



TENDER NOTICE

IOC 066 – MAINTENANCE OF LOCAL EXHAUST VENTILATION EQUIPMENT

Enquiries are sought from suitably qualified and experienced contractors in respect of the examination and testing of local exhaust ventilation systems. The contract will commence on 1 April 2013 for an initial period of 12 months with an option to extend for a further period of up to three years.

The contract will consist of the examination and testing of local exhaust ventilation systems to demonstrate compliance with Regulation 9 of the Control of Substances Hazardous to Health Regulations 2002.

Contractors wishing to be considered will be required to complete and return a Tender Response Document by Wednesday 13th February 2013 (12 noon).

The Tender Pack can be obtained on request by writing to the Procurement Manager, Commissioning & Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (email: procurement@shropshire.gov.uk), quoting reference IOC 066. 2 copies of the completed Document must be returned by the date and time indicated to the same address. The information given in the Tender Response Document shall form the basis for the selection of those contractors to form the required framework.



Date as per email

Tel: (01743) 252993

Fax: (01743) 255901

IOC 066

Please ask for: **Mr N Denton**

Email: procurement@shropshire.gov.uk

Dear Sirs

IOC 066 – MAINTENANCE OF LOCAL EXHAUST VENTILATION EQUIPMENT

SHROPSHIRE COUNCIL

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

1. Instructions for Tendering
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Particular Specification
5. Property Schedule
6. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

- The deadline for returning tenders is **noon on 13th February 2013** any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

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

Freedom of Information

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

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

Other Details

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

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

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

Yours faithfully



Nigel Denton
Procurement Manager
Commissioning & Procurement
procurement@shropshire.gov.uk
Tel: 01743 252993
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SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF GOODS SERVICES AND WORKS

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

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

1. **DEFINITIONS**

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

'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") ;
"Contractor"	means the person, firm or company or any other organisation 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"	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
"FOIA notice"	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner

“Form Agreement” of	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
“Goods”	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” of	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.
- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure

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

- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra; the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6. DELIVERY

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

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

7. LOSS OR DAMAGE IN TRANSIT

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

8. INSPECTION

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

9. REJECTION

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

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

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

10. TITLE - PASSING PROPERTY

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

11. THE COUNCIL'S OBLIGATIONS

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

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

12. WARRANTIES

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

13 INDEMNIFICATION

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

14. TERMINATION AND CANCELLATION

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

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

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

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

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

16. INTELLECTUAL PROPERTY RIGHTS

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

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

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

17. INDEPENDENT CONTRACTORS

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

18. SEVERABILITY

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

19. ASSIGNING AND SUB-CONTRACTING

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

19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

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

20. WAIVER

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

21. HAZARDOUS GOODS

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

22. NOTICES

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

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

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

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

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

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

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

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

28. INSURANCE

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

be unlimited.

- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30. HUMAN RIGHTS (W) (Z)

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

38. ENTIRE AGREEMENT

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

39. FORCE MAJEURE

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

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

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

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

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

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

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

terms of this Agreement and by law):-

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

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

40. GOVERNING LAW AND JURISDICTION (W)

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

41. COMPLAINTS PROCEDURE (W) (Z)

41.1 The Contractor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand

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

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

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

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

41.2 The Contractor shall ensure that:

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

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

the investigation

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

42 DISPUTES

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

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

Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant [to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)];
"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



INSTRUCTIONS FOR TENDERING

IOC 066 – MAINTENANCE OF LOCAL EXHAUST VENTILATION EQUIPMENT

Shropshire Council Instructions for tendering

Contract Description:

The work consists of examination & testing of local exhaust ventilation systems, to demonstrate compliance with Regulation 9 of the Control of Substances Hazardous to Health Regulations 2002.

The examination & testing shall be completed in accordance with HSE document HSG258 Controlling airborne contaminants at work – A guide to local exhaust ventilation.

The Contractor is responsible for examination & testing of the entire LEV system, not just groups of components.

In the first instance competitive fixed price tenders are being invited for the period 1st April 2013 – 31st March 2014, thereafter the contract may be extended annually for a further period of three years subject to satisfactory performance during the contract year and the submission of a mutually agreed adjustment for the tender sum for the ensuing 12 months.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of the maintenance of local exhaust ventilation equipment as detailed in the Tender Response Document. The contract will be for an initial period of 1 year commencing on the 1st April 2013 with the option to extend for the period of up to 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.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

2.2 Terms and Conditions

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

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, 13th February 2013. One hard copy and one CD copy of your Tender Response Document must be returned.**

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

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

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into,

its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

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

5.0 Variant Bids

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

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

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

6.0 Tender Evaluation

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

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

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

- 7.2** Any queries arising in relation to this invitation to tender should be raised in writing

with Nigel Denton, Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: nigel.denton@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 **1st February 2013**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

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

9.0 Confidentiality

- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

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

10.0 Freedom of Information

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

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

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

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

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

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

11.0 Disqualification

11.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.
- 11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- 11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other

procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

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

13.2 Award Notice

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

13.3 Transparency of Expenditure

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

14.0 Value of Contract

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

15.0 Acceptance

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

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

16.0 Payment Terms

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

17.0 Liability of Council

- 17.1** The Council does not bind himself to accept the lowest or any tender.
- 17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 Declaration

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

Signed (1) Status.....

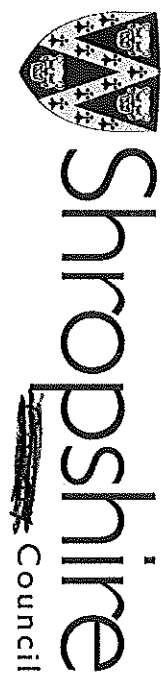
Signed (2) Status.....

(For and on behalf of)

Date

INDICATIVE SCHEDULE

DO NOT USE



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

Local Exhaust Ventilation

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

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Property Number: 3120

Name / Address:

Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
13 - CHEMICAL STORE	SCIENCE PREP R	CHEMICAL FUMES	609/03813/13	Y	12/01/2012
08 - HEARTH EXTRACTION	CDT METALWORK	SMELTING BRAZING FUMES	609/03813/8	Y	12/01/2012
16 - XYTRONIC FUME 3	CDT	SOLDER EXTRACT	609-03813/16	Y	12/01/2012
02 - MARDON 2 BAND SAW	CDT WOODWORK	WOODWASTE	609/03813/2	N	12/01/2012
01 - MARDON 1 TWIN BUFFER	CDT WOODWORK	WOODWASTE	609/03813/1	Y	12/01/2012
05 - CIRCULAR SAW	CDT WOODWORK	WOODWASTE	609/03813/5	Y	12/01/2012
04 - MARDON 5 LATHE	CDT WOODWORK	LATHE/DISC SANDER	609/03813/4	N	12/01/2012
10 - FUME CUPBOARD 2	SCIENCE RM D4	CHEMICAL FUMES	609/03813/10	Y	12/01/2012
07 - BANDSAW	CDT	BANDSAW	609-03813/7	Y	12/01/2012
14 - XYTRONIC FUME ABS	CDT	SOLDER EXTRACT	609-03813/14	Y	12/01/2012
12 - DOUBLE FUME CUPBO	SCIENCE ROOM 2	CHEMICAL FUMES	609/03813/12	Y	12/01/2012
15 - XYTRONIC FUME 2	CDT	SOLDER EXTRACT	609-03813/15	Y	12/01/2012
17 - XYTRONIC FUME 4	CDT	SOLDER EXTRACT	609-03813/17	Y	12/01/2012
11 - FUME CUPBOARD 3	SCIENCE PREP R	CHEMICAL REACTIONS	609/03813/11	Y	12/01/2012
09 - FUME CUPBOARD RM 1	SCIENCE ROOM 1	CHEMICAL REACTIONS	609/003813/9	Y	12/01/2012
03 - MARDON 3 DISC SANDER	CDT WOODWORK	WOODWASTE	609/03813/3	N	12/01/2012

Property Number: 3150

Name / Address:



Surveyor: Darren Wright

Description	Location	Process	Data Number	Satisfactory	Last Inspection
01 - DOUBLE FUME CUPBD	SCIENCE BLK S36	CHEMICAL REACTIONS	609/03773/1	Y	12/12/2011
22 - XPELAIR	SCIENCE BLOCK	ROOM VENTILATION	609-03773/22	N	12/12/2011
20 - EDUCAM 44	D26	REMOVE WOOD DUST	609/03773/20	Y	12/12/2011
08 - MARDON KILN EXTRACT	ART BLOCK A3	POTTERY FIRING FUMES	609/03773/8	Y	12/12/2011
14 - MARDON 4	D & T ROOM D25	WOOD WASTE	609/03773/14	Y	12/12/2011
17 - GRINDING HOOD	D & T OFF D25	GRINDING	609/03773/17	N	12/12/2011
04 - FUME CUPBOARD 3	ROOM S1 REAR L	CHEMICAL REACTIONS	609/03773/4	Y	12/12/2011
03 - FUME CUPBOARD 2	ROOM S1 REAR L	CHEMICAL REACTIONS	609/03773/3	Y	12/12/2011
02 - FUME CUPBOARD 1	ROOM S1 REAR L	CHEMICAL REACTIONS	609/03773/2	Y	12/12/2011
05 - XPELAIR	CHEMICALSTORE	ROOM VENTILATION	609/03773/5	Y	12/12/2011
12 - MUL TI BRANCH	D & T D27	WOODWASTE	609/03773/12	Y	12/12/2011
15 - MARDON 1	D & T ROOM D25	POLISHING	609/03773/15	Y	12/12/2011
16 - FURNACE EXTRACT	D & T OFF D25	CASTING FORGING BRAZING	609/03773/16	Y	12/12/2011
19 - P & J D SANDER/LATHE	CDT D26	WOODWASTE	609/03773/19	Y	12/12/2011
21 - LASER PRO MERCURY	CDT	ETCHING	609/03773/21	Y	12/12/2011
23 - SOLDER EXTRACT	CDT D26	SOLDERING	609-03773/23	Y	12/12/2011
24 - VERTICAL SANDER	ROOM 27	VERTICAL SANDER	609-03773/24	Y	12/12/2011

Property Number: 3170

Name / Address:



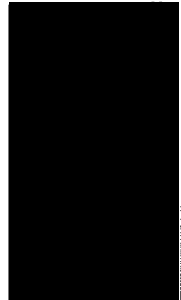
Surveyor: Darren Wright

Description	Location	Process	Data Number	Satisfactory	Last Inspection
23 - LASERPRO	OFF CDT E22	ETCHING	609-003812/23	Y	23/01/2012
13 FUME CUPBOARD	PREP ROOM E31	CHEMICAL REACTIONS	609-03812/13	Y	23/01/2012
17 PREP ROOM EXTRACTION	PREP ROOM E67	CHEMICAL FUMES	609-03812/17	Y	23/01/2012
05 POLIVAC D	CDT ROOM E19	POLISHING	609-03812/5	Y	23/01/2012
22 - BANDFACER 2	ROOM 19	BANDFACER	609-03812/22	Y	23/01/2012
15 DOUBLE FUME CUPBOARD	SCIENCE ROOM E	CHEMICAL REACTIONS	609-03812/15	Y	23/01/2012
14 DOUBLE FUME CUPBOARD	SCIENCE ROOM E	CHEMICAL REACTIONS	609-03812/14	Y	23/01/2012
21 - BANDFACER 1	ROOM E22	BANDFACER	609-03812/21	Y	23/01/2012
20 - REPROGRAPHICS	E1 ADJ RECEPTIO	PHOTOCOPYING	609-02938/20	N	26/01/2011
06 FLAMEFAST 2	CDT ROOM E19	BRAZING	609-03812/6	Y	23/01/2012
04 MARDON 2 DISC SANDER	CDT ROOM E19	WOODWASTE	609-03812/4	N	23/01/2012
02 MARDON Saw/Sander	CDT E19	WOODWASTE	609-03812/2	Y	23/01/2012
08 MARDON 3 Band Saw	CDT ROOM E22	WOODWASTE	609-03812/8	Y	23/01/2012
12 MOBILE FUME CUPBOARD	SCIENCE E29	CHEMICAL REACTIONS	609-03812/12	Y	23/01/2012
07 FLAMEFAST 1	CDT ROOM 26	BRAZING WELDING FUMES	609-03812/7	Y	23/01/2012
03 MARDON 5 Bandsaw	CDT ROOM E19	WOOD WASTE	609-03812/3	Y	23/01/2012
16 STORE ROOM EXTRACTION	STORE S18	CHEMICAL FUMES	609-03812/16	Y	23/01/2012
11 P & J 2 CIRCULAR SAW	DESIGN & MAKE R	WOODWASTE	609-03812/11	Y	23/01/2012

Personal Information

Property Number: 3210

Name / Address



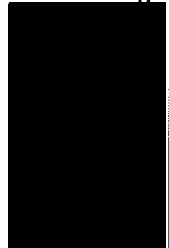
Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
09 MARDON 3 BUFFING WHEEL	CDT ROOM Y6	POLISHING DUST	609/03274/9	Y	20/12/2011
02 VENT AXIA 2	CHEMSTORE OFF	CHEMICAL FUMES	609/03772/2	N	20/12/2011
12 KILN ROOM EXTRACT	ART DEPARTMENT	FIRING POTTERY	609/03274/12	Y	20/12/2011
01 LASER PRO	OFF Y6	ETCHING	609-03772/1	Y	20/12/2011
13 FUME CUPBOARD2	SCIENCE B6	CHEMICAL REACTIONS	609/03274/13	Y	20/12/2011
04 - BRAZING HEARTH	CDT ROOM Y6	BRAZING	609/03772/4	Y	20/12/2011
10 ETCHING TANK	SCIENCE B8	REMOVAL OF FUMES	609/03274/10	Y	06/12/2010
14 MARDON 4	OFF ROOM Y6	MULTIBRANCH SYSTEM	609-03274/14	Y	20/12/2011
11 VENT AXIA 1	LIBRARY PRINT R	PHOTOCOPYING FUMES	609/02897/11	Y	20/12/2011
15 SCROLL SAW 1	FAR WALL	WOOD WORK	609-03772/15	Y	20/12/2011
16 SCROLL SAW 2	FAR WALL	WOOD WORK	609-03772/16	Y	20/12/2011
06 P&J 1 BANDSAW	CDT ROOM Y6	WOODWASTE	609/03772/6	Y	20/12/2011
03 WMAX 2000	CDT WOODWORK	Disc Sander	609/03772/3	Y	20/12/2011
07 MARDON 1 DISC SANDER	CDT ROOM Y6	WOODWASTE	609/03772/7	Y	20/12/2011

Personal Information

Property Number: 3220

Name / Address



Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
02 - CHARNWOOD	WOOD STORE	THICKNESSER	609-03735/02	Y	19/1/2011
10 PREP RM LAB 4	SCIENCE PREP LB	CHEMICAL FUMES	609-03735/10	Y	19/1/2011
09 MOBILE FUME CUPBOARD	SCIENCE PREP R	CHEMICAL REACTIONS	609-03735/9	Y	19/1/2011
13 KILN EXTRACT	ART KILN ROOM	POTTERY FUMES	609-03735/13	Y	19/1/2011
11 CHEMICAL STORE	SCIENCE PREP R	STORAGE OF CHEMICALS	609-03735/11	Y	19/1/2011
17 - NUMATIC 2	CRAFT WORKSHO	FRETSAW EXTRACTION	609-03735/17	Y	19/1/2011
14 - HME HEARTH	CDT	BRAZING & FORGING	609-03735/14	Y	19/1/2011
15 - UNION LINNISHER	CRAFT WORKSHO	SANDING OF WOOD	609-03735/15	Y	19/1/2011
06 MARDON 2	CDT WORKSHOP	BUFFING FUMES	609-03735/6	Y	19/1/2011
16 - NUMATIC 1	CRAFT WORKSHO	FRETSAW EXTRACTION	609-03735/16	Y	19/1/2011
18 - ZING LASER	CRAFT WORKSHO	ETCHING & CUTTING	609-03735/18	Y	19/1/2011
01 P&J 5 BANDSAW	CRAFT WOODSTO	WOODWASTE	609-03735/1	Y	19/1/2011

Personal Information

Property Number: 3300

Name / Address:



Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
06 - LEV 3	CDT STORE	BANDSAW	609-03781/6	Y	22/12/2011
16a - LEV 5	CDT	BANDSAW	609/03781/16a	Y	22/12/2011
17 - LEV 11 - CASTING	CRAFT BLOCK E4	WOODWASTE	609-03781/17	Y	22/12/2011
03 - LEV 2 PLANER	CDT STORE	WOOD DUST	609/03781/3	Y	22/12/2011
08 - ETCHING	NEXT TO CDT	REMOVING FUMES	609/03781/8	N	09/11/2009
16 - MULTIBRANCH	DESIGN W SHOP	BANDSAW/DISC SANDER/LA	609-03781/16	Y	22/12/2011
12 - LEV 10	CDT	FUME REMOVAL	609/03781/12	Y	22/12/2011
09 - LEV 15 - MULTIBRANCH	CDT	WELDING FUMES	609-03781/9	N	22/12/2011
10 - DRILL & FRET SAW	CDT	EXTRACT DRILL & FRET SAW	609-03781/10	Y	22/12/2011
11 - LEV 8	CDT	FRET/SCROLL SAW & SANDE	609-03781/11	Y	22/12/2011
14 - LATHE	CRAFT BLOCK 4	TURNING WOOD	609/03260/14	N	11/11/2010
18 - POLISHING WHEEL	E1	POLISHING	609-03781/18	Y	22/12/2011
15 - P & J	E4 - CRAFT BLOC	BUFFING WHEELS	609-03781/15	Y	22/12/2011
02 - MOBILE FUME CUPBOARD	SCIENCE BLOCK	CHEMICAL REACTIONS	609/03781/2	Y	22/12/2011
04 - LEV 1 CIRCULAR SAW	CDT STORE	WOOD CUTTING	609/03781/4	Y	22/12/2011
01 - LABCAIRE MOBILE F CU	SCIENCE BLOCK	CHEMICAL FUMES	609/038781/1	Y	22/12/2011
13 - BRAZING HEARTH	CRAFT BLOCK E4	BRAZING FUMES	609/03781/13	Y	22/12/2011

Property Number: 3480

Name / Address:

Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
03 LASERPRO	WORKSHOP 1	ETCHING	609-03739/3	N	02/12/2011
02 FRETSAW/MULTI EXTRACT	BY WORKSHOP 1	SAWING WOOD	609-03739/2	Y	02/12/2011
04 FUME CUPBOARD 1	SCIENCE 3	CHEMICAL REACTIONS	609-03739/4	Y	02/11/2011
01 MULTI EXTRACT 1	WORKSHOP	CUTTING/SANDING	609-03739/1	N	02/12/2011
08 KILN EXTRACTION	ART DEPT KILN R	FIRING POTTERY	609-03739/8	N	02/12/2011

Property Number: 3500

Name / Address:

Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
13 - BANDSAW	WOOD STORE	BANDSAW	609-03875/13	Y	22/02/2012
06 - HEARTH EXTRACT	D&T MATERIAL R	BRAZING/WELDING/FORGIN	609-03875/6	Y	22/02/2012
11 - KILN FUME EXTRACT	D & T WOODSTOR	KILN FIRING	609-03875/11	Y	22/02/2012
05 - VENT AXIA - LIBRARY	LIBRARY	PHOTOCOPYING	609-03875/5	Y	22/02/2012
07 - MARDON HOBBY 1	D&T MATERIAL R	WOODWASTE	609-03351/7	Y	17/02/2009
01 - MOBILE FUME CUPBD	LABCAIRE T300-D	CHEMICAL REACTIONS	609-03875/1	Y	22/02/2012
14 - VENT AXIA FAN X 2	SCIENCE 3	EXTRACTION FAN	609-03875/14	Y	22/02/2012
03 - VENT AXIA	SCIENCE DEPT S1	GENERAL VENTILATION	609-03875/3	Y	22/02/2012
04 - MANROSE EXTRACT	SCIENCE REPRO	PHOTOCOPYING	609-03875/4	U	22/02/2012
02 - PREP ROOM VENTIL	SCIENCE PREP R	DILUTION VENTILATION	609-03875/2	Y	22/02/2012
09 - P & J CIRCULAR SAW	D & T WOODSTOR	WOODWASTE	609-03875/9	U	22/02/2012
08 - MARDON MULTIBRANCH	D&T MATERIAL R	WOODWASTE	609-03875/8	Y	22/02/2012

Personal Infomration

Property Number: 3520	Name / Address:	Surveyor: Darren Wright			
<div></div>					
Description	Location	Process	Data Number	Satisfactory	Last Inspection
11 - MARDON 4	ROOM T12	BANDSAW	609-03856/11	Y	09/02/2011
18 - SOLDER FUME	C14	SOLDERING	609-03856/18	Y	15/02/2012
19 - LASER CUTTER	C14	LAYER CUTTLING	609-03856/19	Y	15/02/2012
20 - 6TH FORM RESOURCES	RESOURCES	PHOTOCOPYING	609-03856/20	Y	15/02/2012
02 - S3 FUME CUPBOARD	S3	CHEMICAL REACTIONS	609-03856/2	Y	15/02/2012
21 - SPRAY BOOTH	ART & DESIGN	GLAZE SPRAYING	609-03856/21	N	15/02/2012
13 - BOFA FUME ELIM	T12	LASER CUTTING	609-03856/13	Y	15/02/2012
16 - FLAMEFAST (T14)	CDT ROOM T14	WELDING/BRAZING	609-03856/16	Y	15/02/2012
07 - FLAMEFAST (T12)	CDT ROOM T12	WELDING BRAZING	609-03856/7	Y	15/02/2012
01 - FUME CUPBOARD	SCIENCE LAB S2	CHEMICAL REACTIONS	609-03856/1	Y	15/02/2012
04 - FUME CUPBOARD RHS	BACK WALL	CHEMISTRY	609-03856/4	Y	15/02/2012
08 - ROOF EXTRACT(T12)	CDT ROOM T12	WELDING BRAZING	609-02968/8	Y	15/02/2012
10 - MULTI-BRANCH	CDT ROOM 12	WOODWORKING	609-03856/10	Y	15/02/2012
06 - KILN XPELAIR	ART & DESIGN	FIRING OF ART PRODUCTS	609-03856/6	Y	15/02/2012
14 - MARDON 3	ROOM T12	CC MILLING MACHINE	609-03856/14	Y	15/02/2012
03 - FUME CUPBOARD LHS	BACK WALL	CHEMISTRY	609-03856/3	Y	15/02/2012
15 - P&J	ROOM T14	LATHES & DISC SANDER	609-03856/15	Y	15/02/2012
12 - MARDON (WOODSTORE)	WOODSTORE	CIRCULAR SAW/PLANER	609-03856/12	Y	15/02/2012
09 - MARDON 1	ROOM T12	LATHE	609-03856/9	Y	15/02/2012
17 - MARDON 2 (BANDSAW)	ROOM T14	BANDSAW	609-03856/17	Y	15/02/2012

Personal Information

Property Number: 3530

Name / Address:



Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
07 - ROOM EXTRACTION	CDT DARK ROOM	PHOTOGRAPHIC FUMES	609-02961/7	Y	21/02/2011
12 - SPRAY BOOTH	CRAFT	SPRAY PAINTING	609-03839/12	Y	16/02/2012
09 - NEDERMAN 2	WOODWORK CRA	WOODWASTE	609-02961/9	Y	10/02/2010
08 - NEDERMAN 1	WOODWORK CRA	WOODWASTE	609-02961/8	Y	10/02/2010
10 - NEDERMAN 3	METALWORK CRA	CUTTING OIL FUMES	609-02961/10	Y	10/02/2010
14 - SCHEPPACH	CRAFT WOODWO	WOODWASTE	609-03839/14	Y	16/02/2012
13-STARTRITE 352	WOODWORK CRA	BANDSAW	609-03839/13	N	16/02/2012
03 - CHEMICAL STORE EXT	CHEMISTRY OFF 2	CHEMICAL FUMES	609-03839/3	Y	16/02/2012
05 - VENT AXIA	PREP RM NR RM 3	CHEMICAL FUMES	609-03839/5	Y	16/02/2012
01 - MOBILE FUME CUPBOARD	CHEMISTRY RM 2	CHEMICAL FUMES	609-03839/1	Y	16/02/2012
06 - FUME CUPBD & STORE	BIOLOGY ROOM 4	STORAGE & MIXING	609-02587/6	Y	19/02/2009
11 - NEDERMAN 4	METALWORK CRA	WELDING SMELTING POLISH	609-03839/11	Y	16/02/2012
16 - HPC LASER	LOBBY	LASER CUTTING	609-03839/16	Y	16/02/2012
04 - FUME CUPBOARD	RM30 BACK OF LA	CHEMICAL FUMES	609-03839/4	Y	16/02/2012
15 - MULTIBRANCH	DES & TECH	MACHINING WOOD	609-03839/15	Y	16/02/2012

Personal Information

Property Number: 3550

Name / Address:

Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
11 - Morrisflex Linisher	T6	Linisher	609-03738/11		01/12/2011
10 - Hegner FRET SAW	CDT WOODWORK	Fret Saw	609-03738/10	Y	01/12/2011
04 - Sch Bas 5-2 Bandsaw	CDT T5	Bandsaw	609-03738/4	Y	01/12/2011
02 - FUME CUPBOARD 2	SCIENCE S3	CHEMICAL REACTIONS	609-03738/2	Y	01/12/2011
03 - LASER PRO	WOOD STORE	ETCHING & CUTTING	609-03738/3	Y	01/12/2011
07 - P & J CIRCULAR SAW	CDT WOODSTORE	Circular Saw	609-03738/7	Y	01/12/2011
06 - Swick Planer Thick	CDT WOODSTORE	Planner Thicknesser	609-03738/6	Y	01/12/2011
13 - LASER PRO	CDT	ETCHING & CUTTING	609-03738/13	Y	01/12/2011
12 - Solder Extract	T3	Soldering	609-03738/12	N	01/12/2011
05 - Mardon Lathe	T5	Lathe and Linisher	609/03738/05	N	01/12/2011
09 - Scheppach Basato 4	T6	Bandsaw	609-03738/9	Y	01/12/2011
08 - HME	T6	Metal fume	609-03738/8	Y	01/12/2011
04 - VENT AXIA	CDT METALWORK	CASTING/BRAZING/SOLDERI	609-02837/4	N	22/10/2009
01 - FUME CUPBOARD 1	SCIENCE RM S2	CHEMICAL FUMES	609-03738/1	N	01/12/2011

Personal Information

Property Number: 3560

Name / Address:

Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
05 - S CHEPPACH BANDSAW	CDT	BANDSAW	609-03886/5	Y	05/03/2012
01 - FUME CUPBOARD	SCIENCE C8	CHEMICAL FUMES	609-03886/1	Y	05/03/2012
08 - LASER PRO	TECHNOLOGY	ETCHING	609-03886/8	Y	05/03/2012
02 - KILN EXTRACTION	ART B9	KILN FUMES	609-03886/2	Y	05/03/2012
06 - MARDON 1	C10 TECHNOLOG	KITTY BANDSAW	609-03886/6	Y	05/03/2012
03 - P & J CIRCULAR SAW	C10 TECHNOLOG	CUTTING/SHAPING	609-03886/3	N	05/03/2012
07 - MARDON 3 UNION GRAD	C10 TECHNOLOG	LATHE	609-03886/7	Y	05/03/2012

Property Number: 3580

Name / Address:

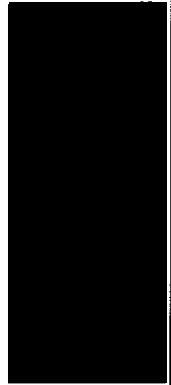
Surveyor: Darren Wright

Description	Location	Process	Data Number	Satisfactory	Last Inspection
10 - MARDON 4 BANDSAW	TECHNICIANS RM	WOOD/ACRYLIC WASTE	609-03892/10	Y	03/03/2012
08 - MULTI EXTRACT	ROOM 11	CUTTING & SANDING	609-03892/8	N	03/03/2012
01 - MOBILE FUME CUPBOARD	SCIENCE ROOM 9	CHEMICAL REACTIONS	609-03892/1	N	03/03/2012
16-MARDON MULTI EXTRACT 2	ROOM 11	WOODWORKING	609-03892/16	Y	03/03/2012
15 - MARDON SCROLLSAW	ROOM 40	SCROLL SAWS	609-03892/15	Y	03/03/2012
11 - LASEREX	ROOM 42	Laser Cutting	609-03892/11	Y	03/03/2012
13 - MARDON CNC	ROOM 11	ROUTER	609-03892/13	Y	03/03/2012
03 - SOLDER EXTRACT	ROOM 41	SOLDERING	609-03892/3	Y	03/03/2012
18 - MULTIBRANCH	MACHINE AREA	WOODWORKING	609-03892/18	Y	03/03/2012
14 - LASER PRO	ROOM 40	LASER CUTTING	609-03892/14	Y	03/03/2012
04 - CHEMICAL EXTRACT	ROOM 41	COPPER REMOVAL	609-03892/4	Y	03/03/2012
17 - XR TRONIC	TECHNICIANS RM	SOLDER EXTRACT	609-03892/17	N	03/03/2012

Personal Information

Property Number: 3610

Name / Address



Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
07 - MULTI EXTRACT 2	WOODWORK CDT	WOODWORKING	609-3885/7	Y	03/03/2012
06 - BRAZING HEARTH	WOODWORK CDT	BRAZING	609-3885/6	Y	03/03/2012
04 - MARDON MULT POINT	WOODWORK STO	WOODWASTE	609-3885/4	Y	03/03/2012
02 - FUME CUPBOARD 2	LAB 4	CHEMICAL PROCESS	609-3885/2	Y	03/03/2012
03 - REPROGRAPHICS	RECEPTION OFFI	PHOTOCOPYING	609-02588/3	Y	08/03/2010
05 - LASER PRO EXTRACT	WOODWORK CDT	LASER CUTTING	609-3885/5	N	03/03/2012
01 - FUME CUPBOARD 1	SCIENCE LAB 2	CHEMICAL REACTIONS	609-3885/1	Y	03/03/2012

Personal Information

Property Number: 3620

Name / Address:



Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
02 - PLANER/CIRCULAR SAW	D & T 1	WOODWASTE	609-03858/2	Y	13/02/2012
10 - BUFFING WHEEL	D & T 2	BUFFING/POLISHING	609-02113/10	Y	12/02/2009
01 - FUME CUPBOARD	CHEMISTRY	CHEMICAL REACTIONS	609-03858/1	Y	13/02/2012
08 - LATHE & SCROLLSAW	D & T 1	CUTTING & SHAPING WOOD	609-03858/8	N	13/02/2012
04 - FRETSAW & BANDSAW	D & T	WOODWASTE	609-03858/4	N	13/02/2012
11 - BRAZING HEARTH FORGE	D & T 2	WELDING/BRAZING	609-02113/11	Y	12/02/2009
09 - DISC SANDER T2	D & T 2	WOODWASTE	609-02113/9	Y	12/02/2009
05 - DISC SANDER T1	D & T 1	WOODWASTE	609-03858/5	N	13/02/2012
06 - BUFFER & POLISHER T1	D & T 1	BUFFING/POLISHING	609-03858/6	Y	13/02/2012
12 - BRAZING WHEEL	DES & TECH	BRAZING/WELDING	609-03332/12	U	23/02/2011
03 - RECORD POWER	SIDE ROOM TECH	CROSS CUT SAW	609-03858/3	N	13/02/2012
13 - EXHAUST & WELDING		MOTOR VEHICLE MAINTENA	609-03858/13	Y	13/02/2012
07 - BRAZING HOOD	TECHNOLOGY 1	BRAZING/ WELDING	609-03858/7	N	13/02/2012

Personal Information

Property Number: 3640

Name / Address:

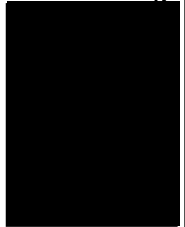
Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
07 - MARDON W/1 HEARTH	CDT W/1	BRAZING	609-03919/7	Y	19/03/2012
25 - MOBILE FUME CUP 2	LAB S11	CHEMICAL REACTIONS	609-03919/25	Y	19/03/2012
17 - MOBILE VAC	DT3	MOBILE VAC	609-03919/17	Y	19/03/2012
16 - POLISHING WHEELS	CDT ROOM B1	SCROLL SAWS	609-03919/16	Y	19/03/2012
18 - SCROLL SAW	DT3 CDT	SCROLL SAW	609-03919/18	Y	19/03/2012
19 - LASER EXTRACT	DT3 CDT	LASER CUTTING	609-03919/19	Y	19/03/2012
01 - MOBILE FUME CUPBD	LABORATORY A2	CHEMICAL REACTIONS	609-03919/01	Y	19/03/2012
21 - MULTIBRANCH	CDT W/1	CONTROLLING WOOD DUST	609-03919/21	Y	19/03/2012
22 - PREP RM VENT	PREP ROOM	DILUTE VENTILATION	609-03919/22	Y	19/03/2012
24 - KREG ROUTER	DT3	WOOD DUST	609-03919/24	Y	19/03/2012
26 - MOBILE VAC 2	CDT	CONTROLLING WOOD DUST	609-03919/26	Y	19/03/2012
10 - PAINT BOOTH	CDT W/1	PAINTING FUMES	609-03919/10	N	19/03/2012
15 - MARDON FUME EXT	CDT ROOM S7	BRAZING	609-03919/15	Y	19/03/2012
08 - MARDON W/1 DISC SAND	CDT W/1	DISC SANDING	609-03919/8	Y	19/03/2012
13 - MARDON B1	MAIN WORKSHOP	D SANDER/LATHE	609-03919/13	Y	19/03/2012
14 - MARDON S7	CDT ROOM S7	DISC SANDING	609-03919/14	Y	19/03/2012
11 - P & J B1	DT3	CIRCULAR SAW	609-03919/11	Y	19/03/2012
12 - MARDON CIRCULAR SAW	STOREROOM	CIRCULAR SAW	609-03919/12	Y	19/03/2012
02 - BUILT IN FUME CUPBD	LABORATORY A10	CHEMICAL REACTIONS	609-03919/2	Y	19/03/2012
23 - FUME CUPBOARD	PREP ROOM	CHEMICAL PREP	609-03919/23	Y	19/03/2012

Personal Information

Property Number: 3840

Name / Address:



Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
11 MARDON DUST EXTRACTOR	D&T D1-01	WOOD TURNING	609-03743/11	Y	02/11/2010
04 CHEMISTRY EXTRACT	PREP ROOM	CHEMICAL STORAGE	609-03743/4	Y	08/12/2011
13 SMELTING/CASTING	DESIGN D1-03	SMELTING/CASTING	609-03743/13	Y	08/12/2011
09 SANDING BOOTH	DESIGN D1-01	SANDING	609-03743/9	Y	08/12/2011
05 MOBILE FUME CUPBOARD	BIOLOGY 2	CHEMICAL REACTIONS	609-03743/5	Y	08/12/2011
01 DOUBLE FUME CUPBOARD	CHEMISTRY B218	CHEMICAL REACTIONS	609-03743/1	Y	08/12/2011
02 TRIPLE FUME CUPBOARD	CHEMISTRY B212	CHEMICAL REACTIONS	609-03743/2	Y	08/12/2011
10 MULTIBRANCH	DESIGN WOOD S	WOODWORKING	609-03743/10	N	08/12/2011
12 FURNACE EXTRACTION	DESIGN D1-03	SMELTING CASTING	609-03743/12	Y	08/12/2011
08 KILN EXTRACTOR	DESIGN POTTERY	KILN FIRING	609-03743/8	N	08/12/2011
07 DARK ROOM EXTRACTION	DARK ROOM DESI	PHOTOGRAPHIC PROCESSI	609-03743/7	Y	08/12/2011
06 XPELAIR	REPROGRPH 1ST	PHOTOCOPYING	609-03743/6	N	08/12/2011

Property Number: 3890	Name / Address	Surveyor: Nick D Breeze			
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Description	Location	Process	Data Number	Satisfactory	Last Inspection
15 - ROUTER 2	D&T RH ROOM 26	ROUTING	609-03838/15	Y	02/02/2012
14 - BANDSAW 2	CDT ROOM 25	CUTTING/SHAPING	609-03838/14	Y	02/02/2012
10 - MARDON MULTI EXT 1	CDT ROOM 23	CUTTING/SANDING WOOD	609-03838/10	Y	02/02/2012
11 - MARDON MULTI EXT 2	CDT ROOM 23	CUTTING WOOD	609-03838/11	Y	02/02/2012
13 - LASERPRO EXTRACT	ROOM 22	ETCHING	609-03838/13	Y	02/02/2012
21 - TCS MOB FUME CUPB	LAB L4	CHEMICAL REACTIONS	609-03838/21	Y	02/02/2012
16 - DISC SANDER 1	ROOM 26	SMOOTHING/SHAPING WOO	609-03838/16	Y	02/02/2012
20 - T30 DISC SANDER	ROOM 26	SANDING WOOD	609-03838/20	Y	02/02/2012
12 - UNION LATHE	CDT ROOM 25	SHAPING WOOD	609-03838/12	Y	02/02/2012
22 - FUSE CUPB 2	SCIENCE - RM 29	CHEMICAL REACTIONS	609-03838/22	Y	02/02/2012
03 - CHEM STORE PREP RM	PREP ROOM/LAB	CHEMICAL STORAGE	609-03838/3	Y	02/02/2012
04 - LABCAIRE FUME CUPBD	SCIENCE ROOM 8	CHEMICAL REACTIONS	609-03838/4	Y	02/02/2012
05 - CHEM STORE 6TH FM	6TH FORM SCIEN	CHEMICAL STORAGE	609-03838/5	Y	02/02/2012
17 - DISC SANDER 2	D & T ROOM 23	SMOOTHING/SHAPING	609-03838/17	Y	02/02/2012
19 - MARDON BRAZ HEARTH	CDT ROOM 26	BRAZING	609-03838/19	Y	02/02/2012
07 - BANDSAW 1	CDT RHS OF RM 2	CUTTING WOOD	609-03838/7	Y	02/02/2012
18 - P & J	CDT ROOM 26	PLANER/THICKNESSER	609-03838/18	Y	02/02/2012
09 - CIRCULAR SAW	CDT STORE ROO	CUTTING	609-03838/9	U	02/02/2012
08 - ROUTER 1	D & T ROOM 23	ROUTING	609-03838/8	Y	02/02/2012
06 - KILN HOOD	ROOM 45 ART DE	KILN FIRING	609-03838/6	Y	02/02/2012
02 - MOBILE FUME CUPBD	ROOM 30	CHEMICAL REACTIONS	609-03838/2	N	02/02/2012
01 - FUME CUPBOARD	PREP ROOM/LAB	CHEMICAL REACTIONS	609-03838/1	Y	02/02/2012

Property Number: 3930

Name / Address

Surveyor: Darren Wright

Description	Location	Process	Data Number	Satisfactory	Last Inspection
05 - MARDON 1	UPPER SCHOOL	WOODWORKING	609/003815/5	N	26/01/2012
01 - MARDON MULTI BRANCH	CDT WOODSTORE	WOODWASTE	609-003815/7	Y	23/01/2012
04 - LASER PRO EXTRACT 2	STORE ROOM	LASER CUTTING	609-03815/4	Y	26/01/2012
03 - LASER PRO EXTRACT 1	COMPUTER ROO	LASER CUTTING	609 - 03815/3	Y	26/01/2012
12 - LASER PRO EXTRACT 2	STORE ROOM	LASER CUTTING	609-02936/132	Y	18/01/2011
10 - MOBILE FUME CUPB	CHEMISTRY UPPE	CHEMICAL REACTIONS	609-03815/10	Y	26/01/2012
09 - CHEMICAL ST EXTRACT	CHEMICAL STORE	CHEMICAL FUMES	609-03815/9	Y	26/01/2012
02 - HEARTH MELTPOT	CDT METALWORK	BRAZING CASTING FUMES	609-03815/2	Y	26/01/2012
08 - XPELAIR (POTTERY)	CDT POTTERY	POTTERY FUMES	609-03815/8	Y	18/01/2011
07 - MARDON 2 PLAN/CIRC	CDT WOODWORK	WOODWASTE	609-03815/7	Y	26/01/2012
11 - XPELAIR PAINT SPRAY	CDT WOODWORK	PAINT FUMES	609-02936/5	Y	18/01/2011
06 - MARDON 3 BANDSAW	CDT WOODWORK	WOODWASTE	609-03815/6	N	26/01/2012

Property Number: 5320

Name / Address:

Surveyor: Anthony D Day

Description	Location	Process	Data Number	Satisfactory	Last Inspection
PLYMOVENT 1300	WELDING ROOM	WELDING	609-03829/1	Y	23/01/2012
VEHICLE EXHAUST EXTRACT	VEHICLE WORKS	VEHICLE EXTRACT	609-03829/2	Y	23/01/2012

Personal Information

Property Number: 5741

Name / Address:

Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
01 FUME CUPBOARD	CON AREA	CHEMICAL VAPOURS	609/03816/1	Y	12/01/2012
02 PLYMOVEIT	CONSERVATION	SPRAYING SOLVENTS	609/03816/2	Y	12/01/2012

Property Number: 5885

Name / Address:

Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
02 - VENT AXIA 2	TOP FLOOR OFFI	PHOTOCOPIER OZONE	609-03887/2	Y	05/03/2012
03 - FUME CUPBOARD	FLR 2 WORKSHOP	CHEMICAL REACTIONS	609-03887/3	Y	05/03/2012
01 - VENT AXIA 1	COPY ROOM 27	PHOTOCOPIER OZONE	609-03887/1	Y	05/03/2012

Property Number: 6080

Name / Address:

Surveyor: Nick D Breeze

Description	Location	Process	Data Number	Satisfactory	Last Inspection
DEWALT EXTRACT	MOBILE	WOOD WORKING	609-03771	N	20/12/2011

Property Number: 6320		Name / Address:		Surveyor: Anthony D Day	
Description	Location	Process	Data Number	Satisfactory	Last Inspection
02 - TWO HOOD	PRINTING DEPT	EXTRACTION	609-03888/2	N	05/03/2012
01 - SINGLE HOOD SYSTEM	SOLVENT STORE	BINCING MACHINE	609-03888/1	Y	05/03/2012
Property Number: 6652		Name / Address:		Surveyor: Anthony D Day	
Description	Location	Process	Data Number	Satisfactory	Last Inspection
01 - WELDING BENCH	WORKSHOP	WELDING	609-03653	Y	24/10/2011
Property Number: BDC002		Name / Address:		Surveyor:	
Description	Location	Process	Data Number	Satisfactory	Last Inspection
LEV 1	WORKSHOP	EXHAUST FUME	609-03811/1	Y	23/01/2012

Personal Information

Property Number: SABC056	Name / Address	Surveyor:
Description NEDERMAN 2 - EXHAUST 2	Location CPD WORKSHOP ROOF	Process WELDING & FUME VEHICLE MAINTENANCE
Number of Properties: 27	Number of Items:	Data Number
		609-03857/1
		609-03857/2
		279
End Of Report		Satisfactory Y
		Last Inspection 13/02/2012
		13/02/2012

PART 2 - PARTICULAR SPECIFICATION

EXAMINATION & TESTING OF LOCAL EXHAUST VENTILATION (LEV) SYSTEMS

Prepared by:

**Property Services
November 2012**

CONTENTS

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PARTICULAR SPECIFICATION EXAMINATION & TESTING OF LOCAL EXHAUST VENTILATION (LEV) SYSTEMS

1.0 GENERAL CONDITIONS

1.1 SCOPE OF WORK

The work consists of examination & testing of local exhaust ventilation systems, to demonstrate compliance with Regulation 9 of the Control of Substances Hazardous to Health Regulations 2002.

The examination & testing shall be completed in accordance with HSE document HSG258 Controlling airborne contaminants at work – A guide to local exhaust ventilation.

The Contractor is responsible for examination & testing of the entire LEV system, not just groups of components.

1.2 DURATION OF CONTRACT

In the first instance competitive fixed price tenders are being invited to the period 1st April 2013 – 31st March 2014, 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.

1.4 SAFETY AND WELFARE OF WORKMAN

The Contractors' attention is particularly drawn to the clause relating to the "Safety and Welfare of Workmen" in the General Conditions and Preliminaries; the contractor shall allow in his tender for complying with the clause as necessary on this contract.

1.5 IMPORTANT NOTES

Contractors shall be responsible for visiting the site(s) to take all their own measurements, site surveys, necessary particulars and should make arrangements with the establishment for gaining access to the relevant areas.

The Contractor shall familiarise himself with the site and in particular to the problems of gaining access to the site. Damage caused to any property in gaining access to the site by the Contractor or persons servicing the Contractor shall be made good at the Contractor's own expense to the satisfaction of Shropshire Council.

The Contractor shall make good any damage caused to the premises by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense to the satisfaction of Shropshire Council.

The Contractor and his employees must report to the premises office or reception whenever they are visiting site to 'book-in', and ensure they 'book-out' when leaving site.

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

The Contractor must ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable, respectable clothing and identity passes.

The work is being undertaken on active Council sites and as such the normal operation of the site(s) shall not be interfered with. Co-operation and liaison with the site manager is imperative.

1.6 IDENTITY PASSES

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

1.7 GENERAL HEALTH AND SAFETY

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

The Contractor shall provide suitable first aid facilities on site.

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

If the premises management agree to provide in-house toilet facilities, the Contractor shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the contract.

1.8 LEGISLATION

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

- Fire Precautions Act 1971
- The Health and Safety at Work etc. Act 1974
- Health and Safety (First Aid) Regulations 1981
- Electricity at Work Regulations 1989
- Construction (Head Protection) Regulations 1989
- Environmental Protection Act 1989
- The Control of pollution Act 1990
- Manual Handling Operations Regulations 1992
- Workplace (Health Safety and Welfare) Regulations 1992
- Personal Protective Equipment at Work Regulations 1992
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 1995
- Confined Space Regulations 1997
- Lifting Operations & Lifting Equipment Regulations 1998
- Provision & Use of Work Equipment Regulations 1998
- Management of Health & Safety at Work Regulations 1999
- The Fire Precautions (Workplace) (Amendment) Regulations 1999
- Control of Substances Hazardous to Health Regulations 2002
- Control of Noise at Work Regulations 2005
- Working at Height Regulations 2005
- The Control of Asbestos at Work Regulations 2006
- Construction and Design Management Regulations 2007

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

1.9 RISK ASSESSMENT

The Contractor shall carry out a detailed and recorded “Risk Assessment” for the works and submit two copies with the completed tender documents.

General Principle of Risk Assessment

The risk assessment shall identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the “relevant statutory provisions”. This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1999 associated with Health and Safety at Work.

1.10 METHOD STATEMENT

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

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

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

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

1.11 INFORMATION TO BE SUBMITTED WITH THE TENDER

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

- a generic risk assessment for tasks to be completed
- a method statement for the work to be undertaken
- the company health & safety policy document
- the names of sub-contractors
- membership or registration details of relevant professional & trade organisations
- insurance details
- details of the quality system operated by the Contractor

2.0 SCOPE OF SPECIFICATION

This part of the specification provides the basis for an examination & testing of LEV systems contract between the Client and the Contractor.

The objective of the contract is for the Contractor to provide thorough examination & testing services of LEV systems installed on Council controlled premises by a competent person. The examination is to be carried out not more than 14 months from the date of the previous examination.

The examination and testing is intended to demonstrate compliance with:

1. HSE document HSG258 Controlling airborne contaminants at work – A guide to local exhaust ventilation
2. The Control of Substances Hazardous to Health Regulations 2002
3. The Health and Safety at Work etc. Act 1974
4. The Workplace (Health, Safety and Welfare) Regulations 1992

The thorough examination and testing of LEV systems involves three stages:-

1. A thorough visual examination to verify the LEV is in efficient working order, in good repair and in a clean condition.
2. Measuring and examining the technical performance to check conformity with commissioning data
3. Assessment to check the control of worker exposure is adequate

'Client' refers to Shropshire Council's Surveying Team Leader or any person appointed by him to act on his behalf.

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

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

Unless otherwise specified the work shall comprise all labour, transport and materials necessary to complete the contract. This includes the provision of access equipment and labour.

3.0 GENERAL REQUIREMENTS

The Contractor shall provide the Client with information to allow the Client to assess the competency of the Contractor and individual personnel carrying out the examination and testing. This shall include as a minimum requirement the names and qualifications of the specific persons who may carry out examination and testing. 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, 2002'. All hazardous waste generated during sampling must be removed from site by the Contractor in compliance with the 'Health and Safety at Work etc. Act 1974'.

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

The Contractor shall advise the Head of school and college sites that their engineers may be taking photographs of the LEV systems as necessary, for inclusion with the formal report.

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

3.1 ACCESS

The Contractor shall make access arrangements 48 hours in advance with the Head or Manager of each property, giving notification that access to the property is required. It is the Contractor's responsibility to supply all access equipment, including ladders and mobile units, and then gain access to all plant & equipment listed in the Equipment Schedules.

3.2 ADDITIONS / DELETIONS OF PROPERTIES

The Client may, during the period of the contract, wish to add or delete properties from the service schedule. Any such additions or deletions shall be effected by giving the Contractor one months' notice in writing and shall be effected without penalty to the Client.

3.3 ADDITIONS / DELETIONS OF PLANT

The Client may, during the period of the contract, add items of LEV plant to the schedule for examination and testing in accordance with the procedures laid down in this Specification. Any such additions shall be in the form of an endorsement at the current contract unit cost.

The Client may, during the period of the contract, delete items of LEV plant from the schedule for examination and testing. Any such deletions shall be effected by giving one months notice in writing, without penalty to the Client and be in accordance with the 'Contract Adjustments' clause.

3.4 AUTHORISATION OF WORK

All work to be carried out beyond the scope of the Specification shall be authorised by the Client before the work is undertaken.

3.5 CONTRACT ADJUSTMENTS

For the purpose of additions and deletions, the total contract sum shall be adjusted by negotiations.

3.6 COSTS

The cost of providing the examination and testing service shall take the form of one attendance payment per property plus a unit cost for each item of LEV plant; the costs 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, the Client reserves the right to negotiate with the Contractor any proposed annual increase in rates if in its opinion they are not justified.

The Contractor will have no claim against the Client as a result of any additional works or costs due to the Contractors misinterpretation of the works described within this specification.

3.7 DELEGATION

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

3.8 EQUIPMENT SCHEDULE

The Contractor will be provided with a schedule of all properties having LEV systems to be examined and tested during the year. The schedule will show the site location, LEV system and date of last examination and test.

The schedules for the forthcoming year will be submitted to the Contractor prior to 31st March each year. The Contractor shall amend his records and programme of visits in accordance with the submitted schedules and any subsequent additions or deletions, as authorised by the Client.

3.9 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 Clients attention.

3.10 LIABILITY FOR ACCIDENTS & DAMAGE

The Contractor shall exercise reasonable care in carrying out its obligations and agrees to indemnify the Client in respect of all damage to property and injury to persons to the extent that such damage or injury arises directly from the Contractor's negligence, but the liability of the Contractor in respect of such damage shall be limited to a maximum of five million pounds in any one event.

3.11 PAYMENT

Payment of invoices will be made in arrears following the submission of the examination and testing report. Invoices must clearly state the relevant property name, number and amount. Invoices shall be forwarded within 14 days from the date of the examination and testing being carried out.

3.12 TRANSPORT

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

4.0 EXAMINATION & TESTING REPORTS AND INVOICES

The Contractor's formal report shall be submitted stapled to the invoice, on a form approved by the Client but supplied by the Contractor. The use of the standard HSE reporting form is the preferred format; the form is available from the HSE website (www.hse.gov.uk/lev).

The report shall be stapled to the invoice and submitted to the Client within 14 days of the service visit, each report being countersigned by the caretaker or other responsible person on site. Photographs should be included where appropriate to highlight specific points.

4.1 Log Books

In accordance with HSG258 each LEV system requires a logbook. Brand new systems must have a logbook any existing systems logbooks need to be created. Logbooks should contain information on schedules for checking, maintenance, records or checks/reports, compliance checks etc. Provisions of log books should be included in the examination and testing.

The service report shall contain and make reference to the following:-

Property name	
Property reference number	

Summary Action Plan

Item in LEV system	Action Required	Priority*	Person to take action	Target Date	Date Completed
Item:					
Insert rows as necessary					
Examiner name	Signature		Client name	Signature	
	Date		I accept this report	Date	

Priority – e.g. 1 = high, 2 = normal, 3 = routine

Examiner: green boxes – Employer: yellow boxes

Final Assessment of Level of Control

Substance	
Sources	
Relevant WEL / benchmark used	
Is the system used properly?	Yes / No
Is the system in good repair?	Yes / No
Is the system clean?	Yes / No
Is control adequate (COSHH Regulation 7)?	Yes / No / Uncertain *

* Uncertain: have air sampling and personal exposure monitoring.

Further information – e.g. COSHH essentials sheet G409

Conclusion on control effectiveness

Examiner's statement and supporting evidence	
General recommendations for action to restore the LEV system to its benchmark condition	

General Information

Property name	
Property reference number	
Name of Designated Person (In charge of LEV system)	

System reference number or identifier	
Location of LEV System	
Hazardous substance/s	
Process causing source/s	
Movable / fixed hoods - numbers	
Have there been any changes to the system or the process since the last thorough examination and test?	
LEV system tested during normal use? *	
Number of enclosures / hoods / branches	
Maximum number of enclosures / hoods etc used at once	

If the conditions at the time of the test were different to normal use, state why the tests done were valid: _____

Since the last thorough examination and test:

Have the materials processed changed? If so, how	
Have the work procedures changed? If so, how	
Has the layout changed? If so, how	

Photograph and Plan of LEV System

Include a photograph of the system and important parts.
Insert a copy of the diagram, e.g. in the User Guide.
Or make a simple sketch diagram of the LEV system.

Identify the key points of the system
Indicate on the diagram enclosure or hood reference numbers and sampling points.

Carry out a visual inspection and review the physical condition of the LEV system:
Are there any obvious defects - holes, blockages, leaks, and dust heaps, etc?

Visual Appraisal of LEV System

Item	Condition
Capture hood / Receptor hood / Enclosure	
Ducting	
Air cleaner	
Air mover	
Discharge	
Monitoring instruments e.g. manometers, gauges	
Operator aids e.g. jigs, turntables	

Qualitative assessment of effectiveness

Observation of operators using the LEV:	Observations and comments
Capture hood / Receptor hood / Enclosure	
Monitoring instruments	
Other components	

Qualitative smoke tests / dust lamp tests

Item	Test	Observations and comments
Capture hood / Receptor hood / Enclosure		
Ducting to air mover		
Discharge		

Release smoke at the source of contaminant with the process running normally
Warn employees – you may need to turn off alarms

Enclosures / Hoods

Reference Number or identifier	Process – Source location	Type of hood / enclosure & dimensions	Hood Static Pressure	Face Velocities (range)	Average Face Velocity	Capture Velocity *	Volume flow rate	Result vs. benchmark*
		(m)	(Pa)	(m/s)	(m/s)	(m/s)	(m ³ /s)	
Insert extra rows								
Measurement technique used								
Static pressure gauge or flow indicators fitted **		Yes/No						
Comment on performance								
Recommendations and priority ***								

* Only required for capture hoods

** Recommend installing such devices

***e.g. 1 = high, 2 = normal, 3 = routine

Make a statement whether the LEV system is still achieving the benchmark performance.
If not, recommend the adjustments or repairs needed.

Ducting transporting powders / dusts / droplets

Reference Number or identifier	Test Point Location	Length & type *	Area X-section	Benchmark Velocity	Average Velocity	Flow Rate	Static Pressure
		(m)	(m ²)	(m/s)	(m/s)	(m ³ /s)	(Pa)
xxx							
Insert extra rows							
Measurement technique used:							
Comments **							
Recommendations and priority ***							

*shape: ○ □ □ / other

** include observations on damper settings

***e.g. 1 = high, 2 = normal, 3 = routine

Filter/Collector Device

Type		Measurement Technique
Make/Model and identifier		
Filter Medium (if fitted)		
Volume Flow, m ³ /s		
Static Pressure at Inlet, Pa		
Static Pressure at Outlet Pa		
Static Pressure across the unit Pa		
Air returned to workplace?	Yes / No	
Comments		
Recommendations and priority *		

*e.g. 1 = high, 2 = normal, 3 = routine

Fan or Air Mover

Type		Measurement Technique
Make/Model and identifier		
Rating (kW and rpm)		
Direction of rotation	Correct or incorrect direction	
Volume flow rate (m ³ /s)		
Static Pressure at Outlet, Pa		
Static Pressure at Inlet, Pa		
Comments		
Recommendations and priority *		

*e.g. 1 = high, 2 = normal, 3 = routine

Return of exhaust air to workroom

Filter Efficiency		Measurement Technique
Static Pressure at Inlet, Pa		
Estimate of concentration of contaminant in returned air		
Comments		
Recommendations and priority *		

*e.g. 1 = high, 2 = normal, 3 = routine

Make-up air

Adequate quantity		Measurement Technique
Induced draughts		
Comments		
Recommendations		

Alarms

Hood / enclosure	
Duct	
Air cleaner	
Air mover	
Returned air	
Comments	
Recommendations	

Test Information

Air monitoring – position	Result
<i>(Insert further rows as necessary)</i>	
Comments	
Recommendations	

Records

Date of Previous test	
Date of This Test	
Date Next Test Due	
Test Company Name	
Printed Name of Examiner	
Signature of Examiner	

The employer should keep the record of the examination and test for at least five years.
And keep a copy at the workshop containing the LEV system.

The examiner should complete the 'thorough examination and test' report, date and sign it, and deliver it to the client.

Process operators also need information. The examiner should attach a simple label to each LEV hood, indicating its effectiveness:

Examiner should attach a simple label to every hood examined and tested

Test Record

Test date:.....	
Next test:.....	
Examiner:.....	

Where control failure requires remedy or repair, the examiner should instead attach a red 'fail' label to the hood

Inadequate control

Test date:.....	F A I L
Next test:.....	
Examiner:.....	

The details appear in the Summary Action Plan (above), part of the examiner's report.
The employer must plan and schedule repair and re-test.

5.0 TENDER FORM

SHROPSHIRE COUNCIL MAINTAINED PROPERTIES

WORK DURING PERIOD 1ST APRIL 2013 TO 31ST MARCH 2014 **WITH REVIEWS AND EXTENSIONS UNTIL 31ST MARCH 2017**

Examination and Testing of Local Exhaust Ventilation Systems

Attendance per site	Unit Cost	£ _____
Item of plant	Unit Cost	£ _____
Normal Working Day	Hourly Cost	£ _____
Saturdays/Out of Hours	Hourly Cost	£ _____
Sundays/Bank Holidays	Hourly Cost	£ _____
Transport Costs	Per Mile	£ _____
Base to be used for calculating mileage	_____	

To be returned with Tender documents

Company Name:

Signed:

Date:



Tender Response Document

IOC 066 - MAINTENANCE OF LOCAL EXHAUST VENTILATION EQUIPMENT

Name of TENDERING
ORGANISATION
(please insert)

Shield On-Site Services

Shropshire Council Tender Response Document

Contract Description:

The work consists of examination & testing of local exhaust ventilation systems, to demonstrate compliance with Regulation 9 of the Control of Substances Hazardous to Health Regulations 2002.

The examination & testing shall be completed in accordance with HSE document HSG258 Controlling airborne contaminants at work – A guide to local exhaust ventilation.

The Contractor is responsible for examination & testing of the entire LEV system, not just groups of components.

In the first instance competitive fixed price tenders are being invited for the period 1st April 2013 – 31st March 2014, thereafter the contract may be extended annually for a further period of three years subject to satisfactory performance during the contract year and the submission of a mutually agreed adjustment for the tender sum for the ensuing 12 months.

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: Nick Breeze, Senior Surveyor South – 01743 281087 or via email quoting the contract reference to nick.breeze@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

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You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	10
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Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1.1 & 1.2	Adequate Accreditations and Skills Level

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

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

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

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

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

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

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

There are also the following mandatory pass/fail requirements which if failed will lead to an applicant being automatically rejected:-

Section C	1.1 & 1.2	The holding of required insurance
Section E	1.2	The holding of required CHAS accreditation

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 40% (400 marks)		
Section H / Q 1	Price	400 max marks
Total for price		400 max marks
Quality 60% (600 marks)		
Section F / Q 2.1	Service Report	100 max marks
Section F / Q 2.2	LEV Systems Logbook	50 max marks
Section F / Q 2.3	Asbestos Awareness Training	100 max marks
Section F / Q 2.4	Methodology Statement	150 max marks
Section F / Q 2.5	Qualifications	150 max marks
Section F / Q 2.6	CRB Checks	50 max marks
Total for quality		600 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	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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

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

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **400**. **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.

The annual contract price will be evaluated using the rates tendered in Section H.

The cost will be calculated as below:




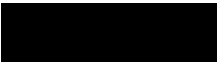


The unit cost for attendance per site x The number of properties listed (27) on the Property Schedule

The unit cost for item of plant x the number of systems on site (as shown on the Property Schedule)

The totals of the above calculations will be added together to give the annual contract price

Section A:

1. Form of Tender

<u>Form of Tender</u>			
<p>Shropshire Council</p> <p>The work consists of examination & testing of local exhaust ventilation systems, to demonstrate compliance with Regulation 9 of the Control of Substances Hazardous to Health Regulations 2002.</p> <p>The examination & testing shall be completed in accordance with HSE document HSG258 Controlling airborne contaminants at work – A guide to local exhaust ventilation.</p> <p>The Contractor is responsible for examination & testing of the entire LEV system, not just groups of components.</p> <p>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 examination and testing of local exhaust ventilation systems at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and C</p>			
Signature		Name	
Date			
Designation	General Manager, Compliance Services		
Company	Shield On-Site Services		
Address	Unit 5 Loomer Road Newcastle under Lyme Staffordshire		
	Post Code	ST5 7LB	
Tel No		Fax No	
E-mail address			
Web address	www.shieldon-siteservices.com		

Section A:
2. Non-Canvassing Certificate

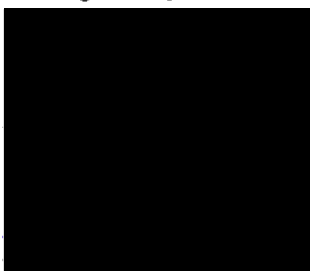
Non-Canvassing Certificate

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

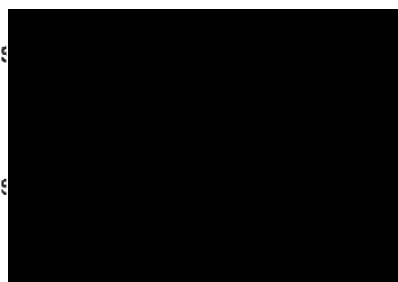
I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

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

Signed (1) .



Status



Signed (2) .

Status

(For and on behalf of SHIELD ON-SITE SERVICES LTD.....)

Date 14/1/2013.....

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 SHIELD ON-SITE SERVICES LTD.....)

Date 14/1/2013

Section A:

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

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

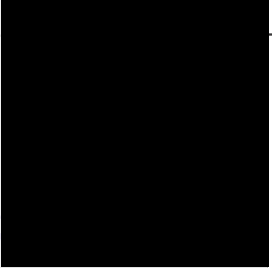

~~Yes~~ / No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)		Status... <u>COMPANY SECRETARY</u>
Signed (2)		Status... <u>BUSINESS DIRECTOR</u>
(For and on behalf of ... <u>SHIELD ON-SITE SERVICES LTD</u> ...)		
Date ... <u>14/1/2013</u>		

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Shield On-Site Services Address: Unit 5 Loomer Road Newcastle under Lyme Postcode: ST5 7LB Tel: 01782 576590 Email: [REDACTED]	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number: 7814171	
1.3	Details of the individual completing this application and to which we may correspond: Name: [REDACTED] Job title: General Manager, Compliance Services Correspondence Address: Unit 5 Loomer Road Newcastle under Lyme Postcode: ST5 7LB Tel: [REDACTED] Email: [REDACTED]	
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	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES</p> <p>YES/NO</p>

2.	Company History/Background	
2.1	Date Company established: November 2011 as Shield On-Site Services; previously as ALcontrol for over ten years	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	<p>How many years has your company been providing examination and testing of local exhaust ventilation systems?</p> <p>>15 years</p>	
2.5	Total number of employees: 120	
2.6	Total number of employees engaged solely in the provision of examination and testing of local exhaust ventilation systems? 8	

Section C:

Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (<i>mandatory requirement</i>)	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company [REDACTED]</p> <p>Date policy taken out [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance (<i>mandatory requirement</i>)	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company [REDACTED]</p> <p>Date policy taken out [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES

2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>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.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>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</p> <table border="1"> <tr> <th colspan="3"><u>Company –</u> ACTA* Holland (100% interest in Shield)</th><th>Accounts Enclosed</th></tr> <tr> <th><u>Year</u></th><th><u>Turnover</u></th><th><u>Profit(Loss)</u></th><th></th></tr> <tr> <td>2009/10</td><td>██████</td><td>██████</td><td>YES</td></tr> <tr> <td>2010/11</td><td>██████</td><td>██████</td><td>YES</td></tr> <tr> <td>2011/12</td><td>██████</td><td>██████</td><td>YES</td></tr> </table> <p>UK Only Annual Accounts for 2012 are due in March 2013 (If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company –</u> ACTA* Holland (100% interest in Shield)			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2009/10	██████	██████	YES	2010/11	██████	██████	YES	2011/12	██████	██████	YES
<u>Company –</u> ACTA* Holland (100% interest in Shield)			Accounts Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2009/10	██████	██████	YES																		
2010/11	██████	██████	YES																		
2011/12	██████	██████	YES																		
2.2	<p>Please show below your company's turnover in the provision of examination and testing of local exhaust ventilation systems in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <tr> <th><u>Year</u></th><th>Turnover in relation to examination and testing of local exhaust ventilation systems</th></tr> <tr> <td>2009/10</td><td>██████</td></tr> <tr> <td>2010/11</td><td>██████</td></tr> <tr> <td>2011/12</td><td>██████</td></tr> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to examination and testing of local exhaust ventilation systems	2009/10	██████	2010/11	██████	2011/12	██████												
<u>Year</u>	Turnover in relation to examination and testing of local exhaust ventilation systems																				
2009/10	██████																				
2010/11	██████																				
2011/12	██████																				

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?	NO
1.2	If YES to 1.1 please provide further details. NOT APPLICABLE	

2.	Contract Terminations/Deductions	
2.1	Please give details of all examination and testing of local exhaust ventilation systems contracts which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. NONE APPLICABLE	
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 APPLICABLE	

Section E: **Health & Safety and Equal Opportunities**

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	YES
1.2	<p>Do you currently have CHAS Accreditation, an external health and safety accreditation, (Contractors Health and Safety Assessment Scheme), OR 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</p> <p><u>This is a Mandatory Requirement</u></p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p>	YES

1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: CHAS (plus Constructionline & Safecontractor)</p> <p>Reference No: Certificates Attached</p> <p>Date accreditation expires or is to be renewed: Feb 2013, renewal in progress</p> <p>Please tick here if a copy of certificate attached <input checked="checked" type="checkbox"/></p>	
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?	NO
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p> <p>N/A</p>	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>All risk assessments are job specific; examples can be provided upon request</p>	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>Please see attached 1.8 "H&S Training, Field Staff"</p>	
1.10	Does your company monitor:	
	(a) Accidents	YES
	(b) Ill health caused by work	YES
	(c) Health & Safety Performance	YES

1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p>Based on HSG65; Please see attached “1.11 SOSS HSMSv1”</p>	YES						
1.12	<p>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.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td style="text-align: center;">0</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>		Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	1
Total								
No. of accidents reported under RIDDOR last year	0							
No. of accidents reported under RIDDOR this year	1							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>Please see attached “1.13 SOSS Consultation & Communication Procedure”</p>	YES						
1.14	Will you be using any sub contractors as part of this contract?	NO						
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>N/A</p>							
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>N/A</p>							

1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>H&S Matters are managed internally; Shield On Site Services provides H&S advice and consultancy to our clients, therefore we have a number of competent staff.</p> <p>Mark Booth is our SHEQ Manager, who holds a NEBOSH General Certificate plus over 5 years experience in H&S Management.</p> <p>Further details are given in Section 3.2.4 of Attachment 1.11 "SOSS HSMSv1"</p>
2.	<p>Equal Opportunities</p>
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>

2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010</p> <p>Please see attachment 2.1“Equality, Diversity & Equal Pay”</p>	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <p>Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; Advance equality of opportunity between those who share protected characteristics and those who do not; Foster good relations between those who share protected characteristics and those who do not.</p> <p>How do you promote equality towards both service users and employees as part of your operations?</p> <p>All advertisements highlight that we are Equal Opportunity Employers; all new employee inductions include awareness training on equality. All managers have specific external training on equality.</p> <p>Further details are given within Attachment “2.1 Equality, Diversity & Equal Pay”</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	<p>If YES to 2.3, please give details.</p> <p>NOT APPLICABLE</p>	

2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	NO
2.6	If YES to 2.5, please give details. NOT APPLICABLE	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="checked" type="checkbox"/></p> <p>Please see attached 2.7 “Advertisement Example”</p>	<p>YES</p> <p>YES</p> <p>YES</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>SOSS endeavour to employ staff, both permanent and temporary, from under-represented groups where possible, taking into account the niche skills required to complete the professional services we provide to our clients.</p> <p>We actively employ from our local colleges and the University of Staffordshire, who pride themselves on being diverse and inclusive in their student intake.</p> <p>We do not have ‘evidence’ of actively employing specifically from under-represented groups; however, we do have a number of employees currently from these groups and can provide Equal Opportunities data to illustrate this upon request</p>	

2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>Yes, please see attached: 2.9 Grievance Procedure 2.9 Dignity at Work Procedure 2.9 Dignity at Work Managers' Factsheet</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">NOT APPLICABLE</p>	YES/NO

Section F:

Contract Experience and References

[illegible]

2.	
2.1	<p>In order to show how you will deliver the required services to the Council please provide a sample of the service report. The use of the standard HSE reporting form is the preferred format.</p> <p>Sample of service report YES</p> <p>This is worth a maximum of 100 marks it has a weighting of 10</p>
2.2	<p>Please provide a sample of the LEV systems logbook that will be left on site</p> <p>Sample of logbook enclosed YES</p> <p>This is worth a maximum of 50 marks it has a weighting of 5</p>
2.3	<p>Please confirm that your employees who will be employed on this service contract have completed the Asbestos Awareness Training YES</p> <p>Please enclose evidence for each employee Certificate(s) Enclosed YES</p> <p>This is worth a maximum of 100 marks it has a weighting of 10</p>
2.4	<p>Please provide a methodology of how you would plan to examine and test a bandsaw</p> <p>This is worth a maximum of 150 marks it has a weighting of 15</p> <p>Please see attached 2.4 “Bandsaw LEV Extraction Methodology”</p>
2.5	<p>Please confirm that the examiners who will be carrying out LEV examination and testing hold one or more of the following qualifications:</p> <p>BOHS P601 Certificate Enclosed YES*</p> <p>BOHS M103/W505 Certificate Enclosed YES / NO</p> <p>BOHS Certificate or Diploma of Operational Competence in Occupational Hygiene Certificate Enclosed YES</p> <p>*Please note, BIOH Workplace Control is also relevant (pre-dates P601/M103)</p> <p>This is worth a maximum of 150 marks it has a weighting of 15.</p>

2.6	<p>What percentage of your Company staff who will be employed on this service contract have been through the CRB (Criminal Records Bureau) checking process.</p> <p>100%</p> <p>This is worth a maximum of 50 marks it has a weighting of 5</p> <p>(Note: Marks will be awarded proportionately to the % of the staff employed on the contract with CRBs. e.g. 100% will receive 50 marks, 60% will receive 30 marks, 50% will receive 25 marks)</p>
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Section G: **Accreditations and Skills Level**

1.	Accreditations				
1.1	<p>Please list any professional or trade organisations or EU equivalent by which your company is accredited. You should only list those that are relevant to this contract and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	BOHS	Associate [REDACTED]	24/05/12	Annual CPD Required	
Licentiate [REDACTED]		Apr 2005 Jan 2003 Jun 2007			
Member [REDACTED]		Jan 2003			
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent – 9001:2008, 14001:2004) or EU Equivalent.</p>				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	UKAS	0206	ISO10720:1998	Dec 2011	Nov 2013
	UKAS	0642	ISO17025:1998	Nov 2012	Nov 2013
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES

Section H: **Tender Schedule**

1.	Pricing Schedule
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SHROPSHIRE COUNCIL MAINTAINED PROPERTIES

WORK DURING PERIOD 01 APRIL 2013 TO 31 MARCH 2014 **WITH REVIEWS AND EXTENSIONS UNTIL 31 MARCH 2017**

Examination and Testing of Local Exhaust Ventilation Systems

Attendance per site	Unit Cost	
Item of plant	Unit Cost	
ANNUAL CONTRACT PRICE		

For Information Only (the hourly costs below will not be used in the price evaluation)

Normal Working Day	Hourly Cost	
Saturdays/Out of Hours	Hourly Cost	
Sundays/Bank Holidays	Hourly Cost	
Transport Costs	Per Mile	
Base to be used for calculating mileage		

To be returned with Tender documents

Company Name: **Shield On-Site Services**

Signed:

Date:

Shield On-Site Services
Unit 5
Loomer Road
Newcastle under Lyme
ST5 7LB

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

28 March 2013

Dear Sirs

IOC 066 – MAINTENANCE OF LOCAL EXHAUST VENTILATION EQUIPMENT

SUBJECT TO CONTRACT

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

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

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

Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 6 tenders received)
Price (out of 400 marks)	400	400	1
Quality (out of 600 marks)	584	584	2
Overall	984	984	1

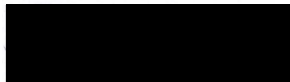
Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-

Personal Information

QUALITY - 60% (out of 600 marks)			Shield On-Site Services		
Section F	Experience, References Questions	Weighting	Question Marks	Weighted Marks	Justifications
2.1	Service Report	10	9	90	Clear concise and easily legible.
2.2	LEV Systems Logbook	5	8	40	Clear and concise, easily legible. Could have included an actual logbook as some other submissions have for a higher mark.
2.3	Asbestos Awareness Training	10	10	100	All relevant staff hold required Certification.
2.4	Methodology Statement	15	9	135	Good content and good technical information.
2.5	Qualifications	15	10	150	All staff hold relevant certificate BOHS.
2.6	CRB Checks	5	10	50	All staff checked.
Total Quality Score			565		
TOTAL WEIGHTED QUALITY SCORE			584		
RANK			2		

We will be in touch with you again.

Yours faithfully



Steph Jackson
Head of Customer Support & Assets
Shropshire Council

Nick Breeze
Senior Surveyor South
Shared Services
Shropshire Council