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**Contract notice**  
(Directive 2004/18/EC)

## Section I : Contracting authority

### I.1) Name, addresses and contact point(s):

Official name: [Shropshire Council](#)

National ID: *(if known)*

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

Town: [SHREWSBURY](#)

Postal code: [SY2 6ND](#)

Country: [United Kingdom \(UK\)](#)

Contact point(s):

Telephone: [+44 1743252993](#)

For the attention of: [Nigel Denton, Procurement Manager](#)

E-mail: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Fax: [+44 1743255901](#)

**Internet address(es):** *(if applicable)*

General address of the contracting authority/entity: *(URL)* [www.Shropshire.gov.uk](http://www.Shropshire.gov.uk)

Address of the buyer profile: *(URL)*

Electronic access to information: *(URL)*

Electronic submission of tenders and requests to participate: *(URL)*

**Further information can be obtained from**

- The 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 from**

- The above mentioned contact point(s)  Other (please complete Annex A.II)

**Tenders or requests to participate must be sent to**

- The above mentioned contact point(s)  Other (please complete Annex A.III)

### I.2) Type of the contracting authority

- Ministry or any other national or federal authority, including their regional or local sub-divisions
- National or federal agency/office
- Regional or local authority
- Regional or local agency/office
- Body governed by public law
- European institution/agency or international organisation
- Other: *(please specify)*

### I.3) Main activity

- General public services
- Defence

- Public order and safety
- Environment
- Economic and financial affairs
- Health
- Housing and community amenities
- Social protection
- Recreation, culture and religion
- Education
- Other: *(please specify)*

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

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

yes  no

*information on those contracting authorities can be provided in Annex A*

## Section II : Object of the contract

### II.1) Description :

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

IMC 060 - The maintenance of emergency lighting

#### 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"/> Works   | <input type="radio"/> Supplies                  | <input checked="" type="radio"/> Services  |
| <input type="checkbox"/> Execution  | <input type="checkbox"/> Purchase               | Service category No: <b>1</b>              |
| <input type="checkbox"/> Design and execution   | <input type="checkbox"/> Lease                  | Please see Annex C1 for service categories |
| <input type="checkbox"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities | <input type="checkbox"/> Rental                 |  |
|   | <input type="checkbox"/> Hire purchase          |  |
|   | <input type="checkbox"/> A combination of these |  |

Main site or location of works, place of delivery or of performance :

Shropshire

NUTS code:

#### II.1.3) Information about a public contract, a framework agreement or a dynamic purchasing system (DPS):

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

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

- Framework agreement with several operators       Framework agreement with a single operator

Number :

or

(if applicable) maximum number :                      of participants to the framework agreement envisaged

#### Duration of the framework agreement

Duration in years :                      or    in months :

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 : (if known)

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

The contract shall comprise of the annual inspection, servicing and repair of all self-contained emergency luminaires, emergency illuminated signs and emergency central battery units together with connected luminaires, on premises owned by or in the control of the Shropshire Council.  
 In the first instance competitive fixed unit cost tenders are being invited for the period 1 April 2013 - 31 March 2014, thereafter the contract may be extended annually for a further four years subject to satisfactory performance during the contract year and the submission of an acceptable tender.

**II.1.6) Common procurement vocabulary (CPV) :**

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	31518200	

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

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

**II.1.8) Lots:** (for information about lots, use Annex B as many times as there are lots)

This contract is divided into lots:  yes  no

(if yes) Tenders may be submitted for

one lot only

one or more lots

all lots

**II.1.9) Information about variants:**

Variants will be accepted :  yes  no

**II.2) Quantity or scope of the contract :**

**II.2.1) Total quantity or scope :** (including all lots, renewals and options, if applicable)

[See tender documents](#)

(if applicable, give figures only)

Estimated value excluding VAT : 533145.00 Currency : GBP

or

Range: between : : and : : Currency :

**II.2.2) Information about options :** (if applicable)

Options :  yes  no

(if yes) Description of these options :

(if known) Provisional timetable for recourse to these options :

in months : or in days : (from the award of the contract)

**II.2.3) Information about renewals :** (if applicable)

This contract is subject to renewal:  yes  no

Number of possible renewals: (if known) or Range: between : and:

(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:

in months: or in days: (from the award of the contract)

**II.3) Duration of the contract or time limit for completion:**

Duration in months :                    or in days:                    (from the award of the contract)  
or  
Starting: 01/04/2013 (dd/mm/yyyy)  
Completion: 31/03/2018 (dd/mm/yyyy)

## 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 documentation](#)

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

[See tender documentation](#)

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

[Joint and severable liability](#)

#### III.1.4) Other particular conditions: *(if applicable)*

The performance of the contract is subject to particular conditions :  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 the requirements are met:

[See tender documentation](#)

#### III.2.2) Economic and financial ability:

Information and formalities necessary for evaluating if the requirements are met:

[See tender documentation](#)

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

#### III.2.3) Technical capacity:

Information and formalities necessary for evaluating if the requirements are met:

[See tender documentation](#)

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

#### III.2.4) Information about reserved contracts: *(if applicable)*

The contract is restricted to sheltered workshops

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

### III.3) Conditions specific to services contracts:

#### III.3.1) Information about a particular profession:

Execution of the service is reserved to a particular profession:  yes  no

*(if yes) Reference to the relevant law, regulation or administrative provision :*

[See III.2.3 above](#)

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

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service:  yes  no

**Section IV : Procedure**

**IV.1) Type of procedure:**

**IV.1.1) Type of procedure:**

- Open
- Restricted
- Accelerated restricted      Justification for the choice of accelerated procedure:

- Negotiated      Some candidates have already been selected (if appropriate under certain types of negotiated procedures) :  yes  no  
(if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information)
- Accelerated negotiated      Justification for the choice of accelerated procedure:

- 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:      and *(if applicable)* maximum number  
Objective criteria for choosing the limited number of candidates:

**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

**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.	



Criteria	Weighting	Criteria	Weighting
5.		10.	

#### IV.2.2) Information about electronic auction

An electronic auction will be used  yes  no

(if yes, if appropriate) Additional information about electronic auction:

#### IV.3) Administrative information:

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

IMC 060

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

yes  no

(if yes)

Prior information notice  Notice on a buyer profile

Notice number in the OJEU: of: (dd/mm/yyyy)

Other previous publications (if applicable)

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

Time limit for receipt of requests for documents or for accessing documents

Date: 07/02/2013 Time:

Payable documents  yes  no

(if yes, give figures only) Price: Currency:

Terms and method of payment:

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

Date: 08/02/2013 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:

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

Any EU official language

Official EU language(s):

EN

Other:

**IV.3.7) Minimum time frame during which the tenderer must maintain the tender:**

until: :

or

Duration in months :                      or in days :                      (from the date stated for receipt of tender)

**IV.3.8) Conditions for opening of tenders:**

Date :                      (dd/mm/yyyy)    Time

*(if applicable)* Place:

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

yes     no

*(if yes)* Additional information about authorised persons and opening procedure:

## Section VI: Complementary information

### VI.1) Information about recurrence: *(if applicable)*

This is a recurrent procurement :  yes  no

*(if yes)* Estimated timing for further notices to be published:

5 years

### VI.2) Information about European Union funds:

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

*(if yes)* Estimated timing for further notices to be published:

### VI.3) Additional information: *(if applicable)*

The contracting authority reserves the right not to award a contract or to award any option(s) it so wishes.

Closing date for receipt of tenders is 12 noon, 8 February 2013. Applicants wishing to tender for this requirement should request a tender pack in writing or by email to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk) as set out in para 1.1 above.

### VI.4) Procedures for appeal:

#### VI.4.1) Body responsible for appeal procedures:

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

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

#### Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

#### VI.4.2) Lodging of appeals: *(please fill in heading VI.4.2 or if need be, heading VI.4.3)*

The Contracting Authorities 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. 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).

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

Official name: [See VI.4.2 above](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: (*URL*)

**VI.5) Date of dispatch of this notice:**

[11/12/2012](#) (*dd/mm/yyyy*) - ID:2012-170696

**Annex A**  
**Additional addresses and contact points**

**I) Addresses and contact points from which further information can be obtained**

Official name: National ID: *(if known)*  
Postal address:  
Town: Postal code: Country:  
Contact point(s): Telephone:  
For the attention of:  
E-mail: Fax:  
Internet address: *(URL)*

**II) Addresses and contact points from which specifications and additional documents can be obtained**

Official name: National ID: *(if known)*  
Postal address:  
Town: Postal code: Country:  
Contact point(s): Telephone:  
For the attention of:  
E-mail: 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](#) National ID: *(if known)*  
Postal address: [Shirehall, Abbey Foregate](#)  
Town: [Shrewsbury](#) Postal code: [SY2 6ND](#) Country: [United Kingdom \(UK\)](#)  
Contact point(s): Telephone: [+44 1743252993](#)  
For the attention of: [Democratic Services Manager, Legal & Democratic Services](#)  
E-mail: Fax: [+44 1743255901](#)  
Internet address: *(URL)*

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

Official name National ID ( if known ):  
Postal address:  
Town Postal code  
Country

----- (Use Annex A Section IV as many times as needed) -----

**Annex B**  
**Information about lots**

**Title attributed to the contract by the contracting authority**

**Lot No :**                      **Lot title :**

**1) Short description:**

**2) Common procurement vocabulary (CPV):**

Main vocabulary:

**3) Quantity or scope:**

(if known, give figures only) Estimated cost excluding VAT:

Currency:

or

Range: between :

and:

Currency:

**4) Indication about different date for duration of contract or starting/completion: (if applicable)**

Duration in months :                      or in days :                      (from the award of the contract)

or

Starting:                      (dd/mm/yyyy)

Completion:                      (dd/mm/yyyy)

**5) Additional information about lots:**

**Annex C1 – General procurement**  
**Service categories referred to in Section II: Object of the contract**  
**Directive 2004/18/EC**

<b>Category No [1]</b>	<b>Subject</b>
1	Maintenance and repair services
2	Land transport services [2], including armoured car services, and courier services, except transport of mail
3	Air transport services of passengers and freight, except transport of mail
4	Transport of mail by land [3] and by air
5	Telecommunications services
6	Financial services: a) Insurances services b) Banking and investment services [4]
7	Computer and related services
8	Research and development services [5]
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services [6] and related services
12	Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services
<b>Category No [7]</b>	<b>Subject</b>
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services [8]
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services [9]
27	Other services

1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.

2 Except for rail transport services covered by category 18.

3 Except for rail transport services covered by category 18.

4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

- 5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.
- 6 Except arbitration and conciliation services.
- 7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.
- 8 Except employment contracts.
- 9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.



## Commissioning & Procurement

Shirehall, Abbey Foregate  
Shrewsbury, SY2 6ND



date as email

**Tel:** (01743) 252993

**Fax:** (01743) 255901

Please ask for: **Mr N Denton**

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Sirs

### **IMC 060 – EMERGENCY LIGHTING**

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

1. Instructions for Tendering
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Tender Label
5. Tender Specification including Appendix A Service Schedule
6. HAZRA

Tenders should be made on the enclosed Tender Specification and 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 for Tendering'. 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 Friday 08<sup>th</sup> February 2013**, 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 facsimilie 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 11 December 2012 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



Nigel Denton  
Procurement Manager  
Commissioning & Procurement  
Enc



# **INSTRUCTIONS FOR TENDERING**

***IMC 060 – Maintenance of  
Emergency Lighting***

## Shropshire Council Instructions for tendering

### **Contract Description:**

The contract shall comprise of the annual inspection, servicing and repair of all self-contained emergency luminaires, emergency illuminated signs and emergency central battery units together with connected luminaires, on premises owned by or in the control of the Shropshire Council.

In the first instance competitive fixed unit cost tenders are being invited for the period 1 April 2013 - 31 March 2014, thereafter the contract may be extended annually for a further four years subject to satisfactory performance during the contract year and the submission of an acceptable tender.

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## **1.0 Invitation to Tender**

- 1.1** You are invited to tender for the provision of emergency lighting as detailed in the Tender Response Document. The contract/framework will be for an initial period of **one year** commencing on the **01 April 2013** with the option to extend up to the **31 March 2018**.
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

## **2.2 Terms and Conditions**

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services

### **3.0 Preparation of Tenders**

#### **3.1 Completing the Tender Response Document**

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

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

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

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

#### **3.2 Tender Preparation and Costs**

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

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

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

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

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

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

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.

### **3.4 Warranty**

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

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

## **4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, Friday 08<sup>th</sup> February. One hard copy and one CD copy of your Tender Response Document must be returned.**
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4** Tenderers should note that their Tender must remain open and valid and capable



of acceptance for a period of at least 90 days.

**4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

**4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

## **5.0 Variant Bids**

**5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

**5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

**5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

## **6.0 Tender Evaluation**

**6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

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

## **7.0 Clarifications**

- 7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2 Any queries arising in relation to this invitation to tender should be raised in writing with [REDACTED], Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: [REDACTED] (fax: 01743 255901) (email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)) quoting the contract reference and title.
- 7.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4 All queries should be raised as soon as possible (in writing), in any event not later than **Friday 01<sup>st</sup> February**.
- 7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

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

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

**8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

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

## **9.0 Confidentiality**

**9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

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

**9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

**9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:

**9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

**9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

**9.7 Transparency of Expenditure**

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

**10.0 Freedom of Information**

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

## **11.0 Disqualification**

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
  - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
  - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

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

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

## **12.0 E-Procurement**

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

## **13.0 Award of Contract**

### **13.1 Award Criteria**

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

### **13.2 Award Notice**

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

### **13.3 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in

accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

#### **14.0 Value of Contract**

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

#### **15.0 Acceptance**

**15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

**15.2** The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

#### **16.0 Payment Terms**

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

#### **17.0 Liability of Council**

**17.1** The Council does not bind himself to accept the lowest or any tender.

**17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

**17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

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

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

**18.0 Declaration**

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

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....



# **SHROPSHIRE COUNCIL**

## **GENERAL TERMS AND CONDITIONS**

**FOR THE SUPPLY OF**

**GOODS SERVICES AND WORKS**

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

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

## 1. **DEFINITIONS**

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

<b>'Agreement'</b>	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
<b>“Council Data”</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
<b>"Council Software"</b>	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
<b>"Council System"</b>	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
<b>“Council Representative”</b>	the representative appointed by the Council
<b>"Council"</b>	means Shropshire Council
<b>“Commercially Sensitive Information”</b>	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
<b>“Confidential Information”</b>	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets,

	know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
<b>"Contractor"</b>	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
<b>"Contractor Equipment"</b>	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
<b>"Contractor Software"</b>	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
<b>"Contractor System"</b>	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
<b>"Contractor Personnel"</b>	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
<b>"Data Controller"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Processor"</b>	shall have the same meaning as set out in the Data Protection Act 1998
<b>"Data Protection Legislation"</b>	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
<b>"Data Subject"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"EIR"</b>	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
<b>"Exempt Information"</b>	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)
<b>"FOIA"</b>	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
<b>"FOIA notice"</b>	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner

<b>“Form Agreement” of</b>	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
<b>“Goods”</b>	means all goods specified in the Agreement.
<b>“Hazardous Goods”</b>	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).
<b>“Information”</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Intellectual Property Rights"</b>	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
<b>“Law”</b>	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
<b>“Malicious Software”</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>“Packages”</b>	includes bags, cases, cylinders, drums, pallets and other containers
<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>“Price”</b>	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
<b>“Public body”</b>	as defined in the FOIA 2000
<b>'Purchase Order'</b>	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
<b>“Receiving Party”</b>	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
<b>“Regulatory Bodies”</b>	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
<b>“Request for Information” of</b>	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
<b>"Security Policy"</b>	the Council's security policy as updated from time to time;
<b>“Services”</b>	means any and all of the services to be provided by the

	Contractor under this Agreement including those set out in any schedules or service descriptions.
<b>"Software"</b>	Specially Written Software, Contractor Software and Third Party Software;
<b>"Specially Written Software"</b>	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
<b>"Third Party Software"</b>	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
<b>"Working Day"</b>	any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>"Works"</b>	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
<b>'Writing'</b>	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

## **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 Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

### **4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES**

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

### **5. PRICE AND PAYMENT**

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.
- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure

that their bank account details are provided to the Council at least 45 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.

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



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

## **7. LOSS OR DAMAGE IN TRANSIT**

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

## **8. INSPECTION**

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

## **9. REJECTION**

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection

and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

## **10. TITLE - PASSING PROPERTY**

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

## **11. THE COUNCIL'S OBLIGATIONS**

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;

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

## **12. WARRANTIES**

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

## **13 INDEMNIFICATION**

- 13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.
- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

## **14. TERMINATION AND CANCELLATION**

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

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

## **15. ANTI-BRIBERY AND CORRUPTION (W) (Z)**

15.1 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:

- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage 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
- b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
- c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

## **16. INTELLECTUAL PROPERTY RIGHTS**

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

16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.

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

## **17. INDEPENDENT CONTRACTORS**

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

## **18. SEVERABILITY**

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

## **19. ASSIGNING AND SUB-CONTRACTING**

19.1 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.

19.2 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.

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

## **20. WAIVER**

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

## **21. HAZARDOUS GOODS**

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

## **22. NOTICES**

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

## **23. CONFIDENTIALITY (W) (Z)**

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.

- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
  - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
  - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
  - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
  - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
  - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's

Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.

23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

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

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

23A. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.

23A. Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.

23A. The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

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

**24. COUNCIL DATA**

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

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

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

24.4 The Contractor shall take responsibility for preserving the integrity of Council



Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.

- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
  - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
  - c) Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
  - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
  - 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

## **25. PROTECTION OF PERSONAL DATA**

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
  - 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
  - 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
  - 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
  - 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;
  - 25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
  - 25.2.8 notify the Council (within five Working Days) if it receives:
    - a) a request from a Data Subject to have access to that person's Personal Data; or
    - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;
  - 25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
  - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
  - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
  - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and
- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

## **26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS**

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

- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
- 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
  - 26.3.1 all information requested by the Council within the permitted scope of the audit;
  - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
  - 26.3.3 access to Contractor Personnel
- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

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

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

**28. INSURANCE**

- 28.1 The Contractor shall 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.

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

**29. EQUALITIES (W) (Z)**

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.

- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .

- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

**30. HUMAN RIGHTS (W) (Z)**

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



**38. ENTIRE AGREEMENT**

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

**39. FORCE MAJEURE**

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

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

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

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

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

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

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

terms of this Agreement and by law):-

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

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

#### **40. GOVERNING LAW AND JURISDICTION (W)**

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

#### **41. COMPLAINTS PROCEDURE (W) (Z)**

41.1 The 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:

41.1.1 is easy to access and understand

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

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

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

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

41.2 The Contractor shall ensure that:

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

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



the investigation

- 41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations
- 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 41.3 The Contactor will make its complaints procedure available on request
- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully 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.

## **42 DISPUTES**

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

endeavors to resolve the dispute within 21 days of receipt of such notice

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

**43     STAFFING SECURITY**

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

**44     SECURITY REQUIREMENTS**

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



## HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

**Table 5 'A' - Maintenance, Cleaning, Repair, Alteration and Dismantling**

<b>Client:</b>	Shropshire Council	<b>HAZRA Rev. No:</b>		<b>Date:</b>	Oct-12
<b>Project:</b>	Contract Maintenance Tender No: IMC 060	<b>Revised by:</b>	[REDACTED]	<b>Copied to:</b>	
<b>Project Ref</b>	Maintenance of Emergency Lighting				

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	Maintenance contractors and Site personnel	High	Scaffolding and ladder steps to be utilised during contract maintenance works	Start of contract Main Contractors H&S Plan	Low
<b>N.B. Make reference to SiD notes:</b> 1002 H10.001 & 2 H20.001 T10.002 T20.008 & 9 T20.010 (n.y.a) T20.012 T20.015 T30.001	Falls through fragile materials	Maintenance contractors	High	Walkways to be clearly identified	Start of contract Main Contractors H&S Plan	Medium
	Live services - Overhead or internal/underground  Electrocution/ asphyxiation/etc	Maintenance contractors	High	Record drawings, O&M manuals, marking of services with tape colour coding	Start of contract Main Contractors H&S Plan	Low
	Fire/explosion					

Contact with moving vehicles on plant	Maintenance contractors and Site personnel	High	Routes to be clearly identified	Start of contract Main Contractors H&S Plan	Low
Heavy lifting	Maintenance contractors	Low	Appropriate lifting techniques to be used. Consumables and spare components to be available in modular form.	Start of contract Main Contractors H&S Plan	Low
Manual handling / musculo-skeletal injuries	Maintenance contractors	Low	Appropriate lifting techniques to be used and mechanical plant to be used for heavy items	Start of contract Main Contractors H&S Plan	Low
Harm from potentially hazardous products including dusts, fumes and vapours	Maintenance contractors	Low	Appropriate personnel protection to be used i.e. masks goggles barrier creams. COSHH data sheets to be provided with O&M manuals	Start of contract Main Contractors H&S Plan	Low
Harm from asbestos-based materials remaining	Maintenance contractors	Medium	Asbestos register to be inspected and confirmed by signature at each site and per each visit by each employee	Start of contract Main Contractors H&S Plan	Low

	Confined spaces/ basements/ confined areas	Maintenance contractors	Medium	Site Induction Training Supervision and clear method of communication	Start of contract Main Contractors H&S Plan	Low
	Uncontrolled collapse	N/A	N/A	N/A	N/A	
	Hazardous elements remaining	N/A	N/A	N/A	N/A	N/A
	Fire / explosion	Maintenance contractors	Low	Site Induction Training Supervision Signage Segregation of work areas and storage of flammable liquids	Start of contract Main Contractors H&S Plan	Low
<b>Other</b>	Potential Health and Safety risks caused by lack of communication	All	High	Site Health and Safety File Agree clear lines of communication on each site	Start of contract Main Contractors H&S Plan	Low









**SHROPSHIRE COUNCIL – TENDER NO IMC 060– EMERGENCY LUMINAIRE MAINTENANCE  
SERVICING SCHEDULE**

In order to maintain the Emergency Lighting System in its optimum condition, the Client should ensure that maintenance of the system is undertaken by an approved contractor.

Item No	Item	Action	Notes	Comments
1	General	All equipment shall be inspected, tested and maintained in strict accordance with BS7671; BS5266-1 2011; BS5266-8 2004.	Ensure that a log book is in possession of the Site Manager, Site Manager/Representative Obtain drawing prior to site visit – available from Deby Arrowsmith Tel: 01743 255658. E-mail: debbie.arrowsmith@shropshire.gov.uk	<b>APPENDIX A</b>
2	Personnel Competencies	The Contractor shall employ a competent approved electrician who has completed a recognised updating of the 17 <sup>th</sup> Edition of the Wiring Regulations Course to C&G 2382 (C&G 2382-20 or 2381-10) standard or equivalent and either an Electrical Testing Course to C&G 2391 (C&G 2392) standard or C&G 240 to undertake the testing. A person of equal competence shall supervise the work.	Original C&G certificates shall be provided at the request of the authority.	
3	Testing - A1	Annually carry out the following tests:  a) Switch on in the emergency mode each luminaire and each internally illuminated exit sign from its battery by simulation of failure of the supply to the normal lighting for a period sufficient to ensure that each lamp is illuminated. During this period, all luminaires and signs shall be checked to ensure that they are present, clean and functioning correctly. At the end of this test period, the supply to the normal lighting should be restored and any indicator lamp or device checked to ensure that it is showing that the normal supply has been restored.  Continued.....  b) in addition to a), for central battery systems, the correct operation of system monitors shall be checked.  c) in addition to a), for generating sets, refer to the requirements of ISO 8528-12	All tests shall be recorded in the site log book.  Report any faults to Client.	
4	Testing	Annually:  In addition to the tests carried out under item 3 carry out the following tests:  a) each luminaire and internally illuminated sign shall be tested as per the monthly test but for its full rated duration in accordance with the manufacturers information	Ensure that this test is carried out at such a time as to ensure that the recharge time is allowed for when building has least occupancy. All tests shall be recorded in the site log book	

INDICATIVE SCHEDULE ONLY DO NOT USE



Shropshire Council  
Property Maintenance Group  
The Shirehall  
Abbey Foregate  
SHREWSBURY  
Shropshire  
SY2 6ND

## Emergency Lighting Order By Property Number

This report has been produced on the [genes1s] Property Management System maintained by Shropshire County Council Property Maintenance Group. Any queries concerning the concurrency or interpretation of the data should be referred to Property Maintenance Group, Shropshire County Council

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Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
0050	Sure Start Gittin Street Woodside Oswestry Shropshire SY11 1DT Tel : [REDACTED]	0	0	11	20/04/2012	19/11/2007		[REDACTED]
0170	Adderley C.E. Primary School Adderley Market Drayton Shropshire TF9 3TF Tel : [REDACTED]	0	0	23	13/10/2011	04/12/2007		[REDACTED]
0180	St Mary's C.E. (Controlled) Primary School Shaw Lane Albrighton Wolverhampton WV7 3DS Tel : [REDACTED]	0	0	11	01/11/2011	26/02/2008		[REDACTED]
0200	Albrighton Primary School (formerly Junior) Newhouse Lane Albrighton Wolverhampton WV7 3QS Tel : [REDACTED]	0	0	73	02/11/2011	26/02/2008		[REDACTED]
0230	Alveley Primary School Daddlebrook Road Alveley Bridgnorth Shropshire WV15 6JT Tel : [REDACTED]	0	0	47	24/11/2011	28/02/2008		[REDACTED]

Property Number	Name/Address/Tei	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
0340	Bishop's Castle Primary School Oak Meadow Bishops Castle SY9 5AY Tel : 01588/638522	0	0	28	16/09/2011	26/03/2008		
0380	Castlefields Primary School Castlefields Bridgnorth Shropshire WV16 5DQ Tel : 01746/764072	0	0	11	15/11/2011	20/11/2007		
0390	St John's Catholic Primary School Innage Gardens Bridgnorth Shropshire WV16 4HW Tel : 01746/762061	0	0	43	16/11/2011	27/02/2008		
0400	St Leonard's C.E. Primary School Innage Lane Bridgnorth Shropshire WV16 4HL Tel : 01746/762781	0	0	28	16/11/2011	27/02/2008		
0430	Brockton C.E. Primary School Brockton Much Wenlock Shropshire TF13 6JR Tel : 01746 785671	0	0	36	24/11/2011			

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
0440	Broseley C.E. Primary School Dark Lane Broseley Telford TF12 5LW Tel : 01952/882673	0	0	16	24/11/2011	26/02/2008		
0460	John Wilkinson Primary School Coalport Road Broseley Telford TF12 5AN Tel : 01952/882950	0	0	9	30/11/2011	09/10/2007		
0470	St. Mary's C.E. (Aided) Primary School Bucknell Ludlow Shropshire SY7 0AA Tel : 01547/530264	0	0	17	14/12/2011	28/02/2008		
0500	Burford C.E. Primary School Forresters Road Burford Tenbury Wells Worcestershire WR15 8AT Tel : 01584 810244	0	0	12	08/11/2011	04/03/2008		
0520	Caynham C.E. Primary School  Caynham Ludlow Shropshire SY8 3BJ Tel : 01584 873245	0	0	6	22/10/2010	05/03/2008		

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
0640	St Lawrence C.E. Primary School Shrewsbury Road Church Stretton Shropshire SY6 6EX Tel : [REDACTED]	0	0	10	20/10/2011	23/01/2008		[REDACTED]
0642	St Lawrence C.E. Primary School Swimming Pool Shrewsbury Road Church Stretton Shropshire SY6 6EX Tel : [REDACTED]	0	0	6	20/10/2011	23/01/2008		[REDACTED]
0660	Claverley C.E. Primary School Claverley Wolverhampton Staffordshire WV5 7DT Tel : [REDACTED]	0	0	52	16/11/2011	28/02/2008		[REDACTED]
0670	Clee Hill Community Primary School Clee Hill Ludlow Shropshire SY8 3JG Tel : [REDACTED]	0	0	31	07/11/2011	05/03/2008		[REDACTED]
0720	Clunbury C.E. Primary School  Clunbury Craven Arms Shropshire SY7 0HE Tel : [REDACTED]	0	0	0	12/12/2011			[REDACTED]



Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
0760	Corvedale C.E. Primary School Diddlebury Craven Arms Shropshire SY7 9DH Tel : [REDACTED]	0	0	16	20/10/2011	27/02/2008		[REDACTED]
0780	Criffins C.E. (Controlled) Primary School Dudleston Heath Ellesmere Shropshire SY12 9LT Tel : [REDACTED]	0	0	15	29/06/2012			[REDACTED]
0825	Brown Clee C.E. Primary School Station Road Ditton Priors Bridgnorth Shropshire WV16 6SS Tel : [REDACTED]	0	0	19	21/11/2011	03/03/2008		[REDACTED]
0910	Ellesmere Primary School Elson Road Ellesmere Shropshire SY12 0BE Tel : [REDACTED]	0	0	4	29/06/2012	10/10/2007		[REDACTED]
0940	Gobowen Primary School School Lane Gobowen Oswestry Shropshire SY11 3LD Tel : [REDACTED]	0	0	24	25/04/2012	06/11/2006		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
0960	Hadnall C.E. (Controlled) Primary School Astley Lane Hadnall Shrewsbury SY4 4BE Tel : [REDACTED]	0	0	13	17/06/2009	12/11/2007		[REDACTED]
0970	St Thomas & St Annes C.E. Primary School Hanwood Shrewsbury SY5 8JN Tel : [REDACTED]	0	0	13	15/05/2012	15/01/2008		[REDACTED]
1030	Hodnet Primary School Shrewsbury Street Hodnet Market Drayton Shropshire TF9 3NS Tel : [REDACTED]	0	0	10	13/10/2011	28/11/2007		[REDACTED]
1080	Hope C.E. Primary School Hope Minsterley Shrewsbury SY5 0JB Tel : [REDACTED]	0	0	11	17/05/2012	11/10/2007		[REDACTED]
1120	Ifton Heath Primary School Overton Road St Martins Oswestry Shropshire SY11 3DH Tel : [REDACTED]	0	0	21	25/04/2012	07/11/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
1160	Kinlet C.E. Primary School Kinlet Bewdley Worcestershire DY12 3BG Tel : [REDACTED]	0	0	6	22/11/2011	20/11/2007		[REDACTED]
1200	Longden C.E. Primary School Plealey Road Longden Shrewsbury SY5 8EX Tel : [REDACTED]	0	0	25	20/06/2012			[REDACTED]
1220	Lower Heath C.E. (Controlled) Primary School Lower Heath Prees Shropshire SY13 2BT Tel : [REDACTED]	0	0	26	01/12/2011			[REDACTED]
1235	St Laurence C.E. Primary School Jockeyfields Ludlow Shropshire SY8 1TP Tel : [REDACTED]	1	12	31	08/11/2011	07/03/2008	07/03/2008	[REDACTED]
1240	Ludlow Infant School Sandpits Road Ludlow Shropshire SY8 1HG Tel : [REDACTED]	0	0	20	10/11/2011	05/03/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
1300	Longlands Primary School Linden Way Fairfields Market Drayton Shropshire TF9 1QU Tel : [REDACTED]	0	0	43	13/10/2011	30/11/2007		[REDACTED]
1310	Market Drayton Infant And Nursery School Longslow Road Market Drayton Shropshire TF9 3BA Tel : [REDACTED]	0	0	49	17/10/2011	18/03/2008		[REDACTED]
1320	Market Drayton Junior School Alexandra Road Market Drayton Shropshire TF9 3HU Tel : [REDACTED]	0	0	134	12/10/2011	30/11/2007		[REDACTED]
1370	Moreton Say C.E. (Controlled) Primary School  Moreton Say Market Drayton Shropshire TF9 3RS	0	0	0				[REDACTED]
1410	Much Wenlock Primary School Racecourse Lane Much Wenlock Shropshire TF13 6JG Tel : [REDACTED]	0	0	0				[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
1420	Myddle C.E. Primary School Myddle Shrewsbury SY4 3RP Tel : [REDACTED]	0	0	11	29/05/2012			[REDACTED]
1430	St Andrew's C.E. (Voluntary Controlled) Primary School Nesscliffe Shrewsbury SY4 1DB Tel : [REDACTED]	0	0	7	23/09/2011			[REDACTED]
1440	Newcastle C.E. Primary School  Newcastle Craven Arms Shropshire SY7 8QL Tel : [REDACTED]	0	0	6	13/12/2011			[REDACTED]
1560	Onny C.E. Primary School  Onibury Craven Arms Shropshire SY7 9AW Tel : [REDACTED]	0	0	17	04/11/2011	27/02/2008		[REDACTED]
1615	The Meadows Primary School Harlech Road Oswestry Shropshire SY11 2FA Tel : [REDACTED]	0	0	42	20/04/2012	02/11/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
1620	Bryn Offa C.E. (Controlled) Primary School Rockwell Lane Pant Oswestry Shropshire SY10 9QR Tel : [REDACTED]	0	0	7	19/04/2012	02/11/2007		[REDACTED]
1630	Pontesbury C.E. Primary School Bogey Lane Pontesbury Shrewsbury SY5 0TF Tel : [REDACTED]	0	0	18	15/05/2012	12/10/2007		[REDACTED]
1650	Prees C.E. (Controlled) Primary School Cross End Prees Whitchurch Shropshire SY13 2ER Tel : [REDACTED]	0	0	17	01/12/2011	18/03/2008		[REDACTED]
1680	Rushbury C.E. Primary School  Rushbury Church Stretton Shropshire SY6 7EB Tel : [REDACTED]	0	0	9	20/10/2011	27/02/2008		[REDACTED]
1705	St John The Baptist C.E. Primary School Church Street Ruyton Xi Towns Shrewsbury Tel : [REDACTED]	0	0	39	19/04/2012	12/11/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
1720	St Mary's C.E. Primary School Dawsons Rough Shawbury Shropshire SY4 4PF Tel: [REDACTED]	0	0	64	23/05/2012			[REDACTED]
1730	Shawbury Primary School Church Road Shawbury Shropshire SY4 4JR Tel: [REDACTED]	0	0	17	23/05/2012			[REDACTED]
1770	St Andrew's C.E. Primary School Park Lane Shifnal Shropshire TF11 9HD Tel: [REDACTED]	0	0	19	16/12/2011	09/10/2007		[REDACTED]
1790	Shifnal Primary School Currier's Lane Shifnal Shropshire TF11 8EJ Tel: [REDACTED]	0	0	35	16/12/2011	27/02/2008		[REDACTED]
1800	Belvidere Primary School Tenbury Drive Telford Estate Shrewsbury SY2 5YB Tel: [REDACTED]	0	0	74	22/05/2012	30/01/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
1805	The Martin Wilson School New Park Road, Castlefields Shrewsbury SY1 2SP Tel : [REDACTED]	0	0	26	22/06/2012	14/11/2007		[REDACTED]
1810	Coleham Primary School Greyfriars Road Shrewsbury SY3 7EN Tel : [REDACTED]	0	0	34	22/06/2012	11/12/2007		[REDACTED]
1840	Crowmoor Primary School Crowmere Road Shrewsbury Shropshire SY2 5JJ Tel : [REDACTED]	0	0	92	29/05/2012	13/11/2007		[REDACTED]
1865	Greenfields Primary School Hemsworth Way Ellesmere Road Shrewsbury SY1 2AH Tel : [REDACTED]	0	0	45	13/10/2011	24/01/2008		[REDACTED]
1870	Harlescott Junior School Featherbed Lane Shrewsbury Shropshire SY1 4QN Tel : [REDACTED]	0	0	33	23/09/2011	18/03/2008	18/03/2008	[REDACTED]



Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
1910	Holy Cross C.E. Junior School Wenlock Road Shrewsbury SY2 6LE Tel : [REDACTED]	0	0	46	31/08/2011	04/10/2007		[REDACTED]
1950	Meole Brace Junior School Church Road Meole Brace Shrewsbury SY3 9HG Tel : [REDACTED]	0	0	33	17/04/2012			[REDACTED]
1980	Oxon C.E. Primary School Racecourse Lane Bicton Heath Shrewsbury SY3 5BJ Tel : [REDACTED]	0	0	27	30/11/2011	25/01/2008		[REDACTED]
1995	Radbrook Primary School Bank Farm Road Shrewsbury SY3 6DU Tel : [REDACTED]	0	0	19	07/09/2012	14/11/2007		[REDACTED]
2000	St George's Junior School Woodfield Road Copthorne Shrewsbury SY3 8LU Tel : [REDACTED]	0	0	51	18/05/2012	15/01/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
2010	St Giles' C.E. Primary School Portland Crescent Shrewsbury Shropshire SY2 5NJ Tel : [REDACTED]	0	0	15	28/05/2012	14/11/2007		[REDACTED]
2030	St Mary's Catholic Primary School New Park Road Castlefields Shrewsbury Shropshire SY1 2SP Tel : [REDACTED]	0	0	35	22/06/2012			[REDACTED]
2060	Sundome Infant School Corndon Crescent Shrewsbury Shropshire SY1 4LE Tel : [REDACTED]	0	0	38	03/07/2012	15/01/2008		[REDACTED]
2060B	Sure Start Buttercup Lodge Corndon Crescent Shrewsbury Shropshire SY1 4LE	0	0	11	05/07/2012			[REDACTED]
2075A	The Wilfred Owen School Woodcote Way Shrewsbury Shropshire SY2 5SH Tel : [REDACTED]	0	0	104	05/04/2012			[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
2075B	Severndale School Woodcote Way Shrewsbury Shropshire SY2 5SH Tel : [REDACTED]	0	0	231	05/04/2012	18/01/2007		[REDACTED]
2090	Woodfield Infant School Woodfield Road Copthorne Shrewsbury SY3 8LU Tel : [REDACTED]	0	0	79	21/05/2012	14/11/2007		[REDACTED]
2140	Stokesay Primary School Market Street Craven Arms Shropshire SY7 9NW Tel : [REDACTED]	0	0	27	27/09/2012	28/02/2007		[REDACTED]
2150	Stoke-on-tern Primary School Rosehill Rd Stoke Heath Market Drayton Shropshire TF9 2LF Tel : [REDACTED]	0	0	7	17/10/2011	28/11/2007		[REDACTED]
2170	Stottesdon C.E. Primary School  Stottesdon Cleobury Mortimer Shropshire DY14 8UE Tel : [REDACTED]	0	0	5	22/11/2011	03/03/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
2850	St Peter's C.E. (Controlled) Primary School Shrubbery Gardens Wem Shrewsbury SY4 5BX Tel : [REDACTED]	0	0	18	29/05/2012			[REDACTED]
2900	Weston Rhyn Primary School Weston Rhyn Oswestry Shropshire SY10 7SR Tel : [REDACTED]	0	0	28	25/04/2012	07/11/2007		[REDACTED]
2920	Whitchurch C.E. (Controlled) Junior School Salisbury Road Whitchurch Shropshire SY13 1RX Tel : [REDACTED]	0	0	26	30/11/2011	16/11/2007		[REDACTED]
2930	Whittington C.E. (Aided) Primary School Station Road Whittington Oswestry Shropshire SY11 4DA Tel : [REDACTED]	0	0	14	25/04/2012	02/11/2007		[REDACTED]
2990	Worthen C.E. Primary School Worthen Shrewsbury SY5 9HT Tel : [REDACTED]	0	0	9	30/11/2011	18/01/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
3120	The Community College Brampton Road Bishops Castle Shropshire SY9 5AY Tel : [REDACTED]	0	0	73	13/09/2011	26/03/2008		[REDACTED]
3150	Bridgnorth Endowed School Northgate Bridgnorth Shropshire WV16 4ER Tel : [REDACTED]	0	0	103	13/12/2011	28/03/2008		[REDACTED]
3170	Oldbury Wells School (East) Oldbury Wells Bridgnorth Shropshire WV16 5JD Tel : [REDACTED]	0	0	6	22/11/2011	26/03/2008		[REDACTED]
3190	Oldbury Wells School (West) Oldbury Wells Bridgnorth Shropshire WV16 5JD Tel : [REDACTED]	0	0	89	22/11/2011	26/03/2008		[REDACTED]
3210	Church Stretton School Shrewsbury Road Church Stretton Shropshire SY6 6EX Tel : [REDACTED]	0	0	69	20/10/2011	23/01/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
3220	Lacon Childe School Love Lane Cleobury Mortimer Shropshire DY14 8PE Tel : [REDACTED]	0	0	122	07/12/2011	11/03/2008		[REDACTED]
3300	Ludlow C.E. School Bromfield Road Ludlow Shropshire SY8 1GJ Tel : [REDACTED]	0	0	30	25/10/2011	10/03/2008		[REDACTED]
3480	Mary Webb School & Science College Pontesbury Shrewsbury SY5 0TG Tel : [REDACTED]	0	0	112	15/05/2012	30/10/2007		[REDACTED]
3500	Rhyn Park School and Performance Arts College  St Martins Oswestry Shropshire SY10 7BD	0	0	84	25/04/2012	05/11/2007		[REDACTED]
3520	Idsall School Coppice Green Lane Shifnal Shropshire TF11 8PD Tel : [REDACTED]	0	0	43	27/10/2011	01/04/2008	01/04/2008	[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Seif Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
3530	Shrewsbury Sixth Form College Priory Road Shrewsbury SY1 1RX Tel : [REDACTED]	0	0	168	13/04/2012	08/08/2012		[REDACTED]
3531	Shrewsbury Sixth Form College (Cirrus House) Priory Road Shrewsbury SY1 1RX Tel : [REDACTED]	0	0	26	13/04/2012	08/08/2012		[REDACTED]
3533	Shrewsbury Sixth Form Library And Information Centre St Austins Street Shrewsbury	0	0	87	13/04/2012	08/08/2012		[REDACTED]
3536	Shrewsbury Sixth Form College St Austins Street Shrewsbury	0	0	14	13/04/2012	08/08/2012		[REDACTED]
3537	Shrewsbury Sixth Form College Priory Lodge Priory Road Shrewsbury SY1 1RU	0	0	24	13/04/2012	08/08/2012		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
3550	The Priory School, a Business and Enterprise College Longden Road Shrewsbury SY3 9FF Tel: [REDACTED]	0	0	86	14/10/2011	14/03/2008		[REDACTED]
3560	The Wakeman School Abbey Foregate Shrewsbury SY2 6AA Tel: [REDACTED]	0	0	181	11/10/2011	08/01/2008		[REDACTED]
3580	Belvidere School Crowmere Road Shrewsbury Shropshire SY2 5LA Tel: [REDACTED]	0	0	136	27/04/2012	23/10/2007		[REDACTED]
3610	Sundorne School and Sports College Comdon Crescent Shrewsbury Shropshire SY1 4LL Tel: [REDACTED]	0	0	35	05/07/2012	14/01/2008		[REDACTED]
3611	Sundorne Learning Centre Comdon Crescent Shrewsbury Shropshire SY1 4LL Tel: [REDACTED]	0	0	21	05/07/2012			[REDACTED]



Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
3620	Grange School and Arts College Worcester Road Harlescott Shrewsbury Shropshire SY1 3LP Tel : [REDACTED]	0	0	55	01/06/2012	29/11/2007		[REDACTED]
3622	Grange Learning Centre Worcester Road Harlescott Shrewsbury Shropshire SY1 3LP Tel : [REDACTED]	0	0	18	01/06/2012			[REDACTED]
3640	Meole Brace School Science College Longden Road Meole Brace Shrewsbury Shropshire SY3 9DW Tel : [REDACTED]	0	0	156	28/06/2011	05/12/2007		[REDACTED]
3840	New College King Street Wellington Telford TF1 1NY Tel : [REDACTED]	2	66	92	07/12/2010	07/12/2007	07/12/2007	[REDACTED]
3890	Thomas Adams School Lowe Hill Road Wem Shropshire SY4 5UB Tel : [REDACTED]	0	0	67	07/06/2012	26/10/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
3900	Thomas Adams School Noble Street Wem Shropshire SY4 5UB Tel: [REDACTED]	0	0	66	08/06/2012	26/10/2007		[REDACTED]
3925	Thomas Adams School Boarding House Noble Street Wem Shropshire SY4 5UB Tel: [REDACTED]	0	0	63	08/06/2012	20/12/2007		[REDACTED]
3930	Sir John Talbot's Technology College Heath Road Whitchurch Shropshire SY13 2BY Tel: [REDACTED]	0	0	73	02/12/2011	15/01/2008		[REDACTED]
4040	Shrewsbury Sure Start Kendal Road Shrewsbury Shropshire SY1 4ES Tel: [REDACTED]	0	0	49	14/06/2012	19/11/2007		[REDACTED]
4200	Woodlands School  Tilley Green Wem Shropshire SY4 5PJ Tel: [REDACTED]	0	0	71	08/06/2012	26/10/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
4420	T.C.A.T. Haybridge Road Wellington Telford TF1 2NP Tel : [REDACTED]	0	0	1031	20/08/2012	25/02/2008		[REDACTED]
4510	Shrewsbury The Gateway Arts & Education Centre Chester Street Shrewsbury SY1 1NB Tel : [REDACTED]	0	0	111	12/06/2012	09/10/2007		[REDACTED]
4511	Shropshire Music And Arts Centre Long Meadow Bayston Hill Shrewsbury SY3 0NU Tel : [REDACTED]	0	0	4	27/04/2010	15/10/2007		[REDACTED]
4513	Radbrook Office Complex - Bourne House Radbrook Road Shrewsbury Shropshire SY3 9BL Tel : [REDACTED]	0	0	24	27/09/2011	18/01/2008		[REDACTED]
4590	Radbrook Office Complex - Walker House Radbrook Road Shrewsbury Shropshire SY3 9BJ	0	0	10	07/09/2012	18/01/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
4600	Shrewsbury Centre Racecourse Crescent Monkmoor Shrewsbury SY2 5BP Tel : [REDACTED]	0	0	28	18/06/2012	13/11/2007		[REDACTED]
4616	Bishops Castle Youth Office The Community College Brampton Road Bishops Castle Shropshire SY9 5AY Tel : [REDACTED]	0	0	9	13/09/2011	26/03/2008		[REDACTED]
4620	Bridgnorth Youth Centre 45 Innage Lane Bridgnorth Shropshire WV16 4HL Tel : [REDACTED]	0	0	20	18/11/2011	27/02/2008		[REDACTED]
4630	Ludlow Youth Centre Lower Galdeford Ludlow Shropshire SY8 1RT Tel : [REDACTED]	0	0	36	07/11/2011	05/03/2008		[REDACTED]
4645	Market Drayton Youth Centre Drayton Grove Market Drayton Shropshire TF9 3AD Tel : [REDACTED]	1	11	0	12/10/2010	18/03/2008	18/03/2008	[REDACTED]

Property Number	Name/Address/Tei	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
4650	Centre North West - Temporary Building Holbache Road Oswestry Shropshire SY11 1RH Tel : [REDACTED]	0	0	31	26/04/2012	19/11/2007		[REDACTED]
4660	Belmont Arts Centre 5 Belmont Shrewsbury SY1 1TE Tel : [REDACTED]	0	0	20	11/09/2012	15/11/2007		[REDACTED]
4670	Sundome Youth Centre Sundome Road Shrewsbury Shropshire SY1 4RG Tel : [REDACTED]	0	0	35	13/06/2012	04/10/2007		[REDACTED]
4671	Harlescott Grange Youth Centre Mount Pleasant Road Shrewsbury Shropshire SY1 3SW Tel : [REDACTED]	0	0	23	06/06/2012	23/01/2008		[REDACTED]
4676	The Monkmoor Lodge Youth Centre Upton Lane Shrewsbury Shropshire SY2 5QZ Tel : [REDACTED]	0	0	22	19/12/2011			[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
4770	Telford Wellington T.C.A.T. (Former Youth Centre) Bennetts Bank Wellington Telford TF1 4AA Tel : [REDACTED]	0	0	16	20/08/2012	20/12/2007		[REDACTED]
4780	Whitchurch Centre North East Bridgewater Street Whitchurch Shropshire SY13 1QL Tel : [REDACTED]	0	0	19	30/11/2011	16/11/2007		[REDACTED]
4865	Youth Demountable Building  Pontesbury Shrewsbury Shropshire SY5 0TG	0	0	8	16/05/2012			[REDACTED]
4975	The Community College Joint Use - SPARC Brampton Road Bishops Castle Shropshire SY9 5AY Tel : [REDACTED]	0	0	97	15/09/2011			[REDACTED]
4980	Bridgnorth Endowed School Joint Use Northgate Bridgnorth Shropshire WV16 4ER Tel : [REDACTED]	1	70	59	03/12/2010	28/03/2008	28/03/2008	[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
5000	Lacon Childe Joint Use Love Lane Cleobury Mortimer Shropshire DY14 8PE Tel : [REDACTED]	0	0	60	05/12/2011	11/03/2008		[REDACTED]
5005	Ellesmere Swimming Pool Elson Road Ellesmere Shropshire SY12 0BE Tel : [REDACTED]	0	0	14	29/06/2012	10/10/2007		[REDACTED]
5012	Mary Webb Sports Centre  Pontesbury Shrewsbury Shropshire SY5 0TG	0	0	29	18/05/2011	30/10/2007		[REDACTED]
5015	Rhyn Park Sports Hall St Martins Oswestry Shropshire SY10 7BD Tel : [REDACTED]	0	0	36	25/04/2012			[REDACTED]
5020	Idsall School Joint Use Coppice Green Lane Shifnal Shropshire TF11 8PD Tel : [REDACTED]	0	0	30	27/10/2011	01/04/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
5031	Shrewsbury The Grange Sports Centre Worcester Road Shrewsbury Shropshire SY1 3LP Tel : [REDACTED]	0	0	14	01/06/2012	01/04/2008		[REDACTED]
5032	Roman Road Sports Centre Longden Road Meole Brace Shrewsbury SY3 9DW Tel : [REDACTED]	0	0	56	28/06/2011	05/12/2007		[REDACTED]
5080	Thomas Adams School Joint Use Lowe Hill Road Wem Shropshire SY4 5UB Tel : [REDACTED]	0	0	30	07/06/2012	26/10/2007		[REDACTED]
5085	Sir John Talbot's Technology College Sports Hall Heath Road Whitchurch Shropshire SY13 2BY Tel : [REDACTED]	0	0	126	29/11/2011	15/01/2008		[REDACTED]
5150	Albrighton Fire Station Newport Road Albrighton Wolverhampton Staffordshire WV7 3EW Tel : [REDACTED]	0	0	3	01/11/2011	27/02/2008		[REDACTED]



Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
5160	Baschurch Fire Station Station Road Baschurch Shrewsbury SY4 2BB Tel : [REDACTED]	0	0	4	20/04/2012	11/10/2007		[REDACTED]
5180	Bridgnorth Fire Station Innage Lane Bridgnorth Shropshire WV14 4HL Tel [REDACTED]	0	0	20	20/09/2011	20/11/2007		[REDACTED]
5190	Church Stretton Fire Station Sandford Avenue Church Stretton Shropshire SY6 6AZ Tel : [REDACTED]	0	0	20	07/06/2011	16/10/2007		[REDACTED]
5230	Ellesmere Fire Station Grange Road Ellesmere Shropshire SY12 0AU Tel : [REDACTED]	0	0	9	29/06/2012	10/10/2007		[REDACTED]
5240	Hodnet Fire Station Station Road Hodnet Market Drayton Shropshire TF9 3JD Tel : [REDACTED]	0	0	4	17/10/2011	28/11/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
5260	Market Drayton Fire Station Maer Lane Market Drayton Shropshire TF9 2BQ Tel : [REDACTED]	0	0	19	13/10/2011	30/11/2007		[REDACTED]
5285	Minsterley Fire Station Station Road Minsterley Shrewsbury SY5 0BG Tel : [REDACTED]	0	0	13	17/05/2012	11/10/2007		[REDACTED]
5300	Oswestry Fire Station Mount Road Oswestry Shropshire SY11 1BB Tel : [REDACTED]	0	0	23	19/04/2012	01/11/2007		[REDACTED]
5320	Shrewsbury Fire Complex St Michael's Street Shrewsbury SY1 2HJ Tel : [REDACTED]	0	0	79	08/09/2010	28/01/2008		[REDACTED]
5330	Telford Stafford Park Central Fire Station Stafford Park Telford TF3 3BW Tel : [REDACTED]	0	0	80	10/05/2012	05/10/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
5340	Telford Tweedale Fire Station Bridgnorth Road Tweedale Telford TF7 4HT Tel : [REDACTED]	0	0	38	23/05/2012	05/10/2007		[REDACTED]
5350	Telford Wellington Fire Station Haybridge Road Wellington Telford TF1 2NW Tel : [REDACTED]	0	0	29	07/07/2011	08/10/2007		[REDACTED]
5360	Wem Fire Station High Street Wem Shrewsbury SY4 5LR Tel : [REDACTED]	0	0	12	30/05/2012	04/12/2007		[REDACTED]
5370	Whitchurch Fire Station Bridgewater Street Whitchurch Shropshire SY13 1QL Tel : [REDACTED]	0	0	19	03/10/2011	16/11/2007		[REDACTED]
5400	Ludlow Education Centre For Adults 4 Sandpits Road Ludlow Shropshire SY8 1HQ Tel : [REDACTED]	0	0	2	01/11/2011	29/11/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
5640	Bayston Hill The Mary Webb Library Lythwood Road Bayston Hill Shrewsbury SY3 0NA Tel : [REDACTED]	0	0	12	07/10/2011			[REDACTED]
5655	Bishops Castle Library Enterprise House Station St Bishops Castle Shropshire SY9 5AQ Tel : [REDACTED]	0	0	9	15/09/2011	26/03/2008		[REDACTED]
5660	Bridgnorth Library Listley Street Bridgnorth Shropshire WV16 4AW Tel : [REDACTED]	0	0	32	18/11/2011	09/10/2007		[REDACTED]
5670	Broseley Library Bridgnorth Road Broseley Shropshire TF12 5EL Tel : [REDACTED]	0	0	14	25/11/2011	28/02/2008		[REDACTED]
5680	Church Stretton Library Church Street Church Stretton Shropshire SY6 6DQ Tel : [REDACTED]	0	0	23	07/06/2011	16/10/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
5700	Extended Services Area Base - South Market Street Craven Arms Shropshire SY7 9NW Tel: [REDACTED]	0	0	7	27/09/2012	29/11/2007		[REDACTED]
5710	Ellesmere Library Victoria Street Ellesmere Shropshire SY12 0AA Tel: [REDACTED]	0	0	18	29/06/2012	10/10/2007		[REDACTED]
5720	Gobowen Library St Martin's Road Gobowen Oswestry Shropshire SY11 3NP Tel: [REDACTED]	0	0	5	25/04/2012	06/11/2007		[REDACTED]
5741	Ludlow Library and Museum Resource Centre 7/9 Parkway Ludlow Shropshire SY8 2PG Tel: [REDACTED]	0	0	118	11/11/2011	07/03/2008		[REDACTED]
5750	Ludlow Museum 11 Castle Street Ludlow Shropshire SY8 1AS Tel: [REDACTED]	0	0	24	08/11/2011	31/03/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
5770	Much Wenlock Library High Street Much Wenlock Shropshire TF13 6AE Tel : [REDACTED]	0	0	1	29/11/2011	27/02/2008		[REDACTED]
5790	Oswestry Library Arthur Street Oswestry Shropshire SY11 1JN Tel : [REDACTED]	0	0	64	25/05/2012	07/11/2007		[REDACTED]
5800	Pontesbury Library Bogey Lane Pontesbury Shrewsbury SY5 0TD Tel : [REDACTED]	0	0	9	15/05/2012	12/10/2007		[REDACTED]
5850	Shrewsbury Register Office Preston Street Shrewsbury Shropshire SY2 5NY Tel : [REDACTED]	0	0	14	21/06/2012	13/11/2007		[REDACTED]
5880	Shropshire Reference & Information Service 1a Castle Gates Shrewsbury SY1 1PL Tel : [REDACTED]	2	47	2	28/11/2011	11/12/2007	11/12/2007	[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
5885	Shropshire Archives Castle Gates Shrewsbury SY1 2AQ Tel : [REDACTED]	0	0	82	03/07/2012	29/01/2008		[REDACTED]
5890	Shrewsbury Castle Gates Library Castle Gates Shrewsbury SY1 1PL Tel : [REDACTED]	3	83	73	28/11/2011	10/01/2008	10/01/2008	[REDACTED]
5992	Wem Library and Learning Centre High Street Wem Shropshire SY4 5AA Tel : [REDACTED]	0	0	35	30/05/2012	04/12/2007		[REDACTED]
6000	Whitchurch Library The Caldecott, High Street Whitchurch Shropshire SY13 1EE Tel : [REDACTED]	0	0	11	01/12/2011	16/11/2007		[REDACTED]
6033	Children & Young Peoples Services Store Atcham Industrial Estate Shrewsbury Shropshire SY4 4UG Tel : [REDACTED]	0	0	14	19/12/2011	30/01/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
6047	Shropshire Hills AONB Office Shrewsbury Road Craven Arms Shropshire SY7 9NZ Tel : [REDACTED]	0	0	5	27/09/2012			[REDACTED]
6060	Ludlow Learning Centre Old Street Ludlow Shropshire SY8 1NW Tel : [REDACTED]	0	0	30	25/10/2011	05/03/2008		[REDACTED]
6320	Shropshire Council - The Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND Tel : [REDACTED]	4	209	271	12/08/2011	09/02/2008	09/02/2008	[REDACTED]
6330	Shropshire Council - The Vicarage Abbey Foregate Shrewsbury Shropshire SY2 6ND Tel : [REDACTED]	0	0	10	09/08/2011	20/12/2007		[REDACTED]
6350	The Salop UNISON Club Abbey Foregate Shrewsbury Shropshire SY2 6ND Tel : [REDACTED]	0	0	28	11/08/2011	19/03/2008		[REDACTED]



Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
6355	Shrewsbury Crown Court Abbey Foregate Shrewsbury Shropshire SY2 6LU Tel : [REDACTED]	1	55	48	13/08/2011	09/02/2008	09/02/2008	[REDACTED]
6555	West Mercia Supplies Holsworth Park Oxon Business Park Bicton Heath Shrewsbury SY3 5HJ Tel : [REDACTED]	0	0	110	19/12/2011	20/03/2008		[REDACTED]
6572	Chelmaren [REDACTED]	0	0	31	23/09/2011			[REDACTED]
6573	Havenbrook [REDACTED]	0	0	30	30/11/2011			[REDACTED]
6582	Shrewsbury Bradbury House Frith Close Monkmoor Shrewsbury Shropshire SY2 5XW Tel : [REDACTED]	0	0	22	18/05/2012	24/01/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
6585	Shrewsbury The Rowans Community Home [REDACTED]	0	0	13	20/06/2012	03/10/2007		[REDACTED]
6597	Community Home [REDACTED]	0	0	6	05/10/2011	30/01/2008		[REDACTED]
6650	Oswestry Learning & Training Victoria Road Oswestry Shropshire SY11 2HT	0	0	56	20/04/2012			[REDACTED]
6652	Oswestry Maesbury Metals Maesbury Road Oswestry Shropshire SY10 8HA	0	0	6	19/04/2012			[REDACTED]
6675	Albert Road Day Centre Albert Road Harlescott Shrewsbury Shropshire Tel: [REDACTED]	0	0	25	17/05/2012	24/01/2008		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
6726	Bridgnorth Training Centre (day Centre) 2 Innage Lane Bridgnorth Shropshire WV16 4HL Tel : [REDACTED]	0	0	23	16/11/2011	20/11/2007		[REDACTED]
6770	Shrewsbury Kempsfield Hostel Primrose Drive Sutton Park Shrewsbury SY3 7TP Tel : [REDACTED]	0	0	40	16/04/2012	03/10/2007		[REDACTED]
6771	Aquamira Primrose Drive Sutton Park Shrewsbury SY3 7TP Tel : [REDACTED]	0	0	25	17/04/2012	03/10/2007		[REDACTED]
6811	PATH House Lower Galdeford Ludlow Shropshire SY8 1SD Tel : [REDACTED]	0	0	13	04/11/2011	29/11/2007		[REDACTED]
6832	Substance Misuse Team St Marys Street Shrewsbury Shropshire SY1 1DS	0	0	28	23/02/2012			[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
6882	Shrewsbury Richmond House Rutland Harlescott Grange Shrewsbury SY1 3GG Tel : [REDACTED]	0	0	15	07/09/2012	23/01/2008		[REDACTED]
6883	Shropshire Adoption Team [REDACTED]	0	0	24	06/09/2012	24/01/2008		[REDACTED]
6884	The Haven Day Centre Monkmoor Road Shrewsbury Shropshire SY2 5ST Tel : [REDACTED]	0	0	25	18/05/2012	14/01/2008		[REDACTED]
7140	Shrewsbury Crowmoor House Eph Frith Close Monkmoor Shrewsbury SY2 5XW Tel : [REDACTED]	0	0	59	05/10/2011	02/10/2007		[REDACTED]
7211	Whitchurch Bradbury Day Centre Whitchurch Community Hospital Claypit Street Whitchurch Shropshire SY13 1NT Tel : [REDACTED]	0	0	89	03/10/2011	19/10/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
9307	Secret Hills Discovery Centre School Road Craven Arms Shropshire SY7 9RS Tel: [REDACTED]	0	0	75	14/07/2011	22/01/2007		[REDACTED]
9309	Theatre Severn Frankwell Quay SHREWSBURY Shropshire SY3 8FT Tel: [REDACTED]	1	165	157	03/04/2012			[REDACTED]
9421	Shrewsbury Learning & Training Sutton Road Shrewsbury Shropshire SY2 6DL Tel: [REDACTED]	0	0	37	20/06/2012	15/11/2007		[REDACTED]
9477	Learning & Training Industrial Centre Hortonwood 8 Telford TF1 7GR Tel: [REDACTED]	0	0	9	07/07/2011	26/02/2008		[REDACTED]
9483	Hairdressing Training Salon New Street Wellington Telford TF1 1NE Tel: [REDACTED]	0	0	14	07/07/2011	08/10/2007		[REDACTED]

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
9525B	Ptarmigan Sitka Drive Shrewsbury Business Park Shrewsbury Shropshire SY2 6LG Tel: [REDACTED]	0	0	61	05/12/2011			
9527	Mount McKinley Anchorage Avenue Shrewsbury Business Park Shrewsbury Shropshire SY2 6FG Tel: [REDACTED]	0	0	105	28/09/2011			
9788	Shropshire Food Enterprise Centre Vanguard Way Shropshire Food Enterprise Park, Battlefield Shrewsbury Shropshire SY1 3TG	0	0	234	08/05/2012			
BDC001	Westgate Council Office Westgate BRIDGNORTH WV16 5AA Tel: [REDACTED]	0	0	168	20/09/2011			
BDC002	Cantern Brook Depot & Offices Stanley Lane BRIDGNORTH WV16 4SF Tel: [REDACTED]	0	0	52	22/10/2011			

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
BDC074	Severn Valley Country Park & Toilets Severn Valley Country Park ALVELEY WV15 6NN Tel : 01746 781192	0	0	14	23/11/2011			
NSDC016	Ellesmere Sports and Market Hall Scotland Street ELLESMERE Shropshire SY12 0EG	0	0	18	07/12/2011			
NSDC020	Wem Town Hall and Information Link High Street WEM Shropshire SY4 5DG Tel : 01939 237019	0	0	77	16/09/2011			
NSDC047	Edinburgh House New Street WEM Shropshire SY4 5DB Tel : 01939 237561	0	0	107	18/10/2011			
OBC001	Oswestry Council Offices Castle View Oswestry SY11 1JR Tel : 01691 671111	0	0	86	16/01/2012			

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
OBC002	Castle View Annexe Arthur Street OSWESTRY Shropshire SY11 1JR Tel: [REDACTED]	0	0	42	16/01/2012			
OBC003	Alexandra Road Offices Alexandra Road Oswestry Shropshire SY11 1LU Tel: [REDACTED]	0	0	13	17/11/2010			
OBC004	Alexandra Road Annexe  Oswestry Shropshire SY11 1LU Tel: [REDACTED]	0	0	2	07/12/2011			
OBC009	Tourist Information Centre Mile End Oswestry SY11 4JA Tel: [REDACTED]	0	0	8	07/12/2011			
SABC028	Guildhall Frankwell Quay Shrewsbury Shropshire SY3 8HQ Tel: [REDACTED]	0	0	356	09/09/2011			



Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
SABC056	Weeping Cross Depot SHREWSBURY Shropshire SY5 6HY Tel: [REDACTED]	0	0	67	19/09/2012			
SABC067	Raven Meadows Car Park Raven Meadows SHREWSBURY SY1 1PL Tel: [REDACTED]	0	0	150	26/08/2011			
SABC161	Rowleys House Barker Street SHREWSBURY Shropshire SY1 1QH Tel: [REDACTED]	0	0	56	25/08/2011			
SABC163	Old Market Hall The Square Shrewsbury Shropshire SY1 1LH Tel: [REDACTED]	0	0	40	28/07/2011			
SSDC001	Council Offices Corve Street LUDLOW Shropshire SY8 1DG Tel: [REDACTED]	0	0	110	28/11/2011			

Property Number	Name/Address/Tel	Central Battery	Slave Units	Self Cont	Last Test Date A	Last Test Date B	Last Test Date C	Electrical Surveyor
SSDC057	Challenge Court BISHOPS CASTLE Shropshire	0	0	85	12/12/2011			
<b>Total:</b>		16	718	10718				



**PARTICULAR SPECIFICATION  
Maintenance of Emergency Lighting**

**Tender No IMC 060**

**Prepared by:  
Shropshire Council  
Specialist Surveying Team  
July 2012**

# PARTICULAR SPECIFICATION MAINTENANCE OF EMERGENCY LIGHTING

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# PARTICULAR SPECIFICATION

## 1.0 GENERAL CONDITIONS

### 1.1 SCOPE OF CONTRACT

The contract shall comprise of the annual inspection, servicing and repair of all self-contained emergency luminaires, emergency illuminated signs and emergency central battery units together with connected luminaires, on premises owned by or in the control of the Shropshire Council.

### 1.2 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 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.

### 1.3 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.

#### **1.4 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.

#### **1.5 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
- Construction (Head Protection) Regulations 1989
- Electricity at Work Regulations 1989
- The Food Act 1990
- Workplace (Health Safety and Welfare) Regulations 1992
- Personal Protective Equipment at Work Regulations 1992
- Manual Handling Operations Regulations 1992
- Construction and Design Management Regulations 1994
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 1995
  
- Provision & Use of Work Equipment Regulations 1998
- Lifting Operations & Lifting Equipment Regulations 1998
- Management of Health & Safety at Work Regulations 1999
- Control of Substances Hazardous to Health Regulations 1999
- The Fire Precautions (Workplace) (Amendment) Regulations 1999
- The Control of Asbestos at Work Regulations 2006
- Noise at Work Regulations 2005
- Working at Height Regulations 2005

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

#### **1.6 SPECIFIC HEALTH AND SAFETY**

The document "Construction and Building Works at Council Premises/Sites" gives specific guidance to the requirements of Shropshire Council.

## **1.7 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.

## **1.8 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.

## 2 SPECIFIC CONDITIONS

### 2.1 DURATION OF CONTRACT

In the first instance competitive fixed unit cost tenders are being invited for the period 1 April 2013 - 31 March 2014, thereafter the contract may be extended annually for a further four years subject to satisfactory performance during the contract year and the submission of an acceptable tender.

### 2.2 PROGRAMME OF WORK – as detailed in the Servicing Schedule (Appendix A).

The programme shall comprise of one visit to each property per-year to be known as the (A) visit. This (A) visit is to be during the last (A) visit month recorded on the Schedule of Maintenance. During the 4th year only, inspection and test (C) visit shall be carried out at the same time as the (A) visit on all central battery systems.

The arrangements for inspection and test are to be made in advance with the Head or Manager of each property, giving notification that you will require access to all rooms containing emergency lighting.

An extremely flexible workforce will be required on this contract with regard to hours of work as a majority of schools and the Shirehall will require 05:30 or 06:00 am starts so the area will be cleared by the start of the working day and the Crown Courts will require Saturday working. Please note there will be no additional costs applicable to the client outside of normal working hours.

### 2.3 SCHEDULE OF MAINTENANCE

A schedule giving quantities of plant at last service and the last inspection date, is included with the tender documents.

The quantity of on site plant may fluctuate between visits, all additional plant found is to be numbered using the on site sequential numbering system, then inspected and tested. If it is apparent that the additional plant is new and within its guarantee claim period all problems detected to be reported only, allowing a claim to be made against the installing contractor.

### 2.4 PAYMENT

Payment will be made monthly following the submission of an individual Invoice for each property, complete with the Inspection and test certificate and all relevant service reports clearly showing the total number of unit cost elements and property number on all documentation.

### 2.5 UNIT COST

- A1** Cost per annual inspection and test of Self Contained Unit in accordance with service schedule A1.
- A2** Cost per annual inspection and test of Central Battery Unit in accordance with service schedule A2.
- A3** Cost per annual inspection and test of Slave Luminaire Unit in accordance with service schedule A3.
- C1** Cost per test of Slave Luminaire Unit in accordance with service schedule C1. *(this is to be at first year rates that will be increased yearly to the 4<sup>th</sup> year when the test is undertaken)*



The declared unit costs for maintenance, fitting of parts and labour rates 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.

## **2.6 SPARE PARTS AND RENEWALS**

The Contract shall be deemed to include all cleaning materials, anti-static fluid grease and distilled water.

The Contractor shall supply and fit all minor spare parts as required up to a total value including labour of £200 per property; this cost should then be detailed on the service invoice. Fitting replacement parts shall be carried out as far as possible during the service visits. This additional financial limit will not be available for the following property.

<b>Property Number</b>	<b>Property Name</b>
4420	TCAT Haybridge Road

All additional works will be subject to quotations.

The Contractor shall use only genuine manufacturer's spares, except where otherwise directed and all removed equipment, lamps and batteries are to be removed from site and correctly disposed of at the contractor's expense.

Contractor's vehicles at the start of each day shall carry replacement parts as shown in the schedule of spare parts.

## **2.7 DELETION OF PROPERTIES**

The Contract Administrator may, during the period of the contract, wish to delete properties from the schedule of maintenance. Any such deletions shall be effected by giving one months' notice in writing and shall be effected without penalty to the Council.

## **2.8 ADDITIONAL PROPERTIES**

The Contract Administrator may, during the period of the contract, wish to add Properties to the schedule of maintenance. Any such additions shall be at the current unit costs.

## **2.9 ACCESS TO PLANT AND EQUIPMENT**

The Contractor is to supply all ladders and scaffolding for access to all parts of the installation.

## **2.10 TRANSPORT**

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

## **2.11 RECALLS**

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

## **2.12 EMERGENCY REPAIRS**

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

Service Engineers must be contactable during the normal working day to receive instructions for emergency repair work and attend site within **2 hours** of receiving the call.

The call must be accepted via a telephone call only noting the order number and name of reporting officer. If the call is outside the normal working day the contractor is to ring 01743 281079 on the next working day to obtain an order number.

The **First Hour Unit Cost** is to be in the form of a unit cost for travelling to and from the site and the first hour at the site.

## **2.13 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 Administrators attention by telephone on Shrewsbury (01743 281079).

## **2.14 ELECTRICAL WORK**

Any electrical work or work servicing and repairing electrical controls, components and wiring, shall be carried out by a competent tradesman in a manner to comply with BS 7671:2008 Requirements for Electrical Installations, incorporating any amendments.

## **2.15 PERIODIC INSPECTION AND TEST CERTIFICATE**

Periodic inspection and test certificate to be produced as per the model in BS 5266 : Part 1 : 2011. One copy is to be left at the property with all relevant service reports. A second copy is to be sent with all relevant service reports and invoice for the attention of the Contract Administrator.

## **2.16 MARKING OF LUMINARIES**

At each service visit the Contractor shall fix a small identification number to all fittings not numbered, also a small coloured identification mark alongside the number of each fitting. The colour shall be changed each year. The colour for the year is to be declared to the Contract Administrator. All the old coloured markers to be removed at the time of inspection.

## **2.17 QUOTATIONS FOLLOWING SERVICE REPORT**

All major repair work shown in the service report that is within the capability of the Contractor is to be detailed in a separate quotation, for consideration by the Contract Administrator.

## **2.18 SERVICE REPORTS**

Periodic inspection and test certificate & report to be produced as per BS 5266-1:2011 and BS 5266-8:2004 as the model produced below. Reports to be produced taking Standard BS requirements as above. The results may then be hand written. The successful contractor to provide draft forms for approval.

One copy shall be left at the property and one copy shall be sent with the invoice for the attention of the Contract Administrator.

*Content of pre printed form*

**2.19 SELF CONTAINED LUMINAIRES**

Header of report

- 1) Property Name and Address
- 2) Property Number
- 3) Colour Code

One line entry per luminaire

- 1) Luminaire Number
- 2) Make and Model
- 3) Location
- 4) Cleaned and Tested (tick box)
- 5) Defects Found
- 6) Parts Fitted
- 7) Return Visit (tick box)

Footer of report

- 1) Signature of Responsible Officer and Signature of Contractors  
Engineer First Visit Date
- 2) Signature of Responsible Officer and Signature of Contractors  
Engineer Second Visit Date

**2.20 SELF CONTAINED LUMINAIRES (continuation sheet)**

One line entry per luminaire

- 1) Luminaire Number
- 2) Make and Model
- 3) Location
- 4) Cleaned and Tested (tick box)
- 5) Defects Found
- 6) Parts Fitted
- 7) Return Visit (tick box)

Footer of report

- 1) Signature of Responsible Officer and Signature of Contractors  
Engineer First Visit Date
- 2) Signature of Responsible Officer and Signature of Contractors  
Engineer Second Visit Date

**2.21 CENTRAL BATTERY UNIT**

Header of report

- 1) Property Name and Address
- 2) Property Number
- 4) Colour Code
- 5) Number of Cells
- 6) Number of Slaves
- 7) Charger Details
- 8) Cell Type
- 9) Design Rating Hours
- 10) Voltage Off Load Start
- 11) Voltage On Load Start
- 12) Load Current at Start
- 13) Voltage On Load Finish
- 14) Charging Current at Finish
- 15) Charging Current at Return
- 16) Voltage Off Load AC (Maintained units only)

One line entry per cell

- 1) Cell Number
- 2) Specific Gravity
- 3) Voltage On Load at Start
- 4) Voltage On Load at Finish
- 5) Comments

Footer of report

- 1) Signature of Responsible Officer and Signature of Contractors  
Engineer                      First Visit Date
- 2) Signature of Responsible Officer and Signature of Contractors  
Engineer                      Second Visit Date

**2.22 CENTRAL BATTERY CELLS (Continuation sheet)**

One line entry per cell

- 1) Cell Number
- 2) Specific Gravity
- 3) Voltage On Load at Start
- 4) Voltage On Load at Finish
- 5) Comments

Footer of report

- 1) Signature of Responsible Officer and Signature of Contractors  
Engineer                      First Visit Date
- 2) Signature of Responsible Officer and Signature of Contractors  
Engineer                      Second Visit Date

**2.23 SLAVE LUMINAIRES**

One line entry per slave luminaire

- 1) Property Name and Address
- 2) Property Number
- 3) Colour Code
- 4) Luminaire Number
- 5) Location
- 6) Cleaned and Tested (tick box)
- 7) Lamp Type and Size
- 8) Defects Found
- 9) Parts Fitted

Footer of report

- 1) Signature of Responsible Officer and Signature of Contractors  
Engineer First Visit Date
- 2) Signature of Responsible Officer and Signature of Contractors  
Engineer Second Visit Date

**2.24 SLAVE LUMINAIRES (continuation sheet)**

One line entry per slave luminaire

- 1) Luminaire Number
- 2) Location
- 3) Cleaned and Tested (tick box)
- 4) Lamp Type and Size
- 5) Defects Found
- 6) Parts Fitted

Footer of report

- 1) Signature of Responsible Officer and Signature of Contractors  
Engineer First Visit Date.
- 2) Signature of Responsible Officer and Signature of Contractors  
Engineer Second Visit Date

## **GUIDANCE**

The Contractor shall refer to the Specifications, Schedule of Works and to the Manufacturers requirements and recommendations for detailed guidance. Other Guidance is available for the HSE and BSI.

The Contractor shall pay particular attention to:

## **LEGISLATION AND STANDARDS**

It is necessary that the design shall satisfy all of the conditions determined in the following documents:

The Building Regulations 2000

The Fire Precautions (Workplace) Regulations 1997

The Health and Safety (Safety Signs and Signals) Regulations 1996

Electricity at Work Regulations, Statutory Instrument 1989 No 635

BS 5266-1: 2005 Emergency Lighting – Code of Practice for emergency lighting premises

BS 5266-2: 1998 Emergency Lighting – Code of Practice for electrical low mounted way guidance systems for emergency use

BS 5266-3: 1981 Emergency Lighting – Specification for small power relays (electromagnetic) for emergency lighting applications up to and including 32 A

BS 5266-4: 1999 Emergency Lighting – Code of Practice for design, installation, maintenance and use of optical fibre systems

BS 5266-5: 1999 Emergency Lighting – Specification for component parts of optical fibre systems

BS 5266-6: 1999 Emergency Lighting – Code of Practice for non-electrical low mounted way guidance systems for emergency use. Photo luminescent systems

BS 5266-10: 2008 Guide to the Design and Provision of Emergency Lighting to reduce the risks from hazards in the event of failure of the normal lighting supply

BS EN 1838: 1999 (also numbered BS 5266-7:1999) Lighting applications – Emergency Lighting

BS EN 50171 Central power supply systems

BS EN 50172: 2004 (also numbered BS 5266-8: 2004) Emergency escape lighting systems

## **OTHER RELEVANT STANDARDS AND CODES OF PRACTICE**

BS 7671 Requirements for electrical installations 17 Edition IEE Wiring Regulations

BS 7629 – 1 Specification for 300/500V fire resistant electrical cables having low emission of smoke and corrosive gases when affected by fire – Part 1: Multicore cables

BS 7629-2 Specification for 300/500V fire resistant electrical cables having low omission of smoke and corrosive gases when affected by fire – Part 2: Multi-pair cables

BS EN 60702-1 Mineral insulated cables and their terminations with a rated voltage not exceeding 750V – Part 2: Terminations

BS EN 60598-2-22: 1999 Luminaires – Part 2: Particular requirements – Section 2-22: Luminaires for emergency lighting

BS 7846 Electric cables 600/1,000 V armoured fire-resistant cables having thermosetting insulation and low emission of smoke and corrosive gases when affected by fire

CIBSE - LG12 SLL Lighting Guide 12: Emergency Lighting Design Guide

Carbon Trust – ILG008 Installers' Guide to Emergency Lighting

## **SPARE PART SCHEDULE OF STOCKS TO BE HELD**

(Service Engineer should carry ½ of this stock on the service vehicle at any one time)

### **LUMINAIRES:**

6	x	Menvier	Weatherlite WLN
6	x	Menvier	Weatherlite WLM
6	x	Menvier	Exit SE83ICEL
6	x	Menvier	Exit SE83MICEL
6	x	Menvier	Beamlite BEN3
6	x	Menvier	Britelite BLN
6	x	Menvier	Britelite BLM

### **INVERTOR MODULES:**

20	x	Haes Systems Ltd	WA753 Conversion Module
8	x	Menvier	SMCB110 Conversion Module

### **LAMPS AND TUBES:**

25	x	T5 4W White Lamp
25	x	T5 8W 840 lamp
25	x	T5 18W 835 lamp
25	x	T8 36W 835 lamp
25	x	T8 58W 835 lamp
25	x	T8 70W 835 lamp
20	x	2D 28W 835 lamp
20	x	2D 38W 835 lamp

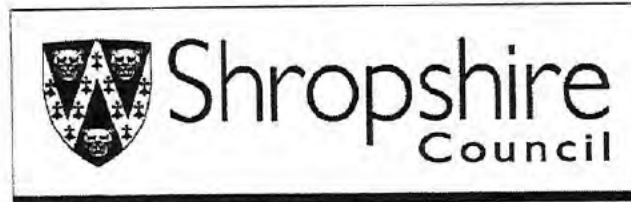
### **BATTERY CELLS:**

30	x	Yuasa	2 stick high temp D cells
30	x	Yuasa	3 stick high temp D cells
30	x	Yuasa	4 stick high temp D cells
24	x	Yuasa	5 stick high temp D cells
10	x	Yuasa	6 stick high temp D cells
24	x	Yuasa	2 slab high temp D cells
24	x	Yuasa	3 slab high temp D cells
24	x	Yuasa	4 slab high temp D cells
6	x	Yuasa	6V 7Ah battery

### **GENERAL PARTS:**

48	x	Litres de-ionised water (distilled)
9	x	Self adhesive exit legend plate (various sizes to suit location & distance)





## **Tender Response Document**

***Tender No – IMC 060  
Maintenance of Emergency  
Lighting***

Name of TENDERING  
ORGANISATION  
(please insert)

*SRS Electrical Contractor LTD*

# Shropshire Council Tender Response Document

## Contract Description:

The contract shall comprise of the annual inspection, servicing and repair of all self-contained emergency luminaires, emergency illuminated signs and emergency central battery units together with connected luminaires, on premises owned by or in the control of the Shropshire Council.

In the first instance competitive fixed unit cost tenders are being invited for the period 1 April 2013 - 31 March 2014, thereafter the contract may be extended annually for a further four years subject to satisfactory performance during the contract year and the submission of an acceptable tender.

## 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: Steve Carpenter, Senior Surveyor – 01743 281094 or via email quoting the contract reference to [steve.carpenter@shropshire.gov.uk](mailto:steve.carpenter@shropshire.gov.uk)
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.

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A2	Non-Canvassing Certificate	7
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<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	10
C	Financial & Insurance Information	12

D	Outstanding Claims & Contract Terminations	14
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### **Award Criteria**

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

### **Selection Criteria - Pass/Fail Questions**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers 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.

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance <b>Q1.1 &amp; 1.2 are mandatory requirements</b>
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities <b>Q 1.2 is a mandatory requirement</b>
Section F / Q 1 & 2	Adequate Experience and References <b>Q 2.7 is a mandatory requirement</b>
Section G / Q 1	Adequate Accreditations and Skills Level <b>Q 1.1 is a mandatory requirement</b>

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

### **Award Criteria – Weighted Marked Questions**

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Weighting / Max Marks Available</b>
<b>Price 60% (600 marks)</b>		
Section H / Q 1	Price	60% / 600 max marks
<b>Total for price</b>		<b>60% / 600 max marks</b>
<b>Quality 40% (400 marks)</b>		
Section F / Q 2.2	Sample Service Report	10% / 100 max marks
Section F / Q 2.3	Sample Inspection Certificate	10% / 100 max marks
Section F / Q 2.4	Method Statement	10% / 100 max marks
Section F / Q 2.5	Qualifications of Individual	5% / 50 max marks
Section F / Q 2.6	Sample Log Book	5% / 50 max marks
<b>Total for quality</b>		<b>40% / 400 max marks</b>

### **Quality Questions/ Scoring Scheme**

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

<b>Assessment</b>	<b>Mark</b>	<b>Interpretation</b>
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	

<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

**The tender receiving the highest mark for quality will receive the full % available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.**

### **Price Evaluation and scoring**

Price will be evaluated using the prices tendered in Section H and will be based on the following criteria:

- (1) A1 Self Contained – 10,758 units
- (2) A2 Central Battery – 16 units
- (3) A3 Slave Luminaire – 718 units
- (4) Logbooks – 230 units
- (5) First hour unit cost normal 8 hour day – 300 hours

(Please note that these figures are based on current usage and the Council cannot guarantee numbers for future work)

These costs will be added together to form a total evaluation price.

The most competitively priced tender will receive the maximum mark for price being **600**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.



**Section A:**  
**1. Form of Tender**

Form of Tender



**Shropshire Council**

Tender for The contract shall comprise of the annual inspection, servicing and repair of all self-contained emergency luminaires, emergency illuminated signs and emergency central battery units together with connected luminaires, on premises owned by or in the control of the Shropshire Council.

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 the Maintenance of Emergency Lighting 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 5/2/13

Designation .....  
Company SRS Electrical Contractors LTD  
Address Unit 53, Stafford Drive, Battlefield  
Enterprise Park, Shrewsbury, Shropshire  
..... Post Code SY1 3FE

Tel No  Fax No .....  
E-mail address   
Web address www.srselec.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 of 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..... *MD* .....

Signed (2) .....

Status.....

(For and on behalf of *SRS Electrical Contractors LTD* .....

Date *5/2/13* .....

**Section A:**  
**3. Non-Collusive Tendering Certificate**

Non-collusive Tendering Certificate


**To: Shropshire Council (hereinafter called "the Council")**

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any 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
- (c) offering or agreeing to pay or give or paying 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 other Tender or proposed Tender for the Services any act or omission.

Signed (1) ...  ..

Status..... *M.D.* .....

Signed (2) .....

Status.....

(For and on behalf of *SRS Electrical Contractors LTD* .....

Date .....



**Section A:**

**4. Declaration of Connection with Officers or Elected Members of the Council**

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?


Yes / **No**

If yes, please give details:

Name	Relationship

**Please note:**

*This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.*

Signed (1)		Status	MD
Signed (2)	.....	Status	.....
(For and on behalf of <u>SRS Electrical Contractors LTD</u> .....)			
Date	.....		

## Section B: Applicant Organisation Details

1.	Applicant Details																		
1.1	<p>Name of contracting Company/Organisation: <i>SRS Electrical Contractors LTD</i></p> <p>Address: <i>Unit 53, Stafford Drive Battlefield Enterprise Park Shrewsbury</i></p> <p>Postcode: <i>SY1 3FE</i></p> <p>Tel: [REDACTED]</p> <p>Email: [REDACTED]</p>																		
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address:</p> <p>Postcode:</p> <p>Company registration number:</p>																		
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: <i>Electrician</i></p> <p>Correspondence Address: <i>Same as above</i></p> <p>Postcode:</p> <p>Tel:</p> <p>Email:</p>																		
1.4	<p>Type of Organisation (please <u>tick</u> all those appropriate):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">(a)</td> <td style="width: 85%;">Sole trader</td> <td style="width: 10%;"></td> </tr> <tr> <td>(b)</td> <td>Partnership</td> <td></td> </tr> <tr> <td>(c)</td> <td>Private Limited Company</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>(d)</td> <td>Public Limited Company</td> <td></td> </tr> <tr> <td>(e)</td> <td>Charity/Social enterprise</td> <td></td> </tr> <tr> <td>(f)</td> <td>Franchise</td> <td></td> </tr> </table>	(a)	Sole trader		(b)	Partnership		(c)	Private Limited Company	✓	(d)	Public Limited Company		(e)	Charity/Social enterprise		(f)	Franchise	
(a)	Sole trader																		
(b)	Partnership																		
(c)	Private Limited Company	✓																	
(d)	Public Limited Company																		
(e)	Charity/Social enterprise																		
(f)	Franchise																		

(g)	Public Sector Organisation	
1.5	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>	YES/NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: 2002	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company:  Registered Name:  Registered Address:  Postcode:  Registration Number:	
2.4	How many years has your company been providing maintenance of Emergency Lighting?	.....6..... years
2.5	Total number of employees: _____	
2.6	Total number of employees engaged solely in the provision of maintenance of Emergency Lighting? _____	0

## 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  <b>Please note this is a mandatory requirement</b>	<input checked="" type="radio"/> YES <input type="radio"/> NO
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company <span style="background-color: black; color: black;">[REDACTED]</span> Date policy taken out <u>29<sup>th</sup> November 2012</u> Expiry date of the policy <u>28<sup>th</sup> November 2013</u> Policy number/reference <span style="background-color: black; color: black;">[REDACTED]</span> Conditions/Exceptions ..... .....	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance  <b>Please note this is a mandatory requirement</b>	<input checked="" type="radio"/> YES <input type="radio"/> NO
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company <span style="background-color: black; color: black;">[REDACTED]</span> Date policy taken out <u>29<sup>th</sup> November 2012</u> Expiry date of the policy <u>28<sup>th</sup> November 2013</u> Policy number/reference <span style="background-color: black; color: black;">[REDACTED]</span> Conditions/Exceptions ..... .....	
1.3	Please enclose photocopies of your Certificates of Insurance	<b>Enclosed</b>

	YES/NO																				
<b>2. Financial Details</b>																					
*	<p>Why do we need to know this?</p> <p>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.</p> <p>How the Council evaluates this information will vary given the nature of the contract to be awarded.</p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b>          Also provide copies of your last 3 years audited accounts.          If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="308 831 1394 1261"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th><b>Accounts Enclosed</b></th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2009/10</td> <td>£.. [REDACTED]</td> <td>£... [REDACTED]</td> <td>YES/NO</td> </tr> <tr> <td>2010/11</td> <td>£.. [REDACTED]</td> <td>£... [REDACTED]</td> <td>YES/NO</td> </tr> <tr> <td>2011/12</td> <td>£.....</td> <td>£.....</td> <td>YES/NO</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			<b>Accounts Enclosed</b>	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2009/10	£.. [REDACTED]	£... [REDACTED]	YES/NO	2010/11	£.. [REDACTED]	£... [REDACTED]	YES/NO	2011/12	£.....	£.....	YES/NO
<u>Company</u>			<b>Accounts Enclosed</b>																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
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2010/11	£.. [REDACTED]	£... [REDACTED]	YES/NO																		
2011/12	£.....	£.....	YES/NO																		
2.2	<p>Please show below your company's turnover in the provision of maintenance of Emergency Lighting in the last three financial years. <b>(Please insert figures – do not refer to attached accounts)</b></p> <table border="1" data-bbox="408 1559 1295 1904"> <thead> <tr> <th><u>Year</u></th> <th><u>Turnover in relation to maintenance of Emergency Lighting</u></th> </tr> </thead> <tbody> <tr> <td>2009/10</td> <td>£. [REDACTED] .....</td> </tr> <tr> <td>2010/11</td> <td>£. [REDACTED] .....</td> </tr> <tr> <td>2011/12</td> <td>£. [REDACTED] .....</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures)</p>	<u>Year</u>	<u>Turnover in relation to maintenance of Emergency Lighting</u>	2009/10	£. [REDACTED] .....	2010/11	£. [REDACTED] .....	2011/12	£. [REDACTED] .....												
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2009/10	£. [REDACTED] .....																				
2010/11	£. [REDACTED] .....																				
2011/12	£. [REDACTED] .....																				

required)
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**Section D:**  
**Outstanding Claims and Contract Terminations**

<b>1. Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation? <span style="float: right;">YES/NO</span>
1.2	If YES to 1.1 please provide further details.

<b>2. Contract Terminations/Deductions</b>	
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

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<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 &amp; 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: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></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 &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	<p><b>YES/NO</b></p>
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme) or equivalent?</p> <p><b><u>This is Mandatory Requirement</u></b></p>	<p><b>YES/NO</b></p>

1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed: 20th March 2013</p> <p>Please tick here if a copy of certificate attached. <input checked="" type="checkbox"/></p>	
1.4	<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>	<p>YES/NO <input checked="" type="radio"/></p>
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p>	
1.6	<p>Do you routinely carry out Risk Assessments?</p>	<p>YES/NO <input checked="" type="radio"/></p>
1.7	<p>If YES to 1.6 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> <p>1. Working at heights 2. safe isolation 3. Live Working. 4. Confined Spaces.</p>	
1.8	<p>Do you have a health and safety training programme for employees?</p>	<p>YES/NO <input checked="" type="radio"/></p>
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>1. UKATA Asbestos Awareness Course 2. Electrical Service + health and safety management. 3. Safe Isolation Procedures. 4. MEWP (mobile elevating working platform)</p>	
1.10	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health &amp; Safety Performance</p>	<p>YES/NO <input checked="" type="radio"/></p> <p>YES/NO <input checked="" type="radio"/></p> <p>YES/NO <input checked="" type="radio"/></p>
1.11	<p>Does your company have a recognised health &amp; safety management system?</p> <p>Please give details below: health + safety full Policy and represented by MBO Safety Services Limited.</p>	<p>YES/NO <input checked="" type="radio"/></p>

# h + S handbook

- moving and handling loads.
- Working at heights.
- First Aid



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1.12 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	

1.13 Does your company consult with employees on health and safety? YES  NO

If YES, please give details below.  
*Tool Box talk's and continual updates with training.*

1.14 Will you be using any sub contractors as part of this contract? YES  NO

1.15 If YES to 1.14 please give details of who your sub contractors are.

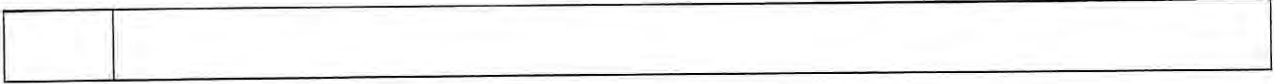
1.16 If YES to 1.14 how do you ensure they are competent?

1.17 Where do you get your competent health and safety advice?  
 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

<b>2. Equal Opportunities</b>	
*	<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> <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i> <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></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:- - Human Rights Act 1998 - Equality Act 2010</p>
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 Public Sector Equality Duty as outlined below.</p> <p>Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010</p> <p>Advance equality of opportunity between those who share protected characteristics and those who do not foster good relations between those who share protected characteristics and those who do not.</p> <p>How do you promote equality towards both service users and employees as part of your operations?</p>

Enclosed  
**YES/NO**

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?	YES/NO
2.6	If YES to 2.5 please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></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 checked="" 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> <p>All of our apprentices are shown to us by [REDACTED] who ever they deem suitable is who we take on.</p>	



2.9	<p>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 grievance?</p> <p>Provide evidence of the above.</p> <p style="text-align: center;"><i>See Equality policy Statement</i></p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	YES/NO

**Section F:  
Contract Experience and References**

1.	<b>Contract Experience and References</b>				
1.1	Please list below up to a maximum of 10 similar emergency lighting contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	<b>Name of Organisation/Company</b>	<b>Contact Name &amp; Address</b>	<b>Value of Contract (£)</b>	<b>Nature of work undertaken</b>	<b>Contract Dates (From - To)</b>
1	[REDACTED]	[REDACTED]	£10,000	Lighting Install + Emergency Lighting Test.	2001 - 2005.
2	[REDACTED]	[REDACTED]	£20,000	"	2011 - 2012
3	[REDACTED]	[REDACTED]	£25,000	"	2010 - 2013
4	[REDACTED]	[REDACTED]	£12,000	"	2012.
5	[REDACTED]	[REDACTED]	£70,000	"	2006 - DATE
6	[REDACTED]	[REDACTED]	£25,000	"	2011 - 2013.
7	[REDACTED]	[REDACTED]	£40,000	"	2011 - 2013.
8	[REDACTED]	[REDACTED]			
9					
10					

2.		
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required maintenance of Emergency Lighting.</p> <p>We have been a well established maintenance Contractor for [REDACTED] For 10 years. As well as [REDACTED] we manage hotels, college private schools as well as [REDACTED]. With these we are charged with various requirements including maintaining emergency lighting so are already set-up</p>	
2.2	<p>Please provide a sample service report</p> <p>Sample enclosed  <input checked="" type="radio"/> YES <input type="radio"/> NO</p>	<p>Max Marks 100 Weight:10</p>
2.3	<p>Please provide a sample Emergency Lighting Periodic Inspection Certificate</p> <p>Sample enclosed  <input checked="" type="radio"/> YES <input type="radio"/> NO</p>	<p>Max Marks 100 Weight:10</p>
2.4	<p>Please provide a Method Statement for carrying out emergency lighting inspection</p>	<p>Max Marks 100 Weight:10</p>
2.5	<p>Please provide certificates for each electrician who will be working on this maintenance contract showing that they are suitably qualified</p> <p>Certificates enclosed  <input checked="" type="radio"/> YES <input type="radio"/> NO</p>	<p>Max Marks 50 Weight:5</p>
2.6	<p>Please provide a sample of the logbook that will be left on site</p> <p>Sample logbook enclosed  <input checked="" type="radio"/> YES <input type="radio"/> NO</p>	<p>Max Marks 50 Weight:5</p>
2.7	<p><b>24 Hour a Day 365 Days a Year Cover</b></p> <p>Companies interested in being considered for refurbishments or day to day repairs must confirm below that they can provide a 24 hour/day, 365 day/year emergency repair service with a maximum response time to attend a site of 24 hours.</p> <p>Please confirm that you agree to provide this cover <input checked="" type="radio"/> YES <input type="radio"/> NO</p> <p><b><u>This is a mandatory requirement</u></b></p>	

do Com out the WCM

	<p>If yes, please state below how this cover will be resourced and organised. Include names, telephone numbers (mobile and fixed) of all individuals to be used.</p> <p>We will split the call out duties between all of our electricians who will do 1 week at a time via a rota system. example provided</p> <p>.....</p> <p>.....</p>	
2.8	<p>Have <u>all</u> members of your company staff who will be employed on this service been through the CRB (Criminals Records Bureau) checking process</p> <p>All -</p> <p>If YES please enclose details</p>	<p><b>PASS/FAIL</b></p> <p><input checked="" type="radio"/> YES <input type="radio"/> NO</p>



## Section G: Accreditations and Skills Level

<b>1.</b>	<b>Accreditations</b>			
1.1	<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 ie NICEIC, ECA, SAFed Approved, Constructionline or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p> <p><b>It is a mandatory requirement to hold NICEIC or ECA and SAFed Approved.</b></p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
	NICEIC	Approved Contractor Scheme	4 <sup>th</sup> April 2001	/
	Constructionline		December 2013	December 2014
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed <input checked="" type="radio"/> YES <input type="radio"/> NO
1.2	<p>Please state any formal quality management systems relevant to this contract, which your company operates i.e. ISO 14001: 2004 Environmental Management Standard and ISO 9001: 2008 Quality Management System or EU Equivalent.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>
	Environmental Agency		MBO (Approved)	29/11/10
	Q.M.S.		own	5/3/13
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed <input checked="" type="radio"/> YES <input type="radio"/> NO

## Section H:

### Tender Schedule

SHROPSHIRE COUNCIL

PROPERTY SERVICES - FACILITIES MANAGEMENT GROUP

SHROPSHIRE COUNCIL MAINTAINED PROPERTIES

**MAINTENANCE OF EMERGENCY LIGHTING SYSTEMS DURING PERIOD**  
**1 APRIL 2013 TO 31 MARCH 2014 WITH REVIEWS AND EXTENSIONS**  
**UNTIL 31 MARCH 2018**

Unit costs for work included in the specification and schedules. Operative for the period 01 April 2013 to 31 March 2014.

**Unit Cost for maintenance**

(1) A1 Self Contained	£	
(2) A2 Central Battery	£	
(3) A3 Slave Luminaire	£	
C1 Slave Luminaire	£	
(4) Logbooks	£	

Please note above should be inclusive of mileage

**Unit Cost for supply, fitting and removal from site at time of service.**

Yuasa 2 stick high temp D cells	£	
Yuasa 3 stick high temp D cells	£	
Yuasa 4 stick high temp D cells	£	
Yuasa 5 stick high temp D cells	£	
Yuasa 6 stick high temp D cells	£	
Yuasa 2 slab high temp D cells	£	
Yuasa 3 slab high temp D cells	£	
Yuasa 4 slab high temp D cells	£	
Yuasa 6V 12Ah battery	£	
T5 4W White Lamp	£	
T5 8W 840 lamp	£	
T5 18W 835 lamp	£	
T8 36W 835 lamp	£	

T8 58W 835 lamp

£

T8 70W 835 lamp

£

2D 28W 835 lamp

£

2D 38W 835 lamp

£

Menvier Weatherlite fitting

£

Menvier Britelite fitting

£

Menvier Exit SE fitting

£

Menvier Beamlite fitting

£

**Please note above should be inclusive of mileage**

SHROPSHIRE COUNCIL

PROPERTY SERVICES - FACILITIES MANAGEMENT GROUP

SHROPSHIRE COUNCIL MAINTAINED PROPERTIES

MAINTENANCE OF EMERGENCY LIGHTING SYSTEMS DURING PERIOD  
01 APRIL 2013 TO 31 MARCH 2014 WITH REVIEWS AND EXTENSIONS UNTIL  
31 MARCH 2017

Rates for any work not included in the specification and schedules. Operative for the period 01 April 2013 to 31 March 2014.

(5) First hour unit cost normal 8 hour day	£	
Hourly rate during normal 8 hour day	£	
First hour unit cost after normal 8 hour day Monday to Friday	£	
Hourly rate after normal 8 hour day Monday to Friday	£	
First hour unit cost Saturday working	£	
Hourly rate for Saturday working	£	
First hour unit cost Sunday working	£	
Hourly rate Sunday working	£	
First hour unit cost Bank Holiday working	£	
Hourly rate Bank Holiday working	£	
Percentage additions on net cost of material to cover profit handling.		<input type="text"/> %

COMPANY NAME: SRS Electrical Contractors LTD  
DATE: 5/2/13

**THIS FORM TO BE RETURNED WITH THE TENDER**

SRS Electrical Contractors Ltd  
Unit 53  
Stafford Drive  
Battlefield Enterprise Park  
Shrewsbury  
SY1 3FE  
FAO [REDACTED], Electrician

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
SY2 6ND

Date: 15 March 2013

Dear Sirs

**IMC 060 – MAINTENANCE OF EMERGENCY LIGHTING**

**SHROPSHIRE COUNCIL**

**SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the “Regulations”).

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer of the above contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 26 March 2013.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework after the expiry of the standstill period.

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 40% and price for 60% of the total marks.

We can confirm that your tender received the following scores and ranking:-

<b>Criteria</b>	<b>Your Weighted Score</b>	<b>Your Rank</b> (out of all 12 tenders received)
Price (out of 600 marks)	<b>600</b>	<b>1</b>
Quality (out of 400 marks)	<b>380</b>	<b>6</b>
Overall	<b>980</b>	<b>1</b>

Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-

QUALITY - 40% (out of 400 marks)			SRS Electrical Contractors Ltd		
Section F	Contract Specific Questions	Weighting	Question Marks	Weighted Marks	Justifications
2.2	Sample Service Report	10	10	100	Follows BS5266 guidelines & our stated requirements
2.3	Sample Inspection Certificate	10	8	80	Follows BS5266 guidelines, however standard provided not particularly clear as photocopy, computer generated test report would have scored higher marks
2.4	Method Statement	10	10	100	comprehensive, detailed, job specific
2.5	Qualifications of Individual	5	10	50	comprehensive information provided, all staff engaged in service fully qualified
2.6	Sample Log Book	5	10	50	Standard log book as our stated requirements
<b>Total Quality Score</b>			380		
<b>TOTAL WEIGHTED QUALITY SCORE</b>			380		
<b>RANK</b>			6		

We will be in touch with you again at the end of the standstill period.

Yours faithfully

[Redacted Signature]

[Redacted Name]  
Head of Customer Support & Assets  
Shropshire Council

[Redacted Signature]

Senior Surveyor North  
Shared Services  
Shropshire Council