



**Property Services Group**

**Approved List of Contractors**

**Conditions & Operation Guide**  
**ALL CATEGORIES**

**Please read all pages carefully before completing the  
Approve List of Contractors Application Form**

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## **A. Property Services Group Approved List of Contractors**

Applicant contractors must submit a fully completed application form for each relevant category that they wish to apply for. The forms will be evaluated and if successful, the contractor will be included on the Approved List of Contractors for the relevant category/categories.

The Approved List of Contractors is an 'open' list which enables contractors to apply to be included on the list at any time throughout the duration of this contract. The same process would need to be followed with the completion of the application form for each relevant category and these will be evaluated in accordance with this document.

The Approved List of Contractors will be regularly monitored to ensure that insurances, health and safety information, DBS Enhanced checks and relevant certificates are kept up to date. Failure to comply will result in suspension or removal from the Approved List of Contractors.

Once on the Approved List of Contractors performance will be monitored, positive and poor. If poor performance reaches a consistent or an unacceptable level then the RAG (Red, Amber, Green) rating will apply. Please see section I for full details.

## **B. Shropshire Council Instructions & Special Terms & Conditions**

Shropshire Council wishes to create an Approved List of Contractors for the provision of works to all its properties including offices, schools and some domestic housing in the following categories:

1. Building
2. Electrical
3. Mechanical
4. Painting & Decorating
5. Refenestration
6. Roofing
7. Domestic & Commercial Equipment
8. Blinds & Curtains Services
9. Glazing Services
10. Landscaping Services
11. Flooring Services
12. Air Conditioning, Heat Recovery & Refrigeration Equipment
13. Tarpaving Services
14. Drainage Services
15. Fire Risk Assessment Services
16. Specialist Services

The Shropshire map will be divided into 5 areas for each of the above categories

Also each of the above 6 categories will be further sub-divided by all of the following value bands of work as appropriate for the category type.

- £0 – £5k
- £5 – £50k
- £50k - £140k (category 1 from 1/10/19, our DPS will cover works above this value <https://www.delta-sourcing.com/respond/4Q438W4M35>)
- £50k – £180k (categories 2-16)

The Contracting Authority reserves the right to exclude any contractor from emergency call outs and day works if their pricing schedule is deemed uncompetitive. Contractors will however still be invited to quote/tender for other non-emergency/day works projects.

The Contracting Authority reserves the right to remove any contractor from the approved list if they deviate from the pricing schedule.

It is also intended that:-

1. Emergency call out and day work Contractors will be selected on a geographical, rotation or availability basis. . If there is insufficient cover other contractors may be approached to undertake emergency work.
2. Selected contractors may be required to work in higher value bands if there is insufficient cover in those areas or bands.

The Contracting Authority reserves the right to remove any contractor from the approved list for poor performance or any major breach of the approved list requirements.

The Contracting Authority also reserves the right to use specialist contractors outside of this approved list if required for specialist work such as work to historic buildings and other types of work.

Applications must be submitted in accordance with the conditions and operation guide. Any applications not complying with these instructions in any aspect risk being rejected by Shropshire Council whose decision in this matter shall be final.

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## **1.0 Invitation**

You are invited to apply, to form part of an Approved List of Contractors divided into specific categories who will be invited to quote or tender for individual requirements throughout the duration of the Approved List of Contractors agreement as detailed in the this document. The Approved List of Contractors will start from 1<sup>st</sup> April 2015 and will be reviewed on an annual basis.

Applications are to be submitted in accordance with the instructions outlined within this document and the application form.

## **2.0 Terms and Conditions**

Every application received by Shropshire Council ('the Council') shall be deemed to have been made subject to the Terms and Conditions of this document unless the Council shall previously have expressly agreed in writing to the contrary.

The applicant is advised that in the event of their application being accepted by the Council, they will form part of an Approved List of Contractors and will be required to provide tenders and quotations for the categories the applicant has been accepted for in accordance with this agreement throughout its duration.

Contractors selected onto the approved contractors list must liaise directly with Property Services Group Shropshire Council only in relation to work under the list and must not directly approach any of the Shropshire Council properties. The Council reserves the right to remove any contractor from the Contractors approved list which are in breach of this requirement.

## **3.0 Preparation of Application**

### **3.1 Completing the Approved List of Contractors Application**

Applications should be submitted using the Approved List of Contractors application form following the instructions given in this document and on the application form. The applicant's attention is specifically drawn to the date and time for receipt of application forms.

All documents requiring a signature must be signed;

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

### **3.2 Application Preparation and Costs**

Applicants must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their application forms.

The Council will not be liable for any costs incurred by applicants in the preparation or presentation of their application forms.

### **3.3 Requirements**

The applicant is deemed to have made him/herself acquainted with the Council's requirements and apply accordingly. Should the applicant be in any doubt regarding the true meaning and intent of any element of the specification he/she is invited to have these fully resolved before submitting the application form. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

The applicant shall be deemed to have a thorough knowledge of the requirement by inspecting and taking due account of this document, and by satisfying him/herself as to the accuracy of the data included before the application form is submitted.

Any application form error or discrepancy identified by the Council shall be drawn to the attention of the applicant who will be given the opportunity to correct, confirm or withdraw the application form.

#### 3.4 **Parent Company Guarantee**

It is a condition of any contract awarded under this Contractor's approved list that if the applicant's company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if required by the Council.

#### 3.5 **Warranty**

The applicant warrants that all the information given in their application form is true and accurate. The information provided will be deemed to form part of any contract formed under this Approved List of Contractors arrangement.

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

#### 3.6 **Submission**

Application forms must be submitted by the deadline stated on the application forms. **In order to be considered for the initial Contractors approved list.**

**Completed applications and mandatory documentation to be emailed to [contractorslist@shropshire.gov.uk](mailto:contractorslist@shropshire.gov.uk)**

**Alternatively you can send one hard copy to the Property Services Group Manager, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND**

The application form documents must be treated as private and confidential. Applicants should not disclose the fact that they have been invited to apply or release details of the application form 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 application form.

No unauthorised alteration or addition should be made to the Approved List of Contractors application form, or to any other component of the document. If any such alteration is made, or if these instructions are not fully complied with, the application form may be rejected.

The Council's decision on whether or not an application form is acceptable will be final.



### 3.7 **Queries**

Any queries arising in relation to this invitation should be raised by emailing [contractorslist@shropshire.gov.uk](mailto:contractorslist@shropshire.gov.uk) quoting the category. All queries should be raised as soon as possible.

## 4.0 **Confidentiality and Freedom of Information**

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

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

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

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

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

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

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

## 5.0 **Non-Canvassing**

Any applicant who directly or indirectly canvasses any member, official or agent of the Council concerning their application to the approved list or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other application or proposed application for the services shall be disqualified. The Canvassing Certificate must be completed and returned as instructed.

## 6.0 **Collusive Applications**

Any applicant who:

- (a) Fixes or adjusts the rates within their application form 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 their proposed rates in their application form (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the application form for insurance purposes); or
- (c) Enters into an agreement or arrangement with any other person that he shall refrain from applying or as to the rates contained in any application form to be submitted; or

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 their application form for the services any act or omission;

Shall (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by an applicant may attract) be disqualified. The Non-Collusive Application Certificate must be completed and returned as instructed.

## **7.0 E-Procurement**

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

## **8.0 Award onto approved list**

- 8.1 All responses to the Mandatory questions contained within the application form(s) are to achieve a pass rating. However, the Council is not bound to accept any application form.

### **Value of Contract**

- 8.2 Shropshire Council cannot give any guarantee in relation to the value of the contracts to be awarded under this Approved List of Contractors. Additionally, there is no guarantee that an individual Approved List of Contractors contractor will be awarded any business under this agreement.

### **Acceptance**

- 8.3 The completed application form and this documentation together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council. If accepted, the Contractor will form part of an Approved List of Contractors for the categories the applicant has been accepted for who will be asked to quote or tender as appropriate for the categories throughout the duration of this Approved List of Contractors. Once a quotation or tender is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

The completed application form and this documentation together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council. If accepted, the Contractor will form part of an

Approved List of Contractors for the categories the applicant has been accepted for who will be asked to quote or tender as appropriate for the categories throughout the duration of this Approved List of Contractors. Once a quotation or tender is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

The Contractor shall be prepared to commence the provision of the services on approval of their application.

## 9.0 Payment Terms

**Applicants 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 any quote or contract under the Contractor's approved list which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a quote or contract 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 or quote it may have, the right to require the applicant to spread such proportion of the costs as are considered excessive over the duration of the Contract.

## C. Completion of Approved Contractors Application

### 1.1 Instructions & Key Information

The Approved List of Contractors application form must be completed in its entirety with responses being given to all questions for the Areas and Value Bands you are applying for. **A separate application form must be fully completed for each category** if you wish to be considered. **All requests for supporting documents must be included. Failure to do so will exclude your application from being processed.**

All questions require specific responses from you relating to the organisation named. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if it is not fully completed or is found to be inaccurate.

Where copies of certificates and other details are requested a photocopy must accompany the hard copy of your Approved List of Contractors application.

### 1.2 Filling in the Document

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

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

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO

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

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

## **D. Scope, Parameters and Information**

### **Description:**

The application form is for the new Shropshire Council Property Services Group Approved List of Contractors to provide a select list of Contractors from which the Council can procure contractors for its day to day needs in respect of building/construction related works of both capital and revenue nature.

The work will comprise capital, planned and reactive maintenance work and emergency work, where indicated, across the Council’s Property portfolio.

The work will also include that procured for and on behalf of Shropshire & Rescue Service for work throughout the whole of Shropshire, either by Shropshire Council as their agents or by Shropshire & Rescue Service directly. Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

The objective of this is to compile the above Approved List of Contractors who will have been pre-approved and checked in terms of Financial strength, Insurance adequacy, Essential Criteria, DBS (CRB) Checks, Health & Safety compliance, Equality & Diversity compliance and Contract Performance for the Council to procure from.

Membership of, and accreditation with, Contractors Health and Safety Assessment Scheme as mutually recognised under SSIP (Safety Schemes In Procurement) is a mandatory requirement for this Approved List of Contractors.

Shropshire Council reserves the right to use Specialist Contractors outside of this Approve List of Contractors if required due to specialised or unique nature of the work concerned i.e. including but not restricted to; Swimming Pools, Renewable Technology, Buildings of Special Historical Interest. Contractors who are on the Approved List would still be able to apply to compete for such work, should they feel competent and relevant industry approved qualifications and experience to so do.

## **E. Work Areas**

In respect of work procured for Shropshire Council the Council’s geographical area will be divided into 5 areas of Shropshire, see Section A (page 4) of the application form for a map of Shropshire.

## F. Work Categories and Value Bands

The Approved List of Contractors Work Categories are as indicated below together with the Value Bands that will be assigned to each. **Applying Contractors will be asked to complete separate application forms for each work category they wish to be considered for.**

Emergency work		Work Value Bands		
In normal working hours Monday - Friday 8am – 4.30pm	Out of hours 4.30pm – 8am	£0 - £5K	£5K - £50K	£50k - £140k (category 1) £50K -£180K (categories 2-16)

The Emergency Work category is not associated with a given value band but would not generally be expected to exceed £2K at any given time.

The definition of normal hours and out of hours is as given below in the Emergency Work category information.

It should be noted that:

Should there be insufficient cover in a given work category and value band of a particular geographical area, then the Council may require contractors from those same work categories and value bands in an adjacent geographical areas to provide the services required.

The Work Value Bands £0 to £5K and £5K to £50K may include works within domestic housing properties, small holdings and agricultural premises, as part of the Approved List of Contractors application form, applicants will be asked to express their willingness or otherwise to be considered for such work on page 20 of the application form.

### 1.1 Emergency Work Category

Emergency work is defined as work required to prevent/stabilise a life threatening situation, or situations of severe disruption or distress to premises users, or likely to cause damage or loss.

With regard to the Emergency contractors categories, it should be noted that Shropshire Council may use contractors other than the dedicated emergency ones should there not be sufficient emergency cover, or poor performance by an emergency contractor, and/or following suspension/removal of contractors from the Approve List of Contractors.

It is a mandatory requirement under this category that the following response times will be and are provided;

- Emergency Call Outs - Time from receipt of the call to attendance on site and commencing appropriate safety action in normal Daytime Hours - must be within **2** hours.
- Please note we would only expect a contractor to make a second visit to site if specialist stock is required and not held on the vehicle.
- We would expect a site visit to be undertaken by a single operative unless justified i.e. except for Health & Safety reasons. Please show the reason for more than one operative on your site attendance sheet as failure to do so may result in a delay in payment.

- Normal Daytime Hours is defined as:- 8am to 4.30pm Monday to Friday excluding Statutory and Bank Holidays.
- Failure to attend site in the requested response times will lead to a RAG rating – please see section (I) for full details.

## **1.2 Reactive Daytime Call-Out Work**

Call-out work is defined and determined by Shropshire Council as work, other than that denoted Emergency Work, such as faults or repairs that are disruptive to or affect the proper functioning of a premise, situations that create safety hazards, situations that may cause an area or function to become unavailable if not rectified, or problems that have serious financial implications.

These would not generally be expected to exceed £2K in value at any given time.

Contractors who indicate a willingness to undertake Call-out work will be required to ensure that the following response time can be provided;

- Time from receipt of the call to attendance on site and commencing appropriate safety action, at all times – within 8/24 hours/next working day.
- Normal Daytime Hours is defined as:- 8am to 4.30pm Monday to Friday excluding Statutory and Bank Holidays.
- Please note we would only expect a contractor to make a second visit to site if specialist stock is required and not held on the vehicle.
- We would expect a site visit to be undertaken by a single operative unless justified i.e. except for Health & Safety reasons. Please show the reason for more than one operative on your site attendance sheet as failure to do so may result in a delay in payment.
- Failure to attend site in the requested response times will lead to a RAG rating – please see section (I) for full details.
- Out of Hours is defined as:- Any other time (4.30pm – 8am 365 days a year)

## **G. Procurement & Evaluation Process**

This is a single-stage process following which successful contractors will be invited onto the various Approved List of Contractors Categories.

Evaluation will be based on the mandatory requirements contained within the application form.

**A fail on any of the mandatory requirements will automatically exclude the application.**

Unsuccessful applicants will be informed by email and may seek feedback from the Council.

## **H. Approved List of Contractors Operation Process**

The allocation of works will be determined by a quotation/tender process between all Contractors in the particular category, subject to the exceptions as detailed below.

The award criteria to be used following the receipt of the quotations/tenders under the Approved List of Contractors will be based on price and ability to deliver on time.

£0 – £5K Value Band	The procurement of a contractor for reactive day works in this value band will be by price, geographical, rotational or availability basis. For quotes and tenders, three prices will be obtained.
£5K - £180K Value Band	All contractors within the chosen category will be invited to provide quotes or tenders for works in this value band

## **I. Contractor Performance Evaluation – KPI's**

The Council will operate a Performance Monitoring System for Contractors working under this Approved List of Contractors, to enable the recording of and act on, under performance in respect of Contractors/projects.

The system will be a RAG (Red, Amber, Green) traffic light system for any work carried out at any value. A Contractor who performs adequately and in accordance with our requirements will be recorded as 'Green', all Contractors will start with a Green status by default.

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

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

Examples of issues that could lead to an Improvement, Registration of Concern or Warning Notice being raised are repeated instances of:-

- H & S lapses on sites, Failures to produce timely H & S Plans/Manuals, unacceptable work, poor workmanship, use of non-specified materials without authorisation, inadequate control of sub-contractors, lack of adequate services commissioning, insufficient provision of resources, inadequate programming, failure to adhere to timescales/sectional completions, failure to provide financial information, untimely provision of final accounts.

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

The system process steps are;

- |                                      |   |
|--------------------------------------|---|
| 1. Improvement Notice - (Amber)      | Issue to the Contractor/Consultant an "Improvement Notice" recording the issues and giving the opportunity to improve. Issue of an Improvement Notice will be by email or formal letter.  |
| 2. Registration of Concern - (Amber) | Issue to the Contractor/Consultant a "Registration of Concern" recording the issues and any previous Notifications and requiring immediate response to the issues raised and performance improvement. The Contractor/ Consultant may be asked to attend a formal meeting to explain the reasons for poor performance and provide mitigation. Issue of the ROC will be via email or formal letter. |
| 3. Warning Notice - (Red)            | Issue to the Contractor/Consultant a "Warning Notice" recording the issues, previous Notifications and requiring immediate improvement under threat of suspension, for six months or until improvement can be proven to the satisfaction of Property Services Group, whichever is the shorter period. It may also require the Contractor/Consultant to attend a formal                            |

meeting to explain why no improvement has been made. Issue of Warning will be via email or formal letter.

4. Suspension Notice -  
(Red)

Issue to the Contractor/Consultant a "Suspension Notice" recording the issues, previous Notifications and advising of suspension until improvement can be proven to the satisfaction of Property Services Group. Issue will be via formal letter.

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

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

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

## **J. Additional Terms & Conditions**

For works that are awarded that are inclusive of a "Defects Liability Period", the response times that will be required during that period for emergency works are as defined under the Emergency Work Category above.

Information provided as required by this application will be subject to continual evaluation. Random monitoring of invoices submitted in respect of work allocated against Tendered Hourly Rates and Mark-up percentages will be carried out, for example, Call-out work and Emergency work, should any of these indicate that incorrect rates have been used, then the invoices will be rejected and the Contractor will be required to re-submit his invoice using the correct rates before payment will be authorised.

Financial checks will be carried out and monitored as and when required by Shropshire Council Audit Team, bad financial strength will result in suspension from the Approved List of Contractors.

It is Shropshire Council's practice to provide contractor details from other relevant Approved List of Contractors where a works will include the use of subcontractors and will recommend their use.

Cost information provided as part of the application return submission will be deemed to be fixed for a minimum period of one year from the date of award of the Approved List of Contractors. Thereafter applications for price adjustments may be submitted which will be considered against the conditions appertaining at that time and in conjunction with the Retail Price Index (RPI). The Council reserves the right to accept or otherwise such price adjustments.

It is entirely the contractor's responsibility to maintain their **mandatory Approved List of Contractors requirements** up to date and provide updated evidence of such to the Council, contractors who allow mandatory required elements to lapse, or who fail to provide evidence of renewal to the Council will be suspended from the Approved List of Contractors until such time as these have been renewed and evidence of such provided to the Council.

The Council reserves the right to restrict Contractors invitations to quote/tender if it is indicated that they are not competent to do projects for the value bands that they are in, or are providing poor performance on projects within that value band, and ultimately remove Contractors from the Approved List of Contractors should this prove necessary.

The Council is developing its Ordering/Finance electronic system which includes the possible use of a web interface that contractors would be able to log into. The purpose of this would be to enable contractors to directly move the status of works to "completed" to provide the Council with more accurate status information regarding works than relying on verbal information or the receipt of invoices. Although this facility is not



available at the time of issuing these documents, acceptance of a willingness by contractors to operate this facility as an integral part of the service that they will be providing to the Council is assumed by default.

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.

Contractors shall familiarise themselves with the sites and in particular to the problems of gaining access to the sites. 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.

Contractors and their employees must report to the premises offices or receptions whenever they are visiting sites to 'book-in' (using the company name), and ensure they 'book-out' when leaving sites on all occasions. Please see details below under Disclosure Barring Service (page 21)

Asbestos Management Regulation - Contractors shall be aware that there is a mandatory requirement to sign the onsite Asbestos Register prior to the commencement of any work on any existing site.

Contractors 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.

### **1.1 Probationary Period**

Shropshire Council reserve the right to remove any contractor at any time.

New Contractors to Shropshire Council will be monitored on their performance on a monthly basis for 12 months using the RAG rating system (as per Item I).

The RAG rating will continue for all Contractors who are on the Approved List throughout the duration of this contract.

### **1.2 Identity Passes**

All employees and persons servicing Contractors 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 their 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 and their DBS number. The passes should be encapsulated for protection and be available for inspection by premises staff or representatives of the Council, at any time while the operative is on site.

### **1.3 General Health & Safety**

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

Contractors 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 all in accordance with the latest PPE at work regulations.

If premises management agree to provide in-house toilet facilities, Contractors 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.

### **1.4 Risk Assessments and Method Statements**

Where applicable, Contractors shall be required to carry out a detailed and recorded Risk Assessments prior to any works being carried out.

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 (hot works) and other overhead work (working at height)
- g) contaminated sites or buildings
- h) other high risk activities may also require a Permit to Work

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

### **1.5 Data Protection**

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

- The British Standard for the secure destruction of confidential material (BS 8470:2006) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs.
- Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies with BS 8470 when transporting, storing and destroying documents.
- The Data Protection Act 1998 introduced a requirement in October 2000 that all organisations that are contracted to provide services to the Council and that services includes processing of personal data are obliged to ensure secure storage of data.
- The Contractor shall at all time during the terms of the Contract implement appropriate technical and organisational measures acceptable by the Council to protect any personal data being accessed or processed by unlawful processing of personal data and against accidental loss or destruction of or damage to personal data held or processed by the Contractor and that the Contractor shall have taken all reasonable steps to ensure reliability of any of their staff which will have access to personal data processed as part of the contract.
- The Contractor shall act only on the Council's instructions in relation to the processing of any personal data provided to the Contractor by the Council or on behalf or by the Council's employees or former employees.
- Upon receipt of at least 7 days' notice the Contractor shall allow access to any relevant premises owned or controlled by the Contractor to inspect procedures described above and will, on the Council's request, prepare a report to the Council as to the Contractor's current technical and organisational measures used to protect any such personal data.
- The Contractor shall consider all reasonable suggestions which the Council may put to the Contractor to ensure that the level of protection provided for personal data is in accordance with this document and make changes suggested unless the Contractor can prove to the Council reasonable satisfaction that they are not necessary to ensure on going compliance with the Contractor undertaking in the clauses stated above.

### **1.6 Business Continuity**

The Contractor is required to have considered Business Continuity arrangements and developed robust Business Continuity Plans which will minimise any effects on this contract should the Contractor's resources or operations be compromised through an unplanned event. The Contractor shall make available upon request for inspection their Business Continuity plans which, as a minimum, shall detail contingencies in the event of loss or reduced Contract Administration staff, office facilities or IT infrastructure and craft operatives

and/or sub-contractors in the event of widespread illness i.e. flu pandemic. Additional contract sensitive issues i.e. supply chain management should also be considered.

## 1.7 Site Protection

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

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

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

- Fire Precautions Act 1971
- The Health and Safety at Work etc. Act 1974
- Health and Safety (First Aid) Regulations 1981
- Electricity at Work Regulations 1989
- Construction (Head Protection) Regulations 1989
- Environmental Protection Act 1990
- The Control of pollution Act 1989
- Manual Handling Operations Regulations 1992
- Workplace (Health Safety and Welfare) Regulations 1992
- Personal Protective Equipment at Work Regulations 1992
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 2013
- Confined Space Regulations 1997
- Lifting Operations & Lifting Equipment Regulations 1998
- Provision & Use of Work Equipment Regulations 1998
- Management of Health & Safety at Work Regulations 1999
- The Fire Precautions (Workplace) Regulations 1999
- Control of Substances Hazardous to Health Regulations (amended) 2004
- Control of Noise at Work Regulations 2005
- Working at Height Regulations 2005
- The Control of Asbestos at Work Regulations 2012
- Construction and Design Management Regulations 2007

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

## 1.8 Disclosure Barring Service (DBS)

Contractors must ensure that all members of staff (who attend site) are registered through the DBS and written confirmation must be supplied to the Council. **As contractor staff will normally be working within Shropshire Council Schools and other establishments they will be required to provide proof of their DBS Enhanced checks this should be carried at all times and should be presented to the site on arrival. Contractors will be asked to completed Appendix A of the DBS Agreement and sign it as part of their application form.**

## 1.9 Termination

The Council reserves the right to remove any contractor from the approved list at its absolute discretion where there are reasonable grounds for doing so and the Council will not be liable in any way to the contractor in such circumstances

Contractors who wish to be removed from the Approved List of Contractors during its duration need to do so in writing to The Property Services Group Manager, Property Services Group, Shropshire Council, The Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

## 1.10 Access Equipment

The contractor is responsible for providing and supervising all access equipment and this shall be at their own expense. This to include scaffolding, cherry pickers etc.

## 1.11 Working at Height

It is the contractor's responsibility to ensure that their operatives who are working at height do so in accordance with the Working at Height Regulations 2005 (WAHR).

## 1.12 Payment of Invoices – e-mailed to- [propertyfinance@shropshire.gov.uk](mailto:propertyfinance@shropshire.gov.uk)

Payment will be made following the submission of an electronic invoice, to include a signed and authorised work sheet, on completion of the works and must be presented within 28 days following completion of works. All invoices must clearly state the following information:

- Addressed to Property Services Group, Shropshire Council
- Be on a company letterhead showing company name and address
- If VAT is chargeable, invoice to have a VAT registration number
- Site name and address (with property number if known)
- Official Order Number – if an out of ours call out, please request order number from Surveyor during business hours
- Time left site (round up to nearest **half an hour**, so if left site 10.10am can charge up to 10.30am)
- Hourly rate
- Timeline of visits to and from site, including dates, times on site and mileage with brief explanations for additional visits.
- Mileage to be charged at 45p per mile, in line with HMRC's business mileage rate.
- Number of operatives (where appropriate PSG would encourage contractors to use apprentices on jobs that require two or more operatives).
- Sub-contractors details
- Materials used along with the cost for each item and mark up (low value items can be grouped together as 'Sundry Items')
- Worksheet signed by authorised person on site (If no one is available to sign the worksheet onsite, a calling card must be left confirming the visit. Every effort must be made to sign in and out of properties.)
- Worksheets, if attached as a separate document, must contain the invoice number in the document file name.
- All invoices must be submitted in a **PDF** format to [propertyfinance@shropshire.gov.uk](mailto:propertyfinance@shropshire.gov.uk)
- Invoices must meet the above criteria in order to be valid and payment will only be made upon receipt of a valid invoice.

## 1.13 Recalls

Return visits to site within 28 days necessitated in the judgement of the Client by earlier breakdown/repairs works shall be at the Contractor's expense.

## **K. TYPES OF CONTRACT: INDUSTRY STANDARDS**

Works values up to £50k will be procured against a Shropshire Council official order and will be in accordance with these terms and the Council's General Terms and Conditions .

Work values between £50k and £180k will be procured against a Council official order referencing a particular Form of Contract.

The following are some standard types of Contracts and Agreements that may be applicable to the type of works awarded under this Approved List of Contractors agreement.

Shropshire Council will seek to use the current version of these standard contracts where appropriate.

### **1.1 Building and Engineering Works**

- JCT Standard Form (Local Authorities) Edition (with or without quantities)
- JCT Intermediate Form (IFC98) (simple content only)
- JCT Agreement for Minor Building Works (MW98)
- JCT Standard Form of Management and Associated Works Contract Conditions (1998 Edition)
- JCT Prime Cost Contract (1998 Edition)
- JCT Design & Build Contract (DB 2005)
- JCT Intermediate Building Contract (IC 2005)
- JCT Intermediate Building Contract with Contractor's Design (IC/D 2005)
- JCT Minor Works Building Contract (MW2005)
- JCT Minor Works Building Contract with Contractors Design (MWD 2005)
- JCT Contractors Approved List Agreement (FA 2005)
- JCT Contractors Approved List Agreement Non-binding (FA/N 2005)
- JCT Standard Building Contract with Quantities (SBC/Q 2005)
- JCT Standard Building Contract with Approximate Quantities (SBC/AQ 2005)
- Sub-contractors Nominated NSC/C, NSC/W, NAM/SC (1998 Editions)
- ICE Conditions of Contract
- ICE Conditions of Contract (Minor Works)
- The Engineering and Construction Contract (formerly known as the New Engineering Contract)
- ICE - GC/Works (1998 Edition) including GC/Works/1 Standard Condition
- GC/Works/2 Minor Works
- GC/Works/3 Sub-Contract
- Design and Build Contracts

### **1.2 Specialist Work Associated With Building & Engineering Works**

- Institution of Electrical Engineers
- Institution of Mechanical Engineers