INCLUDING DOCUMENTS FOR COMPETITIVE DIALOGUE AS WELL AS A DYNAMIC PURCHASING SYSTEM) CAN BE OBTAINED

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

III) ADDRESSES AND CONTACT POINTS TO WHICH TENDERS/REQUESTS TO PARTICIPATE MUST BE SENT

Official name: [Democratic Services Manager, Shropshire Council](#)

Postal address: [Shirehall, Abbey Foregate](#)

Town: [Shrewsbury](#)

Postal code: [SY2 6ND](#)

Country: [United Kingdom](#)

Contact point(s):

Telephone: [01743 252993](#)

For the attention of: [Democratic Services Manager, Legal & Democratic Services](#)

Email:

Fax: [01743 255901](#)

Internet address (URL):

RMC 087(1) - Water Systems Monitoring & Inspection

ANNEX B (1)

INFORMATION ABOUT LOTS

LOT NO TITLE

1) SHORT DESCRIPTION

2) COMMON PROCUREMENT VOCABULARY (CPV)

3) QUANTITY OR SCOPE

<i>If applicable, estimated value excluding VAT (give figures only):</i>	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION

(if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS



Request to Participate Questionnaire

<p style="text-align: center;">RMC 087(1) Water Systems Monitoring & Inspection</p>

One hard copy and one CD copy must be returned to:

**Democratic Services Manager
Legal and Democratic Services
Shropshire Council
Shirehall
Abbey Foregate
SHREWSBURY SY2 6ND**

BY 12 NOON 5th November 2010

Name of Applicant: (please insert)	
-----------------------------------------------	--

This document consists of 21 pages and must be completed in its entirety.

Please read pages 2, 3 & 4 carefully before completing this document.

Shropshire Council Request to Participate Questionnaire

Contract Description:

The monitoring and inspection of the water systems is intended to demonstrate compliance with the HSE Approved Code of Practice and Guidance L8 – Legionnaires’ disease, the control of legionella bacteria in water systems.

The work consists of carrying out routine monitoring and inspection of the water systems, over which the Client has day to day control, to ensure that the traditional temperature regime method employed to control the multiplication of Legionella in hot and cold water services systems, remains valid and is proving to be effective.

The objective of the contract is for the Contractor to provide a comprehensive and accurate record of the temperature regime employed to control legionella, exposure to legionella and cleanliness. The Contractor shall record compliance and non-compliance in accordance with the relevant statutory provisions, standards and industry guidance such that the Client may assess condition, minimise and manage risks and discharge its duty under the law.

The Contractor shall utilise the Client’s existing electronic logbook system. Membership with CHAS and LCA are essential requirements for this contract. The contract will run for an initial period of 12 months commencing on 1st April 2011 with the option to extend for up to a further 3 years.

Procurement Process

This is a two-stage tender process. This document forms the first stage and will be used to select successful applicants who will proceed to the second stage of being invited to tender. Unsuccessful applicants will be informed and may seek feedback from the Council. The following timetable is indicative and gives approximate dates for each stage of the tender process:

	Stages	Date (approximate)
1.	Invitation and Issue of Tender Documents to Successful RTP Participants	22 Nov 2010
2.	Tender return date	14 Jan 2011
3.	Contract start date	1 Apr 2011

Contents

Section	Description	Page
A	Instructions, Key Information & Evaluation	2
B	Applicant Organisation Details	5
C	Financial & Insurance Information	7
D	Claims & Contract Terminations/Deductions	9
E	Health & Safety and Equal Opportunities	10
F	Contract Specific Questions	16
G	Declaration	20
Checklist	Completion of RTP Questionnaire checklist	21

Section A: Instructions, Key Information & Evaluation

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section in the questionnaire and require further clarification, please contact: _____, Technical Support Officer 01743-253407 or _____, Senior Technical Support Engineer 01743-253408 or via email quoting the contract reference to _____ or
2. **One hard copy and one CD copy must be returned** by 12 noon on the deadline given at the front of the document. **Questionnaires returned after this time will not be considered.**
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the questionnaire is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must accompany the hard copy** of your Request to Participate Questionnaire.

Filling in the Form

The form has been designed to make it as easy as possible for applicants to complete, with questions being split into sections depending on the type of information being asked. Applicants should complete **all** of the sections in the document.

Where questions ask for a YES/NO answer you should circle your answer or delete as applicable.

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO <input checked="" type="radio"/>

All other questions require you to input text, numbers, or tick boxes. Any financial figures you give should be stated in £'s.

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journals, 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.

RTP Questionnaire Evaluation

Applicants will be evaluated on the answers they provide in the RTP Questionnaire. A shortlist of successful applicants will be subsequently invited to tender as part of the second stage of the tender process. The following marking scheme is made up of ‘pass/fail’ questions and ‘weighted marked’ questions and shows how each section of the questionnaire is to be marked.

Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked ‘For information only’ will not be assessed, however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate financial stability & insurance
Section D / Q 1 & 2	Adequate Outcome of previous contracts
Section E / Q 1 & 2	Adequate Health & Safety and Equalities Arrangements and Record
Section E/ Q 3	Evidence of Essential membership Requirement

Weighted Marked Questions

Questions within these sections will be scored using the following weightings. Each answer from the questions identified below will be given a mark between 0 and 7 with the following meanings:

- 0 - No response given
- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

The organisation receiving the highest mark for each category will receive the full % available for that category and other organisations will receive a % that reflects the difference in the marks.

Section / Question No.	Selection Criteria	Weighting / Max Marks Available
Section F / Q 1	Experience & Resources	30% / 210 max marks
Section F / Q 2	Accreditations	35% / 245 max marks
Section F / Q 3	Experience & References	35% / 245 max marks
Total		100% / 700 max marks

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Address: Postcode: Tel: Email:	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: Postcode: Tel: Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>

1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>
-----	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------

2.	Company History/Background	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO

2. Financial Details

* *Why do we need to know this?*

Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.

How the Council evaluates this information will vary given the nature of the contract to be awarded.

2.1 Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)**
 Also provide copies of your last 3 years audited accounts.
 If audited accounts are not available please provide copies of your management accounts

<u>Company</u>			Accounts Enclosed
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>	
2007/08	£.....	£.....	YES/NO
2008/09	£.....	£.....	YES/NO
2009/10	£.....	£.....	YES/NO

(If exact figures are not available please provide your best estimate of the figures required)

2.2 Please show below your company’s turnover in the provision of water systems monitoring and inspections, in the last three financial years. **(Please insert figures – do not refer to attached accounts)**

<u>Year</u>	Turnover in relation to water systems monitoring and inspections
2007/08	£.....
2008/09	£.....
2009/10	£.....

(If exact figures are not available please provide your best estimate of the figures required)

Section D: Claims & Contract Terminations/Deductions

*	<p><i>Why do we need to know this?</i></p> <p><i>The Council needs to ensure that organisations have a proven record of completing contracts in full and to a high standard, and do not have any outstanding claims against them.</i></p>
---	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 3.1 please provide further details.	

2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	

Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	YES/NO
1.2	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	YES/NO
1.3	<p>If YES to 1.2 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p>	
1.4	<p>Do you routinely carry out Risk Assessments?</p>	YES/NO
1.5	<p>If YES to 1.4 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p>	

1.6	Do you have a health and safety training programme for employees?	YES/NO
1.7	If YES to 1.6 please state what training has been given.	
1.8	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO
1.9	Does your company have a recognised health & safety management system? Please give details below:	YES/NO
1.10	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.	
	Total	
	No. of accidents reported under RIDDOR last year	
	No. of accidents reported under RIDDOR this year	
1.11	Does your company consult with employees on health and safety? If YES, please give details below.	YES/NO
1.12	Will you be using any sub contractors as part of this contract?	YES/NO

1.13	If YES to 1.12 please give details of who your sub contractors are.
1.14	If YES to 1.12 how do you ensure they are competent?
1.15	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>

2.	Equal Opportunities
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>

2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	Enclosed YES/NO
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	

2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	
2.9	Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a	

Section F: Contract Specific Questions

1.	Experience & Resources																
1.1	How many years has your company been providing water systems monitoring and inspections? <div style="text-align: right;">..... years</div>																
1.2	Total number of employees: _____																
1.3	Total number of employees engaged solely in the provision of water systems monitoring and inspections? _____																
1.4	Breakdown of employee position within company: <table style="width: 100%; margin-left: 20px;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>No. of employees</u></th> </tr> </thead> <tbody> <tr> <td>Management</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Senior Engineers</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Engineers</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Trainees</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Admin/Clerical</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Other</td> <td style="text-align: center;">.....</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">.....</td> </tr> </tbody> </table>		<u>No. of employees</u>	Management	Senior Engineers	Engineers	Trainees	Admin/Clerical	Other	Total
	<u>No. of employees</u>																
Management																
Senior Engineers																
Engineers																
Trainees																
Admin/Clerical																
Other																
Total																

2.	Accreditations			
2.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. WMS, Constructionline, SAFEcontractor, HVCA, Chemsafe.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
2.2	<p>Please state any formal Quality and Environmental Assurance systems relevant to this contract, which your company operates i.e. ISO 9001:2008 and ISO 14001:2004 or EU Equivalent.</p>			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO

3. Contract Experience and References					
3.1 Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.					
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Section G:
Shropshire Council Declaration

I understand that the responses I have given in this Request to Participate Questionnaire, together with any supporting documentation, are to be used as a basis for selection of companies to tender for this contract.

I note that Shropshire Council reserves the right to undertake supplementary stages of selection prior to inviting tenders.

I confirm that if I am awarded a contract all of the information I have provided in this Request to Participate Questionnaire together with any supporting documentation will be deemed to be part of the contract.

Signed _____

Name _____
(please print)

Designation _____

Date _____

Company _____

Address _____

Postcode _____

Tel No. _____

Fax No. _____

E-mail address _____

Website _____

Thank you for taking the time to complete this questionnaire

To ensure your application is evaluated properly you should complete all of the sections within the Request to Participate Questionnaire that are applicable to you.

Before returning the questionnaire please use the checklist below to ensure you have enclosed all of the relevant documentation.

If you are unsure about any of the questions within this questionnaire and require further clarification you should contact either Technical Support Officer 01743-253407 or Senior Technical Support Engineer 01743-253408 or via email quoting the contract reference and title to or

Checklist for completed Questionnaires

Section / Question No.	Documents	Tick if enclosed/ complete
Answers provided to ALL questions within this document		
Section C / 1.3	Copy of Insurance certificates enclosed	
Section E / 1.1	Copy of health & safety policy document enclosed (if you have 5 or more employees)	
Section E / 1.3	Copy of health & safety accreditation certificates enclosed	
Section E / 3.1	Copy of CHAS accreditation enclosed	
Section E / 3.3	Copy of LCA membership enclosed	
Section E / 2.7	Equal opportunities & diversity literature enclosed	
Section F / 2.1	Copies of any relevant professional or trade accreditation certificates enclosed	
Section F / 2.2	Copies of any formal quality assurance systems certificates enclosed	
Section G	Declaration duly signed	
One hard copy and one CD copy of this questionnaire enclosed		

Please return copies of the completed RTP Questionnaire using the return label provided by the deadline of 12 noon on 5 Nov 2010.

Please note any questionnaires returned after the deadline will not be considered.



Tel: (01743) 252993

Fax: (01743) 255901

RMC 087(1)

Please ask for:

Email: procurement@shropshire.gov.uk

Dear Sirs

**RMC 087(1) - WATER SYSTEMS MONITORING & INSPECTION
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers and Special Terms and Conditions
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Specification
5. Quotation Sheet
6. Health Identification and Risk Assessment (HAZRA)
7. Return Label

Tenders should be made on the enclosed Tender Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. 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 14th January 2011**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

- Tenders are received by facsimile or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

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 1st October 2010 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.

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

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

Yours faithfully

Head of Procurement
Enc



RMC 087 (1)

PARTICULAR SPECIFICATION

**WATER SYSTEMS
MONITORING & INSPECTION**

**Prepared by:
Shropshire Council
Property Services
October 2010**

PART 2 - PARTICULAR SPECIFICATION WATER SYSTEMS MONITORING & INSPECTION

CONTENTS

1.0	General Conditions	Page 3
2.0	Scope of Specification	Page 6
3.0	General Requirements	Page 7
4.0	Monitoring & Inspection	Page 10
5.0	Electronic Log Book	Page 11

PARTICULAR SPECIFICATION

WATER SYSTEMS MONITORING & INSPECTION

1.0 GENERAL CONDITIONS

1.1 SCOPE OF WORK

The work consists of carrying out routine monitoring and inspection of the water systems, over which the Client has day to day control, to ensure that the traditional temperature regime method employed to control the multiplication of Legionella in hot and cold water services systems, remains valid and is proving to be effective.

1.2 DURATION OF CONTRACT

In the first instance competitive fixed price tenders are being invited to the period 1st April 2011 – 31st March 2012, thereafter the contract may be extended annually for a further three years subject to satisfactory performance during the contract year and the submission of a mutually agreed adjustment of the tender sum for the ensuing 12 months.

1.3 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.

1.4 IMPORTANT NOTES

- Contractors shall be responsible for visiting the site(s) to take all their own measurements, site surveys, necessary particulars and should make arrangements with the establishment for gaining access to the relevant areas.
- 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 or shall be made good at the Contractor's own expense to the satisfaction of Shropshire Council.
- 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 Shropshire Council.
- 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.
- 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.

1.5 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 Supervising Officer, at any time while the operative is on site.

1.6 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.

1.7 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 1995
- 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 2006
- Construction and Design Management Regulations 2007

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

1.8 RISK ASSESSMENT

The Contractor shall carry out a detailed and recorded “Risk Assessment” 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.

1.9 METHOD STATEMENT

Contractors are reminded that for certain hazardous operations, they will have to prepare a method statement for the work. It is anticipated that such statements will include, where applicable ‘the sequence and method of work’.

The Council will always require a method statement for the following types of work:-

- a) demolition
- b) steel erection
- c) entry into confined spaces
- d) handling and removal of asbestos
- e) use of explosives (including cartridge tools)
- f) roof works and other overhead work
- g) contaminated sites or buildings
- h) other high risk activities may also require a Permit to Work

In many instances method statements can form the control measures required by risk assessment and the document can be accepted as such.

1.10 INFORMATION TO BE SUBMITTED WITH THE TENDER

The Contractor’s tender should include the following information:-

- a generic risk assessment for tasks to be completed
- a method statement for the work to be undertaken
- address details of the office used as the base for any mileage payments
- a sample of a ‘Non Compliance (Temperature)’ Report
- a sample of a Risk Assessment for a cold water storage tank inspection
- a sample of a ‘Cold Water Storage Tank Inspection’ Report
- experience details for each member of staff, including sub-contractors, involved in the contract

1.11 INDEPENDENT SAFEGUARDING AUTHORITY – ISA

When the ISA (Independent Safeguarding Authority) is fully operational the Contractor must ensure that all members of staff are registered through the ISA. Written confirmation must be supplied to the Contract Administrator.

2.0 SCOPE OF SPECIFICATION

This part of the specification provides the basis for a 'water systems monitoring and inspection' contract between the Client and the Contractor.

The objective of the contract is for the Contractor to provide a comprehensive and accurate record of the temperature regime employed to control legionella, exposure to legionella and cleanliness. The Contractor shall record compliance and non-compliance in accordance with the relevant statutory provisions, standards and industry guidance such that the Client may assess condition, minimise and manage risks and discharge its duty under the law.

The Contractor shall utilise the Client's existing electronic logbook system.

The monitoring and inspection of the water systems is intended to demonstrate compliance with:

1. **HSE Approved Code of Practice L8 (rev)** The control of legionella bacteria in water systems
2. **BS 6700:2006+A1:2009** Specification for Design, installation, testing and maintenance of services supplying water for domestic use within buildings and their curtilages
3. **The Control of Substances Hazardous to Health Regulations 1999**
4. **The Water Supply (Water Fittings) Regulations 1999**, Statutory Instrument
5. **CIBSE TM13:2002** Minimising the risk of legionnaires' disease
6. **The Health and Safety at Work etc. Act 1974**
7. **The Workplace (Health, Safety and Welfare) Regulations 1992**

'Client' refers to Shropshire Council's Technical Support Manager.

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

'ACOP' refers to the Approved Code of Practice L8 (rev) The control of legionella bacteria in water systems.

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

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.

3.0 GENERAL REQUIREMENTS

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 monitoring and inspection. 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.

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 Client has included in the tender documents a schedule giving details of locations and floor areas.

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 Client in overtime payments to their own or the Contractor's staff.

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

ACCESS

The Contractor shall make access arrangements 48 hours in advance with the Head or Manager of each property, giving notification that access to the full area of the property is required and that all the hot water heaters must be switched on prior to and during the monitoring and inspection. It is the Contractor's responsibility to supply all access equipment, including ladders and mobile units, then gain access to all tanks and plant by arrangement with the Property.

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 month's notice in writing and shall be effected without penalty to the Client. The floor area given may also alter due to building or demolitions.

COSTS

The cost of providing the monitoring and inspection shall be on a cost per property 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, Shropshire Council reserves the right to negotiate with the Contractor any proposed annual increase in rates if in its opinion they are not justified.

DELEGATION

The Contractor shall not delegate performance of the whole or any part of this contract to any person or company unless he has 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.

PAYMENT

Payment of invoices will be made in arrears following the submission of the invoice with the monthly monitoring and inspection reports. Invoices must clearly state the relevant property name, number and amount.

TRANSPORT

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

RECALLS

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

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 253407.

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.

HOUSING LANDLORD SERVICES

The following sites are domestic properties having shared access and as such the water services in the communal areas require Monitoring and Inspection. The Contractor shall provide a cost for the Monitoring and Inspection on the Form of Tender, but the administration of these properties will be carried out by the Housing Landlord Services team, who will require separate reporting and invoicing.

Personal Information

BRIDGNORTH

-
-
-
-
-
-
-
-
-

OSWESTRY

-

4.0 MONITORING & INSPECTION

The water services monitoring and inspection shall be carried out according to the provisions of the ACOP. The following works shall be performed in each premise:-

SERVICE	TASK	FREQUENCY
Hot water services	Check temperatures in flow and return at calorifiers	Monthly
	Check water temperature up to one minute to see if it has reached 50 °C in the sentinel taps	Monthly
	Check representative taps for temperature as above on a rotational basis	Annually
	Take samples from hot water calorifiers, in order to check for debris and note condition of drain water	Annually
	Adjust water temperature set points, where readily accessible, to store water at 60 °C in central calorifiers and to store water at 50 °C in local water heaters	Monthly
Cold water services	Check that temperature is below 20 °C after running the water for up to two minutes in the sentinel taps	Monthly
	Check tank water temperature remote from ball valve and mains temperature at ball valve	Six monthly
	Visually inspect cold water storage tanks for cleanliness and use, checking the condition of the inside of the tank and the water within it. Provide quotation to clean & chlorinate the tank, supported by photographs, where necessary	Annually
	Visually inspect cold water storage tank checking lid, vent, insect screen and insulation	Annually
	Check representative taps for temperature as above on a rotational basis	Annually
Shower heads	Visually inspect shower heads and hoses for cleanliness, scale build up and use. Where necessary dismantle, clean and descale shower heads and hoses – issue certificate	Quarterly or as necessary
Little-used outlets	Flush through and purge to drain, or purge to drain immediately before use, without release of aerosols, until the temperature stabilises	Monthly
Site Log book	Update records, insert new water services Risk Assessments when provided by the Client	Monthly
Site Log book	Insert Remedial Action Sheets and Responsibility Register when provided by the Client	Monthly
Site Log book	Provide a water systems Logbook to each new site and where the existing Logbook needs archiving. (The type and format of new Logbooks are to match the existing).	As necessary

The Contractor shall refer to the site water systems Risk Assessment and schematic diagram to identify and locate items of plant such as sentinel taps, calorifiers, local water heaters, cold water storage tanks, showers and little-used outlets. The Risk Assessment is held at each site in the Water Systems Logbook.

The Contractor shall record and report compliance, non-compliance and cleanliness in accordance with the ACOP, other relevant statutory provisions, standards and industry guidance such that the Client may assess condition, minimise and manage risks and discharge its duty under the law.

5.0 ELECTRONIC LOGBOOK

5.1 Existing Logbook

The Client uses a Legionellosis Management & Control Data Collection and Defect Management electronic logbook.

The TM **Compass** software system is supplied under licence by HYDROP ECS, to manage the data collection and defect management of the Legionellosis Management & Control Monitoring Programme, including temperature monitoring and inspection tasks.

To ensure continuity of monitoring and consistency of record keeping the Contractor shall use TM **Compass** to complete all required Legionellosis Management & Control Programme in the appropriate timeframe. The use of the TM **Compass** software system shall be provided to the successful contractor, to use under licence, free of charge.

The successful contractor shall provide and use suitable handheld computer units capable of running Windows Mobile 5 or higher onto which the TM **Compass** software system will be loaded by HYDROP ECS.

The Contractor shall ensure that operatives assigned to complete the Legionella tasks using the TM **Compass** software system are appropriately and suitably trained in the use of the TM **Compass** software system.

The basic features of the TM **Compass** software system include:

Scheduled Test Programs

- Clear display of PPM Programme scheduled test programs – plant and site specific
- Scheduled items status - not started, started, completed, not completed, rescheduled
- Responsibility for work - client, service provider, both
- Separate frequency for each day - daily, weekly, monthly, quarterly, annual
- Prioritisation of outstanding works relative to manpower/resource availability
- Manpower time allocation and holiday planning pertaining to the PPM Programme
- Job specifications and instructions
- Manual printing of all tasks completed when necessary

Paperless PDA inspection and monitoring task completion

- Automatic uploading of all pending tasks – operator, date, site and plant specific
- Operator specific Task instructions and paperless form completion using handheld PDAs
- On-the-job help and instructions for the operator
- Automatic real-time downloading of all collected task data to central processing terminal
- Paperless communication between the various users
- On-line, task and process, training for all users

Non-Conformities Defect-Log

- Automatic, real-time generated and Risk Prioritised Defect-Log
- Accurate and “Fault-specific” Comments and Recommendations
- Fault “Date Management” Status
- Automatic Fault Rectification responses
- Automatic “Remedial Works” Planning and Scheduling
- Automatically, real-time, generated Non-Conformities from inspection parameters

Personal Information

- Automatically, real-time, generated and managed display of all Non-Conformities, date, site, task, plant specific
- Automatically generated Prioritised Recommended Actions
- Non-Conformities Remedial Action Instructions and Authorisation
- Report on screen or print all Non-Conformity details, date, site, task, plant specific
- Automatically, real-time, generated emails for Non-Conformities and general communication between users
- Automatically, real-time, generated Audit reports for the Status of Legionellosis Management & Control across the Buildings

Further information on the TM**Compass** software system can be obtained from

IT Manager
HYDROP E.C.S
Wrens Court
55 Lower Queen Street
Sutton Coldfield
West Midlands
B72 1RT

Tel: 0121 354 2030
Fax: 0121 354 8030
Mob: 07824 813 704

<http://www.hydrop.com/>

5.2 Technology Forge Asset Management System

The Client uses the Technology Forge (TF) computer based facilities and asset management system. At present the Client does not utilise the TF 'Legionella Module', instead using the TM**Compass** software as described in para 5.1. It is possible that during the 4 year contract period the Client will purchase the TF Legionella Module and then work with the Contractor and TF to move the water monitoring data and non-conformances recording onto that system.



INSTRUCTIONS TO TENDERERS AND SPECIAL TERMS AND CONDITIONS

**RMC 087(1) -
Water Systems Monitoring &
Inspection**

Shropshire Council Instructions to Tenderers and Special Terms and Conditions

Contract Description:

The objective of the contract is for the Contractor to provide a comprehensive and accurate record of the temperature regime employed to control legionella, exposure to legionella and cleanliness. The Contractor shall record compliance and non-compliance in accordance with the relevant statutory provisions, standards and industry guidance such that the Client may assess condition, minimise and manage risks and discharge its duty under the law.

The Contractor shall utilise the Client's existing electronic logbook system. Membership with CHAS and LCA are essential requirements for this contract. The contract will run for an initial period of 12 months commencing on 1st April 2011 with the option to extend for up to a further 3 years.

Tenders must be submitted in accordance with the following conditions and instructions to tender. Any tenders not complying with these instructions in any aspect risk being rejected by Shropshire Council whose decision in this matter shall be final.

Index

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	2
2.0	Terms and Conditions	2
3.0	Preparation of Tenders	2
3.1	Completing the tender response document	2
3.2	Tender Preparation and cost	2
3.3	Requirements	2
3.4	Parent Company Guarantee	3
3.5	Warranty	3
3.6	Tender Submission	3
3.7	Queries	4
4.0	Confidentiality and Freedom of Information	4
5.0	Non-Canvassing	5
6.0	Collusive Tendering	5
7.0	E-Procurement	5
8.0	Award of Contract	5
8.1	Award Criteria	5
8.2	Award Notice	6
8.3	Value of Contract	6
8.4	Acceptance	6
9.0	Payment Terms	6
10.0	Declaration	7

1.0 Invitation to Tender

You are invited to tender for Water System Monitoring and Inspection as detailed in the Tender Response Document. The contract will be for an initial period of 12 months commencing on the 1st April 2011 with the option to extend up to the 31st March 2015.

Tenders are to be submitted in accordance with the General Terms and Conditions and the instructions outlined within this document.

2.0 Terms and Conditions

Every Tender received by Shropshire Council ('the Council') shall be deemed to have been made subject to the General Terms and Conditions and the Special Terms and Conditions contained in these Instructions to Tender unless the Council shall previously have expressly agreed in writing to the contrary.

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

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.

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.

3.2 Tender Preparation and Costs

Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their tenders.

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

3.3 Requirements

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.

The Tenderer shall be deemed to have a thorough knowledge of the requirement by inspecting and taking due account of the specification, and by satisfying him/herself as to the accuracy of the data included before his Tender is submitted. The Tender should include sums to cover all liabilities in these respects.

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.

3.4 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.

3.5 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.

3.6 Tender Submission

Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 14 January 2011. One hard copy and one CD copy of your Tender Response Document must be returned**

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.

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.

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.

3.7 Queries

Any queries arising in relation to this invitation to tender should be raised with [redacted], Assistant Procurement Officer, Resources Directorate, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252337) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.

All queries should be raised as soon as possible (in writing), in any event not later than **12th January 2011**.

4.0 Confidentiality and Freedom of Information

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.

The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

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.

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.

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.

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.

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.

5.0 Non-Canvassing

Any Tenderer who 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 shall be disqualified. The Canvassing Certificate must be completed and returned as instructed.

6.0 Collusive Tendering

Any Tenderer who:

- (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; or

Shall (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) be disqualified. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

7.0 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.

8.0 Award of Contract

8.1 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.

8.2 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.

8.3 **Value of Contract**

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

8.4 **Acceptance**

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.

The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being **1st April 2011**.

9.0 **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.

10. Declaration

We, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself 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



HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

Table 1 - Site Wide Elements

Client:	Technical Support Manager	HAZRA Rev. No.:		Date:	Jul-10
Project:	Water Systems Monitoring & Inspection	Revised by:		Copied to:	
Tender No.:	RMC 087 (1)				

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, contractors personnel, supervising personnel, staff and pupils.	Medium	Operatives to follow pavements, designated walkways and crossings. Appropriate signage to be followed.	Start of contract	Low
	Heavy lifting (site establishment)	N/A	N/A	N/A	N/A	N/A
	Unauthorised access onto site	General public ,supervising personnel, staff and pupils	Low	Boiler-room & plantrooms to be locked when possible during working periods. Appropriate signage to be displayed.	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	General public, supervising personnel, staff and pupils.	Low	Operatives to be aware of other trades working in the vicinity. Operatives to follow instruction from the site manager. Appropriate signage to be followed.	Start of contract	Low
	Restricted access Obstructions Sensitive routes	Pupils and members of staff, general public	Low	Operatives are not allowed to any other areas of the school other than the boiler-room and tankroom or areas as agreed with the site manager. Appropriate signage to be displayed.	Start of contract	Low
	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	N/A	N/A	N/A	N/A	N/A
	Fire or other emergency Access for emergency services Existing emergency routes	General public, contractors personnel, supervising personnel, staff and pupils.	Low	Emergency routes and exits to be kept clear at all times. Appropriate signage to be displayed and followed.	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	Contractors personnel & supervising personnel	Medium	Scaffold tower and access platform to be provided as required. Operatives to refer to the existing Water Risk Assessment.	Start of contract	Low
	Falls through fragile materials	Contractors personnel & supervising personnel	Medium	Safe route to work area to be selected.	Low	N/A
	Manual handling / musculo-skeletal injuries	N/A	N/A	N/A	N/A	N/A
	Entry into confined spaces (including excavations)	Contractors personnel & supervising personnel	Medium	Safe route to work area to be selected. Permit to enter system to be used.	Low	N/A
	Fire / emergency evacuation from difficult areas e.g. working platform, confined spaces	Contractors personnel & supervising personnel	Medium	Safe route to work area to be selected. Safe system of work to be utilised and followed.	Low	N/A

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Materials Substances Components Adequate welfare	Manual handling / musculo-skeletal injuries	N/A	N/A	N/A	N/A	N/A
	Harm from commonplace construction materials. substances e.g. cement-based substances, sands, mineral oils	Contractors personnel	Low	Appropriate personnel protection to be used i.e. gloves/ barrier creams	Start of contract	Low
	Harm from specific products	Contractors personnel	Low	Appropriate personnel protection to be used as recommended by manufactures & COSHH data sheets	Start of contract	Low
	Harm from asbestos-based materials	Contractors personnel & supervising personnel	Low	Contractor to refer to the on site Asbestos Register.	Start of contract	Low
Cutting / welding / hot work	Respiratory harm - fume, dust, radiation Eye and skin damage	N/A	N/A	N/A	N/A	N/A

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Fire / explosion	N/A	N/A	N/A	N/A	N/A
Other						



HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

Table 2 - Demolition and Earthworks

Client: _____
 Project: _____
 Tender No. _____

HAZRA Rev. No: _____
 Revised by: _____

Date: _____
 Copied to: _____

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Demolition Dismantling Stripping out Renovation - <i>dangerous structures</i> - <i>façade retention</i> - <i>pre-stressed concrete</i> - <i>post-tensioned concrete</i> - <i>reinforced concrete frames</i> - <i>large pre-cast panels</i> - <i>steel frames</i> - <i>asbestos</i> - <i>mineral fibres</i>	Live services - internal/underground Electrocutation/asphyxiation/etc Fire/explosion					
	Uncontrolled collapse of structure/s or elements					
N.B. Make reference to SiD notes: 1002 H10.001 & 20.001 T10.001 (n.y.a) T10.002 T20.007 (n.y.a) T20.010 (n.y.a) T20.012 & 15 T30.001	Heavy lifting					

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Contact with moving plant					
	Falls from height					
	Hazardous materials /substances Harm from dusts, fibres, etc - particularly lead & asbestos					
	Harm from falling debris/projectiles					
	Noise / vibration Harm to site personnel Nuisance/harm to public & environment					

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Fire / explosion Previous structure use Hazardous elements remaining					
	Manual handling / musculo-skeletal injuries					
Cutting Welding Hot works	Respiratory harm - fume, dust, radiation Eye and skin damage Fire/explosion					
Earth works Ground works External works - earthmoving - foundations - piling - basements - retaining walls - underpinning - trenches - sewers - below ground drainage - below ground services - below ground tanks - below ground chambers - landscaping	Ground contamination Leaching gases Fire/explosion					
	Contact with moving plant					

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Live services - internal/underground Electrocution/ asphyxiation/etc Fire/explosion					
	Ground conditions Instability of adjacent structures Instability of excavations					
	Confined spaces Unavoidable entry into deep trenches/drainage/ sewers/basements					
	Flooding / ground water Risk to personnel below ground level					
	Manual handling / musculo-skeletal injuries					

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Noise / vibration Harm to site personnel Nuisance/harm to public & environment					
Other						



HAZARD IDENTIFICATION & RISK ASSESSMENT

Table 3 - Structure, Cladding, Finishes

Client _____ HAZRA Rev. No _____ Date _____
 Project _____ Revised by _____ Copied to _____
 Tender No. _____

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Erecting/Constructing structures - steelwork - insitu reinforced concrete - pre-cast reinforced concrete - timber - masonry - brickwork - blockwork - roof structures - stairs	Ground conditions Instability of adjacent structures Instability of excavations					
	Collapse: Temporary instability Construction loadings					
N.B. Make reference to SID notes	Heavy lifting					

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
1002 H10.001 H20.001 & 2 T10-002 to 5 T20.001 to 6 T20.007 (n.y.a) T20.008 & 9 T20.010 (n.y.a) T20.012 T20.015	Falls from height					
	Falls through fragile materials					
	Falling objects					
	Foundation Underpinning Piling					
	Manual handling / musculo-skeletal injuries					

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Fire or other emergency Evacuation routes Access for emergency services Existing emergency routes					
Cladding & Glazing - flat roofwork - pitched roofwork - masonry - brickwork - panels - windows - patent glazing - sheeting - tiling †	Collapse: Temporary instability Construction loadings					
	Falls from height					
	Falls through fragile materials					
	Falling objects					

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Contact with moving plant					
	Manual handling / musculo-skeletal injuries					
	Fire or other emergency Evacuation routes Access for emergency services Existing emergency routes					
Finishes - coatings - paints - sealants - adhesives - wood/woodbased materials - synthetic materials	Harm from potentially hazardous products, including dusts, fumes and vapours					
	Falls from height					

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Entry into confined spaces (including excavations)					
	Noise / vibration Harm to site personnel Nuisance/harm to public & environment					
	Fire / explosion					
Other						

HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

Table 4 - Engineering Services and Systems

Client	Technical Support Manager	HAZRA Rev. No		Date	Jul-10
Project	Water Systems Monitoring & Inspection	Revised by	Tim Othen	Copied to	
Tender No.	RMC 087 (1)				

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 - refrigeration - telecoms - plant & equipment	Access	Contractors personnel & supervising personnel	Low	Safe route to work areas to be identified and used at all times. Use of signage. Operatives to refer to the existing water Risk Assessment, held on site at either Reception or with the Site Manager.	Start of contract	Low
	Falls from height	Contractors personnel & supervising personnel	Medium	Scaffold tower and access platform to be provided as required. Operatives to refer to the existing water Risk Assessment, held on site at either Reception or with the Site Manager.	Start of contract	Low
	Live services - Overhead or internal/underground Electrocution/ asphyxiation/etc Fire/explosion	Contractors personnel and supervising officers	Low	Safe working practices to be employed. Method Statements to be followed.	Start of contract	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Heavy lifting	Contractors personnel	Low	Appropriate lifting techniques to be used and mechanical handling equipment to be used for heavy items.	Start of contract	Low
	Contact with moving vehicle / plant	Contractors personnel	Low	Safe working practices to be employed. Method Statements to be followed.	Start of contract	Low
	Manual handling / musculo-skeletal injuries	Contractors personnel	Low	Appropriate lifting techniques to be used and mechanical handling equipment to be used for heavy items	Start of contract	Low
	Confined spaces Unavoidable entry into drainage systems/basements	Contractors personnel & supervising personnel	Medium	Safe route to work area to be selected. Permit to enter system to be used.	Low	N/A
	Fire / explosion	Contractors personnel & supervising personnel	Low	Site evacuation procedures to be followed.	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	Contractors personnel	Low	Appropriate personnel protection to be used i.e. masks goggles barrier creams	Start of contract	Low
	Bacteriological Biological Chemical contamination	Contractors personnel	Low	Appropriate personnel protection to be used as recommended by manufactures & COSHH data sheets	Start of contract	Low
Mechanical handling Transportation systems - lifts - hoists - escalators - conveyors	Access	N/A	N/A	N/A	N/A	N/A
	Heavy lifting	N/A	N/A	N/A	N/A	N/A
	Manual handling / musculo-skeletal injuries	N/A	N/A	N/A	N/A	N/A

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Contact with moving plant	N/A	N/A	N/A	N/A	N/A
Other						

HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

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

Client _____ HAZRA Rev. No _____ Date _____
 Project _____ Revised by _____ Copied to _____
 Tender No. _____

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					
	Falls through fragile materials					
	Live services - Overhead or internal/underground Electrocutation/ asphyxiation/etc Fire/explosion					

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Contact with moving vehicles or plant					
	Heavy lifting					
	Manual handling / musculo-skeletal injuries					
	Harm from potentially hazardous products, including dusts, fumes and vapours					
	Harm from asbestos-based materials remaining					
	Confined spaces Entry into drainage systems/basements/ confined areas					

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Uncontrolled collapse					
	Hazardous elements remaining					
	Fire / explosion					
Other						

Prop No.	Property Name	CWST's	CAL's	EWB's
0050	Oswestry Woodside - Sure Start	mains	1	0
0170	Adderley Primary School	mains	1	5
0180	St Mary's CE Primary, Albrighton	1	1	4
0200	Albrighton Primary (formerly junior)	1	2	8
0210	Albrighton Infants (incorporated with junior into 0200)	0	0	9
0230	Alveley Primary	1	1	4
0240	Ashford Carbonell Primary (closed) 0520 Bishop Hooper	0	0	5
0250	Barrow Primary	mains	0	9
0260	Baschurch CE Primary	1	2	7
0270	Oakland Primary, Bayston Hill (closed) 0290 Oak Meadow			
0290	Longmeadow Primary, Bayston Hill Oak Meadow	Lower 3 Upper 1	1 3	6 5
0300	Beckbury Primary	mains	1	6
0330	Bicton Primary closed			
0335	Bicton Primary	mains	0	0
0340	Bishop's Castle Primary	1	1	0
0350	Bitterley Primary	1	2	4
0360	Bomere Heath Primary	1	2	6
0370	Bridgnorth St Leonard's	mains	2	6
0380	Castlefields Primary, Bridgnorth	1	1	0
0390	St John's Catholic Primary, Bridgnorth	1	1	3
0400	St Leonard's Primary, Bridgnorth	1	1	8
0410	St Leonard's Caretaker's Bungalow, Bridgnorth	1	1	0
0420	St Mary's Bluecoat Primary	2	2	17
0430	Brockton CE Primary	1	1	1
0440	Broseley CE Primary	1	2	0
0460	John Wilkinson Primary	1	1	0
0470	St Mary's, Bucknell	mains	1	3
0480	Buildwas Primary	2	2	3
0490	Buntingsdale Infants	mains	0	7
0500	Burford Primary	mains	1	4

Prop No.	Property Name	CWST's	CAL's	EWB's
0520	Caynham Primary Bishop Hooper	mains	0	7
0570	Cheswardine Primary	mains	0	4
0590	Childs Ercall Primary	mains	0	2
0610	Chirbury Primary	mains	1	7
0630	Church Preen Primary	mains	1	4
0640	St Lawrence CE Primary, Church Stretton	1	1	8
0642	St Lawrence C.E. Primary School Swimming Pool, Church Stretton Teme Leisure	2	1	0
0650	St Lawrence Primary Bungalow, Church Stretton	mains	1	0
0660	Claverley C.E. Primary School (see Joint Use 4990)	1	1	7
0670	Clee Hill Community Primary	mains	0	12
0680	Cleobury Mortimer Primary	1	2	0
0690	Clive Primary	mains	1	4
0710	St George's CE School, Clun	1	1	3
0720	Clunbury Primary	mains	1	1
0730	Cockshutt CE Primary	2	2	1
0740	Condover Primary	1	0	10
0760	Corvedale Primary	2	1	2
0770	Christ Church CE Primary	1	1	1
0780	Criftins CE Primary	2	1	3
0825	Brown Clee CE Primary	2	1	1
0830	Dorrington Primary	mains	1	4
0910	Ellesmere Primary	2	1	5
0920	Farlow Primary	mains	1	0
0930	Trinity CE Primary			
0940	Gobowen Primary	mains	3	8
0950	Grafton Primary			
0960	Hadnall Primary	mains	0	8
0970	St Thomas & St Anne Primary			
1010	Highley Primary	1	1	1
1020	Hinstock Primary	mains	1	4
1030	Hodnet Primary	1	1	2
1080	Hope Primary	1	1	0
1110	Hopton Wafers Primary	mains	0	4

Prop No.	Property Name	CWST's	CAL's	EWB's
1120	Ifton Heath Primary			
1130	Ifton Heath Primary School House			
1160	Kinlet Primary	1	0	5
1170	Kinnerley CE Primary	1	2	6
1200	Longden Primary, Shrewsbury	mains		
1210	Longnor CE Primary	mains	1	3
1220	Lower Heath Primary	mains		
1235	St Laurence C.E. Primary School, Ludlow	2	1	0
1240	Ludlow Infants	mains	2	13
1250	Ludlow Juniors	1	2	0
1260	Lydbury North CE Primary School	mains	1	2
1270	Lydbury North CE Primary School - Canteen			
1290	Maesbury Primary	mains	0	5
1300	Longlands Primary	2	1	0
1310	Market Drayton Infant & Nursery School	4	2	7
1320	Market Drayton Junior	1	1	15
1350	Minsterley Primary			
1365	Morda Primary	mains	0	6
1370	Moreton Say	mains	1	6
1390	Morville CE Primary			
1410	Much Wenlock Primary	1	1	0
1420	Myddle Primary	1	2	1
1430	St Andrew's Primary, Nesscliffe	mains	0	4
1440	Newcastle Primary	mains	1	4
1510	Newtown Primary	1	1	5
1520	Norbury Primary School	mains	1	5
1540	Norton-in-Hales Primary	mains	0	7
1560	Onny C.E. Primary School	2	1	6
1580	Beechgrove Junior School, Oswestry 1590 Holy Trinity	2	2	1
1590	Oswestry Infants Holy Trinity	4	4	6
1600	Woodside Primary School, Oswestry	mains	3	15
1610	Our Lady & St Oswald's Primary	1	1	6
1615	The Meadows Primary School, Oswestry	2	1	4

Prop No.	Property Name	CWST's	CAL's	EWB's
1620	Bryn Offa C.E. (Controlled) Primary School	2	1	0
1630	Pontesbury Primary			
1650	Prees CE Primary	1	1	6
1680	Rushbury Primary	mains	1	6
1705	St John The Baptist Primary			
1710	Selattyn Primary	mains	0	6
1720	St Mary's Primary, Shawbury			
1730	Shawbury Primary			
1740	Sheriffhales Primary			
1760	Sheriffhales Primary Canteen			
1770	St Andrew's Primary, Shifnal	1	2	0
1780	St Andrew's C.E. Primary School Caretaker's Bungalow, Shifnal	1	1	0
1790	Shifnal Primary	3	5	2
1800	Belvidere Primary (see 3580)			
1805	The Martin Wilson School, Castlefields	cwst2 offline		
1810	Coleham Primary	3	1	11
1840	Crowmoor Primary			
1850	Crowmoor Primary Caretaker's Bungalow			
1860	Greenacres Primary	2	2	3
1865	Greenfields Primary	2	1	7
1870	Harlescott Junior School	1	2	9
1871	Harlescott Education Centre	mains	0	7
1880	The Grange Infant & Nursery (see 1890) Grange Primary	2	1	11
1890	The Grange Junior (see 3610, 5035, 1880) 1880 Grange Primary	from 1880	from 1880	1
1910	Holy Cross Junior 2050 Mereside Primary	3	4	12
1940	Meole Brace CE Infants (see 1950) 1950 Meole Brace Primary			
1950	Meole Brace Junior (see 1940) Meole Brace Primary			
1960	Mount Pleasant Infants	1	1	0
1970	Mount Pleasant Juniors	2	1	2
1980	Oxon Primary	3	3	5

Prop No.	Property Name	CWST's	CAL's	EWB's
1995	Radbrook Primary School	1	1	2
2000	St George's Junior, Shrewsbury	2	2	1
2010	St Giles Primary	1	1	7
2020	St Giles Primary Caretaker's Bungalow	1	1	0
2030	St Mary's Catholic Primary, Shrewsbury	mains	1	2
2050	Springfield Infants Mereside Primary			
2060	Sundorne Infants	1	3	10
2070	Wilfred Owen School re-numbered			
2075A	Wilfred Owen School			
2075B	Severdale Special School	mains	2	1
2080	Wilfred Owen School Caretaker's Bungalow			
2090	Woodfield Infants, Shrewsbury	3	3	8
2100	Stiperstones CE Primary	mains	1	5
2140	Stokesay Primary, Market Street, Craven Arms	mains		
2145	Stokesay Primary, Old Newton, Craven Arms			
2150	Stoke-on-Tern Primary	mains	1	4
2170	Stottesdon CE Primary	1	1	4
2790	Tilstock CE Primary	mains		
2800	Trefonen Primary	1	1	3
2810	St Lucia's CE Primary			
2840	Welshampton Primary	mains	0	6
2850	St Peter's Primary, Wem	6	2	8
2870	St Mary's Primary, Westbury			
2880	West Felton Primary	mains	0	5
2890	Weston Lullingfields	mains	1	2
2900	Weston Rhyn Primary	1	0	12
2910	Whitchurch CE Infant School	1	1	14
2920	Whitchurch CE Junior School	3	2	12
2930	Whittington Primary	mains	1	11
2940	Whixall CE Primary	2	1	8
2950	Wistanstow CE Primary	mains		
2960	Woore Primary School	mains	0	1
2980	Worfield Endowed Primary	1	2	4
2990	Worthen Primary	mains	1	0

Prop No.	Property Name	CWST's	CAL's	EWH's
3070	Bog Visitors Centre	mains	1	0
3100	The Corbet School	4	6	11
3110	The Corbet School Caretaker's House	1	1	0
3120	The Community College, Bishops Castle (see 4975)	4	4	15
3140	The Community College, Caretaker's Bungalow	1	1	0
3150	Bridgnorth Endowed School (see 4980)	2	4	10
3170	Oldbury Wells School (East)	1	2	2
3190	Oldbury Wells School (West)	1	3	1
3210	Church Stretton School	1	5	5
3220	Lacon Childe School	3	4	10
3230	Lacon Childe School Caretaker's House			
3250	The Lakelands School			
3300	Ludlow C.E. School	4	5	1
3310	Ludlow C.E. School Caretaker's Bungalow	mains	0	combi
3320	The Grove School	6	5	7
3330	The Grove School (see 5010) Caretaker's Bungalow	mains	0	combi
3350	William Brookes School (see 5010)	4	7	11
3355	William Brookes School			
3410	The Marches School	8	8	6
3420	The Marches School, Caretaker's Bungalow			
3480	The Mary Webb School (includes 5012)	3	3	7
3490	Mary Webb School, Caretaker's Bungalow			
3500	Rhyn Park School	1	3	2
3510	Rhyn Park School, Caretaker's Bungalow	1	1	0
3520	Idsall School (see 5020)	9	6	15
3530	Shrewsbury Sixth Form College	6	2	15
3533	Shrewsbury Sixth Form Library and Information Centre	1	0	10
3537	Shrewsbury Sixth Form College, Priory Lodge	mains	0	2
3540	Shrewsbury Sixth Form College, Changing Rooms	2	2	0
3550	The Priory School	4	5	22
3560	Wakeman School	1	1	5
3580	Belvidere School (see 1800)	2	8	5
3590	Respite Care Home, Crowmere Road, Shrewsbury			

Prop No.	Property Name	CWST's	CAL's	EWB's
3610	The Sundorne School			
3620	The Grange School (see 5031, 1890)	2	2	6
3640	Meole Brace School (see 5032)	5	12	7
3650	Meole Brace School, Caretaker's Bungalow (now 3640 block 6)			
3840	New College, Wellington			
3890	Thomas Adams School, Lowe Hill Road (see 5080)			
3900	Thomas Adams School, Noble Street			
3910	Thomas Adams School, St Peter's Annexe			
3920	Thomas Adams School, Caretaker's Bungalow			
3925	Thomas Adams School Boarding House			
3930	Sir John Ta bot's School	2	6	5
3940	Sir John Ta bots, Caretaker's Bungalow			
4031	Oswestry Sure Start	1	1	0
4040	Sure Start Sunflower House, Kendal Road	mains	2	0
4090	Severdale School (Lower) see 2075b			
4100	Severdale School (Upper) see 2075b			
4110	Owen House	mains	0	9
4200	Woodlands School, Wem (formerly Trench Hall)	3	1	1
4220	Woodlands School Bungalow	1	1	0
4420	T.C.A.T., Haybridge Road (see 4770)	6	8	17
4260 a-t	Stanley Lane Starter Units	1	1	9
4434	Joint Education and Resource Centre			
4510	The Gateway Arts & Education Centre	1	1	0
4511	Shropshire Music & Arts Centre, Bayston Hill	mains	1	1
4513	Radbrook Office Complex-Bourne House			
4535	Hook-a-Gate Centre	mains	0	3
4590	Radbrook Office Complex-Walker House	mains	1	2
4600	Shrewsbury Centre	mains	1	2
4620	Bridgnorth Youth Centre			
4630	Ludlow Youth Centre	mains	1	0
4645	Market Drayton Youth Centre	mains	1	0
4650	Centre North West, Oswestry	mains	1	1
4660	Belmont Arts Centre	mains	0	3
4665	Bayston Hill Youth Office			

Personal Information

Prop No.	Property Name	CWST's	CAL's	EWH's
4670	Sundorne Youth Centre	1	1	1
4670A	Sundorne Education Centre	mains	1	0
4671	Harlescott Grange Youth Centre			
4676	Monkmoor Youth Office			
4770	Telford Wellington T.C.A.T. (Former Youth Centre) (see 4420)			
4780	Whitchurch Centre North East	mains	1	0
4856	Pontesbury Youth Office (was 4853)	mains	0	1
4857	Ludlow Youth Office			
4910	Connexions Oswestry	mains		
4925	Connexions Shrewsbury			
4953	Education Store, Atcham			
4975	Community College Joint Use (was SSDC029) Teme Leisure	0	0	0
4980	Bridgnorth Endowed School Joint Use (see 3150)	3	2	0
4990	Claverley C.E. Primary School Joint Use (see 0660)	mains	0	0
5000	Lacon Childe Joint Use Teme Leisure			
5005	Ellesmere Swimming Pool	mains	1	1
5006	Lakelands Sports Centre			
5007	Swimming Centre, Bromford Road (was SSDC016) Teme Leisure			
5010	William Brookes School Joint Use (see 3350)	1	2	0
5012	Mary Webb Sports Centre (see 3480)			
5015	see OBC008 Rhyn Park Joint Use			
5020	Idsall School Joint Use (see 3520)	mains	1	0
5031	Shrewsbury The Grange Sports Centre (see 3620)			
5032	Roman Road Sports Centre (see 3640)			
5080	Thomas Adams School Joint Use (see 3890)			
5085	Sir John Ta bot's Sports Hall	mains	2	0
5150				
5160				
5170		mains	0	4
5180				
5190				
5200				

Personal Information

Prop No.	Property Name	CWST's	CAL's	EWB's
5210				
5220				
5230				
5240				
5250				
5250B				
5260				
5280		mains	0	5
5285				
5290		mains	0	5
5300				
5310				
5310B				
5320				
5330		2	2	0
5340		mains	0	5
5350		mains		
5360				
5370				
5400	Ludlow Education Centre for Adults, 4 Sandpits Road	1	1	1
5560	Bishops Castle Registration Office			
5630	Albrighton Library	mains	0	3
5640	The Mary Webb Library, Bayston Hill	mains	0	2
5660	Bridgnorth Library	mains	0	5
5670	Broseley Library			
5680	Church Stretton Library	mains	0	3
5690	Cleobury Mortimer Library SOLD NOV 10	mains	0	2
5700	Craven Arms Library			
5710	Ellesmere Library	mais	0	1 combi
5720	Gobowen L brary	mains	0	3
5730	Highley Library			
5741	Ludlow L brary & Museum	1	1	4
5760	Market Drayton The Clive Library	mains	0	3
5770	Much Wenlock Library	mains	0	1

Prop No.	Property Name	CWST's	CAL's	EWB's
5790	Oswestry L brary			
5800	Pontesbury Library	mains	0	1
5820	Shifnal L brary	mains	0	2
5830	Sports & Recreation Centre, London Road (Column House)			
5880	Shropshire Information Service	mains	1	0
5885	Shropshire Archives			
5890	Castle Gates L brary	mains	1	1
5900	Harlescott Library			
5992	Wem Library & Learning Centre	mains	0	4
5995	55 Aston Street, Wem	1	1	0
6000	Whitchurch Library			
6010	Acton Scott Agricultural Museum	1	3	9
6030	Acton Scott School House	1	1	1
6033	Atcham Museum Store	mains		
6047	AONB Office, Craven Arms			
6060	Ludlow Training Centre			
6060A	Ludlow Tuition Medical & Behaviour Support Services			
6062	Ellesmere The Kiosk (added 2010)	mains	0	1
6063	Ellesmere Mereside Toilets Demolished 2009			
6064	Ellesmere Cremorne Garden Toilets			
6070	Much Wenlock Museum	mains	0	1
6074	Ellesmere Mereside Cottage	mains	0	1
6076	Ellesmere Countryside Service Depot	mains	0	3
6080	South Shropshire Countryside Depot, Pontesbury			
6084	Ellesmere The Meres Visitors Centre Demolished 2009			
6086	Ellesmere Boathouse Restaurant (added 2010)	1	2	0
6087	Nescliffe Hill Farm	1	1	0
6210	Ludlow Magistrates Courts			
6220	Market Drayton Magistrates Courts			
6235	Oswestry Magistrates Courts			
6255	Shrewsbury Magistrates Courts			
6310	Telford Magistrates Courts			
6320	Shropshire County Council (see 6325 & 6355)			

Prop No.	Property Name	CWST's	CAL's	EWH's
6325	Shrewsbury Registration Office (see 6320 & 6355)			
6330	Shropshire County Council The Vicarage & Library			
6340	UNISON Office			
6355	Shrewsbury Crown Court (see 6320 & 6325)			
6370	The Chancery	mains	2	0
6534	Little Oxon Farm			
6420	Church Stretton Leisure Centre			
6550	Highways Maintenance Group, 107 Longden Road			
6551	The Pines, Bishops Castle			
6552	Ellesmere The Wharf Cottages			
6555	West Mercia Supplies Holsworth Park	1	1	0
6570	The Wheatlands Family Resource Centre			
6572	Chelmaren Bomere Heath	mains	1	0
6580	Besford House Family Resource Centre	3	1	1
6582	Bradbury House, Shrewsbury	0	1	0
6585	Shrewsbury The Rowans Community Home	2	1	0
6595	Severdale School (Robert House) see 2075b			
6597	Community Home, 39 Riverdale Road (shares boilerhouse with 6655)	1	1	0
6650	Shropshire County Training Centre [previously Victoria Centre]	1	1	0
6652	Oswestry Maesbury Metals	mains	0	3
6654	Oswestry Patchworks			
6655	Avalon (shares boiler house with 6650)	1	1	0
6665	Sabrina Court, Shrewsbury			
6675	Albert Road Day Centre, Shrewsbury	mains	1	0
6705	Ditton Priors Training Centre OAK FARM			
6706	Pathways Shropshire Ltd			
6725	Walford Greenacres Farm Training Centre	3	1	5
6726	Bridgnorth Training Centre (Day Centre)			
6728	Much Wenlock Group Home			
6730	Eskdale House (see 6660)			
6755	5 Lawley Gardens, Shrewsbury (Group Home)	2	1	0
6765	Shrewsbury Group Home, St Georges Street	1	1	0
6766	Shrewsbury Group Home, Redfern Close			

Prop No.	Property Name	CWST's	CAL's	EWH's
6767	Shrewsbury Group Home, St Michaels Street			
6770	Shrewsbury Kempfield Hostel	2	1	0
6771	Aquamira	2	1	0
6800	The Elms House Hostel	2	1	0
6800A	The Chippings	mains	1	0
6801	Shrewsbury Group Home, 10 The Elms	1	1	0
6809	Oak Paddock Shrewsbury			
6810	The Grange Centre	1	1	0
6811	Path House, Ludlow	1	1	0
6831	Ludlow Social Services Office, 47 Gravel Hill			
6837	Wem Social Services Offices			
6838	Social Services Offices, St Michael's St, Shrewsbury SOLD March 2010	mains	combi	2
6839	Bridgnorth Social Services Office, Whitburn Place			
6841	Wem Social Services Offices, 5 High Street, Wem			
6848	Oswestry Elderly & Disability Team, Holbache Road			
6882	Shrewsbury Richmond House	1	1	1
6884	The Haven Day Centre, Shrewsbury	mains	1	0
6893	Ellesmere Meres Daycare Centre	mains	0	0
6945	Church Stretton Day Services			
6992	Aquila requested urgent assess - 03/05/05			
7140	Shrewsbury Crowmoor House	1	2	0
7211	Whitchurch Bradbury Day Centre			
7215	Disabled Loan Store	1	2	1
7217	Ludlow Social Services Day Care Centre, Friars Walk			
9200	Craven Arms Gypsy Site			
9210	Cross Houses Gypsy Site	mains	0	5
9220	Oswestry Gypsy Site	1	1	12
9240	Prees Gypsy Site			
9307	Secret Hills Discovery Centre	mains 1	1	5
9309	Theatre Severn	2	1	0
9405	Oswestry County Training			
9421	Shropshire County Training - The Hollies	2	2	2

Prop No.	Property Name	CWST's	CAL's	EWH's
9430	Radbrook Office Complex - Winston Churchill Building	3	1	6
9477	Fork Lift Training Centre	mains	1	0
9483	Hairdressers Training Salon	mains	1	0
9512 a-m	see NSDC052 Ellesmere 12 Business Park Units	mains	0	12 combis
9515	see NSDC051- 9 Industrial Starter Units (Civic Green)			
9520	Netherton 4 workshops (See BDC038)			
9525B	Ptarmigan House	mains	1	0
9527	Mount McKinley	mains	1	0
9531	Long Lane Industrial Centre (see SSSDC056)			
9617	South Division, Craven Arms Office			
9788	Food Enterprise Centre	1	1	0
9920	Highways Maintenance Group, Bridgnorth			
9930	Highways Maintenance Group, Hodnet	mains	0	combi
9950	Highways Maintenance Group, Oswestry	mains	0	9
9910A	JDM Accord Ltd	mains	1	6
9910B	Shropshire County Council, 107 Longden Road	1	0	3
NSDC001	PC Cross Street			
NSDC002	PC Market Hall			
NSDC003	PC Towers Lawn			
NSDC004	PC Prees Heath			
NSDC005	PC High Street	mains	0	1
NSDC006	PC Brownlow Street			
NSDC007	PC White Lion Meadow			
NSDC008	Swimming Centre Whitchurch			
NSDC009	Swimming Centre Market Drayton			
NSDC015	New Market Hall			
NSDC016	Sports and Market Hall			
NSDC018	Civic Centre & Market hall	2	4	7
NSDC019	Town Hall Library			
NSDC020	Town Hall & Information Link	mains	1	3
NSDC047	Edinburgh House			
NSDC049	6 Shop Units (Cheshire St)	2	0	8
NSDC051	9515 - 9 Industrial Starter Units (Civic Green)	1	1	9
NSDC052	9512 - 12 business units Ellesmere			

Prop No.	Property Name	CWST's	CAL's	EWH's
NSDC054	13A/15 High Street	mains	0	2
NSDC056	Pauls Moss Driving Test Centre (Dodington)	mains	0	3
NSDC057	Fulwood House and L brary	3	2	
NSDC084	Unit 4 Ploughmans Court	mains	0	1
NSDC108	Livestock Market, Sych Farm			
SSDC001	Corve Street Offices	mains	0	13
SSDC003	Coder Road Depot	mains	1	0
SSDC005	PC Station Street	mains	0	2
SSDC006	PC Easthope Road	mains	0	1
SSDC008	PC High Street	mains	0	1
SSDC009	PC Eagle Lane	mains	0	1
SSDC010	PC Newcastle Road	mains	0	1
SSDC011	PC Shrewsbury Road	mains	0	1
SSDC012	PC Castle Street			
SSDC013	PC Galdeford			
SSDC014	PC Snailbeach	1	0	1
SSDC015	PC Smithfield	1	0	1
SSDC044	Block A The Gateway, Old Auction Yard			
SSDC045	Block B & C, The Gateway, Old Auction Yard			
SSDC046	Crowgate Childcare Centre			
SSDC047	Central Marches Business Development Centre	mains	0	3
SSDC049	Rockspring Centre	1	1	4
SSDC050	Registrars Office, Stonehouse			
SSDC051	Enterprise House	mains	0	5
SSDC053	Lutwyche Road			
SSDC055	Aspire Centre & Workshops, Burford	mains	0	6
SSDC056	9531 - Long Lane Industrial Centre	mains	0	1
SSDC057	Challenge Court	mains	0	10
SSDC058	Ludlow Business Park, Coder Road	mains	0	1
SSDC059	Ludlow Business Park, Lingen Road	mains	0	3
SSDC108	Bio-Digester, Ludlow Business Park, Coder Road	mains	3	0
SABC008	Old Mortuary, Smithfield Road	mains	0	1
SABC020	Bear Steps - Coffee House	mains	0	2
SABC021	Bear Steps - Civic Society	mains	0	4
SABC022	16 Grafton Mews	mains	0	combi

Prop No.	Property Name	CWST's	CAL's	EWB's
SABC023	17 Grafton Mews	mains	0	combi
SABC024	18 Grafton Mews	mains	0	0
SABC025	146 Crowmere Road	mains	0	2
SABC026	148 Crowmere Road	mains	0	combi
SABC027	115/116 Frankwell	mains	0	0
SABC028	Guildhall	mains	4	0
SABC045	PC Longden Road Cemetary	mains	0	1
SABC048	PC Raven Meadows Bus Station	mains	0	2
SABC054	PC Main Road	mains	0	1
SABC056	Weeping Cross Depot	mains	0	7
SABC 067	Raven Meadows M.S.C.P			
SABC068	Raven Meadows MSCP	mains	0	7
SABC073	Travel Centre	mains	0	2
SABC074	Drivers rest Room	mains	0	2
SABC078	Quarry Swimming Pool			
SABC080	Quarry open air paddling pool changing rooms	mains	0	2
SABC081	Meole Brace Golf Club	mains	0	2
SABC082	London Road Sports	2	1	0
SABC083	The Grange sports - see 5031			
SABC084	Roman Road sports - see 5032			
SABC085	Sports Village Sundorne	1	2	0
SABC086	Indoor Bowling Centre	0	0	4
SABC090	Sundorne Lodge	1	1	0
SABC091	Monkmoor Lodge	1	1	0
SABC159	Regimental Museum Shrewsbury Castle	mains	0	6
SABC160	Coleham Pumping station	mains	0	2
SABC161	Rowleys House	mains	0	3
SABC163	Old Market Hall	mains	0	4
SABC164	Music Hall			
SABC169	Longden Road Cemetery & associated buildings	mains	1	3
SABC174	Crematorium Offices	mains	0	2
SABC175	Cremetorium	mains	0	4
SABC177	35-43 Nettles Lane	mains	0	7
SABC181	Nettles Lane- Autotyres	mains	0	3
SABC183	Former Doctors surgery (1 Hall Bank Mews)	mains	2	0

Prop No.	Property Name	CWST's	CAL's	EWH's
SABC185	Conduit Head former Visitors Centre			
SABC210	Forest Way CCTV Centre	0	0	combi
SABC212	Bear Steps, Fish Street			
SABC221	New Livestock Market	2	1	0
SABC227	Condoover College Grafton Centre	mains	0	5
SABC774	Shelton Cricket Club	mains	1	0
OBC001	Castle View	mains	0	11
OBC002	Castle View Annexe (34 Arthur Street)	mains	0	5
OBC005	Castle Court	mains	1	2
OBC007	Leisure Centre, College Road	1	2	2
OBC008	Rhyn Park Sports Hall	mains	1	0
OBC009	TIC, Mile End	mains	0	2
OBC010	Gatacre Pavillion	mains	0	1
OBC011	York Street/Upper Ash Road			
OBC012	PC English Walls, Central car park	2	0	1
OBC013	PC Beatrice Street	mains	0	1
OBC030	Old Railway Station, Oswald Road	mains	1	4 combis
OBC300	62 Unicorn Road	mains	0	2
OBC302	48 Unicorn Road	mains	0	3
OBC303	50-60 Unicorn Road	mains	1	0
BDC001	Westgate Council Offices	mains	0	6
BDC002	Cantern Brook, Stanley Lane	mains	0	10
BDC004	Store, Ash Grove	mains	0	0
BDC005	Council Garage			
BDC008	PC High Street	mains	0	1
BDC009	PC Orchard Street, Highley	mains	0	2
BDC010	PC St Johns Street	mains	0	1
BDC012	PC Kings Street	1	1	0
BDC013	PC Market Place, Aston St, Shifnal	mains	0	1
BDC014	PC Listley Street, Bridgnorth	mains	0	3
BDC015	PC St Marys Lane	mains	0	2
BDC016	PC Dark Lane, Broseley	mains	0	1
BDC017	PC Innage Lane, Bridgnorth	mains	0	1
BDC018	PC Somerfield			
BDC037	9510 - Former Pit Head, Alverley 6 units			

Prop No.	Property Name	CWST's	CAL's	EWH's
BDC037A	Bay 2 & 4 (Building 1) Alverley	mains	0	1
BDC037B	Bay 1, Old Carpet Store, Alverley	mains	0	1
BDC037C	Office, 1A, Bay 1, Old carpet factory, Alverley			
BDC037D	Offices, 1C, 1D & 1E, Old carpet factory, Alverley			
BDC037E	Bay 6 & 7, Old carpet factory, Building 1, Alverley	mains	0	3
BDC037F	Building 2, Lamproom works, Alverley	–	–	–
BDC038	9520 - Netherton 4 workshops	mains	0	4
BDC039	Starter Units, Alverley	mains	0	6
BDC074	PC & visitor centre Country Park Alveley side	mains	0	5
BDC076	PC Country Park Highley side	mains	0	1
S003	The Willows			
S029	Higher House Farm			
S043	Ladyhill Farm, Holding No. 43	2	1	0
S074	Cherry Oaks Farm, Holding No. 74	2	1	0
S080	Marston Farm, Holding No. 80 Marston			
S106	Severn View, Emstrey	1	1	0
S111	The Elms, Emstrey	1	1	0
S115	Lower Farm, Emstrey	1	1	0
S153	Lower Waen, Maesbury Marsh			
S184	The Farm Cottage, No 2 The Farm	1	1	0
S218	Gorsty Bank, All Stretton			
S242	King Street Grange, Sheriffhales			
S258	Holding No 72, Heath Hill, Sheriffhales			
S268	Haypole Farm, Frodesley Lane	1	1	0
S269	Wheatlea, Frodesley Lane, Longnor	1	1	0
S270	The Firs, Frodesley Lane, Longnor	1	1	0
S317	Marston Grange House, Marston Grange	1	1	0
S319	Marston Grange Farm, Marston Grange	2	1	0
S322	6 Marston Grange, Myddlewood, Myddle	2	2	0
S332	The Pheasantry, Petton, Burlton	2	1	0
S338	9 Small Holdings, Petton, Burlton			
S343	The Clamp, Shrawardine, Montford	2	1	0
S353	The Poplars, Asterley, Minsterley	1	1	1
S356	Green Farm, Asterley, Minsterley			
S369	Hillside, Haughmond, Uffington	1	1	1

Prop No.	Property Name	CWST's	CAL's	EWH's
S370	Abbey Farm, Haughmond, Uffington			
S377	No 6 Lacon Holdings, Soulton Road, Wem	1	1	0
S378	No 7 Lacon Holdings, Soulton Road, Wem	2	1	0
S379	Holmleigh Farm, No 8 Lacon Holdings	2	1	0
S383	Briar Hill Farm, Whitchurch			
S386	Dairy House Farm, Whitchurch			
S387	The Beeches			
S390	The Oaks, Whitchurch			

Prop No.	Property Name	CWST's	CAL's	EWH's

SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF

GOODS SERVICES AND WORKS

TABLE OF CONTENTS

- 1. DEFINITIONS**
- 2. GENERAL**
- 3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS**
- 4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES**
- 5. PRICE AND PAYMENT**
- 6. DELIVERY**
- 7. LOSS OR DAMAGE IN TRANSIT**
- 8. INSPECTION**
- 9. REJECTION**
- 10. TITLE - PASSING PROPERTY**
- 11. THE COUNCIL'S OBLIGATIONS**
- 12. WARRANTY**
- 13. INDEMNIFICATION**
- 14. LIMITATION OF LIABILITY**
- 15. TERMINATION AND CANCELLATION**
- 16. ANTI-BRIBERY AND CORRUPTION**
- 17. INTELLECTUAL PROPERTY RIGHTS**
- 18. INDEPENDENT CONTRACTORS**
- 19. SEVERABILITY**
- 20. ASSIGNING AND SUB-CONTRACTING**
- 21. WAIVER**
- 22. HAZARDOUS GOODS**
- 23. NOTICES**
- 24. CONFIDENTIALITY AND DATA PROTECTION**
- 25. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')**

- 26. INSURANCE
- 27. EQUALITIES
- 28. HUMAN RIGHTS
- 29. HEALTH AND SAFETY AT WORK
- 30. FREEDOM OF INFORMATION ACT 2000 & ENVIRONMENTAL INFORMATION REGULATIONS 2004
- 31. SUSTAINABILITY
- 32. EXPIRY
- 33. AUDIT AND MONITORING
- 34. RIGHTS OF THIRD PARTIES
- 35. ENTIRE AGREEMENT
- 36. FORCE MAJEURE
- 37. GOVERNING LAW AND JURISDICTION
- 38. COMPLAINTS PROCEDURE

RECITALS

(A) These General Terms and Conditions will operate in their entirety with contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

(B) Only those of these General 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

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

- 1.1 “ **Goods**” means all goods specified in the Purchase Order.
- 1.2 “**Services**” means all services of whatever nature, to be provided by the Contractor to the Council and described in the Agreement; this includes design concepts or consultant’s reports.
- 1.3 “**Works**” means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council

- 1.4 **"Council"** means Shropshire Council;
- 1.5 **"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;
- 1.6 **"Contractor"** means the person, firm or company or any other organisation contracting with the Council.
- 1.7 **"Packages"** includes bags, cases, cylinders, drums, pallets and other containers.
- 1.8 **'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
- 1.9 **'Agreement'** means the Agreement between the Council and the Contractor consisting of the Purchase Order, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order.
- 1.10 **'Price'** means the price of the Goods and/or charge for the Services or Works being provided by the Contractor.
- 1.11 **'Writing'** includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.
- 1.12 **"FOIA"** means the Free 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
- 1.13 **"EIR"** means the Environmental Information Regulations 2004 (as may be amended from time to time.)
- 1.14 **"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)
- 1.15 **"FOIA notice"** means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
- 1.16 **"Public body"** as defined in the FOIA 2000
- 1.17 **"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
- 1.18 **"Request for Information"** means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
- 1.19 **"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).

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.

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 Purchase Order 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 Council's Purchase Order 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 has signed for Goods or Services the Council will make payment to the Contractor within 45 days following receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services.
- 5.5 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.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Purchase Order.
- 5.7 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 Purchase Order 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 prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Purchase Order.
- 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 Purchase Order.
- 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 Purchase Order 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 the same separately from similar Goods held at the Contractor's premises specified in the Purchase Order and ensure that they are securely, clearly and visibly marked with the wording "Property of SC C" 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 Purchase Order 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 Purchase Order where Goods are being held in order to recover the said materials or Goods in the event of the Contractor's 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 Purchase Order 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 WARRANTY

- 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. Certain products carry warranties for longer periods and these will be notified by the Contractor 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 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 LIMITATION OF LIABILITY

14.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Contractor to the Council in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited £5,000,000 (FIVE MILLION POUNDS) for any one claim unless specifically stated to be otherwise in the purchase order or contract.

15 TERMINATION AND CANCELLATION

15.1 The Council upon giving the Contractor notice in Writing may cancel any Purchase Order 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.

15.2 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.

16 ANTI-BRIBERY AND CORRUPTION (W) (Z)

16.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:

- (i) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or
- (ii) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or

- (iii) in the reasonable opinion of the Council appears to have committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) Local Government Act 1972 (as amended).

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 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.
- 17.2 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.
- 17.3 This provision shall survive the expiration or termination of the Agreement.

18 INDEPENDENT CONTRACTORS

- 18.1 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.

19 SEVERABILITY

- 19.1 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.

20 ASSIGNING AND SUB-CONTRACTING

- 20.1 The Contractor will not, without the written consent of the Council, assign or sub-contract its right or duties under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 20.2 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.

21 WAIVER

- 21.1 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.

22 HAZARDOUS GOODS

- 22.1 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.
- 22.2 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.

23 NOTICES

- 23.1 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
- 23.2 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 posts 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

24 CONFIDENTIALITY AND DATA PROTECTION (W) (Z)

- 24.1 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.
- 24.2 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.
- 24.3 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.

24.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement and shall not use, divulge or communicate the same to any third party without the consent in Writing of the Council. The Contractor shall implement appropriate organisational and technical measures to ensure the integrity and security of information obtained and shall at all times comply with the provisions of the Data Protection Act 1998 and shall provide the Council with evidence of such measures upon request. The Contractor shall use its reasonable endeavours to prevent the unauthorised publication or disclosure of any such information or documents. 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 confidence by such persons mentioned above.

24.5 The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

25.1 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.

26 INSURANCE

26.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover in respect of death or personal injury due to negligence will be unlimited.

26.2 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) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

27. EQUALITIES (W) (Z)

27.1 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

- a) in the supply and provision of Goods, Services or Works under this Agreement, and
- b) in its employment practices.

27.2 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 Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, Race Relations Act 1976, the Disability Discrimination Acts 1995 and

2005, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Human Rights Act 1998, Employment Equality (Age) Regulations 2006, and the Equality Act 2006 (effective from 6th April 2007) or other relevant legislation, or any statutory modification or re-enactment thereof.

- 27.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the following general duties imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful racial discrimination and promote equality of opportunity and good relations between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities, to promote positive attitudes towards disabled persons; and by Section 76A of the Sex Discrimination Act 1975 (effective from 6th April 2007) to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women.
- 27.4 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 Commission for Racial Equality and the Disability Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 27.5 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 Commission for Racial Equality, Equal Opportunities Commission or Disability 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.
- 27.6 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.

28 HUMAN RIGHTS (W) (Z)

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

29 HEALTH AND SAFETY AT WORK (Z)

- 29.1 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.

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

- 30.1 The Council will have regard to the relevant provisions of the FOIA and EIR in considering Freedom of Information requests. If a Contractor considers any

information it supplies is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. The Contractor however acknowledges that any lists or schedules so provided are of indicative value only and that the Council may nevertheless be obliged to disclose such confidential information.

- 30.2 When considering any response to a Request for Information the Council will consult with the Contractor before making a decision on disclosure or the application of any appropriate exemption but any such decision will be at the absolute discretion of the Council. The Contractor shall provide all necessary assistance requested by the Council (within any time scale specified as reasonable by the Council and at the Contractor's expense) to enable the Council to respond to a Request for Information within the time for compliance as set out in section 10 of the FOIA. In no circumstances shall the Contractor respond directly to the party making the Request for Information unless expressly authorised to do so by the Council or unless the Contractor is also a Public Body (see below)
- 30.3 The Contractor shall ensure that all information required to be produced or maintained under the terms of the 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.
- 30.4 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 of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 30.5 Where the Contractor is a Public Body it acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledges and agrees that:
- a). 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.
 - b). they are required by law to consider each and every Request for Information made under FOIA.
 - c). 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.
- 30.6 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.

30.7 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

30.8 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.

30.9 The other party shall assist the party receiving the request as reasonably necessary to enable the party receiving the request to comply with its obligations under FOIA.

31 SUSTAINABILITY

31.1 Contractors should at all times demonstrate how they contribute to the achievement of Shropshire Council's Sustainability Policy and Guidance Notes

32 EXPIRY

32.1 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.

33 AUDIT AND MONITORING) (W) (Z)

33.1 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.

34 RIGHTS OF THIRD PARTIES

34.1 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 Agreements (Rights of Third Parties) Act 1999.

35 ENTIRE AGREEMENT

35.1 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.

36 FORCE MAJEURE

- 36.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

37 GOVERNING LAW AND JURISDICTION (W)

- 36.1 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

38 COMPLAINTS PROCEDURE (W) (Z)

- 38.1 The Contractor 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:

- 38.1.1 is easy to access and understand
- 38.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress.
- 38.1.3 provides confidential record keeping to protect staff employed under this contract and the complainant
- 38.1.4 provides information to management so that services can be improved
- 38.1.5 provides effective and suitable remedies
- 38.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback

- 38.2 The Contractor shall ensure that:

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

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

38.2.3 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 investigation or finding of the Contactor's investigations

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

38.3 The Contactor will make its complaints procedure available on request

38.4 The Contactor shall ensure that all its staff 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

38.5 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.

38.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council

38.7 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 to 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."



Tender Response Document

**RMC 087(1)
Water Systems Monitoring & Inspection**

Name of TENDERING
ORGANISATION
(please insert)

Waterchem Ltd

Shropshire Council Tender Response Document

Contract Description:

The monitoring and inspection of the water systems is intended to demonstrate compliance with the HSE Approved Code of Practice and Guidance L8 – Legionnaires' disease, the control of legionella bacteria in water systems.

The work consists of carrying out routine monitoring and inspection of the water systems, over which the Client has day to day control, to ensure that the traditional temperature regime method employed to control the multiplication of Legionella in hot and cold water services systems, remains valid and is proving to be effective.

The objective of the contract is for the Contractor to provide a comprehensive and accurate record of the temperature regime employed to control legionella, exposure to legionella and cleanliness. The Contractor shall record compliance and non-compliance in accordance with the relevant statutory provisions, standards and industry guidance such that the Client may assess condition, minimise and manage risks and discharge its duty under the law.

The Contractor shall utilise the Client's existing electronic logbook system. Membership with CHAS and LCA are essential requirements for this contract. The contract will run for an initial period of 12 months commencing on 1st April 2011 with the option to extend for up to a further 3 years.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: _____, Technical Support Officer 01743-253407 or _____, Senior Technical Support Engineer 01743-253408 or via email quoting the contract reference to _____ or _____
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These 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. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.

4. Where copies of certificates and other details are requested **a copy must accompany the hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	3
A2	Non-Canvassing Certificate	4
A3	Non-Collusive Tendering Certificate	5
A4	Declaration of Connection with Officers or Elected Members of the Council	6
You must sign all 4 certificates in sections A1 to A4		
B	Tender Schedule	7

Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up 'weighted marked' (award) questions and shows how each section is to be marked.

Weighted Marked Questions

Questions within these sections will be scored using the following weightings. Each answer from the questions identified below will be given a mark between 0 and 7 with the following meanings:

- 0 - No response given
- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

The tender receiving the highest mark for each category will receive the full % available for that category and other tenders will receive a % that reflects the difference in the marks.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (280 marks)		
Section B / Q 1	Price	40% / 280 max marks
Total for price		40% / 280 max marks
Quality 60% (420 marks)		
Section B / Q 2	Technical Information	15% / 105 max marks
Section B / Q 3	Qualifications	15% / 105 max marks
Section B / Q 4	Generic Risk Assessment	15% / 105 max marks
Section B / Q 5	Method Statement	15% / 105 max marks
Total for quality		60% / 420 max marks

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for Water Systems Inspection and Monitoring

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for water systems inspection and monitoring at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed _____ Name _____

Date 12th January 2011

Designation Director

Company Waterchem Ltd

Address Unit 2c, Derwent Close
Warndon
Worcester
WR4 9TY

Tel No 01905 23669 Fax No 01905 729959

E-mail address _____

Web address www.waterchem.co.uk

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1)

Status Director

Signed (2)

Status Director

(For and on behalf of Waterchem Ltd)

Date 12th January 2011

Section B: Tender Schedule

*	Before completing this section you should first read the 'Specification' document which contains some important information that will assist in your responses to the questions below.
---	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. Pricing Schedule	
1.1	You should complete the attached 'Quotation Sheet' by filling in all of the relevant information and submit this with your completed tender.
1.2	Copy of 'Quotation Sheet' completed and enclosed Detailed at Appendix 1

2. Technical Information	
2.1	Please enclose a sample of a 'Non Compliance (Temperature)' Report. Detailed at Appendix 2
2.2	Please enclose a sample of a Risk Assessment for a cold water storage tank inspection. Detailed at Appendix 3
2.3	Please enclose a sample of a 'Cold Water Storage Tank Inspection' Report. Detailed at Appendix 4

3. Qualifications	
3.1	Please confirm the experience details for each of your staff (including any sub-contractors) who would be involved in the contract if you were successful. e.g. City & Guilds Legionella Certificates, confined space training, working at height training, H&S awareness training, CRB check. Detailed at Appendix 5

4. Generic Risk Assessment		
4.1	<p>The Contractor shall carry out a detailed and recorded "Risk Assessment" for the works and submit two copies with the completed tender documents.</p> <p>N.B. Please refer to section 1.8 of the 'Specification' document for more information.</p> <p>Detailed at Appendix 6</p>	Enclosed YES

5. Method Statement		
5.1	<p>Contractors are reminded that for certain hazardous operations, they will have to prepare a method statement for the work. It is anticipated that such statements will include, where applicable, 'the sequence and method of work'. You should submit two copies of your method statements with the completed tender documents</p> <p>The Council will always require a method statement for the following types of work:-</p> <ul style="list-style-type: none"> a) demolition b) steel erection c) entry into confined spaces d) handling and removal of asbestos e) use of explosives (including cartridge tools) f) roof works and other overhead work g) contaminated sites or buildings h) other high risk activities may also require a Permit to Work <p>In many instances method statements can form the control measures required by risk assessment and the document can be accepted as such.</p> <p>Detailed at Appendix 7</p>	Enclosed YES

6.	Address of Offices [For Information only]	
6.1	Please provide address details of the office used as the base for any mileage payments	
	Address	Unit 2c, Derwent Close Warndon Worcester WR4 9TY
	Tel No 01905 23669	Fax No 01905 729959
	E-mail address	
	Web address	www.waterchem.co.uk

Checklist for completed Tenders

Section / Question No.	Documents	Tick if enclosed/ complete
Answers provided to ALL questions within this document		✓
4 Certificates in Section A1 to A4 signed and completed in full		✓
Section B / 1.1	Copy of completed Quotation Sheet	✓
Section B / 2.1	Copy of a 'Non Compliance (Temperature)' Report	✓
Section B / 2.2	Copy of a Risk Assessment for a cold water storage tank inspection	✓
Section B / 2.3	Copy of a 'Cold Water Storage Tank Inspection' Report	✓
Section B / 4.1	2 Copies of your completed Risk Assessment	✓
Section E / 5.1	2 Copies of your completed Method Statements	✓
One hard copy and one CD copy of this questionnaire enclosed		✓

Please return copies of the completed Tender using the return label provided by the deadline of 12 noon on 14 January 2011.

Please note any Tenders returned after the deadline will not be considered.



Shropshire County Council

RMC 087(1) Water Systems Monitoring & Inspection

Tender

Prepared by

Account Manager
Waterchem Ltd

January 2011



Contents

Section 1	Tender Response Document
Instructions	to Tenderers
Appendix 1	Quotation Sheet
Appendix 2	Non Compliance (Temperature) Report
Appendix 3 inspection	Risk assessment for cold water storage tank
Appendix 4	Cold water storage tank inspection report
Appendix 5	Staff Experience
Appendix 6	Generic Risk Assessments
Appendix 7	Method Statements



Section 1

Tender Response Document

Instructions to Tenderers





Appendix 1



Appendix 2



Appendix 3



Appendix 4



Appendix 5



Appendix 6



Appendix 7

**SHROPSHIRE COUNCIL
FORM OF TENDER
MONTHLY WATER MONITORING**

**TENDER NO. RMC087(1) - QUOTATION SHEET
TO BE COMPLETED BY THE COMPANY**

Commercial
information

Prop No.	Property Name	Floor Area m2	** Annual Cost
2011/2012			
0050	Oswestry Woodside - Sure Start	130	
0170	Adderley Primary School	298	
0180	St Mary's CE Primary	1183	
0200	Albrighton Primary	2106	
0230	Alveley Primary	1078	
0250	Barrow Primary	403	
0260	Baschurch CE Primary	824	
0290	Oakmeadow Primary (Oakland & Longmeadow Primary)	3234	
0300	Beckbury Primary	326	
0335	Bicton Primary	1564	
0340	Bishop's Castle Primary	817	
0350	Bitterley Primary	620	
0360	Bomere Heath Primary	768	
0370	Bridgnorth St Leonard's	1218	
0380	Castlefields Primary	1096	
0390	St John's Catholic Primary	945	
0400	St Leonard's Primary	1236	
0420	St Mary's Bluecoat Primary	2040	
0430	Brockton CE Primary	332	
0440	Broseley CE Primary	1598	
0460	John Wilkinson Primary	977	
0470	St Mary's Primary	516	
0480	Buildwas Primary	377	
0490	Buntingsdale Infants	434	
0500	Burford Primary	761	
0520	Bishop Hooper Primary (Caynham, Ashford Carbonell Primary)	582	
0570	Cheswardine Primary	419	
0610	Chirbury Primary	519	
0630	Church Preen Primary	418	
0640	St Lawrence CE Primary	1351	
0642	St Lawrence C.E. Primary School Swimming Pool	604	
0660	Claverley C.E. Primary School (see Joint Use 4990)	522	
0670	Clee Hill Community Primary	705	
0680	Cleobury Mortimer Primary	1084	
0690	Clive Primary	324	
0710	St George's CE School	710	
0720	Clunbury Primary	237	
0730	Cockshutt CE Primary	560	
0740	Condover Primary	658	
0760	Corvedale Primary	729	
0770	Christ Church CE Primary	865	
0780	Criftins CE Primary	443	
0825	Brown Clee CE Primary	723	
0830	Dorrington Primary	367	
0910	Ellesmere Primary	2228	

Prop No.	Property Name	Floor Area m2	** Annual Cost
0920	Farlow Primary	212	
0930	Trinity CE Primary	842	
0940	Gobowen Primary	1198	
0960	Hadnall Primary	401	
0970	St Thomas & St Anne Primary	833	
1010	Highley Primary	1465	
1020	Hinstock Primary	363	
1030	Hodnet Primary	857	
1080	Hope Primary	438	
1110	Hopton Wafers Primary	246	
1120	Ifton Heath Primary	1612	
1160	Kinlet Primary	412	
1170	Kinnerley CE Primary	606	
1200	Longden Primary, Shrewsbury	670	
1210	Longnor CE Primary	481	
1220	Lower Heath Primary	606	
1235	St Laurence C.E. Primary School	1101	
1240	Ludlow Infants	1443	
1250	Ludlow Juniors	1752	
1260	Lydbury North CE Primary School	382	
1290	Maesbury Primary	311	
1300	Longlands Primary	1271	
1310	Market Drayton Infant & Nursery School	1625	
1320	Market Drayton Junior	2070	
1350	Minsterley Primary	871	
1365	Morda Primary	503	
1370	Moreton Say	289	
1390	Morville CE Primary	453	
1410	Much Wenlock Primary	956	
1420	Myddle Primary	606	
1430	St Andrew's Primary	407	
1440	Newcastle Primary	274	
1510	Newtown Primary	604	
1520	Norbury Primary School	351	
1540	Norton-in-Hales Primary	503	
1560	Onny C.E. Primary School	574	
1580	Holy Trinity Primary (Beechgrove Junior & Os Infants)	3166	
1600	Woodside Primary School	2341	
1610	Our Lady & St Oswald's Primary	743	
1615	The Meadows Primary School	1250	
1620	Bryn Offa C.E. (Controlled) Primary School	819	
1630	Pontesbury Primary	1138	
1650	Prees CE Primary	1209	
1680	Rushbury Primary	508	
1705	St John The Baptist Primary	600	
1710	Selattyn Primary	382	
1720	St Mary's Primary	852	
1730	Shawbury Primary	1007	
1740	Sheriffhales Primary	524	
1760	Sheriffhales Primary Canteen	158	
1770	St Andrew's Primary	1580	
1790	Shifnal Primary	1815	
1800	Belvidere Primary (see 3580)	1062	

Prop No.	Property Name	Floor Area m2	** Annual Cost
1805	The Martin Wilson School - INVOICE TO RITA	1563	
1810	Coleham Primary	1820	
1840	Crowmoor Primary - includes Children Centre	2416	
1860	Greenacres Primary	1270	
1865	Greenfields Primary	1420	
1870	Harlescott Junior School	2141	
1871	Harlescott Education Centre	195	
1880	The Grange Primary (Junior, Infant & Nursery (see 1890)	2110	
1950	Meole Brace Primary (Infant & Junior (see 1940)	2535	
1970	Mount Pleasant Primary (Mount Pleasant Infant & Juniors)	2421	
1980	Oxon Primary	1893	
1995	Radbrook Primary School	1298	
2000	St George's Junior	1441	
2010	St Giles Primary	1435	
2030	St Mary's Catholic Primary	1063	
2050	Mereside Primary (Springfield Infants & Holy Cross)	2923	
2060	Sundome Infants	2138	
2075A	Wilfred Owen School	1222	
2075B	Severndale Special School	2005	
2090	Woodfield Infants	1492	
2100	Stiperstones CE Primary	324	
2140	Stokesay Primary	766	
2145	Stokesay Primary Annexe	490	
2150	Stoke-on-Tern Primary	806	
2170	Stottesdon CE Primary	407	
2790	Tilstock CE Primary	333	
2800	Trefonen Primary	651	
2810	St Lucia's CE Primary	607	
2840	Welshampton Primary	285	
2850	St Peter's Primary	2284	
2870	St Mary's Primary	471	
2880	West Felton Primary	456	
2890	Weston Lullingfields	176	
2900	Weston Rhyn Primary	1108	
2910	Whitchurch CE Infant School	1646	
2920	Whitchurch CE Junior School	2155	
2930	Whittington Primary	1215	
2940	Whixall CE Primary	723	
2950	Wistanstow CE Primary	346	
2960	Woore Primary School	413	
2980	Worfield Endowed Primary	1146	
2990	Worthen Primary	356	
3070	Bog Visitors Centre	156	
3100	The Corbet School	4824	
3120	The Community College	5733	
3150	Bridgnorth Endowed School (see 4980)	7473	
3170	Oldbury Wells School (East)	5045	
3190	Oldbury Wells School (West)	4447	
3210	Church Stretton School	5139	
3220	Lacon Childe School	4508	
3250	The Lakelands School	4002	
3300	Ludlow C.E. School	7050	
3320	The Grove School	11571	

Prop No.	Property Name	Floor Area m2	** Annual Cost
3355	William Brookes School	10,532	
3410	The Marches School	8438	
3480	The Mary Webb School (includes 5012)	6161	
3500	Rhyn Park School	5458	
3520	Idsall School (see 5020)	9306	
3530	Shrewsbury Sixth Form College	6010	
3533	Shrewsbury Sixth Form Library & Information Centre	1625	
3540	Shrewsbury Sixth Form College, Changing Rooms	78	
3550	The Priory School	6006	
3560	Wakeman School	6383	
3580	Belvidere School (see 1800) Includes Sports Centre	5066	
3610	The Sundorne School	5679	
3620	The Grange School (see 5031, 1890)	5367	
3640	Meole Brace School (see 5032)	8881	
3840	New College, Wellington	8876	
3890	Thomas Adams School (see 5080)	6551	
3900	Thomas Adams School	2782	
3910	Thomas Adams School, St Peter's Annexe	388	
3925	Thomas Adams School Boarding House	1800	
3930	Sir John Talbot's School	5876	
4031	Oswestry Sure Start	215	
4040	Sure Start Sunflower House	675	
4110	Owen House	336	
4200	Woodlands School, Wem (formerly Trench Hall)	1070	
4220	Woodlands School Bungalow	75	
4260A	Unit 1 Stanley Lane Ind Est, Bridgnorth	45	
4260C	Unit 2 Stanley Lane Ind Est, Bridgnorth	86.59	
4260D	Unit 3 Stanley Lane Ind Est, Bridgnorth	70.34	
4260E	Unit 5 Stanley Lane Ind Est, Bridgnorth	140.1	
4260F	Unit 7 Stanley Lane Ind Est, Bridgnorth	160.93	
4260G	Unit 9 Stanley Lane Ind Est, Bridgnorth	58.7	
4260H	Unit 10 Stanley Lane Ind Est, Bridgnorth	26.97	
4260J	Unit 11 Stanley Lane Ind Est, Bridgnorth	27	
4260K	Unit 12 Stanley Lane Ind Est, Bridgnorth	26.5	
4260L	Unit 13 Stanley Lane Ind Est, Bridgnorth	24.8	
4260N	Unit 15 Stanley Lane Ind Est, Bridgnorth	37.31	
4260P	Unit 16 Stanley Lane Ind Est, Bridgnorth	29.19	
4260Q	Unit 17 Stanley Lane Ind Est, Bridgnorth	28.67	
4260R	Unit 18 Stanley Lane Ind Est, Bridgnorth	unknown	
4260S	Unit 19 Stanley Lane Ind Est, Bridgnorth	391.01	
4260T	Unit 20 Stanley Lane Ind Est, Bridgnorth	165.58	
4420	T.C.A.T. (see 4770)	12122	
4510	The Gateway Arts & Education Centre	1526	
4511	Shropshire Music & Arts Centre	358	
4513	Radbrook Office Complex - Bourne House	1734	
4535	Hook-a-Gate Centre	127	
4590	Radbrook Office Complex - Walker House	491	
4600	Shrewsbury Centre	816	
4616	Bishops Castle Youth Office (see 3120)	47	
4620	Bridgnorth Youth Centre	346	
4630	Ludlow Youth Centre	386	
4645	Market Drayton Youth Centre	345	
4650	Centre North West	313	

Prop No.	Property Name	Floor Area m2	** Annual Cost
4660	Belmont Arts Centre	535	
4665	Bayston Hill Youth Office	28	
4670	Sundorne Youth Centre	1275	
4670A	Sundorne TMBSS (see 4670)	422	
4671	Harlescott Grange Youth Centre	388	
4676	Monkmoor Lodge Youth Centre	124	
4770	TCAT, Bennets Bank	1401	
4780	Whitchurch Centre North East	300	
4857	Ludlow Youth Office	55	
4910	Connexions - Oswestry	100	
4925	Connexions - Shrewsbury	520	
4975	Bishops Castle Community College Joint Use + SPARC Building	858	
4980	Bridgnorth Endowed School Joint Use (see 3150)	3258	
4990	Claverley C.E. Primary School Joint Use (see 0660)	99	
5000	Lacon Childe School Joint Use (see 3220)	676	
5005	Ellesmere Swimming Pool	557	
5012	Mary Webb Sports Centre (see 3480)	916	
5020	Idsall School Joint Use (see 3520)	1389	
5031	The Grange Sports Centre (see 3620)	848	
5031	The Grange Sports Centre, Shrewsbury - previously SABC083	849.73	
5032	Roman Road Sports Centre (see 3640)	905	
5032	Roman Road Sports Centre, Shrewsbury - previously SABC084	921.46	
5080	Thomas Adams School Joint Use (see 3890)	820	
5085	Sir John Talbot's Sports Hall	2123	
5150	Albrighton Fire Station	134	
5160	Baschurch Fire Station	133	
5170	Bishops Castle Fire Station	132	
5180	Bridgnorth Fire Station	369	
5190	Church Stretton Fire Station	152	
5200	Cleobury Mortimer Fire Station	115	
5210	Clun Fire Station	102	
5220	Craven Arms Fire Station	113	
5230	Ellesmere Fire Station	122	
5240	Hodnet Fire Station	134	
5250	Ludlow Fire Station	481	
5260	Market Drayton Fire Station	315	
5280	Much Wenlock Fire Station	115	
5285	Minsterley Fire Station	134	
5290	Newport Fire Station	253	
5300	Oswestry Fire Station	474	
5310	Prees Fire Station	224	
5320	Shrewsbury Fire Complex	4142	
5330	Stafford Park Central Fire Station	2641	
5340	Tweedale Fire Station	669	
5350	Wellington Fire Station	693	
5360	Wem Fire Station	152	
5370	Whitchurch Fire Station	231	
5400	Ludlow Education Centre for Adults	80	
5630	Albrighton Library	215	
5640	The Mary Webb Library	203	
5660	Bridgnorth Library	675	
5670	Broseley Library	175	
5680	Church Stretton Library	270	

Prop No.	Property Name	Floor Area m2	** Annual Cost
5690	Cleobury Mortimer Library	72	
5700	Extended Services Area Base, South	135	
5710	Ellesmere Library - see NSDC057	80	
5720	Gobowen Library	123	
5741	Ludlow Library & Museum	3048	
5760	Market Drayton The Clive Library	325	
5770	Much Wenlock Library	56	
5790	Oswestry Library	470	
5800	Pontesbury Library	68	
5820	Shifnal Library	166	
5880	Shropshire Information Service	1159	
5885	Shropshire Archives	1300	
5890	Castle Gates Library	1622	
5992	Wem Library & Learning Centre	305	
6000	Whitchurch Library	364	
6010	Acton Scott Agricultural Museum	642	
6030	Acton Scott School House	209	
6033	Atcham Museum Store	557	
6047	AONB Office	345	
6060	Ludlow Training Centre	450	
6060A	Ludlow TMBSS (see 6060)	195	
6062	The Kiosk	23	
6064	Cremorne Garden Toilets	28	
6070	Much Wenlock Museum	245	
6074	Mereside Cottage	60	
6076	Countryside Service Depot	153	
6080	South Shropshire Countryside Depot	630	
6086	Ellesmere Boathouse Restaurant	319	
6320	Shropshire County Council - The Shirehall	16899	
6330	Shropshire County Council - The Vicarage	358	
6370	The Chancery	1052	
6555	West Mercia Supplies Holsworth Park	5100	
6572	Chelmaren	398.97	
6580	Besford House Family Resource Centre	1245	
6582	Bradbury House	364	
6585	The Rowans Community Home	170	
6597	Community Home, 39 Riverdale Road	89	
6650	Victoria Centre - see 6655	655	
6652	Maesbury Metals	186	
6654	Oswestry Patchworks	95	
6655	Avalon Court - see 6650	264	
6665	Sabrina Court	181	
6675	Albert Road Day Centre	280	
6705	Ditton Priors Training Centre	619	
6725	Walford Greenacres Farm Training Centre	682	
6726	Bridgnorth Training Centre (Day Centre)	101	
6755	5 Lawley Gardens (Group Home)	87	
6765	Group Home, St Georges Street	66	
6766	Group Home, Redfern Close	53	
6770	Kempsfield Hostel	715	
6771	Aquamira	559	
6800	The Elms House Hostel	1007	
6800A	The Chippings	140	

Prop No.	Property Name	Floor Area m2	** Annual Cost
6801	Shrewsbury Group Home, 10 The Elms	87	
6810	The Grange Centre	480	
6811	Path House	238	
6838	Social Services Offices, St Michael's St	1029	
6882	Richmond House	780	
6884	The Haven Day Centre	1060	
6893	Meres Daycare Centre	383	
7140	Crowmoor House Eph	2343	
7211	Bradbury Day Centre	684	
7215	Disabled Loan Store	1217	
9200	Craven Arms Gypsy Site	115	
9210	Cross Houses Gypsy Site	7	
9220	Oswestry Gypsy Site	143	
9240	Prees Gypsy Site	204	
9307	Secret Hills Discovery Centre	1077	
9309	Theatre Severn, Shrewsbury	7026	
9421	Shropshire County Training - The Hollies	897	
9430	Radbrook Office Complex - Winston Churchill Building	1249	
9477	Fork Lift Training Centre	420	
9483	Hairdressers Training Salon	124	
9510A	Unit 1 Alveley Industrial Estate, Alveley	33.08	
9510B	Unit 2 Alveley Industrial Estate, Alveley	34.14	
9510C	Unit 3 Alveley Industrial Estate, Alveley	33.03	
9510D	Unit 4 Alveley Industrial Estate, Alveley	32.78	
9510E	Unit 5 Alveley Industrial Estate, Alveley	64	
9510F	Unit 6 Alveley Industrial Estate, Alveley	33.82	
9512	12 Business Park Units, Ellesmere - previously NSDC052	953.26	
9515	9 Industrial Starter Units (Civic Green), Whitchurch - previously NSDC051	759.07	
9520	Netherton Units, Alverley - previously BDC038	675.27	
9520A	Unit 6 Netherton Industrial Estate, Highley	259.48	
9520B	Unit 7 Netherton Industrial Estate, Highley	108.32	
9520C	Unit 8 Netherton Industrial Estate, Highley	93.98	
9520D	Unit 9 Netherton Industrial Estate, Highley	186.23	
9617	South Division, Craven Arms Office	625	
9788	Food Enterprise Centre	3807.27	
9910	Shropshire County Council	1602	
9920	Highways Maintenance Group, Bridgnorth	630	
9930	Highways Maintenance Group, Hodnet	560	
9950	Highways Maintenance Group, Oswestry	960	
BDC001	Bridgnorth District Council Offices	2546.46	
BDC002	Canern Brook	986.55	
BDC004	Store, Ash Grove, Albrighton	unknown	
BDC005	Council Garage, Westgate, Bridgnorth	unknown	
BDC007	Birch Meadow Playing Field Changing Room	138.5	
BDC008	High Street Toilets, Albrighton	28.87	
BDC009	Orchard Street Toilets, Highley	52	
BDC010	St John's Toilets, Bridgnorth	43.3	
BDC012	King Street Toilets, Much Wenlock	29.53	
BDC013	Market Place Toilets, Shifnal	51.4	
BDC014	Listley Street Toilets, Bridgnorth	105.5	
BDC015	St Mary's Lane Toilets, Much Wenlock	30.03	
BDC016	Dark Lane Toilets, Broseley	42.1	
BDC017	Innage Lane Toilets, Bridgnorth	43	

Prop No.	Property Name	Floor Area m2	** Annual Cost
BDC018	PC Somerfield, Much Wenlock	unknown	
BDC037	Former Pit Head, Alverley	unknown	
BDC037A	Bay 2 & 4 (Building 1) Alverley	unknown	
BDC074	Severn Valley County Park Toilets, Highley	unknown	
BDC074	Severn Valley County Park, Alveley	294.05	
BR019	Unit 1a Stanley Lane Ind Est, Bridgnorth	unknown	
BR045	Old Carpet Factory, Alveley Ind Estate	1614.57	
BR046	Lamproom Works, Alveley	476.07	
BR062	Unit 7 Alveley Industrial Estate, Alveley	unknown	
BR063	Unit 8 Alveley Industrial Estate, Alveley	unknown	
BR064	Unit 9 Alveley Industrial Estate, Alveley	unknown	
NSDC001	PC Cross Street, Ellesmere	51.6	
NSDC003	PC Towers Lawn, Market Drayton	94.5	
NSDC004	PC Prees Heath, Whitchurch	26.1	
NSDC005	PC High Street, Wem	37.5	
NSDC006	PC Brownlow Street, Whitchurch	38.2	
NSDC007	PC White Lion Meadow, Whitchurch	70.98	
NSDC008	Swimming Centre, Whitchurch	754.72	
NSDC009	Swimming Centre, Market Drayton	1859.95	
NSDC015	New Market Hall, Market Drayton	669.15	
NSDC016	Sports and Market Hall, Ellesmere	714.57	
NSDC020	Town Hall & Information Link, Wem	645.3	
NSDC047	Edinburgh House, Wem	3454.44	
NSDC049	6 Shop Units (Cheshire St), Market Drayton	unknown	
NSDC056	Pauls Moss Driving Test Centre (Dodington), Whitchurch	67.76	
NSDC084	Unit 4 Ploughmans Court, Ellesmere	63.9	
OBC001	Castle View Offices, Oswestry	2531.7	
OBC002	Castle View Annexe (34 Arthur Street), Oswestry	358.28	
OBC005	Castle Court, Oswestry	unknown	
OBC007	Leisure Centre, College Road, Oswestry	2606.84	
OBC008	Rhyn Park Sports Hall, Oswestry	616.47	
OBC009	Tourist Information Centre, Oswestry	166.14	
OBC010	Gatacre Pavillion, Oswestry	156.45	
OBC011	York Street/Upper Ash Road, Oswestry	1658.67	
OBC012	PC English Walls, Oswestry	101.2	
OBC013	PC Beatrice Street, Oswestry	83.4	
OBC030	Old Railway Station, Oswald Road, Oswestry	1055.29	
OBC300	62 Unicorn Road, Oswestry	65.42	
OBC302	48 Unicorn Road, Oswestry	95.9	
OBC303	50-60 Unicorn Road, Oswestry	72.46	
SABC020	Bear Steps - Coffee House, Shrewsbury	unknown	
SABC021	Bear Steps - Civic Society, Shrewsbury	unknown	
SABC023	16 - 18 Grafton Mews, Shrewsbury	214.59	
SABC025	146 Crowmere Road (Newsagent), Shrewsbury	63.39	
SABC026	148 Crowmere Road (Chip Shop), Shrewsbury	71.4	
SABC027	115/116 Frankwell (Ironworks), Shrewsbury	unknown	
SABC028	Guildhall, Shrewsbury	8272.56	
SABC045	PC Longden Road Cemetary, Shrewsbury	unknown	
SABC048	PC Raven Meadows Bus Station, Shrewsbury	62.31	
SABC054	PC Main Road, Pontesbury	11.2	
SABC056	Weeping Cross Depot, Shrewsbury	4559.51	
SABC068	Raven Meadows MSCP - Offices, Shrewsbury	unknown	
SABC073	Travel Centre, Shrewsbury	46.36	

Prop No.	Property Name	Floor Area m2	** Annual Cost
SABC074	Drivers Rest Room, Shrewsbury	46.56	
SABC078	Quarry Swimming Pool, Shrewsbury	5238.06	
SABC080	Quarry open air paddling pool changing rooms, Shrewsbury	72.5	
SABC081	Meole Brace Golf Club, Shrewsbury	244.61	
SABC082	London Road Sports, Shrewsbury	1657.46	
SABC085	Sports Village Sundorne, Shrewsbury	4302.92	
SABC086	Indoor Bowling Centre, Shrewsbury	unknown	
SABC091	Monkmoor Lodge - 140 Monkmoor Road, Shrewsbury	unknown	
SABC159	Regimental Museum Shrewsbury Castle	813.1	
SABC160	Coleham Pumping station, Shrewsbury	unknown	
SABC161	Rowleys House, Shrewsbury	unknown	
SABC163	Old Market Hall, Shrewsbury	278.33	
SABC164	Music Hall, Shrewsbury	3131	
SABC169	Longden Road Cemetery & Associated Buildings, Shrewsbury	157.26	
SABC174	Crematorium Offices, Shrewsbury	84.73	
SABC175	Cremetorium, Shrewsbury	413.55	
SABC177	35-43 Nettles Lane, Shrewsbury	unknown	
SABC181	Nettles Lane - Autotyres, Shrewsbury	unknown	
SABC210	Forest Way CCTV Centre, Shrewsbury	unknown	
SABC212	Bear Steps, Fish Street, Shrewsbury	unknown	
SABC227	Former Grafton Primary School, Shrewsbury	698.47	
SABC774	Shelton Cricket Club, Shrewsbury	unknown	
SADC001	Corve Street Offices, Ludlow	1753.49	
SADC003	Coder Road Depot, Ludlow	unknown	
SADC005	PC Station Street, Bishops Castle	30.5	
SADC006	PC Easthope Road, Church Stretton	35	
SADC008	PC High Street, Clee Hill	27	
SADC009	PC Eagle Lane, Cleobury Mortimer	24	
SADC010	PC Newcastle Road, Clun	22.8	
SADC011	PC Shrewsbury Road, Craven Arms	33.5	
SADC012	PC Castle Street, Ludlow	88.5	
SADC014	PC Snailbeach, Snai beach	476	
SADC015	PC Smithfield, Ludlow	28	
SADC044	Block A, Craven Arms	unknown	
SADC045	Blocks B & C, Craven Arms	unknown	
SADC046	Crowgate Childcare Centre, Craven Arms	unknown	
SADC047	Central Marches Business Development Centre - Units 1-7, Craven Arms	unknown	
SADC050	Registrars Office, Stonehouse, Ludlow - see SADC001	See SADC001	
SADC051	Enterprise House, Bishops Castle	1541.26	
SADC055	Aspire Centre & Workshops, Burford, Ludlow	unknown	
SADC056	Long Lane Industrial Centre, Craven Arms	351.32	
SADC057	Challenge Court, Bishops Castle	2287.28	
SADC058	Ludlow Business Park, Coder Road, Ludlow	308.07	
SADC059	Ludlow Business Park, Lingen Road, Ludlow	380.42	
SADC108	Bio-Digester, Ludlow Business Park, Coder Road, Ludlow	797.01	

total 461 properties - 18/08/10

Prop No.	Property Name	Floor Area m2	** Annual Cost
----------	---------------	---------------	----------------

Housing Communal Areas

Bridgnorth

	Greenfields Court, Bridgnorth, WV16 4HF	unknown	
	Sheldon Court, Albrighton, WV16 4JS	unknown	
	2 Arden Way, Alverley	unknown	
	73 Rea Hall, Highley	unknown	
	10 Wi kins Close, Highley	unknown	
	Wilkinson Avenue, Broseley	unknown	
	Pinefields Close, Much Wenlock	unknown	
	12 Beach Road, Bridgnorth	unknown	
	12 Walker Close, Lodge Lane, Bridgnorth	unknown	

Oswestry

	Monkmoor Court, Oswestry	unknown	
--	--------------------------	---------	--

Overall

**Cold Water Storage Tank Clean & Chlorinate
During the period 1st April 2011 to 31st March 2012
With Reviews & Extensions Until 31st March 2015**

Rates for a TWO MAN TEAM:

Hourly rate during normal working day - £.....

Hourly rate for Saturday working - £.....

Hourly rate for Sunday working - £

Any special conditions applicable to overtime working

.....

Mile Rate (pence per mile) -

Quarterly Shower Head Clean - £ Each

Company Name:

Signature:

Name:

Date:

Prop No.	Property Name	Floor Area m2	** Annual Cost
----------	---------------	------------------	----------------

NOTE: ** Annual Cost - will be divided by 12 to obtain the monthly invoice value

Personal Information

Waterchem Ltd
Unit 2c,
Derwent Close,
Warndon,
Worcester
WR4 9TY

25 January 2011

Tel: (01743) 252993

nd/crb rmc126

Fax: (01743) 255901

Please ask for:

Email:

Dear Sirs

**RMC 087(1) - WATER SYSTEMS MONITORING & INSPECTION
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

We confirm that your tender dated 12 January 2011 is accepted on behalf of Shropshire Council Subject to Contract and to the successful expiry of the mandatory standstill period as follows:-

- The provision of water systems monitoring and inspection services for Shropshire Council in accordance with the specification and property schedule documents.
- The agreed rates set out in your completed 'Quotation Sheet' submitted with your tender 12 January 2011.
- The contract will run for an initial period of 12 months commencing on 1st April 2011 with the option to extend for up to a further 3 years.

This acceptance is subject to tender, the successful expiry of the mandatory standstill period being 7th February 2011 and to the final agreement of terms and conditions between the parties.

Please can you now liaise with _____, Senior Technical Support Engineer, Property Services, Shropshire Council, tel. 01743 253 408.

Should you have any queries in respect of this acceptance, please contact our colleague on telephone number 01743 252 993.

Yours sincerely,

Personal Information

Head of Property Services
Property Services Property

Technical Support Manager
Services