

UK-Shrewsbury: Repair and maintenance of plant.

UK-Shrewsbury: Repair and maintenance of plant.

Section I: Contracting Authority

I.1) Name, Addresses and Contact Point(s):

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992, Email: procurement@shropshire.gov.uk

Contact: [REDACTED] - Procurement Manager

Further information can be obtained at: As Above

Specifications and additional documents: As Above

Tenders or requests to participate must be sent to: As Above

I.2) Type of the contracting authority:

Regional or local authority

I.3) Main activity:

General Public Services

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

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

Section II: Object Of The Contract: SERVICES

II.1) Description

II.1.1) Title attributed to the contract by the contracting authority: IMC 183 - Maintenance of Air Conditioning, Refrigeration Heat Pumps & Ventilating Plant

II.1.2) Type of contract and location of works, place of delivery or of performance: SERVICES

Service Category: 1

Region Codes: UKG22 - Shropshire CC

II.1.3) Information about a public contract, a framework or a dynamic purchasing system: The notice involves a public contract

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

Repair and maintenance of plant. The contract will consist of planned preventative maintenance of air conditioning, refrigeration and ventilating plant Contractors to work as required in Council properties and those of other external clients in the provision of this service.

The Contract will commence on 1st April 2016 for an initial period of 3 years with the option to extend for a further 12 month period.

As a public authority, in line with the Public Services (Social Value) Act 2012 the Council has due regard to economic, social and environmental well-being in Shropshire. Accordingly the council is looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable.

II.1.6) Common Procurement Vocabulary:

45259000 - Repair and maintenance of plant.

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

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

II.1.8) Lots:

This contract is divided into lots: No

II.1.9) Information about variants:

Variants will be accepted: No

II.2) Quantity Or Scope Of The Contract

II.2.1) Total quantity or scope:
Not Provided
Estimated value excluding VAT: 327,000
Currency: GBP

II.2.2) Options: No
II.2.3) Information about renewals:
This contract is subject to renewal: No
II.3) Duration Of The Contract Or Time-Limit For Completion
Starting: 01/04/2016
Completion: 31/03/2020

Information About Lots

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions relating to the contract
III.1.1) Deposits and guarantees required:
See tender documentation

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

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:
Joint & Severable Liability

III.1.4) Other particular conditions:
The performance of the contract is subject to particular conditions: No
III.2) Conditions For Participation

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

See tender documentation
III.2.2) Economic and financial capacity
Economic and financial capacity - means of proof required:

Information and formalities necessary for evaluating if requirements are met:
See tender documentation

III.2.3) Technical capacity
Technical capacity - means of proof required

Information and formalities necessary for evaluating if requirements are met:
See tender documentation

III.2.4) Information about reserved contracts: Not Provided

III.3) Conditions Specific To Service Contracts

III.3.1) Information about a particular profession:
Execution of the service is reserved to a particular profession: No

III.3.2) Staff responsible for the execution of the service:
Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: No

Section IV: Procedure

IV.1) Type Of Procedure
IV.1.1) Type of procedure: Open

IV.2) Award Criteria
IV.2.1) Award criteria:
The most economically advantageous tender in terms of

The criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

IV.2.2)Information about electronic auction:
An electronic auction will be used: No

IV.3)Administrative Information

IV.3.1)File reference number attributed by the contracting authority: IMC 183

IV.3.2)Previous publication(s) concerning the same contract: Not Provided

IV.3.3)Conditions for obtaining specifications and additional documents or descriptive document:

Date: 11/01/2016

Payable documents: No

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

Date: 12/01/2016

Time: 12:00

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

IV.3.7)Minimum time frame during which the tenderer must maintain the tender Not Provided

IV.3.8)Conditions for opening tenders

Not Provided

Section VI: Complementary Information

VI.1)This Is A Recurrent Procurement: Yes

Estimated timing for further notices to be published: 4 years

VI.2)Information about European Union funds:

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

VI.3)Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Repair-and-maintenance-of-plant./8D73D84ZG7>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/8D73D84ZG7>

GO-20151118-PRO-7339761 TKR-20151118-PRO-7339760

VI.4)Procedures For Appeal

VI.4.1)Body responsible for appeal procedures:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992

VI.4.2)Lodging of appeals: The contracting authority will incorporate a minimum 10 day calendar day standstill period at the point of information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Additional information should be requested from the contact in Section 1.1. If an appeal regarding the award of contract has not been successfully resolved the Public Contracts Regulations 2006 (S1 2006 No 5) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England and Wales).

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

Not Provided

VI.5) Date Of Dispatch Of This Notice: 18/11/2015

ANNEX A

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

Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.
Shirehall, Shrewsbury, SY2 6ND, United Kingdom

personal info

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Bidder

IMC 183 – MAINTENANCE OF AIR CONDITIONING, REFRIGERATION AND HEAT PUMPS

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. Appendix 1 – Schedule of Properties and equipment
5. Appendix 2 – Air Conditioning Servicing Schedule
6. Particular Specification
7. Hazard Identification & Risk Assessment (HAZRA)

Tenders should be made on the enclosed Tender Specification and Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. 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 12th January 2016**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

- Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on **18th November 2015** to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

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

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

Other Details

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

Please also note that Shropshire Council is committed to achieving Social Value outcomes through all its procurement activity, specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

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

personal info

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

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

Yours faithfully



Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

**IMC 183 – Maintenance of Air
Conditioning, Refrigeration &
Heat Recovery**

Shropshire Council Instructions for tendering

Contract Description:

The contract will consist of planned preventative maintenance of air conditioning, refrigeration heat and ventilating plant contractors to work as required in Council properties and those of other external clients in the provision of this service.

The contract will commence on 1st April 2016 for an initial period of 3 years with the option to extend for a further 12 month period.

Index

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	3
2.0	Terms and Conditions	3
3.0	Preparation of Tenders	4
3.1	Completing the Tender Response Document	4
3.2	Tender Preparation and Cost	4
3.3	Parent Company Guarantee	5
3.4	Warranty	5
4.0	Tender Submission	5
5.0	Variant Bids	6
6.0	Tender Evaluation	6
7.0	Clarifications	7
8.0	Continuation of the Procurement Process	7
9.0	Confidentiality	8
10.0	Freedom of Information	9

11.0	Disqualification	10
12.0	E-Procurement	11
13.0	Award of Contract	11
13.1	Award Criteria	11
13.2	Award Notice	11
13.3	Transparency of Expenditure	11
14.0	Value of Contract	11
15.0	Acceptance	11
16.0	Payment Terms	12
17.0	Liability of Council	12
18.0	Attendance at Committee	12
19.0	Declaration	13

1.0 Invitation to Tender

- 1.1** You are invited to tender for the Maintenance of Air Conditioning, Refrigeration and Heat Recovery as detailed in the Tender Response Document. The contract will be for an initial period of **3 years** commencing on the **1st April 2016** with the option to extend for a further period of up to 1 year.
- 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.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.0 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless

the Council shall previously have expressly agreed in writing to the contrary.

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

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

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

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

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. Tenders must be submitted by the deadline of **noon, 12th January 2016**.
- 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** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 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 **6th January 2016**.
- 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 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

SHROPSHIRE COUNCIL

GENERAL TERMS

AND

CONDITIONS

FOR

THE SUPPLY

OF

GOODS SERVICES AND WORKS

TABLE OF CONTENTS

1. DEFINITIONS

1

2. GENERAL
3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS
4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES
5. PRICE AND PAYMENT
6. DELIVERY
7. LOSS OR DAMAGE IN TRANSIT
8. INSPECTION
9. REJECTION
10. TITLE - PASSING PROPERTY
11. THE COUNCIL'S OBLIGATIONS
12. WARRANTY
13. INDEMNIFICATION
14. TERMINATION AND CANCELLATION
15. PREVENTION OF BRIBERY
16. INTELLECTUAL PROPERTY RIGHTS
17. INDEPENDENT CONTRACTORS
18. SEVERABILITY
19. ASSIGNMENT, TRANSFER AND SUB-CONTRACTING
20. WAIVER
21. HAZARDOUS GOODS
22. NOTICES
23. CONFIDENTIALITY
 - 23A. AGREEMENT STATUS
24. COUNCIL DATA
25. PROTECTION OF PERSONAL DATA
26. COUNCIL DATA AND PERSONAL DATA AUDITS
27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')
28. INSURANCE
29. EQUALITIES
30. HUMAN RIGHTS
31. HEALTH AND SAFETY AT WORK
32. FREEDOM OF INFORMATION ACT 2000 & ENVIRONMENTAL INFORMATION REGULATIONS 2004
33. SAFEGUARDING
34. SUSTAINABILITY
35. EXPIRY
36. AUDIT AND MONITORING
37. RIGHTS OF THIRD PARTIES
38. ENTIRE AGREEMENT
39. FORCE MAJEURE
40. GOVERNING LAW AND JURISDICTION
41. COMPLAINTS PROCEDURE
42. DISPUTES
43. STAFFING SECURITY [where used]
44. SECURITY REQUIREMENTS [where used]

These General Terms and Conditions are incorporated in contracts **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.
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
"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 of Agreement"	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
'Prohibited Act'	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
"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
'Regulated Activity'	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
'Regulated Provider'	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
"Request for Information"	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
"Services"	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software'	Specially Written Software, Contractor Software and Third Party Software;
'Specially Written Software'	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to

	provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
"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.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

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.
- 2.5 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council (**W**) (**Z**)

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 30 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 30 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 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 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.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 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 PREVENTION OF BRIBERY (W) (Z)

15.1 The Contractor:

- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;
- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

15.2 The Contractor shall:

- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant

government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.

15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.

15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.

15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:

a) with the authority; or,

b) with the actual knowledge;

of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or

c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

15.6 Any notice of termination under clause 15.5 must specify:

a) the nature of the Prohibited Act;

b) the identity of the party whom the Council believes has committed the Prohibited Act; and

c) the date on which this Agreement will terminate.

15.7 Despite clause 42 (Disputes), any dispute relating to:

a) the interpretation of clause 15; or

b) the amount or value of any gift, consideration or commission,

shall be determined by the Council and its decision shall be final and conclusive.

15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

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 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.

19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement. Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.

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

19.5 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.

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

20 WAIVER

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

21 HAZARDOUS GOODS

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

22 NOTICES

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

23 CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
 - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:

- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
 - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
 - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

- 23A.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:

24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and

24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and

24.5.3 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 Data.

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 effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

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) cover for any one claim.

28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.

28.3.1 The Contractor shall hold and maintain the insurances required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement

28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term..

28.5 The Contractor shall:

- (a) do nothing to invalidate any insurance policy
- (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

28.6 For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.

28.7 Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":

28.7.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:

- (i) details of the policy concerned; and
- (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and

28.7.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:

- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
- (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

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.

31 HEALTH AND SAFETY AT WORK (Z)

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

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

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

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

33 SAFEGUARDING(W) (Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.

33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.

33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

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

35 EXPIRY

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

36 AUDIT AND MONITORING) (W) (Z)

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

37 RIGHTS OF THIRD PARTIES

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

38 ENTIRE AGREEMENT

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

39 FORCE MAJEURE

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

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

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

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

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

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably

practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

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

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

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

40 GOVERNING LAW AND JURISDICTION (W)

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

41 COMPLAINTS PROCEDURE (W) (Z)

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

41.1.1 is easy to access and understand

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

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

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

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

41.2 The Contactor shall ensure that:

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

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

41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigations 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 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 endeavours 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 endeavours 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 [<i>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)</i>];
"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

Appendix 1 - Schedule of Properties and Eq

<u>System Code</u>	<u>Group</u>	<u>Contract Description</u>	<u>Sub Group Description</u>
	579 M01	Aircon	Air conditioning
	580 M01	Aircon	Air conditioning
	659 M01	Aircon	Air conditioning
	660 M01	Aircon	Air conditioning
PLA0006646	M33	Pool Heat Recovery Units	Calorex - R22
PLA0006647	M33	Pool Heat Recovery Units	Calorex - R22
	741 M01	Aircon	Air conditioning
	1010 M01	Aircon	Air conditioning
	1205 M01	Aircon	Air conditioning
	1352 M01	Aircon	Air conditioning
	1602 M01	Aircon	Air conditioning
	1603 M01	Aircon	Air conditioning
	572 M01	Aircon	Air conditioning
	574 M01	Aircon	Air conditioning
	719 M01	Aircon	Air conditioning
	720 M01	Aircon	Air conditioning
	721 M01	Aircon	Air conditioning
	722 M01	Aircon	Air conditioning
	723 M01	Aircon	Air conditioning
	724 M01	Aircon	Air conditioning
	725 M01	Aircon	Air conditioning
	726 M01	Aircon	Air conditioning
	727 M01	Aircon	Air conditioning
	1538 M01	Aircon	Air conditioning
	798 M01	Aircon	Air conditioning
	1578 M01	Aircon	Air conditioning
	597 M01	Aircon	Air conditioning
	992 M01	Aircon	Air conditioning
	1456 M01	Aircon	Air conditioning
	1457 M01	Aircon	Air conditioning
	1458 M01	Aircon	Air conditioning
	1459 M01	Aircon	Air conditioning
	1460 M01	Aircon	Air conditioning
	1461 M01	Aircon	Air conditioning
	1462 M01	Aircon	Air conditioning
	1463 M01	Aircon	Air conditioning
	1464 M01	Aircon	Air conditioning
	1465 M01	Aircon	Air conditioning
	1466 M01	Aircon	Air conditioning
	1467 M01	Aircon	Air conditioning
	1468 M01	Aircon	Air conditioning

1517 M01	Aircon	Air conditioning
1518 M01	Aircon	Air conditioning
1542 M01	Aircon	Air conditioning
1543 M01	Aircon	Air conditioning
1544 M01	Aircon	Air conditioning
1545 M01	Aircon	Air conditioning
778 M01	Aircon	Air conditioning
1008 M01	Aircon	Air conditioning
1582 M01	Aircon	Air conditioning
1583 M01	Aircon	Air conditioning
1047 M01	Aircon	Air conditioning
1048 M01	Aircon	Air conditioning
1049 M01	Aircon	Air conditioning
1050 M01	Aircon	Air conditioning
1051 M01	Aircon	Air conditioning
1052 M01	Aircon	Air conditioning
1053 M01	Aircon	Air conditioning
1054 M01	Aircon	Air conditioning
1055 M01	Aircon	Air conditioning
1362 M01	Aircon	Air conditioning
1470 M01	Aircon	Air conditioning
1471 M01	Aircon	Air conditioning
1472 M01	Aircon	Air conditioning
943 M01	Aircon	Air conditioning
1037 M01	Aircon	Air conditioning
1038 M01	Aircon	Air conditioning
1039 M01	Aircon	Air conditioning
1576 M01	Aircon	Air conditioning
939 M01	Aircon	Air conditioning
1495 M01	Aircon	Air conditioning
1496 M01	Aircon	Air conditioning
1497 M01	Aircon	Air conditioning
1498 M01	Aircon	Air conditioning
1499 M01	Aircon	Air conditioning
1500 M01	Aircon	Air conditioning
1501 M01	Aircon	Air conditioning
1619 M01	Aircon	Air conditioning
1620 M01	Aircon	Air conditioning
894 M01	Aircon	Air conditioning
895 M01	Aircon	Air conditioning
898 M01	Aircon	Air conditioning
899 M01	Aircon	Air conditioning
1522 M01	Aircon	Air conditioning
1523 M01	Aircon	Air conditioning
1524 M01	Aircon	Air conditioning

910 M01	Aircon	Air conditioning
911 M01	Aircon	Air conditioning
916 M01	Aircon	Air conditioning
885 M01	Aircon	Air conditioning
887 M01	Aircon	Air conditioning
889 M01	Aircon	Air conditioning
891 M01	Aircon	Air conditioning
893 M01	Aircon	Air conditioning
925 M01	Aircon	Air conditioning
926 M01	Aircon	Air conditioning
1401 M01	Aircon	Air conditioning
1420 M01	Aircon	Air conditioning
1421 M01	Aircon	Air conditioning
1236 M01	Aircon	Air conditioning
1237 M01	Aircon	Air conditioning
561 M01	Aircon	Air conditioning
601 M01	Aircon	Air conditioning
619 M01	Aircon	Air conditioning
628 M01	Aircon	Air conditioning
629 M01	Aircon	Air conditioning
630 M01	Aircon	Air conditioning
631 M01	Aircon	Air conditioning
770 M01	Aircon	Air conditioning
1344 M01	Aircon	Air conditioning
1345 M01	Aircon	Air conditioning
1346 M01	Aircon	Air conditioning
1400 M01	Aircon	Air conditioning
1440 M01	Aircon	Air conditioning
1441 M01	Aircon	Air conditioning
1442 M01	Aircon	Air conditioning
1443 M01	Aircon	Air conditioning
1444 M01	Aircon	Air conditioning
1445 M01	Aircon	Air conditioning
1446 M01	Aircon	Air conditioning
1447 M01	Aircon	Air conditioning
1637 M01	Aircon	Air conditioning
1638 M01	Aircon	Air conditioning
1639 M01	Aircon	Air conditioning
1530 M01	Aircon	Air conditioning
740 M01	Aircon	Air conditioning

1531 M01	Aircon	Air conditioning
1541 M01	Aircon	Air conditioning
1389 M01	Aircon	Air conditioning
1390 M01	Aircon	Air conditioning
846 M01	Aircon	Air conditioning
847 M01	Aircon	Air conditioning
848 M01	Aircon	Air conditioning
849 M01	Aircon	Air conditioning
850 M01	Aircon	Air conditioning
852 M01	Aircon	Air conditioning
853 M01	Aircon	Air conditioning
854 M01	Aircon	Air conditioning
855 M01	Aircon	Air conditioning
856 M01	Aircon	Air conditioning
857 M01	Aircon	Air conditioning
858 M01	Aircon	Air conditioning
862 M01	Aircon	Air conditioning
863 M01	Aircon	Air conditioning
864 M01	Aircon	Air conditioning
865 M01	Aircon	Air conditioning
866 M01	Aircon	Air conditioning
973 M01	Aircon	Air conditioning
1001 M01	Aircon	Air conditioning
1002 M01	Aircon	Air conditioning
1003 M01	Aircon	Air conditioning
1004 M01	Aircon	Air conditioning
1005 M01	Aircon	Air conditioning
1229 M01	Aircon	Air conditioning
1529 M01	Aircon	Air conditioning
998 M01	Aircon	Air conditioning
999 M01	Aircon	Air conditioning
733 M01	Aircon	Air conditioning
1230 M01	Aircon	Air conditioning
1081 M01	Aircon	Air conditioning
1082 M01	Aircon	Air conditioning
1083 M01	Aircon	Air conditioning
1084 M01	Aircon	Air conditioning
1085 M01	Aircon	Air conditioning
1087 M01	Aircon	Air conditioning
1473 M01	Aircon	Air conditioning
1618 M01	Aircon	Air conditioning
734 M01	Aircon	Air conditioning
735 M01	Aircon	Air conditioning

736 M01	Aircon	Air conditioning
737 M01	Aircon	Air conditioning
739 M01	Aircon	Air conditioning
799 M01	Aircon	Air conditioning
800 M01	Aircon	Air conditioning
801 M01	Aircon	Air conditioning
802 M01	Aircon	Air conditioning
803 M01	Aircon	Air conditioning
804 M01	Aircon	Air conditioning
1577 M01	Aircon	Air conditioning
571 M01	Aircon	Air conditioning
927 M01	Aircon	Air conditioning
1377 M01	Aircon	Air conditioning
1378 M01	Aircon	Air conditioning
774 M01	Aircon	Air conditioning
1077 M01	Aircon	Air conditioning
1078 M01	Aircon	Air conditioning
1079 M01	Aircon	Air conditioning
1080 M01	Aircon	Air conditioning
972 M01	Aircon	Air conditioning
1034 M01	Aircon	Air conditioning
1035 M01	Aircon	Air conditioning
1036 M01	Aircon	Air conditioning
1534 M01	Aircon	Air conditioning
1535 M01	Aircon	Air conditioning
1536 M01	Aircon	Air conditioning
1537 M01	Aircon	Air conditioning
1348 M01	Aircon	Air conditioning
751 M01	Aircon	Air conditioning
752 M01	Aircon	Air conditioning
1415 M01	Aircon	Air conditioning
1546 M01	Aircon	Air conditioning
668 M01	Aircon	Air conditioning
669 M01	Aircon	Air conditioning
670 M01	Aircon	Air conditioning
671 M01	Aircon	Air conditioning
672 M01	Aircon	Air conditioning
673 M01	Aircon	Air conditioning
674 M01	Aircon	Air conditioning
675 M01	Aircon	Air conditioning
676 M01	Aircon	Air conditioning

860 M01	Aircon	Air conditioning
861 M01	Aircon	Air conditioning
190 M36	Refrigeration Humidifiers	Vapac Unit
191 M36	Refrigeration Humidifiers	Vapac Unit
199 M36	Refrigeration Humidifiers	Graze Rest
226 M36	Refrigeration Humidifiers	Humidifier
197 M36	Refrigeration Humidifiers	Vapac Unit
484 M01	Aircon	Air conditioning
1642 M01	Aircon	Air conditioning
1385 M01	Aircon	Air conditioning
1386 M01	Aircon	Air conditioning
744 M01	Aircon	Air conditioning
968 M01	Aircon	Air conditioning
663 M01	Aircon	Air conditioning
664 M01	Aircon	Air conditioning
1094 M01	Aircon	Air conditioning
1434 M01	Aircon	Air conditioning
1435 M01	Aircon	Air conditioning
1436 M01	Aircon	Air conditioning
1437 M01	Aircon	Air conditioning
1438 M01	Aircon	Air conditioning
1439 M01	Aircon	Air conditioning
1519 M01	Aircon	Air conditioning
1573 M01	Aircon	Air conditioning
1574 M01	Aircon	Air conditioning
1575 M01	Aircon	Air conditioning
1607 M01	Aircon	Air conditioning
585 M01	Aircon	Air conditioning
684 M01	Aircon	Air conditioning
710 M01	Aircon	Air conditioning
711 M01	Aircon	Air conditioning
1532 M01	Aircon	Air conditioning
1073 M01	Aircon	Air conditioning
1104 M01	Aircon	Air conditioning
1105 M01	Aircon	Air conditioning
1106 M01	Aircon	Air conditioning
1107 M01	Aircon	Air conditioning
1108 M01	Aircon	Air conditioning
1109 M01	Aircon	Air conditioning
1110 M01	Aircon	Air conditioning
1111 M01	Aircon	Air conditioning
1112 M01	Aircon	Air conditioning

1113	M01	Aircon	Air conditioning
1114	M01	Aircon	Air conditioning
1115	M01	Aircon	Air conditioning
1116	M01	Aircon	Air conditioning
1117	M01	Aircon	Air conditioning
1118	M01	Aircon	Air conditioning
1119	M01	Aircon	Air conditioning
1120	M01	Aircon	Air conditioning
1121	M01	Aircon	Air conditioning
1122	M01	Aircon	Air conditioning
1123	M01	Aircon	Air conditioning
1124	M01	Aircon	Air conditioning
1125	M01	Aircon	Air conditioning
1126	M01	Aircon	Air conditioning
1127	M01	Aircon	Air conditioning
1128	M01	Aircon	Air conditioning
1129	M01	Aircon	Air conditioning
1130	M01	Aircon	Air conditioning
1131	M01	Aircon	Air conditioning
1132	M01	Aircon	Air conditioning
1133	M01	Aircon	Air conditioning
1134	M01	Aircon	Air conditioning
1135	M01	Aircon	Air conditioning
1136	M01	Aircon	Air conditioning
1137	M01	Aircon	Air conditioning
1138	M01	Aircon	Air conditioning
1139	M01	Aircon	Air conditioning
1140	M01	Aircon	Air conditioning
1141	M01	Aircon	Air conditioning
1142	M01	Aircon	Air conditioning
1143	M01	Aircon	Air conditioning
1144	M01	Aircon	Air conditioning
1145	M01	Aircon	Air conditioning
1146	M01	Aircon	Air conditioning
1147	M01	Aircon	Air conditioning
1148	M01	Aircon	Air conditioning
1149	M01	Aircon	Air conditioning
1150	M01	Aircon	Air conditioning
1151	M01	Aircon	Air conditioning
1152	M01	Aircon	Air conditioning
1153	M01	Aircon	Air conditioning
1154	M01	Aircon	Air conditioning
1155	M01	Aircon	Air conditioning
1156	M01	Aircon	Air conditioning
1242	M01	Aircon	Air conditioning
1474	M01	Aircon	Air conditioning
1475	M01	Aircon	Air conditioning
1476	M01	Aircon	Air conditioning
1477	M01	Aircon	Air conditioning
1478	M01	Aircon	Air conditioning

1479 M01	Aircon	Air conditioning
1480 M01	Aircon	Air conditioning
1481 M01	Aircon	Air conditioning
1482 M01	Aircon	Air conditioning
1547 M01	Aircon	Air conditioning
1548 M01	Aircon	Air conditioning
1549 M01	Aircon	Air conditioning
1550 M01	Aircon	Air conditioning
1551 M01	Aircon	Air conditioning
1552 M01	Aircon	Air conditioning
1553 M01	Aircon	Air conditioning
1608 M01	Aircon	Air conditioning
1609 M01	Aircon	Air conditioning
1610 M01	Aircon	Air conditioning
755 M01	Aircon	Air conditioning
756 M01	Aircon	Air conditioning
788 M01	Aircon	Air conditioning
789 M01	Aircon	Air conditioning
790 M01	Aircon	Air conditioning
1526 M01	Aircon	Air conditioning
1527 M01	Aircon	Air conditioning
1528 M01	Aircon	Air conditioning
1640 M01	Aircon	Air conditioning
829 M01	Aircon	Air conditioning
831 M01	Aircon	Air conditioning
833 M01	Aircon	Air conditioning
835 M01	Aircon	Air conditioning
836 M01	Aircon	Air conditioning
1379 M01	Aircon	Air conditioning
1422 M01	Aircon	Air conditioning
1423 M01	Aircon	Air conditioning
1424 M01	Aircon	Air conditioning
1425 M01	Aircon	Air conditioning
1426 M01	Aircon	Air conditioning
1387 M01	Aircon	Air conditioning
1388 M01	Aircon	Air conditioning
1604 M01	Aircon	Air conditioning
1605 M01	Aircon	Air conditioning
567 M01	Aircon	Air conditioning
1072 M01	Aircon	Air conditioning
1157 M01	Aircon	Air conditioning
1158 M01	Aircon	Air conditioning
1159 M01	Aircon	Air conditioning
1160 M01	Aircon	Air conditioning
1161 M01	Aircon	Air conditioning

1162	M01	Aircon	Air conditioning
1163	M01	Aircon	Air conditioning
1164	M01	Aircon	Air conditioning
1165	M01	Aircon	Air conditioning
1166	M01	Aircon	Air conditioning
1167	M01	Aircon	Air conditioning
1168	M01	Aircon	Air conditioning
1169	M01	Aircon	Air conditioning
1170	M01	Aircon	Air conditioning
1171	M01	Aircon	Air conditioning
1172	M01	Aircon	Air conditioning
1173	M01	Aircon	Air conditioning
1174	M01	Aircon	Air conditioning
1175	M01	Aircon	Air conditioning
1176	M01	Aircon	Air conditioning
1177	M01	Aircon	Air conditioning
1178	M01	Aircon	Air conditioning
1179	M01	Aircon	Air conditioning
1180	M01	Aircon	Air conditioning
1181	M01	Aircon	Air conditioning
1182	M01	Aircon	Air conditioning
1183	M01	Aircon	Air conditioning
1184	M01	Aircon	Air conditioning
1185	M01	Aircon	Air conditioning
1186	M01	Aircon	Air conditioning
1187	M01	Aircon	Air conditioning
1188	M01	Aircon	Air conditioning
1189	M01	Aircon	Air conditioning
1190	M01	Aircon	Air conditioning
1191	M01	Aircon	Air conditioning
1192	M01	Aircon	Air conditioning
1193	M01	Aircon	Air conditioning
1194	M01	Aircon	Air conditioning
1195	M01	Aircon	Air conditioning
1196	M01	Aircon	Air conditioning
1197	M01	Aircon	Air conditioning
1198	M01	Aircon	Air conditioning
1199	M01	Aircon	Air conditioning
1200	M01	Aircon	Air conditioning
1201	M01	Aircon	Air conditioning
1202	M01	Aircon	Air conditioning
1203	M01	Aircon	Air conditioning
1204	M01	Aircon	Air conditioning
1353	M01	Aircon	Air conditioning
1586	M01	Aircon	Air conditioning
1587	M01	Aircon	Air conditioning
577	M01	Aircon	Air conditioning
148	M36	Refrigeration Humidifiers	York Chiller

	218	M36	Refrigeration Humidifiers	Humidifier
	219	M36	Refrigeration Humidifiers	Humidifier
	222	M36	Refrigeration Humidifiers	Humidifier
	223	M36	Refrigeration Humidifiers	Humidifier
	224	M36	Refrigeration Humidifiers	Humidifier
PLA0006501		M36	Refrigeration Humidifiers	AHU - A001908
PLA0006504		M36	Refrigeration Humidifiers	Humidifier
PLA0006505		M36	Refrigeration Humidifiers	Humidifier
PLA0006506		M36	Refrigeration Humidifiers	Humidifier
PLA0006507		M36	Refrigeration Humidifiers	Humidifier
PLA0006508		M36	Refrigeration Humidifiers	Humidifier
PLA0006616		M36	Refrigeration Humidifiers	VENTIL - CANTEEN
	1221	M01	Aircon	Air conditioning
	1222	M01	Aircon	Air conditioning
	1223	M01	Aircon	Air conditioning
	1224	M01	Aircon	Air conditioning
	1225	M01	Aircon	Air conditioning
	1226	M01	Aircon	Air conditioning
	1227	M01	Aircon	Air conditioning
	1228	M01	Aircon	Air conditioning
	1448	M01	Aircon	Air conditioning
	1449	M01	Aircon	Air conditioning
	1450	M01	Aircon	Air conditioning
	1451	M01	Aircon	Air conditioning
	1452	M01	Aircon	Air conditioning
	1453	M01	Aircon	Air conditioning
	1454	M01	Aircon	Air conditioning
	1455	M01	Aircon	Air conditioning
	1491	M01	Aircon	Air conditioning
	1611	M01	Aircon	Air conditioning
	826	M01	Aircon	Air conditioning
	827	M01	Aircon	Air conditioning
PLA0006649		M33	Pool Heat Recovery Units	A
	1101	M01	Aircon	Air conditioning
	1097	M01	Aircon	Air conditioning
	872	M01	Aircon	Air conditioning
	873	M01	Aircon	Air conditioning
	874	M01	Aircon	Air conditioning
	875	M01	Aircon	Air conditioning
	876	M01	Aircon	Air conditioning
	877	M01	Aircon	Air conditioning
	878	M01	Aircon	Air conditioning
	880	M01	Aircon	Air conditioning
	882	M01	Aircon	Air conditioning
	883	M01	Aircon	Air conditioning

	813 M01	Aircon	Air conditioning
	814 M01	Aircon	Air conditioning
	815 M01	Aircon	Air conditioning
	816 M01	Aircon	Air conditioning
	817 M01	Aircon	Air conditioning
	818 M01	Aircon	Air conditioning
	819 M01	Aircon	Air conditioning
	820 M01	Aircon	Air conditioning
	583 M01	Aircon	Air conditioning
	584 M01	Aircon	Air conditioning
	1374 M01	Aircon	Air conditioning
	1375 M01	Aircon	Air conditioning
	1376 M01	Aircon	Air conditioning
	227 M36	Refrigeration Humidifiers	Humidifier
	230 M36	Refrigeration Humidifiers	Humidifier
	231 M36	Refrigeration Humidifiers	Humidifier
	232 M36	Refrigeration Humidifiers	Humidifier
	233 M36	Refrigeration Humidifiers	Humidifier
	234 M36	Refrigeration Humidifiers	Humidifier
	235 M36	Refrigeration Humidifiers	Humidifier
	236 M36	Refrigeration Humidifiers	Humidifier
	237 M36	Refrigeration Humidifiers	Humidifier
PLA0006509	M36	Refrigeration Humidifiers	Humidifier
PLA0006510	M36	Refrigeration Humidifiers	Humidifier
	1349 M01	Aircon	Air conditioning
	1588 M01	Aircon	Air conditioning
	1589 M01	Aircon	Air conditioning
	1590 M01	Aircon	Air conditioning
	1591 M01	Aircon	Air conditioning
	1592 M01	Aircon	Air conditioning
	1593 M01	Aircon	Air conditioning
	1594 M01	Aircon	Air conditioning
	1595 M01	Aircon	Air conditioning
	1596 M01	Aircon	Air conditioning
	1597 M01	Aircon	Air conditioning
	1598 M01	Aircon	Air conditioning
	1599 M01	Aircon	Air conditioning
	1095 M01	Aircon	Air conditioning
	1096 M01	Aircon	Air conditioning
	1231 M01	Aircon	Air conditioning
	1360 M01	Aircon	Air conditioning
	1361 M01	Aircon	Air conditioning
	808 M01	Aircon	Air conditioning
	1074 M01	Aircon	Air conditioning
	1075 M01	Aircon	Air conditioning

1076	M01	Aircon	Air conditioning
1098	M01	Aircon	Air conditioning
1369	M01	Aircon	Air conditioning
1370	M01	Aircon	Air conditioning
1371	M01	Aircon	Air conditioning
1372	M01	Aircon	Air conditioning
1373	M01	Aircon	Air conditioning
1622	M01	Aircon	Air conditioning

1207	M01	Aircon	Air conditioning
1427	M01	Aircon	Air conditioning
1428	M01	Aircon	Air conditioning
1429	M01	Aircon	Air conditioning
696	M01	Aircon	Air conditioning
697	M01	Aircon	Air conditioning
698	M01	Aircon	Air conditioning
699	M01	Aircon	Air conditioning
700	M01	Aircon	Air conditioning
701	M01	Aircon	Air conditioning
702	M01	Aircon	Air conditioning
705	M01	Aircon	Air conditioning
706	M01	Aircon	Air conditioning
786	M01	Aircon	Air conditioning
787	M01	Aircon	Air conditioning

1641	M01	Aircon	Air conditioning
791	M01	Aircon	Air conditioning

589	M01	Aircon	Air conditioning
590	M01	Aircon	Air conditioning

1233	M01	Aircon	Air conditioning
1234	M01	Aircon	Air conditioning
1235	M01	Aircon	Air conditioning
1340	M01	Aircon	Air conditioning

568	M01	Aircon	Air conditioning
-----	-----	--------	------------------

PLA0006644	M33	Pool Heat Recovery Units	Indux H/R Vent Fan
PLA0006645	M33	Pool Heat Recovery Units	Indux H/R Vent Fan
PLA0006648	M33	Pool Heat Recovery Units	Heatstart R407c
1249	M01	Aircon	Air conditioning
1250	M01	Aircon	Air conditioning
1251	M01	Aircon	Air conditioning
1252	M01	Aircon	Air conditioning
1253	M01	Aircon	Air conditioning
1581	M01	Aircon	Air conditioning
457	M01	Aircon	Air conditioning
458	M01	Aircon	Air conditioning
459	M01	Aircon	Air conditioning

460 M01	Aircon	Air conditioning
461 M01	Aircon	Air conditioning
462 M01	Aircon	Air conditioning
463 M01	Aircon	Air conditioning
464 M01	Aircon	Air conditioning
465 M01	Aircon	Air conditioning
581 M01	Aircon	Air conditioning
1623 M01	Aircon	Air conditioning
1257 M01	Aircon	Air conditioning
617 M01	Aircon	Air conditioning
618 M01	Aircon	Air conditioning
621 M01	Aircon	Air conditioning
623 M01	Aircon	Air conditioning
624 M01	Aircon	Air conditioning
625 M01	Aircon	Air conditioning
626 M01	Aircon	Air conditioning
627 M01	Aircon	Air conditioning
687 M01	Aircon	Air conditioning
688 M01	Aircon	Air conditioning
902 M01	Aircon	Air conditioning
903 M01	Aircon	Air conditioning
906 M01	Aircon	Air conditioning
1350 M01	Aircon	Air conditioning
825 M01	Aircon	Air conditioning

PLA0006650	M33	Pool Heat Recovery Units	01-Vitocac-A001761
1402 M01	Aircon	Air conditioning	
1601 M01	Aircon	Air conditioning	
575 M01	Aircon	Air conditioning	
576 M01	Aircon	Air conditioning	
870 M01	Aircon	Air conditioning	
871 M01	Aircon	Air conditioning	
965 M01	Aircon	Air conditioning	
1099 M01	Aircon	Air conditioning	
1100 M01	Aircon	Air conditioning	
1514 M01	Aircon	Air conditioning	
1515 M01	Aircon	Air conditioning	
1516 M01	Aircon	Air conditioning	
1539 M01	Aircon	Air conditioning	
1585 M01	Aircon	Air conditioning	
475 M01	Aircon	Air conditioning	
679 M01	Aircon	Air conditioning	

796 M01	Aircon	Air conditioning
797 M01	Aircon	Air conditioning
841 M01	Aircon	Air conditioning
1014 M01	Aircon	Air conditioning
1015 M01	Aircon	Air conditioning
1016 M01	Aircon	Air conditioning
1017 M01	Aircon	Air conditioning
1383 M01	Aircon	Air conditioning
936 M01	Aircon	Air conditioning
1102 M01	Aircon	Air conditioning
1275 M01	Aircon	Air conditioning
1276 M01	Aircon	Air conditioning
1277 M01	Aircon	Air conditioning
1278 M01	Aircon	Air conditioning
1279 M01	Aircon	Air conditioning
1280 M01	Aircon	Air conditioning
1281 M01	Aircon	Air conditioning
1282 M01	Aircon	Air conditioning
1283 M01	Aircon	Air conditioning
1284 M01	Aircon	Air conditioning
1285 M01	Aircon	Air conditioning
1286 M01	Aircon	Air conditioning
1287 M01	Aircon	Air conditioning
1288 M01	Aircon	Air conditioning
1289 M01	Aircon	Air conditioning
1290 M01	Aircon	Air conditioning
1291 M01	Aircon	Air conditioning
1292 M01	Aircon	Air conditioning
1293 M01	Aircon	Air conditioning
1294 M01	Aircon	Air conditioning
1295 M01	Aircon	Air conditioning
1296 M01	Aircon	Air conditioning
1297 M01	Aircon	Air conditioning
1298 M01	Aircon	Air conditioning
1299 M01	Aircon	Air conditioning
1300 M01	Aircon	Air conditioning
1301 M01	Aircon	Air conditioning
1302 M01	Aircon	Air conditioning
1303 M01	Aircon	Air conditioning
1304 M01	Aircon	Air conditioning
1305 M01	Aircon	Air conditioning
1306 M01	Aircon	Air conditioning
1307 M01	Aircon	Air conditioning
1308 M01	Aircon	Air conditioning
1309 M01	Aircon	Air conditioning
1310 M01	Aircon	Air conditioning

1311 M01	Aircon	Air conditioning
1312 M01	Aircon	Air conditioning
1313 M01	Aircon	Air conditioning
1314 M01	Aircon	Air conditioning
1315 M01	Aircon	Air conditioning
1316 M01	Aircon	Air conditioning
1317 M01	Aircon	Air conditioning
1318 M01	Aircon	Air conditioning
1319 M01	Aircon	Air conditioning
1320 M01	Aircon	Air conditioning
1321 M01	Aircon	Air conditioning
1322 M01	Aircon	Air conditioning
1323 M01	Aircon	Air conditioning
1324 M01	Aircon	Air conditioning
1325 M01	Aircon	Air conditioning
1326 M01	Aircon	Air conditioning
1327 M01	Aircon	Air conditioning
1328 M01	Aircon	Air conditioning
1329 M01	Aircon	Air conditioning
1330 M01	Aircon	Air conditioning
1331 M01	Aircon	Air conditioning
1332 M01	Aircon	Air conditioning
1333 M01	Aircon	Air conditioning
1334 M01	Aircon	Air conditioning
1335 M01	Aircon	Air conditioning
1336 M01	Aircon	Air conditioning
1337 M01	Aircon	Air conditioning
1338 M01	Aircon	Air conditioning
1339 M01	Aircon	Air conditioning
1416 M01	Aircon	Air conditioning
1417 M01	Aircon	Air conditioning
1520 M01	Aircon	Air conditioning
1554 M01	Aircon	Air conditioning
1555 M01	Aircon	Air conditioning
1556 M01	Aircon	Air conditioning
1557 M01	Aircon	Air conditioning
1558 M01	Aircon	Air conditioning
1559 M01	Aircon	Air conditioning
1560 M01	Aircon	Air conditioning
1561 M01	Aircon	Air conditioning
1562 M01	Aircon	Air conditioning
1563 M01	Aircon	Air conditioning
1564 M01	Aircon	Air conditioning
1565 M01	Aircon	Air conditioning
1566 M01	Aircon	Air conditioning
1567 M01	Aircon	Air conditioning
1568 M01	Aircon	Air conditioning
1569 M01	Aircon	Air conditioning
1570 M01	Aircon	Air conditioning
1571 M01	Aircon	Air conditioning

1572 M01	Aircon	Air conditioning
1612 M01	Aircon	Air conditioning
1613 M01	Aircon	Air conditioning
1614 M01	Aircon	Air conditioning
1615 M01	Aircon	Air conditioning
1616 M01	Aircon	Air conditioning
1617 M01	Aircon	Air conditioning
1404 M01	Aircon	Air conditioning
1405 M01	Aircon	Air conditioning
1406 M01	Aircon	Air conditioning
1408 M01	Aircon	Air conditioning
1409 M01	Aircon	Air conditioning
1411 M01	Aircon	Air conditioning
1413 M01	Aircon	Air conditioning
1414 M01	Aircon	Air conditioning
1621 M01	Aircon	Air conditioning
633 M01	Aircon	Air conditioning
1533 M01	Aircon	Air conditioning
1540 M01	Aircon	Air conditioning
1391 M01	Aircon	Air conditioning
1392 M01	Aircon	Air conditioning
1393 M01	Aircon	Air conditioning
1394 M01	Aircon	Air conditioning
1395 M01	Aircon	Air conditioning
1396 M01	Aircon	Air conditioning
1397 M01	Aircon	Air conditioning
1398 M01	Aircon	Air conditioning
556 M01	Aircon	Air conditioning
557 M01	Aircon	Air conditioning
558 M01	Aircon	Air conditioning
559 M01	Aircon	Air conditioning
648 M01	Aircon	Air conditioning
649 M01	Aircon	Air conditioning
650 M01	Aircon	Air conditioning
652 M01	Aircon	Air conditioning
805 M01	Aircon	Air conditioning
806 M01	Aircon	Air conditioning
807 M01	Aircon	Air conditioning
1103 M01	Aircon	Air conditioning
1403 M01	Aircon	Air conditioning
1502 M01	Aircon	Air conditioning
1503 M01	Aircon	Air conditioning
1504 M01	Aircon	Air conditioning
1505 M01	Aircon	Air conditioning
1506 M01	Aircon	Air conditioning

1511 M01	Aircon	Air conditioning
1512 M01	Aircon	Air conditioning
1513 M01	Aircon	Air conditioning
1584 M01	Aircon	Air conditioning
479 M01	Aircon	Air conditioning
809 M01	Aircon	Air conditioning
810 M01	Aircon	Air conditioning
811 M01	Aircon	Air conditioning
812 M01	Aircon	Air conditioning
779 M01	Aircon	Air conditioning

Equipment

<u>Description</u>	<u>Site Code</u>
AIRWELL - A001983	170
AIRWELL - A001985	170
DAIKIN - A001988	170
DAIKIN - A001987	170
CALOREX - R22	6771
CALOREX - R22	6771
MULTI SENSORY	6771
01 - RECEPTION	3580
03 - DESIGN RM 41 - A002335	3580
14 - TEXTILES - A002331	3580
15-DANCE STUDIO-A003497	3580
16-DANCE STUDIO-A003496	3580
07 - DESIGN - A002341	3580
06 - DT RM 42 - A002343	3580
04 - DT RM 40 - A002337	3580
02 - DESIGN RM 41 - A002333	3580
05 - DT RM 40 - A002339	3580
09 - SERVER RM 1 - A002329	3580
12 - RM 22B - A002323	3580
11 - RM 22B - A002321	3580
13 - RM 22A - A002325	3580
10 - RM 22A - A002327	3580
08 - HUCK - A002345	3580
FUJITSU	335
TERRA R407c	335
LIBRARY A002731	1620
LIBRARY R410a	1620
IT SUITE R407c	1620
A001687	490
A001692	490
A001689	490
A001690	490
A001688	490
A001683	490
A001684	490
NO ASSET	490
A001681	490
A001682	490
NO ASSET 2	490
A001691	490
HEADTEACHER	490

NEW BUILD	490
NEW BUILD	490
THISTLE CLASS ROOM-A003870-	490
A003871-	490
A003869	490
A001685	490
Wesper R407c	490
01 - A/C UNIT 1 -	BDC002
03-LOSSNAY-0003610	BDC002
04-LOSSNAY-00003581	BDC002
IT TRAINING ROOM - 001425	OBC001
IT TRAINING ROOM - A001433	OBC001
TRAINING ROOM - A001435	OBC001
POST ROOM - A001439	OBC001
AREA HQ A001451	OBC001
1ST FLOOR OFFICE - A001447	OBC001
TOP SERVER ROOM - A001570	OBC001
AREA HQ A001444	OBC001
SERVER ROOM - A001442	OBC001
1ST FLOOR OFFICE - A001449	OBC001
POST ROOM - A001440	OBC001
SERVER ROOM - A002217	OBC001
7TH FLOOR SERVER - A2432	OBC001
INTERVIEW ROOM - A001437	OBC001
SERVER ROOM	SABC210
CAMERA ROOM	SABC210
REVIEW SUITE	SABC210
REST ROOM	SABC210
KEYS ROOM	SABC210
MAIN RECEPTION - 00120	1580C
MEETING ROOM - 001349	1580C
CORRIDOR - 000895	1580C
OFFICE 1 - 000896	1580C
OFFICE 2 - 000897	1580C
RECEPTION - 000898	1580C
RECEPTION OFFICE - 000899	1580C
FRONT OF BUILDING	1580C
BUSINESS SUPPORT-006904	1580C
FAMILY ROOM - J006626	1580C
FAIMILY ROOM - J006643	1580C
FAMILY ROOM - J009010	1580C
FAMILY ROOM - J008967	1580C
OFFICE	914
NURSERY	914
NURSERY	914

SURE START - A002081/82	0940A
SURE START - A002079/80	0940A
OFFICE - A002083/84	0940A
NURSERY - E006108	1805C
OFFICE - J013122	1805C
LADYBIRD RM - A002276	2060B
BUMBLEBEE RM - A002274	2060B
BUTTERFLY RM - A002278	2060B
SURE START - A000997	2900A
SURE START - A000999	2900A
NURSERY	2910C
OFFICE	2910C
PLAY ROOM	2910C
SCHOOL OFFICE - A001719	610
CLASS 1 - A001725	610
CLASS 3 - A001717	610
OFFICE - BACK - A001714	610
CLASS 1A - A001723	610
CLASS 1 - A001726	610
CLASS 2 - A001716	610
TOILET - A001721	610
LIBRARY - A001722	610
ENTRANCE - A001724	610
DAIKIN	770
INDOOR UNIT - FTXS71F	770
CLASS ROOM	770
DANCE HALL - 2359	4995
DANCE HALL - 2360	4995
DANCE HALL - 2361	4995
GYM - A001909	4995
GYM - A001910	4995
GYM - A001303	4995
MULTI-USE ROOM 1456	4995
MULTI-USE ROOM 1457	4995
MULTI-USE ROOM 1304	4995
OFFICE	4995
PLANT ROOM	4995
OUTSIDE	4995
MEETING ROOM	5200
A/C R22	680

MEETING ROOM	5220
FUJITSU-MEETING ROOM	5220
A001331	6370
A001333	6370
GRND FLR - A001334	6370
1ST FLR - A001346	6370
1ST FLR - A001347	6370
1ST FLR - A001345	6370
1ST FLR - A001349	6370
1ST FLR - A001344	6370
1ST FLR - A001342	6370
1ST FLR - A001343	6370
1ST FLR - A001348	6370
1ST FLR - A001340	6370
1ST FLR - A001341	6370
SERVER 1ST FLR - A001339	6370
MERLINDA - A001337	6370
FIS - A001338	6370
MEETING RM - A001336	6370
WATER CHILLER - A001332	6370
WATER CHILLER - A001350	6370
LOWER FLR - A001335	6370
07 - SERVER RM - C013898	NSDC047
SERVER RM - 102580	NSDC047
05 - SERVER RM - C013903	NSDC047
04 - ICT - 4057239	NSDC047
09 - IT RM - 1709317	NSDC047
02 -SERVER RM - 22M01181	NSDC047
Revs and benefits office	NSDC047
01 - IT TRAIN RM - C013903	NSDC047
03 - IT ROOM - E098311	NSDC047
POOL AHU - A000932	5005
CAFE AREA - A000853	1860
CEDAR RM - A002105	1865
MITSUBISHI	1865
KITCHEN - A002106	1865
CLASS - A002104	1865
NUAIRE	1865
HALL - A002091	960
MULTI SPLIT - A002099	960
BLUE ROOM-A002750	960
CLASS 1 - A002097	960
CONSERVATORY - A002095	960

PRE SCHOOL - A002087	960
PRE SCHOOL - A002089	960
CONSERVATORY - A002093	960
MULTI SPLIT - A002101	960
STAFF ROOM - A002102	960
MULTI SPLIT - A002103	960
CORRIDOR - A001992	960
R410a - A001991	960
MULTI SPLIT - A002100	960

CLASS ROOM	1870
ICT SUITE	1870

MUSIC ROOM	1010
------------	------

CLASS 2 - A001069	1020
NURSERY - A001462	1020
DEMOUNTABLE - A001460	1020

RECEPTION	9479
TRAINING ROOM	9479
OFFICE	9479
OFFICE	9479
CORRIDOR	9479

02 - GYM	5020
01 - GYM	5020
JUST COOKERS	5020
CLASS B1-A002311	5020
CLASS B1-A002310	5020
CLASS B2-A002307	5020
CLASS B2-A002306	5020

10014527280

MITSUBUSHI - STAFF ROOM	1170
DAIKIN - PRINT ROOM	1170
DAIKIN - COMPUTER ROOM	1170

DANCE STUDIO - A001901	3300
COMPUTER ROOM-A001898	3300
IT OFFICE - A001895	3300
ROOM B1 - A001886	3300
ROOM B2 - A001883	3300
ROOM B3 - A001881	3300
LIBRARY - A001894	3300
LIBRARY - A001889	3300
LIBRARY - A001891	3300
ROOM B4 - A001879	3300
ROOM B5 - A001887	3300

DESIGN & TECH - A001897	3300
COMPUTER RM - A001899	3300
02 - AHU - A001908	5741
03 - FRIDGE - A1906	5741
01 - COND - A001904	5741
04 - HUMID - A001907	5741
HUMIDIFIER	5750
A/C Unit R22 - A000507	5750
AIR CONDITIONING	1310
PER-ARTS - 35080050	3480
PER-ARTS 35080049	3480
SERVER ROOM - 6509296	3480
IT SUITE - 15710	3480
EXERCISE R407c	5012
EXERCISE R407c	5012
DT5 - T002538	3640
DT - A001543	3640
ICT - E000681	3640
CLASS D5 - T000087	3640
I.T. ROOM - T000538	3640
I.T. ROOM - T0002424	3640
I.T. TECH OFFICE - 94M00660	3640
REPROGRAPHICS	3640
OUTSIDE-A002288	3640
SCIENCE ROOM-A002786	3640
YORK	3640
ROOM IER	3640
CLASS B3 - T0000283	3640
SERVER RM R407c	3640
SCIENCE - 44480125	3640
SCIENCE - 44480127	3640
MEETING ROOM	5285
01 - G/F NORTH - A001226	9527
02 - G/F NORTH - A001225	9527
03 - 2ND FLR MEZ - A000947	9527
04 - G/F STH - A001215	9527
05 - UNIT 11 - A001227	9527
06 - UNIT 10 - A001228	9527
07 - UNIT 7 - A001222	9527
08 - UNIT 8 - A001224	9527
09 - UNIT 6 - A001220	9527
10 - UNIT 2 - A001221	9527

11 - UNIT 4 - A001218	9527
12 - UNIT 1 - A001219	9527
13 - UNIT 3 - A001217	9527
14 - UNIT 5 - A001216	9527
15 - UNIT 7 - A001214	9527
16 - UNIT 8 - A001213	9527
17 - UNIT 5 - A001211	9527
18 - UNIT 4 - A001209	9527
19 - UNIT 1 - A001210	9527
20 - UNIT 2 - A001208	9527
21 - UNIT 3 - A001207	9527
22 - UNIT 6 - A000973	9527
23 - UNIT 5 - A000974	9527
24 - G/F STH - A001206	9527
25 - UNIT 8 - A00971	9527
26 - UNIT 4 - A000970	9527
27 - UNIT 3 - A000969	9527
28 - UNIT 2 - A000967	9527
29 - 1ST FL STH - A000968	9527
30 - 1ST FL NTH - A000941	9527
31 - UNIT 1 - A 000957	9527
32 - 1ST FL NTH - A000959	9527
33 - UNIT 20 - A000961	9527
34 - BIG WALL MT 1 - A000958	9527
35 - UNIT 16 - A000960	9527
36 - 1ST FL NTH - A000962	9527
37 - 1ST FL NTH - A001263	9527
38 - 1ST FL NTH - A000964	9527
39 - 1ST FL NTH - A000966	9527
40 - SML WALL MNT - A000942	9527
41 - 1ST FL NTH - A000965	9527
42 - 1ST FL NTH - A000937	9527
43 - 1ST FL NTH - A000936	9527
44 - LGE WALL MNT - A000935	9527
45 - 1ST FL NTH - A000938	9527
46 - 1ST FL NTH - A000939	9527
47 - GRND FL - A001101	9527
48 - GRND FLOOR - A001103	9527
49 - UNIT 1 - A000943	9527
50 - UNIT 2 - A000945	9527
51 - UNIT 3 - A000946	9527
52 - 1ST FLR STH - A001205	9527
53 - UNIT 5 - A000944	9527
54 - UNIT 6 - A000975	9527
55 - 1ST FLR STH - A000972	9527
56 - RECEPTION - A00934	9527
57 - RECEPTION - A00933	9527
58 - 1ST FL NTH - A000963	9527
59 - 1ST FL NTH - A000988	9527
60 - 2ND FL MEZ - A000976	9527

61 - 2ND FL MEZ - A000977	9527
62 - 2ND FL MEZ - A000978	9527
63 - 2ND FL MEZ - A000979	9527
64 - 2ND FL MEZ - A000948	9527
65-2ND FLOOR STH-A00097	9527
67-ROOF SPACE-A001223	9527
66-FST/2ND FLR STH-A000982	9527
68-OUTSIDE/GRD FLR NRT-A000987	9527
69-FEEDING INDOOR-A0000985	9527
70-STH GRD A0000980	9527
71-GRD FLR STH-8ZW06366	9527
72-GRD FLR STH-A0000981	9527
73-OUTSIDE GND FLR NTH-A00983	9527
74-OUTSIDE GND FLR NTH-A000987	9527
CLASS - A001971	1540
CLASS - A001969	1540
ELM CLASS - A001965	1540
BEECH CLASS - A001963	1540
ASH CLASS - A001967	1540
E10-A003642	3170
E8-A003641	3170
E33-A003651	3170
SERVER ROOM	3170
TECHNICIANS OFFICE	3170
DAKIN - 4610290	3170
IT ROOM	3170
D.T A003650	3170
HITACHI - 4FE59061	3170
LIBRARY AHU2 - A002224	5790
CONDENSER - A002219	5790
MEETING RM AHU5 - A2220	5790
LIBRARY AHU4 - A002221	5790
LIBRARY AHU3 - A002222	5790
LIBRARY AHU1 - A002223	5790
DEMOUNTABLE LEFT	1980
DEMOUNTABLE RIGHT	1980
MS EATIN CLASS	1980
MRS SMITHS CLASS	1980
IT SUITE R22	1980
01 - UNIT 1 - A000826	9525B
02 - UNIT 2 - A000843	9525B
03 - UNIT 3 - A000832	9525B
04 - UNIT 4 - A000842	9525B
05 - UNIT 5 - A000846	9525B
06 - UNIT 6 - A000833	9525B

07 - UNIT 7 - A000847	9525B
08 - UNIT 8 - A000841	9525B
09 - UNIT 9 - A000849	9525B
10 - UNIT 10 - A000850	9525B
11 - UNIT 11 - A000840	9525B
12 - UNIT 12 - A000839	9525B
13 - UNIT 13 - A000834	9525B
14 - UNIT 14 - A000838	9525B
15 - UNIT 15 - A000836	9525B
16 - UNIT 16 - A000837	9525B
17 - UNIT 37 - A000835	9525B
18 - UNIT 38 - A000848	9525B
19 - UNIT 39 - A000845	9525B
20 - UNIT 17 - A000815	9525B
21 - UNIT 18 - A000814	9525B
22 - UNIT 19 - A000816	9525B
23 - UNIT 20 - A000813	9525B
24 - UNIT 21 - A000818	9525B
25 - UNIT 22 - A000812	9525B
26 - UNIT 23 - A000819	9525B
27 - UNIT 24 - A000811	9525B
28 - UNIT 25 - A000817	9525B
29 - UNIT 36 - A000484	9525B
30 - UNIT 35 - A000810	9525B
31 - UNIT 27 - A000821	9525B
32 - UNIT 28 - A000804	9525B
33 - UNIT 29 - A000809	9525B
34 - UNIT 30 - A000808	9525B
35 - UNIT 31 - A000805	9525B
36 - UNIT 32 - A000807	9525B
37 - UNIT 33 - A000806	9525B
38 - UNIT 34 - A000803	9525B
39 - UNIT 40 - A000831	9525B
40 - UNIT 41 - A000802	9525B
41 - VRV CONDENSER - A000825	9525B
42 - VRV CONDENSER - A000824	9525B
43 - VRV CONDENSER - A000820	9525B
44 - VRV CONDENSER - A000830	9525B
45 - VRV CONDENSER - A000829	9525B
46 - VRV CONDENSER - A000828	9525B
47 - SERVER CON - A000823	9525B
48 - SERVER CON - A000822	9525B
49 - UNIT 47 - A000827	9525B
50 - UNIT 26 - A000844	9525B
SURE START CLASS	1790
ICT SUITE OUTSIDE	1790
ICT AIRWELL R407c	1790
YORK CHILLER - R22	6320

VAPAC UNIT - V35371	6320
VAPAC UNIT - V33204	6320
VAPAC UNIT - V35380	6320
VAPAC UNIT - V35370	6320
VAPAC UNIT - V35379	6320
YORK CHILLER - R22	6320
VAPAC UNIT - V34136	6320
VAPAC UNIT - V33848	6320
VAPAC UNIT - V35381	6320
VAPAC UNIT - V35378	6320
VAPAC UNIT - V35369	6320
YORK CHILLER - R22	6320
01 - PORTACABIN	6320
SERVER RM - A001809	6320
RM GW22 - A001807	6320
TEL EXCHANGE - A001803	6320
TEL EXCHANGE - A001805	6320
06 - CANTEEN - A001801	6320
07 - CHAIRMAN'S OFFICE	6320
MEMBERS KITCHEN - A1811	6320
KITCHEN	6320
I.T. OFFICE - A001813	6320
MAIN SRVR RM - A001815	6320
MAIN SRVR RM - A001817	6320
I.T. OFFICE - A001819	6320
I.T. OFFICE - A001822	6320
I.T. OFFICE - A001824	6320
IT OFFICE SRVR - RM A1826	6320
I.T. OFFICE - A001820	6320
EVIDENCE RM-A003359	6320
LIBRARY - A001635	5880
LIBRARY - A001633	5880
A	5320
AHU	5890
MAIN OFFICE 009069	4040
COMMUNITY ROOM - E03318	4040
COMMUNITY ROOM - E034354	4040
BABY ROOM 1 - E033869	4040
PRE-SCHOOL - E008583	4040
MANAGER - E034357	4040
TODDLER ROOM - E03437	4040
EXTERNAL - E034337	4040
TODDLER RM - E034304	4040
MANAGER - E008575	4040
TODDLER RM - E033891	4040

08 - TRAINING RM 1	4600
07 - TRAINING RM 2	4600
06 - TRAINING RM 3	4600
02 - COFFEE LOUNGE 1949	4600
03 - COFFEE LOUNGE 1947	4600
01 - RECEPTION	4600
04 - TRAINING RM 3	4600
05 - TRAINING RM 3	4600
STORE 1	5885
STORE 3	5885
6904411 DAIKIN	6832
681314 DAIKIN	6832
GROUP ROOM	6832
GRAZE REST	9788
UNIT 3 A003270	9788
UNIT 5 A003263	9788
UNIT 6 A003261	9788
UNIT 7 A003299	9788
UNIT 8 A003297	9788
UNIT 12 A003266	9788
UNIT 10 A003273	9788
UNIT 9 A003295	9788
UNIT 2 A003271	9788
UNIT 4 A003268	9788
A	9788
02-UNIT 3-2094	9788
03-UNIT 12	9788
04-UNIT 6-	9788
05-UNIT 11	9788
06-UNIT 5	9788
07-UNIT 10	9788
08-UNIT 4	9788
09-UNIT 8	9788
10-UNIT 7	9788
11-UNIT 1-	9788
12-ADMIN BLOCK	9788
13-UNIT 2	9788
OFFICE - A001739	3930
SPORTS CENTRE - A001737	3930
LIBRARY IT - A001727	3930
IT SUITE - A001741	3930
IT SUITE - A001742	3930
CAD ROOM - A001730	3930
FITNESS SUITE	4975
SWIMMING POOL AHU	4975

VES AHU PLANT	4975
FITNESS SUITE	4975
SERVER ROOM	4975
A11	4975
A10	4975
6TH FORM COMMON RM	4975
6TH FORM COMMON RM	4975
BOILER ROOM	4975
04 - PRE-SCHOOL - 7011353	1430
13 - PRE-SCHOOL 17217	1430
14 - HEAD'S OFFICE J110917	1430
15 - VRV OUTDOOR UNIT	1430
10 - CLASS THREE - 3505644	1430
06 - CLASS ONE - 3505635	1430
05 - CLASS ONE - 3505718	1430
09 - CLASS THREE - 3505717	1430
07 - CLASS TWO - 3505716	1430
08 - CLASS TWO - 3505726	1430
01 - STAFF ROOM - 4907765	1430
03 - PRE-SCHOOL - 7026400	1430
02 - RECEPTION - E009769	1430
12 - HALL - C009759	1430
11 - HALL - C009712	1430
CLASS DEMOUNTABLE	1770
COMP RM R407c	1770
CLASS 1L R22	2010
CLASS 2W R407c	2010
NURSERY	1705
NURSERY OFFICE	1705
NURSERY	1705
MITSUBISHI	1705
AIRWELL	640
INDUX H/R VENT FAN	3500
INDUX H/R VENT FAN	3500
HEATSTAR R407c	3500
AUDITORIUM	3500
EXHIBITION AREA	3500
EXHIBITION ROOM	3500
EXHIBITION AREA	3500
EXHIBITION ROOM	3500
Server-A004292	3500
A/C Unit - A001864	3500
A/C Unit - A001860	3500
A/C Unit - A001862	3500

A/C Unit - A001868	3500
A/C Unit - A001866	3500
Cafe F Unit 2 - A001871	3500
Cafe F Unit 1 - A001874	3500
Cafe N Unit 3 - A001870	3500
Cafe N Unit 4 - A001873	3500
AIRWELL R22	1730
AIR CON	2850
REAR OF SCHOOL -	2100
CLASS 1 - A002156	2100
CLASS 2 - A002155	2100
GIRLS TOILET - A002157	2100
OFFICE - A002158	2100
DINING HALL - A002160	2100
LIBRARY - A002159	2100
CLASS 2 - A002162	2100
STAFF ROOM - A002161	2100
RECEPTION - A002153	2100
BOYS TOILET - A002154	2100
FAMILY RM - J007981	50
FAMILY RM - J008607	50
OFFICE - J013097	50
DAIKIN	5330
R410a - WALL	5330
	4651
01-VITOCAC-A001761	3120
VITOCAC	3120
TOSHIBA-A001756	3120
FUJITSU R22 - COMMON ROOM	3120
FUJITSU R22 - COMMON ROOM	3120
SERVER ROOM A001753/1754	3120
TOSHIBA A001759 A001760	3120
TOSHIBA - A11	3120
MYSON - LOFT	4510
MYSON - LOFT	4510
HEAD RECOVERY	4510
MEETING ROOM	4510
MEETING ROOM	4510
G7 ROOM 37M03139	4510
G7 ROOM-37M03147	4510
LIBRARY	4510
IT SUITE - ACSON	4510

AHU	4510
AHU	4510
DAIKIN PLANT ROOM	4510

SBC007

CINEMA - 70230129	SABC163
PROJECTOR RM - 23852	SABC163
CAFE- 70230128	SABC163
CAFE - 76230127	SABC163
MITSUBUSHI	SABC163
CINEMA - 70430031	SABC163

2ND FLOOR LOBBY - 205	9309
2ND FLOOR LOBBY - FCU204	9309
2ND FLOOR LOBBY - FCU206	9309
2ND FLOOR LOBBY - FCU207	9309
2ND FLOOR LOBBY - FCU208	9309
2ND FLOOR LOBBY - FCU209	9309
2ND FLOOR LOBBY - FCU210	9309
3RD FLOOR LOBBY - FCU301	9309
3RD FLOOR LOBBY - FCU302	9309
3RD FLOOR LOBBY - FCU303	9309
3RD FLOOR LOBBY - FCU304	9309
3RD FLOOR LOBBY - FCU305	9309
3RD FLOOR LOBBY - FCU306	9309
3RD FLOOR LOBBY - FCU307	9309
3RD FLOOR LOBBY - FCU308	9309
GROUND FLOOR - FCU15	9309
GROUND OFFICE - FCU01	9309
GROUND OFFICE - FCU02	9309
GROUND OFFICE - FCU03	9309
GROUND OFFICE - FCU04	9309
TECH OFFICE - FCU05 - 3053	9309
TECH OFFICE - FCU06 - 3051	9309
TECH OFFICE - FCU07 - 3052	9309
DRESSING ROOM - FCU110	9309
DANCE STUDIO - A001833	9309
DANCE STUDIO - A001836	9309
DANCE STUDIO - A001835	9309
DANCE STUDIO - A001832	9309
WALKER - NO5	9309
AMP ROOM - A001842	9309
TELECOM ROOM - A001850	9309
AUDIO RACK - A001848	9309
G/F LOBBY - FCU13	9309
G/F LOBBY - FCU12	9309
G/F LOBBY - FCU11	9309
G/F LOBBY - FCU10	9309
G/F LOBBY - FCU9	9309

G/F LOBBY - FCU8	9309
G/F LOBBY - FCU16	9309
G/F LOBBY - FCU14	9309
1ST FLOOR LOBBY - FCU101	9309
1ST FLOOR LOBBE - FCU102	9309
1ST FLOOR LOBBY - FCU103	9309
1ST FLOOR LOBBY - FCU104	9309
1ST FLOOR LOBBY - FCU106	9309
1ST FLOOR LOBBY - FCU107	9309
1ST FLOOR LOBBY - FCU108	9309
2ND FLOOR LOBBY - FCU201	9309
2ND FLOOR LOBBY - FCU202	9309
2ND FLOOR LOBBY - FCU203	9309
REAR COMPOUND-CHILLER 2	9309
CONTROL ROOM - A001830	9309
DIMMER ROOM - A001854	9309
AMP ROOM - A001852	9309
COLDROOM - A001846	9309
STAGE DOOR CORRIDOR - 1844	9309
REAR COMPOUND-CHILLER 1	9309
1ST FLOOR LOBBY - FCU105	9309
ROOF - AHU8	9309
ROOF - AHU7	9309
CELLAR - A001844	9309
WORKSHOP - AHU3 - 3019	9309
STUDIO STORE - AHU1	9309
REAR STAGE - AHU6A	9309
REAR STAGE - AHU6C	9309
GENTS 2ND FLOOR - AHU6B	9309
CHAPEL BAR - 1829	9309
TELECOM RM - A001840	9309
DIMMER ROOM 3RD FLOOR	9309
GRD FLR WORKSHOP-A003017	9309
GRD FLR LAUNDRY-A003016	9309
G/F ELECTRICAL RM-A003068	9309
GRD FLR STORAGE-A003045	9309
GRD FLR WTE TNK-A003071	9309
1ST FLR RESSING ROOM-A003063	9309
GREEN ROOM WALL EXTRACT-A003015	9309
2ND FLR STORE-A003014	9309
2ND FLR-CHANGING RM-A003049	9309
2ND FLR-CHANGING RM-A003050	9309
REAR-A001857	9309
REAR-A001857(2)	9309
GRD FLR WATER TANK-A003042	9309
F/F-LADIES SHOWER-A003064	9309
AHU 10 BASEMENT	9309
AHU NO 2 -BEER CELLAR	9309
GRD FLR ADMIN 002	9309
GRD FLR-MAIN OFFICE-003	9309

GRD FLR-MAIN OFFICE 004	9309
WALKER STORE-3018	9309
WALKER SCENERY-3047	9309
WALKER SCENERY-3048	9309
DRESSING RM A-3046	9309
DANCE STUDIO-3050 3049	9309
DRESSING ROOM-3038	9309
ROOM 55 - A001485	3890
ROOM 54 - A001487	3890
ROOM 8 - A001384	3890
ROOM 5 - A001380	3890
ROOM - A001877	3890
ROOM 6 - A001381	3890
ROOM 7 - A001382	3890
SERVER RM - A001379	3890
GND FLR-FITNESS	3890
ROOM 24 - A001490	3890
MEETING ROOM	5350
AGC OFFICE	5350
12 - SERVER RM - A000865	5992
13 - LIBRARY - A000863	5992
14 - IT SUITE - A000864	5992
15 - IT SUITE - A000859	5992
16 - LIBRARY OFFICE - A000860	5992
17 - SEMINAR RM - A000870	5992
18 - LIBRARY - A000858	5992
19 - LIBRARY - A000873	5992
08 - AHU7B LIBRARY - A000874	5992
07 - AHU7A LIBRARY - A000862	5992
05 - AHU5B RECEPT - A000875	5992
04 - AHU5A RECEPT - A 000877	5992
03 - AHU4 OFFICE - A 000872	5992
06 - AHU6 LIBRARY - A000876	5992
11 - SERVER RM - A000867	5992
02 - AHU2 ICT SUITE - A000868	5992
10 - SEMINAR RM - A000861	5992
09 - SEMINAR RM - A000871	5992
01 - AHU1 ICT SUITE - A000869	5992
AHU - A001953	NSDC020
AHU - A001954	NSDC020
AIR CONDITIONING UNIT - 12 OUTDOOR	2910
AIR CONDITIONING UNIT-CLASS 9	2910
AIR CONDITIONING UNIT-CLASS10	2910
AIR CONDITIONING UNIT- CLASS 11	2910
AIR CONDITIONING UNIT-CLASS 12	2910

AIR CONDITIONING UNIT- 11 OUTDOOR	2910
AIR CONDOTIONING UNIT - 10 OUTDOOR	2910
AIR CONDITIONING UNIT - 4 OUTDOOR	2910
-CLASS 14	2910
FITNESS SUITE R22	5085
CLASS 4 - A002357	2940
CLASS 3 - A002351	2940
CLASS 2 - A002353	2940
CLASS 1 - A002355	2940
TERRA R407c 04/04/2014	2990

Buntingsdale Primary School and Nursery
Buntingsdale Primary School and Nursery
Buntingsdale Primary School and Nursery
Buntingsdale Primary School and Nursery
Buntingsdale Primary School and Nursery
Buntingsdale Primary School and Nursery
Buntingsdale Primary School and Nursery

Cantern Brook
Cantern Brook
Cantern Brook

Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices
Castle View Offices

CCTV Monitoring Centre
CCTV Monitoring Centre
CCTV Monitoring Centre
CCTV Monitoring Centre
CCTV Monitoring Centre

Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)
Childrens Centre - Main Office (Holy Trinity CE Primary School)

Childrens Centre Services (Ellesmere Primary School)
Childrens Centre Services (Ellesmere Primary School)
Childrens Centre Services (Ellesmere Primary School)

Childrens Centre Services (Gobowen Primary School)
Childrens Centre Services (Gobowen Primary School)
Childrens Centre Services (Gobowen Primary School)

Childrens Centre Services (Martin Wilson School)
Childrens Centre Services (Martin Wilson School)

Childrens Centre Services (Sundorne Infants School)
Childrens Centre Services (Sundorne Infants School)
Childrens Centre Services (Sundorne Infants School)

Childrens Centre Services (Weston Rhyn Primary School)
Childrens Centre Services (Weston Rhyn Primary School)

Childrens Centre Services (Whitchurch CE Infant School Nursery Class)
Childrens Centre Services (Whitchurch CE Infant School Nursery Class)
Childrens Centre Services (Whitchurch CE Infant School Nursery Class)

Chirbury CE (Voluntary Controlled) Primary School
Chirbury CE (Voluntary Controlled) Primary School
Chirbury CE (Voluntary Controlled) Primary School
Chirbury CE (Voluntary Controlled) Primary School
Chirbury CE (Voluntary Controlled) Primary School
Chirbury CE (Voluntary Controlled) Primary School
Chirbury CE (Voluntary Controlled) Primary School
Chirbury CE (Voluntary Controlled) Primary School
Chirbury CE (Voluntary Controlled) Primary School
Chirbury CE (Voluntary Controlled) Primary School

Christ Church CE Primary School
Christ Church CE Primary School
Christ Church CE Primary School

Church Stretton Sports Centre
Church Stretton Sports Centre
Church Stretton Sports Centre
Church Stretton Sports Centre
Church Stretton Sports Centre
Church Stretton Sports Centre
Church Stretton Sports Centre
Church Stretton Sports Centre
Church Stretton Sports Centre
Church Stretton Sports Centre
Church Stretton Sports Centre

Cleobury Mortimer Fire Station

Cleobury Mortimer Primary School

Craven Arms Fire Station
Craven Arms Fire Station

Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement
Customer Care and Involvement

Edinburgh House
Edinburgh House
Edinburgh House
Edinburgh House
Edinburgh House
Edinburgh House
Edinburgh House
Edinburgh House
Edinburgh House

Ellesmere Swimming Centre

Greenacres Primary School

Greenfields Primary School
Greenfields Primary School
Greenfields Primary School
Greenfields Primary School
Greenfields Primary School

Hadnall CE (Controlled) Primary School
Hadnall CE (Controlled) Primary School
Hadnall CE (Controlled) Primary School
Hadnall CE (Controlled) Primary School
Hadnall CE (Controlled) Primary School

Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley
Mount McKinley

Norton-in-Hales CE (Voluntary Controlled) Primary School
Norton-in-Hales CE (Voluntary Controlled) Primary School
Norton-in-Hales CE (Voluntary Controlled) Primary School
Norton-in-Hales CE (Voluntary Controlled) Primary School
Norton-in-Hales CE (Voluntary Controlled) Primary School

Oldbury Wells School
Oldbury Wells School
Oldbury Wells School
Oldbury Wells School
Oldbury Wells School
Oldbury Wells School
Oldbury Wells School
Oldbury Wells School
Oldbury Wells School

Oswestry Library
Oswestry Library
Oswestry Library
Oswestry Library
Oswestry Library
Oswestry Library

Oxon CE Primary School
Oxon CE Primary School
Oxon CE Primary School
Oxon CE Primary School
Oxon CE Primary School

Ptarmigan
Ptarmigan
Ptarmigan
Ptarmigan
Ptarmigan
Ptarmigan

Theatre Severn
Theatre Severn
Theatre Severn
Theatre Severn
Theatre Severn
Theatre Severn
Theatre Severn

Thomas Adams School
Thomas Adams School
Thomas Adams School
Thomas Adams School
Thomas Adams School
Thomas Adams School
Thomas Adams School
Thomas Adams School
Thomas Adams School
Thomas Adams School

Wellington Fire Station
Wellington Fire Station

Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library
Wem Library

Wem Town Hall
Wem Town Hall

Whitchurch CE Infant School
Whitchurch CE Infant School
Whitchurch CE Infant School
Whitchurch CE Infant School
Whitchurch CE Infant School

Whitchurch CE Infant School
Whitchurch CE Infant School
Whitchurch CE Infant School
Whitchurch CE Infant School

Whitchurch Leisure Centre

Whixall CE (Controlled) Primary School
Whixall CE (Controlled) Primary School
Whixall CE (Controlled) Primary School
Whixall CE (Controlled) Primary School

Worthen CE Primary School

Location on Site

Manufacturer

Model

AIRWELL

AIRWELL

DAIKIN

DAIKIN

AW800AUHFS

RCU1000

FUJITSU

LG

LG524AHP

LG K30F

TOSHIBA

AIRWELL

AIRWELL

AIRWELL

AIRWELL

AIRWELL

DAIKIN

DAIKIN

DAIKIN

DAIKIN

DAIKIN

TOSHIBA

FUJITSU

HEAT PUMP

DAIKIN

DAIKIN

R407c

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

42NZ60HCBH

22501552

22500416

HEAT PUMP

mitsubishi

mitsubishi

mitsubishi

mitsubishi

mitsubishi

mitsubishi

mitsubishi

AIREDALE

mitsubishi

mitsubishi

MULLARD

ATLAS

Mitsubishi

mitsubishi

mitsubishi

mitsubishi

mitsubishi

FUJITSU

DAIKIN

DAIKIN

FT45GV1B

DAIKIN

mitsubishi

mitsubishi

DAIKIN

DAIKIN

DAIKIN

DAIKIN

A003343

A003344

A003345

DAIKIN
DAIKIN
DAIKIN

DAIKIN
DAIKIN

DAIKIN
DAIKIN
DAIKIN

DAIKIN
DAIKIN

DAIKIN
DAIKIN
DAIKIN

AIRWELL
HITACHI
AIRWELL
AIRWELL
HITACHI
HITACHI
HITACHI
HITACHI
HITACHI
HITACHI

DAIKIN
FTXS71F
CONDENSER RXS71F

MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
VES ANDOVER
MENEGRA

DAIKIN R401A

FUJITSU

mitsubishi
mitsubishi

R401A

AIREDALE
mitsubishi
AIREDALE
AIREDALE
AIREDALE
AIREDALE
AIREDALE
AIREDALE
AIREDALE
AIREDALE
AIREDALE
AIREDALE
AIREDALE
AIREDALE
AIREDALE
CCW24NC
CCW12NC
CCW24NC
AIRDALE
AIRDALE
mitsubishi

DAIKIN
ELECTROVAP
DAIKIN
FUJITSU
FUJITSU
mitsubishi

DAIKIN
FUJITSU

AFF EASDALE

mitsubishi
mitsubishi
mitsubishi
mitsubishi
NUAIRE

mitsubishi
DAIKIN
mitsubishi
DAIKIN
DAIKIN

MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
DAIKIN
DAIKIN
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
DAIKIN
DAIKIN
MITSUBISHI
MITSUBISHI
MITSUBISHI

mitsubishi
mitsubishi
mitsubishi
mitsubishi
mitsubishi
R401A
R410A
R401A
R401A
R410A
R410A
mitsubishi
mitsubishi
mitsubishi

DAIKIN
DAIKIN
Airwell
Airwell
Airwell

CALOREX
CALOREX
CALOREX
DAIKIN
DAKIN
DAKIN
DAKIN
HITACHI
HITACHI

SIGMA
SIGMA
SIGMA
SIGMA
SIGMA
SIGMA

mitsubishi
mitsubishi
mitsubishi
mitsubishi
FUJITSU

AOY25AZAL

DAIKIN
DAIKIN
DAIKIN
DAIKIN
DAIKIN
DAIKIN

LE45D
LE55D
LE18D
LE18D
LE18D
LCHU60WL50
LE 45D
LE30D
LE18D
LE18D
LE05D
LCHU60WL50

DAIKIN
DAIKIN
TOSHIBA
TOSHIBA
MITSUBISHI
ACSON
IMI
AIRWELL
ACSON
FUJITSU
FUJITSU
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
DAIKIN
MITSUBISHI
MITSUBISHI

MITSUBISHI
MITSUBISHI

AHU

DAIKIN
FXAQ25MAVE
FXA025MAVE
FXAQ25MAVE
FXAQ50MAVE
FXAQ25MAVE
DAIKIN
FXAQ25MAVE
FXAQ25MAVE
FXAQ50MAVE
FXAQ25MAVE

FXAQ50MAVE

LG S36 AHP
LG UV30 NBB
LG UV30 NBB
LG UV24
LG UV24
LG S18 AHP
LG UV30 NBB
LG UV30 NBB

CALOREX
CALOREX

DAIKIN
DAIKIN
DAIKIN

ECO-DANFOSS
ECO-DANFOSS
ECO-DANFOSS
DANFOSS
ECO-DANFOSS
ECO-DANFOSS
ECO-DANFOSS
ECO-DANFOSS
ECO-DANFOSS
ECO-DANFOSS
ECO-DANFOSS

FUJITSU
FUJITSU
R410A
READRP125JA
PEAD-RP125JA
PUH2

TOSHIBA
HEATSTAR

KSCH
UNKNOWN
FUJITSU
TOSHIBA
TOSHIBA
FUJITSU
FUJITSU
VES/LENNOX

MITSUBISHI
MITSUBISHI
DAIKIN
DAIKIN
DAIKIN
DAIKIN
DAIKIN
DAIKIN
DAIKIN
DAIKIN
DAIKIN
MITSUBISHI
DAIKIN
DAIKIN
DAIKIN

MITSUBISHI
Airwell

FUJITSU AOY24ANA
FUJITSU AOY24EMB

MITSUBISHI
MITSUBISHI
NUAIRE
MITSUBISHI MSZ-HC25VA

AIRWELL

ANDROMEDA

TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA

TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA

AIRWELL

1 X Acson

HITACHI
HITACHI
HITACHI
HITACHI
HITACHI
HITACHI
HITACHI
HITACHI
HITACHI
HITACHI

DAIKIN
DAIKIN
DAIKIN

DAIKIN
FUJITSU

300A-AWOM

VITOCAC

FUJITSU
FUJITSU
FUJITSU
TOSHIBA
TOSHIBA

AHU
AHU
VENTAXIA
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MARSTAIR
ACSON

MYSON
MYSON
DAIKIN

TOSHIBA
ACSON
TOSHIBA
TOSHIBA
R410A
TOSHIBA

BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
DAIKIN
DAIKIN
DAIKIN
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE

BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
BIDDLE
MERCURY
DAIKIN
DAIKIN
DAIKIN
FOSTER
QUAILFAIR
MERCURY
BIDDLE
FLAKTWOODS
FLAKTWOODS
QUALITAIR
FLAKTWOODS
FLAKTWOODS
FLAKTWOODS
FLAKTWOODS
FLAKTWOODS
NEW AIR
DAIKIN
DAIKIN
S4-200
S3-150
S4-200
S4-200
AM22ES
S4-200
IP24
S3/150
EF11
NONE
CHILLER
MERCURY
NUAIRE
NUAIRE
FLAKTWOODS
FLAKTWOODS
BIDDLE
BIDDLE

BIDDLE
EXT MOTOR
EXT MTR
EXT MOTOR
EXT MOTOR
VENT AXIA
ECT MOTOR

DAIKIN
DAIKIN
FUJITSU
FUJITSU
TOSHIBA
FUJITSU
FUJITSU
OLIMPA
MITSUBISHI
TOSHIBA

MITSUBISHI
MITSUBISHI

RAV164A
RAV464AH8
RAV264AH8
RAV264AH8
RAV164AH8
RAV164UH
RAV164AH8
RAV264UH
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA
TOSHIBA

TOSHIBA
TOSHIBA

ABB
ABB

MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI
MITSUBISHI

MITSUBISHI
MITSUBISHI
MITSUBISHI
TOSHIBA

TOSHIBA

LG 524AW
LG 524AW
LG 524AW
LG 524AL

HEAT PUMP

Serial Number

Date of Manufacturer

A001983
A001985
0910934 - TWIN
A001987

25885 H91

39032

T000810

702KAXV00106
211608949
14780119
0000416/2200712
000415/2200497
21111608953
2111194376
21111943940
211194374
21111943375
3900531
3900217
3900260
3900854
3900802
14780180

E014189/E014658
ground source

0011169 A002732 0005843
1301345
3309129

09AS120353
09AS120349
09AS120348
09AS120364
09AS120365
N/A
N/A
N/A
N/A
09AS120367
09AY107562
N/A
N/K

A000554
A000552
09AS120368
09AY107564
09AS120352
09AY107563
513179

77A01775/77U01339
3610
3581

425
7H00431
500475
84A00187
UNKNOWN
K56500416CK
7018312T
RDH200RMD4856/2/
7001817
K56500475CK
84A00108
24M02428
7085855
79021515

T002784
6001397
904446
6903500 0901840
903500

RP50KAQ
ASY18UBBN
78510
78510
91058
6904
91041
OD-OXU04420-A000900
006904 A000898
FTKS25DW
FTKS35DW
FTKS35DW
FTKS35DW

U42Y5904
U42Y5989
4FE13756

A002081
A002079
A002083

E006108
FTKS20DW

J003313
J013909
E006103

J008488
J008473

9018635/9013029
9018655
9018663

7SP0020438
4CE49808
240897078
7SP061077B
4CE49807
4CE9265
4CE49808
U4TW8028
4CE99787
44UN4206

E006273

A002359
A002360
A002361
A001909
A001910
A001303
A001456
A001457
A001304
9008019 9004629
502026079
112742

E001990 A003854

T003213/T003618

8B00262 8B00261
PUHZRP71VHA2 78Y02555

U77627-05-001
9000162
U77627-03-002
U77627-02-004
U77627-02-011
U77627-02-003
U77627-02-010
U77627-02-002
u77672-02-005
U77267-02-009
U77627-02-007
U77627-02-008
U77627-02-006
03-001
9981614562-001
9981614569-001
9981614562-002
U77627-05-002
U77627-02-001
9001136T

C013898
102580
C013903
4057239
1709317 14640
22M01181

C013903
E098311

6102104

1810053

5746
452694
5765
5747
A004267

9L03318
1301419
00406 2ZP02697 A002749
4603089
4610315

4610308
4610313
E000139
2501090
4921486
E000167
E000173
2500160
2501096

T012144 A002426
T012144/T012536

7009132

E011015
E002894
7000147

224/9712/000583
224/9712/000581
224/9712/000582
5000132
274/Q7121000584

T004619
T004618
KFR71
6270763000003 A002312
627046300004 A002309
6.27076E+11
6.27076E+11

4001577
6620958
1600547

14A04371
A001987 44480056
42500373
42400080
34280046
42500074
42500325
42600731
42500076
2.04703E+12
42400079

44480057
44480056

U6835 90207
215392
N/K

160495
6200006 6203812

35080050
35080049
6509296
C015710

35080049
35080050

T002538
2F00964/2G01251
E000681/T000568
T000087/T002716
T000538/T001270
T0002424
94M00660/9D01964
3003799 /A002786
A002786/A002288
3003799T 300418T A002788
A002288 2786
4048643 402238
T0000283
E000621
44480125
44480127

9A00181
9A00180
88W06409
8F02784
9A00064
9A00145
9A00179
9A00063
9A00067
9A00066

9A000144
9A00065
9A00143
9A00062
8F02787
8F02734
8F02785
8F02786
8F02788
8F02733
8F02732
88A00068
87A00001
06B8-032
87A00021
87A00002
88A00071
88A00070
87A00008
87A00941
88A00093
87A00057
87A00014
1318
89A00112
89A00090
06B8-46
89A00115
87A00028
04A10167
87A00022
87A00024
89A00116
1319
87A00023
87A00019
1044587
1044575
8XW06466
8XW06464
8XW06465
06B8-045
89W06433
87W06399
87A00021
A001690
A001691
88A00249
72A00714
N/K

05W07402
N/K
88W06410
N/K
PFFYP25VLEM-E
CMBP1013VGA
8ZW01848
8ZW03559/8ZW03558/A000986
1801686
73W00611
8ZW06366
04W05160
8ZW02776 A000984 8ZW02762
PURYP250YHM-A 8ZW03559

A001971
A001969
A001965
A001963
A001967

180314F09
181457H09
446369
4610290 4605994
6506542
4610290
4902354
4FE59057
4FE59061

028738MF
BBOX073709
SP11979/05
SP19979/04
SP11979/01
SP11979/03

9XM0236
9YM02961/OBO1006
4B002808 OD-YU06730
4B00209 OD-3YU06729
R000180/E003673

2800251
2816706
3800717
2816712
3800718
2818320

3800716
2818321
2816491
2818420
2816711
2818421
2815708
2818322
2818416
2818207
2807491
2807293
2807294
2818211
3800689
3800683
2818209
3800690
2818210
3800691
2818212
2816495
2807293
2807234
2819818
2818189
2818319
2818206
2818177
2816704
2818205
2807207
C017226
C015684
2800610
2800609
2814469
2800792
2800545
2800790
1813013
1813004
2800571
3800685

A003894 A003895
A001585 A001586
2.04609E+12

V35371
V33204
V35380
V35370
V35379

4688

V34136
V33848
V35381
V35378
V35369

4662

T001262
J061193
54680003
300055
24G00575
2.04727E+13

24208097084
0500663/0200542
T000267/T001539
T001223/T002808
84A00274/8B01723
1B00347
2C000216/2E000370
8H01010/8E00568
C015318/1701896
1B00348
9011246T 9010440T A003360

A001635
A001633

E009069
E033318
E034354
E033869
E008583
E034307
E034357
E034337
E034307
E008575
E033891

703KAM0105
703KAED00060
703KAMZ00083
703KAOJ0012
703KACA00171
705KAW00033
703KADT00082
703KAVH00167

184714A10
184713A10

6904411
681314
6048511

3273-3274
3269-3270
3263-3264
3261-3262
3299-3300
3297-3298
3265-3266
3273-3276

3295

3271-3272
3269-3268

C-0658.2094-092
C-0658-2094-042
C-0658.2094-072
C0658.2094-082
C-0658.2094-030
C0658.2094-102
C0658-2094-112
C0658.2094.022
C06582.094-052
C0658.2094-012
C0658.2094-001
C065820094-062

T001331
T000575
02U07597
9H00291
9H00292
7502913

509A0127
T150971105

40525845
509A0127
002396/001834
509A0117/8 50920049
509A0122 & 509A0119
4000193/C005361
4000192/4001982
S02006818 00A1250

7011353
0017217/1009225
J110917/J013918
1502013
3505644
3505635
3505718
3505715
3505716
3505736
3501717
7001047
4907765
C009759
C009712

3041918 3000869t
4521351/02

428
224

PLA-RP60BA/PUHZ-RP60VHA4
MSZ & MUZ-GE25VA-E1
XB4-RE
a003840 a003841

2130621274

54280297

32601071 32500956 A004291
54280234
54280129
54280221

542800130
54280297
84180014
84180017
94180015
84180016

2103835666

5773
U4TW8084
3281
6900
6897
5338
6895
17591
6977
U4WX6892
U4WX6901

J007981
J008607
J013097

FCQ100B8U313 - 2602666
1719764/E007085

7.42E+15
509A0119/509A0122
4000192
4000193
001834/002396
50920067
50920049

A17476001362

551
38403422
38403425
37M03139 3K05026
A004295/3K05042
616784784
20451703

750
751
EWLP 055

70230129
23852
70230128
76230127
A000675
70430031

NA 3024
3023
00093618/1
3026
9362417
3028
93624
00093624/10

3032
3033
3033
3034
3035
00093624/14
a003056
00093609/1
0009603/1
00093612/1
00093606/1
00093609/3
00093609/4
00093609/2
00093621/17
OG-03786
OH04383
OG03787
OH04384
J125077
J010451
E004834
T11002

A003060
00093621/4
K98K3H1/H3
00093621/2

00093621/1
00093621/9
K98K3H7/H3
00093621/10
K98K3H7/H3
K98K3H7/H3
00093621/13
K98K3H7/H3
00093621/15
K98K3H7/H3
K98K3H7/H3
K98K3H7/H3
00093624/3
9103 C7774
C020149
C016224
J012210
72701615012
J70660
9102 07774
00093615/1
NA
NA
Q22261
NA
NA
NA
NA
NA
160105407
J01045
125077/4629
1.47431E+13
1.4752E+13
1.47E+14
1433836
1460298
1474307
A003015
1475213
A003049
A003050
9102 C7774
9103 C7774
1466563
1568480
9049/1674
W.R644477/02D
00093603/1/A003002
00093612/1/A003003

00093606/1/A003004

3018

3047

3048

3046

3050 3049

3038

FTXS25D3VMW

FTXS25D3VMN

AUYA30LBLU

AOYA30LFTL

34780120

AOYA45LBTL

AOYA45LBTL

SKY 14 HP HE UK

8E00432 E800431

34380100

2016389T 2010091T

2056880 A003846

14280051

4880203

5280052

5280051

14280276

14280145

14280280

5280176

14480165

4880201

52801186

5280175

14280146

14280147

14280039

5280177

5080164

14280144

5280178

E-0659 2108 001

E-0659 2108 002

989P06550

83A00213

98A00506

83A00210

83A00207

98P06549
98P06555
98P06524
42500782/A004297

64380063

612KHAG00641
612KACA00163
612KATM00961
612KAVF0549

ground source

Air Conditioning / Heat

A/C Packag

Chilled wat

Air Handlin

Heat Recov

APPENDIX 2

SHROPSHIRE COUNCIL – IMC 183 – MAINTENANCE OF AIR CONDITIONING, REFRIGERATION AND HEAT RECOVERY UNITS SERVICING SCHEDULE

In order to maintain the AIR CONDITIONING REFRIGERATION, HEAT PUMP AND VENTILATION PLANT in its optimum condition, the Client should ensure that maintenance of the system is undertaken by an approved contractor

Item No	Item	Action	Notes	Comments
1	General	All equipment (including access) shall be inspected, tested and maintained in strict accordance with the manufactures instructions and relevant legislation and guidance.	Engineers to be fully conversant with the manufactures recommendations.	
2	Personnel Competencies	<p>The Contractor shall employ a competent approved engineer who possesses as a minimum an NVQ level 2 qualification such as Level 2 Diploma Refrigeration, Air Conditioning and Heat Pump Systems (7189-02), Level 2 NVQ Diploma in installing and maintaining refrigeration systems (6187-02), Level 2 NVQ Diploma in Installing, Testing and Maintaining Air Conditioning and Heat Pump Systems (6187-01). Older qualifications will need to be supplemented with a Level 2 F Gas and ODS Regulations certificate.</p> <p>Engineers are to be in position of a current valid ACRIB Ref/Air Con Tech/Engineer Skillcard to demonstrate their compliance with the required legislations and H&S requirements.</p> <p>Engineers to be working in compliance with all current H&S legislation and guidance. Engineers to be making use of all required PPE as per task RAMS.</p>	Original certificates and Skillcards shall be provided prior to the commencement of the contract. Continual updating of certification of staff engaged in the contract required.	
3	Test Instruments & Equipment	Engineers are to make use of instruments with valid calibration as required, such as multimeters with GS38 compliance. Electronic leak detectors, System Analysers, Digital Thermometers with surface and air probes, IR thermometers.	Calibration test certificates shall be provided prior to the commencement of the contract and upon recalibration.	
4	Air Handling Units - general	<p>Inspection shall take into account the following:</p> <ul style="list-style-type: none"> a) safety b) wear and tear c) corrosion etc. by external influence d) damage e) age of installation 		

		f) suitability of installed equipment		

Item No	Item	Action	Notes	Comments
5	Air Handling Units – Sequence of Checks and Operations.	<p>Carry out the following:</p> <p>a) Check the operation of air handling plant.</p> <p>b) Check controls controlling air handling plant, the set point, proportional bands and general calibration with independent instruments. Simulate control settings to check motorised valves and damper actuators drive to full stroke. Lubricate all dampers and louvres to ensure operation adjust as necessary.</p> <p>c) Submit all control setting temperatures times and adjust where necessary to meet comfort levels for building occupants.</p> <p>d) Check full load running and start current of electric motors on Air Handling Plant, check and set any overcurrent protection devices to correct rating.</p> <p>e) If applicable, test motor starters to ensure that contractors are making and breaking correctly and that there is no sign of pitting or build up on the contact surfaces that would affect the contact movement. N/A on inverter drives.</p> <p>f) If applicable, check motor inverter unit for faults.</p> <p>g) Check and lubricate fans, bearings, fan motor, belt drives and anti-vibration mountings on air handling units.</p> <p>h) Check air handling plant fans for loose or damaged blades.</p> <p>i) Replace filters if in need of replacement (i.e. pressure drop or damaged).</p> <p>j) Clean interior of air handling units, louvers, dampers and ductwork adjacent to air handling units check for air leaks .</p> <p>k) Clean as necessary air switch flow device pipework and clear obstructions.</p> <p>l) Fire dampers - inspect lubricate and test operation of fire dampers where possible report on any defects found.</p> <p>m) Clean fan coil/ heater batteries using an approved proprietary grade fan coil cleaner ensuring all fins are clear of debris, comb fins if necessary to ensure free air flow.</p> <p>n) Tighten and adjust fan drive belts and pulleys.</p> <p>o) All areas of work shall cordoned off providing barriers warning signs and dustsheets whilst work is being</p>		

		<p>undertaken, protect surfaces against damage and dirt, ensure no finger marks on ceiling tiles and cleaning of all surfaces are undertaken on completion, all debris to be removed from site .</p> <p>p) Check and if required tighten all electrical connections present. Check general condition of wiring.</p> <p>q) Validate operation of all ductwork sensors, i.e. CO² and temperature, airflow / pressure switches.</p> <p>r) If allowed (site permission must be sought), provide photographic evidence of any defects.</p> <p>s) Record any issue of access to plant.</p>		
6	Air Handling Units – Supplementary Checks and Operations on Units that provide heating / cooling to the air.	<p>a) LTHW systems – Check the general condition of the heater batteries for signs of corrosion and damage. Carefully clean if showing signs of contamination.</p> <p>b) LTHW systems – Verify the operation of the frost stat protection circuit, record temperature setting on service report.</p> <p>c) Electrically heated – Check the general condition of the electric heater element for signs of damage and distortion. Check and verify the electrical connections and cables are in good condition.</p> <p>d) Check and verify operation of duty and standby pumps.</p> <p>e) Check and clean all in line strainers.</p> <p>f) Check condition of all insulation to pipe and ductwork. Report defects as necessary.</p> <p>g) Ensure operation of all dampers and motorised valves.</p>		
7	Air Handling Units – Supplementary Checks and Operations on Units that provide heat recovery.	<p>a) Thermal wheels – Check the operation of the thermal wheel, condition of support bearing, condition of drive belt, condition of drive motor.</p> <p>b) Cross flow heat exchangers – Clean unit as required replace filters as required.</p> <p>c) Run around coils – Check operation and condition of pump; Check glycol concentration and replenish as required; Check condition of coils and clean if necessary; Check for correct operation of any trace heating equipment.</p> <p>d) Check condition of insulation and report on any defects found.</p>		
8	Packaged Air Conditioning Units	<p>a) Check the operation of refrigeration plant</p> <p>b) Carry out leak detection tests.</p>		

		<p>c) Check controls controlling refrigeration, plant, the set points proportional bands and general calibration with independent instruments.</p> <p>d) Check and lubricate fans, bearings, fan motor and anti-vibration mountings on fan coil units and unit air conditioners.</p> <p>e) Check the fans in fan coil units and unit air conditioners for loose or damaged blades.</p> <p>f) Replace air filters in fan coil units, induction units and unit air conditioners.</p> <p>g) Clean the cabinets of fan coil units, induction units, unit air conditioners and unit heaters.</p> <p>h) Clean interior of Fan Coil, Induction units and Unit Air Conditioners by the use of nitrogen.</p> <p>i) Check compressors, HP and LP. cut out for unit air conditioners.</p> <p>j) Inspect and clean air cooling coil condensate collection trays in fan coil, induction units and unit air conditioning equipment to ensure that they are clean and the drain outlet is unobstructed.</p> <p>k) Check full load running current of electric motors on Refrigeration and test for earth leakage and signs of overheating.</p> <p>l) Check the operation of all refrigeration machine system control, protection and safety devices.</p> <p>m) Check and clean pipeline strainers on chilled water circulation pipework to chillers.</p> <p>n) Ensure operation of duty and standby pumps</p> <p>o) Carry out minor adjustments to control parameters to meet the required climatic conditions of building users adjust set points and provide details of before and after settings on service report sheets.</p> <p>p) Survey site and add to equipment schedule of properties and equipment any item of plant not recorded on the schedule, The service contractor notify the contract administrator for permission to service whilst on site in accordance with a previously agreed schedule of rates .</p> <p>q) Where applicable the service contractor shall check to ensure operation of electrically operated trace heating and recorded on the service report sheet.</p> <p>r) Check the defrost cycle control on external source heat pump.</p> <p>s) If allowed (site permission must be sought), provide photographic evidence of any defects.</p>		
--	--	---	--	--

9	Supplementary Checks Required to Split System Air Conditioning Units in addition to those listed above in item 8.	<p>a) Check condition of pipe work, insulation and enclosures/trunking for secure fixing, gas soundness and damage to insulation.</p> <p>b) Check operation of condense pump ensure free flowing to drain with correct falls adjust/secure pipework as necessary.</p> <p>c) Check and secure protective cages /enclosures</p> <p>d) Check to ensure all equipment is securely fixed to bases and pose no risk in adverse weather conditions</p> <p>e) Check and clean fan coil and filters, demonstrate use to building users when required and set comfort settings for environmental conditions.</p>		
10	Humidifier / Dehumidifier units	Where applicable, check correct operation to ensure correct working order in line with the checks listed in item 8 and manufactures instructions.		
11	Ground source heat pumps	<p>a) Undertake pressure tests control function check to ensure correct working order.</p> <p>b) Record control/ temperature parameters and report on findings and service in accordance with manufactures requirements.</p> <p>c) Check and clean all inline strainers / filters.</p> <p>d)</p>		
12	F-Gas Regulations	<p>a) On all items of equipment containing an “F gas” charge with a GWP CO₂ equivalent to, and in excess of the following weights, carry out the leak detection tests at the following stipulated intervals:</p> <ul style="list-style-type: none"> i. 5 Tonnes – 12 months ii. 50 Tonnes – 6 months iii. 500 Tonnes – 3 months <p>Note: The above intervals do not apply to systems containing less than 3kGs of F gas until 2017; Hermetically sealed systems have a raised threshold of 10 Tonnes CO₂ equivalent; The above intervals are doubled on systems that contain automatic leak detection (the leak detection system must be tested annually).</p> <p>b) Records for F gas containing equipment to contain the following:</p> <ul style="list-style-type: none"> i. Quantity and type of gas in the equipment when it's installed. ii. Quantity and type of gas added during any maintenance (e.g. leak repairs). 		

		<p>iii. Details (name, address and certificate number if relevant) of the company that installs, services or decommissions the equipment.</p> <p>iv. Dates and results of all mandatory leak checks.</p> <p>v. Measures taken to recover and dispose of gases when disposing of equipment (e.g. disposing of it through a registered waste carrier).</p> <p>vi. If the gas used within the system is recycled / reclaimed, then the two following details must also be recorded: Details of the recycling or reclamation facility (name, address and certificate number if it has one); Quantity of any gases recovered.</p>		
12	TM44 Checks	<p>Carry out all necessary checks and record/ report in accordance with CIBSE TM44 as identified in the contract specification.</p> <p>Reports to be forwarded to the Contact Administrator via email or CD with accompanying invoice within 14 days of inspection date.</p>		
13	Service report content	<p>a) Date of the service visit.</p> <p>b) Property name and address.</p> <p>c) Property number (as the Equipment Schedules).</p> <p>d) Name of person requesting the works.</p> <p>e) Contractor name, address and telephone number.</p> <p>f) Plant manufacturer, model, serial number, age, refrigerant type and amount of charge, gas pressure and liquid pressure, and GWP of the system.</p> <p>g) Refrigerant additions, refrigerant removal, details of leak test.</p> <p>h) A statement of the condition of the other items required by the respective service routine.</p> <p>i) Details of replacement parts fitted or required.</p> <p>j) Details of any outstanding actions.</p> <p>k) Details of any repaired leaks.</p> <p>l) Additional comments</p> <p>m) Property representative name and signature.</p> <p>n) Engineer's name and signature.</p> <p>o) Photographs to highlight any defects requiring attention.</p>		
14	Report presentation	<p>The contractor is to email service reports along with an updated version of "Schedule of Properties and Equipment" to the Contract Administrator complete with invoice within 14 days of the service date.</p>		



IMC 183

PARTICULAR SPECIFICATION

**MAINTENANCE OF AIR CONDITIONING,
REFRIGERATION & VENTILATING PLANT**

**Prepared by:
Shropshire Council
Premise Services
October 2015**

PART 2 - PARTICULAR SPECIFICATION MAINTENANCE OF AIR CONDITIONING, REFRIGERATION & VENTILATING PLANT

Contents

1	GENERAL CONDITIONS	3
1.1	SCOPE OF WORK	3
1.2	DURATION OF AND CONTENT OF CONTRACT	3
1.3	PERFORMANCE	3
1.4	SAFETY AND WELFARE OF WORKMAN	4
1.5	IMPORTANT NOTES	4
1.6	HOURS OF WORK	5
1.7	IDENTITY PASSES	5
1.8	GENERAL HEALTH AND SAFETY	6
1.9	LEGISLATION	6
1.10	RISK ASSESSMENT	6
1.11	METHOD STATEMENT	7
1.12	DISCLOSURE AND BARING SERVICE - DBS	7
1.13	DATA PROTECTION	7
1.14	BUSINESS CONTINUITY	8
2	SCOPE OF SPECIFICATION	8
3	GENERAL REQUIREMENTS	9
3.1	ACCESS	9
3.2	ADDITIONS/DELETIONS OF PROPERTIES	10
3.3	ADDITIONS / DELETIONS OF PLANT	10
3.4	AUTHORISATION OF WORK	10
3.5	CONTRACT ADJUSTMENTS	10
3.6	CONSUMABLES	10
3.7	COSTS	10
3.8	DELEGATION	11
3.9	ELECTRICAL WORK	11
3.10	SCHEDULE OF PROPERTIES AND EQUIPMENT	11
3.11	HAZARDOUS SITUATIONS	12
3.12	INSPECTION OF WORK	12
3.13	LIABILITY FOR ACCIDENTS & DAMAGE	12
3.14	MAINTENANCE OF EXISTING SERVICES	12
3.15	PAYMENT	12
3.16	TRANSPORT	13
3.17	RECALLS	13
3.18	LIABILITY FOR ACCIDENTS & DAMAGE	13
3.19	SERVICE ROUTINES	13
3.20	SITE PROTECTION	13
3.21	SPARE PARTS AND RENEWALS	13
3.22	REVIEW MEETINGS	14
4	SERVICE REPORTS & INVOICES	14
4.1	GENERAL SERVICE REPORTS	14
4.2	TM44 INSPECTION REPORTS	15
5	CALL OUTS & EMERGENCY REPAIRS	15
6	MAINTENANCE TASKS	16
6.1	TM44 Inspection	16
6.2	GENERAL ITEMS OF MAINTENANCE	16

PARTICULAR SPECIFICATION

MAINTENANCE OF AIR CONDITIONING, REFRIGERATION & VENTILATING PLANT

1 GENERAL CONDITIONS

1.1 SCOPE OF WORK

The work consists of carrying out the planned preventative maintenance of air-conditioning, refrigeration and ventilating plant installed on Council controlled premises, to ensure that they are maintained in a safe condition so as to prevent risk of injury to any person or damage to any property, to ensure optimum system efficiency and to extend the working system life.

In addition to the routine servicing as stated above, the Contractor is to provide TM44 inspections for sites that fall under the requirements of the legislation, at an appropriate level as dictated by the system complexity and size.

The contractor is to have an in house qualified engineer cable of carrying out this task.

The maintenance contract shall be in the format of mobile periodic maintenance, including consumables, specialist labour plus emergency call-outs, spares and specified replacement parts.

The major components comprising the air-conditioning, refrigeration and ventilating systems to be maintained are:-

unitary water and air cooled AC units; packaged air to air, air to water and water to water AC and heat-pump units; AC and ventilating air handling units; packaged chillers; closed cooling towers; control panels; compressors; condensers; diffusers; dry coolers; evaporators; fans; filters; grilles; heat exchangers; heating & cooling coils; heat recovery ventilating units; humidifiers; motors; pumps; pipework systems; sensors; switching systems; terminal units; valves and water treatment units.

The Contractor is responsible for maintaining the entire system, not just groups of components.

1.2 DURATION OF AND CONTENT OF CONTRACT

In the first instance competitive fixed price tenders are being invited to the period 1st April 2016 – 31st March 2019, thereafter the contract may be extended annually for a further **one** year subject to satisfactory performance during the contract duration. The contractor is entitled to submit a cost adjustment to the tendered figure on an annual basis that is in line with the Retail Price Index which is subject to the approval by the contract administrator.

The Council are entitled under the duration of this contract to amend the content of the scope of works, so as to encompass any legislative changes that impact upon the equipment covered under the scope of this contract.

The Council reserves the right to terminate the contract based upon the criteria as detailed in section 1.3 at any time during the contract period.

1.3 PERFORMANCE

The Council will operate a Performance Monitoring System for the Contractor working under this Contract, to enable the recording of and act on, under performance in respect of performance, price and quality.

The system will be a RAG (Red, Amber, and Green) traffic light system for any works done under the scope of the contact, this is also to include day works. A Contractor who performs adequately

and in accordance with our requirements will be recorded as 'Green', all Contractors will start with a Green status by default.

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

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

Examples of issues that could lead to an Improvement, Registration of Concern or Warning Notice being raised are repeated instances of:- H & S lapses on sites, Failures to produce timely H & S Plans/Manuals, unacceptable work, poor workmanship, use of non-specified materials without authorisation, inadequate control of sub-contractors, lack of adequate services commissioning, insufficient provision of resources, inadequate programming, failure to adhere to timescales/sectional completions, failure to provide financial information, untimely provision of final accounts.

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

The system process steps are;

1. Improvement Notice - Issue to the Contractor an "Improvement (Amber) Notice" recording the issues and giving the opportunity to improve. Issue of an Improvement Notice will be by email or formal letter.
2. Registration of Concern - Issue to the Contractor a "Registration of (Amber) Concern" recording the issues and any previous Notifications and requiring immediate response to the issues raised and performance improvement. The Contractor may be asked to attend a formal meeting to explain the reasons for poor performance and provide mitigation. Issue of the ROC will be via email or formal letter.
3. Warning Notice - Issue to the Contractor a "Warning (Red) Notice" recording the issues, previous Notifications and requiring immediate improvement under threat of contract termination, with a review period of six months or until improvement can be proven to the satisfaction of Premises Services, whichever is the shorter period. It may also require the Contractor to attend a formal meeting to explain why no improvement has been made. Issue of Warning will be via email or formal letter.
4. Termination Notice - Issue to the Contractor a "Termination (Red) Notice" recording the issues, previous Notifications and advising of termination of the contract. Issue will be via formal letter. Under exceptional circumstances an issue may be notified and recorded which would warrant an immediate "Red" notification being issued, similarly two notifications in the same monitoring area can result in the same action.

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

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

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 have the means to comply with the terms of the contract, bearing in mind that the equipment within the premises will be of a differing manufacture.
- The Contractors operative(s) shall carry a range of tools, suitable access equipment, equipment access keys, calibrated test instruments and any other necessary equipment to perform this function satisfactorily.
- The Contractor shall provide supervisory staff to regularly monitor the performance and quality of the work of its operative(s).
- The contractor shall include in the tendered costs those that will be incurred for any administrative duties such as photocopying and communication costs.
- The Contractor shall familiarise himself with the site and in particular to the problems of gaining access to the site. Damage caused to any property in gaining access to the site by the Contractor or persons servicing the Contractor shall be made good at the Contractor's own expense to the satisfaction of Shropshire Council.
- The Contractor shall make good any damage caused to the premises by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense to the satisfaction of Shropshire Council.
- The Contractor and his employees must report to the premises office or reception whenever they are visiting site to 'book-in', and ensure they 'book-out' when leaving site on **all** occasions.
- Asbestos Management Regulation - Contractors shall be aware that there is a mandatory requirement to sign the on site Asbestos Register prior to the commencement of any work. All operatives working on the servicing and repair of equipment must be in possession of valid asbestos awareness training, copies of these training records are to be submitted to the Council.
- The Contractor must ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable, respectable clothing and identity passes.
- This project is being undertaken on active Council sites and as such the normal operation of the site(s) shall not be interfered with. Co-operation and liaison with the site manager about any schedule and limitations is imperative.

1.6 HOURS OF WORK

Normal Daytime Hours are defined as: - 8am to 5pm Monday to Friday excluding Statutory and Bank Holidays. Please note there will be no additional costs applicable to the client outside of normal working hours for servicing, as some sites may require working outside the normal daytime hours as defined.

1.7 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. The passes are also to contain the engineers DBS number.

1.8 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.

1.9 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 2013
Confined Space Regulations 1997
Lifting Operations & Lifting Equipment Regulations 1998
Provision & Use of Work Equipment Regulations 1998
Management of Health & Safety at Work Regulations 1999
The Fire Precautions (Workplace) (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 2012
Construction and Design Management Regulations 2015
The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007
Pressure Systems Safety Regulations 2000

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

1.10 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.

1.11 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.

1.12 DISCLOSURE AND BARING SERVICE - DBS

All operatives working under this contracts on the maintenance and breakdown of equipment must be in possession of a current enhanced DBS certificate. Written confirmation of compliance with this must form part of the tender submission.

1.13 DATA PROTECTION

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

- The British Standard for the secure destruction of confidential material (BS 8470:2006) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs.
- Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies with BS 8470 when transporting, storing and destroying documents.
- The Data Protection Act 1998 introduced a requirement in October 2000 that all organisations that are contracted to provide services to the Council and that services includes processing of personal data are obliged to ensure secure storage of data.
- The Contractor shall at all time during the terms of the Contract implement appropriate technical and organisational measures acceptable by the Council to protect any personal data being accessed or processed by unlawful processing of personal data and against accidental loss or destruction of or damage to personal data held or processed by the Contractor and that the Contractor shall have taken all reasonable steps to ensure reliability

of any of their staff which will have access to personal data processed as part of the contract.

- The Contractor shall act only on the Council's instructions in relation to the processing of any personal data provided to the Contractor by the Council or on behalf of or by the Council's employees or former employees.
- Upon receipt of at least 7 days' notice the Contractor shall allow access to any relevant premises owned or controlled by the Contractor to inspect procedures described above and will, on the Council's request, prepare a report to the Council as to the Contractor's current technical and organisational measures used to protect any such personal data.

The Contractor shall consider all reasonable suggestions which the Council may put to the Contractor to ensure that the level of protection provided for personal data is in accordance with this document and make changes suggested unless the Contractor can prove to the Council reasonable satisfaction that they are not necessary to ensure on going compliance with the Contractor undertaking in the clauses stated above.

1.14 BUSINESS CONTINUITY

The Contractor is required to have considered Business Continuity arrangements and developed robust Business Continuity Plans which will minimise any effects on this contract should the Contractor's resources or operations be compromised through an unplanned event. The Contractor shall make available upon request for inspection their Business Continuity plans which, as a minimum, shall detail contingencies in the event of loss or reduced Contract Administration staff, office facilities or IT infrastructure and craft operatives and/or sub-contractors in the event of widespread illness i.e. flu pandemic. Additional contract sensitive issues i.e. supply chain management should also be considered.

2 SCOPE OF SPECIFICATION

This part of the specification provides the basis for an air-conditioning, refrigeration and ventilating plant maintenance contract between the Client and the Contractor.

The objective of the contract is for the Contractor to provide planned preventative maintenance of air-conditioning, refrigeration and ventilating plant installed on Council controlled premises, to ensure that they are maintained in a safe condition so as to prevent risk of injury to any person or damage to any property, to ensure optimum system efficiency and to extend the working life.

The maintenance contract shall be in the format of mobile periodic maintenance, including consumables, specialist labour plus emergency call-outs, spares and specified replacement parts.

The inspection and maintenance service is intended to demonstrate compliance with:

- 1. HSE Approved Code of Practice L5 Control of substances hazardous to health**
- 2. The Health and Safety at Work etc. Act 1974**
- 3. The Workplace (Health, Safety and Welfare) Regulations 1992**
- 4. HVCA TR20 Installation and testing of pipework systems 2003**
- 5. Institute of Refrigeration Safety Codes**
- 6. EU Regulation 2037/2000 on ozone depleting substances**
- 7. EU Regulation 842/2006 on certain fluorinated greenhouse gases (F-Gases)**

8. TM44 Inspection for systems over 12KW and over - The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007

'Client' refers to Shropshire Council's Premises Services Manager 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 monitoring and inspection. This includes the provision of access equipment and labour to significantly dismantle major items of plant.

3 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 service work. This shall include as a minimum requirement the names of the specific persons who may carry out the work and a copy of their ACS certification. It shall also include details of the quality system operated by the Contractor.

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

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

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

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

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

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

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

The Contractor shall advise the Head of school and college sites that their engineers may be taking photographs of the air-conditioning, refrigeration and ventilating plant as necessary, for inclusion with the formal servicing report.

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

3.1 ACCESS

The Contractor shall make access arrangements two working days in advance with the Head or Manager of each property, giving notification that access to the property is required and that access will be available. Failure to comply with this requirement will result of non-payment of abortive visit charges. A record of with whom contact was made with will be required to sanction abortive visit charges.

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 Schedule of Property and Equipment.

The Contractor shall allow in their costs, those that will be incurred by moving stored items to allow access to plant.

3.2 ADDITIONS/DELETIONS OF PROPERTIES

The Client may, during the period of the contract, wish to add or delete properties from the 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. The floor area given may also alter due to building or demolitions.

3.3 ADDITIONS / DELETIONS OF PLANT

The Client may, during the period of the contract, add items of plant to the schedule for maintenance 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 plant from the schedule for maintenance. 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.

The Contractor is to identify any additional items of plant requiring service under the scope of this contract whilst on site and seek clarification from the Contact Administrator as to how to proceed.

3.4 AUTHORISATION OF WORK

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

The Council reserves the right to seek competitive alternative quotations for any works that fall outside the scope of the servicing.

3.5 CONTRACT ADJUSTMENTS

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

3.6 CONSUMABLES

The Contract shall be deemed to be inclusive of all consumables and cleaning materials necessary for the complete and satisfactory operation of the plant. Consumables are defined as all items of equipment, materials or components that have to be replaced on a regular basis, such as lubricants, gaskets, jointing materials, lubricating spray e.g. WD40, or similar and leak detection spray/fluids.

3.7 COSTS

The cost of providing the service shall be on a cost per unit basis and 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 cost of TM44 inspections shall be labelled separately.

3.8 DELEGATION

With the exception of the plant listed below, the Contractor shall not delegate performance of the whole or any part of this contract to any person or company unless they have obtained the written permission of the Client.

Where necessary the Contractor shall include in their costs to engage the services of a controls specialist where considered necessary to fulfil the requirements of Appendix 2 (Servicing Schedule).

Where permitted delegation shall only be to another contractor on the Client's approved list and may only be on a short term basis and in no circumstances shall it constitute more than 10% of the total scheduled contract works.

The 3 York chillers, (York model LCH60WL50 liquid chillers), which provide essential cooling to the Shirehall, (Property No 6320), require specialist maintenance to ensure they function efficiently and safely. The Contractor shall employ York Service Division directly to provide fixed time planned maintenance, condition based monitoring, leakage inspections and emergency call-out cover. The Contractor shall include the costs with his tender. [York Service Division - Tel: 01676-526300, York quote ref: KW/AJ/M0607-025-1].

3.9 ELECTRICAL WORK

Any electrical work or work servicing and repairing electrical controls, components and wiring, shall be carried out by a competent and suitably qualified tradesmen in a manner to comply with B.S. 7671 Requirements for electrical installations – IEE wiring regulations 2008 seventeenth edition, as amended to date.

3.10 SCHEDULE OF PROPERTIES AND EQUIPMENT

The Client has included in the tender documents a schedule giving details of properties, plant locations, plant manufacturer, model, refrigerant, previous maintenance dates and the number of service visits required.

The contract shall consist of two service visits per year to each unit, and **shall be at six month intervals.**

In the case of 'split' air-conditioning units the Equipment Schedule may only list the external unit, however the contractor is responsible for maintaining the entire system.

The Contractor shall update the Schedule of Properties and Equipment to reflect any additional items of plant found during site surveys conducted during maintenance visits and remove any items of plant as instructed by the Council under the terms of section 3.3.

The Contractor shall with every submitted invoice, include a suitably updated version the Schedule of Properties and Equipment.

3.11 HAZARDOUS SITUATIONS

Should a hazardous situation to the buildings' occupants become apparent, the appropriate service should be isolated and the situation drawn immediately to the Contract Administrator's attention by telephone on 01743 281054.

3.12 INSPECTION OF WORK

The Contractor shall be required from time to time to partially dismantle and re-assemble any items of equipment upon request, as far as is reasonably practicable, to demonstrate the nature of the servicing work carried out and that the work has been completed in accordance with the manufacturers and Client service requirements. This is to include making available any faulty items or items replaced for inspection indicating the nature of the fault.

No costs shall be incurred to the Council for this element of the contract.

3.13 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.

3.14 MAINTENANCE OF EXISTING SERVICES

The Contractor shall maintain all drains, water, refrigerant pipelines and electrical mains which may be met with during the progress of the works and make good any damage.

3.15 PAYMENT

Payment of invoices will be made in arrears following the submission of the service report.-

Payment will be made following the submission of an electronic invoice, to include a signed and authorised work sheet, on completion of the works and must be presented within 14 days following completion of works. All invoices must clearly state the following information:

- Addressed to Shropshire Council
- Be on a company letterhead showing company name and address
- If VAT is chargeable, invoice to have a VAT registration number
- Site name and address
- Official Order Number
- Name of person requesting the works
- Date and time of when the order was placed
- Date of visit
- Time arrived on site
- Time left site
- Asset details, i.e.: Make, Model, Serial and location.
- Unit Cost/Hourly rate
- Number of hours on site
- Number of operatives (if more than one)
- Sub-contractors details
- List Materials used along with the cost for each item and mark up
- Worksheet signed by authorised person on site

Not adhering to stipulated criteria may lead to administration penalties.

The Council reserves the right to request copies of supplier's invoices to verify cost mark-up against trade price of materials used against the values stated in the Tender Response Document.

3.16 TRANSPORT

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

3.17 RECALLS

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

3.18 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.

3.19 SERVICE ROUTINES

The service routines outlined in the attached Servicing Schedule shall be read in conjunction with the manufacturer's service documents and are intended to complement them. In no circumstances should they replace manufacturer's instructions to the detriment of the plant or safety of the premises. In the absence of a manufacturer's specification the service routines are a minimum standard for safe working and efficiency.

Although the service routines are presented in a checklist format applied to generic types of plant, it is not implied that maintenance responsibilities should be defined in this way. The Contractor is responsible for maintaining the entire system, not just groups of components.

3.20 SITE PROTECTION

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

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

3.21 SPARE PARTS AND RENEWALS

The Contractor shall supply & fit all spare parts as required up to the financial limit of £400 (including materials, labour and mileage) per property, with the permission of the site representative / budget holder. For remedial works over the financial limit a quotation must be completed for the whole repair work and forwarded to the Client. An official order number will be issued if the quotation is approved.

The quotation must include a full breakdown of costs, showing individual costs for materials and labour, to enable the quotation to be evaluated fully.

Fitting replacement parts shall be carried out as far as possible during the maintenance visit. An extra visit in order to fit replacement parts in cases of emergency may be permitted, but only with prior notification and approval of the Client.

The Contractor's vehicles must carry adequate stocks of filters, electrodes, belt drives, refrigerants, lubricants, jointing materials and other parts to ensure plant 'down time' is kept to a minimum.

The Contractor shall only use new genuine manufacturers' spares, except when otherwise directed. Reconditioned parts are not acceptable.

Chargeable spare parts replaced during maintenance or breakdown visits shall be left on site for inspection and disposal instructions from the Client.

3.22 REVIEW MEETINGS

It is to be assumed that the Contractors contract manager will be required to attend quarterly contract review meetings with the Contract Administrator at Shropshire Councils HQ, to discuss contract performance and any other matters deemed necessary. The frequency of these meeting may be reduced based upon the Contract Administrators requirements.

4 SERVICE REPORTS & INVOICES

4.1 GENERAL SERVICE REPORTS

The Contractor shall submit service reports electronically complete with the invoice, and if necessary a quote for any required remedial works, to the Contractor Administrator. A copy of the service shall also be sent to the site manager of the property.

In addition to the individual service reports for each item of plant, a summary sheet shall be attached noting any defects requiring remedial works undertaking.

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

- ✓ Date of the service visit.
- ✓ Property name and address.
- ✓ Property number (as the Equipment Schedules).
- ✓ Name of person requesting the works
- ✓ Contractor name, address and telephone number.
- ✓ Plant manufacturer, model, serial number, age, refrigerant type and amount of charge, gas pressure and liquid pressure, and GWP of the system.
- ✓ Refrigerant additions, refrigerant removal, details of leak test.
- ✓ A statement of the condition of the other items required by the respective service routine.
- ✓ Details of replacement parts fitted or required.
- ✓ Details of any outstanding actions.
- ✓ Details of any repaired leaks.
- ✓ Additional comments
- ✓ Property representative name and signature.
- ✓ Engineer's name and signature.
- ✓ Photographs to highlight any defects requiring attention.

4.2 TM44 INSPECTION REPORTS

The TM44 inspection report must include an assessment of the air conditioning efficiency and the sizing of the system compared to the cooling and heating requirements of the building and contain appropriate advice on possible improvements to the system, replacement of the system and alternative solutions.

The TM44 inspection report must include the following information:

Details of the property and the inspector:

- The address, name, or other unique identifier of the property.
- The name of the owner or manager of the building.
- The inspector's name, affiliation, and status (e.g. 'approved by [name of accreditation body]').
- The date of the inspection.

Details of the systems inspected including sampling:

- Physical descriptions of the systems inspected, including the type of system (e.g. unitary, split, multi-split).
- An inventory of equipment inspected, including makes, models and serial numbers (if readily accessible) and their ratings, the locations of the outdoor equipment and the areas served (including the locations of indoor equipment).

Details of the results of the inspection:

- The results of any measurements or calculations reviewed or made for the inspection.
- Comments on the likely efficiency of the installation and any suggestions made for improvement.
- Comments on any faults identified during the inspection and suggested actions.
- Comments on the adequacy of equipment maintenance and any suggestions made for improvement.
- Comments on the adequacy of installed controls and control settings and any suggestions made for improvement.
- Comments on the size of the installed system in relation to the cooling load and any suggestions for improvement.
- Comments concerning alternative solutions.
- Summary of the findings and recommendations of the inspection.

Additional advice:

- Sources of good practice publications on the ownership and efficient operation of air conditioning systems.
- Sources of funding that might support further investigations and improvements in efficiency.

The service report and TM44 inspection report shall be sent with the invoice and submitted to the Client within 14 days of the service visit, each report being countersigned by the caretaker of other responsible person on site. Photographs should be included where appropriate to highlight specific points.

Random checks of replaced parts may be carried out by the Client. The Contractor shall reimburse the Client for any parts that have been changed and subsequently are found to be in working order.

5 CALL OUTS & EMERGENCY REPAIRS

The Contractor shall be required to provide a **24 hour 365 day per year** emergency breakdown service. Answer phone services are not acceptable.

The Contractor shall be able to respond to instructions to attend an emergency breakdown by attending site within **2 hours** from receipt of call from the Client.

Breakdowns shall be given priority over planned service visits and must be completed within 24 hours from receipt of a call, unless otherwise agreed with the Client.

For breakdowns reported during normal working hours the Contractor will be issued verbally with an order number, followed by an official Email order within a few days.

For breakdowns reported outside normal working hours the Contractor shall obtain an order number from the Client on the next working day.

The charges and rates for callouts and emergency breakdowns i.e. labour rates, materials, together with any special conditions, shall be indicated on the tender form for work not included in the Specification and Schedules. Where the Client considers the charges and special conditions excessive the whole tender may be disqualified.

The Contractor shall provide details of operatives 'on-call' for the out of normal hours breakdown service. Details which shall include names & contact numbers shall be available at the commencement of the contract. These details shall be updated to reflect any revisions immediately following any such revisions. The Contractor shall also re-confirm the contact details prior to each annual extension of the Contract and prior to times of public holidays e.g. Easter, Christmas etc.

The Contractor shall report to the person in charge of the premises if they are unable to complete a repair and inform that person the course of action they are taking i.e. obtaining replacement parts.

In the event of spares/parts not being available from stock or local suppliers the Contractor is to make arrangements for overnight delivery direct from the manufacturer to their agents.

6 MAINTENANCE TASKS

The service work shall be carried out according to the provisions of the British Standards and industry guidance.

Although the maintenance tasks are presented in a checklist format applied to generic types of plant, it is not implied that maintenance responsibilities should be defined in this way. The Contractor is responsible for maintaining the entire system, not just groups of components.

6.1 TM44 Inspection

For installations per property that contain over 12KW of equipment, the Contractor shall provide a TM44 Inspection Report, a copy of which shall be attached to the service report. Please see item 4.2 above for details.

This inspection is not required for air conditioning equipment less than 5 years old.

The Contractors' approved certificate inspection number should be stated on all inspection reports.

6.2 GENERAL ITEMS OF MAINTENANCE

Please refer to the serving schedule (appendix 2), which details the tasks to be carried out and engineers prerequisites.



HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

Table 1 - Site Wide Elements

Client: Premises Services
Project: IMC 183 - Maintenance of air-conditioning, refrigeration & ventilating plant
Tender No. IMC 183

HAZRA Rev. No.: _____
Revised by: _____

Date: Nov-15
Copied to: _____

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Access/Egress Welfare/Storage - traffic routes - pedestrian routes - site compound - housekeeping - work/storage areas	Contact with moving vehicle / plant	General public, contractors personnel, supervising personnel, staff and pupils.	Medium	Operatives to follow pavements, designated walkways and crossings. Appropriate signage to be followed.	Start of contract	Low
	Heavy lifting (site establishment)	Contractors personnel	Low	Appropriate lifting techniques to be used operated by competent operatives and mechanical handling equipment to be used for heavy items.	Start of contract	Low
	Unauthorised access onto site	General public ,supervising personnel, staff and pupils	Low	Plantrooms to be locked when possible during working periods. Appropriate signage to be displayed.	Start of contract	Low

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Shared access Clashes with other operations / trades/live premises	General public, supervising personnel, staff and pupils.	Low	Operatives to be aware of other trades working in the vicinity. Operatives to follow instruction from the site manager. Appropriate signage to be followed.	Start of contract	Low
	Restricted access Obstructions Sensitive routes	Pupils and members of staff, general public	Low	Operatives are not allowed to any other areas of the school other than areas containing items of plant or areas as agreed with the site manager. Appropriate signage to be displayed.	Start of contract	Low
	Falls of plant & vehicles Safe haul routes	N/A	N/A	N/A	N/A	N/A
	Live services - Overhead or internal/underground Electrocution/ asphyxiation/etc Fire/explosion	Contractors personnel and supervising officers	Low	Safe working practices to be employed. Method Statements to be followed. NICEIC & Gas Safe registered contractors to be employed.	Start of contract	Low
	Fire or other emergency Access for emergency services Existing emergency routes	General public, contractors personnel, supervising personnel, staff and pupils.	Low	Emergency routes and exits to be kept clear at all times. Appropriate signage to be displayed and followed.	Start of contract	Low

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Safe Working Area	Falls from height including below ground level	Contractors personnel & supervising personnel	Medium	Scaffold towers and proprietary access platforms shall be provided and erected by competent persons when working at height.	Start of contract	Low
	Falls through fragile materials	Contractors personnel & supervising personnel	Medium	Safe route to work area to be selected.	Start of contract	Low
	Manual handling / musculo-skeletal injuries	Contractors personnel	Low	Appropriate lifting techniques to be used and mechanical handling equipment to be used for heavy items.	Start of contract	Low
	Entry into confined spaces (including excavations)	Contractors personnel & supervising personnel	Medium	Safe route to work area to be selected. Permit to enter system to be used.	Start of contract	Low
	Fire / emergency evacuation from difficult areas e.g. working platform, confined spaces	Contractors personnel & supervising personnel	Medium	Safe route to work area to be selected. Safe system of work to be utilised and followed.	Start of contract	Low

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Materials Substances Components Adequate welfare	Manual handling / musculo-skeletal injuries	Contractors personnel	Low	Appropriate lifting techniques to be used and mechanical handling equipment to be used for heavy items. Staff training.	Start of contract	Low
	Harm from commonplace construction materials. substances e.g. cement-based substances, sands, mineral oils	Contractors personnel	Low	Appropriate personnel protection to be used i.e. gloves/ barrier creams	Start of contract	Low
	Harm from specific products	Contractors personnel	Low	Appropriate personnel protection to be used as recommended by manufactures & COSHH data sheets	Start of contract	Low
	Harm from asbestos-based materials	Contractors personnel & supervising personnel	Low	Contractor to read, understand and sign the on site Asbestos Register.	Start of contract	Low
Cutting / welding / hot work	Respiratory harm - fume, dust, radiation Eye and skin damage	Contractors personnel & supervising personnel	Low	Appropriate personnel protective equipment to be used i.e. masks, goggles, barrier creams; Hot work permit system to be employed.	Start of contract	Low

Activity / Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Fire / explosion	General public, contractors personnel, supervising personnel, staff and pupils.	Low	Hot work permit, good housekeeping, fire extinguishers to be kept on site	Start of contract	Low
Other						



HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

Table 4 - Engineering Services and Systems

Client	Premises Services	HAZRA Rev. No:		Date:	Nov-15
Project:	IMC 183 - Maintenance of air-conditioning, refrigeration & ventilating plant	Revised by:	██████████	Copied to:	
Tender No.	IMC 183				

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
Engineering services - installation - commissioning - testing - electrical power - lighting - gas - heating - water supply - hot water -ventilation - cooling - air conditioning - refrigeration - telecoms - plant & equipment	Access	Inspectors, school staff/children/parents, site visitors, maintenance contractors personnel, supervising personnel	Low	Safe route to work areas to be identified and used at all times. Use of signage. Ladders for access only, and not as a working platform	Start of contract	Low
	Falls from height	Contractors personnel & supervising personnel	Medium	Scaffold towers and proprietary access platforms shall be provided and erected by competent persons when working at height. Ladders for access only, and not as a working platform.	Start of contract	Low
	Live services - Overhead or internal/underground Electrocution/ asphyxiation/etc Fire/explosion	Contractors personnel and supervising officers	Low	Safe working practices to be employed. Method Statements to be followed. NICEIC & Gas Safe registered contractors to be employed. Contractors personnel shall be qualified electricians or directly under the control of a qualified electrician. Ratio of non qualified electrical staff to qualified shall not exceed two	Start of contract	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Heavy lifting	Contractors personnel	Low	Appropriate lifting techniques to be used and mechanical handling equipment to be used for heavy items.	Start of contract	Low
	Contact with moving vehicle / plant	Contractors personnel	Low	Safe working practices to be employed. Method Statements to be followed.	Start of contract	Low
	Manual handling / musculo-skeletal injuries	Contractors personnel	Low	Appropriate lifting techniques to be used and mechanical handling equipment to be used for heavy items	Start of contract	Low
	Confined spaces Unavoidable entry into drainage systems/basements	Contractors personnel & supervising personnel	Medium	Safe route to work area to be selected. Permit to enter system to be used.	Start of contract	Low
	Fire / explosion	Contractors personnel & supervising personnel	Low	Site evacuation procedures to be followed. Hot work permit, good housekeeping, fire extinguishers to be kept on site.	Start of contract	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Harm from potentially hazardous products, including dusts, fumes and vapours	Contractors personnel	Low	Appropriate personnel protection to be used i.e. masks goggles barrier creams. Contractors personnel shall refer to the site asbestos register and Drawings.	Start of contract	Low
	Bacteriological Biological Chemical contamination	Contractors personnel	Low	Appropriate personnel protection to be used as recommended by manufactures & COSHH data sheets	Start of contract	Low
Mechanical handling Transportation systems - lifts - hoists - escalators - conveyors	Access	N/A	N/A	N/A	N/A	N/A
	Heavy lifting	N/A	N/A	N/A	N/A	N/A
	Manual handling / musculo-skeletal injuries	N/A	N/A	N/A	N/A	N/A

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Contact with moving plant	N/A	N/A	N/A	N/A	N/A
Other						



HAZARD IDENTIFICATION & RISK ASSESSMENT (HAZRA)

Table 5 - Future Maintenance, Cleaning, Repair, Alteration & Dismantling

Client: Premises Services **HAZRA Rev. No.:** _____ **Date:** Nov-15
Project: IMC 183 - Maintenance of air-conditioning, refrigeration & ventilating plant **Revised by:** _____ **Copied to:** _____
Tender No.: IMC 183

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
End-use: Cleaning Maintenance Repair Alteration Refurbishment Dismantling	Falls from height Harm from falling debris	School cleaning personnel & maintenance contractors	Low	HVAC plant accessible from ground level or by use of steps.	Start of contract	Low
	Falls through fragile materials	Contractors personnel & supervising personnel	Medium	Safe route to work area to be selected.	Start of contract	Low
	Live services - Overhead or internal/underground Electrocution/asphyxiation/etc Fire/explosion	Maintenance contractors and Site Manager	Low	Record drawings, O&M manuals, marking of services with tape colour coding	Start of contract	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Contact with moving vehicles or plant	Maintenance contractors and Site Manager	Low	Safe route to work area to be selected.	Start of contract	Low
	Heavy lifting	Maintenance contractors and Site Manager	Low	Appropriate lifting techniques to be used. Consumables and spare components to be available in modular form.	Start of contract	Low
	Manual handling / musculo-skeletal injuries	Maintenance contractors	Low	Appropriate lifting techniques to be used and mechanical handling equipment to be used for heavy items	Start of contract	Low
	Harm from potentially hazardous products, including dusts, fumes and vapours	Maintenance contractors and Site Manager	Low	Appropriate personnel protection to be used i.e. masks goggles barrier creams. COSHH data sheets to be provided with O&M manuals	Start of contract	Low
	Harm from asbestos-based materials remaining	Maintenance contractors and Site Manager	Low	Asbestos register to be continually reviewed and held on site.	Start of contract	Low

Activity/Element	Potential Hazard	Population @ Risk	Risk Level	Action Required / Remarks	Actioned by/date	Residual Risk Level
	Confined spaces Entry into drainage systems/basements/ confined areas	Maintenance contractors and Site Manager	Medium	Safe route to work area to be selected. Permit to enter system to be used.	Start of contract	Low
	Uncontrolled collapse	N/A	N/A	N/A	N/A	
	Hazardous elements remaining	Maintenance contractors and Site Manager	N/A	N/A	N/A	N/A
	Fire / explosion	Maintenance contractors and Site Manager	Low	Good house keeping, fire extinguishers to be kept on site. COSHH data sheets to be provided with O & M manuals.	Start of contract	Low
Other						



Tender Response Document

IMC183 - Maintenance of Air Conditioning Refrigeration Heat Pumps and Ventilating Plant

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Cooling Services Ltd
T/A SCS Group

Shropshire Council Tender Response Document

Contract Description:

The contract will consist of planned preventative maintenance of air conditioning, refrigeration heat and ventilating plant contractors to work as required in Council properties and those of other external clients in the provision of this service.

The contract will commence on 1st April 2016 for an initial period of 3 years with the option to extend for a further 12 month period.

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/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
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 electronic copy of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
B	Supplier Information– For information only	11
C	Grounds for <u>Mandatory</u> Exclusion	14
D	Grounds for Discretionary Exclusion	18
E	Technical and Professional Ability	25
F	Tender and Pricing Schedule	28

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 (Sections B to E)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants 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	Supplier Information– For information only
Section C	Grounds for <u>Mandatory</u> Exclusion
Section D	Grounds for Discretionary Exclusion
Section E	Pass/ Fail Technical and Professional ability

In relation to discretionary exclusion grounds (section D &E):-

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.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Max Marks Available / Weighting
Price 60% (300 marks)		
Appendix 1 -	Price	135 max marks / weighting of 13.5
Section F / Q1.2	Price	165 max marks / weighting of 16.5
Total for price		300 max marks
Quality 40% (200 marks)		
Section F / Q 2.1	Organisation Details	30 max marks / weighting 3
Section F / Q 2.2	Qualifications of Individual/ Proven Competency/ References	25 max marks / weighting 2.5
Section F / Q 2.3	Quality of plant service Report	50 max marks / weighting 5
Section F / Q 2.4	Quality of method statement	40 max marks / weighting of 4
Section F / Q 2.5	Quality of risk assessment	40 max marks / weighting of 4
Section F / Q 2.6	Quality Assurance	15 Max Marks / weighting of 1.5
Total for quality		200 max marks

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 (or proportional multiples of) 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 Quality Criteria overall will receive the full % marks available for Quality. Other tenders will receive a % mark that reflects the difference in the marks between those tenders and the tender receiving the highest mark for Quality overall.

Price Evaluation and scoring

The Contractor is required to submit unit costs based upon the service routines as defined in Appendix 2 (Servicing Schedule) against assets as listed in Appendix 1 (Schedule of Properties and Equipment).

Price makes up 60% of the total marks available. Price will be evaluated by using the percentage split shown in the tables below of the prices submitted in Appendix 1 (Schedule of Properties and Equipment) and section F question 1.2.

Section / Question	Award Criteria	Weighting for each criteria	Max Marks for each criteria
Appendix 1	Total Servicing Cost (i.e. the sum total of	45	135

	the individual unit costs multiplied by the amount of visits)		
--	---	--	--

The most competitively priced tender for the above criteria will receive the full marks for that criterion. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender

Section Question /	Award Criteria	Weighting for each criteria	Max Marks for each criteria
Section F / Q 1.2	Hourly rate during normal working day	8	24
Section F / Q 1.2	Hourly rate outside normal working day	2	6
Section F / Q 1.2	Hourly rate for Saturday working	1	3
Section F / Q 1.2	Hourly rate for Sunday working	1	3
Section F / Q 1.2	Hourly rate for Bank Holiday working	1	3
Section F / Q 1.2	Call out unit cost (includes 1 st hour and travelling costs)	20	60
Section F / Q 1.2	Percentage additions on net cost of material to cover profit handling etc	18	54
Section F / Q 1.2	Cost per TM44 Inspection Level 3	2	6
Section F / Q 1.2	Cost per TM44 Inspection Level 4	2	6
TOTAL BASKET COST		55	165

The rates provided for the above questions will be added together to give an overall basket cost. The tenderer with the lowest basket cost shall receive the full marks. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender

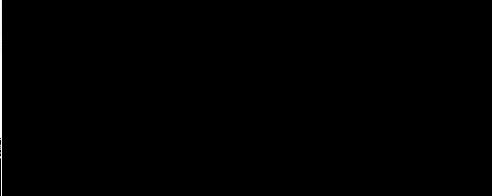
Section A:
1. Form of Tender

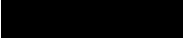
Form of Tender

Shropshire Council

Tender for IMC183 - THE PLANNED PREVENTATIVE MAINTENANCE OF AIR
CONDITIONING, REFRIGERATION AND VENTILATING PLANT

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 supply/provision of planned preventative maintenance of air conditioning, refrigeration and ventilating plant at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.



Name..... 

Date 7th January 2016

Designation Operations Director

Company Shropshire Cooling Services Ltd, T/A SCS Group

Address Brassey Road, Old Potts Way
Shrewsbury
Shropshire Post Code SY3 7FA

Tel No 01743359888 Fax No 01743245823

E-mail address 

Web address www.scsgroup.info

Section A:
2. Non – Canvassing Certificate

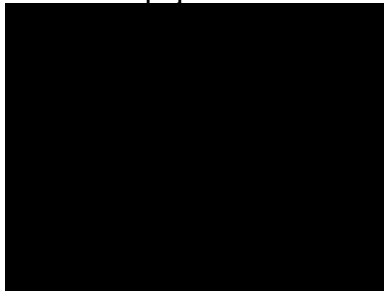
Non-Canvassing Certificate

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 Operations Director

Signed (2)

Status Financial Controller

(For and on behalf of Shropshire Cooling Services Ltd T/A SCS Group)

Date 7th January 2016

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...Operations Director

Signed (2)

Status Financial Controller

(For and on behalf of Shropshire Cooling Services Ltd, T/A SCS Group)

Date 7th January 2016

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?

/ No

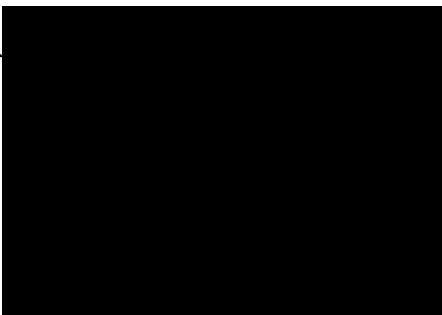
If yes, please give details:

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 Operations Director.

Signed (2)

Status Financial Controller

(For and on behalf of Shropshire Cooling Services Ltd (T/A SCS Group)

Date 7th January 2016


SECTION B


1. Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender	Shropshire Cooling Services Ltd T/A SCS Group	
Registered company address	24 Longden Coleham Shrewsbury SY3 7DB	
Registered company number	4026700	
Registered charity number	n/a	
Registered VAT number	762950411	
Name of immediate parent company	n/a	
Name of ultimate parent company	n/a	
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input checked="" type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input checked="" type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

1.2 Bidding model	
Please mark 'X' in the relevant box to indicate whether you are;	
<p>a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself</p>	<p><input checked="" type="checkbox"/> Yes</p>
<p>b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services</p> <p>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</p>	<p><input type="checkbox"/> Yes</p>
<p>c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services</p> <p>If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.</p>	<p><input type="checkbox"/> Yes</p>
<p>d) Bidding as a consortium but not proposing to create a new legal entity.</p> <p>If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.</p> <p>Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members</u></p> <p><u>Lead member</u></p>
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p><input type="checkbox"/> Yes</p> <p><u>Consortium members</u></p> <p><u>Current lead member</u></p> <p><u>Name of Special Purpose Vehicle</u></p>

1.3 Contact details	
Supplier contact details for enquiries about this tender	
Name	Shropshire Cooling Services Ltd T/A SCS Group
Postal address	Brassey Road Old Potts Way Shrewsbury Shropshire
Country	UK
Phone	01743359888
Mobile	07805359888
E-mail	

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide the registration number in this box.</p> <p></p>
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. F Gas certificate attached</p>

SECTION C

2. – Grounds for Mandatory Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		X
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		X
(c) the common law offence of bribery;		X
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		X
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		X
(i) the offence of cheating the Revenue;		X
(ii) the offence of conspiracy to defraud;		X

(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		X
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		X
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		X
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		X
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		X
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		X
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		X
(f) any offence listed—		X
(i) in section 41 of the Counter Terrorism Act 2008; or		X
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		X
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		X
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		X
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		X
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		X

(k) an offence under section 59A of the Sexual Offences Act 2003;		X
(l) an offence under section 71 of the Coroners and Justice Act 2009		X
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		X
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		X
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		X
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		X
<p>Non-payment of taxes</p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		X

Mandatory Pass/Fail Requirements

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

Please indicate your answer by marking 'X' in the relevant box.	Yes	No
--	------------	-----------

<p>2.3 Operatives Disclosure and Baring Service - Certification All operatives working under this contracts on the maintenance and breakdown of equipment must be in possession of a current enhanced DBS certificate. Written confirmation of compliance with this must form part of the tender submission. All Yes/No If yes please enclose details</p>	<p>X</p>	
<p>2.4 TM44 Certification Is your company accredited to issue TM44 Certificates (Inspection Certificate)? (please provide evidence)</p>	<p>X</p>	
<p>2.5 F-Gas accreditation Has your company achieved F Gas Regulation Accreditation (please provide evidence)</p>	<p>X</p>	
<p>2.6 Electrical works Please confirm that all work carried out by you will comply with BS7671 – 2008 including all amendments (please provide evidence)</p>	<p>X</p>	
<p>2.7 CHAS Accreditation Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group & CHAS Accreditation (please provide certificate)</p>	<p>X</p>	

SECTION D

3. Grounds for discretionary exclusion - Part 1

The authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		X
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		X
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		X
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		X
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		X
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		X
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		X
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public		X

Contract Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		X
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		X
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		X

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

4. Grounds for discretionary exclusion - Part 2

The authority reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the Authority has indicated that the contract is over £5million in value, and the Authority is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).

"Occasion of Tax Non-Compliance" means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking 'X' in the relevant box).		
4.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2	Been found to be incorrect as a result of: <ul style="list-style-type: none"> ▪ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or ▪ a tax authority in a jurisdiction in which the legal entity is 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	<p>established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or</p> <ul style="list-style-type: none"> ▪ the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. 	
<p>If answering "Yes" to either 4.1 or 4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Authority to take into consideration. This could include, for example:</p> <ul style="list-style-type: none"> ● Corrective action undertaken by the Supplier to date; ● Planned corrective action to be taken; ● Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or ● Changes in financial, accounting, audit or management procedures since the OONC. <p>In order that the Authority can consider any factors raised by the Supplier, the following information should be provided:</p> <ul style="list-style-type: none"> ● A brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the "Halifax" abuse principle etc. ● Where the OONC relates to a DOTAS, the number of the relevant scheme. ● The date of the original "non-compliance" and the date of any judgement against the Supplier, or date when the return was amended. ● The level of any penalty or criminal conviction applied. 		

5. ECONOMIC AND FINANCIAL STANDING

FINANCIAL INFORMATION									
5.1	<p>Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.</p> <table border="1"> <tr> <td>(a) A copy of the audited accounts for the most recent two years</td> <td>X</td> </tr> <tr> <td>(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td>(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</td> <td></td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years	X	(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
(a) A copy of the audited accounts for the most recent two years	X								
(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation									
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position									
(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).									
5.2	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the Supplier completing the PQQ</td> <td></td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available. <input type="checkbox"/> Yes</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary? <input type="checkbox"/> No</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	Name of the organisation		Relationship to the Supplier completing the PQQ					
Name of the organisation									
Relationship to the Supplier completing the PQQ									

6. TECHNICAL AND PROFESSIONAL ABILITY

6	Relevant experience and contract examples			
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the Authority's requirement. Contracts for services should have been performed during the past <u>three</u> years. VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>			
		Contract 1	Contract 2	Contract 3
6.1	Name of customer organisation			
6.2	Point of contact in customer organisation Position in the organisation E-mail address			
6.3	Contract start date Contract completion date Estimated Contract Value			
6.4	In no more than 500 words, please provide a brief description of			

contract delivered including evidence as to your technical capability in this market.			
---	--	--	--

6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.



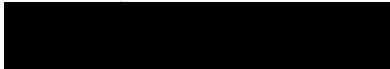
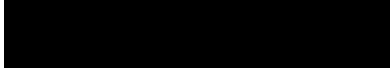
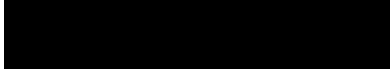

SECTION E

7 – Project specific questions to assess Technical and Professional Ability

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

Further project specific questions relating to the technical and professional ability of the supplier.

7.1 - Insurance

1.	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Employer's (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £5,000,000 (this is a mandatory requirement) (please provide insurance certificates) * It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance (this is a mandatory requirement) (please provide insurance certificates)	YES/
(b)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy. Name of Insurance Company AXA/ACE EUROPE Date policy taken out  Expiry date of the policy  Policy number/reference  Conditions/Exceptions 	

7.2 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No


7.3 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

7.4 – Health & Safety

1.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p> <p>Please enclose a copy of your Health & Safety Policy</p>	<p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>

7.6 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below.

	
--	---

SECTION F – PRICE & QUALITY

QUESTION 1.1 TOTAL SERVICING COST

Award Criteria		Weighting
Total Servicing cost	Please complete Appendix 1 – Schedule of Properties and equipment with your cost per unit per visit	45

QUESTION 1.2 DAY WORK RATES

Rates for any work not included in the specification and schedules. Operative for the period 1st April 2016 to 31st March 2017.

Award Criteria	Price £	Weighting
Hourly rate during normal working day	[REDACTED]	8
Hourly rate outside normal working day		2
Hourly rate for Saturday working		1
Hourly rate for Sunday working		1
Hourly rate for Bank Holiday working		1
Call out unit cost (includes 1 st hour and travelling costs)		20
Percentage additions on net cost of material to cover profit handling etc		18
Cost per TM44 Inspection Level 3		2
Cost per TM44 Inspection Level 4		2
TOTAL BASKET PRICE		

Question 1.3

Please provide details of any special conditions applicable to	N/A	For information only
--	-----	----------------------

overtime working		
------------------	--	--

Question 1.4 – Schedule of rates for additional items of plant added during contract

<u>Type</u>	<u>Unit Rate</u>	
Split air conditioning unit up to 8kW		For info only
Split air conditioning above 8kW		For info only
Packaged air conditioning unit		For info only
Air Handling unit - Roof mounted - Inclusive of safety access equipment		For info only
Air Handling unit - Roof void mounted - Inclusive of safety access equipment		For info only
Air Handling unit - Located in plant room - Inclusive of safety access equipment		For info only
Ceiling mounted Heat Recovery Unit		For info only
Wall mounted Heat Recovery Unit		For info only

Note the above costs for additional items shall be indicative of the unit costs submitted on Appendix 1 - Schedule of Properties and Equipment.

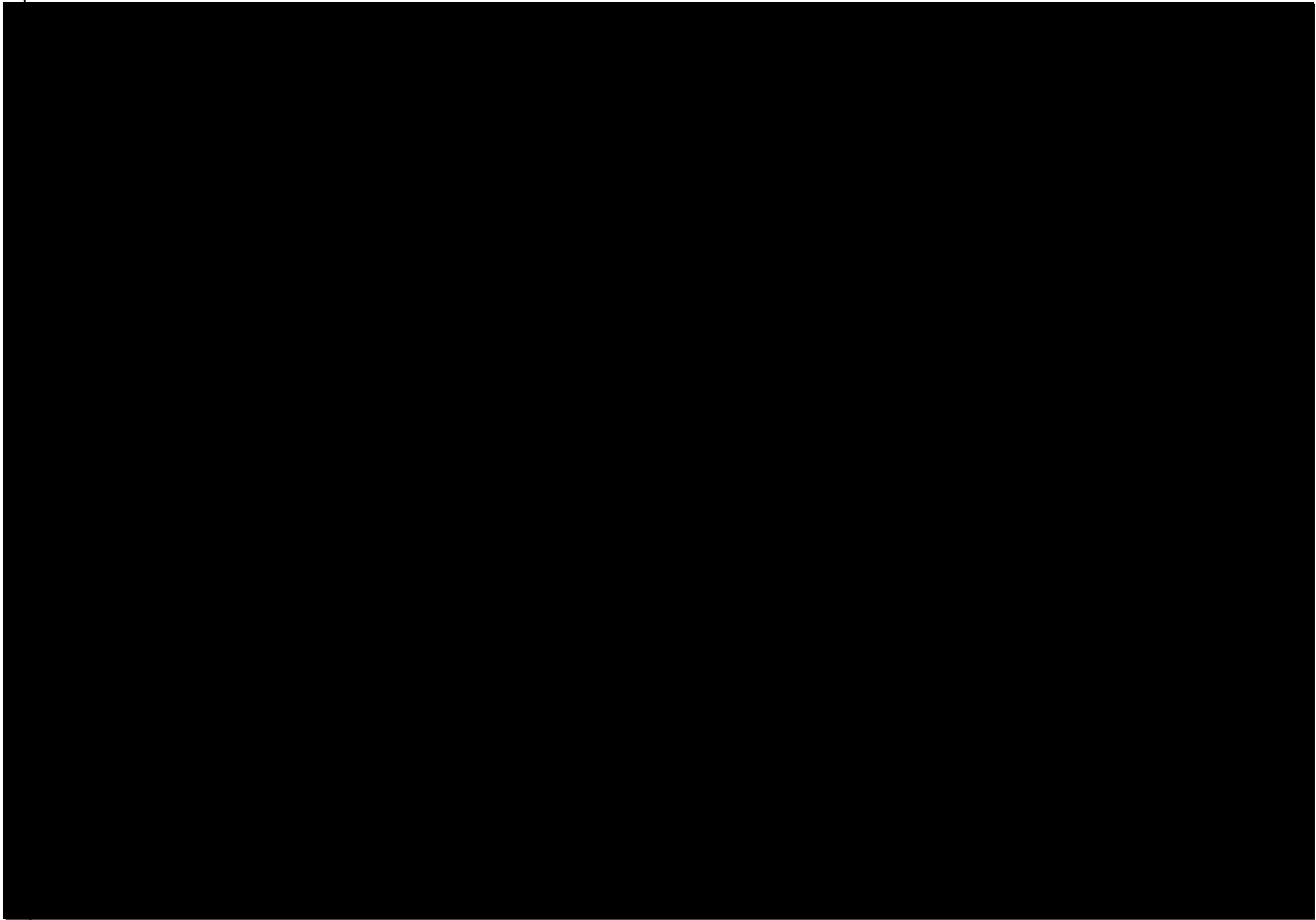
Mileage to be included above costings

1

Please set out below why your organisation is well placed to undertake this particular contract. You should include in your answer details of your organisation and any previous similar contracts undertaken and experience in order to illustrate proven competency for this contract based on the Particular Specification supplied

30 max marks

(weighting of 3)



2	<p>Please provide details of ALL the individuals who will be involved in undertaking this supply, this should include their relevant qualifications and experience</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 10px;"></div>	<p>25 max marks (weightings of 2.5)</p>										
3	<p>Please provide a sample of air conditioning, refrigeration and ventilating plant service report completed by your Company</p> <p>Please tick here if a sample is attached <input checked="" type="checkbox"/></p>	<p>50 max marks (weighting of 5)</p>										
4	<p>Please provide a method statement showing the sequence and method of work for the provision of air conditioning, refrigeration and ventilating plant</p> <p>Please tick here if a method statement is attached <input checked="" type="checkbox"/></p>	<p>40 max marks (weighting of 4)</p>										
5	<p>Please enclose 2 copies of your Risk Assessment as required in section 1.10 of the Particular Specification</p> <p>Please tick here if Risk Assessments are attached <input checked="" type="checkbox"/></p>	<p>40 max marks (weighting of 4)</p>										
3	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent. N/A</p> <p>If you have ISO 9001:2015 and ISO 14001:2015 you will score 9, if you have one of the above ISO you will score 7, if you have an in-house or alternative systems you will score 5)</p> <table border="1" data-bbox="103 1668 1380 1780"> <thead> <tr> <th data-bbox="103 1668 502 1780">Name of Awarding Organisation/Body</th> <th data-bbox="502 1668 758 1780">Registration Number</th> <th data-bbox="758 1668 1069 1780">Name of Quality Assurance System</th> <th data-bbox="1069 1668 1228 1780">Date Achieved</th> <th data-bbox="1228 1668 1380 1780">Date of Expiry/Renewal</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal						<p>15 max marks (weighting 1.5)</p>
Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal								

Please provide copies of the certificates you have given above or other proof of the qualifications.					Enclosed YES /NO



personal & commercial info

Shropshire Cooling Services Ltd t/a SCS Group
Brassey Road
Old Potts Way
Shrewsbury
SY3 7FA



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 10th March 2016

Dear Bidder

IMC 183 – MAINTENANCE OF AIR CONDITIONING REFRIGERATION HEAT PUMPS & VENTILATING PLANT

SUBJECT TO CONTRACT

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

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

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 21st March 2016.

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

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

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

Criteria	Your Weighted Score	Your Rank (out of all 9 tenders received)
Price (out of 135 marks)	■	■
Price section F, Question 1.2 (out of 165 marks)	■	■
Quality (out of 200 marks)	■	■

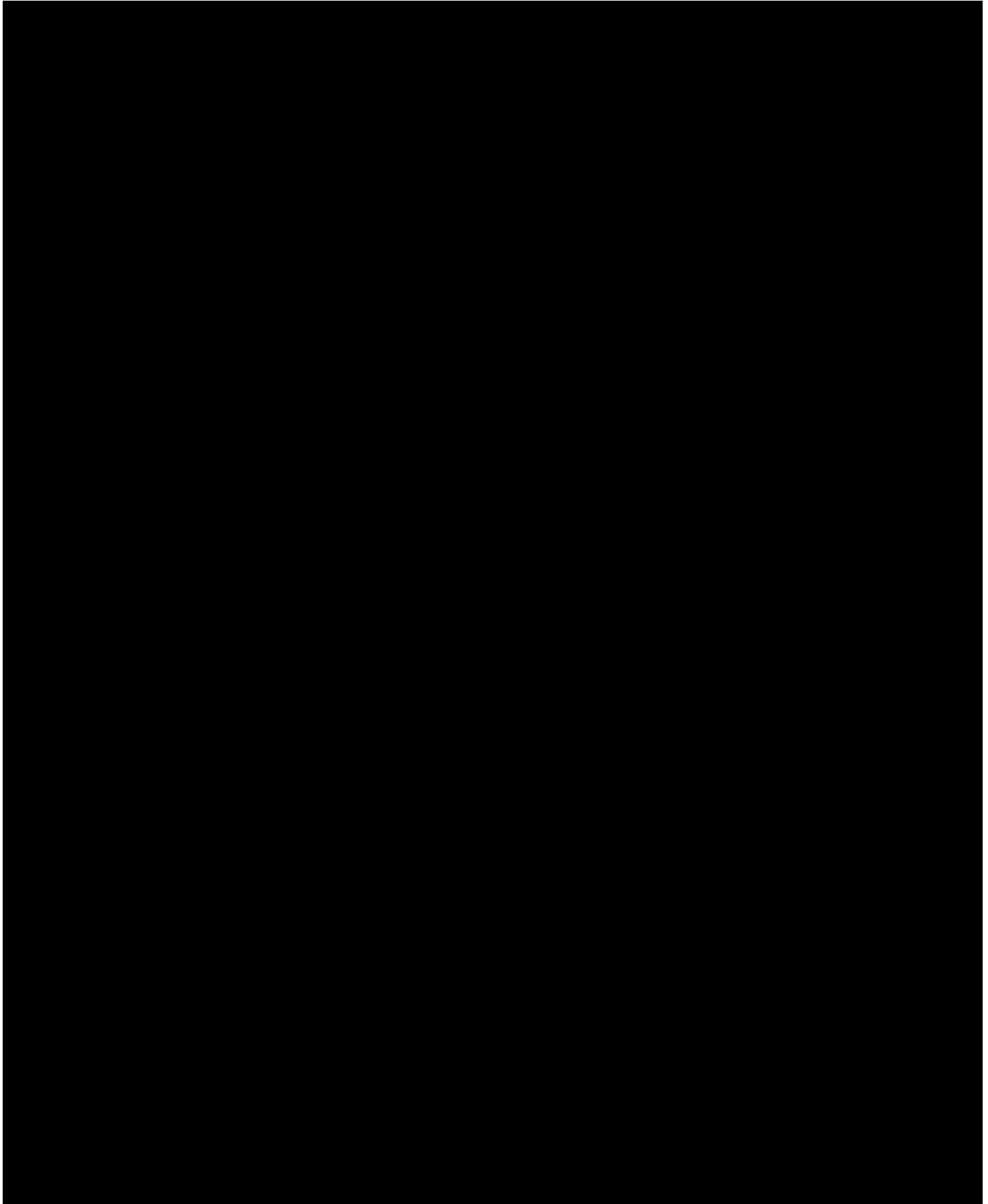


commercial info

Overall			
---------	--	--	--

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

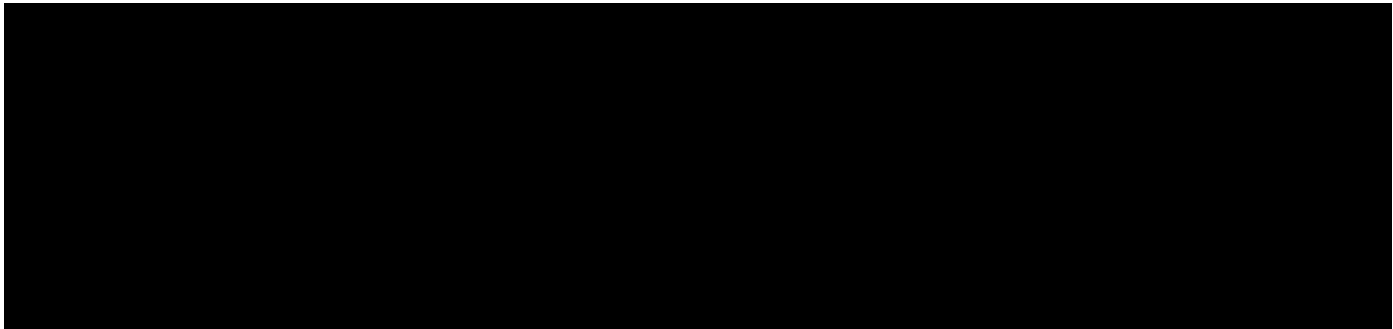
commercial info



personal info

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

Yours faithfully



Premises Services Manager

Electrical Surveyor (North Team)