

#### **EUROPEAN UNION**

Publication of Supplement to the Official Journal of the European Union 2, rue Mercier, L-2985 Luxembourg Fax (352) 29 29-42670

#### **CONTRACT NOTICE**

#### **SECTION I: CONTRACTING AUTHORITY**

#### I.1) NAME, ADDRESSES AND CONTACT POINT(S)

Official name: Shropshire Council

Postal address: Shirehall, Abbey Foregate

Town: SHREWSBURY Postal code: SY2 6ND

Country: United Kingdom

Contact point(s): Telephone: 01743 252993

For the attention of: Nigel Denton, Head of Procurement

Email: procurement@shropshire.gov.uk Fax: 01743 255901

#### Internet address(es) (if applicable)

General address of the contracting authority (URL): www.Shropshire.gov.uk

Address of the buyer profile (URL):

#### Further information can be obtained at:

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

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

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

#### Tenders or requests to participate must be sent to:

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

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

O Ministry or any other national or federal authority,	<ul><li>General public services</li></ul>
including their regional or local sub-divisions	O Defence
O National or federal agency/office	<ul> <li>Public order and safety</li> </ul>
<ul><li>Regional or local authority</li></ul>	○ Environment
Regional or local agency/office	O Economic and financial affairs
O Body governed by public law	○ Health
O European institution/agency or international	<ul> <li>Housing and community amenities</li> </ul>
organisation	Social protection
Other (please specify):	O Recreation, culture and religion
	○ Education
	Other (please specify):
The contracting authority is purchasing on behalf of otl	her contracting authorities:
Oves • no	

#### **SECTION II: OBJECT OF THE CONTRACT**

#### II.1) DESCRIPTION

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

RMC 127 - Periodic inspection, lubrication, test and repair of lifts

#### 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))

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

#### II.1.3) The notice involves

	Α	nublic	contr	act
•	_	Public	, com	auı

- O The establishment of a framework agreement
- O 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 year(s): or month(s):

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

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

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

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

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

The contract will be for an initial period of 12 months with an option to extend for up to a further 4 years. The contract is due to commence on 1st April 2011.

#### II.1.6) Common procurement vocabulary (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	71630000	

● yes ○ no

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

O yes ⊚ no

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

O one lot only

O one or more lots

O all lots

#### II.1.9) Variants will be accepted

● yes O no

#### II.2) QUANTITY OR SCOPE OF THE CONTRACT

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

If applicable, estimated value	excluding VAT (give figures only): 350000.00	Currency: GBP
OR Range: between	and	Currency:

#### II.2.2) Options (if applicable)

Oyes Ono

**If yes,** description of these options:

If known, provisional timetable for recourse to these options:			
in months:	or days:	(from the award of the co	ontract)
Number of possible renewals (if any):		or Range: between	and
If known, in the cas	se of renewable supplies or	service contracts, estimated timef	rame for subsequent
in months:	or days:	(from the award of the co	ontract)

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

Duration in mor	nths:	or days:	(from the award of the contract)
OR Starting	01/04/2011	(dd/mm/yyyy)	
Completion	31/03/2016	(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 documents

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

See Tender documents

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

See Tender documents

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

O yes ⊚ no

If yes, description of particular conditions

#### III.2) CONDITIONS FOR PARTICIPATION

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

Information and formalities necessary for evaluating if requirements are met:

Enterprises wishing to be considered for inclusion in the tender process must first complete and return a Request to Participate Questionnaire by the date in para 1V 3.3. The questionnaire can be obtained on request by writing or emailing to Nigel Denton, Head of Procurement, Shropshire Council at the address shown in para 1.1 quoting reference RMC 127. The information in the questionnaire shall form the basis for the selection of suppliers to be invited to tender. Depending on the level of response, the contracting authority reserves the right to undertake subsequent stages of selection prior to the issue of a formal invitation to tender.

#### III.2.2) Economic and financial capacity

Information and formalities necessary for evaluating if requirements are met:	Minimum level(s) of standards possibly required (if applicable):
See 111.2.1 above	

#### III.2.3) Technical capacity

Oyes Ono

Information and formalities necessary for evaluating if requirements are met:	Minimum level(s) of standards possibly required (if applicable):
See 111.2.1 above	

Ш	.2.4)	Reserved	contra	acts (/	t appı	icable)
---	-------	----------	--------	---------	--------	---------

0	The contract is restricted to sheltered workshops
0	The execution of the contract is restricted to the framework of sheltered employment programme

III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACT
---

III.3.1) Execution of the service is reserved to a particular profession

O yes ⊚ no

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

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

● yes O no

#### **SECTION IV: PROCEDURE**

#### IV.1) TYPE OF PROCEDURE

IV.1.1) Type of procedure

ivility type of procedure	
○ Open	
O Accelerated restricted	Justification for the choice of accelerated procedure:
○ Negotiated	Candidates have already been selected  O yes O no
	If yes, provide names and addresses of economic operators already selected under Section VI.3) Additional information
O Accelerated negotiated	Justification for the choice of accelerated procedure:
O Competitive dialogue	

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

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

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

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

Oyes Ono

IV.2) AWARD CRITERIA

Terms and method of payment:

#### RMC 127 - Periodic inspection, lubrication, test and repair of lifts

IV.2.1) Award criteria (please tick the	e relevant box(es))			
O Lowest price				
OR				
<ul> <li>The most economically advantaged</li> </ul>				
<ul> <li>the criteria stated below (the a order of importance where we</li> </ul>				ending
<ul> <li>the criteria stated in the specif</li> </ul>				
descriptive document				
Criteria	Weighting	Criteria		Weighting
1.		6.		
2.		7.		
3.		8.		
4.		9.		
5.		10.		
If yes, additional information about elements of the IV.3. ADMINISTRATIVE INFORMATION IV.3.1) File reference number attribution 127  IV.3.2) Previous publication(s) concerns of the IV.3.2 of the IV.	ON uted by the contr cerning the same	acting authority <i>(if</i> contract	applicable)	
O Prior information notice	O Notice on	a buyer profile		
Notice number in OJ:		of	(dd/mm/yyyy)	
Other previous publications (if app	olicable)			
IV.3.3) Conditions for obtaining spe descriptive document (in the case of	of a competitive dia	alogue)		or
Time limit for receipt of requests for o		ccessing document	S	
Date: 08/12/2010 (dd/mm/yyyy)	Time:			
Payable documents				
O yes				
If yes, price (give figures only):		Currency:		

Oyes Ono

#### RMC 127 - Periodic inspection, lubrication, test and repair of lifts

IV.3.4	4) Tim	ıe-lim	it for	recei	pt of	tende	rs or	requ	ests t	o par	ticipa	te							
Date	: 10/1	2/201	0 (d	d/mm/	<i>/уууу)</i>	T	ime: 1	12:00											
case	of res	stricte	d and	nego		proce				•	cipate e dialo		electe	ed ca	ndida	tes (if	know	n) (in	the
IV.3.0	6) Lar	nguag	je(s) i	in whi	ich te	nders	or re	ques	ts to	partio	cipate	may	be dr	awn	up				
ES	cs	DA	DE	ET	EL	EN	FR	IT	LV	LT	HU	MT	NL	PL	PT	SK	SL	FI	S
0	0	0	0	0	0	•	0	0	0	0	0	0	0	0	0	0	0	0	0
Oth	er:																		
Until	-		(de	d/mm/	ne dui /yyyy)	_	hich				u <b>st ma</b> the da							re)	
IV.3.8	B) Coı	nditio	ns fo	r ope	ning 1	tende	rs												
Date	:		(de	d/mm/	<i>/уууу)</i>	Т	ime:												
Place	e (if a <sub>l</sub>	oplica	ble):																
Pers	ons a	uthori	sed to	be p	resent	t at the	e ope	ning c	of tend	ders (	f appli	cable	)						

Standard form 2 - EN

#### RMC 127 - Periodic inspection, lubrication, test and repair of lifts

#### **SECTION VI: COMPLEMENTARY INFORMATION**

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

If yes, estimated timing for further notices to be published: 5 years

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

O yes o no

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

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

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

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

Closing date for receipt of tenders is 12 noon, 28 January 2011.

#### **VI.4) PROCEDURES FOR APPEAL**

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

Official name:	See V1.4.2 below	
Postal address:		
Town:		Postal code:
Country:		Telephone:
Email:		Fax:
Internet address (URL):		
Body responsible for med	iation procedures (if applicable)	

Official name: Postal address:

Town: Postal code: Country: Telephone: Email: Fax:

Internet address (URL):

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

Precise information on deadline(s) for lodging appeals:

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

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

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

Official name: See V1.4.2 above

Postal address:

Town: Postal code: Country: Telephone:

Email: Fax:

Internet address (URL):

#### VI.5) DATE OF DISPATCH OF THIS NOTICE:

03/11/2010 (dd/mm/yyyy)

Fax:

#### RMC 127 - Periodic inspection, lubrication, test and repair of lifts

AN	N	EX	Α
----	---	----	---

Email:

Internet address (URL):

ADDITIONAL ADDRESSES AND CONTACT POINTS

I) ADDRESSES AND CONTACT POINTS FROM WHICH FURTHER INFORMATION CAN BE OBTAINED							
Official name:							
Postal address:							
Town:		Postal code:					
Country:							
Contact point(s):		Telephone:					
For the attention of:							
Email:		Fax:					
Internet address (URL):							
	NTACT POINTS FROM WHICH SPECIFICATION						
PURCHASING SYSTEM)	G DOCUMENTS FOR COMPETITIVE DIALOG CAN BE OBTAINED	JUE AS WELL	AS A DYNAMIC				
Official name:							
Postal address:							
Town:		Postal code:					
Country:							
Contact point(s):		Telephone:					
For the attention of:							
Email:		Fax:					
Internet address (URL):							
,							
III) ADDRESSES AND CO	NTACT POINTS TO WHICH TENDERS/REQU	IESTS TO PAR	TICIPATE MUST BE				
SENT							
Official name:	Democratic Services Manager, Shropshire C	ouncil					
Postal address:	Shirehall, Abbey Foregate						
Town:	Shrewsbury	Postal code:	SY2 6ND				
Country:	United Kingdom						
Contact point(s):		Telephone:	01743 252993				
For the attention of:	Democratic Services Manager, Legal & Dem Services	ocratic					

01743 255901

ANNEX B (1)
INFORMATION ABOUT LOTS
LOT NO TITLE

#### 1) SHORT DESCRIPTION

#### 2) COMMON PROCUREMENT VOCABULARY (CPV)

#### 3) QUANTITY OR SCOPE

If applicable, estimated value e	Currency:	
OR Range: between	and	Currency:

## **4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION** *(if applicable)*

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

#### 5) ADDITIONAL INFORMATION ABOUT LOTS



### **Request to Participate Questionnaire**

## RMC 127 - Periodic Inspection, Lubrication, Test & Repair of Lifts

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

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

BY 12 NOON 10 December 2010

Name of Applicant:	
(please insert)	

This document consists of 20 pages and must be completed in its entirety.

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

#### **Shropshire Council Request to Participate Questionnaire**

#### **Contract Description:**

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

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

The contract will be for an initial period of 12 months with an option to extend for up to a further 4 years. The contract is due to commence on 1<sup>st</sup> April 2011.

#### **Procurement Process**

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

	Stages	Date (approximate)
1.	Invitation and Issue of Tender Documents to Successful RTP Participants	17 Dec 2010
2.	Tender return date	28 Jan 2011
3.	Contract start date	1 Apr 2011

#### Contents

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

## Section A: Instructions, Key Information & Evaluation

- This document must be completed in its entirety with responses being given to all questions. If you are unsure of any sect ion in the questionn aire and requir e further clarification, please contact: , Technical Support Officer 01743 253407 or , Senior Mechanical Surveyor 01743 255691 or v ia email quoting the contract reference to or @shropshire.gov.uk.
- 2. One hard cop y and one CD cop y mu st be returned by 12 noon on the deadline given at the front of the document. Questionnaires returned after this time will not be considered.
- 3. All questions require specific responses from you relating to the organis ation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the questionnaire is not fully completed or is found to be inaccurate.
- 4. Where copies of certificat es and other details are requested **a cop y must** accompany the **hard copy** of your Request to Participate Questionnaire.

#### Filling in the Form

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

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

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YESMO

All other questions require you to input text, numbers, or tick boxes. Any f inancial 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, jour nalists, etc.) have a general right of ac cess to information held by public authorities. Information about your organisation, which Shropshire Counc il 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 documenta tion 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 indicat ion as to what material is to be considered confidential and why should be given.

#### **RTP Questionnaire Evaluation**

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

#### Pass/Fail Questions

This information will be provided for pr oof of compliance an d will be judged on a pass or fail basis. Applicants must comp ly with these issues to demonstrate their proven competence, financia listability, resources and other arrangements. Questions marked 'For information only 'will not be assessed; however they must still be answered in full.

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

#### **Weighted Marked Questions**

Questions within these sections will be scored using the following weightings. Each answer from the questions identified bel ow will be given a mark between 0 and 7 with the following meanings: 0 - No response given

- 1 Very poor response given
- 2 Poor response given
- 3 Poor/average response given
- 4 Average response given
- 5 Good response given
- 6 Very good response given
- 7 Excellent response given

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

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

### Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation:	
	Address:	
	Postcode:	
	Tel:	
	Email:	
1.2	Registered name (if different from above):	
	Registered Office Address:	
	Postcode:	
	Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond	d:
	Name:	
	Job title:	
	Correspondence Address:	
	Postcode:	
	Tel:	
	Email:	
1.4	Type of Organisation (please tick all those appropriate):	
(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 *An SME can be defined as an enterprise which	` ,	YE	S/NO
	If No, Please confirm you are an enterprise people	which employs more t han 250	YE	S/NO

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

## Section C: Financial & Insurance Information

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

2.	Financial Details					
*	Why do we need to know this?					
	Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.					
	How the C to be awa		aluates this information v	vill vary given the nature of t	he contract	
Please provide a brief summary of your annual turnover and profit in the (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your manaccounts				ached accounts) ited accounts.	·	
			Company		Accounts Enclosed	
	<u>Year</u>	Year Turnover Profit(Loss)		Profit(Loss)		
	2007/08	£		£	YES/NO	
	2008/09 £			£	YES/NO	
	2009/10	£		£	YES/NO	
	(If exact figures are not available please provide your best estimate of the figure required)					
2.2	lubrication	i, test & re	your company's turnove pair of lifts, in the last the res – do not refer to att		inspection,	
		<u>Year</u>	Turnover in relation t lubrication, test & rep	o periodic inspection, pair of lifts		
		2007/08	£			
		2008/09 £				
		2009/10	£			
	(If exact figures are not available please provide your best estimate of the fig required)					

## Section D: Claims & Contract Terminations/Deductions

\* Why do we need to know this?

The Council needs to ensure that organisations have a proven record of completing contracts in full and to a high standard, and do not have any outstanding claims against them.

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

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

## Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work					
*	Why do we need to know this?					
	We need to ensure that all companies that work with Shropshire Council are able to operate safely. We as sess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.					
	Health & s afety measures do not have to be expensive, time c onsuming or complicated – especially for s maller companies. In fact, safer and more efficient working practices can save money and greatly im prove 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.					
	Information to help small companies is available on the Health and Safety Ex (HSE) website.	recutive's				
	Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a>					
	Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a>					
	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>					
1.1	Does your organisation have a formal health and safety policy or statement?	YES/NO				
	*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)					
	Please tick here if copy enclosed					
1.2	Do you currently hold CHAS, an external health and safety accreditation, (Contractors Health and Safety Assessment Scheme)? <u>This is an Essential Requirement.</u>	YES/NO				
1.3	If YES to 1.2 please supply the following details as well as a copy of any cert	ificates.				
	Accrediting Organisation: Reference No: Date accreditation expires or is to be renewed:					
	Please tick here if a copy of certificates attached					
1.4	Do you currently hold LEIA (Lifting Escalator Industry Association) Accreditation? This is an Essential Requirement.	YES/NO				

1.5	If YES to 1.4 please supply the following details as well as a copy of any certificates.			
	Organisation: Reference No: Date membership expires or is to be renewed:			
	Please tick here if a copy of certificates attached			
1.6	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES/NO		
1.7	If YES to 1.6 please give details of the prosecution or notice (and what meast have taken to ensure the issue(s) will not re-occur).	ures you		
1.8	Do you routinely carry out Risk Assessments?	YES/NO		
1.9	If YES to 1.8 please state what has been assessed.  (At certain times, the Council may request copies of risk assessments, safe was procedure, or safety method statements.)	vorking		
1.10	Do you have a health and safety training programme for employees?	YES/NO		
1.11	If YES to 1.10 please state what training has been given.			
1.12	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO		
1.13	Does your company have a recognised health & safety management system?  Please give details below:	YES/NO		

1.14	Please state how many accidents have been reported to your Enforcing Auth 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  Does your company consult with employees on health and safety?  If YES, please give details below.	YES/NO
1.16	Will you be using any sub contractors as part of this contract?	YES/NO
1.17	If YES to 1.16 please give details of who your sub contractors are.	
1.18	If YES to 1.16 how do you ensure they are competent?	
1.19	Where do you get your competent health and safety advice?  To meet your legal responsibilities in 'The Management of Health and Safety Regulations 1999' you must appoint one or more competent people to help y comply with your duties under health and safety law so you can prevent accide and ill health at work. In practice, you can be that competent person as long a know enough about what you have to do. If the risks are complex and you do have access to competent advice in-house, you may want to appoint a safety consultant to help you.	ou dents as you o not

2.	Equal Opportunities					
*	Why do we need to know this?					
	The equality duties pla ced on public authorit ies requires t he Council to have du e regard to the need to eliminate unlawful discrimination.					
	We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulation s regarding equal opportunities and discr imination law. The Council actively promotes equal opportunities in procurement and partnership.					
	The Council also needs to ensure that there are no outstanding claims against yo ur organisation regarding discrimination.					
	Information to help small companies is available at:					
	Equality and Human Rights Commission - <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a>					
	Useful links for guidance & Information - <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>					
2.1	Do you ha ve an Equal Opportunities Policy or statement which complies with your statutory obligation unde r UK/EU eq ualities and discrimination legislation ( or equivalent legislation n 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?					
	UK/EU equalities and discrimination legislation includes: Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003					
	- Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006					
2.2	As a contractor providing a public service on behalf of a local authority, you ha ve a duty to comply with the General Duties of the Disabilit y Equality Duty, Gend er Equality Duty and Race Equality Duty as outlined below.					
	<ul> <li>Promote equality of opportunity between disable persons and other persons</li> <li>Eliminate unlawful harassment and discrimination</li> <li>Promote positive attitudes towards all people</li> <li>Encourage participation by disabled people</li> <li>Take ste ps to take account of disabled pe ople's d isabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by t reating people with or without disabilities alike).</li> <li>Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities</li> </ul>					
	- To promote good race relations					

	How do you promote disability equality, gender equality and race equality both users and employees as part of your operations?	towa rds
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)	
	Is your policy on equality and diversity set out?	
	(a) In instructions to those concerned with recruitment, training and promotion?	YES/NO
	(b) In documents available to employees, recognised trade unions or other representative groups or employees	YES/NO
	(c) In recruitment advertisements or other literature?	YES/NO
	Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.	
	Please tick here if enclosed	

2.8	Do you end eavour to both eliminat e discrimination amongst your workforce promote the diversity of your workf orce e.g. do you take steps to encoura from under-represented groups to apply for jobs or take up training opportuni Provide evidence of the above.	ge people
2.9	Is it your policy as part of your grievance process to include in that grievance all complaints relating to race or ethnic origin, disability, gender, sexual orient religion or belief, or age? Furthermore, do you include in your grievance proceomplaints related to being victimised or harassed as a consequence of bring grievance?  Provide evidence of the above.	ation, ess any
2.10	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.	
	Confirmed	YES/NO

# Section F: Contract Specific Questions

1.	Resources				
1.1	How many years has your company been pro & repair of lifts?	viding periodic inspection, lubrication, test			
		years			
1.2	Total number of employees:				
1.3	Total number of employees engaged solely in the provision of periodic inspection, lubrication, test & repair of lifts?				
1.4	Breakdown of employee position within company:				
		No. of employees			
	Management				
	Senior Engineers				
	Engineers				
	Trainees				
	Admin/Clerical				
	Other				
	Total				

2.	Accreditations							
2.1	Please list any professional or trade organisations by which your company is accredited. You should only list tho se that are relevant to this contract and which will support your application i.e. CHAS, L EIA, British Safety Council, Constructionline, SAFE Contractor, NVQ 2, 3, 4. Please state whether the award belongs to the company or an individual.							
	Name of Awarding Organisation/Body		Level of Accreditation		Date Achieved			Date of Expiry/ Renewal
	Please provide copies of the proof of the qualifications.	e certi	ficates you h	ave given abov	e or ot	her		Enclosed YES/NO
2.2	Please state any formal Quality and Environmental Assurance systems relevant to this contract, which your company operates i.e. ISO 9001:2008 and ISO 1 4001:2004 or EU Equivalent.							
			egistration Name of Q Number Assurance					Date of Expiry/ Renewal
	Diagon marrials and a City		E a ta a c			<u> </u>		
	Please provide copies of the certificates you have given above or other proof of the qualifications.					ner		Enclosed 'ES/NO

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

## **Section G**: Shropshire Council Declaration

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

I note that Shropshire Counc il reserves the right to undertake supplementar y stages of selection prior to inviting tenders.

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

Signed	Name(please print)	
Designation	Date	
Company		
Address		
	Postcode	
Tel No	Fax No.	
E-mail address		_
Website		

#### Thank you for taking the time to complete this questionnaire

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

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

If you are unsure about any of the question s within this questionnaire and require further clarification you should contact teither Technical Support Officer 01 743 253407 or Senior Electrical Surveyor 01743 255688 or via email quoting the contract reference and title to

ΩI

#### **Checklist for completed Questionnaires**

Section / Question No.	Documents	Tick if enclosed/complete
Answers provided to ALL questions within this document		
Section C / 1.3	Copy of Insurance certificates enclosed	
Section E / 1.1	Copy of health & safety policy document enclosed (if you have 5 or more employees)	
Section E / 1.3	Copy of health & safety accreditation certificates enclosed	
Section E / 1.5	Copy of LEIA membership enclosed	
Section E / 2.7	Equal opportunities & diversity literature enclosed	
Section F / 2.1	Copies of any relevant professional or trade accreditation certificates enclosed	
Section F / 2.2	Copies of any formal quality assurance systems certificates enclosed	
Section G	Declaration duly signed	
One hard copy and one CD copy of this questionnaire enclosed		

Please return copies of the completed RTP Questionnaire using the return label provided by the deadline of 12 noon on 10 December 2010.

Please n ote an y q uestionnaires returned after the deadline w ill not be considered.



17 December 2010

**Tel**: (01743) 252051 **Fax**: (01743) 255901

rmc 127

Please ask for:

Email: procurement@shropshire.gov.uk

Dear Sirs

### RMC 127 – PERIODIC INSPECTION, LUBRICATION, TEST AND REPAIR OF LIFTS SHROPSHIRE COUNCIL

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

- 1. Instructions to Tenderers and Special Terms and Conditions
- 2. Shropshire Council General Terms and Conditions
- 3. Tender Specification
- 4. Property Schedule
- 5. Servicing Schedule
- 6. Good & Passenger Lifts HAZRA
- 7. Tender Response Document
- 8. Return Label

Tenders should be made on the enclosed Ten der Specification and Response Do cument. **One hard copy** and **one CD copy** of your Tender must be comp leted, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

#### Returning of Tenders

- The deadline for returning tenders is noon on 28 January 2011, any tenders received after this time will not be accepted
- Tenders must be return ed 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 co mpany franking machine and should check if returning their tenders via Royal Mail or a co urier 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 Nort h Entrance Reception at the address given above prior to the deadline

#### Tenders cannot be accepted if:

- Tenders are received by facsimilie or email
- o 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 e quivalent 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 e qually 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 3 November 2010 to appear in the Supplement to the Official Journal of the European Union.

#### Freedom of Information

Under the p rovisions of the Freedo m of Information Act 20 00 from 1 January 2005, the public (included in this are pr ivate companies, journalists, etc.) have a gen eral right of access to information held by public author ities. 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 pro vide any information to Shr opshire Council in the expectation that it will be held in confidence, you must make it clear in y our documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings su ch 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 sustain ability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

If you have any queries relating to t his invitation to tender, please con tact my colleague on telephone number 01743 252051.

Yours faithfully

ł

Head of Procurement Enc



# INSTRUCTIONS TO TENDERERS AND SPECIAL TERMS AND CONDITIONS

RMC 127 - Periodic Inspection, Lubrication, Test & Repair of Lifts

## Shropshire Council Instructions to Tenderers and Special Terms and Conditions

#### **Contract Description:**

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

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

The contract will be for an initial period of 12 months with an option to extend for up to a further 3 years. The contract is due to commence on 1<sup>st</sup> April 2011.

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

#### Index

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

#### 1.0 Invitation to Tender

You are invited to tender for the provision of a service for the periodic inspection, lubrication, test and repair of lifts as detailed in the Tender Response Document. The contract will be for an initial period of 12 months commencing on the 1 April 2011 with the option to extend for a further 3 years.

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

#### 2.0 Terms and Conditions

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

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

#### 3.0 Preparation of Tenders

#### 3.1 Completing the Tender Response Document

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

All documents requiring a signature must be signed;

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

#### 3.2 Tender Preparation and Costs

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

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

#### 3.3 Requirements

The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the s pecification he is invited to have these fully resolved before submitting his Tender. No extr as will be allowed for any loss or expense

involved through any misunderstanding arising from his/her failure to comply with this requirement.

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

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

#### 3.4 Parent Company Guarantee

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

#### 3.5 Warranty

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

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

#### 3.6 Tender Submission

Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of noon, 28 January 2011. One hard copy and one CD copy of your Tender Response Document must be returned

The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

#### 3.7 Queries

Any queries arising in relation to this invitation to tender should be raised with , Head of Procurement, Resources Directorate, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: <a href="mailto:procurement@shropshire.gov.uk">procurement@shropshire.gov.uk</a>) quoting the contract reference and title.

All queries should be raised as soon as possible (in writing), in any event not later than 21 January 2011.

#### 4.0 Confidentiality and Freedom of Information

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

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

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

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

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

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

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

#### 5.0 Non-Canvassing

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

#### 6.0 Collusive Tendering

Any Tenderer who:

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

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

#### 7.0 <u>E-Procurement</u>

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

#### 8.0 Award of Contract

#### 8.1 Award Criteria

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

#### 8.2 Award Notice

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

#### 8.3 Value of Contract

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

#### 8.4 Acceptance

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

The Tenderer shall be prepared to commence the provision of the services on the start date of the contract arrangement being 1 April 2011.

#### 9.0 Payment Terms

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

#### 10. <u>Declaration</u>

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

Signed (1)	Status
Signed (2)	Status
(For and on behalf of	)
Date	





### HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

		Table 5 'A' - Maintenance, Cleaning	, Repair, Alteration & Dismantling		
Client:	Building Services	HAZRA Rev. No:		Date: Sep-10	
Project:	Contract Maintenance	Revised by:		Copied to:	
Project Ref	RMC 127 - Lifts				_

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	Access/Egress Welfare/Storage - traffic routes - pedestrian routes - site compound - housekeeping - work/storage areas	Contact with moving vehicle / plantGeneral public, contractors personnel, supervising personnel, staff and pupils, general public and other personnel		Operatives to follow pavements, designated walkways and crossings. Appropriate signage to be followed. Clear line of communication to be adhered to and site instructions followed	Start of contract Main Contractors H&S Plan	Low
N.B. Make reference to SiD notes:	Falls from height Harm from falling debris	Maintenance contractors and Site personnel	High	Safe method of working	Start of contract Main Contractors H&S Plan	Low
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	Safe method of access to equipment	Start of contract Main Contractors H&S Plan	Low
	Live services - Overhead or internal/undergrou nd Electrocution/ asphyxiation/etc Fire/explosion	Maintenance contractors	I HIAN	Record drawings, O&M manuals, marking of services with tape colour coding	Start of contract Main Contractors H&S Plan	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Imavina vaniciae ar	Maintenance contractors and Site personnel	High	Routes to be clearly identified, safe method of working on machinery	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		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/ cbasements/ 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	

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Hazardous elements remaining	N/A	N/A	N/A	N/A	N/A
Other	Fire / explosion	Maintenance contractors		ISITE INGLICTION TRAINING SUPERVISION SIGNAGE SEGREGATION OF WORK AREAS AND	Start of contract Main Contractors H&S Plan	Low
	Potential Health and Safety risks caused by lack of communication	All	Hian	Site Health and Safety File Agree clear lines of communication on each site	Start of contract Main Contractors H&S Plan	Low



## Shropshire Council Property Maintenance Group

The Shirehall Abbey Foregate SHREWSBURY Shropshire SY2 6ND

## Lifts Order By Property Number

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

[genes1s] Report - Copyright © 28 September 2010

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
0360	Bomere Heath C.E. (Controlled) Primary School The Crescent Bomere Heath Shrewsbury SY4 3PQ	CAMA WHEEL CHAIR PLS 81224/EA7-777	2010	N/A 1 7	0 0	
0780	Criftins C.E. (Controlled) Primary School  Dudleston Heath Ellesmere Shropshire SY12 9LT	CAMA PLATFORM PLS 7825/EA7-6316	225 KG 2008 2	N/A 1 7	0	
0910	Ellesmere Primary School Elson Road Ellesmere Shropshire SY12 0BE Tel: 01691 622288	TERRY STEPLIFT ZA 01 45 10	250 Kg 2001 2	N A 1 7	0	
1310	Market Drayton Infant And Nursery School Longslow Road Market Drayton Shropshire TF9 3BA	CAMA PLATFORM 7591	2009	N/A 1 7		
1310	Market Drayton Infant And Nursery School Longslow Road Market Drayton Shropshire TF9 3BA	CAMA PLATFORM 7592	2009	N/A 1 7		

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
1310	Market Drayton Infant And Nursery School	POLLOCK		N/A		
	Longslow Road Market Drayton Shropshire TF9 3BA	PLATFORM 09085	2009	1 7		
1410	Much Wenlock Primary School Racecourse Lane	CAMA	250 KG	N/A	0	
	Much Wenlock Shropshire TF13 6JG Tel: 01952 727634	PLATFORM 6139	2006 1	1 7	0	
1560	Onny C.E. Primary School	TERRY	250 Kg	N/A	0	
	Onibury Craven Arms Shropshire SY7 9AW	STEPLIFT Z6006311	2001 2	1 7	0	
1790	Shifnal Primary School Currier's Lane	CAMA	250 kg	N/A	0	
	Shifnal Shropshire TF11 8EJ Tel : 01952/460500	PLATFORM PLS7654/6624	2007	1 7	0	
2075A	The Wilfred Owen School Woodcote Way Shrewsbury Shropshire SY2 5SH Tel: 01743 282360	LIFT SOURCE (UK) PASSENGER LS 1694	1000KG 2007 2	1,5,9 3,11 7	2012 2017	
2075B	Severndale School Woodcote Way Shrewsbury Shropshire	LIFT SOURCE (UK) PASSENGER LS 1693	630KG 2007 2	1,5,9 3,11 7	2012 2017	
	SY2 5SH Tel : 01743 281600					

Page 3 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Flrs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
2900	Weston Rhyn Primary School Weston Rhyn Oswestry Shropshire SY10 7SR Tel: 01691/773429	CAMA PLATFORM 6649	250KG 2007 2	N/A 1 7	0	
2900	Weston Rhyn Primary School Weston Rhyn Oswestry Shropshire SY10 7SR Tel: 01691/773429	PHOENIX PLATFORM 3969	400KG 2008 2	N/A 1 7	0	_
2920	Whitchurch C.E. (Controlled) Junior School Salisbury Road Whitchurch Shropshire SY13 1RX	ARITCO PLATFORM THY0767	400 Kg 2003 2	1,5,9 3,11 7	0 0	_
3120	The Community College Brampton Road Bishops Castle Shropshire SY9 5AY Tel: 01588/638257	THYSSEN HOME 52058	340 Kg 2002 2	N/A 1 7	0 0	_
3150	Bridgnorth Endowed School Northgate Bridgnorth Shropshire WV16 4ER Tel: 01746/762103	THORNBOROUGH SERVICE MAN 4/33742	50 Kg 1974 2	N/A 1 7	0 0	_
3150	Bridgnorth Endowed School Northgate Bridgnorth Shropshire WV16 4ER Tel: 01746/762103	THYSSEN PLATFORM LN54062 THY0780	400 Kg 2003 2	NA 1 7	0 0	_

Page 4 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
3150	Bridgnorth Endowed School Northgate Bridgnorth Shropshire WV16 4ER Tel: 01746/762103	PICKERINGS PASSENGER 96/1154	630 <b>K</b> g 1996 2	1,5,9 3.11 7	2011 2016	
3170	Oldbury Wells School (East) Oldbury Wells Bridgnorth Shropshire WV16 5JD Tel: 01746/765454	BALMATIC SERVICE 4336	50 Kg 2004 2	N/A 1 7	0 0	-
3190	Oldbury Wells School (West) Oldbury Wells Bridgnorth Shropshire WV16 5JD Tel: 01746/765454	CAMA PLATFORM EA7-6742	225KG 2007 2	N/A 1 7	0 0	_
3190	Oldbury Wells School (West) Oldbury Wells Bridgnorth Shropshire WV16 5JD Tel: 01746/765454	CIBES PLATFORM 7511046	400KG 2007 2	N/A 1 7	0 0	-
3190	Oldbury Wells School (West) Oldbury Wells Bridgnorth Shropshire WV16 5JD Tel: 01746/765454	PICKERINGS SERVICE 65 2056	508 Kg 1965 2	N A 1 7	0	-
3210	Church Stretton School Shrewsbury Road Church Stretton Shropshire SY6 6EX Tel: 01694/722209	THYSSEN WHEEL CHAIR 330457/421841	225 Kg 2005 2	N/A 1 7	0 0	-

Page 5 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffnam
3220	Lacon Childe School	PLATFORM LIFT SO	250	N/A	0	
	Love Lane Cleobury Mortimer	PLATFORM	2008	1	0	
	Shropshire	08133	2	7	· ·	
	DY14 8PE	00100	<b>-</b> ,	,		
	Tel: 01299/270312					
3220	Lacon Childe School	TEDDY	005.14		_	_
	Love Lane	TERRY	225 Kg	N A	0	
	Cleobury Mortimer	WHEEL CHAIR	1995	1	0 .	
	Shropshire	6114	2	7		
	DY14 8PE Tel: 01299/270312					
3300	Ludlow C.E. School	THYSSEN	630 Kg	450	2011	
	Bromfield Road		_	1,5,9		
	Ludlow	PASSENGER	1995	3,11	2016	
	Shropshire SY8 1GJ	AM 590 78	3	7		
	Tel: 01584/872691					
3500	Rhyn Park School and Performance	TUVOOFN				
	Arts College	THYSSEN	340 kg	N/A	0	
		STAIRLIFT	2004	1	0	
	St Martins	SH5021344480J		7		
	Oswestry Shropshire					
						_
3530	Shrewsbury Sixth Form College	THYSSEN	125 Kg	1,5,9	0	
	Priory Road	STAIRLIFT	2000		0	
	Shrewsbury SY1 1RX		2000	3,11	U	
	Tel: 01743/235491	450161		7		
	161.01740/200481					
3530	Shrewsbury Sixth Form College	THYSSEN	300 Kg	NA	0	
	Priory Road				0	
	Shrewsbury	PASSENGER	2000	1	0	
	SY1 1RX	460126	2	7		

Page 6 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
530	Shrewsbury Sixth Form College	THYSSEN	125 Kg	NA NA	0	
	Priory Road	STAIRLIFT	2000	1	0	
	Shrewsbury SY1 1RX	450162	2000	7	ŭ	
	Tel: 01743/235491	430102		1		
	1511 511 15125 151					
533	Shrewsbury Sixth Form Library And	LANDMARK	400 kg	1,5,9	0	_
	Information Centre	PASSENGER	1999	3,11	0	
	St Austins Street				· ·	
	Shrewsbury	82-101	3	7		
550	The Priory School, a Business and	FUDOE	. 000 1/-	450	2044	
	Enterprise College	FURSE	630 Kg	1,5,9	2011	
	Longden Road	PASSENGER	1989	3,11	2011	
	Shrewsbury	4866	2	7		
	SY3 9EE Tel : 01743 284000					
550	The Priory School, a Business and	GARTEC	300 Kg	NA	0	. <del>-</del>
	Enterprise College	PLATFORM	2000	1	0	
	Longden Road			•	0	
	Shrewsbury SY3 9EE	4662	2	7		
	Tel: 01743 284000					
560	The Wakeman School	STANNAH	630 Kg	1,5,9	2013	_
	Abbey Foregate	PASSENGER	2003		2013	
	Shrewsbury SY2 6AA			3,11	2013	
	Tel: 01743/365771	230089	<b>4</b> .	<b>7</b>		
560	The Wakeman School	TUVOOEN	005.14-			_
	Abbey Foregate	THYSSEN	225 Kg	N/A	0	
_	Shrewsbury	STAIRLIFT	2004	1	0	
•	SY2 6AA Tel : 01743/365771	42 1533	2 .	7		

Page 7 of 18

#### Personal Information

The Wakeman School Abbey Foregate Strevebury SY2 6NA Tel: 01743/958771   SERVICE 2004 1 0 0	roperty Name/Address/Tel umber	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
Strewbury   SERVICE   2004   1		CTANNALI	200 K~	NIA	0	
SY2 6AA   Tel: 01743/365771   D0410012   2   7			_			
Tel: 01743/365771  Sundorne School and Sports College Comdon Crescent Strewsbury STEPLIFT 2005 1 0 Shrewsbury STY1 4LL Tel: 01743 276700  Grange School and Arts College Worcester Road Harlescott Strewsbury Streyshire 2 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7				•	U	
Corridon Crescent   STEPLIFT   2005   1		D0410012	2	7		
Shrewsbury   STEPLIFT   2005   1   0   0		TUVCCEN	225 1/2	NZA		_
Shropshire   SY1 4LL   Tel: 01743 276700			•			
SY1 4LL   Tel: 01743 276700     Tel: 01743				•	U	
Worcester Road   CAM   225 kg   N A   0	SY1 4LL	330437/42-1762	2	7		
Harlescott   STEPLIFT   2006   1		CAMA	225 Ka	· N A	n	
Shrewsbury Shropshire SY1 3LP  Meole Brace School Science College Longden Road Meole Brace Shrewsbury Shropshire SY3 9DW  ARITCO PASSENGER THY-1088 - LIBRAR  FURSE PASSENGER 1990 340 Kg N/A 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0						
Shropshire SY1 3LP    Meole Brace School Science College Longden Road Meole Brace Schwarz   StepLiFT   2005   1   0				•	U	
SY1 3LP		50/4	2	ľ		
Longden Road Meole Brace STEPLIFT 2005 1 0 Shrewsbury Shropshire SY3 9DW  ARITCO 630 kg 1,5,9 0 PASSENGER 2003 3,11 0 THY-1088 - LIBRAR 1 7	SY1 3LP					
Medel Brace   STEPLIFT   2005   1   0	40 Meole Brace School Science College	PORCH	340 Ka	NI/Δ	n	
Shrewsbury Shropshire SY3 9DW  ARITCO 630 kg 1,5,9 0 PASSENGER 2003 3,11 0 THY-1088 - LIBRAR 1 7  FURSE 630 Kg 1,5,9 2012 PASSENGER 1990 3,11 2012						
Shropshire SY3 9DW  ARITCO 630 kg 1,5,9 0 PASSENGER 2003 3,11 0 THY-1088 - LIBRAR 1 7  FURSE 630 Kg 1,5,9 2012 PASSENGER 1990 3,11 2012					U	
ARITCO 630 kg 1,5,9 0 PASSENGER 2003 3,11 0 THY-1088 - LIBRAR 1 7  FURSE 630 Kg 1,5,9 2012 PASSENGER 1990 3,11 2012		320186	2	1		
ARITCO 630 kg 1,5,9 0 PASSENGER 2003 3,11 0 THY-1088 - LIBRAR 1 7  FURSE 630 Kg 1,5,9 2012 PASSENGER 1990 3,11 2012	SY3 9DW					
PASSENGER 2003 3,11 0 THY-1088 - LIBRAR 1 7  FURSE 630 Kg 1,5,9 2012 PASSENGER 1990 3,11 2012	40	ARITCO	630 ka	159	n	
THY-1088 - LIBRAR 1 7  840  FURSE 630 Kg 1,5,9 2012 PASSENGER 1990 3,11 2012						
FURSE 630 Kg 1,5,9 2012 PASSENGER 1990 3,11 2012					V	
PASSENGER 1990 3,11 2012		1H1-1088 - LIBRAR	1	,		
PASSENGER 1990 3,11 2012	40	CUDSE	630 Ka	150	2012	_
·						
		• • • • • • • • • • • • • • • • • • • •			2012	

Page 8 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
930	Sir John Talbot's Technology College	THYSSEN	100 Kg	NA	0	
	Heath Road	SERVICE	1995	1		
	Whitchurch				0	
	Shropshire SY13 2BY	47105	2	7		
	Tel: 01948/660600					
930	Sir John Talbot's Technology College					_
	Heath Road	PICKERINGS	630 Kg	1,5,9	2011	
	Whitchurch	PASSENGER	1998	3,11	2016	
	Shropshire	98 1102	2	7		
	SY13 2BY					
	Tel: 01948/660600					
040	Shrewsbury Sure Start	STANNAH	630 Kg	1,5,9	2014	
	Kendal Road Shrewsbury	PASSENGER	2004	3,11	2014	
	Shropshire	240123	2	7	2014	
	SY1 4ES	240123	2	,		
	Tel: 01743/452400					
200	Woodlands School	CTANINALI	050 K-	4 ~ 0	2040	_
		STANNAH	250 Kg	1,5,9	2013	
	Tilley Green	PASSENGER	2003	3,11	2013	
	Wem	222157	3	7		
	Shropshire SY4 5PJ					
510	Shrewsbury The Gateway Arts &					
	Education Centre	BECKER	600 Kg	1,5,9	2012	
	Chester Street	PASSENGER	1984	3,11	2012	
	Shrewsbury	18728	2	7		
	SY1 1NB			•		
	Tel: 01743/367682					
645	Market Drayton Youth Centre	TERRY	250 Kg	N A	0	_
	Drayton Grove	STEPLIFT	2002	1		
	Market Drayton Shropshire			•	0	
	TF9 3AD	.Z9023801	2	7		
	Tel: 01630/655514					

Page 9 of 18

Property Number	Name/Address/Tel	Manufacturer Type	Safe W.L. Manf. Yr	A SRV MTHS B SRV MTHS	LG1E or H5 Due LG1E or H10 Due	Staffname
		Serial No.	No.Firs	Annual Service		
1670	Sundorne Youth Centre	TEDDY	0501/-	A) A	anning of the state of	
	Sundorne Road	TERRY	250 Kg	NA	0	
	Shrewsbury	STEPLIFT	2003	1	0	
	Shropshire	Z.9034203	2	7		
	SY1 4RG Tel: 01743 344500					
925	Shrewsbury Connexions Branch	EVANS	630 Kg	1,5,9	2013	
	Victoria House Victoria Quay Welsh Bridge	PASSENGER	1996	3,11	2018	
	Shrewsbury	05C30611	2	7	2010	
	SY1 1HH	00000011	4	r		
	Tel : 01743/284428					
980	Bridgnorth Endowed School Joint Use					-
	Northgate	LIFT & ENGINEERIN	600KG	1,5,9	2014	
	Bridgnorth	PASSENGER	2009	3,11	2019	
	Shropshire	C097367	3	7		
	WV16 4ER Tel : 01746/761541					
	Tel: 01740/701941					
980	Bridgnorth Endowed School Joint Use	MARRYAT & SCOTT	110 Ka	N A	0	
	Northgate	SERVICE BAR	1975	1	0	
	Bridgnorth Shranakira			•	U	
	Shropshire WV16 4ER	187865A	2	7		
	Tel: 01746/761541					
5000	Lacon Childe Joint Use			*1 ************************************		•
	Love Lane	CIBES HISSEN	400 kg	N/A	0	
	Cleobury Mortimer	PLATFORM	2007	1	0	
	Shropshire	658766-9074	2	7		
	DY14 8PE					
	Tel: 01299/270312					
085	Sir John Talbot's Technology College	TEDDY	450 17-	N. A.	0	-
	Sports Hall	TERRY	150 Kg	N A	0	
	Heath Road	STEPLIFT	1996	1	0	
	Whitchurch	<b>Z0</b> 0510	2	7		
	Shropshire		•			
	Shropshire SY13 2BY					

Page 10 of 18

#### Personal Information

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
5320A		PICKERINGS PASSENGER 71 2219	408 Kg 1971 3	1,5,9 3,11 7	2011 2016	
5320B		PICKERINGS PASSENGER 71 2218	508 Kg 1971 3	1,5,9 3,11 7	2011 2016	_
5330		FURSE SERVICE 3487	200 Kg 1980 2	N/A 1 7	0	_
5741	Ludlow Library and Museum Resource Centre 7/9 Parkway Ludlow Shropshire SY8 2PG	MONITOR PASSENGER IL500/228316	2,600 Kg 2002 4	1,5,9 3,11 7	2012 2012	_
5790	Oswestry Library Arthur Street Oswestry Shropshire SY11 1JN Tel: 01691/653211	SHORTS SERVICE 943 72	152 Kg 1972 2	N A 1 7	0	
5790	Oswestry Library Arthur Street Oswestry Shropshire SY11 1JN Tel: 01691/653211	LIFT SOURCE (UK) PASSENGER LS1777	500 KG 2008	1,5,9 3,11 7	2013 2018	_

Page 11 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.FIrs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
5880	Shropshire Reference & Information Service 1a Castle Gates Shrewsbury SY1 1PL Tel: 01743/255380	SHORTS SERVICE 84 2136/22378	100 Kg 1985 2	N A 1 7	0 0 .	
5885	Shropshire Archives Castle Gates Shrewsbury SY1 2AQ Tel: 01743/255350	THYSSEN PASSENGER 5679	630 Kg 1994 4	1,5,9 3,11 7	2014 2014	:
5885	Shropshire Archives Castle Gates Shrewsbury SY1 2AQ Tel: 01743/255350	TERRY WHEEL CHAIR Z9041305	250 Kg 2004 2	<b>NA</b> 1 7	0	
5890	Shrewsbury Castle Gates Library Castle Gates Shrewsbury SY1 1PL Tel: 01743/255300	BECKER PASSENGER 17237	600 Kg 1983 3	1,5,9 3,11 7	2012 2012	
5890	Shrewsbury Castle Gates Library Castle Gates Shrewsbury SY1 1PL Tel: 01743/255300	CAMA STEPLIFT EA6 5989	225 Kg 2006 2	N/A 1 7	0 0	
6770	Shrewsbury Kempsfield Hostel Primrose Drive Sutton Park Shrewsbury SY3 7TP Tel: 01743/246033	HYDRO ELITE PASSENGER 08-07301	630KG 2008 2	1,5,9 3,11 7	2013 2018	

Page 12 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Flrs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
6800	The Elms House Hostel Belvidere Avenue Shrewsbury Shropshire SY2 5PE Tel: 01743 356127	THYSSEN PASSENGER 0548	630 Kg 2002 2	1,5,9 3,11 7	2010 2015	
6800	The Elms House Hostel Belvidere Avenue Shrewsbury Shropshire SY2 5PE Tel: 01743 356127	THYSSEN WHEEL CHAIR 42-713	225 Kg 2002 2	N/A 1 7	Ö O	_
6838	Social Services Offices St Michael's Street Shrewsbury Shropshire SY1 1HG Tel: 01743 255740	FURSE PASSENGER 5243	630 Kg 1990 2	1,5,9 3,11 7	2011 2011	_
7211	Whitchurch Bradbury Day Centre Whitchurch Community Hospital Claypit Street Whitchurch Shropshire SY13 1NT Tel: 01948/664786	THYSSEN PASSENGER 5629	630 Kg 1994 2	1,5,9 3,11 7	2014 2014	
9309	Theatre Severn Frankwell Quay SHREWSBURY Shropshire SY3 8FT Tel: 01743 281282	CARDIFF PASSENGER CLC629	2008 4	1,5,9 3,11 7	2013 2018	

Page 13 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
9309	Theatre Severn Frankwell Quay SHREWSBURY Shropshire SY3 8FT Tel: 01743 281282	POLLOCK SERVICE UNKNOWN	50KG 2008	N/A 1 7	0	

9309	Theatre Severn Frankwell Quay SHREWSBURY Shropshire SY3 8FT Tel: 01743 281282	CARDIFF PASSENGER CLC630	2008 4	1,5,9 3,11 7	2013 2018	
9309	Theatre Severn Frankwell Quay SHREWSBURY Shropshire SY3 8FT Tel: 01743 281282	CARDIFF PASSENGER CLC632	2008 3	1,5,9 3,11 7	2013 2018	
9309	Theatre Severn Frankwell Quay SHREWSBURY Shropshire SY3 8FT Tel : 01743 281282	CARDIFF PASSENGER CLC631	500KG 2008 3	1,5,9 3,11 7	2013 2018	

Page 14 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
9421	Shrewsbury Learning & Training	CAMA	225 Kg	N/A	0	
	Sutton Road Shrewsbury	PLATFORM	2007	1.	0	
	Shropshire	PLS6354 - 6267	2	7	-	
	SY2 6DL Tel : 01743 255154					
9525B	Ptarmigan	SCHINDLER	675KG	1,5,9	2012	
	Sitka Drive	PASSENGER	2007	3,11	2012	
	Shrewsbury Business Park Shrewsbury	U1013145-1	2	7	2011	
	Shropshire	01010140-1	2	,		
	SY2 6LG					
9788	Shropshire Food Enterprise Centre	·GARTEC		N/A	0	
	Vanguard Way Shropshire Food Enterprise Park,	PLATFORM	2008	1	0	
	Battlefield	GAR3250		7	•	
	Shrewsbury Shropshire			·		
DD0004						
BDC001	Westgate Council Office Westgate	LIFT SOURCE (UK)	630KG	1,5,9	2010	
	BRIDGNORTH	PASSENGER	2004	3,11	2010	
	WV16 5AA	9155039/Q396603	5	7		
	Tel: 01746 713300					
BDC002	Cantern Brook Depot & Offices					
	Stanley Lane	MOTALA	400KG	1,5,9	2012	
	BRIDGNORTH	PLATFORM	2007	3,11	2017	
	WV16 4SF Tel: 01746 713165	11855	2	7	·	
NSDC020	Wem Town Hall and Information Link					
12DC050	High Street	OAKLANDS ELEVAT	1000KG	1,5,9	2011	
	WEM	PASSENGER	2000	3,11	2011	
	Shropshire	8418		7		
	SY4 5DG Tel: 01939 237019					
	161.01838 237018					

Page 15 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
NSDC020	Wem Town Hall and Information Link High Street WEM Shropshire SY4 5DG Tel: 01939 237019	SCISSOR CT8146	1000KG 1999	N/A 1 7	0 0	
OBC001	Oswestry Council Offices Castle View Oswestry SY11 1JR Tel: 01691 671111	LIFTEC PASSENGER LC2240/92	375KG 3	1,5,9 3,11 7	2010 2010	
OBC002	Castle View Annexe Arthur Street OSWESTRY Shropshire SY11 1JR Tel: 01691 671111	Unknown PASSENGER 5379	3 _	1,5,9 3,11 7	2010 2015	
OBC009	Tourist Information Centre Mile End Oswestry SY11 4JA Tel : 01691 662488	STANNAH MICROLIFT D950 3055	1995	N/A 1 7	0 0	
OBC030	Cambrian Visitors Centre Oswald Road OSWESTRY SY11 2RE Tel: 01691 655111	CURTI PASSENGER CTR6477/5379	630KG 2005 3	1,5,9 3,11 7	2010 2010	
SABC028	Guildhall Frankwell Quay Shrewsbury SY3 8HQ Tel: 01743 257602	KONE MONOSPAC PASSENGER 903041	630KG 2003	1,5,9 3,11 7	2014 2012	

Page 16 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Flrs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
SABC028	Guildhall Frankwell Quay Shrewsbury SY3 8HQ Tel : 01743 257602	KONE MONOSPAC PASSENGER 903042	800KG 2003	1,5,9 3,11 7	2014 2012	
SABC028	Guildhall Frankwell Quay Shrewsbury SY3 8HQ Tel: 01743 257602	KONE MONOSPAC PASSENGER 903043	630KG 2003	1,5,9 3,11 7	2014 2012	
SABC028	Guildhall Frankwell Quay Shrewsbury SY3 8HQ Tel: 01743 257602	KONE MONOSPAC PASSENGER 903044	630KG 2003	1,5,9 3,11 7	2014 2012	
SABC028	Guildhall Frankwell Quay Shrewsbury SY3 8HQ Tel: 01743 257602	STANNAH PLATFORM AV222179	325KG	N/A 1 7		
SABC028	Guildhall Frankwell Quay Shrewsbury SY3 8HQ Tel: 01743 257602	STANNAH PLATFORM SB222178	325KG	N/A 1 7	0 0	
SABC067	Raven Meadows Car Park Raven Meadows SHREWSBURY SY1 1PL Tel: 01743 356628	EXPRESS, PASSENGER 67/8450	750KG 1968 9	1,5,9 3,11 7	2010 2010	

Page 17 of 18

Property Number	Name/Address/Tel	Manufacturer Type Serial No.	Safe W.L. Manf. Yr No.Firs	A SRV MTHS B SRV MTHS Annual Service	LG1E or H5 Due LG1E or H10 Due	Staffname
SABC067	Raven Meadows Car Park Raven Meadows SHREWSBURY SY1 1PL Tel: 01743 356628	Unknown STEPLIFT TBA	,	N/A 7 11	0 0	
SABC078	Shrewsbury Swimming Baths Shrewsbury Shropshire SY1 1RU Tel: 01743 281570/580	THYSSEN PASSENGER 5555	630KG 1994 2	1,5,9 3,11 7	2010 2015	
SABC163	Old Market Hall The Square Shrewsbury Shropshire SY1 1LH Tel: 01743 256502	EVANS PASSENGER C33554	630KG 2003 2	1,5,9 3,11 7	2010 2015	
SSDC001	Council Offices Corve Street LUDLOW Shropshire SY8 1DG Tel: 01584 838212	OAKLAND PASSENGER 1069	630kg 1989 2	1,5,9 3,11 7	2010 2010	

End of Report

## RMC 127 – PERIODIC INSPECTION, LUBRICATION, TEST & REPAIR OF LIFTS SERVICING SCHEDULE

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

Frequency

A' = 2 Monthly

B' = 4 Monthly

Incorporates 'A' type service

C' = 6 Monthly

Incorporates 'A' and 'B' type service

D' = Annually

Incorporates 'A', 'B', and 'C' type service

E' = 3 Yearly

Item	ltem	Service	Action	Notes
No.				
1	Competencies		Personnel The contractor shall ensure that all personnel are suitably trained, experienced and competent to undertake the works	
2	Maintenance Instructions		Extent of Works and Exclusions The contractor shall note that this specification represents a minimum standard. It is generic and not specific to a particular manufacturer or item of equipment.	
			In all instances, the manufacturer's requirements and recommendations, shall be complied with and shall take preference where they exceed the requirements of this specification.	
3	Extent of maintenance works		This specification refers to the cyclic maintenance of goods and passenger lifts. The frequency of the works specified may be varied by specific instruction in the tender	
			Manufacturer's Requirements and Recommendations	

Item No.	ltem	Service	Action	Notes
4	Exclusions		This specification <b>does not</b> include for the thorough examination of the lift by an independent competent person as required by legislation and specified in SAFed document <b>Guidelines on the supplementary tests of in-service lifts</b>	A more comprehensive definition of maintenance and other items concerned with maintenance is given in BSEN 13015
5	Periodic through examinations		Competent Person's Requirements and Recommendations Periodic thorough inspections, as defined by LOLER and subject to the SAFeD guidance LG1:2006 shall be undertaken by a competent person appointed by the lift owner.	See contract documentation for detailed requirements.
			The maintenance contractor appointed to carry out works specified herein may be required to attend with the competent person during their thorough inspection to assist as required.	
6	Supplementary examinations and tests		If supplementary examinations and tests are required by the competent person the maintenance contractor may be required to attend and assist the competent person as required.	
7	Competent Person's recommendation		If, after a thorough examination and/or supplementary inspections and tests, the competent person makes recommendations, then the Contractor shall adjust the maintenance regime to comply with those requirements.	
8	Log Book	C'	Examine the log b ook. En sure that it cont ains commissioning data, information and instructions, records of previous maintenance visits and repairs.	Report, as a defect requiring attention, the absence of any such item within the log book.
9	Notices	C'	Ensure notices are pre sent, in go od conditio n and clear ly	Provide new notices as

Item No.	Item	Service	Action	Notes
			displayed	necessary.
10	Instructions	C'	Ensure the operator has and understands the manufacturer's operating instructions. Written instructions shall be present for: safe use of the lift normal operation and breakdown of the lift: the need to keep the written instructions and the emergency	Provide laminated A4 copies of instructions where missing.  Confirm wiring diagrams on site
			hand winding handle in a safe place together with any emergency telephone numbers	0 0
			Construction	
11	General mechanical condition	C'	Confirm that all parts of the lift are of good mechanical construction, sound material and adequate strength (so far as is ascertainable)	
12	Inaccessible parts	C'	Report any inaccessible parts	
13	Gears and gearboxes	A'	Visually inspect gears and gearboxes. Check oil levels in gearbox, replenish as necessary. Ensure guards are in place and secure.	
		B'	Examine gears, clean and lubricate as necessary.  Examine drives for alignment; adjust as necessary.	
		D'	Test gears and bearings for wear.	
			Examine condition of ge arbox oil. Flush out and replace as necessary.	
14	Motors	A'	Visually inspect motors and drives.  Examine motor bearing lubrication; replenish as necessary.  Ensure guards are in place and secure	
		В'	Blow out windings Examine connections Examine alignment between motor and gears.	

Item	Item	Service	Action	Notes
No.			Test bearings for play. Remove surplus oil and grease. Test under normal running conditions. Examine commutators, slip rings, brushes, holders an d springs. Examine keys and fixing bolts. Ensure they are in place and secure.	
15	Brake and brake coupling	A'	Clean and examine; adjust as necessary.  Lubricate mechanism in accord ance with manufacturer's instructions.  Test brake action in both directions; adjust and lubricate	Ensure drum is clean and free from oil and grease.
		В'	pivots as necessary Examine brake linings. Ensure keys, fixing bolts and cotter pins are in place and secure.	Report condition
16	Fixings	D'	Examine securing bolts and anti-vibration mountings; secure as necessary	
17	Rollers	D'	Clean and examine all rollers and bearings. Adjust a s necessary	
18	Overspeed Governors	A'	Clean and examine.	
19	Hydraulic Pump Sets	A'	Clean and visually inspect. Examine for leakages. Examine oil tank and feed pipe for leakage; top up as necessary.	
		В'	Inspect valve block assembly. Check manual relief valve. Examine pipework and connections.	

Item No.	Item	Service	Action	Notes
1101			Examine motors and pumps. Test anti-creep systems.	
20	General condition	A'	<b>Lift Car</b> Examine general condit ion of car interior, wall, floor and ceilings fixings. Clean as necessary.	
		B'	Examine ca r frame and bodywork. Ensure car is secur e within frame. Clean car top.	
21	Floor finishes	A'	Visually inspect. Ensure there are no tripping hazards.	
22	Lighting and Emergency Lighting	A'	Clean and examine luminaries.	
		C'	Replace faulty lamps. Test operation of eme rgency lights. Ensure satisfactor y operation over a 3hr period.	
23	Control buttons and floor indicators	A'	Clean and examine lift car control buttons and lamps.	Replace as required
24	Attendant's override control.	A'	Test operation. Test operation of key switches.	
25	Emergency Alarm	A'	Examine emergency alarms. Test operation. Examine and test telephone / voice systems. Examine 'emergency procedure' notices.	
26	Doors	A'	Test operation of car door switches; adjust as necessary. Test operat ion of protective edges and door reversing systems Adjust sensitivity as necessary.	

Item No.	Item	Service	Action	Notes
			Clean and examine door tracks.  Examine door opening gears, linka ges and mechanisms; examine for oil leaks, belt tension, and lubrication. Test operation and adjust as necessary  Examine and test operation of door locks and Interlocks.	
27	Car trap door	B'	Examine condition, hin ges and lo cks. Test operation of interlocks and alarms	
28	Car top controls	A'	Examine car top controls. Test ope ration of car top controls and associated limit switches and stops.	
29	Trailing cables	A' C'	Visually inspect trailing cables and anchorage. Ensure connections are secure. Examine trailing cable s for wear, f raying braid and brittle insulation	
30	Ropes and guides	Α'	Examine ropes, fixings and guide shoes.	
31	Landing doors and frames	A'	Landings Examine doors and door tracks. E nsure that doors cannot open when lift car is not present. Ensure that doors cannot 'swing' on top mountings. Examine and test door manual release locks. Clean doors and frames. Examine general condition	
32	Controls and indicators lamps		Clean control buttons and lamps. Test operation.	Report suitability for use by disabled persons.
33	Notices		Examine notices.	Report presence of Braille notices.
			Safety Devices	

Item No.	Item	Service	Action	Notes
34	Safety gear and brake	A'	Examine all safety gear. Test operation of safety gear switches	
35	Safety edges	A'	Examine and test operation of all sensit ive edges and surfaces and other sensing devices.	
36	Safety gear	A'	Ensure the safety gear switch operates correctly.	
37	Access and Security	A'	Lift Motor Room Examine access, access doors and locks.	
38	Room generally	A'	Examine for cleanliness. Clean as necessary. Remove all debris, redundant oils etc.	
39	Stop watch	A'	Visually examine. Test operation by a manual trip.	
40	Non-conductive mats	A'	Visually examine non-conductive mats. Ensure they are in good condition and correctly positioned.	
41	Notices	A'	Ensure appropriate 'Restricted Access' an d 'Electrica I Safety' notices are in position and securely fixed.	
42	Lighting and Emergency Lighting	A'	Clean and examine luminaries.	
	Lighting	C'	Replace faulty lamps. Test operation of eme rgency lights. Ensure satisfactor y operation over a 3hr period	
43	Controls	D'	Controls Clean and examine all controls. Examine indicator and pilot lamps, replace as necessary Examine remote controls and call points. Test all controls.	

Item No.	Item	Service	Action	Notes
44	Trailing Cable	В'	Examine flexible cables for wear, fraying braid and brittle insulation.	
45	Drum and Bushes	D'	Examine and test operation of drums and bushes. Clean, lubricate and adjust as necessary.	
46	Limit and safety switches	D'	Examine limit and safety switches.  Examine cables and terminal connections.  Test operation of upper and lower control limit switches  Test operation of slack rope / chain switches.  Test operation of safety gear switch.  Test operation of swivel seat interlocks.  Test operation of ramp interlocks.  Test operation of hinged rail interlocks.  Test operation of emergency stops.  Test operation of overspeed governor.	
47	Overloads	D'	Examine overload settings. Compare to commissioning data.	
48	Alarms	C'	Examine and test operation of alarms.	
49	Control Panel - general	A' B'	Control Panel Visually inspect. Examine connections, fuses and overload devices. Examine relays and contacts. Visually inspect printed circuit boards.	
		C'	Examine interlocks; adjust and lubricate as necessary. Examine overload settings; adjust as necessary. Examine dash-pots; top up as necessary. Examine contacts; clean as necessary. Examine fuse carriers and bases; ensure that correctly rates	

Item No.	Item	Service	Action	Notes
110.			fuses are fitted. Examine connections for tightness. Clean contacts; adjust and replace as necessary. Examine printed circuit boards for secure fitting and signs of degradation.	
50	Access and security	A'	Lift Shaft Examine access and security arrangements	
51	Pit drip trays	A'	Remove any rubbish and / or debris. Drain and clean as necessary.	
52	Sumps and sump pumps	A'	Drain and clean as n ecessary. Test operation of sump pumps where fitted.	
53	Shaft lighting	A'	Clean and examine luminaries. Replace faulty lamps.	
		C'	Test operation of eme rgency lights. Ensure satisfactor y operation over a 3hr period.	
54	Counter-balance	Α'	Examine rope ancho rages and equaliser; adjust a s necessary. Test safety gear. Lubricate guide shoes.	
		B'	Examine for rope stretch; adjust as necessary. Ensure main tie bolts are secure.	
		D'	Examine guide shoe clearance.  Examine and report condition.	
55	Props	A'	Ensure props are in place and suitable for purpose. Test interlocks.	
56	Buffers	A'	Visually inspect buffers	

Item No.	Item	Service	Action	Notes
		D'	Ensure energy dissipation buffers return to fully e xtended position after compression.	
57	Hydraulic pipework	A'	Examine for leaks.  Examine hangers, expansion joints and supports; adjust as necessary.  Examine flexible pipework, couplin gs and con nectors for damage and leaks.	
58	Hydraulic rams and cylinders	A'	Examine ram and cyli nder. Ensure ram bo It heads ar e secure.  Examine pipe connections for leakage.  Examine gland packing for wear.  Examine full length of ram for scoring or damage	
59	Boreholes	A'	Examine for signs of leakage.	
60	Ropes and rope sheaves	A' B' C' D'	Ropes and Sheaves Visually inspect. Lubricate as necessary. Clean and examine ro pes. In spect for fraying wires or deterioration. Lubricate as necessary. Adjust tension as necessary. Ensure keys and fixing bolts are secure. Examine bearings and sheave grooves for wear. Ensure ropes are evenly tensioned and free from slip. Examine all ropes. Re port condition and next anticipate d replacement.	
61	Guides and fixings	A' B'	Guides & Fixings Clean, lubricate as necessary. Examine guides for wear; ensure fixings are secure.	

Item No.	Item	Service	Action	Notes
1101			Examine guide shoe clearance.	
62	General electrical installation	E'	Electrical Installation Carry out a periodic inspection with associated circuit tests in accordance with the requirements of the SC specification and BS7671: Requirements for Electrical Installations.	Test insulation resistance of the whole installation (except transistor panels)
63	Flexible cables	D'	Examine flexible cables for wear, fraying braid and brittle insulation.	
64	Main isolating switch	D'	Examine fuses; ensure correctly rated fuses are fitted. Examine terminal connections.	
65	Lighting and emergency lighting	A'	Clean and examine luminaries.	Lift car and shaft
		C'	Replace faulty lamps. Test operation of eme rgency lights. Ensure satisfactor y operation over a 3hr period.	
66	Batteries, chargers and circuits	D'	Examine chargers and low voltage wiring.	
	Circuits		Test batteries; renew as necessary. Clean and examine terminals.	
67	Earthing and bonding	D'	Examine earthing and bonding arr angements. Test eart h continuity	Test sheet to be provided indicating earth loop impedance
68	Lift Installation	D'	Overall Observations Lift modernisation programme to include all recommendations for the lift upgrade, specifying in detail an energy conservation plan showing estimated running costs and projected running costs.	Refer to CIBSE Guide 'F'. Provide estimated costs

# SHROPSHIRE COUNCIL

# **GENERAL TERMS AND CONDITIONS**

FOR THE SUPPLY OF

**GOODS SERVICES AND WORKS** 

1

### **TABLE OF CONTENTS**

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

2

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

#### **RECITALS**

- **(A)** These General Terms and Conditions will operate in their entirety with contracts <u>of all values and types</u> made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).
- **(B)** Only those of these General Terms and Conditions denoted with the suffix "**W**" (**Property Services contracts**) or "**Z**" (**Highways contracts**) will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

#### 1 DEFINITIONS

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

- 1.1 " Goods" means all goods specified in the Purchase Order.
- 1.2 **"Services"** m eans all serv ices of wh atever nature, to b e provided by the Contractor to the Council and described in the Agreement; this includes design concepts or consultant's reports.
- 1.3 **"Works"** means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council

3

- 1.4 "Council" means Shropshire Council;
- 1.5 **"Intellectual Pr operty Righ ts"** means all paten ts, registered and unregistered designs, copyright, trade marks, kno w-how and all other forms of intelle ctual property wherever in the world enforceable;
- 1.6 **"Contractor"** m eans the pe rson, firm or co mpany or a ny other organ isation contracting with the Council.
- 1.7 "Packages" includes bags, cases, cylinders, drums, pallets and other containers.
- 1.8 'Purchase Order' means the Council's Official Order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
- 1.9 **'Agreement'** m eans the Ag reement between the Council and the Co ntractor consisting of the P urchase Order, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order.
- 1.10 **'Price'** means the price of the G oods and/or charge for the S ervices or Works being provided by the Contractor.
- 1.11 **'Writing'** includes fac simile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.
- 1.12 **"FOIA"** means the Free dom of Information A ct 2000 and a II subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
- 1.13 **"EIR"** means the En vironmental Information R egulations 20 04 (as m ay be amended from time to time.)
- 1.14 " **Exempt Information**" means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
- 1.15 **"FOIA notice"** means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
- 1.16 "Public body" as defined in the FOIA 2000
- 1.17 "Receiving Party" means a party to this Ag reement to whom a Re quest for Information is made under FOIA, and who the reafter has overall conduct of the request and any response
- 1.18 "Request for Information" means a written request for in formation pursuant to the FOIA as defined by Section 8 of the FOIA
- 1.19 "Hazardous G oods" m eans a ny so lid, liqu id, o r gas that can cause ha rm to humans and other liv ing organ isms due to being ra dioactive, flam mable o r

explosive, irritating or dam aging the s kin or lungs, interfering with oxygen intake and apsorption (asphyxiants), or causing allergic reactions (allergens).

#### 2 GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No v ariation of these Ge neral Te rms and C onditions shall be b inding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These G eneral T erms and Conditions shall apply to the ex clusion 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 sup ply 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 G oods or Services shall comply in all respects with any quoted British S tandards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Purchase Order or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in d esign 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 a mended 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 up on 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 tho se 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 a s set out in the Council's Purchase Order and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.
- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory has signed for Goods or Se rvices the C ouncil will make pay ment to the Co ntractor within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services.
- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoi ce must c omply with VAT rules and regulations. The correct Purchase O rder number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Purchase Order.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

#### **6 DELIVERY**

- 6.1 The Pu rchase O rder will specify the quantity of G oods and the nature of the Services required and the date or dates and place of delivery of the G oods or provision of the S ervice or S ervices. The C ontractor shall provide such programmes of manufacture and delivery as the C ouncil may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order prominently displayed, and the C ouncil may reject quantities delivered in excess of those stated on the Purchase Order.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are p rovided by the Contractor otherwise than in ac cordance 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 C ouncil m ay re ject a ny G oods w hich are no t in accordance w ith the Agreement and the C ouncil shall not be treated as ha ving accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a re asonable time after a latent defect in the G oods has b ecome apparent.
- 6.5 The Contractor shall com ply w ith all ap plicable regulations or other leg al 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 Thoursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Purchase Order.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' un less otherw ise agree d) to the Contractor's su pplying w orks or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kin ds 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 Th e 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. INS PECTION

- 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 S ub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- The Contractor shall ensure that rights of a ccess, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in subagreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on be half 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 C ontractor is unable to sup ply acceptable re placement Goods or Serv ices within the time specified in the Agreement, or within any extension of such time as the C ouncil m ay grant, the C ouncil will be entitled to purch ase 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 am ount equal to that paid by the Council in respect of the Goods or S ervices and any applicable taxes. Be fore exercising the said right elsewhere the C ouncil shall give the Contractor reasonable opp ortunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is und er no ob ligation to test or in spect the G oods before or on delivery.

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

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Purchase Order and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the C ouncil o nce 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 G oods and store the m separately from similar Go ods held at the Contractors premises specified in the Purchase Order and ensure that they are securely, clearly and visibly marked with the wording "Property of SC C" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Co ntractor will allow a na med r epresentative of the C ouncil reasonable accompanied access to its prem ises specified in the Purch ase O rder to verify compliance with c lause 10.3 herein and will im mediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnity the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this in demnity the C ontractor 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 Th e C ontractor agrees that the C ouncil has the right to enter the C ontractor's premises specified in the Purchase Order where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

#### 11 THE COUNCIL'S OBLIGATIONS

- 11.1 To en able the C ontractor to perform its oblig ations under this Agre ement 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 C ouncil unlawfully terminates or cancels the G oods or Services agreed to in the Pu rchase O rder the Council shall be required to p ay to the Contractor as agreed damages and not as a penalty the full a mount of a ny 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 am ount of the Goods and Services.

#### 12 WARRANTY

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 m onths the go ods and a ll their co mponent parts, where applicable, are free from an y defects in design, wo rkmanship, construction or materials. Certain products carry warranties for longer periods and these will be notified by the Contractor from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed us ing reaso nable skill and care, and of a quality conforming to generally accepted industry standards and practices.

#### 13 INDEMNIFICATION

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

### 14 <u>LIMITATION OF</u> LIABILITY

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

#### 15 TERMINATION AND CANCELLATION

- 15.1 The Council upon giving the Contractor notice in Writing may cancel any Purchase Order at any time. A fair and reasonable price will be paid for all work in progress at the time of the can cellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.
- 15.2 Either party may term inate this Agree ment forthwith by no tice in Writing to the other if:
  - a). the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
  - b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
  - c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
  - d). the other party ceases to carry on its business or substantially the whole of its business; or
  - e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

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

- 16.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:
  - offered, paid or given or agreed to give directly or indirectly any gift in money or any other form to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or
  - (ii) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or

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

#### 17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 17.2 The C ontractor sha II not dis close to any third party (except s ub-contractors accepting a like oblig ation of secrecy, and then only to the extent necessary for the pe rformance of the sub-agreement) or prov ide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 17.3 This provision shall survive the expiration or termination of the Agreement.

#### 18 INDEPENDENT CONTRACTORS

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

#### 19 SEVERABILITY

19.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any C ourt 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 une nforceable provision eliminated.

#### 20 ASSIGNING AND SUB-CONTRACTING

- 20.1 The Contractor will not, without the written consent of the Council, assign or subcontract its right or d uties u nder this Ag reement no r allow Services to be provided other than through his own employees and using his own equipment.
- 20.2 In the ev ent that the Council has co nsented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

#### 21 WAIVER

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

#### 22 HAZARDOUS GOODS

- 22.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirem ents of UK and in ternational law s, regulations and a greements relating to the packing, labelling and carriage of hazardous Goods.
- 22.2 All information known, he ld by , o r reasonably a vailable to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

#### 23 NOTICES

- 23.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the add ress of the other party that is the registered office or main place of business of the C ontractor or if the Co uncil, the Sh irehall, Ab bey Foregate, Shrewsbury. SY2 6ND
- 23.2 A Notice sent by em ail shall be de emed to be rece ived providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free tran smission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class posts hall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

#### 24 CONFIDENTIALITY AND DATA PROTECTION (W) (Z)

- 24.1 All plans, draw ings, de signs or spe cifications su pplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 24.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Co uncil's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like ob ligation of secrec y, a nd then only t o the ext ent ne cessary for the performance of the sub-agreement) all information given by the Co uncil in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 24.3 The C ontractor s hall no t m ention the C ouncil's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or

- other similar communication to third parties without the Council's prior consent in Writing.
- 24.4 The C ontractor will keep con fidential any information it becomes aware of by reason of the operation of this Agreement and shall not use divulge or communicate the same to any third party without the consent in Writing of the Council. The C ontractors hall implement appropriate organ isational and technical measures to ensure the integrity and security of information obtained and shall at all times comply with the provisions of the Data Protection Act 1998 and shall provide the Council with evidence of such measures upon request. The Contractor shall use its reasonable endeavours to prevent the unauthorised publication or disclosure of any such information or documents. The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 24.5 The provisions of this Clause shall survive the expiration or termination of this Agreement.

#### 25. <u>PUBLIC INTEREST DISCLOSURE</u> ('WHISTLE BLOWING') (W) (Z)

25.1 The Contractor will ensure that his employees and agents are made aware of the Council's p olicy "Speaking U p A bout Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request

#### **26 INSURANCE**

- 26,1 The C ontractor shall maintain a comprehensive policy of Public Liab ility and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover In respect of death or personal injury due to negligence will be unlimited.
- 26,2 If appropriate and requested in Writing, the Contractor may also be required to provide P roduct Liab ility in surance of at least £2,00 0,000 (T WO M ILLION POUNDS) and Professional Indemnity in surance of at least £1,000,000 (ON E MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

#### 27. EQUALITIES (W) (Z)

- 27.1 The Contractor and any Sub-Contractor employed by the Co ntractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age
  - a) in the supply and provision of Goods, Services or Works under this Agreement, and
  - b) in its employment practices.
- 27.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, Race Relations Act 1976, the Disability Discrimination Acts 1995 and

2005, the E mployment E quality (Sexual Orientation) R egulations 20 03, the Employment E quality (R eligion or B elief) Re gulations 2003, the Human Rights Act 1998, Employment Equality (Age) Regulations 2006, and the Equality Act 2006 (effective from 6<sup>th</sup> April 2007) or other re levant legislation, or any statutory modification or re-enactment thereof.

- 27.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the following general duties imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful racial discrimination and promote equality of opportunity and good relations between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities, to promote positive attitudes towards disabled persons; and by Section 76A of the Sex Discrimination Act 1975 (effective from 6<sup>th</sup> April 2007) to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women.
- 27.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Commission for Racial Equality and the D isability Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 27.5 In the event of any find ing of unlawful discrim ination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or em ployment tribunal, or any adverse finding or form al investigation by the Commission for R acial E quality, Equal Op portunities Commission or D isability Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 27.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In a ddition, the Council m ay re asonably req uest other inform ation from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

#### 28 HUMAN RIGHTS (W) (Z)

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

#### 29 HEALTH AND SAFETY AT WORK (Z)

29.1 The C ontractor will at all times in providing G oods, S ervices or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

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

30.1 The Council will have regard to the relevant provisions of the FOIA and EIR in considering Freed om of In formation req uests. If a C ontractor con siders any

information it supplies is either commercially sensitive or confidential in n ature, this should be hig hlighted and the real sons for its sensitivity specified. The Contractor however acknowledges that any lists or schedules so provided are of indicative value on ly and that the Council may nevertheless be obliged to disclose such confidential information.

- 30.2 When considering any response to a Request for Information the Council will consult with the Contractor before m aking a de cision on disclosure or the application of any appropriate exemption but any such decision will be at the absolute discretion of the Council. The Contractor shall provide all necessary assistance requested by the Council (within any time scale specified as reasonable by the Council and at the Contractor's expense) to enable the Council to respond to a Request for Information within the time for compliance as set out in section 10 of the FOIA. In no circumstances shall the Contractor respond directly to the party making the Request for Information unless expressly authorised to do so by the Council or unless the Contractor is also a Public Body (see below)
- 30.3 The C ontractor shall ensure that all in formation required to be produced or maintained under the terms of the Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the C ouncil to inspect such records as requested from time to time.
- 30.4 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 30.5 Where the Contractor is a Public Body it acknowledges that such obligations and duties of the C ouncil as set out ab ove are reciprocal to the Contractor. The Council and the Contractor acknowledges and agrees that:
  - a) as Public Bodies they are subject to legal duties under the FOIA and EIR
    which may require either party to disclose on request information relating
    to this Agreement or otherwise relating to the other party.
  - they are required by law to consider each and every Request for Information made under FOIA.
  - that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 30.6 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not
  - (a) Confirm or deny that information is held by the other party, or
  - (b) Disclose information required

to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an ex emption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.

- 30.7 Each party shall bear its own costs of:
  - (a) assessing the application of any exemption under FOIA and/or
  - (b) responding to any FOIA notice and/or
  - (c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 30.8 The Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detrim ent, howsoever caused, arising from or in connection with the reasonable dis closure under FOIA of an yEx empt Information or othe rinformation whether relating to this Agreement or otherwise relating to the other party.
- 30.9 The o ther party sh all ass ist the party re ceiving the request as reasonably necessary to enable the party receiving the request to comply with its obligations under FOIA.

#### 31 SUSTAINABILITY

31.1 Co ntractors s hould at all time s demonstrate how the y co ntribute to the achievement of Shropshire Council's Sustainability Policy and Guidance Notes

#### 32 EXPIRY

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

#### 33 AUDIT AND MONITORING) (W) (Z)

33.1 The Contractor will allo w a ccess fo r the Council's o fficers to all relevant information for the purposes of audit and the monitoring of the Agreement.

#### 34 RIGHTS OF THIRD PARTIES

34.1 The parties to this Ag reement do not in tend that any of its terms will be enforceable by any person not a party to it by virtue of the Agreements (Rights of Third Parties) Act 1999.

#### **35 ENTIRE AGREEMENT**

35.1 This Agreement contains the entire agreement between the parties relating to the subject m atter an d sup ersedes any previous agre ements, arra ngements, undertakings or proposals, oral or written.

#### 36 FORCE MAJEURE

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

#### 37 GOVERNING LAW AND JURISDICTION (W)

36.1 It is the responsibility of the Contractor to comply with all relevant European and English leg islation. This A greement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

#### 38 COMPLAINTS PROCEDURE (W) (Z)

- 38.1 The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:
  - 38.1.1 is easy to access and understand
  - 38.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress.
  - 38.1.3 provides confidential record keeping to protect staff employed under this contract and the complainant
  - 38.1.4 provides information to management so that services can be improved
  - 38.1.5 provides effective and suitable remedies
  - 38.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback

#### 38.2 The Contactor shall ensure that:

38.2.1 under no circum stances is a complaint investigated by a member of its staff employed under this con tract w ho m ay be part of the complaint.

- 3.8.2.2 someone who is independent of the matter complained of carries out the investigation
- 38.2.3 the complainant is made a ware that they are entitled to have the complaint investigated by the Council if they are not sa tisfied with either the process of investigation or finding of the Contactor's investigations
- 38.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 38.3 The Contactor will make its complaints procedure available on request
- 38.4 The Contactor shall ensure that all its staff employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Coun cil) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 38.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to the m and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 38.6 Where the C ouncil is investigating a complaint the C ontactor is required to participate fully in all investigations within the timescales requested by the Council
- 38.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the go ods, 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."

# RMC 127 - PERIODIC INSPECTION, LUBRICATION, TEST & REPAIR OF LIFTS

# **PART 2 - PARTICULAR SPECIFICATION**

Prepared by: Shropshire Council Property Services September 2010

# RMC 127 - PERIODIC INSPECTION, LUBRICATION, TEST & REPAIR OF LIFTS

### **PART 2 - PARTICULAR SPECIFICATION**

# **CONTENTS**

1.0	General Conditions	Page 3
2.0	General Requirements	Page 5
3.0	Service Reports	Page 8
4.0	Service Requirements	Page 9
	Quotation Sheet	Page 11
	Daywork Rates	Page 13

#### **PART 2 - PARTICULAR SPECIFICATION**

#### 1.0 GENERAL CONDITIONS

#### 1.1 SCOPE OF CONTRACT

The contract shall comprise the periodic, inspection, lubrication, test and repair of Lifts complying with BS5655: Lifts and service lifts, SAFed Guidelines on Thorough Examination and Testing of Lifts - LG1 and PM26 Safety at lift landings. All work complying with BS 7255: Safe Working on Lifts.

#### 1.2 DURATION OF CONTRACT

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

### 1.3 SAFETY AND WELFARE OF WORKMAN

The Contractor's attention is particularly drawn to the clause relating to the "Safety and Welfare of Workmen" in the General Conditions and Preliminaries and shall allow in his tender for the complying with the regulations stated in this contract.

#### 1.4 IMPORTANT NOTES

- Contractors shall be responsible for visiting the site(s) to take all their own
  measurements and site surveys and s hall make arrangements with the
  establishment for gaining access to the relevant areas for the purpose of obtaining
  all necessary particulars for the contract.
- The Contractor should familiarise himself with the site(s) and in particular to
   the
   problems of gaining access to the site(s). Any damage caused to any property in
   gaining access to the site by the Contractor or persons servicing the Contractor will
   be made good at the Contractor's own expense.
- 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.
- The Contractor and his employees must report to the premises office or reception whenever they are visiting the site to 'book-in', and ensure they 'book-out' when leaving the site on <u>all</u> occasions.
- Asbestos Management Regulation Contractors shall be aware that there is a requirement that you sign the on site manual prior to the commencement of any work.
- The Contractor shall 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 and respectable clothing.

I:\Current Contracts\RMC 127 - Lifts\RMC 127 - Specification.doc

 This project is being undertaken on active Council site(s) and as such the normal operation of any site should not be interfered with. Co-operation and liaison with the site manager about the schedule and limitations is imperative.

#### 1.5 IDENTITY PASSES

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

#### 1.6 GENERAL HEALTH AND SAFETY

The sites 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.

Skips will only be permitted on site after consultations with the Contract Administrator and/or the Premise Management.

The Contractor shall provide suitable first aid facilities on site.

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

The Contractor shall provide his own toilet facilities to be located within the compound area, suitably 'plumbed in' to adequate services with the manhole securely boarded over. If the premises management agree to provide in-house toilet facilities, the Contractor shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the contract.

#### 1.7 LEGISLATION

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

	The Health and Safety at Work	Act 1974
	•	
Fire	Precautions	Act 1971
	Management of Health & Safety at Work	Regulations 1999
	Construction and Design Management	Regulations 1994
	Construction (Health Safety and Welfare)	Regulations 1996
	Lifting Operations & Lifting Equipment	Regulations 1998
	Personal Protective Equipment at Work	Regulations 1992
	Construction (Head Protection)	Regulations 1989
	Health and Safety (First Aid)	Regulations 1981
	Control of Substances Hazardous to Health	Regulations 1999
Electr	icity at Work Regulations	1989
	The Fire Precautions (Workplace) (Amendment)	Regulations 1999

кероі	Reporting of Injuries, Diseases & Dangerous				
Occurrences	3	Regulations	-	1995	
Manual	Handling	Operations	Regulations	1992	
Provis	sion & Use	of Work Equip	oment	Regulations 1998	
Noise	at Work	Regulations		1989	

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

#### 1.8 SPECIFIC HEALTH AND SAFETY

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

#### 1.9 RISK ASSESSMENT

The Contractor shall carry out a detailed and recorded "Risk Assessment" for the works and attach two copies to the completed tender documents when returning.

#### **General Principle of Risk Assessment**

The risk assessment will 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) 1992 associated with Health and Safety at Work.

#### 1.10 METHOD STATEMENT

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

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

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

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

#### 1.11 INDEPENDENT SAFEGUARDING AUTHORITY - ISA

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

#### 2.0 GENERAL REQUIREMENTS

# 2.1 PROGRAMME OF WORK – Goods and Passenger Lifts – as detailed in the Servicing Schedule

The programme shall comprise of service visits to each lift as shown in the Goods and Passenger Lift Servicing Schedule.

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

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

#### 2.2 SCHEDULE OF MAINTENANCE

A schedule giving details of plant, locations and inspection dates is included in the tender documents.

#### 2.3 UNIT COSTS

The **Lift Unit Costs** to be shown for the full year's service for each lift as indicated on the quotation sheet (pages 12 and 13).

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.

#### 2.4 PAYMENT

Payment will be made in arrears following the submission of an with all relevant reports for the previous months' inspections.

#### 2.5 SPARE PARTS AND RENEWALS

The contract shall include the supply and fitting of lamps, neon's, motor brushes batteries and fuses also the supply of all cleaning materials and oil for the purpose of toping-up within the lift unit cost.

The Contractor shall supply and fit all chargeable minor spare parts as required up to a total value including labour of £250 per lift; this is to ensure completeness of equipment and make appliances safe. This additional work shall be invoiced with the service invoice. Fitting replacement parts shall be carried out as far as possible during the service visits. An extra visit in order to fit replacement parts in cases of emergency

I:\Current Contracts\RMC 127 - Lifts\RMC 127 - Specification.doc

may be permitted, but only with prior notification and approval by the Contract Administrator.

The Contractor shall use only genuine manufacturer's spares, except where otherwise directed.

#### 2.6 DELETION OF PLANT

The Council may, during the period of the contract, wish to delete items of plant from the schedule of maintenance. Any such deletions shall be effected by giving one months' notice in writing. Any such deletion of plant shall lower the monthly cost by the relevant unit cost.

#### 2.7 ADDITIONAL PLANT

The Council may, during the period of the contract, wish to add items of plant to the schedule of maintenance. Any such additions shall be at an additional unit cost as stated on the Quotation Sheet Variation to Contract.

#### 2.8 TRANSPORT

The contract shall be deemed to include all transport cost for work persons performing work within the contract but excluding that performed under the emergency calls procedure or as a result of separate instructions.

#### 2.9 ACCESS TO LIFTS

It is the Contractor's responsibility to gain access to all lifts by arrangement with the Property. This is to be by prior appointment at least 24 hours in advanced.

#### 2.10 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.

#### 2.11 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.

A number of the properties are residential and may require urgent service outside the contract terms and normal working hours, the successful contractor shall provide a 24 hour seven day per week emergency service.

Mileage charges and travelling time from outside the Shropshire County boundary will not be permitted.

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

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

#### 2.12 EMERGENCY REPAIRS RESPONSE TIME

The Contractor shall attend site within **TWO hours** of receipt by his control centre of an emergency call. However, passenger release must be arranged within **one hour**, if necessary by use of a local third party.

#### 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 Administrator's attention by telephone on Shrewsbury (01743 253414).

#### 2.14 QUOTATIONS FOLLOWING SERVICE REPORT

All work reported on 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.

#### 3.0 GENERAL REQUIREMENTS AND GUIDANCE

The Contractor shall provide the Client with information to allow the Client to assess the competency of the Contractor and individual personnel carrying out the service work. This shall include as a minimum requirement the names of the specific persons who may carry out the work and a copy of their ACS certification. It shall also include details of the quality system operated by the Contractor.

The Contractor will obtain agreement from t he Client before substituting alternative personnel before or during the contract.

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

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

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

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

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

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

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

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

#### 3.01 GUIDANCE

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

#### 3.01.01

The Contractor shall pay particular attention to:

- The provision and use of Work Equipment Regulations (PUWER)
- Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
- BS7671:2008 Requirements for Electrical Installations IEE Wiring Regulations 17<sup>th</sup> Edition
- Approved Code of Practice and Guidance L113: Safe use of lifting equipment
- BS5655: Part 10 Specification for the testing and inspection of electric and hydraulic lifts
- SAFed LG1: 2006 Guidelines on the supplementary tests of in-service lift
- HS (G) 107 Maintaining portable electrical equipment
- Work equipment. Provision and Use of Work Equipment Regulations 1998. Guidance on the regulations L22 (Third Edition)

#### 4.0 SERVICE PROGRAMME

The Contract Administrator may, during the period of the contract, wish to amend the method of service reporting.

A new method of reporting <u>may be</u> required and the contractor shall be able to provide proof of Web based reporting should it be required.

#### 4.1 SERVICE REPORTS

The Contractor shall ensure that, following all inspection visits, conditional reports shall be submitted to the Contract Administrator in electronic format, including all specialist reports and test equipment printouts.

In addition the Contractor shall ensure that a site logbook containing duplicate copies of all the reports information submitted to the Contract Administrator.

The site logbook shall also contain a copy of the Site Risk Assessment, Method Statement and COSHH for the Contractor's operatives and all specialist sub contractors.

Service reports must clearly indicate all the information detailed below:

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

#### 4.2 SERVICE REPORT SHEETS

An individual report to be provided and sent with the invoice for each Lift showing the following:

- 1) Property number as per schedule
- 2) Lift number as per schedule
- 3) Name and address of property
- 4) Make and Serial number of lift
- 5) Date of inspection
- 6) Sign in time and sign out time
- 7) Statement of condition
- 8) Full description of recommended Major repair / Replacement / Alteration work with urgency
- 9) Signature of client and engineer on report

#### 4.3 EMERGENCY REPAIRS, REPORT SHEETS

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

- 1) Property Number
- 2) Lift number as per schedule
- 3) Name and address of property

I:\Current Contracts\RMC 127 - Lifts\RMC 127 - Specification.doc

- 4) Date of call
- 5) Sign in time and sign out time
- 6) Nature of fault reported
- 7) Full detail of fault found and parts used
- 8) Time of arrival and time of departure
- 9) Signature of client and engineer on report

# RMC 127 - PERIODIC INSPECTION, LUBRICATION, TEST & REPAIR OF LIFTS QUOTATION SHEET

# 2 Monthly Service Costs - A Type Service

Lift Type	Cost per Visit
Passenger	£
_	
Goods	£
Other Equipment (including DDA)	£

# 4 Monthly Service Costs - B Type Service

Lift Type	Cost per Visit
Passenger	£
-	
Goods	£
Other Equipment (including DDA)	£

# Bi-Annual Service Costs - C Type Service

Lift Type	Cost per Visit
Passenger	£
Goods	£
Other Equipment (including DDA)	£

# **Annual Service Costs - D Type Service**

Lift Type	Cost per Visit
Passenger	£
Goods	£
Other Equipment (including DDA)	£

Cont'd ...

# 3 Yearly Service Costs - E Type Service

Lift Type	Cost per Visit
Passenger	£
Goods	£
Other Equipment (including DDA)	£

# Variation to Contract – additional equipment/properties

Lift Type	Cost per Visit
Passenger	£
-	
Goods	£
Other Equipment (including DDA)	£

# SAFed Testing: Supplementary test of in-service lifts

Lift TYPE	Cost per Visit
Passenger	£
Goods	£
Other Equipment (including DDA)	£

# THIS FORM TO BE RETURNED WITH TENDER

Contractor Name:	
Name:	
Signature:	
Date:	

#### SHROPSHIRE COUNCIL MAINTAINED PROPERTIES

# RMC 127 - PERIODIC INSPECTION, LUBRICATION, TEST & REPAIR OF LIFTS FOR THE PERIOD 1<sup>st</sup> APRIL 2011 TO 31<sup>st</sup> MARCH 2012 WITH REVIEWS AND EXTENSIONS UNTIL 31<sup>st</sup> MARCH 2016

Rates for any work not included in the specification and schedules. Operative for the period  $1^{st}$  April 2011 to  $31^{st}$  March 2012.

Hourly rate during normal 8 hour day On cost + profit% Total Cost	£
Hourly rate after normal 8 hour day Monday to Friday On cost + profit% Total Cost	£
Hourly rate for Saturday working On cost + profit% Total Cost	£
Hourly rate for Sunday working On cost + profit% Total Cost	£
Hourly rate for Bank Holiday working On cost + profit% Total Cost	£
Percentage additions on net cost of material to cover profit handling, etc.	%
Transport cost per mile.	£
Base to be used for calculating mileage.	
Any special conditions applicable to overtime working.	
THIS FORM TO BE RE	TURNED WITH TENDER
Contractor Name:	
Name:	
Signature:	
Date:	



## **Tender Response Document**

RMC 127 - Periodic Inspection, Lubrication, Test & Repair of Lifts

Name of TENDERING ORGANISATION (please insert)

Lift & Engineering Services Limited

#### **Shropshire Council Tender Response Document**

#### **Contract Description:**

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

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

The contract will be for an initial period of 12 months with an option to extend for up to a further 3 years. The contract is due to commence on 1<sup>st</sup> April 2011.

#### Instructions for the completion of this document

- This document must be completed in its entirety with responses being given to <u>all</u> questions. If you are unsure of any section and require further clarification, please contact:

   Technical Support Officer 01743 253407 or via email quoting the contract reference to
   @shropshire.gov.uk
- 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.
- Where copies of certificates and other details are requested a copy must accompany the hard copy of your Tender Response Document.

#### Contents

Section	Description	
A1	Form of Tender	4
A2	Non-Canvassing Certificate	5
A3	Non-Collusive Tendering Certificate	6
A4	Declaration of Connection with Officers or Elected Members of the Council	7
-	You must sign all 4 certificates in sections A1 to A4	
В	Tender Schedule	8

#### **Award Criteria**

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

#### Weighted Marked Questions

Questions within these sections will be scored using the following weightings. Each answer from the questions identified below will be given a mark between 0 and 7 with the following meanings: 0 - No response given

1 - Very poor response given

2 - Poor response given

3 - Poor/average response given

4 - Average response given

5 - Good response given

6 - Very good response given

7 - Excellent response given

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

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

## Section A: 1. Form of Tender

Form of Tender

Shropshire Council

Tender for Periodic Inspection, Lubrication, Test & Repair of Lifts

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 provision of a service for the periodic inspection, lubrication, test and repair of lifts 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:

Service Director

Signed

Name:

Managing Director

Date: 27th January 2011

Company: Lift & Engineering Services Limited

Address: 16 Portersfield Road, Cradley Heath, West Midlands, B64 7BN

Post Code: B64 7BN

Tel No: 01384 633115

Fax No: 01384 633119

E-mail address:

E-mail address: liftservices@lift-engineering.co.uk

Web address: www.lift-engineering.co.uk

## Section A: 2. Non-Canvassing Certificate

#### Non-Canvassing Certificate

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

We hereby certify that 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.

We further hereby undertake that 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

Signed (2)

Status Directol

(For and on behalf of: Lift & Engineering Services Limited)

Date: 27<sup>th</sup> January 2011

## 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.

tatus.....

Signed (1) Status.....

(For and on behalf: Lift & Engineering Services Limited)

Date: 27th January 2011

## 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?

ъ.	-
n	

If yes, please give details:

Name Relationship	
N/A	N/A

#### 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.
Signed (2)	status. 1 / ClctcR
(For and on behalf of: Lift &	Engineering Services Limited)
Date: 27 <sup>th</sup> January 2011	

## Section B: Tender Schedule

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

1.	Pricing Schedule	
1.1 You should complete the attached 'Quotation Sheet' by filling in all of the releinformation and submit this with your completed tender.		evant
1.2	Copy of 'Quotation Sheet' completed and enclosed	Enclosed YES

2.	Technical Information	chnical Information		
2.1	Please enclose a sample of a Service Report	Enclosed YES		
2.2	Please enclose a sample of a Breakdown Report	Enclosed YES		
2.3	Please enclose a sample of a supplementary SAFed Testing test of in- service lift report	Enclosed YES		

3.	Qualifications		
3.1	Please confirm the experience details for <b>each</b> of your staff (including any subcontractors) who would be involved in the contract if you were successful. e.g. NVQ 2 in service installation, NVQ 3 in service installation, NVQ 4 lift adjuster/tester, working at height training, H&S awareness training, CRB check, can show relevant experience and competence in all tasks required.		
	Service Director –	1	
	Service Admin Manager –	*	

	¥:
Service Contract Administrator –	
Service Contract Administrator –	ž.
Service Contract Administrator -	
Technician :	

rers	onal Information
	Service Engineer:
	Service Engineer:

4.	Generic Risk Assessment		
4.1	The Contractor shall carry out a detailed and recorded "Risk Assessment" for the works and submit <b>two copies</b> with the completed tender documents.	Enclosed YES	
	N.B. Please refer to section 1.9 of the 'Specification' document for more information.		

This risk assessment is relevant to activities undertaken by Lift & Engineering Services during scheduled lift maintenance.

All engineers are to wear uniform and safety shoes at all time, as well as maintaining good levels of hygiene. Loose clothing and jewellery are not to be worn on site. Report any defects.

Area of works	Task	Associated Hazard	Control Measure
Machine room		Tripping, reduced headroom clearance	Reduce hazards by elimination if possible or by clear warning.
Machine room	Visual check of control panel/ invertor.	Contact with "live" equipment	Working in accordance with Electrical Safety Code and LEIA Site Safety Handbook. Use of rubber mat and isolation of live equipment, when required.
	Visual check of overspeed governor	Entanglement with moving machinery.	Position self safely when carrying out checks on moving equipment. Remove guards only when absolutely necessary and replace immediately after completion of task Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up.
	Check governor rope for wear.	Entanglement with moving machinery.	Position self safely when carrying out checks on moving equipment. Remove guards only when absolutely necessary and replace immediately after completion of task Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up.
	Check brake operation and brake pads for wear. Carry out minor adjustments if req'd.	Entanglement with moving machinery. Inhalation of dust.	Position self safely when carrying out checks on moving equipment. Remove guards only when absolutely necessary and replace immediately after completion of task Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up. Wearing of suitable respiratory equipment.

Task	Associated Hazard	Control Measure
Check H&S notices are in place.	No significant hazard	
Check to ensure guards/ handrails are fitted and in good order (if applicable).	Entanglement. Falls from height	Where possible, carry out checks at floor level.  Position self safely when carrying out checks on moving equipment. Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up.
Visual check hydraulic system/ pump motor.	Possible contact with hydraulic fluids.	Take precautions with hydraulic fluids as detailed in appropriate material's COSHH data sheet.
Visual check of pressure switches/ valves and blocks for leaks/ obvious signs of damage.	Possible contact with hydraulic fluids.	Take precautions with hydraulic fluids as detailed in appropriate material's COSHH data sheet.
Visual check of oil levels. Top up as required.	Contact with hydraulic fluids.	Take precautions with hydraulic fluids as detailed in appropriate material's COSHH data sheet.
Check and ensure correct operation of lowering device/ hand pump.	Damage to sensors leading to pressure leaks.	Adequate training and caution.
Visual check of piping, hoses and all connections for leaks and damage.	Possible contact with hydraulic fluids.	Take precautions with hydraulic fluids as detailed in appropriate material's COSHH data sheet.
	Check to ensure guards/ handrails are fitted and in good order (if applicable).  Visual check hydraulic system/ pump motor.  Visual check of pressure switches/ valves and blocks for leaks/ obvious signs of damage.  Visual check of oil levels. Top up as required.  Check and ensure correct operation of lowering device/ hand pump.	Check H&S notices are in place.  Check to ensure guards/ handrails are fitted and in good order (if applicable).  Entanglement. Falls from height  Entanglement. Falls from height  Possible contact with hydraulic fluids.  Visual check of pressure switches/ valves and blocks for leaks/ obvious signs of damage.  Visual check of oil levels. Top up as required.  Contact with hydraulic fluids.  Check and ensure correct operation of lowering device/ hand pump.  Damage to sensors leading to pressure leaks.  Visual check of piping, hoses and all connections  Possible contact with hydraulic fluids.

Area of works	Task	Associated Hazard	Control Measure
Machine room cont	Check emergency handwinding/ lowering operates.	No significant hazards.	Machine should be isolated before carrying out checks.
Lift car	Check car doors/gates for damage and correct operation. Lubricate if required.	Electric shock. Trapping of fingers. Contact with lubricants.	Isolate prior to working on equipment. Take up position clear of moving parts. Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet.
	Check operation, and adjust where required, car gate switch(es).	Electric shock. Trapping of fingers. Contact with lubricants.	Isolate prior to working on equipment. Take up position clear of moving parts. Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet. Keep fingers clear of moving parts.
	Visual check of safety gear switch.	Entrapment under lift. Slips, trips and falls	Operate pit stop switches/ isolate machine. Use access ladder, position pit props as XXX. Clear up spent lubricants in pit area.
	Visually check and adjust where necessary safety edges, memco or photo cells. Lubricate where required.	Contact with lubricants.	Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet.
	Visually check trap door switch/ coffin extension for operation and damage.	Slips, trips and falls	Ensure lift is isolated or on test control. Safety barriers/ guard rails in place if required.
	Check operation of skate, r ramp or solenoid. Lubricate where required.	Contact with lubricants. Electric shock. Trapping of fingers	Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet. Kepp fingers clear of moving parts.

Area of works	Task	Associated Hazard	Control Measure
Lift car cont	Check operation of alarm system, auto dialler/ Wincrest.	Alarm/ distress of persons.	Ensure client's representative is aware of test.
	Check operation of telephone.	No significant hazard	
	Visually check and replace if required car indicators /lamps.	Electric shock. Working at height.	Ensure lift is isolated and correct access ladder or platform is used.
	Visually check car interior and emergency lighting.	No significant hazard	
	Visually check for damage and wear car floor, skirtings, kick strip.	Waste material/sharps.	Use tools to check floor areas. Report and DO NOT TOUCH any needles if found.
Landings		Obstruction to users	Prohibit passenger use of lift during operations.
	Check operation of locks and adjust and lubricate as required.	Contact with lubricants.] Electric shock. Trapping of fingers.	Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet. Isolate lift.  Keep fingers clear of moving parts.
	Check operation of doors/ gates for wear and damage and lubricate and adjust as required.	Waste material/sharps in tracks and cills. Contact with lubricants.	Use tools to clean cills and tracks, Report and DO NOT TOUCH any needles if found. Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet.
	Check for correct operation of lock release mechanisms. Adjust and lubricate as required.	Contact with lubricants.	Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet.

Area of works	Task	Associated Hazard	Control Measure
Landings cont	Visually check vision panels for damage.	No significant hazards.	Isolate lift if vision panel is missing (to prevent others from being hurt.
	Check door shoes for damage/ wear.	Trapping of fingers. Debris/ sharps in tracks	Keep fingers clear of moving parts. Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up.
	Check centre kick pates(if fitted) for damage.	Trapping of fingers. Debris/ sharps in tracks	Keep fingers clear of moving parts. Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up. Use tools and not hands to clear out tracks. Do not touch sharps.
	Check operation of Fireman's control switch (as and when it is safe to do so).	No significant hazards if switch is an reasonable height. If not, do not check.	Notify customer of check before proceeding.
Lift well		Waste material/sharps on car top. Obstruction to users	Caution and good lighting required when accessing car top. Report and DO NOT TOUCH any sharps if found. Prohibit passenger use of lift during operations.
	Check rope terminations and retighten as required.	Possible access hazards. Cuts/ splinters to hands.	Assess access risk and put any control measures in place before commencing works. Wear suitable protective gloves. Isolate machinery.
	Visually check tape head unit, tape or encoder's condition and report.	Contact with moving parts.	Take up position clear of moving parts when travelling in shaft.
	Check to ensure H&S requirements, guards, handrails, etc are fitted and in good order.	Falls from height	Where possible, carry out checks at lowest floor level.
	Visually check floor levels.	No significant hazards.	

Area of works	Task	Associated Hazard	Control Measure
Lift well cont	Carry out general housekeeping duties.	Inhalation of dust. Waste material/sharps	Caution and good lighting required when carrying out duties. Report and DO NOT TOUCH any sharps if found. Use of tools not hands to carry out housekeeping duties. Wearing of suitable respiratory equipment.
Site Access- machine room, shaft & pit	Report any problems with general site access.	No significant hazards unless problems are encountered.	
	Report any problems with motor room access.	No significant hazards unless problems are encountered.	
	Report any problems with machine or plant room condition.	No significant hazards unless problems are encountered.	
	Report any problems with ladder, stairs to motor or plinth.	No significant hazards unless problems are encountered.	
	Report if machine room is not lockable or danger notice is missing/ damaged. Report any hazardous access issues.	No significant hazards unless problems are encountered.	
	Ensure log book is present and up to date.	No significant hazards.	

## **Site Safety Assesment**

Unit Contract No Route Route 04 Ref 4/33742 Site

MACHINE ROOM - ACCESS		LIFT CAR Is the car Interior In good order	N/A
		Is the car lighting sufficient and correctly operational	
			N/A N/A
s there adequate lighting inc emergency lighting for safe access s the door/ trapdoor functioning correctly and is working lock filte			
	- 11	is there an overload device filled and working	N/A N/A
		CALL OF STATE OF THE STATE OF T	
		is an 24hr communication system fitted and working	N/A
Are handralls and guardralls suitable and fixed correctly/securely			N/A
f access ladders are fitted, do they comply to BS5395:2000		Is there a toe guard on the car platform	N/A
		Is there a lift car load plate filted	Action
		Goods lifts only - "No passgengers" sign fitted	N/A
		Are the car door gaps within the 6mm tolerances	N/A
MACURIE DOOM		Are the car door shoes ok and centre kick plates fitted	N/A
MACHINE ROOM s the lighting in the machine room sufficient (200 LUX)	OK		
s sufficient emergency lighting fitted by gear, controller and acce		LIET MELL	
s the light switch accessible		Is the enclosure continuous floor to ceiling	OK
s the floor clear of slipping & tripping hazards (holes) s the main power switch lockable		Is the well equiped with landing cill ramping, cill to header gu	
		Is adequate shaft lighting fitted and Installed	Action
A CONTRACTOR OF THE PROPERTY O		Are sultable entrance barriers available for use	Action
		is there a counterweight screen/ guard fitted	Action
		is there a counterweight screen fitted at mid-point	Action
		Are spring door closers filted	N/A
		Are release escution/ equipment fitted and in good order	N/A
		Are the landing door gaps within the 6mm tolerances	Ok
Is there adequate space around the controller (1m) for live works			
		is there a suitable guard fitted to the shaft divertor wheel	Action
AND A STATE OF THE PROPERTY OF	N 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Is there a B/W Divertor Wheel Guard fitted	Action
AND A SERVICE TO LIKE THE PROPERTY OF THE PROP	- AAC 173	Are suitable shaft division screens fitted	Action
Is there a suitable sheave guard fitted	APT 5.3	Is there a coffin extension vold	NIA
Is there a suitable floor selector guard fitted	-	Is there a sling extension platform fitted or required	NIA
Is there a sultable hand winding wheel guard fitted	N/A		
Are all moving parts free and painted yellow	N/A		
Is there a suitable idle rope pulley guard fitted	N/A	LIFT PIT	
Are there sultable rope hole guards fitted	N/A		Action
Are brush guards for motor generator set/ holst motor fitted	T-5-W T-81	Are there sufficient hand holds for safe acccess	Action
Are all exposed conductors insulated correctly	N/A	Adequate pit "Push to Stop" switches, clearly marked and w	orking\//
Is earther bonding present and correct signage in place	N/A	Pit switch(es) correct positioning to BS7255	N/A
Are there "live" notices on the controller (inc pictogram)	N/A	Is there a C.W.T pit screen sreen fitted 2.5m high	Action
Is there an "Electric Shock" notice on display	N/A	Is the floor construction sound	Ol
Is there a legible hand-winding/ hand-lowering notice on display	N/A	Is the pit clear of water and oil	O
is there a suitable rubber mat in front (and rear if) of controller	N/A	Is the pit clear of (sharps), needles or hazardous waste	Ol
Is there a suitable fire extinguisher provided (for electrical fires)A	ction		
is the fire extinguisher fitted correctly, charged and valid.	N/A		
is there an suitable emergency stop switch installed by the gear	N/A	GENERAL	
is there a suitable handlowering device/ handle available	OK	is there a completed risk assessment on site	Actio
		Is there a asbestos register on site	Actio
LIFT CAR -TOP		Are there rope and LG Inspection Reports on site	Actio
	ction		
	ction		
If 300mm + vold exists- is a suitable car top handrall fitted	N/A		
	clion		
	ction		
Does the car top control unit comply with BS7255 or EN81	N/A		
Is the emergency stop switch accessable from the landing	N/A		
	ction		
Is there a safety gear filted and functional	N/A		-
Is there a safety rupture valve (hyd) installed	N/A		
	Action		
Is there a car top LADs unit filted	NIA		
is there a suitable door motor pulley guard fitted	N/A		
is more a suitable door motor pulley guard litted	NIF		

Do not answer yes or no, only indicate hazards by circling the questions above, enter N/A to items not applicable

This risk assessment is relevant to activities undertaken by Lift & Engineering Services during scheduled lift maintenance.

All engineers are to wear uniform and safety shoes at all time, as well as maintaining good levels of hygiene. Loose clothing and jewellery are not to be worn on site. Report any defects.

Area of works	Task	Associated Hazard	Control Measure
Machine room		Tripping, reduced headroom clearance	Reduce hazards by elimination if possible or by clear warning.
Machine room	Visual check of control panel/ invertor.	Contact with "live" equipment	Working in accordance with Electrical Safety Code and LEIA Site Safety Handbook. Use of rubber mat and isolation of live equipment, when required
	Visual check of overspeed governor	Entanglement with moving machinery.	Position self safely when carrying out checks on moving equipment. Remove guards only when absolutely necessary and replace immediately after completion of task Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up.
	Check governor rope for wear.	Entanglement with moving machinery.	Position self safely when carrying out checks on moving equipment. Remove guards only when absolutely necessary and replace immediately after completion of task Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up.
	Check brake operation and brake pads for wear. Carry out minor adjustments if req'd.	Entanglement with moving machinery. Inhalation of dust.	Position self safely when carrying out checks on moving equipment. Remove guards only when absolutely necessary and replace immediately after completion of task. Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up. Wearing of suitable respiratory equipment.

#### Lift & Engineering Services Ltd

Task	Associated Hazard	Control Measure
Check H&S notices are in place.	No significant hazard	
Check to ensure guards/ handrails are fitted and in good order (if applicable).	Entanglement. Falls from height	Where possible, carry out checks at floor level. Position self safely when carrying out checks on moving equipment. Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up.
Visual check hydraulic system/ pump motor.	Possible contact with hydraulic fluids.	Take precautions with hydraulic fluids as detailed in appropriate material's COSHH data sheet.
Visual check of pressure switches/ valves and blocks for leaks/ obvious signs of damage.	Possible contact with hydraulic fluids.	Take precautions with hydraulic fluids as detailed in appropriate material's COSHH data sheet.
Visual check of oil levels. Top up as required.	Contact with hydraulic fluids.	Take precautions with hydraulic fluids as detailed in appropriate material's COSHH data sheet.
Check and ensure correct operation of lowering device/ hand pump.	Damage to sensors leading to pressure leaks.	Adequate training and caution.
Visual check of piping, hoses and all connections for leaks and damage.	Possible contact with hydraulic fluids.	Take precautions with hydraulic fluids as detailed in appropriate material's COSHH data sheet.
	Check to ensure guards/ handrails are fitted and in good order (if applicable).  Visual check hydraulic system/ pump motor.  Visual check of pressure switches/ valves and blocks for leaks/ obvious signs of damage.  Visual check of oil levels. Top up as required.  Check and ensure correct operation of lowering device/ hand pump.	Check H&S notices are in place.  Check to ensure guards/ handrails are fitted and in good order (if applicable).  Entanglement. Falls from height  Check to ensure guards/ handrails are fitted and in good order (if applicable).  Visual check hydraulic system/ pump motor.  Possible contact with hydraulic fluids.  Visual check of pressure switches/ valves and blocks for leaks/ obvious signs of damage.  Visual check of oil levels. Top up as required.  Contact with hydraulic fluids.  Check and ensure correct operation of lowering device/ hand pump.  Damage to sensors leading to pressure leaks.  Visual check of piping, hoses and all connections  Possible contact with hydraulic fluids.

Area of works	Task	Associated Hazard	Control Measure
Machine room cont	Check emergency handwinding/ lowering operates.	No significant hazards.	Machine should be isolated before carrying out checks.
Lift car	Check car doors/gates for damage and correct operation. Lubricate if required.	Electric shock. Trapping of fingers. Contact with lubricants.	Isolate prior to working on equipment. Take up position clear of moving parts. Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet.
	Check operation, and adjust where required, car gate switch(es).	Electric shock. Trapping of fingers. Contact with lubricants.	Isolate prior to working on equipment. Take up position clear of moving parts. Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet. Keep fingers clear of moving parts.
	Visual check of safety gear switch.	Entrapment under lift. Slips, trips and falls	Operate pit stop switches/ isolate machine. Use access ladder, position pit props as XXX. Clear up spent lubricants in pit area.
	Visually check and adjust where necessary safety edges, memco or photo cells. Lubricate where required.	Contact with lubricants.	Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet.
	Visually check trap door switch/ coffin extension for operation and damage.	Slips, trips and falls	Ensure lift is isolated or on test control.  Safety barriers/ guard rails in place if required.
	Check operation of skate, r ramp or solenoid. Lubricate where required.	Contact with lubricants. Electric shock. Trapping of fingers	Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet. Kepp fingers clear of moving parts.

Area of works	Task	Associated Hazard	Control Measure
Lift car cont	Check operation of alarm system, auto dialler/ Wincrest.	Alarm/ distress of persons.	Ensure client's representative is aware of test.
	Check operation of telephone.	No significant hazard	
	Visually check and replace if required car indicators /lamps.	Electric shock. Working at height.	Ensure lift is isolated and correct access ladder or platform is used.
	Visually check car interior and emergency lighting.	No significant hazard	
	Visually check for damage and wear car floor, skirtings, kick strip.	Waste material/sharps.	Use tools to check floor areas. Report and DO NOT TOUCH any needles if found.
Landings		Obstruction to users	Prohibit passenger use of lift during operations.
	Check operation of locks and adjust and lubricate as required.	Contact with lubricants.] Electric shock. Trapping of fingers.	Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet. Isolate lift. Keep fingers clear of moving parts.
	Check operation of doors/ gates for wear and damage and lubricate and adjust as required.	Waste material/sharps in tracks and cills. Contact with lubricants.	Use tools to clean cills and tracks, Report and DO NOT TOUCH any needles if found. Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet.
	Check for correct operation of lock release mechanisms. Adjust and lubricate as required.	Contact with lubricants.	Take precautions with lubricants as detailed in the appropriate material's COSHH data sheet.

#### Lift & Engineering Services Ltd

Area of works	Task	Associated Hazard	Control Measure
Landings cont	Visually check vision panels for damage.	No significant hazards.	Isolate lift if vision panel is missing (to prevent others from being hurt.
	Check door shoes for damage/ wear.	Trapping of fingers. Debris/ sharps in tracks	Keep fingers clear of moving parts. Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up.
	Check centre kick pates(if fitted) for damage.	Trapping of fingers. Debris/ sharps in tracks	Keep fingers clear of moving parts. Ensure clothing is suitable and correctly fastened, neck ties are removed and loose hair tied up. Use tools and not hands to clear out tracks. Do not touch sharps.
	Check operation of Fireman's control switch (as and when it is safe to do so).	No significant hazards if switch is an reasonable height. If not, do not check.	Notify customer of check before proceeding.
Lift well		Waste material/sharps on car top. Obstruction to users	Caution and good lighting required when accessing car top. Report and DO NOT TOUCH any sharps if found. Prohibit passenger use of lift during operations.
	Check rope terminations and retighten as required.	Possible access hazards. Cuts/ splinters to hands.	Assess access risk and put any control measures in place before commencing works. Wear suitable protective gloves. Isolate machinery.
	Visually check tape head unit, tape or encoder's condition and report.	Contact with moving parts.	Take up position clear of moving parts when travelling in shaft.
	Check to ensure H&S requirements, guards, handrails, etc are fitted and in good order.	Falls from height	Where possible, carry out checks at lowest floor level.
	Visually check floor levels.	No significant hazards.	

Area of works	Task	Associated Hazard	Control Measure
Lift well cont	Carry out general housekeeping duties.	Inhalation of dust. Waste material/sharps	Caution and good lighting required when carrying out duties. Report and DO NOT TOUCH any sharps if found. Use of tools not hands to carry out housekeeping duties. Wearing of suitable respiratory equipment.
Site Access- machine room, shaft & pit	Report any problems with general site access.	No significant hazards unless problems are encountered.	
	Report any problems with motor room access.	No significant hazards unless problems are encountered.	
	Report any problems with machine or plant room condition.	No significant hazards unless problems are encountered.	
	Report any problems with ladder, stairs to motor or plinth.	No significant hazards unless problems are encountered.	
	Report if machine room is not lockable or danger notice is missing/ damaged. Report any hazardous access issues.	No significant hazards unless problems are encountered.	
	Ensure log book is present and up to date.	No significant hazards.	

## **Site Safety Assesment**

Unit Contract No Route Route 04 Ref 4/33742

		LIFT CAR	
IACHINE ROOM - ACCESS		Is the car interior in good order	N/A
the access route to the machine room safe		Is the car lighting sufficient and correctly operational	N/A
there adequate lighting inc emergency lighting for safe access		Is there sufficient and working emergency lighting	N/A
the door/ trapdoor functioning correctly and is working lock fitte			N/A
the appropriate signage fitted (inc pictogram) and legible		Is there an overload device filted and working	N/A
a trapdoor is fitted, is it load tested and counterbalanced		Is an 24hr communication system fitted and working	N/A
re handralls and guardralls suitable and fixed correctly/securely			N/A
access ladders are fitted, do they comply to BS5395:2000		is there a toe guard on the car platform	N/A
access ladders are liked, do they comply to books, 2000		Is there a lift car load plate fitted	Action
No. of the last of		Goods lifts only - "No passgengers" sign fitted	N/A
		Are the car door gaps within the 6mm tolerances	N/A
		Are the car door shoes ok and centre kick plates fitted	N/A
AACUINE DOOM		Are the car door shoes on and centre rick plates litted	IN/A
MACHINE ROOM	ОК	independent of the second	
s the lighting in the machine room sufficient (200 LUX)		1 (MW (A)M) 1	
s sufficient emergency lighting fitted by gear, controller and account			614
s the light switch accessible		Is the enclosure continuous floor to celling	OK
s the floor clear of slipping & tripping hazards (holes)		is the well equiped with landing cill ramping, cill to header gu	
s the main power switch lockable		Is adequate shaft lighting fitted and installed	Action
s the main power supply clearly marked		Are sullable entrance barriers available for use	Action
s the main power switch lockable	and the same of	Is there a counterweight screen/ guard fitted	Action
s there a trap door and is it of a sound construction		is there a counterweight screen fitted at mid-point	Action
s the trap door load marked with a S.W.L.		Are spring door closers fitted	N/A
s/ are there lifting beam(s) Installed		Are release escution/ equipment fitted and in good order	N/A
s the S.W.L. marked on the beams or eyes and certification		Are the landing door gaps within the 6mm tolerances	OK
s there adequate space around the controller (1m) for live work	sN/A	Is there shalt lighting beam(s) fitted and marked with a SWL	N/A
s there a suitable guard rail If plinth is greater then 500mm	N/A	Is there a suitable guard fitted to the shaft divertor wheel	Action
s there a suitable governor guard fitted	N/A	Is there a B/W Divertor Wheel Guard fitted	Action
s there a suitable divertor wheel guard fitted	N/A	Are suitable shaft division screens fitted	Action
s there a sultable sheave guard fitted	N/A	Is there a coffin extension void	N/A
s there a suitable floor selector guard fitted	40 C 41 A	Is there a sling extension platform fitted or required	N/A
s there a sultable hand winding wheel guard fitted	N/A	,	
Are all moving parts free and painted yellow	N/A		
Is there a suitable Idle rope pulley guard fitted	1.00	LIFT PIT	_
Are there sultable rope hole guards fitted	N/A		Action
Are brush guards for motor generator set/ hoist motor fitted	and the second second	Are there sufficient hand holds for safe access	Action
Are all exposed conductors insulated correctly		Adequate pit "Push to Stop" switches, clearly marked and we	
Is earther bonding present and correct signage in place		Pit switch(es) correct positioning to BS7255	N/A
Are there "live" notices on the controller (inc pictogram)		Is there a C.W.T pit screen sreen fitted 2.5m high	Action
Is there an "Electric Shock" notice on display		is the floor construction sound	Ol
Is there a legible hand-winding/hand-lowering notice on display	200	Is the pit clear of water and oil	Ol
Is there a sultable rubber mat in front (and rear if) of controller	N/A		Ol
is there a suitable fire extinguisher provided (for electrical fires)			. OI
Is the fire extinguisher fitted correctly, charged and valid.	N/A		- 57
is the fire extinguisher fitted correctly, charged and valid.  Is there an sultable emergency stop switch installed by the gea		GENERAL	
		The state of the s	ALI
is there a suitable handlowering device/ handle available	UK	Is there a completed risk assessment on site Is there a asbestos register on site	Actio
LIET CAR TOR	+ 200		Actio
LIFT CAR -TOP	Action	Are there rope and LG Inspection Reports on sile	Actio
THE THE PERSON NAMED IN THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED IN THE PERSON	Action		
	Action		
If 300mm + vold exists- is a suitable car top handrall fitted	N/A		
	Action		
The Market Control of the Control of	Action		
Does the car top control unit comply with BS7255 or EN81	N/A		
Is the emergency stop switch accessable from the landing	N//		
Is there a suitable pulley guard fitted	Action		
Is there a safety gear fitted and functional	N//		1111
Is there a safety rupture valve (hyd) installed	N/A	A	
	Actio	n)	
Is there a car top LADs unit fitted	N/A	A	

Do not answer yes or no, only indicate hazards by circling the questions above, enter N/A to items not applicable

5.	Method Statement	
5.1	Contractors are reminded that for certain hazardous operations, they will have to prepare a method statement for the work. It is anticipated that such statements will include, where applicable, 'the sequence and method of work'. You should submit <b>two copies</b> of your method statements with the completed tender documents.  N.B. Please refer to section 1.10 of the 'Specification' document for	Enclosed YES

## **Checklist for completed Tenders**

Section / Question No.	Documents	Tick if enclosed/complete
Answers provide	ed to ALL questions within this document	<b>V</b>
4 Certificates in	Section A1 to A4 signed and completed in full	
Section B / 1.1	Copy of completed Quotation Sheet	1
Section B / 2.1	Sample copy of a Service Report	<b>V</b>
Section B / 2.2	Sample copy of a Breakdown Report	1
Section B / 2.3	Sample copy a supplementary SAFed Testing test of in-service lift report	<b>✓</b>
Section B / 4.1	2 Copies of your completed Risk Assessment	1
Section E / 5.1	2 Copies of your completed Method Statements	1
One hard co	opy and one CD copy of this questionnaire enclosed	1

Please return copies of the completed Tender using the return label provided by the deadline of 12 noon on 28 January 2011.

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

#### METHOD STATEMENTS FOR A SERVICE ACTIVITIES - A Précis

Lift & Engineering Services Limited have developed, incorporating best practise gained from our extensive experience within the lift industry and knowledge gained from our representation on the Lift and Escalator Industry Association (LEIA) Health, Safety and Environmental Committee, a series of comprehensive risk assessments and method statements for all activities carried out by our established service team.

We have included a copy of the index to the Service General Risk Assessments, utilised by all of our service engineers, along with a copy of the generic method statement and risk assessment for an "A" type Service visit, as a sample of our operational method statement and risk assessment for lift serving works. Full risk assessment and method statement packs, which also include generic risk assessment for specific task such as working in a lift pit, will be provided or can be viewed on request.

In addition of these generic risk assessments during the initial service visit, completed in association with the service supervisor, a site specific risk assessments and our five point safety checks are carried out. A sample site safety assessment has been included

Routine maintenance examinations will be carried out on a planned basis, by prior appointment where necessary with site. Whilst on site all safety systems will be checked in accordance with the contract requirements and our own standards of planned and preventative lift maintenance.

## **Service General Risk Assessments**



Contents	rayes
Instructions for use GR/A0013	3
General Site Issues GR/A0010	2
General Safety of Lifts / Lift Users GR/A0004	3
General Safety of Stairlifts/ Stairlift Users GR/A0009	2
General Safety of Through Floor Lifts/ Through Floor Lift Users GR/	A0001 2
Working in the Machine Room GR/A0012	3
Working on Top of a Lift Car GR/A0008	3
Working in the Lift Pit GR/A0007	3
Working at the Lift Landing GR/A0003	2
Generic Risk Assessment – A service visit	2
Generic Risk Assessment – B service visit	4
Generic Risk Assessment – C service visit	8
Generic Risk Assessment – Through Floor Lift Service/ Call Out Vis GR/A0002	sit 1
Generic Risk Assessment – Stairlift Service/ Call Out Visit GR/A00	11 1
Removal of Contaminated waste and oils from site	1
Transporting and storing materials	1
Manual Handling	1

26/05/2010 R/A0010















## CONTENTS

Index	Item
1	The worksite
2	Personnel
3	Plant & Equipment
4	Materials
5	First Aid & Emergency Procedures
6	Welfare
7	Fire Precautions
8	Health & Safety Notices
9	Securing Site – Preventing Access to The Lift Shaft by unauthorized Persons
10	Method of works

#### DESCRIPTION OF WORK TO BE CARRIED OUT:

An "A" type service visit.

Work Area:

Machine room, landings, and lift shaft of lift.

#### 1 The Worksite

- 1.1 The lifts work areas shall be the lift shaft and motor room.
- 1.2 The safe access for personnel, tools, plant, redundant materials will be at rear of the building.

#### 2 Personnel

- 2.4 The lift engineers involved are fully trained/ competent lift engineers with an experience of lift installation and removal and who are familiar with the necessary safety precautions to be taken during such works.
- 2.5 Contact number for all personnel is

24 hours a day

#### 3 Plant & Equipment

- 3.1 All PPE is issued to Lift & Engineering Services Ltd personnel and recorded.
- 3.2 Personnel must report any loss or defects immediately to their Supervisor who will then record and re-issue.

#### 4 Materials

- 4.1 Protective barriers in front of lift shaft openings by the client.
- 4.2 Lubricant and cleaning materials.

#### 5 First Aid & Emergency Procedures

- 5.1 Operatives to be positioned outside building when necessary for emergencies, or as requested by client during signing into the building (if required).
- 5.2 All accidents to be reported directly to the Supervisor.

Rev: 11/10

- 5.3 The Site Supervisor shall complete a Company Accident Report Form and report ALL incidents affecting Company employees to L.E.S.'s Health & Safety Officer.
- 5.4 The completed Report will be removed from site by L.E.S.'s Health & Safety Officer and stored in a lockable cabinet (in accordance with new Accident Book procedures and to comply with the Data Protection Act).
- 5.5 First aid kit is to be kept in the engineer's vehicle.

#### 6 Welfare

- 6.1 Canteen facilities are not available for LES operatives onsite. LES Operatives will have to make there own arrangements. No food is to be consumed on site.
- 6.2 Toilet facilities operatives to make their own arrangements.
- 6.3 No radios are to be used on site

#### 7 Fire Precautions

7.1 All personnel are to ensure they are aware of the location of their nearest emergency exit route at all times.

#### 8 Health and Safety Notices

- 8.1 An "Out order" notice will be displayed on the lift if it is to be taken out of service during any time.
- 8.2 The sign(s) to be fitted will usually be determined by the text & illustrations of current legislation.
- 9 Securing Site Preventing Access To The Lift Shaft By Unauthorised Persons
  - Whilst work is to be undertaken to the shaft /landing entrances the following safeguards must be observed to avoid unauthorised persons.
- 9.1 Ensure that access to the motor room is secured at all times, even when working inside, to prevent others from straying into the working area.

- 9.2 Ensure trap doors are secured and kept closed and that access to the roof is never left open.
- 9.3 When working on landings, use portable barrier (provided by client) around work area and any open landing doors.
- 9.4 Landing doors never to be left open or left unguarded.
- 9.5 Never leave anyone other than an authorised L.E.S. employee in charge or an open landing door or motor room door.

#### 10 Method of works

ORDER OF WORKS MAY BE GENERALLY IN LINE WITH THIS METHOD STATEMENT BUT SITE CONDITIONS MAY DETERMINE SEQUENCE OF WORKING TO GIVE ENGINEERS A CONTINUITY OF WORK.

#### THESE PROCEDURES ARE TO BE CARRIED OUT BY TRAINED PERSONNEL ONLY.

#### Machine room:

- 10.1 Visual check of control panel/ invertor.
- 10.2 Visual check of overspeed governor
- 10.3 Check governor rope for wear.
- 10.4 Check brake operation and brake pads for wear. Carry out minor adjustments if req'd.
- 10.5 Check H&S notices are in place.
- 10.6 Check to ensure guards/ handrails are fitted and in good order (if applicable).
- 10.7 Visual check hydraulic system/ pump motor.
- 10.8 Visual check of pressure switches/ valves and blocks for leaks/ obvious signs of damage.
- 10.9 Visual check of oil levels. Top up as required.
- 10.10 Check and ensure correct operation of lowering device/ hand pump.
- 10.11 Visual check of piping, hoses and all connections for leaks and damage.
- 10.12 Check emergency handwinding/lowering operates.

#### Lift Car:

- 10.13 Check car doors/gates for damage and correct operation. Lubricate if required.
- 10.14 Check operation, and adjust where required, car gate switch(es).
- 10.15 Visual check of safety gear switch.
- 10.16 Visually check and adjust where necessary safety edges, memco or photo cells. Lubricate where required.
- 10.17 Visually check trap door switch/ coffin extension for operation and damage.
- 10.18 Check operation of skate, r ramp or solenoid. Lubricate where required.
- 10.19 Check operation of alarm system, auto dialler/ Wincrest.
- 10.20 Check operation of telephone.
- 10.21 Visually check and replace if required car indicators.
- 10.22 Visually check car interior and emergency lighting.
- 10.23 Visually check for damage and wear car floor, skirtings, kick strip.

#### Landings:

- 10.24 Check operation of locks and adjust and lubricate as required.
- 10.25 Check operation of doors/ gates for wear and damage and lubricate and adjust as required.
- 10.26 Check for correct operation of lock release mechanisms. Adjust and lubricate as required.
- 10.27 Visually check vision panels for damage.
- 10.28 Check shoes for damage/ wear.
- 10.29 Check centre kick pates(if fitted) for damage.
- 10.30 Check operation of Fireman's control switch (as and when it is safe to do so).

#### Lift well:

- 10.31 Check rope terminations and retighten as required.
- 10.32 Visually check tape head unit, tape or encoder's condition and report.
- 10.33 Check to ensure H&S requirements, guards, handrails, etc are fitted and in good order.
- 10.34 Visually check floor levels.

Rev: 11/10

10.35 Carry out general housekeeping duties.

#### Site Access:

- 10.36 Report any problems with general site access.
- 10.37 Report any problems with motor room access.
- 10.38 Report any problems with machine or plant room condition.
- 10.39 Report any problems with ladder, stairs to motor or plinth.
- 10.40 Report if machine room is not lockable or danger notice is missing/ damaged.
- 10.41 Report any hazardous access issues.
- 10.42 Ensure log book is present and up to date.

6/6

#### METHOD STATEMENTS FOR A SERVICE ACTIVITIES - A Précis

Lift & Engineering Services Limited have developed, incorporating best practise gained from our extensive experience within the lift industry and knowledge gained from our representation on the Lift and Escalator Industry Association (LEIA) Health, Safety and Environmental Committee, a series of comprehensive risk assessments and method statements for all activities carried out by our established service team.

We have included a copy of the index to the Service General Risk Assessments, utilised by all of our service engineers, along with a copy of the generic method statement and risk assessment for an "A" type Service visit, as a sample of our operational method statement and risk assessment for lift serving works. Full risk assessment and method statement packs, which also include generic risk assessment for specific task such as working in a lift pit, will be provided or can be viewed on request.

In addition of these generic risk assessments during the initial service visit, completed in association with the service supervisor, a site specific risk assessments and our five point safety checks are carried out. A sample site safety assessment has been included

Routine maintenance examinations will be carried out on a planned basis, by prior appointment where necessary with site. Whilst on site all safety systems will be checked in accordance with the contract requirements and our own standards of planned and preventative lift maintenance.

Copyrighted Material - Lift & Engineering Services Ltd

### Service General Risk Assessments



Contents	rages
Instructions for use GR/A0013	3
General Site Issues GR/A0010	2
General Safety of Lifts / Lift Users GR/A0004	3
General Safety of Stairlifts/ Stairlift Users GR/A0009	2
General Safety of Through Floor Lifts/ Through Floor Lift Users G	R/A0001 2
Working in the Machine Room GR/A0012	3
Working on Top of a Lift Car GR/A0008	3
Working in the Lift Pit GR/A0007	3
Working at the Lift Landing GR/A0003	2
Generic Risk Assessment – A service visit	2
Generic Risk Assessment – B service visit	4
Generic Risk Assessment - C service visit	8
Generic Risk Assessment – Through Floor Lift Service/ Call Out \ GR/A0002	√isit 1
Generic Risk Assessment – Stairlift Service/ Call Out Visit GR/A0	011 1
Removal of Contaminated waste and oils from site	1
Transporting and storing materials	1
Manual Handling	1

26/05/2010 R/A0010















#### CONTENTS

Index	Item				
1	The worksite				
2	Personnel				
3	Plant & Equipment				
4	Materials				
5	First Aid & Emergency Procedures				
6	Welfare				
7	Fire Precautions				
8	Health & Safety Notices				
9	Securing Site – Preventing Access to The Lift Shaft by unauthorized Persons				
10	Method of works				

#### DESCRIPTION OF WORK TO BE CARRIED OUT:

An "A" type service visit.

Work Area:

Machine room, landings, and lift shaft of lift.

#### 1 The Worksite

- 1.1 The lifts work areas shall be the lift shaft and motor room.
- 1.2 The safe access for personnel, tools, plant, redundant materials will be at rear of the building.

#### 2 Personnel

- 2.4 The lift engineers involved are fully trained/ competent lift engineers with an experience of lift installation and removal and who are familiar with the necessary safety precautions to be taken during such works.
- 2.5 Contact number for all personnel is

24 hours a day

#### 3 Plant & Equipment

- 3.1 All PPE is issued to Lift & Engineering Services Ltd personnel and recorded.
- 3.2 Personnel must report any loss or defects immediately to their Supervisor who will then record and re-issue.

#### 4 Materials

- 4.1 Protective barriers in front of lift shaft openings by the client.
- 4.2 Lubricant and cleaning materials.

#### 5 First Aid & Emergency Procedures

- 5.1 Operatives to be positioned outside building when necessary for emergencies, or as requested by client during signing into the building (if required).
- 5.2 All accidents to be reported directly to the Supervisor.

Rev: 11/10

- 5.3 The Site Supervisor shall complete a Company Accident Report Form and report ALL incidents affecting Company employees to L.E.S.'s Health & Safety Officer.
- 5.4 The completed Report will be removed from site by L.E.S.'s Health & Safety Officer and stored in a lockable cabinet (in accordance with new Accident Book procedures and to comply with the Data Protection Act).
- 5.5 First aid kit is to be kept in the engineer's vehicle.

#### 6 Welfare

- 6.1 Canteen facilities are not available for LES operatives onsite. LES Operatives will have to make there own arrangements. No food is to be consumed on site.
- 6.2 Toilet facilities operatives to make their own arrangements.
- 6.3 No radios are to be used on site

#### 7 Fire Precautions

7.1 All personnel are to ensure they are aware of the location of their nearest emergency exit route at all times.

#### 8 Health and Safety Notices

- 8.1 An "Out order" notice will be displayed on the lift if it is to be taken out of service during any time.
- 8.2 The sign(s) to be fitted will usually be determined by the text & illustrations of current legislation.
- 9 Securing Site Preventing Access To The Lift Shaft By Unauthorised Persons
  - Whilst work is to be undertaken to the shaft /landing entrances the following safeguards must be observed to avoid unauthorised persons.
- 9.1 Ensure that access to the motor room is secured at all times, even when working inside, to prevent others from straying into the working area.

Rev: 11/10 3/6

- 9.2 Ensure trap doors are secured and kept closed and that access to the roof is never left open.
- 9.3 When working on landings, use portable barrier (provided by client) around work area and any open landing doors.
- 9.4 Landing doors never to be left open or left unguarded.
- 9.5 Never leave anyone other than an authorised L.E.S. employee in charge or an open landing door or motor room door.

#### 10 Method of works

ORDER OF WORKS MAY BE GENERALLY IN LINE WITH THIS METHOD STATEMENT BUT SITE CONDITIONS MAY DETERMINE SEQUENCE OF WORKING TO GIVE ENGINEERS A CONTINUITY OF WORK.

#### THESE PROCEDURES ARE TO BE CARRIED OUT BY TRAINED PERSONNEL ONLY.

#### Machine room:

- 10.1 Visual check of control panel/ invertor.
- 10.2 Visual check of overspeed governor
- 10.3 Check governor rope for wear.
- 10.4 Check brake operation and brake pads for wear. Carry out minor adjustments if reg'd.
- 10.5 Check H&S notices are in place.
- 10.6 Check to ensure guards/ handrails are fitted and in good order (if applicable).
- 10.7 Visual check hydraulic system/ pump motor.
- 10.8 Visual check of pressure switches/ valves and blocks for leaks/ obvious signs of damage.
- 10.9 Visual check of oil levels. Top up as required.
- 10.10 Check and ensure correct operation of lowering device/ hand pump.
- 10.11 Visual check of piping, hoses and all connections for leaks and damage.
- 10.12 Check emergency handwinding/ lowering operates.

#### Lift Car:

- 10.13 Check car doors/gates for damage and correct operation. Lubricate if required.
- 10.14 Check operation, and adjust where required, car gate switch(es).
- 10.15 Visual check of safety gear switch.
- 10.16 Visually check and adjust where necessary safety edges, memco or photo cells. Lubricate where required.
- 10.17 Visually check trap door switch/ coffin extension for operation and damage.
- 10.18 Check operation of skate, r ramp or solenoid. Lubricate where required.
- 10.19 Check operation of alarm system, auto dialler/ Wincrest.
- 10.20 Check operation of telephone.
- 10.21 Visually check and replace if required car indicators.
- 10.22 Visually check car interior and emergency lighting.
- 10.23 Visually check for damage and wear car floor, skirtings, kick strip.

#### Landings:

- 10.24 Check operation of locks and adjust and lubricate as required.
- 10.25 Check operation of doors/ gates for wear and damage and lubricate and adjust as required.
- 10.26 Check for correct operation of lock release mechanisms. Adjust and lubricate as required.
- 10.27 Visually check vision panels for damage.
- 10.28 Check shoes for damage/ wear.
- 10.29 Check centre kick pates(if fitted) for damage.
- 10.30 Check operation of Fireman's control switch (as and when it is safe to do so).

#### Lift well:

- 10.31 Check rope terminations and retighten as required.
- 10.32 Visually check tape head unit, tape or encoder's condition and report.
- 10.33 Check to ensure H&S requirements, guards, handrails, etc are fitted and in good order.
- 10.34 Visually check floor levels.

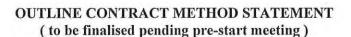
Rev: 11/10

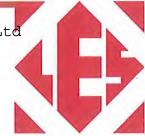
10.35 Carry out general housekeeping duties.

#### Site Access:

- 10.36 Report any problems with general site access.
- 10.37 Report any problems with motor room access.
- 10.38 Report any problems with machine or plant room condition.
- 10.39 Report any problems with ladder, stairs to motor or plinth.
- 10.40 Report if machine room is not lockable or danger notice is missing/ damaged.
- 10.41 Report any hazardous access issues.
- 10.42 Ensure log book is present and up to date.

Copyrighted Material - Lift & Engineering Services Ltd





Head Office – West Midlands 16 Portersfield Road Cradley Heath West Midlands B64 7BN

Tel: 01384 633115 Fax: 01384 633119 Email: mailbox@lift-engineering.co.uk

Lift and Engineering Services Limited are the incumbent service providers, under the contract currently being tendered, having been appointed in April 2006.

The purpose of the maintenance visit and associated investment by Shropshire Council will be to improve reliability, resulting in increased lift availability and reduced costs.

At present the contract is maintained with programmed visits at varying intervals and it is our intention to maintain the frequency of visits (Odd number months as schedule attached) and site times accordingly to maintain existing service levels.

Our service engineer's route lists are generated on geographic and logistical area of work and allocated to the engineer responsible for that area.

Each route has a dedicated engineer supported by our in-house service administration and telephone service in direct contact with all of our emergency breakdown teams.

Additional support is also available through our Specialist Repair teams, Modernisation and Refurbishment teams and approved sub-contractors.

Each known piece of equipment already has its own identification number on our LiftData system reducing the pre-start set-up, direct involvement from Shropshire Council and lead time required to continue with this contract if successful.

Our Liftdata system enables to provide accurate and up to date information relating to a units performance, number of breakdowns and works completed. Valuable information when evaluating investment or replacement costs during the term of the maintenance contract. As part of our service we also carry out a site safety assessment and enclose copies of existing records from your portfolio for perusal.

All Service, Repair and Emergency Breakdown engineers are supported by experienced supervisors on both Access Equipment and traditional Lifts. The supervisors have over 75 years combined and relevant experience between them. We also have a dedicated technician with the prime responsibility to trouble shoot "sick lifts".

Routine maintenance examinations will be carried out on a planned basis which is currently by prior appointment with the residents and tenants of the various private and council owned properties where the equipment to serviced under this contract is installed.

www.lift-engineering.co.uk

East Midlands Office – 232 Leicester Road, Markfield, Leicestershire, LE67 9RG. Tel: 01530 245000. Fax: 01530 249927

Central London Office – United House, North Road, London, N7 9DP. Tel: 0203 004 4755















Whilst on site all safety systems will be checked in accordance with the contract requirements, manufacturer's guidelines and our own standards of planned and preventative lift maintenance and we have enclosed method statements for the servicing and maintenance of both passenger carrying lifts and public access equipment.

From our experience, gained through managing this particular contract and similar contracts with neighbouring authorities, we would advise that we have allocated sufficient time to carry out a thorough service, in a planned and controlled manner, not just "pop in", wipe and clean the unit but also ask whilst on site if there are any issues with the unit. This has proven successful during the course of the existing contract helping to minimise breakdown attendances and increasing equipment reliability.

As we are already providing services to the units under this contract, we have already submitted condition and service reports which have resulted in investment where required by Shropshire Council and hope this collaboration can continue to the benefit of all stakeholders.

Following each and every service visit a written report will be completed and a computer generated Certificate of Inspection produced and issued direct to your contract manager. We have enclosed copies of these within our tender submission. We would suggest that these reports continue to be presented on completion of the visit with the appropriate invoices for processing by Shropshire Council with prearranged review meetings on a quarterly basis.

A similar process will apply for emergency breakdown attendances.

Emergency breakdown attendances will continue to be reported, via your call centre, to our Cradley Heath head office, 24 hours a day, removing any confusing regarding who to contact out of hours. Our switchboard automatically transfers calls to our manned out of hours service between the hours of 5pm and 8 am Monday to Friday and all day Saturday and Sunday (Bank Holidays included).

At present we obtain the identity of the caller, location and situation in relation to lift use along with Shropshire Council's official job reference number.

We can then identify the service route for this particular site and contact the relevant engineer to attend the emergency call-out depending on the level of urgency, eg trapping, and location of the engineers.

Lift trappings take priority with a target response time, mitigated by local events, of around 30 minutes to one hour depending on mitigating circumstances (eg traffic etc;). Trappings with domestic lifting equipment range from users stuck mid-way in travel, in a room whereby they are unable to use facilities or access food and drink.

All engineers are required to update the office answering service on their location regularly to facilitate a speedy and efficient response to lift breakdowns. We also operate a "NavMan" system which encompasses a vehicle tracker enabling us to locate the nearest available engineer for trappings.

During out of hour and weekend periods our manned telephone answering service receive and process calls to our on call engineers and duty supervisors as required. Emails are sent to our administration team to enable calls to be logged and action plans instigated where required, Senior Managers and Directors out of ours confirming details of calls received and action taken. This ensures we have almost real time management of your contract whilst the office is closed.



Emergency call out engineers operate on a rota basis during weekend periods and we employee a dedicated breakdown team for evening calls.

At least one supervisor is on standby and all directors are available on mobile phones out of hours. Senior Managers and Directors of the company also have access to email facilities via iPhones to ensure equipment and access issues are identified and dealt with appropriately and in a timely manner.

Lift and Engineering Services Ltd operate a digital pen system interlinked to our LiftData system that enables engineer reports to be sent via email immediately the engineer has completed his tasks and returned the lift to service.

This pen system also enables a written description of any further works required in the event a lift cannot be returned to service. This system can be updated to include an email address of your responsible person or contract manager. We enclose information on this for your perusal.

All field operations will be supported by our administration team located in Cradley Heath. The team is supported by the Service Office Administration Manager. The Shropshire Council contract, if retained, will continue to be run in tandem with the passenger lift contract and will be managed on a daily basis by a Contract Manager ( Trudy Gardiner ) who will be supported by the admin team and the Service Department Manager.

All of our major contracts are allocated to "Contract Managers" who oversee the operation of the service provided.

Any problems or issues, whether field or admin orientated, are escalated through the various and appropriate channels for advice and direction on the required course of action.

In most cases our experienced field, admin and support personnel can deal with the "event" as it happens.

We carry out monthly reviews with all major contracts, discussing items raised following service, callout or repair works visits to site and any routine items are discussed at the planned contract reviews. Urgent or items of significant nature or communicated directly to the customers responsible person for authorisation of works or information transfer as and when they occur.

Our LiftData system provides us with accurate records of lift attendances for service, repair and emergency breakdowns, in most cases highlighting the cause of any high volume or repeat attendances.

We can provide a weekly or monthly report based on breakdown attendances, a "poorly lift list" as we call it and include sample reports giving an indication of the information that can be collated and format generated.

Our in-house Health and Safety Manager Mr Tony Blakemore will be available to discuss any area's where the safety of our employee's or site personnel is in question and carries out spot checks and planned visits to site to determine safe working conditions.

Supervisory visits are completed in planning with service, callout and repair engineers and "quality" spot checks are completed to ensure all works are to our required standards and that Safe Working practices are adhered to.



As members of LEIA (Lift & Escalator Industry Association) we are updated regularly on any items relating to changes in legislation along with technical bulletins from manufacturers advising of manufacturing or operational defects that require inspection or rectification work. In addition our Technical Sales Director, Mr John Wilkinson, sits on the LEIA Technical Committee and Mrs E Nicholls, our qualified Health & Safety Officer, sits on the LEIA Health & Safety Committee. Our membership and involvement with these committees ensures that Shropshire Council is fully aware of any impending or immediate issues that require attention.

Whilst information is easily circulated to customers cascading the same to our operatives provides additionally challenges due to the geographic locations. As part of our commitment as a responsible service provider and employee we hold regular "toolbox talks" with all field operatives. These meetings usually take place on a monthly basis or as required dependent of the content or severity of any site issues, information or technical bulletins received.

#### Commercial Interest

	Janu	ary	Mar	ch	Ma	ау	Jul	ly	Septe	mber	Nover	mber	Annual Cost
Equipment	Туре	£	Type	£	Туре	£	Туре	£	Туре	£	Туре	£	
Passenger	С		В		Α		D		А		В		£
Goods	С		В		А		D		А		В		£
DDA	С		N/A	7	N/A		D		N/A		N/A		£



Periodic Inspection, Lubrication, Test & Repair of Lifts



# Supporting Information



















#### Periodic Inspection, Lubrication, Test & Repair of Lifts



# Technical Information Section 2



















#### Periodic Inspection, Lubrication, Test & Repair of Lifts



### **Service Report**



















### Service Report

1.

- 232 Leicester Road, Markfield, Leicestershire, LE67 9RG. Tel: 01530 245000. Fax: 01530 249927
 Central London Office - United House, North Road, London, N7 9DP. Tel: 0203 004 4755















Directors: D. Haywood; W. Haywood; J. Wilkinson; S Smith



#### On Behalf of Lift and Engineering Services Limited

E&OE

164



Supervisor:

1 1	5 700 4400 70
,	98 1102 P
	•
	1
The state of the s	
the special section of the section o	
Market Control of the	
1	
	and the second second second second
A TOTAL CONTRACTOR OF THE PARTY	
Non-American Control of the Control	
	e - e
	94
1 T	
The second secon	



#### Periodic Inspection, Lubrication, Test & Repair of Lifts



# Digital/Electronic Breakdown Sheet



















Job Ref	123	Date	· · · · · · · · · · · · · · · · · · ·
Site Address			
	HH:30	HABA Hour Worker	

Mark - March			
Expenses			
Materials	£,	Travel E .	
	£	Other £	Send



#### Periodic Inspection, Lubrication, Test & Repair of Lifts



# SAFed Testing Sheet

















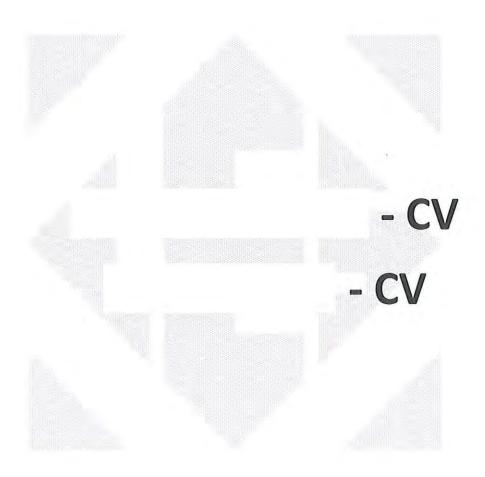
Commercial Interest



#### Periodic Inspection, Lubrication, Test & Repair of Lifts



Personal Information



















Personal Information	on	
CV		
Service Director		
Personal Profile		
		7.
	. 6	_
Major Achieveme	ents	
T		
		- 4
1	1000 10	
10		
11		
200		
Career History		
		i i
	~	
Qualifications		17
Quantications		
		10
		V

Personal Information	
CV	
Service Administration Mana	nger -
Service Hamimistration Mane	igo,
Personal Profile:	
7	
22 200 202	
Major Achievements:	
Career History:	
Continuing Professional De	evelonment Summery
Continuing 1 rolessional De	evelopment Summary.
August on the state of	The same of the sa
***	

23 February 2011

nd/crb rmc 127

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for:

Email:

**Dear Sirs** 

### RMC 127 – PERIODIC INSPECTION, LUBRICATION, TEST AND REPAIR OF LIFTS SHROPSHIRE COUNCIL

#### SUBJECT TO CONTRACT

We confirm that your tender dated 27 January 2011 is accepted on b ehalf of Shropshire Council Subject to Contract and to the successful expiry of the mandatory standstill period as follows:-

- The provision of the periodic, insp ection, lubrication, test and repair of Lifts complying with BS5655: Lifts and service lifts, SAFed Guidelines on Thorough Examination and Testing of Lifts
   LG1 and PM26 Safety at lift landings. All work complying with BS 7255: Safe Working on Lift ts as set out in the Specification docu ment forming part of the Invitation to tender and servicing schedule.
- The agreed rates set o ut in your completed 'Quotation Sheet' submitted with your tender 2.7
  January 2011.
- The contract will run for an initial period of 12 months commencing on 1 st April 20 11 with the option to extend for up to a further 4 years.

This acceptance is subject to tender, the succe ssful expiry of the mand atory standstill period being 11 March 2011 and to the final agreement of terms and conditions between the parties.

Further to it's obligations regarding transparency of expenditure, Shropshire 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 Shropshire Council.

Should you have any concerns or wish to make any representation concerning publication of this information then please contact within 10 days of the date of this lett er. If you do not

make any representations by 11 March 2011 you will be deemed to have consented to the publication of such documentation.

Please can you now liaise with , Senior Electrical Surveyor, Property Servi ces, Shropshire Council, tel. 01743 255688.

Should you have any queries in r espect of th is acceptance, please contact our colleague on telephone number 01743 252 993.

Yours faithfully,

Head of Property Services
Property Services Property

Technical Support Manager Services