

# TENDER NOTICE

# IOC 004 - ANNUAL CLEAN, INSPECTION, SERVICE AND TRANSFER OF OFF PEAK HEATERS AT VARIOUS SHROPSHIRE COUNCIL MAINTAINED PROPERTIES

Applicants are invited to tender for the annual clean, inspection, service and transfer of Off Peak Heaters to Shropshire Council for a period of up to 4 years commencing on 1<sup>st</sup> April 2012.

The contract shall comprise of the annual clean, inspection, service and transfer of electricaire and fan assisted off-peak heaters. Also to include the supply and installation of Creda Storage Heaters and Storage Fan Heaters as manufactured by G.D.A. Applied Energy Limited or equivalent.

The Contractor must be contactable during the full working day to receive instructions for emergency repair work. Such repair work shall be given priority over normal service visits and must be completed the same day, unless otherwise agreed with Shropshire Council.

If you wish to receive tender documents, please email or write as soon as possible to Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or email <a href="mailto:procurement@shropshire.gov.uk">procurement@shropshire.gov.uk</a> quoting reference IOC 004

The deadline for the return of completed tender documents is 12 noon 27 January 2012.

David Rogers Electrical Contractors Ltd Unit 3 Harlescott Barns Harlescott Lane Shrewsbury SY1 3SZ Shropshire Council Commissioning & Procurement Shirehall Abbey Foregate Shrewsbury SY2 6ND

Date: 5 December 2011

**Dear Sirs** 

# IOC 004 – ANNUAL CLEAN, INSPECTION SERVICE & TRANSFER OF OFF PEAK HEATERS

I enclose a copy of the Notice that has been placed in the Supplement to the Official Journal of the European Union relating to the above contract.

If you wish to be considered to be invited to tender, please read the Notice carefully and follow the required procedure by emailing for tender documents to Procurement Manager, Commissioning & Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (email: <a href="mailto:procurement@shropshire.gov.uk">procurement@shropshire.gov.uk</a>) as soon as possible.

Your completed tender must be returned so that it is received by 12 noon on 27 January 2012 at the latest.

Yours faithfully

Procurement Manager Commissioning & Procurement procurement@shropshire.gov.uk

Tel: 01743 252993

Enc



as per email

**Tel**: (01743) 252993 **Fax**: (01743) 255901

IOC 004

Please ask for:

Email: procurement@shropshire.gov.uk

Dear Sirs

# IOC 004 – ANNUAL CLEAN, INSPECTION SERVICE & TRANSFER OF OFF PEAK HEATERS SHROPSHIRE COUNCIL

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

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

Tenders should be made on the enclosed Tender Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers'. 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 27<sup>th</sup> January 2012, any tenders received after this time will not be accepted
- Tenders must be returned to the Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
- Tenders must be returned in plain envelope(s)/packaging using the label provided.
   Tender packaging must have no other markings or writing apart from the label provided
- Tenderers should not use their company franking machine and should check if returning their tenders via Royal Mail or a courier to ensure that no marks identifying you are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt

 Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

#### Tenders cannot be accepted if:

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

# Freedom of Information

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

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

# Other Details

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

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

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

Yours faithfully

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Procurement Manager
Commissioning & Procurement
<a href="mailto:procurement@shropshire.gov.uk">procurement@shropshire.gov.uk</a>

Tel: 01743 252993

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# INSTRUCTIONS FOR TENDERING

IOC 004 - ANNUAL CLEAN, INSPECTION, SERVICE & TRANSFER OF OFF PEAK HEATERS

# **Shropshire Council Instructions for tendering**

# **Contract Description:**

Applicants are invited to tender for the annual clean, inspection, service and transfer of Off Peak Heaters to Shropshire Council for a period of up to 4 years commencing on 1<sup>st</sup> April 2012.

The contract shall comprise of the annual clean, inspection, service and transfer of electricaire and fan assisted off-peak heaters. Also to include the supply and installation of Creda Storage Heaters and Storage Fan Heaters as manufactured by G.D.A. Applied Energy Limited or equivalent.

The Contractor must be contactable during the full working day to receive instructions for emergency repair work. Such repair work shall be given priority over normal service visits and must be completed the same day, unless otherwise agreed with Shropshire Council.

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#### 1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of Off Peak Heaters as detailed in the Tender Response Document. The contract will be for an initial period of 1 year commencing on the 1<sup>st</sup> April 2012 with the option to extend for a further period of 3 years.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pretender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pretender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

# 2.0 Terms and Conditions

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

## 3.0 Preparation of Tenders

## 3.1 Completing the Tender Response Document

- 3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- **3.1.2** All documents requiring a signature must be signed;
  - a) Where the Tenderer is an individual, by that individual;
  - b) Where the Tenderer is a partnership, by two duly authorised partners;
  - c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- **3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council.

## 3.2 Tender Preparation and Costs

- 3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
- 3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
- 3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- **3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- **3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be

allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

- 3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

# 3.3 Parent Company Guarantee

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

# 3.4 Warranty

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

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

### 4.0 Tender Submission

- 4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of noon, 27th January 2012. One hard copy and one CD copy of your Tender Response Document must be returned.
- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- **4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

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

# 5.0 <u>Variant Bids</u>

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

# 6.0 Tender Evaluation

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

# 7.0 <u>Clarifications</u>

- 7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- Any queries arising in relation to this invitation to tender should be raised in writing with Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.
- 7.3 Where appropriate, the Authorised Officer named above may direct the Tenderer

to other officers to deal with the matter.

- **7.4** All queries should be raised as soon as possible (in writing), in any event not later than **20**<sup>th</sup> **January 2012**.
- All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

#### 8.0 Continuation of the Procurement Process

- **8.1** The Council shall not be committed to any course of action as a result of:
  - i) issuing this Invitation to Tender;
  - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
  - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

# 9.0 Confidentiality

- 9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- **9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- **9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- **9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- **9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

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

## 9.7 Transparency of Expenditure

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

# 10.0 <u>Freedom of Information</u>

- 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.
- 10.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

# 11.0 <u>Disqualification</u>

- **11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- **11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

#### 11.1.4 The Tenderer:

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission; or
- Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- 11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

#### 12.0 E-Procurement

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

## 13.0 Award of Contract

#### 13.1 Award Criteria

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

#### 13.2 Award Notice

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

#### 13.3 Transparency of Expenditure

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

at the absolute discretion of the Council.

# 14.0 <u>Value of Contract</u>

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

## 15.0 Acceptance

- 15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 1<sup>st</sup> April 2012.

#### 16.0 Payment Terms

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

# 17.0 <u>Liability of Council</u>

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

abandoned or suspended.

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

# 18.0 <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 or	n behalf of	)
Date		

# SHROPSHIRE COUNCIL

# **GENERAL TERMS AND CONDITIONS**

FOR THE SUPPLY OF
GOODS SERVICES AND WORKS

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- 27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')
- 28. INSURANCE
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- 30. HUMAN RIGHTS
- 31. HEALTH AND SAFETY AT WORK
- 32. FREEDOM OF INFORMATION ACT 2000 & ENVIRONMENTAL INFORMATION REGULATIONS 2004
- 33. SAFEGAURDING
- 34. SUSTAINABILITY
- 35. EXPIRY
- 36. AUDIT AND MONITORING
- 37. RIGHTS OF THIRD PARTIES
- 38. ENTIRE AGREEMENT
- 39. FORCE MAJEURE
- 40. GOVERNING LAW AND JURISDICTION
- 41. COMPLAINTS PROCEDURE
- 42. DISPUTES
- 43. STAFFING SECURITY [where used]
- 44. SECURITY REQUIREMENTS [where used

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

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

# 1. <u>DEFINITIONS</u>

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

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

"Confidential Information"	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential");
	specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"Exempt Information"	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)

"FOIA"  "FOIA notice"  "Form of Agreement"  "Goods"	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to means all goods specified in the Agreement.
"Hazardous Goods"	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
"Law"	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Packages"	includes bags, cases, cylinders, drums, pallets and other containers
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Price"	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
"Public body"	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
"Receiving Party"	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response

"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
"Request for Information"	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
"Services"	means any and all of the services to be provided by the
	Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software"	Specially Written Software, Contractor Software and Third Party Software;
'Specially Written Software"	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

# 2. **GENERAL**

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

# 3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

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

# 4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

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

# 5. PRICE AND PAYMENT

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

- Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 45 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- VAT, where applicable, shall be shown separately on all invoices as a strictly net extra; the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

# 6. <u>DELIVERY</u>

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.

- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

# 7. LOSS OR DAMAGE IN TRANSIT

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

#### 8. INSPECTION

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

# 9. <u>REJECTION</u>

9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.

- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

## 10. TITLE - PASSING PROPERTY

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

10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

#### 11. THE COUNCIL'S OBLIGATIONS

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

# 12. WARRANTIES

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

#### 13 INDEMNIFICATION

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

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

# 14. TERMINATION AND CANCELLATION

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

# 15. <u>ANTI-BRIBERY AND CORRUPTION</u> (W) (Z)

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

- b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
- c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

## 16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

#### 17. <u>INDEPENDENT CONTRACTORS</u>

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

#### 18. SEVERABILITY

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

#### 19. ASSIGNING AND SUB-CONTRACTING

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

- 19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.
- 19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

# 20. WAIVER

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

## 21. HAZARDOUS GOODS

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

#### 22. NOTICES

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

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# 23. CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
  - 23.5.1 treat the other party's Confidential Information as confidential; and
  - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
  - 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
  - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
  - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
  - 23.6.5 it is independently developed without access to the other party's Confidential Information.

- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
  - 23.9.1 to any consultant, contractor or other person engaged by the Council;
  - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

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

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

# 24. COUNCIL DATA

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
  - a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
  - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
  - c) Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
  - 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
  - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.

- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
  - 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
  - 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

# 25. PROTECTION OF PERSONAL DATA

- With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
  - 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
  - 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
  - 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services:
- 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause;
- 25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 25.2.8 notify the Council (within five Working Days) if it receives:
  - a) a request from a Data Subject to have access to that person's Personal Data; or
  - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;
- 25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
  - a) providing the Council with full details of the complaint or request;
  - b) omplying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions:
  - c) roviding the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
  - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
  - the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

# 26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
  - 26.1.1 to review the integrity, confidentiality and security of the Council Data;
  - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
  - 26.3.1 all information requested by the Council within the permitted scope of the audit;
  - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
  - 26.3.3 access to Contractor Personnel

- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

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

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

#### 28. INSURANCE

- 28.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

# 29. <u>EQUALITIES</u> (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

- In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it.
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

# 30. HUMAN RIGHTS (W) (Z)

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

# 31 HEALTH AND SAFETY AT WORK (Z)

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

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

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

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

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

32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

# 33. <u>SAFEGUARDING(W) (Z)</u>

- 33.1 Where the work being undertaken in this Agreement allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.
- Where the service requirement, specification or Purchase Order determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Services to be provided to the Council.

# 34 SUSTAINABILITY

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

# 35 EXPIRY

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

# 36 <u>AUDIT AND MONITORING</u>) (W) (Z)

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

# 37. RIGHTS OF THIRD PARTIES

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

#### 38. ENTIRE AGREEMENT

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

#### 39. FORCE MAJEURE

- 39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-
  - 39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and
  - 39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.
- 39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-
  - 39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
  - 39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.
- 39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-
  - 39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

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

# 40. GOVERNING LAW AND JURISDICTION (W)

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

# 41. COMPLAINTS PROCEDURE (W) (Z)

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

#### 41.2 The Contactor shall ensure that:

- 41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.
- 41.2.2 someone who is independent of the matter complained of carries out the investigation
- 41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations

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

#### 42 DISPUTES

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

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

#### 43 STAFFING SECURITY

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

# 44 SECURITY REQUIREMENTS

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





# HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

		Table 5	'A' - Maintenan	ce, Cleaning, Repair, Alteration & Dismantling		
lient:	Property Services		HAZRA Rev. No:		Date:	October 2011
roject:	Contract Maintenance		Revised by:		Copied to:	
roject Ref	IOC 004 - Off Peak Heaters		· ·		<del>-</del>	
Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Repair	Falls from height Harm from falling debris	Maintenance contractors and Site personnel	High	Scatfolding and ladder steps to be utilised during contract maintenance	Start of contract Main Contractors H&S Plan	Low
	Falls through fragile materials	Maintenance contractors	Medium	Walkways to be clearly identified	Start of contract Main Contractors H&S Plan	Low
T10.002 T20.008 & 9 T20.010 (n.y.a) T20.012	Live services - Overhead or internal/underground Electrocution/ asphyxiation/etc Fire/explosion	Maintenance contractors	High	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
	Contact with moving vehicles or plant	Maintenance contractors and Site personnel	Medium	Routes to be clearly identified	Start of contract Main Contractors H&S Plan	Low
	Heavy lifting	Maintenance contractors	Medium	Appropriate lifting techniques to be used. Consumables and spare components to be available in modular form.  Refer to manufacturer's data	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	Medium	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	Medium

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Confined spaces/ cbasements/ confined areas	Maintenance contractors	Low	Site Induction Training Supervision and clear method of communication	Start of contract Main Contractors H&S Plan	Low
	Uncontrolled collapse	N/A	N/A	N/A	N/A	
	Hazardous elements remaining	Maintenance Contractors	High	Risk of burns etc. Ensure appropriate PPE is used and heaters heat dissapated accordingly	Start of contract Main Contractors H&S Plan	Low
	Fire / explosion	Maintenance contractors		Site Induction Training Supervision Signage Segregation of work areas and storage of flammable liquids	Start of contract Main Contractors H&S Plan	Low
Other	Potential Health and Safety risks caused by lack of communication	All		Site Health and Safety File Agree clear lines of communication on each site	Start of contract Main Contractors H&S Plan	Low

# PART 2 - PARTICULAR SPECIFICATION OFF PEAK HEATING TESTING

Prepared by: Shropshire Council Property Services October 2011

# PARTICULAR SPECIFICATION OFF PEAK HEATING

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6.0	Service Requirements	Page 12
	Appendix A – Servicing Schedule	Enclosed
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	Appendix D - Quotation Sheet	Page 16

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

#### 1.0 GENERAL CONDITIONS

#### 1.1 SCOPE OF CONTRACT

The contract shall comprise of the annual clean, inspection, service and transfer of electricaire and fan assisted off-peak heaters. Also the supply and installation of Creda Storage Heaters and Storage Fan Heaters as manufactured by Applied Energy Products Limited.

#### 1.2 DURATION OF CONTRACT

In the first instance competitive fixed unit price tenders are being invited for the period 1<sup>st</sup> April 2012 - 31<sup>st</sup> March 2013, thereafter the contract may be extended annually for a further **three** years subject to satisfactory performance during the contract year and the submission of a mutually agreed adjustment of the tender sum for the ensuing 12 months.

#### 1.3 SAFETY AND WELFARE OF WORKMAN

The 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 shall 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.

• 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
Electricity at Work	Regulations 1989
The Fire Precautions (Workplace) (Amendment)	Regulations 1999

Reporting of Injuries, Diseases & Dangerous
Occurrences
Manual Handling Operations
Provision & Use of Work Equipment
Noise at Work
Regulations 1998
Regulations 1998
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 DURATION OF CONTRACT

In the first instance competitive fixed price unit cost tenders are being invited for the period 1<sup>st</sup> April 2012 - 31<sup>st</sup> March 2013, thereafter the contract may be extended annually for a further **three** year's subject to satisfactory performance during the contract year and the submission of a mutually agreed adjustment of the tender sum for the ensuing 12 months.

#### 2.2 PROGRAMME OF WORK - as detailed in the Servicing Schedule - Appendix A

The work consists of the supply and installation of Storage Heaters, Storage Fan Heaters, as manufactured by Applied Energy Products Limited, Morley Way, Peterborough, PE2 9JJ, Tel. 01733 456789, all fitted in accordance with their assembly and installation instructions, also commissioning of heaters and the provision and fitting of guards.

Also the removal of existing heater of similar size if requested.

The arrangements for maintenance, supply and installation is to be made in advance with the Head or Manager of each property, giving notification that you will require access to all rooms where off peak heaters are located.

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

It must be accepted that the majority of schools will be inspected and tested within the school holidays.

#### 2.3 Part 'A' Supply and installation of heaters

#### 2.3.1 HEATERS

Α1	TSF24K	Storage Fan Heater
A2	TSF32K	Storage Fan Heater
А3	TSF42K	Storage Fan Heater
A4	TSR6AW	Storage Heater
A5	TSR12AW	Storage Heater
A6	TSR18AW	Storage Heater
A7	TSR24AW	Storage Heater

#### 2.3.2 CONNECTION OF HEATERS

The Contractor shall allow for connecting, using appropriate Kopex conduit or flex on storage heaters, to the wiring installed by others adjacent to the heater position.

The wiring connections may vary depending on the tariff details, the work combination being 2 wire from 2.5 mm square and earth for heating elements, 1.5 mm square 6242Y control circuit for restricted hours control of the heating elements and 1.5 mm square 6242Y for fan output.

All wiring isolators and room thermostats will be provided by others. In respect of the TSF range of storage fan heaters, the contractor shall include for the safe and permanent disconnection of the "day energy" facility, and the internal room temperature stat. There will be an externally fitted room stat fixed and wired as part of the fixed installation to the storage heater. The contractor shall at his own expense monitor the installation, rectify any faulty workmanship and carry out repairs for a period of twelve months from the date of commissioning the heater.

#### 2.3.3 LABEL

Fit to each fan storage heater, at the top right hand side using screws, the Traffolyte type label with the number of the heater in 2cm numbers, i.e "No.1", "No.2".

#### 2.3.4 SITES

Tender shall include for delivery and off loading to any site within Shropshire.

#### **2.4 PART 'B'** Removal of heaters

For removing only of an existing heater (with no asbestos content) at the time of installation of the new heater.

# 2.5 PART 'C' Transferring heaters

For carefully dismantling an existing heater from any site in Shropshire, removing from site and storing at the contractor's premises, whilst the Mobile Unit is transferred to another site within Shropshire. Subsequently to deliver the heater to the new site, fit new insulations throughout, install the heater in accordance with the manufacturer's instructions of assembly and installation, commission in the heater and fit new labels.

Connections of Heater	}	
Label	}	As Part A
<u>Sites</u>	}	

# 2.6 PART 'D' Supply and installation of heater guards

For the supply and installation of an appropriate guard for the range of heaters supplied; this to be fitted at the time installation and be as manufactured by Norfolk Industries for the Blind, 95 Oak Street, Norwich, NR3 3BP – Tel 01603 667597. To be manufactured in 1" square white polyethylene coated mesh.

# SPECIFICATION - MAINTENANCE

#### 3.0 PROGRAMME OF WORK

The programme shall comprise of one visit to each property during the year. These visits to be twelve months following the last date shown in the Schedule of Maintenance.

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

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

#### 3.1 SCHEDULE OF MAINTENANCE

A schedule giving quantities of plant with unit number, manufacturer, model, rating, location and last inspection date is included with this specification.

Additional units located on site shall be reported to the Contract Administrator complete with all relevant information to enable the unit to be placed on the schedule if applicable.

# 3.2 SERVICE WORK - refer to Servicing Schedule - Appendix A

The units on the schedule shall be serviced as per the manufacturer's recommendations and the Shropshire Council report form supplied is to be reproduced and completed in full. Please see "Service Work Sheet". The integrity of the heating elements shall be established by the measurement of the current flow. Care must be taken during the day to only activate individual heaters to alleviate day time overload.

The contractor shall carry out a functional check of all auxiliary heating system controls included, but not restricted to, room thermostats, time switches and override switches.

The contractor shall clearly label all time switches, circuit breakers, isolators, weather compensators and maintain labels for the duration of the contract.

Distribution Board charts shall also be kept up to date.

The construction of the wall behind heaters is to be inspected to confirm that it is plasterboard or a suitable fire retardant material.

# 3.3 PART 'E' CLEAN, INSPECTION AND SERVICE OF OFF-PEAK HEATERS

**3.3.1 UNIT COST** The <u>Unit Cost</u> to be for the clean, inspection and service of any one off- peak electricaire or fan assisted heater.

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

#### 3.3.2 PAYMENT

Payment will be made following the submission of an <a href="Invoice complete with all relevant reports">Invoice complete with all relevant reports for the previous months' inspections.</a> The monthly invoice may be in the form of individual invoices one per property clearly showing the property number, property name, number of units inspected and breakdown of repair costs or one invoice with schedule clearly showing for each individual property the property number, property name, number of units inspected and breakdown of repair costs.

#### 3.4 SPARE PARTS AND RENEWALS

The Contractor shall supply and fit all spare parts as required up to a total value, including labour, of £200 per property. 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 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.

#### 3.5 DELETION OF PLANT

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

#### 3.6 ADDITIONAL PLANT

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

#### 3.7 TRANSPORT

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

# 3.8 RECALLS

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

#### 3.9 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.

The call out charge is to be in the form of a unit cost for the travelling to and from the site and the first hour at the site.

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

#### 3.10 QUOTATIONS FOLLOWING SERVICE REPORT

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

#### 3.11 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).

#### 4.0 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 the Client before substituting alternative personnel before or during the contract.

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

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

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

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

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

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

The Contractor shall advise the Premise Manager that their engineers may be taking photographs of the Off Peak Heaters 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.

# 4.1 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.

The Contractor shall pay particular attention to:

- BS7671:2008 Requirements for Electrical Installations IEE Wiring Regulations 17<sup>th</sup> Edition
- HS (G) 107 Maintaining portable electrical equipment
- Work equipment. Provision and Use of Work Equipment Regulations 1998. Guidance on the regulations L22 (Third Edition)

#### 5.0 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.

#### **6.0 SERVICE REQUIREMENTS**

#### **6.1 SERVICE REPORTS**

A typed report of off peak heaters in each premise describing the condition and if remedial works have been carried out or is required is to be submitted in with the invoice for each premise.

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

In addition the Contractor shall ensure that a site logbook be maintained on site 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.

# Appendix B

# IOC 004 - SUPPLY OF OFF PEAK HEATERS - SUMMARY

# Value of Specified Work - Part 'A' - Supply and installation of heaters

A1	TSF24K	Storage Fan Heater	£		
A2	TSF32K	Storage Fan Heater	£		
A3	TSF42K	Storage Fan Heater	£		
A4	TSR6AW	Storage Heater	£		
A5	TSR12AW	Storage Heater	£		
A6	TSR18AW	Storage Heater	£		
A7	TSR24AW	Storage Heater	£		
Value of	f Specified Work -	· Part 'B' – Removal of heaters			
B1	TSF24K	Storage Fan Heater	£		
B2	TSF32K	Storage Fan Heater	£		
B3	TSF42K	Storage Fan Heater	£		
B4	TSR6AW	Storage Heater	£		
B5	TSR12AW	Storage Heater	£		
B6	TSR18AW	Storage Heater	£		
B7	TSR24AW	Storage Heater	£		
Value of Specified Work - Part 'C' - Transferring heaters					
Value o	f Specified Work -	Part 'C' – Transferring heaters			
Value o	f Specified Work - TSF24K	• Part 'C' – Transferring heaters  Storage Fan Heater	£		
	-	_			
C1	TSF24K	Storage Fan Heater	£		
C1 C2	TSF24K TSF32K	Storage Fan Heater Storage Fan Heater			
C1 C2 C3	TSF24K TSF32K TSF42K	Storage Fan Heater Storage Fan Heater Storage Fan Heater	£		
C1 C2 C3 C4	TSF24K TSF32K TSF42K TSR6AW	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater	£ £		
C1 C2 C3 C4 C5	TSF24K TSF32K TSF42K TSR6AW TSR12AW	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater Storage Heater	£ £ £		
C1 C2 C3 C4 C5 C6	TSF24K TSF32K TSF42K TSR6AW TSR12AW TSR18AW TSR24AW	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater Storage Heater Storage Heater	£ £ £ £ £		
C1 C2 C3 C4 C5 C6	TSF24K TSF32K TSF42K TSR6AW TSR12AW TSR18AW TSR24AW	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater Storage Heater Storage Heater Storage Heater Storage Heater	£		
C1 C2 C3 C4 C5 C6 C7	TSF24K TSF32K TSF42K TSR6AW TSR12AW TSR18AW TSR24AW	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater Storage Heater Storage Heater Storage Heater Storage Heater Storage Heater	£ £ £ £ £		
C1 C2 C3 C4 C5 C6 C7	TSF24K TSF32K TSF42K TSR6AW TSR12AW TSR18AW TSR24AW  f Specified Work -	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater	££££££££££££££££££		
C1 C2 C3 C4 C5 C6 C7 Value o	TSF24K TSF32K TSF42K TSR6AW TSR12AW TSR18AW TSR24AW	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Fan Heater	£		
C1 C2 C3 C4 C5 C6 C7 Value o	TSF24K TSF32K TSF42K TSR6AW TSR12AW TSR18AW TSR24AW <b>f Specified Work</b> -	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Fan Heater	£		
C1 C2 C3 C4 C5 C6 C7 Value o	TSF24K TSF32K TSF42K TSR6AW TSR12AW TSR18AW TSR24AW <b>f Specified Work</b> - TSF24K TSF32K TSF42K TSF42K	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater Storage Heater Storage Heater Storage Heater Storage Heater Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater	£		
C1 C2 C3 C4 C5 C6 C7 Value o	TSF24K TSF32K TSF42K TSR6AW TSR12AW TSR18AW TSR24AW <b>f Specified Work</b> - TSF24K TSF32K TSF32K TSF42K TSF42K TSR6AW TSR12AW	Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater Storage Heater Storage Heater Storage Heater Storage Heater Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Fan Heater Storage Heater Storage Heater Storage Heater Storage Heater Storage Heater Storage Heater	£		

# THIS FORM TO BE RETURNED WITH TENDER

# SHROPSHIRE COUNCIL

# **MAINTENANCE OF OFF-PEAK HEATERS**

PRC	PROPERTY NO:				
LOC	ATION:				
RAT	ING:				
EARTH LOOP IMPEDANCE:					
ROOM THERMOSTAT	FILTER				
FAN CONTROL CIRCUIT	FAN THERMOSTAT				
BLOW BACK PAD OPERATION	CONTACTOR				
ELECTRONIC CONTROLS	CORE THERMOSTAT				
LINKS	MALE AMPS				
ELEMENTS	GRILLS				
SIGNATURE C	OF CLIENT:				
SIGNATURE C	OF ENGINEER:				
	ROOM THERMOSTAT  FAN CONTROL CIRCUIT  BLOW BACK PAD OPERATION  ELECTRONIC CONTROLS  LINKS  ELEMENTS  SIGNATURE C				

# Appendix C

Hourly rate during normal 8 hour day

On cost + profit.....%
Total Cost

# SHROPSHIRE COUNCIL MAINTAINED PROPERTIES

# IOC 004 - MAINTENANCE OF OFF-PEAK HEATERS DURING PERIOD 1<sup>st</sup> APRIL 2012 TO 31<sup>st</sup> MARCH 2013 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<sup>st</sup> April 2012 to 31<sup>st</sup> March 2013

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.	%
Call Out Unit Cost	£
Any special conditions applicable to overtime working	
THIS FORM TO BE R	ETURNED WITH TENDER
Contractor Name:	
Name:	
Signature:	
_	

# SHROPSHIRE COUNCIL

# PROPERTY SERVICES FACILITIES MANAGEMENT GROUP

# **IOC 004 - OFF PEAK HEATING**

#### **QUOTATION SHEET**

Value of Specified Work – Part 'E' – Unit Cost for clean, inspection and service of off-peak heaters

Unit Coot nor booter	C
Unit Cost per heater	L L

# THIS FORM TO BE RETURNED WITH TENDER

Contractor Name:	
Name:	
Signature:	
Date:	



Shropshire \_\_\_\_\_\_ y Council Property Maintenance Group The Shirehall

Abbey Foregate SHREWSBURY Shropshire SY2 6ND

# OffPeakHeaters 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 refered to Property Maintenance Group, Shropshire Council

[genes1s] Report - Copyright © 25 October 2011

Property Number: 0050		Name / Address: Sure Start Gittin Street Woodside Oswestry Shropshire SY11 1DT Tel: 01691 656513		Surveyor:		
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF42	6.0	MOBILE	14	27/07/2011	
CREDA	TSF 42	6.0	MOBILE	15	27/07/2011	
Property Number: 0240 Nam		Name /	Address: Ashford Carbonell C.E. Pi	rimary School	Surveyor: Cameron Le Gallia-Pound	
			Ashford Carbonell Ludlow Shropshire SY8 4BX Tel : 01584 831698			
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF42	6.0	MOBILE CLASSROOM	5	08/10/2010	
CREDA	TSF42	6.0	MOBILE CLASSROOM	6	08/10/2010	
CREDA	TSF42	6.0	DEMOUNTABLE	7	08/10/2010	
CREDA	TSF24	3.4	DEMOUNTABLE	8	08/10/2010	
CREDA	TSF42K	6.0	CLASSROOM	11	08/10/2010	
CREDA	TSF42K	6.0	CLASSROOM	10	08/10/2010	
CREDA	TSF42K	6.0	HALL	9	08/10/2010	
CREDA	TSF42	6.0	MOBILE CLASSROOM	4	08/10/2010	

Property Number: 0300

Name / Address: Beckbury C.E. (Controlled) Primary School
Badger Lane
Beckbury
Shifnal
Shropshire
TF11 9DQ

Surveyor: Paul Spencer

Tel: 01952 750287

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	HALL	12	20/05/2011
CREDA	TSF32K	4.8	MOBILE 3	9	20/05/2011
CREDA	TSF32K	4.8	MOBILE 3	10	20/05/2011
CREDA	TSF42K	6.0	HALL	11	20/05/2011
CREDA	TSF42K	6.0	HALL	13	20/05/2011
CREDA	TSF24	3.4	MOBILE ENTRANCE	8	20/05/2011
CREDA	TSF42	6.0	MOBILE 2	4	20/05/2011
CREDA	TSF42	6.0	MOBILE 2	3	20/05/2011
CREDA	TSF42	6.0	MOBILE 1	2	20/05/2011
CREDA	TSF42	6.0	MOBILE 1	1	20/05/2011

Property Number: 0350

Name / Address: Bitterley C.E. Primary Shool Bitterley Ludlow Shropshire SY8 3HF

Tel: 01584/890228

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Modei	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF 42	6.0	MOBILE	2	12/07/2011
CREDA	TSF 42	6.0	MOBILE NO 1	1	12/07/2011

Property Number: 0360

Name / Address: Bomere Heath C.E. (Controlled) Primary School

The Crescent Bomere Heath Shrewsbury SY4 3PQ

Tel: 01939/290359

Surveyor: Steve Carpenter

Manufacturer

Model

Rating KW

Location

Unit No.

Last Inspection Date.

**CREDA** 

SAB99

14.4

MOBILE NURSERY

1

04/06/2010

Property Number: 0380

Name / Address: Castlefields Primary School

Castlefields Bridgnorth

Shropshire WV16 5DQ

Tel: 01746/764072

Manufacturer

Model

Rating KW

Location

Unit No.

Last Inspection Date.

**CREDA** 

SAB99

14.4

**DEMOUNTABLE NO 1** 

30/08/2011

Property Number: 0460

Name / Address: John Wilkinson Primary School

Coalport Road

Broseley Telford TF12 5AN

Tel: 01952/882950

Surveyor: Paul Spencer

Surveyor: Paul Spencer

Last Inspection Date. Rating KW Location Unit No. Manufacturer Model 3 08/07/2010 DEMOUNTABLE CREDA TSF24 3.4 6 08/07/2010 CREDA TSF42K 6.0 MOBILE MUSIC **DEMOUNTABLE** 08/07/2010 **CREDA** TSF42 6.0

08/07/2010 DEMOUNTABLE 5 **CREDA** TSF42 6.0 2 08/07/2010 DEMOUNTABLE **CREDA** TSF42 6.0 08/07/2010 **CREDA** TSF42 6.0 DEMOUNTABLE

	Number:	

Name / Address: Buildwas Primary School Buildwas

Buildwas Telford TF8 7DA

Tel: 01952/432135

Surveyor: Paul Spencer

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF24K	3.4	MOBILE	3	18/06/2010	
CREDA	TSF24K	3.4	MOBILE	4	18/06/2010	
CREDA	TSF42K	6.0	MOBILE	1	18/06/2010	
CREDA	TSF42K	6.0	MOBILE	2	18/06/2010	

Property Number: 0500

Name / Address: Burford C.E. Primary School Forresters Road Burford

Forresters Road Burford Tenbury Wells Worcestershire WR15 8AT

Tel: 01584 810244

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	SAB99	14.4	DEMOUNTABLE NO1	1	14/07/2011
CREDA	SAB99	14.4	MOBILE NO 2	2	14/07/2011

Property Number: 0520	Name / Address:	Caynha
-----------------------	-----------------	--------

nam C.E. Primary School

Surveyor: Cameron Le Gallia-Pound

Caynham Ludlow Shropshire SY8 3BJ

Tel: 01584 873245

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF42K	6.0	HALL	8	21/03/2011	
CREDA	TSF42K	6.0	HALL	9	21/03/2011	
CREDA	TSF42	6.0	MOBILE	4	21/03/2011	
CREDA	TSF32K	4.8	MOBILE CLASSROOM	7	21/03/2011	
CREDA	TSF 42	6.0	MOBILE CLASSROOM	5	21/03/2011	
CREDA	TSF42	6.0	MOBILE CLASSROOM	6	21/03/2011	
CREDA	TSF42	6.0	MOBILE CLASSROOM	3	21/03/2011	

Property Number: 0570

Name / Address: Cheswardine Primary School

Surveyor: Paul Spencer

Cheswardine Market Drayton Shropshire TF9 2RN

Tel: 01630 661233

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF24	3.4	CLASSROOM	6	01/07/2010
CREDA	TSF32K	4.8	MOBILE NURSERY	7	01/07/2010
CREDA	TSF32K	4.8	MOBILE NURSERY	8	01/07/2010
CREDA	TSF42	6.0	HALL	4	01/07/2010
CREDA	TSF42	6.0	HALL	3	20/09/2011
CREDA	TSF42	6.0	HALL	5	01/07/2010

Property	Number:	0610
PRODERIV	Mulliber.	UUIU

Name / Address: Chirbury C.E. (Voluntary Controlled) Primary School

Surveyor: Cameron Le Gallia-Pound

Chirbury Montgomery Powys SY15 6BN

Tel: 01938 561647

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32K	4.8	MOBILE HALL	9	20/09/2010
CREDA	TSF32K	4.8	MOBILE HALL	11	20/09/2010
CREDA	TSF32K	4.8	DEMOUNTABLE	3	20/09/2010
CREDA	TSF42	6.0	MOBILE	4	20/09/2010
CREDA	TSF32K	4.8	MOBILE HALL	10	20/09/2010
CREDA	TSF42	6.0	DEMOUNTABLE	2	20/09/2010
CREDA	TSF42	6.0	DEMOUNTABLE	1	20/09/2010

Property Number: 0630

Name / Address: Church Preen Primary School Church Preen Church Stretton Shropshire SY6 7LH

Tel: 01694/771359

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32K	4.8	CLASSROOM	2	23/09/2010
CREDA	TSF32K	4.8	STAFF ROOM	7	23/09/2010
CREDA	TSF24K	3.4	WET AREA	5	23/09/2010
CREDA	TSF24K	3.4	G P ROOM	8	23/09/2010
CREDA	TSF32K	4.8	REAR ENTRANCE	4	23/09/2010
CREDA	TSF24K	3.4	ENTRANCE	6	23/09/2010
CREDA	TSF32K	4.8	CLASSROOM	3	23/09/2010

Name / Address: St Lawrence C.E. Primary School Shrewsbury Road Church Stretton Shropshire SY6 6EX Tel: 01694 722682

Surveyor: Tom Swan

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE CLASSRM	3	06/10/2010
CREDA	TSF42	4.8	MOBILE CLASSRM	4	06/10/2010
CREDA	TSF42	4.8	MOBILE CLASSRM	1	06/10/2010
CREDA	TSF42	6.0	MOBILE CLASSRM	2	06/10/2010
CREDA	TSF24	3.4	MOBILE CLASSRM	5	06/10/2010

Property Number: 0670

Name / Address: Clee Hill Community Primary School Clee Hill

Ludlow Shropshire SY8 3JG

Tel: 01584/890384

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	SAB 51	8.5	CLASS 1	1	30/06/2011
CREDA	SAB 51	8.5	G P AREA	4	30/06/2011
CREDA	SAB 51	8.5	G P AREA	3	30/06/2011
CREDA	SAB 51	8.5	CLASS 2	2	30/06/2011
CREDA	TSF32K	4.8	ENTRANCE	10	01/07/2011
CREDA	SAB81	13.1	HALL	5	30/06/2011
CREDA	SAB99	14.4	OLD CLASSROOM	7	01/07/2011
CREDA	SAB99	14.4	OLD CLASSROOM	8	01/07/2011
CREDA	SAB99	14.4	OLD CLASSROOM	9	14/06/2010
CREDA	TSF42	6.0	MOBILE	12	01/07/2011
CREDA	TSF42	6.0	MOBILE	11	01/07/2011
CREDA	SAB81	13.1	HALL	6	30/06/2011

Name / Address: Cleobury Mortimer Primary School Langland Road Cleobury Mortimer Kidderminster,worcestershire DY14 8PE Tel: 01299 270313

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE	1	23/06/2011
CREDA	TSF42	6.0	MOBILE	2	23/06/2011

Property Number: 0690

Name / Address: Clive C.E. (Controlled) Primary School
The Hill

Grinshill Shrewsbury SY4 3LF

Tel: 01939/220385

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	CLASSROOM L/H	10	24/06/2011
CREDA	TSF32K	4.8	CLASSROOM REAR	5	24/06/2011
CREDA	TSF24K	3.4	CLASSROOM REAR	4	24/06/2011
CREDA	TSF42K	6.0	CLASSROOM R/H	6	24/06/2011
CREDA	TSF42K	6.0	CLASSROOM R/H	7	24/06/2011
CREDA	TSF42K	6.0	CLASSROOM MIDDLE	8	24/06/2011
CREDA	TSF42K	6.0	CLASSROOM MIDDLE	9	24/06/2011
CREDA	TSF42K	6.0	CLASSROOM L/H	11	24/06/2011

Dronarty	Number:	0720
FIGURIA	MUHIDEL.	0140

Name / Address: Clunbury C.E. Primary School

Surveyor: Cameron Le Gallia-Pound

Clunbury Craven Arms Shropshire SY7 0HE

Tel: 01588 660207

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	NURSERY MOBILE	1	27/05/2011
CREDA	TSF32K	4.8	NURSERY MOBILE	4	27/05/2011
CREDA	TSF42K	6.0	NURSERY MOBILE	2	27/05/2011
CREDA	TSF32K	4.8	NURSERY MOBILE	3 .	27/05/2011

Property Number: 0730

Name / Address: Cockshutt C.E. (Controlled) Primary School

Surveyor: Steve Carpenter

Cockshutt Ellesmere Shropshire SY12 0JE

Tel: 01939 270616

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	MOBILE	4	19/05/2011
CREDA	TSF24K	3.4	CORRIDOR	5	19/05/2011
CREDA	TSF42K	6.0	MOBILE	1	19/05/2011
CREDA	TSF42K	6.0	MOBILE	3	19/05/2011
CREDA	TSF42K	6.0	MOBILE	2	19/05/2011

Name / Address: Condover C.E. Primary School Condover Shrewsbury SY5 7AA Tel: 01743/872108

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	AB81	12.0	CLASSROOM	3	30/08/2011
CREDA	ABA81	12.0	CLASSROOM	2	30/08/2011
CREDA	SAB 48	6.0	GP AREA	1 ,	30/08/2011

Property Number: 0770

Name / Address: Christ Church C.E. Primary School Sheinton Road Cressage Shrewsbury SY5 600F0/540000

Tel: 01952/510383

Surveyor: Paul Spencer

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF 42	6.0	MOBILE 1	4	19/07/2011
CREDA	TSF 42	6.0	MOBILE 1	5	19/07/2011
CREDA	TSF42	6.0	MOBILE 2	3	19/07/2011
CREDA	TSF42	6.0	MOBILE 2	2	19/07/2011

Name / Address: Dorrington C.E. Primary School Church Road Dorrington Shrewsbury SY5 7JL Tel: 01743/718462

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	CLASS 2	13	23/09/2011
CREDA	TSF42K	6.0	CLASS 2	14	23/09/2011
CREDA	TSF42	6.0	MOBILE 2	9	23/09/2011
CREDA	TSF42	6.0	MOBILE 2	8	23/09/2011
CREDA	TSF42	6.0	MOBILE 1	7	23/09/2011
CREDA	TSF42	6.0	MOBILE 1	6	23/09/2011
CREDA	TSF32K	4.8	HALL	12	23/09/2011
CREDA	TSF42K	6.0	ENTRANCE	10	23/09/2011
CREDA	TSF32K	4.8	HALL	11	23/09/2011

Name / Address: Ellesmere Primary School Elson Road Ellesmere Shropshire SY12 0BE Tel.: 01691 622288

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	NURSERY MOBILE	4	15/02/2011
CREDA	TSF42K	6.0	LIBRARY	14	15/02/2011
CREDA	TSF42K	6.0	LIBRARY PASSAGE	15	16/02/2011
CREDA	TSF42	6.0	NURSERY MOBILE	5	15/02/2011
CREDA	TSF42K	6.0	MOBILE 3	16	16/02/2011
CREDA	TSF24	3.4	NURSERY DEMOUNTABLE	1	15/02/2011
CREDA	TSF24	3.4	LIBRARY ENTRANCE	13	15/02/2011
CREDA	TSF32	4.8	NURSERY DEMOUNTABLE	3	15/02/2011
CREDA	TSF42	6.0	MOBILE 2	9	15/02/2011
CREDA	TSF42	6.0	MOBILE 2	10	15/02/2011
CREDA	TSF42	6.0	MOBILE 2	11	15/02/2011
CREDA	TSF42K	6.0	RECEPTION MOBILE	19	16/02/2011
CREDA	TSF42K	6.0	RECEPTION MOBILE	20	16/02/2011
CREDA	TSF42K	6.0	MOBILE 3	18	16/02/2011
CREDA	TSF42K	6.0	MOBILE 3	17	16/02/2011
CREDA	TSF42	6.0	MOBILE 2	12	15/02/2011

Name / Address: Farlow C.E. Primary School

Farlow Cleobury Mortimer Kidderminster, Worcestershire DY14 0RQ

Tel: 01746/718661

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32K	4.8	CLASSROOM	5	11/07/2011
CREDA	TSF42K	6.0	CLASSROOM	8	11/07/2011
CREDA	TSF32K	4.8	GP AREA	7	11/07/2011
CREDA	TSF42K	6.0	CLASSROOM	9	11/07/2011
CREDA	TSR12CW	1.8	STAFF ROOM	10	11/07/2011
CREDA	TSF32K	4.8	CLASSROOM	6	11/07/2011
CREDA	TSR12CW	1.8	OFFICE	12 .	11/07/2011
CREDA	TSR12CW	1.8	STAFF ROOM	11	11/07/2011
		······································			

Property Number: 0940

Name / Address: Gobowen Primary School School Lane Gobowen Oswestry Shropshire SY11 3LD

Tel: 01691/661343

Surveyor: Steve Carpenter

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	MOBILE SURE START	7	16/07/2010
CREDA	TSF42K	6.0	MOBILE NURSERY	9	16/07/2010
CREDA	TSF32	4.8	MOBILE	2	16/07/2010
CREDA	TSF32	4.8	MOBILE	3	16/07/2010
CREDA	TSF42	6.0	MOBILE	1	16/07/2010
CREDA	TSF42K	6.0	MOBILE SURE START	6	16/07/2010
CREDA	TSF42K	6.0	SURE START MOBILE	5	16/07/2010
CREDA	TSF42K	6.0	MOBILE NURSERY	8	16/07/2010
CREDA	TSF32	4.8	MOBILE	4	16/07/2010

Name / Address: St Thomas & St Annes C.E. Primary School

Hanwood Shrewsbury SY5 8JN

Tel: 01743/860400

Surveyor: Tom Swan

Surveyor: Paul Spencer

Property	Number: 1020	Na	me / Address: Hinstock Primary School		Surveyor: Paul Spencer	
CREDA	TSF42	6.0	MOBILE	2	18/07/2011	
CREDA	TSF42	6.0	MOBILE	1	18/07/2011	
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	

Hinstock

Market Drayton Shropshire TF9 2TE

Tel: 01952/550220

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
UNIDARE	R15	15.0	DEMOUNTABLE	1	05/05/2010
UNIDARE	R15	15.0	DEMOUNTABLE	2	05/05/2010

Property Number: 1030

Model

TSF42

TSF42

Manufacturer

CREDA

CREDA

Rating KW

6.0

6.0

Name / Address: Hodnet Primary School

Shrewsbury Street Hodnet

Market Drayton Shropshire

TF9 3NS

MOBILE NURSERY

MOBILE NURSERY

Location

Tel: 01630/685300

Unit No.	Last Inspection Date.
2	11/06/2010
1	11/06/2010

Property	Number:	1110

Name / Address: Hopton Wafers C.E. (Controlled) Primary School

Surveyor: Cameron Le Gallia-Pound

Hopton Wafers Cleobury Mortimer Kidderminster DY14 0NA Tel: 01299 270430

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	CLASSROOM 1	6	07/09/2011
CREDA	TSF42	6.0	MOBILE	5	07/09/2011
CREDA	TSF42K	6.0	CLASSROOM 1	7	07/09/2011
CREDA	TSF24K	3.4	CLASSROOM 2	8	07/09/2011
CREDA	TSF24K	3.4	CORRIDOR	11	07/09/2011
CREDA	TSF42	6.0	DEMOUNTABLE	4	07/09/2011
CREDA	TSF24K	3.4	CLASSROOM 2	9	07/09/2011

Surveyor: Steve Carpenter

Name / Address: Ifton Heath Primary School Overton Road St Martins Oswestry Shropshire SY11 3DH Tel: 01691/773494

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	INFANTS MOBILE	6	30/09/2010
CREDA	SAB81	13.2	INFANTS MOBILE	1	30/09/2010
CREDA	SAB54	8.5	INFANTS MOBILE	2	30/09/2010
CREDA	TSF42	6.0	INFANTS MOBILE	4	30/09/2010
CREDA	TSF24	3.4	INFANTS MOBILE	9	30/09/2010
CREDA	TSF24	3.4	INFANTS MOBILE	10	01/10/2010
CREDA	TSF42	6.0	INFANTS MOBILE	7	30/09/2010
CREDA	TSF42	6.0	INFANTS MOBILE	5	30/09/2010
CREDA	TSF42	6.0	INFANTS MOBILE	3	30/09/2010
CREDA	TSF42K	6.0	INFANTS MOBILE	11	01/10/2010
CREDA	TSF42	6.0	INFANTS MOBILE	8	30/09/2010
CREDA	TSF32K	4.8	INFANTS MOBILE	13	01/10/2010
CREDA	TSF32K	4.8	SURE START MOBILE	17	01/10/2010
CREDA	TSF32K	4.8	SURE START MOBILE	16	01/10/2010
CREDA	TSF32K	4.8	SURE START MOBILE	15	01/10/2010
CREDA	TSF24K	3.4	SURE START MOBILE	14	01/10/2010
CREDA	TSF42K	6.0	INFANTS MOBILE	12	01/10/2010

Properf	v Number:	1160

Name / Address: Kinlet C.E. Primary School

Surveyor: Cameron Le Gallia-Pound

Kinlet
Bewdley
Worcestershire
DY12 3BG
Tel: 01299 841210

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	HALL MOBILE	10	21/06/2011
CREDA	TSF42K	6.0	CLASSRO0M 2	13	21/06/2011
CREDA	TSF42K	6.0	CLASSROOM 2	14	22/06/2011
CREDA	TSF32K	4.8	CORRIDOR	15	22/06/2011
CREDA	TSF42	6.0	NURSERY MOBILE	6	21/06/2011
CREDA	TSF32	4.8	HALL MOBILE	7	21/06/2011
CREDA	TSF42K	6.0	RECEPTION CLASSRM	11	21/06/2011
CREDA	TSF32	4.8	HALL MOBILE	9	21/06/2011
CREDA	TSF42K	6.0	CLASSROOM 1	16	22/06/2011
CREDA	TSF24K	3.4	COMPUTER ROOM	12	21/06/2011
CREDA	TSF32	4.8	HALL MOBILE	8	21/06/2011
CREDA	TSF42	6.0	NURSERY MOBILE	5	21/06/2011

Name / Address: Kinnerley C.E. (Controlled) Primary School Kinnerley

Oswestry Shropshire SY10 8DF

Tel: 01691/682289

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	SAB70	11.2	CLASSROOM	4	20/07/2010
CREDA	TSF42	6.0	MOBILE	11	20/07/2010
CREDA	SAB70	11.2	CLASSROOM	5	20/07/2010
CREDA	SAB70	11.2	CLASSROOM	3	20/07/2010
CREDA	SAB70	11.2	CLASSROOM	2	20/07/2010
CREDA	CARIBEAN	1.8	HALL	8	20/07/2010
CREDA	SAB99	14.4	HALL	7	20/07/2010
CREDA	SAB70	11.2	CLASSROOM	6	20/07/2010
CREDA	SAB70	11.2	CLASSROOM	1	20/07/2010
CREDA	TSF42	6.0	MOBILE	10	20/07/2010

Property Number: 1200

Name / Address: Longden C.E. Primary School
Plealey Road
Longden
Shrewsbury
SYS 8EX

Tel: 01743/860480

Surveyor: Tom Swan

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
		v			·
CREDA	SAB61	9.8	ASSEMBLY HALL	8	21/07/2010
CREDA	SAB99	14.4	CLASSROOM	2	21/07/2010
CREDA	SAB99	14.4	CLASSROOM	3	21/07/2010
CREDA	SAB99	14.4	CLASSROOM	1	21/07/2010
CREDA	SAB99	14.4	CLASSROOM	7	21/07/2010
CREDA	ABA	14.4	CLASSROOM	4	21/07/2010
CREDA	AB99	14.4	CLASSROOM	6	21/07/2010

Name / Address: Longnor C.E. Primary School Frodesley Road Longnor Shrewsbury SY5 7PP Tel: 01743/718493

Surveyor: Tom Swan

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	MOBILE CLASSROOM	5	18/07/2011
CREDA	TSF32	4.8	MOBILE CLASSROOM	6	18/07/2011
CREDA	TSF32	4.8	MOBILE HALL	4	18/07/2011
CREDA	TSF32	4.8	MOBILE HALL	3	18/07/2011
CREDA	TSF32	4.8	MOBILE HALL	2	18/07/2011

Property Number: 1220

Name / Address: Lower Heath C.E. (Controlled) Primary School Lower Heath

Prees Shropshire SY13 2BT

Tel: 01948/840524

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE 2	3	11/06/2010
CREDA	TSF42	6.0	MOBILE 1	2	11/06/2010
CREDA	TSF42	6.0	MOBILE 2	4	11/06/2010
CREDA	TSF42	6.0	MOBILE 1	1	11/06/2010

Property	Number:	1240
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Name / Address: Ludlow Infant School Sandpits Road Ludlow Shropshire SY8 1HG

Tel: 01584/872765

Surveyor:	Cameron	Le Gallia-Pound
Out to joi.	O 41110101	

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32K	4.8	MOBILE 3	13	28/06/2011
CREDA	TSF32K	4.8	MOBILE 3	14	28/06/2011
CREDA .	TSF32K	4.8	MOBILE 4	15	28/06/2011
CREDA	TSF32K	4.8	LIBRARY MOBILE	16	28/06/2011
CREDA	TSF32K	4.8	MOBILE 2	11	28/06/2011
CREDA	TSF32K	4.8	MOBILE 2	12	28/06/2011
CREDA	TSF24	3.4	NURSERY MOBILE	10	28/06/2011
CREDA	TSF24	3.4	NURSERY MOBILE	9	28/06/2011
CREDA	TSF42	6.0	NURSERY MOBILE	5	28/06/2011
CREDA	TSF42	6.0	NURSERY MOBILE	6	28/06/2011

Property Number: 1310

Name / Address: Market Drayton Infant And Nursery School Longslow Road Market Drayton Shropshire TF9 3BA

Tel: 01630/652909

Surveyor: Paul Spencer

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	DEMOUNTABLE	1	11/09/2009
CREDA	TSF24	3.4	DEMOUNTABLE	7	11/09/2009
CREDA	TSF42	6.0	DEMOUNTABLE	6	11/09/2009
CREDA	TSF42	6.0	DEMOUNTABLE	5	11/09/2009
CREDA	TSF42	6.0	DEMOUNTABLE	4	11/09/2009
CREDA	TSF42	6.0	DEMOUNTABLE	2	11/09/2009
CREDA	TSF42	6.0	DEMOUNTABLE	3	11/09/2009

Name / Address: Minsterley Primary School Minsterley Shrewsbury SY5 0BE

Surveyor: Tom Swan

Tel: 01743/791398

Manufacturer	Model -	Rating KW ·	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	DEMOUNTABLE	2	19/07/2010
CREDA	TSF42	6.0	DEMOUNTABLE	1	19/07/2010

Property Number: 1365

Name / Address: Morda C.E. (Voluntary Controlled) School

Surveyor: Steve Carpenter

Morda Oswestry Shropshire SY10 9NR

Tel: 01691/652025

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	OLD MOBILE	1	17/09/2010
CREDA	TSF42	6.0	MOBILE	8	17/09/2010
CREDA	TSF42	6.0	MOBILE	7	17/09/2010
CREDA	TSF42	6.0	MOBILE	6	17/09/2010
CREDA	TSF42	6.0	MOBILE	5	17/09/2010
CREDA	TSF32	4.8	OLD MOBILE	2	17/09/2010
CREDA	TSF32	4.8	OLD MOBILE	3	17/09/2010

Property Number: 1390		Name / Add	dress: Morville C.E. Primary School	Surveyor: Paul Spencer		
			Morville Bridgnorth Shropshire WV16 4RL Tel: 01746 714219			
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF42	6.0	MOBILE NURSERY	2	15/07/2011	
CREDA	TSF 42	6.0	MOBILE NURSERY	1	15/07/2011	
Property Number: 1410		Name / Address: Much Wenlock Primary School Racecourse Lane Much Wenlock Shropshire TF13 6JG Tel: 01952 727634		Surveyor: Paul Spencer		
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF42K	6.0	NURSERY MOBILE	1	18/05/2010	
CREDA	TSF42K	6.0	NURSERY MOBILE	2	18/05/2010	
Property	Number: 1440	Name / Add	dress: Newcastle C.E. Primary School		Surveyor: Cameron Le Gallia-Pound	
			Newcastle Craven Arms Shropshire SY7 8QL Tel: 01588 640260			
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF32K	4.8	STAFF ROOM	1	24/05/2011	
CREDA	TSF24K	3.4	ENTRANCE	2	24/05/2011	

Name / Address: Newtown C.E. Primary School Newtown

Wem Shrewsbury SY4 5NU

Tel: 01939/233353

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF24K	3.4	GP ROOM	5	16/05/2011
CREDA	TSF42	6.0	CLASSROOM 1	3	16/05/2011
CREDA	TSF42	6.0	CLASSROOM 1	2	16/05/2011 ·
CREDA	TSF24K	3.4	GP ROOM	4	16/05/2011
CREDA	TSF42K	6.0	CLASSROOM 2	7	16/05/2011
CREDA	TSF42K	6.0	CLASSROOM 2	6	16/05/2011

Property Number: 1520

Name / Address: Norbury Primary School

Surveyor: Cameron Le Gallia-Pound

Norbury Bishops Castle Shropshire SY9 5EA

Tel: 01588 650207

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF24K	3.4	NURSERY MOBILE	3	06/05/2010
CREDA	TSF32	4.8	MOBILE HALL	2	06/05/2010
CREDA	TSF32	4.8	MOBILE HALL	1	06/05/2010
CREDA	TSF24K	3.4	NURSERY MOBILE	4	06/05/2010

Name / Address: Norton-in-hales C.E. (Voluntary Controlled) Primary

Sch'

Norton-in-hales Market Drayton

Tel: 01630/653084

Shropshire	
TF9 4AT	

CREDA       TSF24K       3.4       HEAD'S OFFICE       18       13/09/2011         CREDA       TSF42       6.0       MOBILE 2       10       12/09/2011         CREDA       TSF42       6.0       MOBILE 2       9       12/09/2011         DIMPLEX       FLXA 24       3.4       LIBRARY       6       12/09/2011         CREDA       TSF42K       6.0       CLASSROOM       13       12/09/2011         CREDA       TSF42       6.0       MOBILE 1       7       12/09/2011         CREDA       TSF42       6.0       MOBILE 1       8       12/09/2011         CREDA       TSF42       6.0       MOBILE 3       11       12/09/2011
CREDA       TSF42       6.0       MOBILE 2       9       12/09/2011         DIMPLEX       FLXA 24       3.4       LIBRARY       6       12/09/2011         CREDA       TSF42K       6.0       CLASSROOM       13       12/09/2011         CREDA       TSF42       6.0       MOBILE 1       7       12/09/2011         CREDA       TSF42       6.0       MOBILE 1       8       12/09/2011
DIMPLEX         FLXA 24         3.4         LIBRARY         6         12/09/2011           CREDA         TSF42K         6.0         CLASSROOM         13         12/09/2011           CREDA         TSF42         6.0         MOBILE 1         7         12/09/2011           CREDA         TSF42         6.0         MOBILE 1         8         12/09/2011
CREDA         TSF42K         6.0         CLASSROOM         13         12/09/2011           CREDA         TSF42         6.0         MOBILE 1         7         12/09/2011           CREDA         TSF42         6.0         MOBILE 1         8         12/09/2011
CREDA         TSF42         6.0         MOBILE 1         7         12/09/2011           CREDA         TSF42         6.0         MOBILE 1         8         12/09/2011
CREDA TSF42 6.0 MOBILE 1 8 12/09/2011
CREDA TSE42 6.0 MORILE 3 11 12/09/2011
ONEDA 10142 0.0 MODICE 0 11 12/03/2011
CREDA TSF42K 6.0 CLASSROOM 14 13/09/2011
CREDA TSF42 6.0 MOBILE 3 12 12/09/2011
CREDA TSF42K 6.0 NURSERY 17 13/09/2011
CREDA TSF42K 6.0 NURSERY 16 13/09/2011
CREDA TSF42K 6.0 CLASSROOM 15 13/09/2011

Property Number: 1560

Name / Address: Onny C.E. Primary School

Surveyor: Cameron Le Gallia-Pound

Surveyor: Paul Spencer

Onibury Craven Arms Shropshire SY7 9AW

Tel: 01584 856320

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32K	4.8	MOBILE NURSERY	1	23/09/2010
CREDA	TSF32K	4.8	MOBILE NURSERY	2	23/09/2010

Name / Address: Oswestry Infant School

Middleton Road

Oswestry Shropshire SY11 2LF

Tel: 01691/652810

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32K	4.8	SURE START MOBILE	8	22/07/2010
CREDA	TSF32K	4.8	SURE START MOBILE	9	22/07/2010
CREDA	TSF32K	4.8	SURE START MOBILE	10	22/07/2010
CREDA	TSF32K	4.8	SURE START MOBILE	- 11	22/07/2010
CREDA	TSF42	6.0	MAT OFFICE MOBILE	6	22/07/2010

Property Number: 1650

Name / Address: Prees C.E. (Controlled) Primary School Cross End

Prees Whitchurch

Shropshire SY13 2ER

Tel: 01948/840209

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE 2	4	22/09/2011
CREDA	TSF42	6.0	MOBILE 2	5	22/09/2011
CREDA	TSF42	6.0	MOBILE 1	2	22/09/2011
CREDA	TSF42	6.0	MOBILE 1	1	22/09/2011
CREDA	TSF24	3.4	MOBILE 2	3	22/09/2011

Name / Address: Rushbury C.E. Primary School

Surveyor: Tom Swan

Rushbury Church Stretton Shropshire SY6 7EB Tel: 01694 771233

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE	5	09/09/2011
CREDA	TSF42K	6.0	CLASSROOM 3	7	09/09/2011
CREDA	TSF24K	3.4	STAFF ROOM	10	09/09/2011
CREDA	TSF42	6.0	MOBILE	6	09/09/2011
CREDA	TSF42	6.0	MOBILE	4	09/09/2011
CREDA	TSF42	6.0	MOBILE	3	09/09/2011
CREDA	TSF42K	6.0	CLASSROOM 3	9	09/09/2011
CREDA	TSF42K	6.0	CLASSROOM 3	8	09/09/2011

Property Number: 1710		Name / Address: Selattyn C.E. Primary S		Surveyor: Steve Carpenter		
			Selattyn Oswestry Shropshire SY10 7DH Tel: 01691 659744			
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF24K	3.4	HALL	9	21/09/2011	
CREDA	TSF42	6.0	MOBILE 1	8	22/09/2011	
CREDA	TSF42	6.0	CLASSROOM	2	22/09/2011	
CREDA	TSF32	6.0	CLASSROOM	1	22/09/2011	
CREDA	TSR24ACW	3.4	GP ROOM	17	21/09/2011	
ĊREDA	TSF32K	4.8	LIBRARY	13	21/09/2011	
CREDA	TSF32K	4.8	MOBILE 2	14	21/09/2011	
CREDA	TSF42	6.0	MOBILE 1	7	22/09/2011	
HEATSTORE	HSXAF 24W	3.4	OFFICE	16	21/09/2011	
CREDA	TSF32K	4.8	MOBILE 2	15	21/09/2011	
CREDA	TSF24K	3.4	HALL	10	21/09/2011	
CREDA	TSF24K	3.4	HALL	11	21/09/2011	
CREDA	TSF24K	3.4	HALL MOBILE	12	21/09/2011	
Property	Number: 1730	Name /	Address: Shawbury Primary School Church Road Shawbury Shropshire SY4 4JR Tel: 01939/250323		Surveyor: Paul Spencer	
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF32K	4.8	NURSERY MOBILE	3	19/05/2011	

6

5

19/05/2011

19/05/2011

19/05/2011

NURSERY MOBILE

NURSERY MOBILE

NURSERY MOBILE

CREDA

CREDA

CREDA

TSF42K

TSF42K

TSF32K

6.0

6.0

4.8

Property	Number: 1740	Name i	Address: Sheriffhales Primary School		Surveyor: Paul Spencer	
			Sheriffhales Shifnal Shropshire TF11 8RA Tel : 01952 460204			
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF42	6.0	MOBILE NO 2	5	20/09/2011	
CREDA	TSF42	6.0	MOBILE 2	6	20/09/2011	
CREDA	TSF42	6.0	MOBILE 1	7	20/09/2011	
CREDA	TSF24K	3.4	HEAD'S OFFICE	15	19/09/2011	
CREDA	TSF24K	3.4	STAFF ROOM	16	19/09/2011	
CREDA	TSF24K	3.4	OFFICE	17	19/09/2011	
CREDA	TSF42K	6.0	CLASSROOM	14	19/09/2011	
CREDA	TSF42K	6.0	CLASSROOM	13	19/09/2011	
CREDA	TSF42K	6.0	CLASSROOM	12	19/09/2011	
CREDA	TSF42K	6.0	CLASSROOM	11	19/09/2011	

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Property Number: 1790

TSF42K

TSF42

6.0

6.0

CREDA

CREDA

Name / Address: Shifnal Primary School Currier's Lane Shifnal Shropshire TF11 8EJ Tel: 01952/460500

CLASSROOM

MOBILE 2

Surveyor: Paul Spencer

19/09/2011

19/09/2011

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	NURSERY MOBILE	1 .	13/09/2011
CREDA	TSF24K	3.4	AFTER SCHOOL MOBILE	5	13/09/2011
CREDA	TSF42K	6.0	AFTER SCHOOL MOBILE	6	13/09/2011
CREDA	TSF24K	3.4	AFTER SCHOOL MOBILE	4	13/09/2011
CREDA	TSF42	6.0	NURSERY MOBILE	3	13/09/2011
CREDA	TSF42	6.0	NURSERY MOBLIE	2	13/09/2011

Property Number: Touc	Property	Number:	1800
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Name / Address: Belvidere Primary School

Tenbury Drive Telford Estate

Telford Estat Shrewsbury SY2 5YB

Tel: 01743/365211

Surveyor: Steve Carpenter

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	MOBILE	1	08/07/2010
CREDA	TSF32	4.8	MOBILE	2	08/07/2010

Property Number: 1805

Model

TSF42

TSF42

TSF42

TSF42

TSF32K

TSF32K

Rating KW

6.0

6.0

6.0

6.0

4.8

4.8

Manufacturer

CREDA

CREDA

CREDA

CREDA

CREDA

CREDA

Name / Address: The Martin Wilson School

New Park Road, Castlefields

Shrewsbury SY1 2SP

SURE START MOBILE

SURE START MOBILE

Tel: 01743 236520

Location	Unit No.	Last Inspection Date.
MOBILE	1	17/05/2011
MOBILE	4	17/05/2011
MOBILE	2	17/05/2011
MOBILE	3	17/05/2011

6

5

17/05/2011

17/05/2011

Name / Address: Coleham Primary School Greyfriars Road Shrewsbury SY3 7EN

Tel: 01743/362668

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF32K	4.8	MOBILE	5	09/06/2010	
CREDA	TSF32K	4.8	MOBILE	4	09/06/2010	
CREDA	TSF32K	4.8	MOBILE	6	09/06/2010	
CREDA	TSF32K	4.8	MOBILE	3	09/06/2010	

Property Number: 1865

Name / Address: Greenfields Primary School Hemsworth Way Ellesmere Road Shrewsbury SY1 2AH Tel: 01743/236397

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE	2	22/09/2010
CREDA	TSF24	3.4	MOBILE	3	22/09/2010
CREDA	TSF42	6.0	MOBILE	4	22/09/2010
CREDA	TSF42	6.0	MOBILE	1	22/09/2010
CREDA	TSF42	6.0	MOBILE	5	22/09/2010

Propert	v Number:	1870

Name / Address: Harlescott Junior School

Featherbed Lane Shrewsbury Shropshire SY1 4QN

Tel: 01743 462087

Surveyor: Steve Carpenter

Surveyor: Steve Carpenter

18/05/2011

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Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	SAB99	14.4	MOBILE BREAK AREA	3	05/07/2010	
CREDA	TSF24K	3.4	MOBILE COMPUTER RM	13	05/07/2010	
CREDA	TSF24K	3.4	MOBILE MEETING RM	4	05/07/2010	
CREDA	SAB99	14.4	MOBILE 1	2	05/07/2010	

Property Number: 1871

TSF42

6.0

**CREDA** 

Name / Address: Harlescott Tuition, Medical & Behaviour Support

Service

Featherbed Lane Shrewsbury Shropshire SY1 4QN

Tel: 01743 460252

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF24K	3.4	MOBILE CLASS 3	9	18/05/2011
CREDA	TSF24K	3.4	MOBILE CLASS 4	10	18/05/2011
CREDA	TSF42	6.0	MOBILE CLASS 4	11	18/05/2011
CREDA	TSF42	6.0	MOBILE CLASS 2	5	18/05/2011
CREDA	HSAT18W	2.7	MOBILE CLASS 1	8	18/05/2011
CREDA	TSF42	6.0	MOBILE CLASS 3	12	18/05/2011
CREDA	TSF42	6.0	MOBILE CLASS 2	7	18/05/2011

MOBILE CLASS 2

Name / Address: The Grange Infant & Nursery School
Bainbridge Green
Shrewsbury
Shropshire
SY1 3QR

Tel: 01743 351930

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	NURSERY MOBILE	5	22/09/2010
CREDA	TSF32K	4.8	NURSERY MOBILE	4	22/09/2010
CREDA	TSF32K	4.8	NURSERY MOBILE	3	22/09/2010
CREDA	TSF42	6.0	NURSERY MOBILE	2	22/09/2010

Property Number: 1940

Name / Address: Meole Brace C.E. Infant School Church Road Meole Brace

Shrewsbury SY3 9HG Tel: 01743/233418

Surveyor: Tom Swan

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE NO 1	3	19/07/2010
CREDA	TSF42	6.0	MOBILE NO 1	1	19/07/2010
CREDA	TSF42	6.0	MOBILE NO 1	2	19/07/2010

	Pro	perty	Number:	1995
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Name / Address: Radbrook Primary School Bank Farm Road Shrewsbury SY3 6DU

Tel: 01743/232895

Surveyor: Tom Swan

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	MOBILE	2	24/09/2010
CREDA	TSF24	3.4	MOBILE	3	24/09/2010
CREDA	TSF32	4.8	MOBILE	4	24/09/2010
CREDA	TSF32	4.8	MOBILE	5	24/09/2010
CREDA	TSF32	4.8	MOBILE	1	24/09/2010

Property Number: 2000

Name / Address: St George's Junior School Woodfield Road Copthorne Shrewsbury SY3 8LU

Tel: 01743/357133

Surveyor: Tom Swan

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	SAB99	14.4	MOBILE	1	27/09/2010
CREDA	SAB99	14.4	MOBILE	2	27/09/2010

Property	Number:	2060
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Name / Address: Sundorne Infant School Corndon Crescent

Shrewsbury Shropshire SY1 4LE Tel: 01743 362519

Surveyor: Steve	Carpenter
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Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF24K	3.4	BUTTERCUP MOBILE	6	24/09/2010
CREDA	TSF24K	3.4	BUTTERCUP MOBILE	5	24/09/2010
CREDA	TSF24K	3.4	BUTTERCUP MOBILE	7	24/09/2010
CREDA	TSF24K	3.4	BUTTERCUP MOBILE	8	24/09/2010

Property Number: 2150

Name / Address: Stoke-on-tern Primary School Rosehill Rd Stoke Heath Market Drayton Shropshire TF9 2LF

Tel: 01630 638332

Surveyor: Paul Spencer

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE	1	09/09/2011
CREDA	TSF42	6.0	MOBILE	2	09/09/2011

Prope	artic N	drami	hor	217	Ω

Name / Address: Stottesdon C.E. Primary School

Surveyor: Cameron Le Gallia-Pound

Stottesdon Cleobury Mortimer Shropshire DY14 8UE Tel: 01746 718617

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32K	4.8	HALL CLASSROOM	10	23/06/2011
CREDA	TSF32K	4.8	GP ROOM	16	23/06/2011
CREDA	TSF42K	6.0	GARDEN ROOM	17	23/06/2011
CREDA	TSF42K	6.0	HALI.	12	23/06/2011
CREDA	TSF32K	4.8	HALL CLASSROOM	11	23/06/2011
CREDA	TSF42K	6.0	HALL	13	23/06/2011
CREDA	TSF42K	6.0	MOBILE 2	7	17/06/2010
CREDA	TSF24	3.4	CORRIDOR	8	22/06/2011
CREDA	TSF24K	3.4	CORRIDOR	9	22/06/2011
CREDA	TSF24K	3.4	CHILDRENS CENTRE	15	23/06/2011
CREDA	TSF24K	3.4	CHILDRENS CENTRE	14	23/06/2011
CREDA	TSF42K	6.0	MOBILE 2	6	22/06/2011
CREDA	TSF42	6.0	MOBILE NO 1	3	22/06/2011
CREDA	TSF42	6.0	MOBILE NO 1	4	22/06/2011

Name / Address: St Lucia's C.E. (Controlled) Primary School Upton Magna Shrewsbury SY4 4TZ

Tel: 01743/709652

Surveyor: Paul Spencer

Manufacturer Mode	I Rating KW	Location	Unit No.	Last Inspection Date.
CREDA TSF3	2 4.8	MOBILE	4	22/06/2010
CREDA TSF3	2 4.8	MOBILE	1	22/06/2010
CREDA TSF4	2 6.0	MOBILE NURSERY	5	22/06/2010
CREDA TSF4	2 6.0	MOBILE NURSERY	6	22/06/2010
CREDA TSF3	2 4.8	MOBILE	2	22/06/2010
CREDA TSF3	2 4.8	MOBILE	3	22/06/2010

Property Number: 2840

Name / Address: Welshampton C.E. Primary School Stocks Lane Welshampton Ellesmere Shropshire SY12 0PG

Tel: 01948 710325

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	CLASSROOM	11	25/06/2010
CREDA	TSF42K	6.0	CLASSROOM	8	25/06/2010
CREDA	TSF42K	6.0	CLASSROOM	10	25/06/2010
CREDA	TSF24K	3.4	CLASSROOM	7	25/06/2010
CREDA	TSF42K	6.0	CLASSROOM	6	25/06/2010
CREDA	TSF42K	6.0	CLASSROOM	9	25/06/2010
CREDA	TSF42K	6.0	CLASSROOM	12	25/06/2010

Property Number: 285	)
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Name / Address: St Peter's C.E. (Controlled) Primary School Shrubbery Gardens
Wem
Shrewsbury
SY4 5BX
Tel: 01939/232292

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	NURSERY MOBILE	7	17/02/2011
CREDA	TSF42	6.0	NURSERY MOBILE	6	17/02/2011
CREDA	TSF42	6.0	NURSERY MOBILE	5	17/02/2011
CREDA	TSF42	6.0	NURSERY MOBILE	4	17/02/2011

Property Number: 2870

Name / Address: St Mary's C.E. Primary, School

Surveyor: Tom Swan

Westbury Shrewsbury Shropshire SY5 9QX Tel: 01743 884411

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE NO 1	1	01/07/2010
CREDA	TSF42	6.0	MOBILE NO 1	2	01/07/2010

Name / Address: West Felton C.E. (Controlled) Primary School West Felton

West Felton Oswestry Shropshire SY11 4JR

Tel: 01691/610388

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	HALL	16	30/06/2010
CREDA	TSF42K	6.0	CLASS 1	12	29/06/2010
CREDA	TSF42K	6.0	CLASS 1	13	29/06/2010
CREDA	TSF24K	3.4	ENTRANCE	20	30/06/2010
CREDA	TSF42K	6.0	HALL	15	30/06/2010
CREDA	TSF24K	3.4	REAR ENTRANCE	17	30/06/2010
CREDA	TSF42K	6.0	CLASS 2	18	30/06/2010
CREDA	TSF42	6.0	DEMOUNTABLE	8	29/06/2010
CREDA	TSF42K	6.0	GP AREA	14	30/06/2010
CREDA	TSF42	6.0	DEMOUNTABLE	7	29/06/2010
CREDA	TSF42	6.0	DEMOUNTABLE	10	29/06/2010
CREDA	TSF42	6.0	DEMOUNTABLE	11	29/06/2010
CREDA	TSF32K	4.8	STAFF ROOM	21	30/06/2010
CREDA	TSF42K	6.0	CLASS 2	19	30/06/2010

Property Number: 2890

Name / Address: Weston Lullingfields C.E. (Controlled) Primary School

Surveyor: Steve Carpenter

Weston Lullingfields Shrewsbury Shropshire SY4 2AW

Tel: 01939 260306

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
DIMPLEX	FXL 24N	3.4	ANNEXE	8	19/07/2011
CREDA	TSF24	3.4	CORRIDOR	4	19/07/2011
CREDA	TSF 42	6.0	CLASSROOM 1	5	19/07/2011
CREDA	TSF 42	6.0	CLASSROOM 1	6	19/07/2011
CREDA	TSF 42	6.0	CLASSROOM 1	7	19/07/2011

Name / Address: Weston Rhyn Primary School Weston Rhyn

Oswestry Shropshire SY10 7SR

Tel: 01691/773429

Surveyor: Steve Carpenter

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	NURSERY MOBILE	4	25/03/2011
CREDA	TSF42	6.0	NURSERY MOBILE	2	25/03/2011
CREDA	TSF42K	6.0	NURSERY MOBILE	3	25/03/2011
CREDA	TSF42	6.0	NURSERY MOBILE	1	25/03/2011

Property Number: 2920

Name / Address: Whitchurch C.E. (Controlled) Junior School Salisbury Road Whitchurch

Shropshire SY13 1RX Tel: 01948 662255

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	MOBILE	7	11/01/2011
CREDA	TSF42K	6.0	MOBILE	4	11/01/2011
CREDA	TSF24K	3.4	MOBILE	9	11/01/2011
CREDA	TSF42K	6.0	MOBILE	1	11/01/2011
CREDA	TSF42K	6.0	MOBILE	2	11/01/2011
CREDA	TSF42K	6.0	MOBILE	8 .	11/01/2011
CREDA	TSF42K	6.0	MOBILE	3	11/01/2011

Name / Address: Whixall C.E. (Controlled) Primary School
Whixall
Whitchurch
Shropshire
SY13 2SB

Tel: 01948/880330			

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	SAB99	14.4	NURSERY MOBILE	4	07/07/2010
CREDA	SAB99	14.4	CLASSROOM	3	07/07/2010
CREDA	SAB54	8.5	HALL	2	07/07/2010
CREDA	SAB54	8.5	HALL	1	07/07/2010
CREDA	TSF 42	6.0	MOBILE 3	15	06/07/2010
CREDA	TSF42	6.0	MOBILE 3	14	06/07/2010
CREDA	TSF42	6.0	STAFF MOBILE	11	06/07/2010
CREDA	TSF24	3.4	NURSERY MOBILE	5	07/07/2010
CREDA	TSF42	6.0	MOBILE 4	12	06/07/2010
CREDA	TSF42	6.0	MOBILE 2	10	06/07/2010
CREDA	TSF42	6.0	MOBILE 2	9	06/07/2010
CREDA	TSF42	6.0	MOBILE 1	8	06/07/2010
CREDA	TSF42	6.0	MOBILE 1	7	07/07/2010
CREDA	TSF32	4.8	NURSERY MOBILE	6	07/07/2010
CREDA	TSF42	6.0	MOBILE 4	13	06/07/2010

Property Number: 2950	Pro	nertv	Number	2950
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Name / Address: Wistanstow C.E. Primary School

Surveyor: Cameron Le Gallia-Pound

Surveyor: Paul Spencer

Wistanstow Craven Arms Shropshire SY7 8DQ

Tel: 01588 673347

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	MOBILE	6	16/09/2011
CREDA	TSF42K	6.0	LIBRARY	10	16/09/2011
CREDA	TSF42K	6.0	CLASS 1	11	16/09/2011
CREDA	TSF42K	6.0	CLASS 1	13	16/09/2011
CREDA	TSF42K	6.0	CLASS 2	14	16/09/2011
CREDA	TSF42K	6.0	CLASS 2	16	16/09/2011
CREDA	TSF24	3.4	ENTRANCE	17	16/09/2011
CREDA	TSF42K	6.0	ENTRANCE	18	16/09/2011
CREDA	TSF42K	6.0	HALL	8	16/09/2011
CREDA	TSF42K	6.0	HALL	9	16/09/2011

Property Number: 2980

Name / Address: Worfield Endowed C.E. Primary School Main Street

Worfield

Bridgnorth Shropshire WV15 5LF

Tel: 01746 716606

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	DEMOUNTABLE	2	20/06/2011
CREDA	TSF32	4.8	DEMOUNTABLE	1	20/06/2011
CREDA	TSF32	4.8	DEMOUNTABLE	5	20/06/2011
CREDA	TSF32	4.8	DEMOUNTABLE	3	20/06/2011
CREDA	TSF32	4.8	DEMOUNTABLE	4	20/06/2011

Name / Address: The Community College Brampton Road Bishops Castle Shropshire SY9 5AY Tel: 01588/638257

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	6TH FORM MOBILE	11	07/03/2011
CREDA	TSF32	4.8	6TH FORM MOBILE	13	07/03/2011
CREDA	TSF32	4.8	6TH FORM MOBILE	12	07/03/2011
CREDA	TSF 42	6.0	COMMUNITY MOBILE	2	07/03/2011
CREDA	TSF32	4.8	MOBILE F2	10	07/03/2011
CREDA	TSF32	4.8	MOBILE F2	9	07/03/2011
CREDA	TSF42	6.0	MOBILE F1	7	07/03/2011
CREDA	SAB99	14.4	COMMUNITY MOBILE	1	07/03/2011
CREDA	TSF42	6.0	MOBILE F1	8	07/03/2011

Name / Address: Bridgnorth Endowed School Northgate Bridgnorth Shropshire WV16 4ER Tel: 01746/762103

Surveyor: Paul Spencel	
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Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE D56	2	21/12/2010
CREDA	TSF42	6.0	MOBILE H57	3	21/12/2010
ÇREDA	TSF42	6.0	MOBILE H57	4	21/12/2010
CREDA	TSF42	6.0	MOBILE H55	5	21/12/2010
CREDA	TSF42	6.0	MOBILE H55	6	21/12/2010
CREDA	TSF42	6.0	MOBILE 55	7	21/12/2010
CREDA	TSF42	6.0	MOBILE H59	10	21/12/2010
CREDA	TSF42	6.0	MOBILE H59	11	20/12/2010
CREDA	TSF42	6.0	MOBILE H58	12	20/12/2010
CREDA	TSF42	6.0	MOBILE H58	13	20/12/2010
CREDA	TSF42	6.0	MOBILE H60	14	20/12/2010
CREDA	TSF42	6.0	MOBILE H60	15	20/12/2010
CREDA	TSF24	3.6	MOBILE 60/61 OFFICE	16	20/12/2010
CREDA	TSF42	6.0	MOBILE 61	17	20/12/2010
CREDA	TSF42	6.0	MOBILE 61	18	20/12/2010
CREDA	TSF42	6.0	DEMOUNTABLE D56	1	21/12/2010
CREDA	TSF32	4.8	MOBILE H54	9	20/12/2010
CREDA	TSF32	4.8	MOBILE H54	8	21/12/2010

Name / Address: Oldbury Wells School (East)
Oldbury Wells
Bridgnorth
Shropshire
WV16 5JD

Tel: 01746/765454

Surveyor: Paul Spencer

Surveyor: Paul Spencer

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE	2	14/02/2011
CREDA	TSF42	6.0	MOBILE	3	14/02/2010
CREDA	TSF42	6.0	MOBILE D2	1	14/02/2011
CREDA	TSF42	6.0	MOBILE	4	14/02/2010
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Property Number: 3190

Name / Address: Oldbury Wells School (West)
Oldbury Wells
Bridgnorth
Shropshire
WV16 5JD

Tel: 01746/765454

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE	1	26/01/2011
CREDA	TSF42	6.0	MOBILE	2	26/01/2011
CREDA	TSF42	6.0	MOBILE	3	26/01/2011
CREDA	TSF42	6.0	MOBII F	4	26/01/2011

Name / Address: Lacon Childe School

Love Lane

Cleobury Mortimer Shropshire DY14 8PE

Tel: 01299/270312

Surveyor: Cameron Le Gallia-Pound

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE 28	1	06/10/2010
CREDA	TSF42	6.0	MOBILE 28	2	06/10/2010
CREDA	SAB99	14.4	MOBILE 29	3	06/10/2010
CREDA	SAB99	14.4	MOBILE 32	4	06/10/2010
CREDA	SAB99	13.1	MOBILE 32	5	06/10/2010

Property Number: 3500

Name / Address: Rhyn Park School and Performance Arts College

Surveyor: Steve Carpenter

St Martins Oswestry Shropshire SY10 7BD

Tel: 01691 776500

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	ABM53	7.8	SCIENCE ROOM 3	3	29/03/2011
CREDA	TSF32	4.8	SCIENCE ROOM 4	9	29/03/2011
CREDA	ABM53	7.8	SCIENCE ROOM 3	4	29/03/2011
CREDA	ABM961	9.1	SCIENCE ROOM 2	5	29/03/2011
CREDA	TSF24	3.4	SCIENCE ROOM 4	7	29/03/2011
CREDA	TSF32	4.8	SCIENCE ROOM 4	8	29/03/2011
CREDA	TSF32	4.8	SCIENCE ROOM 4	10	29/03/2011

Name / Address: Idsall School Coppice Green Lane Shifnal Shropshire TF11 8PD

Tel: 01952/468400

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE L3	11	30/03/2011
CREDA	TSF42	6.0	MOBILE L4	12	30/03/2011
CREDA	TSF42	6.0	MOBILE L4	13	30/03/2011
CREDA	TSF42	6.0	MOBILE L3	10	30/03/2011
CREDA	TSF32	4.8	MOBILE T19	9	30/03/2011
CREDA	TSF32	4.8	MOBILE T18	8	30/03/2011
CREDA	TSF32	4.8	MOBILE T18	7	30/03/2011
CREDA	TSF42	6.0	DEMOUNTABLE C9	6	30/03/2011
CREDA	TSF42	6.0	DEMOUNTABLE C9	5	30/03/2011
CREDA	TSF42	6.0	MOBILE C8	4	30/03/2011
CREDA	TSF42	6.0	MOBILE C8	3	30/03/2011

Property Number: 3550

Name / Address: The Priory School, a Business and Enterprise College Longden Road Shrewsbury SY3 9EE

Tel: 01743 284000

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE D1	3	04/03/2011
CREDA	SAB99	14.4	MOBILE D4	2	04/03/2011
CREDA	TSF42	6.0	MOBILE D1	4	04/03/2011
CREDA	TSF42	6.0	MOBILE D2	6	04/03/2011
CREDA	TSF42	6.0	MOBILE D3	7	04/03/2011
CREDA	TSF42	6.0	MOBILE D3	8	04/03/2011
CREDA	SAB99	14.4	MOBILE D5	1	04/03/2011
CREDA	TSF42	6.0	MOBILE D2	5	04/03/2011

Surveyor: Paul Spencer

Surveyor: Tom Swan

Name / Address: Belvidere School

Crowmere Road Shrewsbury Shropshire SY2 5LA

Tel: 01743 235073

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42	6.0	MOBILE 38	6	30/07/2009
CREDA	TSF42	6.0	MOBILE 38	5	30/07/2009
CREDA	TSF42	6.0	MOBILE 36	1	30/07/2009
CREDA	TSF42	6.0	MOBILE 37	4	30/07/2009
CREDA	TSF42	6.0	MOBILE 37	3	30/07/2009
CREDA	TSF42	6.0	MOBILE 39	7	30/07/2009
CREDA	TSF42	6.0	MOBILE 39	8	30/07/2009
CREDA	TSF42	6.0	MOBILE 36	2	30/07/2009

Property Number: 3620

Name / Address: Grange School and Arts College Worcester Road Harlescott

Worcester Ro Harlescott Shrewsbury Shropshire SY1 3LP

Tel: 01743 445493

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	DRAMA MOBILE	7	14/01/2011
CREDA	TSF42	6.0	DRAMA MOBILE	6	14/01/2011
CREDA	TSF42	6.0	DRAMA MOBILE	5	14/01/2011
CREDA	TSF42	6.0	DRAMA MOBILE	3	14/01/2011

Property Number: 36	340
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Name / Address: Meole Brace School Science College Longden Road Meole Brace

Shrewsbury Shropshire SY3 9DW Tel: 01743 235961

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hire			

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF42	6.0	MOBILE	10	04/10/2010	
CREDA	TSF42	6.0	MOBILE CORRIDOR	5	04/10/2010	
CREDA	TSF42	6.0	MOBILE	7	04/10/2010	
CREDA	TSF42	6.0	MOBILE CORRIDOR	6	04/10/2010	
CREDA	TSF42	6.0	MOBILE	8	04/10/2010	
CREDA	TSF42	6.0	MOBILE	9	04/10/2010	
CREDA	TSF24	3.4	MOBILE CORRIDOR	4 .	04/10/2010	

Property Number: 3840

Name / Address: New College King Street Wellington Telford TF1 1NY

Tel: 01952/641892

Surveyor: Clive Thomas

Surveyor: Tom Swan

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	MOBILE E101	2	15/01/2008
CREDA	TSF32	4.8	MOBILE E102	3	21/08/2009
CREDA	TSF32	4.8	MOBILE E102	4	21/08/2009
CREDA	TSF32	4.8	· MOBILE E103	5	21/08/2009
CREDA	TSF32	4.8	MOBILE E103	6	21/08/2009
CREDA	TSF32	4.8	MOBILE E101	1	21/08/2009

Property I	Number:	4535
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Name / Address: Shrewsbury Hook-a-Gate Education Centre
The Old School
Hook-a-gate
Shrewsbury
SY5 8BE

Tel: 01743/860630

Surveyor: Pa	ıul Spencer
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Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	STAFF ROOM	1	11/05/2010
CREDA	TSF24	3.4	CLASSROOM 1	2	11/05/2010
CREDA	TSF32	4.8	CLASSROOM 2	6	11/05/2010
CREDA	TSF32	4.8	CLASSROOM 2	5	11/05/2010
CREDA	TSF24	3.4	CORRIDOR	4	11/05/2010
CREDA	TSF24	3.4	CLASSROOM 1	3	11/05/2010

Property Number: 4600

Name / Address: Shrewsbury Centre
Racecourse Crescent Monkmoor
Shrewsbury
SY2 5BP

Tel: 01743/232761

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32	4.8	FOYER 2	2	17/09/2010
CREDA	TSF32	4.8	FOYER 1	1	17/09/2010

Property Number: 46	376
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Name / Address: The Monkmoor Lodge Youth Centre
Upton Lane
Shrewsbury
Shropshire
SY2 5QZ

Tel: 01743 364655

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF32K	4.8	WORK ROOM	5	14/07/2010
CREDA	TSF32K	4.8	ENTRANCE	. 6	14/07/2010
CREDA	TSF32K	4.8	CHILL OUT ROOM	4	14/07/2010
CREDA	TSF32K	4.8	MAIN ROOM	3	14/07/2010
CREDA	TSF32K	4.8	MAIN ROOM	2	14/07/2010
CREDA	TSF32K	4.8	MAIN ROOM	1	14/07/2010
CREDA	TSF32K	4.8	OFFICE	7	14/07/2010

Property Number: 4910

Name / Address: Oswestry Connexions Branch
32 Upper Brook Street
Oswestry
Shropshire
SY11 2TB

Tel: 01691/659111

Surveyor: Steve Carpenter

Manufacturer	
HEATSTORE	

Model HSXAF24N

4.8

Rating KW

Location OFFICE

Unit No.

Last Inspection Date.

12/05/2010

Name / Address: Shrewsbury Connexions Branch Victoria House Victoria Quay Welsh Bridge Shrewsbury SY1 1HH Tel: 01743/284428

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
STORAD	FSH 234	3.4	MEETING ROOM	13	13/01/2011
STORAD	FSH 234	3.4	OFFICE	12	13/01/2011
STORAD	FSH 234	3.4	RECEPTION	10	12/01/2011
STORAD	FSH 234	3.4	RECEPTION	11 .	13/01/2011
STORAD	FSH 234	3.4	OFFICE	7	12/01/2011
STORAD	FSH 234	3.4	OFFICE	- 8	12/01/2011
STORAD	FSH 234	3.4	OFFICE	4	12/01/2011
STORAD	FSH 234	3.4	OFFICE	6	12/01/2011
STORAD	FSH 234	3.4	RECEPTION	9	12/01/2011
STORAD	FSH 234	3.4	OFFICE	5	12/01/2011
STORAD	FSH 234	3.4	OFFICE	3	12/01/2011
STORAD	FSH 234	3.4	OFFICE	2	12/01/2011
STORAD	FSH 234	3.4	SMALL OFFICE	1	12/01/2011

Property Number: 6080

Name / Address: South Shropshire Countryside Depot
Old Nills Quarry
Pontesbury Hill Pontesbury
Shrewsbury
SY5 0YN

Tel: 01743/791984

Surveyor: Graham Moore

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF42K	6.0	MOBILE	1	20/05/2010
CREDA	TSF42K	6.0	MOBILE	2	20/05/2010

Property	Number: 6652	Name / /	Address: Oswestry Maesbury Metals Maesbury Road Oswestry Shropshire SY10 8HA		Surveyor: Steve Carpenter
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSR18MW	2.7	OFFICE	1	12/05/2010
CREDA	TSR18MW	2.7	OFFICE	2	12/05/2010
CREDA	TSR18ACW	2.7	RESTROOM	- 3	12/05/2010
CREDA	TSR6AW	0.9	KITCHEN	4	12/05/2010
	Number: 6655		Address: Avalon Court Victoria Road Oswestry Shropshire SY11 2JE Tel: 01691 658306		Surveyor: Steve Carpenter
Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF24K	3.4	MOBILE	4	21/09/2010
CREDA	TSF32K	4.8	MOBILE	5	21/09/2010
CREDA	TSF32K	4.8	MOBILE	2	21/09/2010
CREDA	TSF32K	4.8	MOBILE	3	08/07/2009
Property	Number: 6705	Name / A	Address: Ditton Priors Training Centre Station Road Ditton Priors Shropshire WV16 6SS Tel: 01746/712352		Surveyor: Paul Spencer

Unit No.

2

Last Inspection Date.

27/06/2011

27/06/2011

Location

MOBILE

MOBILE

Manufacturer

CREDA

CREDA

Model

TSF 42

TSF 42

Rating KW

6.0

6.0

Name / Address: Shrewsbury Learning & Training
Sutton Road
Shrewsbury
Shropshire
SY2 6DL

Tel: 01743 255154

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF24K	3.4	MOBILE HAIR STUDIO	8	22/03/2011
CREDA	SAB81	13.2	MOBILE TRAINING 1	1	22/03/2011
CREDA	TSF32	4.8	MOBILE TRAINING 2	2	22/03/2011
CREDA	TSF32K	4.8	MOBILE HAIR STUDIO	7	22/03/2011
CREDA	TSF32K	4.8	MOBILE HAIR STUDIO	6	22/03/2011
DIMPLEX	VFM321	4.8	MOBILE TRAINING 4	9	22/03/2011
CREDA	TSF24K	3.4	MOBILE HAIR STUDIO	5	22/03/2011
DIMPLEX	VFM321	4.8	MOBILE TRAINING 3	10	22/03/2011

Property Number: 9483

Name / Address: Hairdressing Training Salon New Street Wellington Telford TF1 1NE

Tel: 01952 222996

Surveyor: Steve Carpenter

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.	
CREDA	TSF24K	3.4	SALON	2	17/06/2010	
CREDA	TSF32K	4.8	SALON	3	17/06/2010	
CREDA	TSF24K	3.4	TRAINING ROOM	4	17/06/2010	
CREDA	TSF24K	3.4	TRAINING ROOM	5	17/06/2010	

Property Number: SABC161

Name / Address: Rowleys House Barker Street SHREWSBURY Shropshire SY1 1QH Tel: 01743 361196

Surveyor:

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
UNIDARE	WMS718	2.6	THIRD FLOOR	33	17/03/2011
UNIDARE	WMS718	2.7	ATTIC STAIRS	40	16/03/2011
CHIDLOW	723	3.3	THIRD FLOOR OFFICE	34	17/03/2011
CHIDLOW	723	3.3	THIRD FLOOR OFFICE	35	17/03/2011
CREDA	TSR24AW	3.4	THIRD FLOOR AREA	36	16/03/2011
CHIDLOW	723	3.3	THIRD FLOOR OFFICE	37	17/03/2011
CREDA	TSR24AW	3.4	CELLAR	38	16/03/2011
CREDA	TSR24AW	3.4	CELLAR	39	16/03/2011
UNIDARE	WM 718	1.7	ATTIC	41	16/03/2011
UNIDARE	WM 718	1.7	ATTIC	42	16/03/2011
UNIDARE	WM 718	1.7	ATTIC	43	16/03/2011
UNIDARE	WM 718	1.7	ATTIC	44	16/03/2011
UNIDARE	WM 718	1.7	ATTIC	45	16/03/2011
CHIDLOW	723	3.3	RECEPTION	2	17/03/2011
CHIDLOW	723	3.3	THIRD FLOOR OFFICE	32	17/03/2011
CREDA	TSR24AW	3.4	2ND FLOOR OFFICE	47	16/03/2011
CREDA	TSR24AW	3.4	1ST FLOOR AREA	46	16/03/2011
UNIDARE	WF18	2.6	FIRST FLOOR AREA	17	17/03/2011
UNIDARE	WMS724	3.3	GROUND FLOOR AREA	6	17/03/2011
CREDA	TSR18AW	2.7	GROUND FLOOR ROOM	5	16/03/2011
CHIDLOW	723	3.3	RECEPTION	4	17/03/2011
CREDA	TSR 9AW	0.9	TOILET RECEPTION	1	16/03/2011
CHIDLOW	TSR18AW	2.7	THIRD FLOOR AREA	31	17/03/2011
CREDA	TSR18AW	2.7	RECEPTION	3	16/03/2011
CREDA	TSR24AW	3.6	GROUND FLOOR OFFICE	9	16/03/2011
CREDA	TSR24AW	3.6	GROUND FLOOR OFFICE	10	16/03/2011
CHIDLOW	723	3.2	FIRST FLOOR AREA	11	17/03/2011
CHIDLOW	723	3.2	FIRST FLOOR AREA	12	17/03/2011

CHIDLOW	723	3.2	FIRST FLOOR AREA	13	17/03/2011
CREDA	TSR24AW	3.6	GROUND FLOOR OFFICE	7	17/03/2011
CHIDLOW	723	3.2	FIRST FLOOR AREA	15	17/03/2011
CREDA	TSR24AW	3.6	GROUND FLOOR OFFICE	8	16/03/2011
UNIDARE	722	2.6	WORKSHOP	18	17/03/2011
CREDA	TSR18MW	2.7	OFFICE FRONT	19	16/03/2011
CREDA	TSR18AW	2.7	STAIRS FRONT	20	16/03/2011
CREDA	TSR24AW	3.4	REST ROOM .	21	16/03/2011
CREDA	TSR18MW	2.7	REST ROOM	22	16/03/2011
UNIDARE	WF18	2.6	REST AREA	23	17/03/2011
UNIDARE	WF24	3.3	WORKSHOP	24	17/03/2011
UNIDARE	WMS718	2.6	WORKSHOP	25	17/03/2011
CREDA	TSR18AW	2.7	FRONT STAIRS	26	17/03/2011
CHIDLOW	723	3.3	2ND FLOOR OFFICE	29	17/03/2011
UNIDARE	WF18	2.6	OFFICE SECOND FLOOR	27	17/03/2011
CREDA	TSR12AW	1.8	THIRD FLOOR OFFICE	. 30	16/03/2011
CHIDLOW	723	3.2	FIRST FLOOR AREA	14	17/03/2011

Property Number: SABC169

Name / Address: Longden Road Cemetery Longden Road SHREWSBURY Shropshire SY3 7HG

Surveyor:

Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSF24	3.4	CHAPEL	5	07/10/2010
CREDA	TSF24	3.4	CHAPEL	1	07/10/2010
CREDA .	TSF24	3.4	CHAPEL	2	07/10/2010
CREDA	TSF24	3.4	CHAPEL	3	07/10/2010
CREDA	TSF24	3.4	CHAPEL	4	07/10/2010

Property Number: SSDC001

Name / Address: Council Offices Corve Street LUDLOW Shropshire SY8 1DG Tel: 01584 838212

Surveyor:	
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Manufacturer	Model	Rating KW	Location	Unit No.	Last Inspection Date.
CREDA	TSR12	1.8	CSG04	16	01/02/2011
CREDA	TSR18	2.7	EDG07	23	01/02/2011
CREDA	TSR18	2.7	EDG12	24	01/02/2011
CREDA	TSR18	2.7	CSF09	11	01/02/2011
CREDA	TSR12	1.8	CSF13	15 .	01/02/2011
CREDA	TSR18	2.7	CORRIDOR	14	01/02/2011
CREDA	TSR18	2.7	EDF08	29	01/02/2011
CREDA	TSR18	2.7	CSF11	13	01/02/2011
CREDA	TSR12	1.8	REAR STAIRS	26	01/02/2011
CREDA -	TSR18	2.7	EDF07	27	01/02/2011
CREDA	TSR18	2.7	SBG04	45	03/02/2011
CREDA	TSR18	2.7	EDF07	28	01/02/2011
CREDA	TSR18	2.7	CSF10	12	01/02/2011
CREDA	TSR24	3.4	EDG12	25	01/02/2011
DIMPLEX	XL18	2.7	EDF08	30	01/02/2011
CREDA	TSR18	2.7	EDF09	31	01/02/2011
CREDA	TSR12	1.8	EDF09	32	01/02/2011
CREDA	TSR24	3.2	EDF10	33	01/02/2011
CREDA	TSR18	2.7	EDF11	34	01/02/2011
CREDA	TSR18	2.7	EDF04	35	01/02/2011
CREDA	TSR18	2.7	EDF02	40	01/02/2011
CREDA	TSR18	2.7	EDF04	41	01/02/2011
CREDA	TSR18	2.7	EDF05	42	01/02/2011
CREDA	TSR18	2.7	CSF08	10	01/02/2011
DIMPLEX	CXL24	3.4	SBC04	44	03/02/2011
CREDA	TSF12	2.4	ENTRANCE LOBBY L/H	17	31/01/2011
CREDA	TSR18	2.7	SBG05	46	03/02/2011
CREDA	TSR18	2.7	EDF06	43	01/02/2011

REDRING	SUNSTORE	2.0	EDG06	21	31/01/2011
CREDA	TSF12	2.4	CSF02	2	31/01/2011
CREDA	TSR18	2.7	SBG06	48	03/02/2011
CREDA	TSR18	2.7	SBG06	49	03/02/2011
CREDA	TSR18	2.7	REAR PASSAGE	51	03/02/2011
CREDA	TSR18	2.7	SBG02	52	03/02/2011
CREDA	TSR12	1.8	SBG01	53	03/02/2011
HEATSTORE	HSXC18	2.7	SBF02	54	03/02/2011
HEATSTORE	HSXC18	2.7	SBF02	55	03/02/2011
CREDA	TSR18	2.7	SBF02	56	03/02/2011
CREDA	TSR12	1.8	PASSAGE	47	03/02/2011
CREDA	TSF12	2.4	CSF02	1	31/01/2011
CREDA	TSF12	2.4	EDG05	19	31/01/2011
CREDA	TSF12	2.4	EDG05	20	31/01/2011
CREDA	TSR18	2.7	CSF07	9	01/02/2011
REDRING	SUNSTORE	2.0	EDG06	22	31/01/2011
CREDA	TSF12	2.4	EDF01	36	31/01/2011
CREDA	TSF12	2.4	EDF01	37	31/01/2011
CREDA	TSF12	2.4	EDF01	38	31/01/2011
CREDA	TSF12	2.4	EDF01	39	31/01/2011
CREDA	TSF24	3.6	SBG07	50	31/01/2011
CREDA	TSR18	2.7	CSF02	3	01/02/2011
CREDA	TSR18	2.7	CSF03	4	01/02/2011
CREDA	TSR12	1.8	CSF04	5	01/02/2011
CREDA	TSR12	1.8	CSF05	6	01/02/2011
CREDA	TSR12	1.8	CSF05	7	01/02/2011
CREDA	TSR12	1.8	CORRIDOR	8	01/02/2011
CREDA	TSF12	2.4	ENTRANCE LOBBY R/H	18	31/01/2011

Total number of units: 718

End of Report

# SHROPSHIRE COUNCIL IOC 004 - STORAGE HEATER MAINTENANCE SERVICING SCHEDULE

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

Item No	Item	Action	Notes	Comments
1	General	All equipment shall be inspected, tested and maintained in strict accordance with the manufacturer's recommendations and requirements	Ensure that a log book is in possession of the Site Manager, Site Manager/Representative Obtain drawing.	On older models be vigilant for the presence of asbestos. Report suspect appliances
2	Cases	Examine fixings.  Examine general mechanical condition of cases and cabinets. Tighten screws and fixings as necessary.  Clean cases and cabinets. Remove all fluff, dust an dirt from interior and exterior, including fans, grilles and ducts.  Examine location of the storage heater to ensure that it does not present a fire risk.		
3	Fans	Clean and examine fans, motors and bearings. Examine filters; clean or renew as necessary. Examine fan housings and ductwork. Test performance		Carbon steel brushes and steel wool should be avoided as they may leave particles embedded in the surface which can lead to rusting

### **APPENDIX A**

Item No	Item	Action	Notes	Comments
4	Elements	Examine connections. Examine terminals for oxidisation, corrosion and tightness. Clean and tighten as necessary. Test insulation resistance, test element resistance.		Note condition of thermal blocks. Report to the contract administrator any signs of deterioration.
5	Controls	Clean and examine controls, control switches and pilot lamps etc. Examine time controls, time switches etc. Examine over ride controls. Examine thermostats, test calibration. Examine terminal connections. Examine condition of wiring		Provide operational effectiveness with user and determine control settings confirm details in report  Comment upon positions of controls
6	Meters and Electricity Supply	Examine meters at supply position. Ensure time clocks are correct, function correctly and supply charge to storage heaters during 'off peak' periods.		Confirm details of metering in report
7	Electrical Installation	Examine flexible cables for wear, fraying braid and brittle insulation. Examine connections. Examine fused connection unit to electrical installation. Check fuse ratings. Test insulation resistance. Examine earthing arrangements and test continuity. Test earth loop impedance		Detail readings within report Report any defects

### **APPENDIX A**

Item No	Item	Action	Notes	Comments
8	Records	The following records should be maintained:- a) details of storage heaters b) details of filters c) details of fan (s) d) drawings showing the position of all heaters e) the type of cleaning undertaken f) the certificate of test and cleanliness g) the recommended frequency of check h) date of next recommended inspection i) the name of the person responsible for the completion of the works. If the inspection and test results are satisfactory, Insert inside each system a date stamped "Satisfactory" label showing date of service. If the equipment is defective insert inside the system a "defective" label. The previous labels then to be removed. All information to be recorded within test report.		Record all details in system log book  And copy information to contract administrator.  Utilise photographic evidence where appropriate



### **Tender Response Document**

# IOC 004 ANNUAL CLEAN, INSPECTION, SERVICE & TRANSFER OF OFF PEAK HEATERS

Name of TENDERING ORGANISATION (please insert)

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

#### **Contract Description:**

Applicants are invited to tender for the annual clean, inspection, service and transfer of Off Peak Heaters to Shropshire Council for a period of up to 4 years commencing on 1<sup>st</sup> April 2012.

The contract shall comprise of the annual clean, inspection, service and transfer of electricaire and fan assisted off-peak heaters. Also to include the supply and installation of Creda Storage Heaters and Storage Fan Heaters as manufactured by G.D.A. Applied Energy Limited or equivalent.

The Contractor must be contactable during the full working day to receive instructions for emergency repair work. Such repair work shall be given priority over normal service visits and must be completed the same day, unless otherwise agreed with Shropshire Council.

### 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:

   Procurement Manager. Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND 01743 252993 or via email quoting the contract reference to procurement@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.
- 4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

### **Contents**

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
В	Applicant Organisation Details	9
С	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	21
G	Accreditations and Skills Level	24
Н	Tender Schedule - Quotation Sheet	2 <u>6</u> 5

### **Award Criteria**

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

#### Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will <u>not</u> 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 & 2.1	Adequate Financial Stability & Insurance
	Q's 1.1a & 1.2a are mandatory requirements
Section D / Q 1 & 2	Outstanding Claims / County Court Judgements
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
	Q 1.2 is a mandatory requirement
Section F / Q 1, 2.1, 2.2,	Adequate experience, number of staff and CRB
2.4 & 2.5	checking processes
Section G / Q 1.1, 1.2	Accreditations & Skills Level and Quality Assurance
	Q 1.1 is a mandatory requirement

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

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

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

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

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

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

Section F Experience and References & G (Q 1.1) Accreditations and Skills Level::  $-If_{-1}$  in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

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

#### Award Criteria - Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available	
	Price 60% (300 marks)		
Section H / Q 1.1	Off Peak Heaters Cost per	180 max marks	
	unit		
Section H / Q 1.2	Hourly rate and Call out cost	120 max marks	
Total for price 300 max marks			
Quality 40% (200 marks)			
Section C / Q 2.2	Proportion of business in this	10 max marks	
	supply		
Section F / Q 2.3	Qualifications of Individual	50 max marks	
Section F / Q 2.6	Quality of reports	60 max marks	
Section F / Q 2.7	Quality of method statement	80 max marks	
Total for quality 200 max marks			

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

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

Assessment	Mark	Interpretation
------------	------	----------------

Excellent	10	Exceeds the requirement.  Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	9	
Good	8	Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	7	
Acceptable	6	Satisfies the requirement.  Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.
	5	
Minor Reservations	4	Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.
	3	
Serious Reservations	2	Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.
	1	
Unacceptable	0	Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.

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

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

### **Price Evaluation and scoring**

The most competitively priced tender will receive the maximum mark for price being 300.

Price makes up 60% of the total marks available. Price will be evaluated in two parts.

1/ Section H: Question 1.1 – total unit cost per heater (maximum marks of 180)

2/ Section H: Question 1.2 – total cost tendered (maximum marks of 120)

These two parts will be added together to reach a total score for price (maximum marks of 300)

### Section A: 1. Form of Tender

Form of Tender

#### **Shropshire Council**

Tender for IOC 004 - THE ANNUAL CLEAN, INSPECTION, SERVICE AND TRANSFER OF OFF PEAK HEATERS

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 annual clean, inspection, service and transfer of Off Peak Heaters at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed	Name
Date	
Designation	
Company	
Address	
	Post Code
Tel No	Fax No
E-mail address	
Web address	

### Section A: 2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

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

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

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

Non-collusive Tendering Certificate

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

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

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

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

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

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

### **Section A:**

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

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

Name	Relationship

If yes, please give details:

### Please note:

Yes / No

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		
(For and on behalf of)			
Date			

### <u>Section B</u>: Applicant Organisation Details

1.	Applicant Details			
1.1	Name of contracting Company/Organisation:			
	Address:			
	Postcode:			
	Tel:			
	Email:			
1.2	Registered name (if different from above):			
	Registered Office Address:			
	Postcode:			
	Company registration number:			
1.3	Details of the individual completing this application and to which we may correspond:			
	Name:			
	Job title:			
	Correspondence Address:			
	Postcode:			
	Tel:			
	Email:			
1.4	Type of Organisation (please <u>tick</u> all those appropriate):			
(a)	Sole trader			
(b)	Partnership			
(c)	Private Limited Company			
(d)	Public Limited Company			
(e)	Charity/Social enterprise			
(f)	Franchise	]		
(g)	Public Sector Organisation	_	-	
1.5	Are you a Small or Medium Sized Enterprise (SME)	ΥE	S/NO	

*An SME can be defined as an enterprise which employs fewer than 250 people	
If No, Please confirm you are an enterprise which employs more than 250 people	YES/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. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.			
	Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.			
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement)  YES/NO			
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.			
	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 (this is a mandatory requirement)			
(b)	Please detail the relevant policy information and state if any condition apply to the policy.	ons 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 Enclose duly signed as authentic copies of the originals			
	, , , , , , , , , , , , , , , , , , , ,	YES/NO		

2.	Financial Details				
*	Why do we need to know this?				
	financial resou your company required. How the Coun	Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.  How the Council evaluates this information will vary given the nature of the contract			
	to be awarded	!. 			
2.1	Please provide a brief summary of your annual turnover and profit in the last 3 years.  (Please insert figures – do not refer to attached accounts)  Also provide copies of your last 3 years audited accounts.  If audited accounts are not available please provide copies of your management accounts				
			Company		Accounts Enclosed
	<u>Year</u>	Turne	<u>over</u>	Profit(Loss)	
	2008/09	£		£	YES/NO
	2009/10	£		£	YES/NO
	2010/11	£		£	YES/NO
	(If exact figure required)	s are not avail	able please pro	ovide your best estimate of t	he figures
2.2	<ul> <li>Please show below your company's turnover in the provision of the annual clean, inspection, service and transfer of Off Peak Heaters (Please insert figures – do not refer to attached accounts)</li> <li>(10 marks available for this question, you will be awarded the full 10 marks if your turnover for the last full year is at least 25% in the provision of the annual clean, inspection, service and transfer of Off Peak Heaters; 24-20% = 8, 19-15% = 6, 14-10% = 4, 9-5% = 2 &amp; below 5% = 0 marks).</li> </ul>				
	Yea	ar Turnov	ver in relation	to Off Peak Heaters	
	200	8/09 £			
	200	9/10 £			
	201	0/11 £			
	(If exact figures are not available please provide your best estimate of the figures required)				

## Section D: Outstanding Claims and Contract Terminations

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.

### <u>Section E</u>: 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 assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.		
	Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.		
	Information to help small companies is available on the Health and Safety Executive's (HSE) website.		
	Health and Safety Executive's website: http://www.hse.gov.uk/		
	Looking after your Business: http://www.hse.gov.uk/business/		
	Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm		
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 have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group & CHAS Accreditation	YES/NO	
	This is Mandatory Requirement		
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 certificate attached		

Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	
If YES to 1.4 please give details of the prosecution or notice (and what meas have taken to ensure the issue(s) will not re-occur).	ures you
Do you routinely carry out Risk Assessments?	YES/NO
If YES to 1.6 please state what has been assessed and provide an example. (At certain times, the Council may request copies of risk assessments, safe v procedure, or safety method statements.)	vorking
Please tick here if an example is attached	
Do you have a health and safety training programme for employees?	YES/NO
If YES to 1.8 please state what training has been given.	
Does your company monitor: (a) Accidents (b) III health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO
Does your company have a recognised health & safety management system?  Please give details below:	YES/NO
	prosecuted in the past 3 years for breaches of health and safety legislation?  If YES to 1.4 please give details of the prosecution or notice (and what meas have taken to ensure the issue(s) will not re-occur).  Do you routinely carry out Risk Assessments?  If YES to 1.6 please state what has been assessed and provide an example. (At certain times, the Council may request copies of risk assessments, safe verocedure, or safety method statements.)  Please tick here if an example is attached  Do you have a health and safety training programme for employees?  If YES to 1.8 please state what training has been given.  Does your company monitor:  (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance  Does your company have a recognised health & safety management system?

1.12	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	ority under
1.13	Does your company consult with employees on health and safety?  If YES, please give details below.	YES/NO
1.14	Will you be using any sub contractors as part of this contract?	YES/NO
1.15	If YES to 1.14 please give details of who your sub contractors are.	
1.16	If YES to 1.14 how do you ensure they are competent?	
1.17	Where do you get your competent health and safety advice?  To meet your legal responsibilities in 'The Management of Health and Safety 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 not

1.18	Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) Category 3 requirements?  If so, please provide evidence

2.	Equal Opportunities	
*	Why do we need to know this?	
	The equality duties placed on public authorities requires the Council to have due 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 regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.	
	The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.	
	Information to help small companies is available at:	
	Equality and Human Rights Commission - http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/	
	Useful links for guidance & Information - http://www.equalityhumanrights.com/advice-and-guidance/here-for- business/guidance-for-small-and-medium-size-businesses/related-links/	
2.1	Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably than another.	Enclosed YES/NO
	UK/EU equalities and discrimination legislation includes:-	
	- Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003	

	- Human Rights Act 1998 - Equality Act 2010	
2.2	As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.  - Promote equality of opportunity between disable persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike) Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations  How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?	
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.	

(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?	YES/NO
(a) In instructions to those concerned with recruitment, training and promotion?	YES/INO
(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	
Do you endeavour to both eliminate discrimination amongst your workforce promote the diversity of your workforce e.g. do you take steps to encoura from under-represented groups to apply for jobs or take up training opportunity Provide evidence of the above.	age people
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 procedomplaints related to being victimised or harassed as a consequence of bring grievance?  Provide evidence of the above.	tation, ess any
	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?  (b) In documents available to employees, recognised trade unions or other representative groups or employees  (c) In recruitment advertisements or other literature?  Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.  Please tick here if enclosed  Do you endeavour to both eliminate discrimination amongst your workforce promote the diversity of your workforce e.g. do you take steps to encoura from under-represented groups to apply for jobs or take up training opportunity. Provide evidence of the above.  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 orien religion or belief, or age. Furthermore, do you include in your grievance procesomalists related to being victimised or harassed as a consequence of bring grievance?

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 Experience and References

1.	Contract Experience and Referen	ces			
1.1	Please list below up to a maximum of 10 similar off peak heater contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest. (PASS/FAIL)				ndled. Any
	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					

2.		
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works.	Pass/Fail
2.2	How many years has your Company been providing the annual clean, inspection, service and transfer of Off Peak Heaters?	Pass/Fail
2.3	Please provide details of <b>ALL</b> the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience.	Max Marks:50 (Weight:5)

2.4		or some members of you Records Bureau) checki		staff been t	hough the CRB	Pass/Fail
	All	Yes/No	Some	Yes/No		
	If yes plea	ase enclose details				
2.5	Total num	nber of employees:				Pass/Fail
		nber of employees engage ean, inspection, service a				
2.6		ovide a sample of Off Pe				Max Marks: 60
		ompany. This could be a under other contracts for it.				(Weight:6)
	Please tic	k here if a sample is atta	ached	ſ		
		·				
2.7	of work fo	ovide a method statement or the provision of the and f Off Peak Heaters				Max Marks:80 (Weight:8)
	Please tio	k here if a method stater	ment is attac	hed		

# Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. Construction Skills Certification Scheme (CSCS), NICEIC, ECA, Safe Contractor Approved or EU Equivalent.			
	Please state whether the award b	pelongs to the company or a	n individual.	
	It is a mandatory requirement the	nat you hold the following sta	andards or EU	equivalent:
	NICEIC or ECA and			
	Safe Contractor Approved and	1		
	Construction Skills Certific	cation Scheme (CSCS)		
	(Pass / Fail)			Date of
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Expiry/ Renewal
	Please provide copies of the certiproof of the qualifications.	ificates you have given abov	e or other	Enclosed YES/NO

1.2	Please state any formal quality assurance systems relevant to this contract, company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.			which your	
	(Pass/Fail)				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieve	Date of Expiry/
			L		
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO	

# Section H:

# IOC 004 - Tender Schedule - Quotation Sheet

1.	Pricing Schedule
1.1	Part 'E' – Unit Cost for clean, inspection and service of off-peak heaters
	Off Peak Heaters cost per unit - £ (Max Marks: 180)
<u>1.2</u>	Hourly rate during normal 8 hour day - £  On cost + profit - %
	Call Out Unit Cost - £
	Total Cost- £ (Max Marks:120)
<u>1.3</u>	The following costs are to be completed, but are for information only.
	Hourly rate after normal 8 hour day - £
	Monday to Friday On cost + profit - %
	Call Out Unit Cost - £
	Total Cost- £
	Hourly rate for Saturday working - £ On cost + profit - %
	Call Out Unit Cost - £
	Total Cost- £

Hourly rate for Sunday working	- £
On cost + p	orofit - %
Call Out Unit	Cost - £
Total	l Cost- £
Hourly rate for Bank Holiday wo	
On cost + p	orofit - %
Call Continue	0
Call Out Unit	Cost - £
Total	l Cost- £
Total	10031-2
Percentage additions on net cos	st of%
Material to cover profit handling	
•	
Any special conditions applicable	le to
Overtime working	
_	



# **Tender Response Document**

# IOC 004 ANNUAL CLEAN, INSPECTION, SERVICE & TRANSFER OF OFF PEAK HEATERS

Name of TENDERING ORGANISATION (please insert)

DAVIO ROGERS ELECTRICAL CONTRACTORS LIMITED.

# **Shropshire Council Tender Response Document**

### **Contract Description:**

Applicants are invited to tender for the annual clean, inspection, service and transfer of Off Peak Heaters to Shropshire Council for a period of up to 4 years commencing on 1<sup>st</sup> April 2012.

The contract shall comprise of the annual clean, inspection, service and transfer of electricaire and fan assisted off-peak heaters. Also to include the supply and installation of Creda Storage Heaters and Storage Fan Heaters as manufactured by G.D.A. Applied Energy Limited or equivalent.

The Contractor must be contactable during the full working day to receive instructions for emergency repair work. Such repair work shall be given priority over normal service visits and must be completed the same day, unless otherwise agreed with Shropshire Council.

# Instructions for the completion of this document

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

  Procurement Manager. Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND 01743 252993 or via email quoting the contract reference to procurement@shropshire.gov.uk
- 2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
- 4. Where copies of certificates and other details are requested a copy must accompany the hard copy of your Tender Response Document.

Contents

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A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
	You must sign all 4 certificates in sections A1 to A4	man and a second and a second
В	Applicant Organisation Details	9
С	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
Е	Health & Safety and Equal Opportunities	14
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G	Accreditations and Skills Level	24
Н	Tender Schedule – Quotation Sheet	26

### **Award Criteria**

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

#### Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will <u>not</u> 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 & 2.1	Adequate Financial Stability & Insurance
	Q's 1.1a & 1.2a are mandatory requirements
Section D / Q 1 & 2	Outstanding Claims / County Court Judgements
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
	Q 1.2 is a mandatory requirement
Section F / Q 1, 2.1, 2.2,	Adequate experience, number of staff and CRB
2.4 & 2.5	checking processes
Section G / Q 1.1, 1.2	Accreditations & Skills Level and Quality Assurance
	Q 1.1 is a mandatory requirement

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

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

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

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

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

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

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

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

### Award Criteria - Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
	Price 60% (300 marks)	
Section H / Q 1.1	Off Peak Heaters Cost per unit	180 max marks
Section H / Q 1.2	Hourly rate and Call out cost	120 max marks
	Total for price	300 max marks
	Quality 40% (200 marks)	
Section C / Q 2.2	Proportion of business in this supply	10 max marks
Section F / Q 2.3	Qualifications of Individual	50 max marks
Section F / Q 2.6	Quality of reports	60 max marks
Section F / Q 2.7	Quality of method statement	80 max marks
	Total for quality	200 max marks

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

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

Assessment	Mark	Interpretation
Excellent	10	Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.

	9	8
Good	8	Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	7	
Acceptable	6	Satisfies the requirement.  Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.
	5	
Minor Reservations	4	Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.
	3	
Serious Reservations	2	Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.
	1	
Unacceptable	0	Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.

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

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

### Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 300.

Price makes up 60% of the total marks available. Price will be evaluated in two parts.

1/ Section H: Question 1.1 – total unit cost per heater (maximum marks of 180)

2/ Section H: Question 1.2 – total cost tendered (maximum marks of 120)

These two parts will be added together to reach a total score for price (maximum marks of 300)

The most competitive tender will receive the full marks allocated for price (being 300 marks). Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

# Section A: 1. Form of Tender

		Form of Tender
Shropshire Council Tender for IOC 004 - THE ANNUAL OFF PEAK HEATERS	CLEAN, INSPECTION, SERVICE	AND TRANSFER OF
We confirm that this, our tender, accepted in whole, or in part, will inspection, service and transfer of and subject to the terms of the invitational Conditions, copies of which we have	create a binding contract for the Off Peak Heaters at the prices a tion to tender documentation and the contraction are contracted as the contract of the contract of the contraction are contracted as the contract of th	ne annual clean, and terms agreed
Signed	Name.	
Date 25-1-2012	rtame.	
Designation	·	
Company DAVIO ROCCES EZ	ECTRICAL CONTRACTORS	LIMITED.
Address UNIT 3 , HARL	ESCOTT BAENS	
HARLESCOTT LANE	SHEEWSBURY	
	Post Code SYI 35	5Z
Tel No. 01743. 463.700	Fax No. 01743 46	3701
E-mail address		

Web address .....

# Section A: 2. Non-Canvassing Certificate

		A	
Non-Can	vassina	Certifica	te
1 1011 0011	40001119	Columba	"

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

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

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

Signed (1)	•••	Status
Signed (2)		Status
(For and on behalf of NAULO ROC Date 25-1-2012.		EFECTERAL CONTRACTORS / INITED.

# Section A: 3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

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

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

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1)		Status
Signed (2)		Status
(For and on behalf of DAULO Roce  Date 25-1-2012	ers E	ZECTRICAL CONTRACTORS LYMITED,

# 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?



If yes, please give details:

Name	Relationship

#### Please note:

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

Signed (1)	Status
Signed (2)	Status.
,	behalf of DAVID ROCKES ELECTRICAL CONTRACTORS LIMITED.

# <u>Section B</u>: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: David Rogers Electric Contractors Limited Address:  Unit 3 Harlescott Barns  Harlescott Lane  SHREWSBURY  Postcode: Syi 35Z  Tel: 01743 463700  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	nd:
	Name:	
	Job title:	
	Correspondence Address: AS ABOU€	
	Postcode:	
	Tel:	
	Email:	
1.4	Type of Organisation (please <u>tick</u> 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 (SME) *An SME can be defined as an enterprise which employs fewer than 250 people	YES/
	If No, Please confirm you are an enterprise which employs more than 250 people	YES/NO

2.	Company History/Background
2.1	Date Company established: 1981
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?
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 has set minimum insurance requirements which all companies work Council must adhere to.	ce. The Council king with the
	Please note that on some limited occasions the council may agree levels dependant on the nature of the contract.	to vary these
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement)	YES
(b)	Please detail the relevant policy information and state if any condition apply to the policy.	ons or exceptions
	Name of Insurance Company  BRIT INSURANCE	LIMITED
	Date policy taken out 6-10-2012	
	Expiry date of the policy $5-10-2012$	
	Policy number/reference	
	Conditions/Exceptions	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (this is a mandatory requirement)	YES/
(b)	Please detail the relevant policy information and state if any condition apply to the policy.	ons or exceptions
	Name of Insurance Company  A3  ABOVE	
	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
	day signed as authentic copies of the originals	YES/

Financial Deta	ills			
Why do we need	to know this?			
Financial details are required in order to check that your company has sufficient				
financial resource	es to undertake the contra in a stable position and is	act. This information will al	so ensure tha	
required.	in a stable position and is	sincery to rumi the contract	ioi tile pellod	
How the Council to be awarded.	evaluates this information	n will vary given the nature	of the contrac	
(Please insert fi	a brief summary of your and gures – do not refer to a lies of your last 3 years au nts are not available pleas	ttached accounts) dited accounts.	•	
	Company		Account Enclose	
		T	Eliciose	
<u>Year</u>	<u>Turnover</u>	Profit(Loss)		
2008/09	2	£.	YES/MC	
2009/10	2	£	YES/MA	
2010/11	2	£	YES/	
required)  Please show below	ow your company's turnov ce and transfer of Off Peal d accounts)	er in the provision of the a	nnual clean,	
your turnover for clean, inspection = 6, 14-10% = 4,	able for this question, your the last full year is at I in, service and transfer of 9-5% = 2 & below 5% = 0	east 25% in the provision of Off Peak Heaters; 24-2 marks).	n of the annu	
your turnover fo clean, inspectio	or the last full year is at I n, service and transfer of 9-5% = 2 & below 5% = 0	east 25% in the provision of Off Peak Heaters; 24-2	n of the annu	
your turnover for clean, inspection = 6, 14-10% = 4,	or the last full year is at I n, service and transfer of 9-5% = 2 & below 5% = 0 Turnover in relation	east 25% in the provision of Off Peak Heaters; 24-2 marks).	n of the annu	
your turnover for clean, inspection = 6, 14-10% = 4,	or the last full year is at I n, service and transfer of 9-5% = 2 & below 5% = 0 Turnover in relation	east 25% in the provision of Off Peak Heaters; 24-2 marks).	n of the annu	

# Section D: Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	MAN 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.  None
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.  None

# 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 assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.	
	Health & safety measures do not have to be expensive, time conscioudly complicated — especially for smaller companies. In fact, safer and mor working practices can save money and greatly improve working concemployees. Shropshire Council is committed to promoting safe and proworking practices to companies as it recognises the benefits this can companies competing for business both for local authority contracts and else	e efficient ditions for portionate bring for
	Information to help small companies is available on the Health and Safety E (HSE) website.	xecutive's
	Health and Safety Executive's website: http://www.hse.gov.uk/	
	Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a>	
	Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm	
1.1	Does your organisation have a formal health and safety policy or statement?	YES/
	*(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 have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group & CHAS Accreditation	YES MAN
	This is Mandatory Requirement	
1.3	If YES to 1.2 please supply the following details as well as a copy of any cert	ificates.
	Accrediting Organisation: CHAS	
	Reference No: NA	
	Date accreditation expires or is to be renewed: 16 TH APEIL 2019	2
	Please tick here if a copy of certificate attached	

Γ			
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?		
1.5	If YES to 1.4 please give details of the prosecution or notice (and what mean have taken to ensure the issue(s) will not re-occur).	sures you	
1.6	Do you routinely carry out Risk Assessments?	YES/	
1.7	If YES to 1.6 please state what has been assessed and provide an example (At certain times, the Council may request copies of risk assessments, safe procedure, or safety method statements.)		
	Please tick here if an example is attached		
1.8	Do you have a health and safety training programme for employees?	YES/MINO	
1.9	If YES to 1.8 please state what training has been given.		
1.10	Does your company monitor:  (a) Accidents  (b) III health caused by work  (c) Health & Safety Performance	YES/WOOV YES/WOOV	
1.11	Does your company have a recognised health & safety management system?  Please give details below:  PLEASE SEE PAGE 6 OF OUR HEALTH  AND SAFETY POUCY FOR OUR  COMPANY STRUCTURE	YES/	

commercial info

1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.
	Total
	No. of accidents reported under RIDDOR last year
	No. of accidents reported under RIDDOR this year
1.13	Does your company consult with employees on health and safety?
	If YES, please give details below.
1.14	Will you be using any sub contractors as part of this contract?
1.15	If YES to 1.14 please give details of who your sub contractors are.
1.16	If YES to 1.14 how do you ensure they are competent?
1.17	Where do you get your competent health and safety advice?
	To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety
	consultant to help you.
	5
	(

1.18	Do you provide Asbestos Awareness Training to your employees, appropriate to their role within the Company, which is in accordance with United Kingdom Asbestos Training Association (UKATA) Category 3 requirements?  If so, please provide evidence
	ALL EMPLOYEES ATTEND AN ASBESTOS AWARENESS COURSE.

2.	Equal Opportunities	The second second second
*	Why do we need to know this?	
	The equality duties placed on public authorities requires the Council to have due 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 regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.	¥
	The Council also needs to ensure that there are no outstanding claims against your 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 have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably than another.	Enclosed YES/創物
	UK/EU equalities and discrimination legislation includes:-	
	- Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003	

	- Human Rights Act 1998	T
	- Equality Act 2010	
2.2	As a contractor providing a public service on behalf of a local authority, y duty to comply with the General Duties of the Disability Equality Dut Equality Duty and Race Equality Duty as outlined below.	ou have a y, Gender
	<ul> <li>Promote equality of opportunity between disable persons and other perso</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 steps to take account of disabled people's disabilities, even well</li> </ul>	
	involves treating disabled people more favourably than other people (re that equality of opportunity cannot be achieved simply by treating people without disabilities alike).  - Take active steps to promote equality of opportunity between men and work carrying out their functions and activities	ecognising ble with or
	- 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?	y towards
	1	,
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	MESSINO
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?	MAS/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	YES/MID
	promotion?  (b) In documents available to employees, recognised trade unions or other representative groups or employees	YES/
	(c) In recruitment advertisements or other literature?	YES/
	Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.	
	Please tick here if enclosed	
2.8	Do you endeavour to both eliminate discrimination amongst your workforce promote the diversity of your workforce e.g. do you take steps to encoura from under-represented groups to apply for jobs or take up training opportunit 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 orients religion or belief, or age. Furthermore, do you include in your grievance proce complaints related to being victimised or harassed as a consequence of bring grievance?  Provide evidence of the above.	ation, ss 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 Experience and References

-	Contract Experience and References	Sign			
7	Please list below up to a maximum of 10 similar off peak heater previous Public Sector experience will be of particular interest. (	milar off peak heater contracts undertaken f particular interest. (PASS/FAIL)	by your company in	contracts undertaken by your company in the past 3 years or currently being handled. Any PASS/FAIL)	dled. Any
+	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
- 2				MAINTENANCE OF OF PEAR HEATING TO UARLICUS SITES	2009
ო					2010 2811
4					2011
· K			I	INSTAURATION OF OFF PEAC HEATING IN COMESTIC FLATS	June - Aug 2010
ဖ			1		HTY -> SEPT 2011
7				CEACTIVE MAINTENANTS TO UARIOUS SITES FOR OFF PEAK HEAMIN	HEATHUR NOW
ω				757 X	November 2011
თ				INSTAULATION OF OFF FEAL HEATING AND ATTERATION OF CONTROLS	OCTOBER 2011
9				INSTAUNTION OF OFF PEAC HENTING.	MAZCH 2011
				ANNUAL MANTENANCE OF OFF PEAT HEATING SYSTEM	2000 Present.

2.		
2.1	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works.  PLEASE SEE SEPERATE SHEET PROUDED  HEADED 2.1.	Pass/Fail
2.2	How many years has your Company been providing the annual clean, inspection, service and transfer of Off Peak Heaters?	Pass/Fail
2.3	Please provide details of ALL the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience.  PLEASE SEE SEPERATE SHEET FOR ALL INDIVIDUAL EXPERIENCE AND QUALIFICATIONS.	Max Marks:50 (Weight:5)

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	ccial into	
2.4	Have all or some members of your Company staff been though the CRB (Criminal Records Bureau) checking process	Pass/Fail
	All Yes/Mo Some Yes/No	
	If yes please enclose details	
	ALL DISCLOSURE NUMBERS PROVIDED ON SEPERATE SHEET.	
	PROVIDED ON SEPERATE SHEET.	
2.5	Total number of application 1 de	Pass/Fail
2.0	Total number of employees:	. 455/1 411
	Total number of employees engaged solely in the provision of the annual clean, inspection, service and transfer of Off Peak Heaters	
2.6	Please provide a sample of Off Peak Heaters service report completed by your Company. This could be a sample of a normal report that you would use under other contracts for example, so that we can assess the quality of it.	Max Marks: 60 (Weight:6)
	Please tick here if a sample is attached	
2.7	Please provide a method statement showing the sequence and method of work for the provision of the annual clean, inspection, service and transfer of Off Peak Heaters	Max Marks:80 (Weight:8)
	Please tick here if a method statement is attached	

# Section G: Accreditations and Skills Level

1.	Accreditations					
1.1	Please list any professional or trade organisations by which your company is accred You should only list those that are relevant to this contract and which will support application i.e. Construction Skills Certification Scheme (CSCS), NICEIC, ECA, Contractor Approved or EU Equivalent.					
	Please state whether the award belongs to the company or an individual.  It is a mandatory requirement that you hold the following standards or EU equivalent:					
	NICEIC or ECA and					
	Safe Contractor Approved and	i				
	Construction Skills Certific	cation Scheme (CSCS)	ŧ			
(Pass / Fail)						
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal		
			1986	ONGOING ANNUAL INSPECTION		
			2007	JAN 2013 ANNUAL PENEWAL		
			2007	APRIL 2012 ANNUAL RENGUAL		
			APRIL 2009	APRIL 2014		
			·	,		
	Please provide copies of the certif proof of the qualifications.	icates you have given abov	e or other	Enclosed YES		

1.2	Please state any formal qui company operates i.e. (e.g. (Pass/Fail)	ıality assurance sy . <b>relevant ISO eqι</b>	rstems relevant to this <b>uivalent)</b> or EU Equiva	contract, llent.	which your
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieve	Date of Expiry/ Renewal
	7				
	Please provide copies of the proof of the qualifications.	e certificates you ha	ave given above or oth	ner	Enclosed YES/NO

# Section H:

# IOC 004 - Tender Schedule - Quotation Sheet

1.	Pricing Schedule			
1.1	Part 'E' - Unit Cost for o	clean, inspection and	service of off-pea	k heaters
	Off Peak Heaters cost p	per unit - £		(Max Marks: 180)
1.2	Hourly rate during norm On	al 8 hour day - £ cost + profit - %		
	Call	Out Unit Cost - £		
		Total Cost- £		(Max Marks:120)
1.3	The following costs are t		are for informatio	on only.
	Monday to Friday	(2.5)		
		Out Unit Cost - £.		
	Gail C	Total Cost-£.	••••	
	Hourly rate for Caturday		•••	
	Hourly rate for Saturday On o	working - £. cost + profit - %.		
	Call C	out Unit Cost - £.		
		Total Cost- £		
	Hourly rate for Sunday w On c	orking - £ cost + profit - %		
	Call O	ut Unit Cost - £		
		Total Cost- £		
	Hourly rate for Bank Holid On c	day working - £ cost + profit - %		
	Call O	ut Unit Cost - £.!		
		Total Cost- £l		

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Percentage additions on net co Material to cover profit handling	st of% g, etc
Any special conditions applicable Overtime working	ele to

## Appendix B

## IOC 004 - SUPPLY OF OFF PEAK HEATERS - SUMMARY

## Value of Specified Work - Part 'A' - Supply and installation of heaters

<b>A</b> 1	TSF24K	Storage Fan Heater	£
A2	TSF32K	Storage Fan Heater	£
A3	TSF42K	Storage Fan Heater	£
A4	TSR6AW	Storage Heater	£
A5	TSR12AW	Storage Heater	£
A6	TSR18AW	Storage Heater	£
A7	TSR24AW	Storage Heater	£

### Value of Specified Work - Part 'B' - Removal of heaters

B1	TSF24K	Storage Fan Heater	£
B2	TSF32K	Storage Fan Heater	£
B3	TSF42K	Storage Fan Heater	£
B4	TSR6AW	Storage Heater	£
<b>B</b> 5	TSR12AW	Storage Heater	£
B6	TSR18AW	Storage Heater	£
B7	TSR24AW	Storage Heater	£

## Value of Specified Work - Part 'C' - Transferring heaters

C1	TSF24K	Storage Fan Heater	l £
C2	TSF32K	Storage Fan Heater	£
C3	TSF42K	Storage Fan Heater	£
C4	TSR6AW	Storage Heater	£
C5	TSR12AW	Storage Heater	£
C6	TSR18AW	Storage Heater	£
C7	TSR24AW	Storage Heater	£

# Value of Specified Work - Part 'D' - Supply and installation of heater guards

D1	TSF24K	Storage Fan Heater	l £
D2	TSF32K	Storage Fan Heater	£
D3	TSF42K	Storage Fan Heater	£
D4	TSR6AW	Storage Heater	£
D5	TSR12AW	Storage Heater	£
D6	TSR18AW	Storage Heater	£
D7	TSR24AW	Storage Heater	£

# THIS FORM TO BE RETURNED WITH TENDER

SIGNATU	JRE	OF	EN	GIN	JFFR.

### Appendix C

Signature: .....

# SHROPSHIRE COUNCIL MAINTAINED PROPERTIES

IOC 004 - MAINTENANCE OF OFF-PEAK HEATERS DURING PERIOD 1st APRIL 2012 TO 31st MARCH 2013 WITH REVIEWS AND EXTENSIONS UNTIL 31st MARCH 2016

31 <sup>st</sup> N	MARCH 2016	S AND	LXILING	IONS UNTI	L
Rates for any work not included in the period 1 <sup>st</sup> April 2012 to 31 <sup>st</sup> March 2013	specification	and sche	dules. Op	erative for t	he
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.	_			%	
Call Out Unit Cost	£'				
Any special conditions applicable to evertime working					
THIS FORM TO BE R	ETURNED V	VITH TEN	<u>DER</u>		
Contractor Name: DAUID RCGE	ies Ele	CTRICAL	Course	ACTORS	Ĺщ
Name:					

Date: 25 - 1 - 2012

## Appendix D

## SHROPSHIRE COUNCIL

# PROPERTY SERVICES FACILITIES MANAGEMENT GROUP

### **IOC 004 - OFF PEAK HEATING**

## **QUOTATION SHEET**

Value of Specified Work – Pa of off-peak heaters	rt 'E' – Unit Cost for clean,	inspection and service
Unit Cost per heater	£;	

## THIS FORM TO BE RETURNED WITH TENDER

Contractor Name: DAVID ROGERS ELECTRICAL CONTRACTORS LIMITED
Name:
Signature:
Date: 25-1-2012

- The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

### 18.0 <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.
	SES ELECTRICAL CONTRACTORS, LIMITED
Date 25-1-12	

personal & commercial info

Shropshire Council

Shirehall

Abbey Foregate Shrewsbury SY2 6ND

David Rogers Electrical Contractors Ltd Unit 3 Harlescott Barns Harlescott Lane Shrewsbury SY1 3SZ

Date:

Dear

# IOC 004 – ANNUAL CLEAN, INSPECTION, SERVICE & TRANSFER OF OFF PEAK HEATERS

I am pleased to inform you that, following the evaluation process, your tender for the above requirement has been accepted.

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

We received 3 tenders for this contract and I can confirm that your tender received the following scores against the above criteria:

Please also find details of the marks allocated to you for Quality:

personal	&	commercial	info

The information provided by the invitation to tender documentation and your tender response will form the basis of this contract. This contract is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response. The contract will be for the period 1<sup>st</sup> April 2012 – 31<sup>st</sup> March 2016. This is a four year contract, subject to satisfactory performance.

Your point of contact for this contract will be , Property Services, Shropshire Council (tel. no 01743 255688).

Should you have any questions relating to this letter, please contact the Procurement Manager, (tel. no 01743 252993).

Additionally, please find enclosed a tenderer's feedback questionnaire for you to complete and return.

Yours faithfully

Building Services Manager

Senior Electrical Surveyor