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# Wokingham Borough Council

# Invitation to Tender

# Comprehensive Lift & Access Equipment Maintenance & Repair Contract

# 1st May 2018 – 30th April 2021

# With option to extend

**Version Final**

**Civic Offices**

**Shute End**

**Wokingham**

**RG40 1WN**

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**WBC Project Number**

# Wokingham Borough Council

# Invitation to Tender Version 1.0 DRAFT

# Replacement Kitchens and Bathrooms for Wokingham Borough Council Programmed Works 2016/17

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# Replacement Kitchens and Bathrooms for Wokingham Borough Council Programmed Works 2016/17

Date: 28th December 2017

Wokingham Borough Council

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1. **Introduction**

Bidders are invited to complete this Invitation to Tender under an Open Procedure, in accordance with the Public Contracts Regulations 2015 and subject to notices placed in Contracts Finder and WBC’s own website.Wokingham Borough Council, the Employer, is a unitary authority situated in the heart of the Royal County of Berkshire, having the powers of a non-metropolitan County and District Council combined. Located approximately 30 miles west of London, Wokingham has been voted second best place in England to live (per national survey) and is made up of 3 towns and 14 parishes, each with their own distinctive character. The vibrant market town of Wokingham, the picturesque riverside villages of Sonning and Wargrave and the rural communities of Finchampstead and Remenham contrast with the modern developments of Lower Earley and Woodley. In all, the Council serves approximately 166,000 residents in 65,000 households.

1. **Description of Service Required**

Wokingham Borough Council are inviting tenders for the provision of a Comprehensive Lift & Access Equipment Maintenance & Repair Contract. The contract described herein is for the preventative maintenance and remedial repair of the passenger lifts and access equipment in all of the properties and housing schemes as detailed within the specifications.

1. **Purpose and Scope of this Invitation to Tender (ITT)**

ITT:

* Ask Bidders to submit their responses in accordance with the instructions set out in the ITT document;
* Sets out the overall timetable and process for the procurement;
* Provide Bidders with sufficient information to enable them to provide a compliant response to this ITT;
* Sets out the Evaluation Criteria that will uased to evaluate tenders; and
* Explain the administrative arrangements for receipt of responses.

1. **Contract Term & Commencement**

Any contract issued as a result of this ITT will be held with Wokingham Borough Council and run for an initial term of three years, subject to satisfactory performance. The contract is expected to commence 00-00 Hrs on 1st May 2018

The term of the contract may be extended for a further two year period terminating no later than 30th April 2023, subject to satisfactory performance, funding availability and mutual agreement between the parties.

## Form of Tender

## Wokingham Borough Council

**Tender for Comprehensive Lift & Access Equipment Maintenance & Repair Contract 2018-2021 with option to extend for a further two year period**

To: Wokingham Borough Council

I/We have perused the Wokingham Borough Council Specification and Conditions of Contract for the above work and noted the areas of operation as necessary.

Should this Tender be accepted I/we hereby undertake to execute all the works comprised in the said Specification in accordance with the aforesaid Conditions of Contract, based on the schedule prices as detailed herein.

Should this Tender be accepted I/we hereby undertake that I/we will enter a Contract to be prepared by Wokingham Borough Council for the due performance of the said works, and agree that until such a Contract is executed the said Specification, Conditions of Contract and this Tender, together with the acceptance thereof in writing by Wokingham Borough Council shall be the Contract.

I/We declare that the amount of this Tender has not been calculated by agreement or arrangement with any person other than the Council and has not been communicated to any person other than the Council and will not be so communicated until after the closing date for the submission of the proposal.

I/We hereby submit this Tender in accordance with the Notes below.

Date Signature

Full name of Tenderer

Address

Company Registration Number

### 

### Partners

In the case of a firm not being a limited company, the full name and addresses of each of the Partners must be given in the space below. (This is to enable the necessary Contract to be prepared in the event of the Contractor’s tender being accepted).

1.

2.

3.

4.

(include in each case the County in which the address is situated)

NOTES

1. The completed Tender is to be returned using the label provided which is addressed to Wokingham Borough Council and marked ‘Asbestos Management’ and is to be returned to that address no later than **12.00 noon on Friday 9th February 2018**.

No Tender will be accepted unless it is addressed to Wokingham Borough Council and returned using the Tender label provided and shall not have any other mark, name or postal franking indicating the sender.

2. Wokingham Borough Council reserves the right not to accept the Tender submitted.

3. The price submitted must be a firm price, subject only to the review provided for in the Contract.

# 4. All prices and rates given must be exclusive of Value Added Tax and Value Added Tax (if applicable) should be shown on your invoice as a separate item.

# Appendix to Tender Form submitted under Wokingham Borough Council Conditions of Contract

1. Date of Commencement works/service: 1st May 2018 or as agreed.

2. Contract Period: Three year with an option for the Council of its sole discretion to extend for a further two year periods.

3. Date for Completion: 30th April 2021 or as agreed.

4. The Contractor is to enter below details of his Employers Liability Insurance.

The minimum cover required by the Council is Ten Million Pounds

Insurance Company

Policy Number

Expiry Date

Amount of Cover

5. The Contractor is to enter below details of his Professional Liability Insurance.

The minimum cover required by the Council is Five Million Pounds

Insurance Company

Policy Number

Expiry Date

Amount of Cover

6. The Contractor is to enter below details of his Public Liability Insurance.

The minimum cover required by the Council is Ten Million Pounds

Insurance Company

Policy Number

Expiry Date

Amount of Cover

6. The Contractor is to enter below details of his Damage to Property Insurance.

The minimum cover required by the Council is Five Million Pounds

Insurance Company

Policy Number

Expiry Date

Amount of Cover

**Statement Relating to Good Standing**

GROUNDS FOR OBLIGATORY EXCLUSION (IN ELIGIBILITY) AND CRITERIA FOR REJECTION OF CANDIDATES IN ACCORDANCE WITH REGULATION 57 OF THE PUBLIC CONTRACTS REGULATIONS 2015

**We confirm that, to the best of our knowledge, the Contractor is not in breach of the provisions of Regulation 57 of the Public Contracts Regulations 2015 and in particular that:**

**Grounds for mandatory rejection (ineligibility)**

1. **The Potential Provider (or its directors or any other person who has powers of representation, decision or control of the named organisation) has not been convicted of any of the following offences:**
2. 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) Order1983 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;
3. 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;
4. the common law offence of bribery;
5. 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;
6. 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:
7. the common law offence of cheating the Revenue;
8. the common law offence of conspiracy to defraud;
9. 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;
10. 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;
11. 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;
12. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
13. 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;
14. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
15. 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;
16. any offence listed
17. In section 41 of the Counter Terrorism Act 2008; or
18. in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
19. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
20. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of
21. Crime Act 2002;
22. 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;
23. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004;
24. an offence under section 59A of the Sexual Offences Act 2003;
25. an offence under section 71 of the Coroners and Justice Act 2009;
26. an offence in connection with the proceeds of drug trafficking within the meaning of
27. section 49, 50 or 51 of the Drug Trafficking Act 1994; or
28. any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
29. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
30. created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.
31. **The Potential Provider (or its directors or any other person who has powers of representation, decision or control of the named organisation) is not**
32. in breach of its obligations relating to the payment of taxes or social security contributions which has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom, or
33. has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

|  |  |
| --- | --- |
| **Organisation’s name** |  |
| **Signed** |  |
| **Position** |  |
| **Date** |  |

**Discretionary grounds for rejection**

1. **(For Central Government contracts and others over £5M)**

**The Potential Provider (or its directors or any other person who has powers of representation, decision or control of the named organisation) confirms that it:**

1. is not in breach of its obligations relating to the payment of taxes or social security contributions that can be demonstrated by the contracting authority by any appropriate means, or
2. has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.
3. **The Potential Provider (or its directors or any other person who has powers of representation, decision or control of the named organisation) confirms that it:**
4. is not in violation of applicable obligations 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, which can be demonstrated by the contracting authority by any appropriate means;
5. is not in bankrupt or is not the subject of insolvency or winding-up proceedings, where its 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;
6. is not guilty of grave professional misconduct, which renders its integrity questionable which can be demonstrated by the contracting authority by appropriate means;
7. has not entered into agreements with other economic operators aimed at distorting competition which the contracting authority has sufficiently plausible indications to conclude;
8. in a conflict of interest within the meaning of regulation 24;
9. was not involved in the preparation of the procurement procedure, as referred to in regulation 41;
10. has not 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;
11. has not 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 has not withheld such information or is not able to submit supporting documents required under regulation 59;
12. has not undertaken to unduly influence the decision-making process of the contracting authority or to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
13. has not negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

|  |  |
| --- | --- |
| **Organisation’s name** |  |
| **Signed** |  |
| **Position** |  |
| **Date** |  |

**The label below is to be printed, cut out and used to return the Tender Document**

****

Open Tender Submission – FAO Democratic Services

To.

Democratic Services

Wokingham Borough Council

Civic Centre

PO Box 154

Shute End

Wokingham

RG40 1WN

To be return: by 12 noon on Friday 9th February 2018.

Office use:

Received by………………………………………………………….Date………………………………Time……………………………

**Please forward unopened, to Democratic Services**

# Section 1

# Of the Tender Documentation

# Instructions to Tenderers and Tender Evaluation Methodology

**Instructions to Tenderers**

1. Tenderers shall obtain at their own expense all information necessary for making a tender and must undertake an adequate consideration of the geographic areas of operation of the Council and examine and consider all matters referred to in the documents, including the preliminaries, preambles and specification, to be able to make an informed bid.
2. The return date deadline for completed tender submissions:**12:00 hours on Friday 9th February 2018.** Any tenders received after this time will not be considered.
3. Tenderers shall return their tender strictly in accordance with the instructions contained in this document. Any tender, which does not fully comply with the requirements of these instructions, will be rejected by the Council. Tenders shall be returned in duplicate, using the supplied mailing label, and an electronic copy of the tender on a CD or DVD shall be included; the envelope must be sealed and shall bear no marking that may identify the sender (including the use of company franking marks). Tenders received in pencil, or other erasable format, will be rejected.
4. Tenderers shall complete the Form of Tender together with the Schedule (A-I) of Rates. Only the highlighted blank areas must be completed in Schedule (A-I) of Rates. All appendices and schedules shall also be returned with the tender submission. No alterations shall be made by the Tenderer to any part of the Tender Documents other than the filling up of blanks indicated to be filled by the Tenderer. Where additional space is needed (and within the limits on numbers of words to be used specified in the documentation) additional pages may be inserted properly cross referenced to the question to which they relate. Additional pages shall be on plain paper with no company logo printed or used as a watermark.
5. If any error should be made in completing the tender documentation, this should be lined through with a single line and be initialled.
6. The Council reserves the right to reject any tender which does not comply with the requirements of these instructions.
7. The tendered price submitted by tenderers will be fixed, and available for acceptance by the Council, for a period of 12 months following the return date for tenders.
8. The Council is not bound to accept the lowest, or any, tender, nor does it bind itself to consider a conditional tender.
9. The Council reserves the right to interview tenderers to discuss the areas covered within the technical ability/ method statements. This may result in the leading tenderer being interviewed to ensure full and proper understanding of the methods before any appointment.
10. Every tenderer, before making his tender, shall peruse and consider all tender documents and shall obtain for himself on his own responsibility and at his own expense all the information necessary for making a tender. Information about all known sub-contractors, suppliers and products to be used for the purposes of this contract shall be provided with the tender submission.
11. No claims will be entertained for any alleged deficiency, error or inaccuracy of the description or other information contained in the tender documents, which the tenderer could have reasonably been expected to confirm for himself.
12. Any questions and clarifications relating to this ITT must be submitted by email to the Tender Co-ordinator. Such clarification by the Council’s point of contact shall be as a matter of assistance to the tenderer, but they shall not be construed as to add to, or take away from, or otherwise alter the meaning or the intent of the tender documents. **Clarifications of this nature will not be accepted in the last seven days before the tender return date;** tenderers are therefore recommended to read the documentation thoroughly allowing sufficient time to seek any clarifications before this deadline. If a tenderer considers an enquiry to be confidential, this should be made clear when submitting the enquiry.
13. If it is found on examination of the Tender that there is any arithmetic or typographic error in the price of the items set out in the Specification, then the tenderer may be called upon to alter the said prices. If the tenderer shall not make such alterations, as directed, within seven days after notice in writing by the Council’s Lead Officer, requiring him to do so, or within such further time as the Council’s Lead Officer shall allow for that purpose, such tender may be rejected.
14. Tenderers must provide Technical ability/Method Statements as part of their tender submission on plain paper without watermarks or company logos. Diagrams, tables and appendices may be used but any elements that are required to be read shall contribute towards the word count indicated.
15. Responses should not exceed the word count stated. Any wording in the document, or embedded document(s), over the limit will not be evaluated.

For this purpose, “word” shall be given its normal meaning, i.e. a single unit of language.

Please note each word (or number comprising individual numerals) should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word, (notwithstanding any automated word count facility) but will be counted as separate words.

Illustrative images will be allowed but those that contain text will be evaluated as described in the following example: If a newspaper/magazine article is included and it is apparent that the article is intended to be read, this would form part of the word count for that question. The word count is applied to the text in the order as it appears in the statement, regardless of whether the text is in the narrative or an image. When the word count limit is reached, all the following text will be redacted. Where an image does not include legible words and merely illustrates a concept that has been described in the typed text, this will be allowed and will not contribute towards the word count. The decision of the Council in this respect is absolute and will be applied consistently for all tenders and by all evaluators.

1. Tenderers must provide the following documentation/information as part of their Tender submission (unless stated otherwise, any services described in the technical ability/ method statements will be understood to be at no additional cost):
2. The Council shall not be responsible for, or pay for, any expenses or losses incurred by tenderers in the preparation of their tender or by any tenderer who fails to tender.
3. Canvassing tenderers will face automatic disqualification if they canvass for the contract or if they make any approach to any employee, officer or Councillor of Wokingham Borough Council with the view to gaining more favourable consideration of their tender.
4. The levels of insurance required are:

£10,000,000 (Ten million) for public liability

£10,000,000 (ten million) for employers’ liability

£5,000,000 (five million) for professional indemnity

£5,000,000 (five million) for damage to property

1. Tenderers must state in their tender documents whether they have suitable insurances in place or the arrangements they will make to ensure that the required insurances are put in place before commencement of the works in the event that they should be appointed. Any policy shall cover the whole of the minimum amount stated in the contract. The successful tenderer will be required to complete all forms of insurance after the acceptance of the tender by the Council and before the contract starts.
2. Tenderers are required to acknowledge receipt of the Tender Documents via e-mail on the following address: **Philip.Harper-Oliver@wokingham.gov.uk** within five days of receipt.
3. These instructions shall be deemed to form part of the tender documents.
4. **NB tenders MUST be sent to Wokingham Borough Council using the reply label that will be provided**..
5. The Lead Officers in this tendering process are:

For tendering related matters;

Philip Harper-Oliver

Contract & Procurement Manager

Housing Services

Wokingham Borough Council

PO Box 154

Shute End

Wokingham

RG40 1WN

Email: [Philip.Harper-Oliver@wokimgham.gov.uk](mailto:Philip.Harper-Oliver@wokimgham.gov.uk) Telephone: 07766 423997

For Specification related enquiries:

Simon Horley

Senior Building Surveyor

Housing Services

Wokingham Borough Council

PO Box 154

Shute End

Wokingham

RG40 1WN

Email: Simon,Horley@wokingham.gov.uk Telephone: 07899 063097

**Evaluation of Tenders**

The submitted responses to the tender pack will be assessed in accordance with the requirements of The Public Contracts Regulations 2015. The Council will treat all responses in accordance with the principles of transparency, equality of treatment and non-discrimination.

Tenders shall be evaluated on the basis of most economically advantageous tender. The criteria shall be weighted:

**Price 40%**

**Qualitative 60%**

Prices should be consistent across the schedule of rates with consistent treatment of those items in the pricing model and other items. Upon opening the tenders prices will be checked for consistency. In this respect and an explanation may be sought for any apparent inconsistencies.

The Technical ability/method statements (below) shall be assessed to ensure that tenderers meet Wokingham Borough Council’s required standards for the aforementioned contract.

**Comprehensive Lift & Access Maintenance/Repair Contract**

**Technical Ability/Method Statement Questions**

|  |  |  |
| --- | --- | --- |
| **FORM G** – **TECHNICAL ABILITY – SCORED** | | |
| (a) | Please provide details below of your organisation’s ability to deliver the services described in the outline requirement. (max 300 words)  (12%) | SCORE METHOD:  Exceptional standard of response exceeds requirements includes articulate examples detailing the ability to fully deliver required services = (10 points)  Competent standard of meets requirements and is supported by satisfactory level of evidence, response includes reasonable examples detailing the ability to deliver required services = (6 points)  No response provided and/or substantial omissions that gives WBC cause for major concern, includes poor/no assurances of the ability to meet the service requirements = Fail (zero points) |
| (b) | Please provide brief details of the technical abilities and experience of the individual engineers employed who would work on this contract, how the company monitors the performance and training of the engineers (max 300 words):  (12%) | SCORE METHOD:  Exceptional standard of response, exceeds requirements, response including a full set of appropriate skill sets and experience = (10 points)  Competent standard of response ,meets requirements, includes some relevant skills and experience = (6 points)  No response and/or substantial omissions which gives WBC cause for major concern, includes little or no relevant skill sets or experience = Fail (zero points) |
| (c) | Please provide brief details of the proposed process for dealing with emergency callouts both during and outside of normal working hours and in particular the process for dealing with callouts involving entrapped passengers. (max 300 words):  (12%) | SCORE METHOD:  Exceptional standard of response exceeds requirements, that addresses the issues of speed of response, good communications and good customer service = (10 points)  Competent standard of response that includes a reasonable speed of response, some communications and customer service = (6 points)  No response and/or substantial ommissions that fails to adequately address the issues of speed of response, communications and/or customer service gives WBC cause for major concern = Fail (zero points) |
| (d) | Please provide details of your spare components parts storage and stock control arrangements (including lift engineer van stocks) in order that the individual lifts such as those within the Wokingham Borough Council portfolio are restored to beneficial use in a timely manner (max 300 words):  (12%) | SCORE METHOD:  Exceptional standard of response exceeds requirements, includes good stock holding, including van stocks, and stock control arrangements that are suitable for the WBC lift portfolio = (10 points))  Competent standard of response meets requirements, includes a response that provides assurance that most parts required for the WBC lift portfolio will be available from stock = (6 points)  No response provided and/or substantial ommissions, includes those which fail to give confidence that suitable stocks will be maintained = Fail (zero points) |
| (e) | Please provide details of any on-line and/or real-time reporting system that can be made available by your company to Wokingham Borough Council (max 300 words):  (12%) | SCORE METHOD:  Exceptional standard of response, exceeds requirwements, includes those which give assurance that the information will be relevant, comprehensive and available in a timely manner = Pass (10 points) (  Competent standard of response meets requirements, includes those which provide feedback on faults and actions to be taken to resolve them = (6 points)  No response provided and/or substantial ommissions includes those which fail to give confidence that timely and/or relevant information will be provided = Fail (zero points) |

**Price Evaluation**

Prices should be consistent across the schedule of rates with consistent treatment of those items in the pricing model and other items. Upon opening of tenders prices will be checked for consistency in this respect and an explanation may be sought for any apparent inconsistencies.

Price shall be evaluated on a comparative basis with the lowest priced tenderer being awarded 40% and other tenderers being awarded a reduced percentage on a comparative basis, for example:

|  |  |  |  |
| --- | --- | --- | --- |
| Contractor | Pricing Model Bid | Percentage of available score (40%) | Awarded Score |
| A | £600,000 | 100% | 40% |
| B | £630,000 | 95.2% | 38.10% |
| D | £675,000 | 88.9% | 35.56% |
| C | £700,000 | 85.7% | 34.28% |

**Qualitative Evaluation**

Qualitative elements shall be evaluated against a standard scheme of scores that rank method statements on a scale of 0 to 10, where 1 is the lowest score awarded and 10 the highest, with a score of five indicating a satisfactory answer

Scores will be based on the maximum possible score for each section and awarded on a pro-rata basis.

**Technical Ability**

Method Statement (a) (12% of overall score)

Method Statement (b) (12% of overall score)

Method Statement (c) (12% of overall score)

Method Statement (d) (12% of overall score)

Method Statement (e) (12% of overall score)

For example:

If a contractor is awarded 10 points – they will receive 10/10 x 12% = 12%

If a contractor is awarded 7 points – they will receive 7/10 x 12% = 8.4%

If a contractor is awarded 4 points – they will receive 4/1o x 12% = 4.8%

If a contractor is awarded 1 point – they will receive 1/10 x 12% = 1.2%

### Tender Evaluation Methodology

**0-10 Scoring System**

|  |  |
| --- | --- |
| **Score** | **Rating of Response** |
| 0 | No response provided and/or substantial omissions which make the response fundamentally unacceptable and gives the Council cause for major concern. |
| 1 | Very poor standard of response; fails to meet nearly all requirements, Insufficient information provided or response generally not supported by evidence. Gives the Council cause for a very high level of concern. |
| 2 | Poor response; fails to meet the majority of requirements, insufficient information provided and/or response is generally not supported by evidence. Gives the Council cause for a high level of concern. |
| 3 | Inadequate response; fails to meet some requirements and is generally unsatisfactory and/or has omissions and/or is not supported by evidence. Gives the Council cause for serious concern. |
| 4 | Basic response; borderline in meeting requirements and has some satisfactory elements but is generally unsatisfactory and/or has several omissions. Gives the Council cause for concern in several areas. |
| 5 | Adequate response; generally meets requirements and is supported by a reasonable level of evidence but has a number of omissions which give the Council cause for some concerns in few areas. |
| 6 | Competent standard of response; meets requirements and is supported by a satisfactory level of evidence although there are a few issues which give the Council cause for some minor concerns. |
| 7 | Good standard of response; meets requirements and is supported by evidence although there are a few very minor omissions and/or very minor issues which gives the Council cause for some very minor concerns. |
| 8 | Very Good standard of response; meets requirements and is supported by comprehensive evidence which gives the Council a very good level of confidence. |
| 9 | Excellent standard of response; exceeds the requirements in a number of areas and is supported by strong evidence which gives the Council a high level of confidence. |
| 10 | Exceptional standard of response; exceeds requirements in most areas and is supported by very strong evidence which gives the Council a very high level of confidence. |

As part of the evaluation process the right is reserved to interview tenderers to discuss the areas covered within the method statements; this may result in tenderers being interviewed to ensure full and proper understanding of their methods before any appointment.

If, following interview, the leading tenderer is re-ranked to a position lower than first position, or if the tenderer is disqualified, or should withdraw, the tenderers shall be re-ranked and the new highest ranked tenderer may be interviewed in a similar manner.

Price 40%

Delivery of Service (MS (a)) 12%

Technical Ability (MS (b)) 12%

Emergency Callouts (MS (c)) 12%

Spare Parts storage and Stock Control (MS (d)) 12%

Reporting System (MS (e)) 12%

\_\_\_\_\_\_\_\_

**100%**

**Checklist for Tender Submission**

The following documents should be included in the Tender submission:

1. Technical Ability Method Statements (five in number (a-e))

2. Completed Appendix D, Schedules (A – I} – separate document

3. Completed Form of Tender

4. Completed Appendix to the Form of Tender

5. Confirmation that schedule H check list documentation has been included with completed tender documents

6. Completed Checklist for Tender Submission (this page)

Please schedule any other attachments to this document, which form part of this tender or enter “None”

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Signed...................................................................................................................

for and on behalf of ................................................................................................

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# Section 2

# of the Tender Documentation

# Conditions of Contract

|  |  |  |  |
| --- | --- | --- | --- |
| **COMPREHENSIVE LIFT & ACCESS EQUIPMENT MAINTENANCE & REPAIR CONTRACT** | | | |
|  | | | |
|  | | | |
|  | | | |
| **Within** | | | |
|  | | | |
| **WOKINGHAM BOROUGH COUNCIL**  **LIFT & ACCESS EQUIPMENT PORTFOLIO** | | | |
|  | | | |
|  | | | |
| **Prepared on behalf of** | | | |
|  | | | |
|  | | | |
|  | | | |
| **WOKINGHAM BOROUGH COUNCIL** | | | |
| **TENANT SERVICES DEPARTMENT** | | | |
| **PO BOX 154,SHUTE END** | | | |
| **WOKINGHAM, RG40 1WN** | | | |
|  | | | |
| **Tel : 0118 974 6000** | | | |
| **Email : wokinghamdirect@wokingham.gov.uk** | | | |
|  | | | |
| **By**  **J BASHFORD AND ASSOCIATES LLP**  **1 STABLE MEWS, DOWNHILL ROAD**  **LONDON SE6 1DS**  **Tel : 020 8698 1524 Fax : 020 8461 2217**  **Email: jba@liftadvice.com** | | | |
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| **C1977/SPC/03 November 2017** | | | |
| **WOKINGHAM BOROUGH COUNCIL** | | | |
| **COMPREHENSIVE LIFT & ACCESS EQUIPMENT MAINTENANCE & REPAIR CONTRACT** | | | |
|  | | | |
| The quality of the accommodation provided by Wokingham Borough Council to their residents is of the highest standard, based on a reputation of trust, coupled with steady investment and growth. Consequently all contractors undertaking works on behalf of Wokingham Borough Council must understand and meet their very exacting standards. | | | |
|  | | | |
| Wokingham Borough Council understands and arranges for the specific requirements of some of their residents in the form of special needs accommodation. These arrangements are made in order that residents may lead an independent lifestyle but safe in the knowledge that Wokingham Borough Council is providing the best in accommodation to suit their prerequisites. Therefore, given the very nature of many of their residents, an absolute requirement for a safe and reliable passenger lift and disabled access equipment service is essential. | | | |
|  | | | |
| The contract described herein is for the preventative maintenance and remedial repair of the passenger lifts and access equipment in all of the properties and housing schemes as detailed within Section 48.1 of this specification. The successful contractor will be required to carry out regular servicing of each unit in accordance with the contract specification. Each service visit must be in accordance with an agreed programme and failure to meet this programme will result in Wokingham Borough Council invoking the penalties as detailed within Sections 18, 21 and 27 of this contract. | | | |
|  | | | |
| The lift portfolio currently consists of 12 units within 6 individual sheltered housing schemes and all have been subject to replacement and/or comprehensive modernisation in the last three years. | | | |
|  | | | |
| The Wokingham Borough Council portfolio also includes an indeterminate list of domestic stair-lifts and disabled access units which may be added to the comprehensive contract and the term progresses. Tendering contractors will therefore be required to submit costs for preventative maintenance, planned and reactive repairs based upon the terms within this contract document. | | | |
|  | | | |
| The Lift Contractor will be deemed to have included within the tender response as submitted within the schedule of preventative maintenance costs for each housing scheme, for the provision of an all-inclusive planned preventative passenger lift and disabled access equipment maintenance package, including all call-outs, out of hour’s call-outs *(including all abortive callout attendances)* emergency and remedial repairs, supplementary tests and examinations, all expenses, overheads and profits. | | | |
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| 1. | **General Conditions** | | |
|  | | | |
| 1.1 | Tenders are invited for the execution of the preventative passenger lift and access equipment maintenance and remedial repair as described within this contract. | | |
|  | | | |
| 1.2 | The Lift Contractor shall not assume possession or management of any of the plant, which shall remain the property of the Wokingham Borough Council exclusively. | | |
|  | | | |
| 1.3 | This contract embodies the entire understanding of the parties and any prior representations or agreements in relation to the servicing or maintenance of the plant are hereby superseded. | | |
|  | | | |
| 1.4 | Tenders must be completed in full at the time of submission. | | |
|  | | | |
| 1.5 | This invitation to tender implies no obligation upon Wokingham Borough Council to accept the lowest or any price. | | |
|  |  | | |
| 1.6 | Tender price to remain open for acceptance for a period of 12 months. | | |
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| 1.7 | Prices to remain fixed for the first two years and then updated by the stipulated Consumer Price Index (C.P.I. %) figure as issued by the Office for National Statistics current for the month at the date of renewal during the remaining contract period and any optional contract extension period. | | |
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| 2. | **Definitions** | | |
|  | | | |
| 2.1 | The " Client " or the “WBC” shall mean : | | |
|  | | | |
|  | Wokingham Borough Council | | |
|  | PO Box 154, Shute End | | |
|  | Wokingham | | |
|  | RG40 1WN | | |
|  | | | |
|  | Tel: 0118 974 6000 | | |
|  | Fax: 0118 978 9078 | | |
|  | E-Mail: wokinghamdirect@wokingham.gov.uk | | |
|  | | | |
| 2.2 | The “Lift Consultant” or “Lift Consultant’s Representative” shall mean: | | |
|  | | | |
|  | J Bashford & Associates LLP | | |
|  | 1 Stable Mews, Dowanhill Road | | |
|  | London SE6 1DS. | | |
|  | | | |
|  | Tel: 020 8698 1524 | | |
|  | Fax: 020 8461 2217 | | |
|  | E-Mail: [jba@liftadvice.com](mailto:jba@liftadvice.com) | | |
|  | | | |
| 2.3 | The “Lift Contractor” shall mean the successful tenderer that has been awarded the contract by Wokingham Borough Council. | | |
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| 2.4 | The “Lift Contractors Equipment” shall mean all appliances or things of whatsoever nature required for the purposes of the works, but not including plant, materials or other things intended to form or forming part of the works. | | |
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| 2.5 | The “Plant” shall mean machinery, computer hardware & software, apparatus, materials, articles and things of all kinds either forming each passenger lift or disabled access unit or any subsequent replacement thereof. | | |
|  | | | |
| 2.6 | The term “Equalities & Diversity Statement” shall mean the Wokingham Borough Council practice for promoting equality of opportunity, and to tackling all forms of discrimination both as a service provider and employer including contractors, workmen and suppliers of materials and services. | | |
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| 2.7 | The term “Housing Scheme” shall mean the housing developments, which provide housing and some basic services for residents and tenants of Wokingham Borough Council. | | |
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| 2.8 | The term “Senior Building Surveyor” shall mean the manager employed by Wokingham Borough Council responsible for the overall management of Wokingham Borough Council housing schemes throughout the portfolio. | | |
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| 3. | **Value Added Tax** | | |
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| 3.1 | Tenderers shall exclude Value Added Tax at the prevailing rate. | | |
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| 4. | **Applicable Law** | | |
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| 4.1 | This contract will be governed by and construed in all respects in accordance with English Law. | | |
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| 5. | **Inducement** | | |
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| 5.1 | Should there be any suggestion of inducement with regards to influencing the ordering of work or payment of cost, this will be interpreted as bribery and corruption, and dealt with as detailed within the WBC disciplinary procedures and in accordance with current legislation. | | |
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| 6. | **Tenderer to Visit Sites** | | |
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| 6.1 | Tenderer’s are advised to visit each of the individual sites listed herein and will be deemed to have done so and to have satisfied themselves as to each site means of access, the extent and nature of the work and the conditions under which this contract will be executed. Tenderer’s shall assess the supply of labour and materials and other matters which may affect the tender submission. | | |
|  | | | |
| 6.2 | Given the diversity of the current portfolio and limitations for access to individual properties/housing schemes, clause 48.1 of this document includes outline details of the manufacturer, drive system and installation date of the equipment, Tenderer’s shall assess the extent of the works required for the equipment at each individual site and shall use their own judgement as to the choice of sites/lifts for the purposes of tender submission inspection. | | |
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| 6.3 | Any claims for extra costs on the grounds of lack of knowledge will not be accepted. | | |
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| 7. | **Contract Administrator** | | |
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| 7.1 | This contract will be supervised by the Senior Building Surveyor, acting on behalf of WBC. The Senior Building Surveyor, whose decision in any matter pertaining to standards of workmanship and/or installation, interpretation of specification, acceptability of materials/equipment and determination as to completion of works shall be final. | | |
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| 7.2 | In the event of a contractual dispute, an adjudicator will be appointed in compliance with Part 2 (Construction Contracts) of the Housing Grants, Construction and Re-Generation Act 1996. The Adjudicator, (whose nomination shall be approved by all parties), shall be a recognised member of the Adjudicator Nominating Bodies. | | |
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| 8. | **Agreement Period** | | |
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| 8.1 | The three-year contract period shall commence at 00.00 Hrs on 1st May 2018 and will terminate at 24.00 Hrs on 30th April 2021. Wokingham Borough Council shall then assess the performance of the lift contractor prior to instruction for an optional further two year period terminating no later than 30th April 2023. | | |
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| 9. | **Cancellation or Termination of Contract** | | |
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| 9.1 | This contract shall remain in force for the period of the contract indicated within clause 8.1 of this document and will continue until the end of the contract period unless terminated by either party giving notice to the other at any time not less than six weeks to that notice. | | |
|  | | | |
| 9.2 | Wokingham Borough Council reserves a thirteen-week break clause of this contract without prejudice, subject to twelve weeks written notification. | | |
|  | | | |
| 9.3 | If the Lift Contractor, without justifiable cause makes default by failing to proceed diligently with the works as defined within this contract by either wholly or substantially suspending the carrying out of works in accordance with the agreed programme and/or failing to address the contract key performance indicators (KPI’s), then the Senior Building Surveyor may give notice to the Lift Contractor which specifies the default and the required remedy. If the default is not remedied within the period specified on the notice (between a minimum of 7 days and a maximum of 28 days) from the date of issue of the notice, WBC may by further notice to the Lift Contractor determine the employment of the Lift Contractor under this contract. | | |
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| 9.4 | Should the WBC vacate any of the premises or cease to provide accommodation therein, then the work scheduled for that property may be deleted from this contract by written notice given by WBC to the Lift Contractor and upon expiry of such notice the sums payable to the Lift Contractor shall thenceforth be ceased by the amount allowed for the property in question without financial penalty to WBC. | | |
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| 9.5 | If the Lift Contractor makes a composition or arrangement with their creditors or becomes bankrupt, or being a company, makes a proposal for a voluntary arrangement to be approved in accordance with The Companies Act 1985 or The Insolvency Act 1986 as may be the case, or any amendment or re-enactment thereof, or has a provisional liquidator appointed, or passes a resolution for voluntary winding-up (except for the purposes of amalgamation or reconstruction), or under The Insolvency Act 1986 or any amendment or re-enactment thereof, has an administrator appointed, WBC may by notice to the Lift Contractor determine the employment of the Lift Contractor under this contract. Such determination shall take effect on the date of issue of such notices. | | |
|  | | | |
| 9.6 | Upon determination of the employment of the Lift Contractor by the WBC, the Lift Contractor shall immediately cease any works they may be undertaking for the WBC under this contract other than to make safe. WBC shall not be bound to make any further payment to the Lift Contractor that may be due under this contract until after completion of the works and making good of any defects thereof. WBC may recover from the Lift Contractor any/all additional costs involved in completing the work for at least one service visit to each individual lift installation and any expenses properly incurred by the client as a result of, and any direct loss and/or damage caused to the WBC by determination. | | |
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| 9.7 | The provisions as detailed within Sections 9.5 and 9.6 of this contract are without prejudice to any other rights and remedies that the WBC may possess. | | |
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| 10. | **Construction Industry Tax Scheme** | | |
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| 10.1 | Wokingham Borough Council and all its Contractors are required to follow the rules laid down in the Inland Revenue booklet "Construction Industry Tax Deduction Scheme". | | |
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| 10.2 | Under this scheme anybody who provides "construction services" is classified as a "Sub contractor". This in practical terms covers anyone who would normally be called a building or maintenance contractor and ***not*** a sub-contracted service to the maintenance contractor. | | |
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|  |  | | |
| 10.3 | Wokingham Borough Council will in general only place contracts with people who are currently registered under the scheme and possess an appropriate certificate. WBC is not prepared to deal with people who are not registered with this scheme or who only have the now obsolete 714S Certificate. The Senior Building Surveyor may allow exceptions to the rule for a limited period where the Sub Contractor can provide evidence of actively seeking a certificate. Tax will be deducted in accordance with the scheme rules in these cases. | | |
|  | | | |
| 10.4 | No payment will be made until acceptable evidence is provided to WBC that the Sub Contractor has a valid certificate. In the case of a CIS5 certificate only, a photocopy of a "certifying document" as defined in IR 14/15 (CISC) is acceptable. In all other cases ***THE******ORIGINAL CERTIFICATE***must be presented to the Senior Building Surveyor. It is the Sub Contractors responsibility to provide fresh evidence every time this certificate is renewed. | | |
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| 11. | **Payment** | | |
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| 11.1 | In consideration of the works executed under this contract, Wokingham Borough Council will pay to the Lift Contractor the contract sum in ***quarterly*** instalments in arrears. | | |
|  | | | |
| 11.2 | Invoices should be submitted to, and the outstanding accounts will be paid by; | | |
|  | | | |
|  | Wokingham Borough Council | | |
|  | **PO Box 154, Shute End, Wokingham, RG40 1WN** | | |
|  |  | | |
|  | | | |
| 11.3 | The initial two-year period of the lift maintenance agreement will be undertaken on an annual fixed term/cost basis. This price will then be reviewed upon each subsequent annual anniversary of the contract and any cost adjustments will be based upon the Consumer Price Index (C.P.I %) as issued by the Office for National Statistics current for the month at the date of renewal. ***The Lift Contractor will be required to demonstrate to WBC how this calculation is reached prior to any subsequent instruction to proceed for the following contract periods.*** | | |
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| 12. | **Minimum Requirements – Invoices** | | |
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| 12.1 | All invoices must :- | | |
|  | | | |
|  | (a) | submitted monthly; | |
|  | | | |
|  | (b) | be clearly legible and typewritten; | |
|  | | | |
|  | (c) | refer to the correct order number – ***Note all invoices submitted without a current order number will be rejected***; | |
|  | | | |
|  | (d) | include an invoice number and be dated; | |
|  | | | |
|  | (e) | contain the job start date and completion date; | |
|  | | | |
|  | (f) | accompanied with a copy of the relevant engineers worksheet ***– Note a failure by the Lifts Contractor to issue an engineers work sheet without a legible WBC representative name/signature will be considered as invalid and will be rejected***; | |
|  | | | |
|  | (g) | clearly show the hours worked, the rate and total cost for labour; | |
|  |  |  | |
|  | (h) | give a reasonable description of the work done; | |
|  | | | |
|  | | | |
|  | | | |
|  | (i) | give details of materials used and the Lift Contractor must be able to provide evidence of purchase if requested; | |
|  |  |  | |
|  | (j) | include the VAT separately listed for labour (if applicable); | |
|  | | | |
|  | (k) | include a gross total including VAT for each order. | |
|  | | | |
| 12.2 | All new contractors will be required to submit an example of their invoices prior to inclusion on the approved list. | | |
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| 12.3 | The Lift Contractor must respond to all invoice queries within ***14 days*** from the date of the queried invoice. Should the Lift Contractor fail to respond to the query within the specified 14 days, Wokingham Borough Council will issue one notice only instructing the Lift Contractor to respond within a further ***14 days***. Failure to respond to this notice will result in cancellation of the aforesaid order. WBC will make no further payment in relation to that order or any subsequent invoice. | | |
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| 12.4 | The Lift Contractor may include more than one order on the invoice provided all of the above criteria can be achieved identifying each order separately. | | |
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| 12.5 | Invoices must be submitted on a ***monthly*** basis reflecting the quantity of orders issued by Wokingham Borough Council, e.g. if on average the Lift Contractor is issued 20 orders per week then the number of invoices submitted by the Lift Contractor must reflect this. | | |
|  | | | |
| 12.6 | All costs and expenses in terms of transports, tolls and parking are deemed to be ***included*** within the various rates provided in Form of Tender Schedule B, items A to F inclusive, unless other such arrangements have been agreed by WBC. | | |
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| 13. | **Insurances** | | |
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| 13.1 | The Lift Contractor shall produce satisfactory evidence of insurance against all liability (Whether at common law or under statute) in respect of injury (fatal or otherwise) to persons employed in the execution of this contract for accidents against all third party risks (in respect of persons or property, including, but not solely confined to residents and employees of Wokingham Borough Council and property of Wokingham Borough Council); arising out of or incidental to the execution of this contract with no limit to the number of accidents covered during the currency of the policy. | | |
|  | | | |
| 13.2 | These insurances shall be affected by the Lift Contractor at their own cost and shall be continued until the end of this contract period and any optional extension period as may be considered by the Council. Such insurance policies shall indemnify Wokingham Borough Council fully from any claim or demand made against them in respect of injury or damage either to persons or property against which the Lift Contractor is insured under such policy and from any costs, charges or expenses incurred by Wokingham Borough Council in consequence of such claim or demand. These insurances shall be to the following minimum values; | | |
|  | | | |
|  | (a) | Public & Product Liability Insurance not less than £10m | |
|  | | | |
|  | (b) | Employer Liability Insurance not less than £10m | |
|  | | | |
|  | (c) | Professional Indemnity Insurance not less than £5m | |
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| 14. | **Notices, Fees, Statutory Regulations and British Standards** | | |
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| 14.1 | The Lift Contractor shall allow for all fees, charges, rates and taxes legally demandable by an Act of Parliament or any regulation or Bye Law of any local authority or statutory undertaking in respect of the Bye Laws. | | |
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| 14.2 | The Lift Contractor shall ensure that all works, operations and actions carried out pursuant to this contract and all equipment, plant, machinery and apparatus used shall comply with relevant statutory instruments and regulations and, in particular with, but not limited to, the following ; | | |
|  | | | |
|  | (a) | Regulations under the Electricity at Work Act | |
|  | | | |
|  | (b) | The Pressure Systems and Transportable Gas Containers Regulations | |
|  | | | |
|  | (c) | The Electromagnetic Compatibility Regulations | |
|  | | | |
|  | (d) | The Workplace (Health, Safety, and Welfare) Regulations | |
|  | | | |
|  | (e) | The Construction (Design & Management) Regulations | |
|  | | | |
|  | (f) | The Construction Products (Amendment) Regulations | |
|  | | | |
|  | (g) | Reporting of Injuries, Diseases & Dangerous Occurrences Regulations | |
|  |  |  | |
|  | (h) | The Construction (Health and Welfare) Regulations | |
|  | | | |
|  | (i) | The Health and Safety (Consultation with Employees) Regulations | |
|  | | | |
|  | (j) | The Confined Spaces Regulations | |
|  | | | |
|  | (k) | The Lifts Regulations 2016 | |
|  | | | |
|  | (l) | The Lifting Operations & Lifting Equipment Regulations 1998 | |
|  | | | |
|  | (m) | Provision and Use of Work Equipment Regulations 1998 | |
|  | | | |
|  | (n) | Safety Assessment Federation Guidelines on the Supplementary Testing of In-Service Lifts 2006 (LG1) | |
|  | | | |
|  | (o) | Management of the Health and Safety at Work Regulations | |
|  | | | |
|  | (p) | BS7255 Code of Practice for Safe Working on Lifts | |
|  |  |  | |
|  | (q) | European Standard EN81 Parts 1&2 +A3:2009 Safety Rules for the Construction and Installation of Lifts. | |
|  | | | |
|  | (r) | European Standard EN81 Part 20/50: 2014 Safety Rules for the Construction and Installation of Lifts. | |
|  | | | |
|  | (s) | European Standard EN81 Part 71 : 2005 Safety Rules for the Construction and Installation of Vandal Resistant Lifts. | |
|  | | | |
|  | (t) | European Standard EN81 Part 41 : 2010 Safety Rules for the Construction and Installation of Lifts. Vertical Lifting Platforms Intended for Use by Persons with Impaired Mobility; | |
|  | | | |
|  | (u) | European Standard EN81 Part 70 : 2003 Safety Rules for the Construction and Installation of Lifts. Accessibility to lifts including persons with disability; | |
|  | | | |
|  | (v) | European Standard EN81 Part 80 : 2003 Safety Rules for the Improvement of Safety of Exiting Passenger Lifts. | |
|  | | | |
|  | (w) | The Control of Substances Hazardous to Health Regulations | |
|  | | | |
|  | | | |
|  | | | |
|  | (x) | The Control of Asbestos Regulations | |
|  | | | |
|  | (y) | Current British and European Standards and Codes of Practice | |
|  | | | |
|  | (z) | The current edition IET Regulations/BS7671 - Requirements for Electrical Installations | |
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| 15. | **Equality & Diversity** | | |
|  | | | |
| 15.1 | The Lift Contractor shall not discriminate within the meaning and scope of the provisions of the Equality Act 2010, or any statutory modification or re-enactment thereof relating to discrimination in employment. The Lift Contractor is required to complete the Equal Opportunities Questionnaire Supplement appended to this document and returned with the submitted tender. | | |
|  | | | | |
| 15.2 | Wokingham Borough Council values diversity and is committed to promoting equality of opportunity, and to tackling all forms of discrimination through the roles both as a service provider, and an employer. This policy and strategy applies to everyone who receives services from, and those working for WBC thereby providing the support to break down any barriers to the full inclusion of all residents. | | | |
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| 15.3 | This policy sets out the commitments and the policy that will be implemented through the WBC equalities and diversity strategy. | | | |
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| 15.4 | This policy applies specifically to discrimination, equality of opportunity and the promotion of diversity and good community and customer relations in respect of: | | | |
|  | | | | |
|  | (a) | age; | | |
|  | | | | |
|  | (b) | race, ethnicity, colour and national origin; | | |
|  | | | | |
|  | (c) | religion and religious belief; | | |
|  | | | | |
|  | (d) | sexual orientation. | | |
|  |  | | | |
| 15.5 | The policy applies to all aspects of WBC work, including: | | | |
|  | | | | |
|  | (a) | service delivery; | | |
|  | | | | |
|  | (b) | lettings; | | |
|  | | | | |
|  | (c) | access to information and advice; | | |
|  | | | | |
|  | (d) | dealing with incidents; | | |
|  | | | | |
|  | (e) | procurement of goods and services; | | |
|  | | | | |
|  | (f) | recruitment, employment, training and staff development; | | |
|  | | | | |
|  | (g) | governance. | | |
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| 15.6 | This policy applies at all levels of Wokingham Borough Council activities including corporate, functional/departmental, team and individual. Every opportunity will be taken to promote the policy internally and externally to raise awareness. | | | |
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| *Policy Statement* | | | | |
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|  | ***WBC will always strive to ensure that our services meet the needs of individuals and the communities where we work.*** | | | |
|  | | | | |
| *Employment - we will:-* | | | | |
|  | | | | |
|  | *Seek to ensure that* *Wokingham Borough Council workforce is diverse and representative of the local working-age population;* | | | |
|  | | | | |
|  | *Ensure that WBC jobs are accessible to people from all sections of the community;* | | | |
|  | | | | |
|  | *Ensure that our recruitment decisions are based on the actual demands of the job, and use clear and objective methods of assessment;* | | | |
|  | | | | |
|  | *Ensure that employees are treated equitably in all areas of employment including career development, pay, and training;* | | | |
|  | | | | |
|  | *Tackle any harassment and bullying in the workplace;* | | | |
|  | | | | |
|  | *Carry out workforce profiling and monitor recruitment, promotion, training attendance, grievances, disciplinary procedures and exit interview data;* | | | |
|  | | | | |
|  | *Continually review human resource policies to assess their impact on the groups covered by the policy;* | | | |
|  | | | | |
|  | *Embed equalities and diversity awareness within all relevant training, including induction, management training and client service training.* | | | |
|  | | | | |
| *Service Provision - we will:-* | | | | |
|  |  | |  | |
|  | *Ensure that equality and diversity considerations are integrated into all relevant areas of corporate and business planning, budgeting, management and delivery;* | | | |
|  |  | |  | |
|  | *Seek to ensure that our service provision is representative of the local community breakdown;* | | | |
|  |  | |  | |
|  | *Improve Wokingham Borough Council awareness and understanding of the needs of different resident groups and other customers through effective resident and community profiling, consultation, liaison and involvement;* | | | |
|  |  | |  | |
|  | *Ensure that WBC services are accessible, and are delivered appropriately and sensitively in order to facilitate equality of treatment;* | | | |
|  |  | |  | |
|  | *Ensure that information about our services is offered in appropriate formats and languages to help break down barriers to effective communication;* | | | |
|  |  | |  | |
|  | *Tackle all forms of anti-social behaviour and harassment and promote safety and security;* | | | |
|  |  | |  | |
|  | *Provide homes that reflect the needs of the local community and pay particular attention to where we build new homes and their design;* | | | |
|  |  | | | |
|  | *Continually review our existing services to assess their impact on the groups covered by the policy;* | | | |
|  |  | |  | |
|  | *Carry out resident and service user profiling and monitor lettings, evictions and complaints data;* | | | |
|  |  | | | |
|  | *Train staff to ensure that they are aware of the policy and are able to apply it to their own area of work.* | | | |
|  | | | | |
| *Governance, partnership and resident involvement – we will:-* | | | | |
|  |  | |  | |
|  | *Ensure that contractors, consultants, suppliers and partners mirror our commitment to equalities and diversity, value the different backgrounds of our communities and show sensitivity to different cultural needs when they are carrying out their business. This will be achieved by requiring contractors to agree to our policy commitments as a condition of their contract with WBC;* | | | |
|  |  | |  | |
|  | *Encourage people from different backgrounds to become members of boards, committees, residents’ associations and working groups and try to make sure these groups reflect the communities they serve;* | | | |
|  |  | |  | |
|  | *Positively support and develop links with organisations that represent communities to which we provide services.* | | | |
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|  | | | | |
| *Implementation* | | | | |
|  | | | | |
|  | *WBC will produce equalities & diversity strategy and implementation plan, which will set out the actions, targets, timescales and resources required to meet the objectives in the policy. This will also set out the action plan for continued compliance with the Housing Corporation regulatory code and good practice guides.* | | | |
|  | | | | |
|  | *Equality impact assessments will be carried out for all proposed new policies or policies for which significant changes are proposed. WBC will consider equalities and diversity as a standard agenda item at regular meetings. WBC equality assessment terms of reference for equalities and diversity are:* | | | |
|  |  | |  | |
|  | *To champion equalities and diversity issues with teams across all parts of WBC to keep awareness high;* | | | |
|  |  | |  | |
|  | *To review WBC policy, strategy, actions plans and training periodically to check they make sense, and to help influence the progress WBC is making;* | | | |
|  |  | |  | |
|  | *To discuss best practice using the staff they represent to assist with WBC in developing new thinking, innovative approaches and respond to changing legislation.* | | | |
|  | *All management teams will be required to consider equalities issues and any necessary action arising from the equalities and diversity strategy and implementation plan as part of the regular business planning process. Ownership and responsibility for the delivery of WBC equalities and diversity targets and plans remains with management teams, who will be required to report progress as part of the business plan review.* | | | |
|  | | | | |
| *Responsibilities* | | | | |
|  | | | | |
|  | *Wokingham Borough Council will receive reports on a regular basis from the Chief Executive on the implementation of the equalities and diversity policy, strategy and implementation plan. Wokingham Borough Council has responsibility to review the equalities and diversity activities within WBC and ensure an appropriate framework of accountability and responsibility.* | | | |
|  | | | | |
|  | *The head of human resources, delegated by the Chief Executive to ensure effective implementation of the equalities and diversity policy, will keep this policy under regular review, and ensure that the equalities and diversity strategy and implementation plan are formally reviewed. The head of human resources will liaise regularly with management teams and the employee forum to ensure on-going implementation.* | | | |
|  |  | | | |
|  | *All management team members within WBC have responsibility for implementing the policy, ensuring all actions within the strategy and implementation plan are delivered, and for monitoring and reporting progress to the head of human resources.* | | | |
|  | | | | |
|  | *Line managers are responsible for ensuring that all aspects of their services comply with the policy. All staff should help to promote the policy in the workplace in all aspects of service delivery and to work towards the elimination of discrimination. It is the responsibility of everyone to:* | | | |
|  |  | |  | |
|  | *Treat colleagues, service users and other members of the community fairly and with respect;* | | | |
|  |  | |  | |
|  | *Co-operate in all measures introduced to ensure equal opportunity and non-discrimination;* | | | |
|  |  | |  | |
|  | *Report discriminatory or other unwelcome behaviour to line management.* | | | |
|  | | | | |
| *Complaints* | | | | |
|  | | | | |
|  | *Anyone who is not employed by WBC and who has a complaint under this policy or thinks they have been discriminated against should write to the Senior Building Surveyor. This will be dealt with under WBC complaints procedure.* | | | |
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|  | *Members of staff who have a complaint under this policy or think they have been discriminated against should raise their complaint with their line manager, or a more senior manager where appropriate. This may be formal or informal, and may include raising a grievance under the grievance procedure.* | | | |
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| 16. | **Minimum Wage** | | | |
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| 16.1 | The Lift Contractor shall provide all labour and include for all disbursements arising from the employment of labour including National Insurance and Graduated Pensions, the Redundancy Payment Act, Minimum Wage Legislation & Works Time Directive, holidays with pay and any necessary transport of labour. | | | |
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| 17. | **Travel Time** | | | |
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| 17.1 | The term `travel time' as applicable for any works additional to the scope and content of this contract is used to describe the time it takes the Lift Contractor to travel to and from the site or sites. All costs and expenses incurred by the Lift Contractor are deemed to have been included within the various rates provided in Schedule B, items A to F, Form of Tender | | | |
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| 17.2 | The Lift Contractor is deemed to have included for time off site when leaving the site for parts or materials on the same day. This charge will only be accepted by WBC in exceptional circumstances, and will be limited to a maximum of ***One Hour*** chargeable at the appropriate rate. | | | |
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| 17.3 | The Lift Contractor shall state the minimum charge (if any) for a single emergency call out attendance. | | | |
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| 18. | **Contract Schedule** | | | |
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| 18.1 | The Lift Contractor shall carry out a planned maintenance programme to all the lifting equipment listed herein. The programme to include ***12*** visits per annum at regular intervals no less than ***22*** days apart for passenger lifts. The Lift Contractor shall undertake planned, preventative maintenance of stair-lifts, disabled access equipment and disabled lifting platforms on a two visits ***per annum*** basis. | | | |
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| 18.2 | The current portfolio includes 12 units within 6 individual sheltered housing schemes; however WBC may accept responsibility for additional housing schemes/premises during the term of the lift maintenance contract. The lifts/lifting equipment therein would be added to the existing portfolio (subject to survey) at the terms and rates as tendered. | | | |
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| 18.3 | Each passenger lift, disabled lifting platform and item if disabled lifting equipment shall be maintained in accordance with the enclosed planned maintenance routines as a minimum. However, the Lift Contractor may submit a copy of their own alternative maintenance routines for appraisal. The submission of alternative maintenance regimes shall not be considered as agreement on behalf of WBC. | | | |
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| 18.4 | The Lift Contractor shall submit a schedule of proposed maintenance dates for the term of the contract to WBC for approval prior to commencement. | | | |
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| 18.5 | The Lift Contractor shall maintain an efficient lift service. Carry out all necessary adjustments, repairs and replacements as a result of fair wear and tear (including ***all*** major components) at their own expense, except in the case of damage agreed by WBC to be directly attributable to misuse, (either deliberate or accidental) interruption or loss of power supply, cause outside the Lift Contractor’s responsibility or ***proven*** obsolescence. Major components are defined to include, but are not exclusively confined to; traction and hydraulic drive units, suspension ropes/chains and sheaves, cylinders and rams, door operators and associated equipment. | | | |
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| 18.6 | In respect of components which can be proven obsolete and cannot be replaced or economically repaired, the material cost of the replacement alternative components shall be considered additional to the scope and content of this contract. The cost of replacement parts considered to be additional to the scope and content of this contract (including the agreed % material mark up charge as indicated within Item F, Schedule B Form of Tender). The labour required to carry out any/all of the aforesaid modifications shall be deemed to be inclusive and at ***no additional cost to WBC***. | | | |
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| 18.7 | The Lift Contractor shall provide a callout service both during and outside normal working hours to carry out emergency repairs to restore a passenger lift, disabled lifting platform or disabled access unit which has ceased to meet an acceptable condition. The costs for all such callouts and repairs including all attendances where a unit is found to be working upon arrival of the Lift Contractors engineers are deemed to be inclusive of the contract terms, except as indicated in clause 18.4 for damage agreed by WBC to be directly attributable to misuse, interruption or loss of power supply, cause outside the Lift Contractor’s responsibility or proven obsolescence which shall be at the various rates provided in Schedule B, items A to F, Form of Tender. | | | |
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| 18.8 | To this end the Lift Contractor shall advise WBC of the relevant emergency telephone numbers. ***This callout service shall be manned by suitably trained personnel 24 hours per day***. The use of answering machines and/or mobile phone lines for receipt of emergency calls will not be permitted. The Lift Contractors’ arrangements to provide this emergency service must be detailed within Schedule G, Form of Tender. | | | |
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| **Note;** | *The Lift Contractor is advised that premium rate/tariff emergency callout telephone numbers are* ***not*** *permitted.* | | | |
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| 18.9 | The Lift Contractor shall ensure that a qualified engineer is on site within **2 hours**of receipt of a call for emergency repair. This attendance time shall be reduced to **1 hour** in the event that the breakdown has resulted in trapped passengers. | | | |
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| 18.10 | Should the Lift Contractor fail to adhere to their maximum response times stated, then WBC reserves the right to ***CONTRA-CHARGE*** at the various rates provided by the Lift Contractor in Schedule B, items A to F, Form of Tender, in thirty minute increments beyond these agreed response times. Furthermore, in the event of non or late attendance of the Lift Contractor to an emergency callout, WBC reserves the right to engage the emergency services respond to the emergency call out and all costs (including WBC administrative costs and any/all remedial repairs required to restore beneficial use) associated with this will be ***CONTRA-CHARGED*** against the Lift Contractor. | | | |
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| 18.11 | Should the Lift Contractor fail to meet the maximum response times stated and Wokingham Borough Council has to call upon the fire and rescue services, then the cost of any/all repairs to the lift(s) or lifting equipment as a consequence of these actions shall be born by the Lift Contractor. | | | |
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| 18.12 | Should the Lift Contractor fail to adhere to the agreed programmed lift maintenance schedule or miss maintenance visits, then WBC reserves the right to ***CONTRA-CHARGE*** the Lift Contractor the percentage of the total annual contract sum due for that lift(s) or lifting equipment maintenance missed i.e.: 1/12 contract value for each individual monthly visit to each lift missed. | | | |
| 18.13 | For all works considered additional to the scope and content of this contract, time subsequent to the first hour spent attending to any emergency shall be paid for at the `Supplementary Cost' rate per hour. | | | |
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| 18.14 | For all works considered additional to the scope and content of this contract, including call out charges will only be paid once on each order. If the Lift Contractor needs to return to site to complete the job for whatever reason, then any charges claimed shall be in accordance with Clause 17.2, for the return visit or visits. | | | |
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| 18.15 | In the event of any repair works considered additional to the contract, the Lift Contractor shall inform WBC as to the nature, extent and costs of the works prior to commencement. ***No*** works considered additional to this contract shall be carried out without the issue of official authorisation to proceed, failure to do so will result in non-payment of any submitted invoice. | | | |
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| 18.16 | Any works which in the opinion of WBC can be described as improvements or alterations to the existing equipment that do not involve complete replacement or major modernisation shall be deemed additional to the scope and content of this contract and may be subject to a separate tendering process. | | | |
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| 19. | **Mark Up on Materials** | | | |
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| 19.1 | The Lift Contractor is to provide their percentage mark up for materials and services considered to be additional to the scope and content of this contract within Schedule B, item F, Form of Tender. | | | |
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| 20. | **Programming of Work** | | | |
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| 20.1 | It is not the intention of WBC to programme the Lift Contractor’s work. However, in the case of low priority orders the Lift Contractor will endeavour to group various orders for a particular installation or installations at the same location together, so far as is reasonably practicable, in order to carry out one visit. In order to minimise potential disruption to building occupants, the Lift Contractor shall give the Senior Building Surveyor a minimum of 21 days notice of any/all planned major works. | | | |
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| 20.2 | The Lift Contractor will be required to undertake any/all instructed contract additional improvement works, including health and safety works with 28 days of receipt of a formal instruction to proceed from WBC. Should the Lift Contractor fail to undertake the instructed works to the satisfaction of Wokingham Borough Council within a period of 28 days, then WBC reserves the right to withdraw the instruction and engage a Third Party to complete the aforesaid works. | | | |
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| 20.3 | The Lift Contractor shall provide the Senior Building Surveyor with a formal schedule of routine planned, preventative maintenance visits ***(Forward Maintenance Plan)*** at the frequencies indicated within this contract during the mobilisation period prior to the commencement of the contract period. An important factor determining the success of this contract will be the Lift Contractor’s relationship with the WBC and the ability of the Lift Contractor to schedule and change the works to suit the local occupants’ operational requirements. Works generally will be carried out during the daytime core working hours indicated in this contract (except in an emergency), but at times previously agreed with the Senior Building Surveyor. | | | |
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| 20.4 | During the initial maintenance attendance to each passenger lift, disabled lifting platform or access equipment the Lift Contractor shall re-programme the existing emergency telephone autodialler units (if fitted) and provide confirmation that each unit is fully operational. | | | |
| 21. | **Workmanship and Materials** | | | |
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| 21.1 | The Lift Contractor shall ensure that all materials, equipment and workmanship used in execution of this contract shall be the best of their respective kinds and shall comply with the current British Standards. | | | |
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| 21.2 | The Lift Contractor shall supply labour, tools, scaffolding, staging, tackles, materials and lubricants (including ***all*** lamps/luminaries) required for the complete execution of this contract | | | |
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| 21.3 | The Lift Contractor shall at all times adhere to good engineering practices and shall ensure the equipment is left in a safe condition and in good and proper working order. | | | |
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| 21.4 | In accordance with British Standard BS7255 Code of Practice for Safe Working on Lifts, the Lift Contractor shall provide WBC with written details as to the experience, skills and competence of any or all of their individual workman (including sub-contractors) employed either directly or indirectly pursuant to the undertaking of contracted duties at all the individual locations listed within this contract. | | | |
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| 21.5 | In the event that any works carried out by the Lift Contractor are found to be of poor quality, unsafe or unsatisfactory and the Lift Contractor fail to rectify said works to the satisfaction of WBC within a period of 14 days, then WBC reserves the right to engage a Third Party to rectify the aforesaid works. | | | |
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| 22. | **Sub-Contractors** | | | |
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| 22.1 | The use of Sub-Contractors is not permitted unless prior permission is obtained from WBC. The Wokingham Borough Council application to employ a sub-contractor for specialist duties is appended to this document. The Lift Contractor is required to complete WBC Approval to Employ a Sub-contractor form appended to this contract document. | | | |
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| 23. | **Working Hours and Access** | | | |
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| 23.1 | The expression "Normal Working Hours" within the scope and content of this contract shall mean between 0800 Hrs and 1700 Hrs, Monday to Friday (Except public holidays). All other times are referred to as outside normal working hours. Rates and costs shall be as detailed within Schedule B, items A to F, Form of Tender. | | | |
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| 23.2 | The Lift Contractor shall make their own arrangements with the appropriate Scheme Manager and/or resident (domestic access equipment only) for access to the individual buildings for the purposes of maintenance and/or repairs and callouts. The Lift Contractor shall provide the appropriate Scheme Manager and/or resident with at least one week prior to attendance to confirm the programmed maintenance visit. WBC will not accept claims from the Lift Contractor for failure to gain access to individual premises. | | | |
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| 23.3 | All maintenance work shall be carried out in such a manner that it will not reasonably interfere with the residents demand for lift service. In buildings containing two or more lifts/lifting platforms, only one lift shall be removed from normal service at any one occasion unless with the prior consent of the Senior Building Surveyor. | | | |
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| 23.4 | It will be incumbent upon the Lift Contractor to arrange their own appointments for access to the individual homes/premises for the purposes of preventative maintenance and proactive repair to disabled access equipment. These appointments shall be made in sufficient time and at the convenience of the residents therein. | | | |
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| 23.5 | The Lift Contractor will be required to issue a non-access document (the format to be approved by WBC) for each individual scheme/property where access for planned preventative maintenance, remedial repair and/or reactive callout was not possible or denied by the scheme manager or resident. This form shall identify the date and reason for the abortive attendance and a date/contact telephone number for arrangement of the return visit. WBC will not accept any unsubstantiated claims from the Lift Contractor for failure to gain access to individual premises, whereupon clauses 18.9 & 18.11 of this contract will apply. | | | |
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| 24. | **Security** | | | |
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| 24.1 | The Lift Contractor must ensure that particular care is taken by them and their employees/sub-contractors, so as not to compromise the safety, security and comfort of the residents, leaseholders, WBC staff, visitors or any persons in close proximity to the works. | | | |
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| 24.2 | The Lift Contractor must take every care for the security of their property and belongings, and will follow any particular instructions concerning locking up etc. | | | |
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| 24.3 | Particular care must be exercised when work is carried out in public areas, particularly with regards to sharp tools, open voids and toxic substances. | | | |
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| 24.4 | The Lift Contractor must ensure that all employees and approved sub contractors are provided with and correctly use temporary safety barriers whilst working on, and/or adjacent to the lift equipment. | | | |
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| 24.5 | The Lift Contractor must ensure that all their employees and sub contractors are provided with and display suitable identification at all times whilst on WBC premises in accordance with WBC code of conduct. Samples of the Lift Contractors standard identification shall be provided to WBC for reference/examination prior to the commencement of the contract. | | | |
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| 24.6 | The Lift Contractor is not permitted use of any location, building or housing scheme for any purpose other than the undertaking of the works as detailed within this contract. | | | |
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| 24.7 | The Lift Contractor will be required to provide WBC with formal detail of Disclosure and Barring Service (DBS) verifications for every employee and sub-contractor undertaking works as detailed within this contract. | | | |
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| 24.8 | ***All*** Contractors working within WBC premises should as a minimum ; | | | |
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|  | (a) | Have a current policy in place that ensures DBS checks are carried out at the recruitment stage and that there are systems in place to ensure that DBS disclosures and updated at least every two years; | | |
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|  | (b) | Maintain up to date details of the Lift Contractor’s staff DBS disclosures, including any sub-contractors and be able to provide evidence that these details are current; | | |
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|  | (c) | Provide evidence to support the decision whether to employ or continue to employ a member of staff or a sub-contractor where a DBS check has been carried out and a conviction has been disclosed. | | |
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| 25. | Contract Management & Progress Meetings | | | |
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| 25.1 | The Lift Contractor shall establish and maintain a contract management team and provide a competent Services Manager (both technically and managerially) to be responsible for the satisfactory execution of this contract and will be the initial point of contact with WBC. This person is to be conversant with all the requirements of the contract, and must ensure that the works are undertaken in strict accordance with the terms and conditions of the contract. | | | |
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| 25.2 | The Lift Contractor shall upon the request of WBC, attend regular meetings on a monthly basis (either on-site or at the offices of WBC) for the initial six months of the contract term and at three-monthly intervals thereafter to discuss condition of the lift equipment, potential problem areas and outstanding repairs and progress against planned works etc. | | | |
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| 26. | **Documentation** | | | |
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| 26.1 | Following ***EVERY***visit, albeit maintenance, callout or repair the Lift Contractor's engineers shall issue the ***original*** completed worksheet to the Senior Building Surveyor and a copy to the Lift Consultant. ***A failure by the Lift Contractor to issue an engineers work sheet without a legible client name/signature will be considered as invalid and will be rejected***. | | | |
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| 26.2 | This worksheet is to include as a minimum ; | | | |
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|  | (a) | Works carried out | | |
|  | (b) | Time on site | | |
|  | (c) | Travelling time (if any) | | |
|  | (d) | Reportable conditions | | |
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| 26.3 | The Lift Contractor’s engineers shall, upon issue of their worksheets to the Senior Building Surveyor, report any unsafe condition relating to the lift equipment immediately. | | | |
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| 26.4 | The Lift Contractor shall provide an internet based condition report system for each individual lift and disabled access unit set out on an agreed electronic format as follows: | | | |
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|  | (a) | Certify whether the equipment is/is not in a satisfactory or serviceable condition; | | |
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|  | (b) | State clearly the work, adjustments, consumables and materials used, indicate which car and/or landing indicator lamps (if any) were renewed at the time of inspection; | | |
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|  | (c) | Detail undertaking of supplementary testing and provide copy reports/certificates; | | |
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|  | (d) | Detail attendance for maintenance, remedial repairs and any breakdowns during the period since the date of the preceding inspection report; | | |
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|  | (e) | Provide confirmation that outstanding contract inclusive items/defects from thorough examination reports to comply with the Lifting Operations and Lifting Equipment Regulations 1998 have been completed; | | |
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|  | (f) | Detail recommended contract additional repairs, improvements and associated costs; | | |
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|  | (g) | Details of achievement or failures to achieve contractor performance criteria and key performance indicators as detailed within clause 28.1 of this contract. | | |
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| 26.5 | The Lift Contractor shall provide individual on-site log cards to be kept in the respective lift plant spaces. This log card shall clearly detail the works carried out, the ***precise*** date, the name ***and*** signature of the attending engineer for ***EVERY*** visit. | | | |
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| 26.6 | Where available, the Lift Contractor must complete the on-site log card with the time of arrival and departure from site. In the case of service visits the Lift Contractor must complete their worksheet before leaving site. If a Scheme Manager or the visitor book is unavailable, then the Lift Contractor must inform WBC and complete the relevant service work sheet for subsequent issue to the Senior Building Surveyor following the attendance. | | | |
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| 26.7 | Only hours verified by the Senior Building Surveyor and the Lift Consultant shall be paid. Failure to complete the on site log card and provide a copy of the completed ***and signed*** worksheet will be considered as non attendance and will result in non-payment for that particular job and may also be subject to contra-charge as detailed within clause 18.11 of this contract. | | | |
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| 27. | Expiration of Contract Period | | | |
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| 27.1 | Upon the renewal anniversary of the contract, the Lift Contractor shall prepare and provide current details of each individual installation to the Senior Building Surveyor. These details to be provided on an agreed electronic format indicating all works carried out to each unit throughout the duration of the contract. | | | |
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| 27.2 | WBC will undertake a final inspection of each passenger lift and disabled access unit prior to the end of the contract period. The Lift Contractor shall undertake all essential works arising thereof to the satisfaction of WBC. Any works outstanding may subject to ***CONTRA-CHARGES*** as detailed elsewhere in this document. | | | |
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| 28. | Lift Contractor Performance Criteria & Key Performance Indicators | | | |
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| 28.1 | The Lift Contractor shall adhere to the following performance criteria as a minimum :- | | | |
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|  | (a) | Completion of the work within the WBC target response times for callouts, lift out of service downtimes, reactive and planned repairs; | | |
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|  | (b) | Promptness in completion of contract inclusive items/defects identified by WBC insurers and/or Senior Building Surveyor; | | |
|  | | | | |
|  | (c) | Satisfactory workmanship and value for money; | | |
|  | | | | |
|  | (d) | Conduct of employees; | | |
|  | | | | |
|  | (e) | Accuracy of invoicing; | | |
|  | | | | |
|  | (f) | Promptness of invoicing; | | |
|  | | | | |
|  | (g) | Response in dealing with queries from WBC; | | |
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|  | (h) | General responsiveness to the management and engineering staff; | | |
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|  | (j) | Quality of work; | | |
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|  | (k) | Compliance with the job specification; | | |
|  | | | | |
|  | (l) | Results of post works completion inspections; | | |
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|  | (m) | Compliance with the requirements of this document. | | |
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| 28.2 | WBC will continually monitor the performance of the Lift Contractor in the execution of the contract and may engage the Lift Consultant to undertake these duties. The Lift Contractor will be required to provide a satisfactory explanation where in the opinion of the Senior Building Surveyor and/or the Lift Consultant, the Key Performance Indicators (KPI’s) have not been achieved. Key Performance Indicators include; | | | |
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|  | (a) | excessive and frequent callouts; | | |
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|  | (b) | repeat callouts; | | |
|  | | | | |
|  | (c) | excessive callout response times and lift out of order service down times; | | |
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|  | (d) | adherence to the preventative maintenance programme and maintenance regime; | | |
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|  | (e) | repetitive thorough examination report and quality audit report defects/items; | | |
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|  | (f) | prompt response to Wokingham Borough Council queries, issue of work sheets, documentation and requests for contract additional works quotations. | | |
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| 28.3 | At regular contract review meetings the Lift Contractor’s achievement of the key performance indicators as detailed within clause 28.2 will be reassessed and indicated as a percentage (100% being fully achieved). In the event that the Lift Contractor fails to meet the minimum criteria level then WBC reserves the right to terminate the contract as indicated within Section 9 of this document. | | | |
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| 28.4 | New contractors may be subjected to a trial period as determined by WBC to assess the level of performance and to ensure that the Contractors Performance Criteria have been met in all respects. | | | |
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| 29. | **SAFed Guidelines on the Supplementary Testing of Lifts** | | | |
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| 29.1 | Where applicable the Lift Contractor shall examine all relevant lift equipment in accordance with the recommendations of the Safety Assessment Federation Guidelines on the Supplementary Testing of In-Service Lifts 2006 and submit all the necessary reports and certification to WBC. | | | |
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| 29.2 | The Lift Contractor is advised that the WBC records for current supplementary tests and examinations are unavailable. | | | |
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| 29.3 | The costs to undertake all the annual series of tests throughout the term of this Contract shall be deemed to be inclusive of the maintenance premiums for each unit as tendered. All other/remaining supplementary tests shall be as requested by the competent person as defined within the Safety Assessment Federation Guidelines on the Supplementary Testing of In-Service Lifts 2006 and at the additional costs as indicated within Schedule D, Form of Tender | | | |
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| 30. | **Compliance with British and European Standards** | | | |
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| 30.1 | All works shall be carried out in accordance with the requirements of EN81 1-2+A3: 2009, EN81-20/50: 2014, the Machinery Directive (current edition), BS5655 as applicable and BS7255 Code of Practice for Safe Working on Lifts (current edition). | | | |
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| 30.2 | The Lift Contractor shall ensure that all materials, parts and equipment conform to the relevant British and European Standard wherever applicable. | | | |
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| 31. | **Posting of Notices** | | | |
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| 31.1 | Whenever a lift, stair-lift or disabled lifting platform is taken out of service for maintenance work, the Lift Contractor shall post a "Lift Out Of Service" or "Lift Service Suspended" notice adjacent to every entrance of that unit. | | | |
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| 32. | **Spare Parts** | | | |
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| 32.1 | The Lift Contractor shall ensure that a comprehensive stock of replacement parts is maintained at all times so that the continuity of service is not adversely affected by the unavailability of spare parts. | | | |
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| 32.2 | Within the initial three months of the contract period the Lift Contractor shall undertake a survey of each individual unit within the current WBC portfolio as listed herein and establish a comprehensive list of critical spare parts. This list will be reviewed by WBC and instructions for procurement of any contract additional spare parts considered to be critical for the expedient reinstatement of an inoperative lift may be placed by WBC. | | | |
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| 33. | **Health and Safety** | | | |
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| 33.1 | Wokingham Borough Council reserves the right, if they consider it necessary, to notify or seek the advice of the appropriate enforcing statutory authority where WBC believes that there is, has been, or will be a breach of the Health and Safety at Work Act 1974 or any other statutory provisions relating to health and safety. WBC also reserves the right to stop any works, operations or actions of the Lift Contractor's employees or sub-contractors if in the opinion of WBC, the manner in which these works are being undertaken constitutes a risk to the health and safety of any person. Moreover, WBC will not accept responsibility for any loss incurred by the Lift Contractor as a result of such action. | | | |
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| 33.2 | The Lift Contractor shall provide with ***site-specific*** copies of all their assessments of risk for each location detailing the various tasks and evolutions required in execution of this contract to conform with the requirements of the Management of the Health and Safety at Work Regulations ***during the mobilisation period*** ***prior to the commencement of the lift maintenance contract***. | | |
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| 33.3 | The Lift Contractor shall ensure that the WBC Senior Building Surveyor is formally advised in writing of any/all incidents and/or breaches of health and safety that are considered to be reportable to the Health and Safety Executive in compliance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) without undue delay after the incident or breach. The report shall list details of the breach/incident, the site address and improvements as a minimum. | | | |
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| 33.4 | The Lift Contractor shall abide by the terms and conditions as set forth within Wokingham Borough Council “Contractors Permit to Work” system. | | | |
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| 33.5 | The Lift Contractor shall ensure that all operatives (including sub-contractors) are provided with and properly trained in the correct use of all appropriate personal protective equipment. The Lift Contractor shall comply in all respects with the Provision of personal protective equipment as defined by the Personal Protective Equipment At Work Regulations (current edition). | | | |
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| 34. | **Works in Confined Spaces** | | | |
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| 34.1 | The Lift Contractor shall ensure that work in confined spaces can be safely carried out in an adequately illuminated and ventilated environment and that access is available for escape or rescue in an emergency. | | | |
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| 34.2 | The Lift Contractor shall comply in all respects with the Confined Spaces Regulations as appropriate to the equipment and operating locations included within this contract. | | | |
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| 35. | **Highly Flammable Substances** | | | |
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| 35.1 | The Lift Contractor shall provide protective casings and other appropriate safety measures to protect gas and other flammable materials against damage. | | | |
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| 36. | **Toxic Substances** | | | |
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| 36.1 | Toxic substances shall not be used except where no other less toxic substance is commercially available. Where a toxic substance is used, an appropriate warning is to be issued and protective clothing used. | | | |
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| 36.2 | The Lift Contractor shall ensure that use and deployment of all toxic substances forming part of, or used during the contract works conform to the requirements of The Control of Substances Hazardous of Health Regulations. | | | |
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| 37. | **Control of Substances Hazardous to Health Regulations** | | | |
|  | | | | |
| 37.1 | The Lift Contractor shall provide WBC with copies of the assessments of risk for the various materials and substances used for the tasks and evolutions necessary in the execution of this contract to comply with the requirements of The Control of Substances Hazardous to Health Regulations (current edition). | | | |
|  |  | | | |
| 37.2 | The Lift Contractor shall avoid procedures that generate unnecessary dust, fumes and noise. Where this is unavoidable, the contractor shall provide dust/fume removal at source and/or protective enclosures and issue appropriate protective clothing. | | | |
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| 38. | **Asbestos Management** | | | |
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| 38.1 | Due to the age and diversity of the portfolio and the properties included within this contract, information relating to areas of known or suspected asbestos is being continually updated. The Lift Contractor is advised to familiarise themselves with any information in respect to the location(s) of known asbestos by making contact with the WBC Senior Building Surveyor. | | | |
|  |  | | | |
| 38.2 | The Lift Contractor is to provide details as to the levels of awareness training given to individual engineers, sub-contractors and members of staff pursuant to this contract in respect to the discovery and potential disturbance of materials containing or suspected to contain asbestos fibres. The Lift Contractor will be required to provide detailed statements as to the methods of working within areas potentially containing or suspected to contain asbestos fibres at tender stage. | | | |
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| 38.3 | Any identified asbestos in the work area that will be affected by the contract works will be removed by a specialist contractor employed directly by WBC. Wokingham Borough Council always uses specialist licensed contractors (where possible Wokingham Borough Council own specialist team contractors should be used) where any work involves disturbing asbestos containing materials and testing is always supervised by the WBC own appointed independent laboratory. | | | |
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| 38.4 | In addition, the Lift Contractor is required to update the documents as necessary during the course of the contract and to advise WBC of amendments or corrections to the information. | | | |
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| 38.5 | The Lift Contractor shall; | | | |
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|  | (a) | provide all their operatives with information as to the location of asbestos containing materials whether they are to be dealt with by specialists or not affected by the works; | | |
|  | | | | |
|  | (b) | if asbestos works are included within the specification, provide details of the specialist licensed contractor to WBC with the tender submission; | | |
|  | | | | |
|  | (c) | make the licensed specialist contractor aware that monitoring will be carried out by WBC own independent analyst; | | |
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|  | (d) | ensure that any additional suspect materials identified during the course of the works are notified to WBC immediately; | | |
|  | | | | |
|  | (e) | provide all their operatives with information, instruction, training in asbestos identification and the associated dangers; | | |
|  | | | | |
|  | (f) | provide all their operatives with information, instruction, training on the WBC policy and ensure that their operatives have details of regular toolbox talks; | | |
|  | | | | |
|  | (g) | under no circumstances should the Lift Contractor allow asbestos containing materials or suspect materials to be disturbed by their operatives during the course of the contract works. If the works are altered to affect asbestos containing materials or suspect materials, the Lift Contractor should stop work that may cause disturbance and inform the WBC Senior Building Surveyor immediately; | | |
|  | | | | |
|  | (h) | have in place appropriate supervision arrangements to ensure and able to demonstrate adherence to the WBC requirements for the discovery and management of asbestos. | | |
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| 39. | **Environmental Charter** | | | |
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| 39.1 | Wokingham Borough Council is committed to work at improving the environment and has prepared an environmental charter on this matter. All Contractors engaged on works for WBC are encouraged to comply with this charter. | | | |
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| 39.2 | Details of the environmental charter are appended to this contract document. | | | |
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| 40. | **Statutory & Mandatory Examinations** | | | |
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| 40.1 | Although the provision of reports of thorough examination of lifting equipment as prescribed under Regulation 9 of the Lifting Operations and Lifting Equipment Regulations 1998 are not included in this contract, this does not relieve the Lift Contractor from any of their responsibilities with respect to the reporting of elements which, in their opinion, are detrimental to the safe operation of any lift or lifting equipment subject to this contract. | | | |
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| 40.2 | The Lift Contractor will carry out all associated works to rectify defects found during a thorough examination and complete the defined works within 28 days of issue unless specified within a serious defect notice. It will be incumbent upon the Lift Contractor to provide WBC with written confirmation of completion of all outstanding/reported items and defects. | | | |
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| 41. | **Parking/Access** | | | |
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| 41.1 | There is limited available on-site parking of the Lift Contractors’ vehicles at each of the individual locations. The adjacent roads may be subject to local parking restrictions and therefore any/all off-site parking costs are to be met by the Lift Contractor. | | | |
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| 42. | Working with Residents in Occupation | | | |
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| 42.1 | The works are to be carried out in existing buildings and adjacent to occupied dwellings. The Lift Contractor shall comply with all requirements of the WBC Code of Practice for Working with Residents in Occupation as appended to this contract. ***The Lift Contractor is to confirm acceptance of the terms and conditions contained therein by completing and signing the documents where indicated.*** | | | |
|  |  | | | |
| 42.2 | The Lift Contractor shall ensure that any generated noise as a result of the works shall be agreed with WBC prior to commencement and that the residents, staff and visitors within each location are allowed to operate in their usual manner. | | | |
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| 42.3 | Special care is to be exercised in public areas particularly with regard to sharp tools, open voids and toxic substances. | | | |
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| 43. | **Behaviour & Conduct** | | | |
|  | | | |
| 43.1 | The works are to be carried out in existing buildings and adjacent to occupied dwellings. The Lift Contractor shall ensure compliance with the WBC “Considerate Contractors Scheme”. | | |
|  | | | | |
| 43.2 | The Lift Contractor will be responsible for the discipline of all their employees and sub-contractors. WBC reserves the right to require removal of any member of the Lift Contractor’s appointed personnel or other person in the event of consistent poor performance, breaches of safety or security, poor housekeeping, poor personal hygiene or dress, under the influence of alcohol or drugs, general unsuitability for the working environment or who does not comply with the WBC acceptable image or general philosophy of this contract. | | | |
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| 43.3 | The Lift Contractor, their employees and sub-contractors must comply with the requirement of WBC Code of Conduct and are required at all times to behave in a polite and courteous manner towards residents, building occupants, WBC staff and others they may meet in the course of the contract works. The use of offensive language or behaviour must be avoided at all times. The Lift Contractor must ensure that their business is conducted in a manner that causes the absolute minimum of disruption to the lift users. | | | |
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| 44. | **Noise** | | | | |
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| 44.1 | Due to the nature of the premises included within this contract, the Lift Contractor shall ensure that noise is kept to a minimum and that the residents and staff are allowed to operate in their usual manner. ***The playing of radios etc. is NOT permitted.*** | | | | |
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| 44.2 | The Lift Contractor shall be responsible for ensuring that all noise produced as a result of any of the works (including the work of the Lift Contractor’s appointed sub-contractors) will be within the limits specified by the Local Authority under the Control of Pollution Act 1974, Part 3 - Noise Control on Construction Sites. | | | |
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| 45. | **Exclusions** | | |
|  | | | |
| 45.1 | Having familiarised themselves with the scope and content of this contract Tenderer’s shall accept the terms as aforementioned. However, should a Tendering contractor wish to exclude any part of the contract these should be detailed within Schedule C, Form of Tender. | | |
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| 46. | **Repairs and Modernisation** | | |
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| 46.1 | Where applicable and following formal instruction from Wokingham Borough Council; the Lift Contractor may be required to undertake repairs and improvement works to the existing passenger lifts and existing disabled access equipment within the WBC portfolio at the additional costs as indicated within Schedule E, Form of Tender | | |
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| 46.2 | Not withstanding this maintenance contract, WBC reserves the right to tender for any or all major works to the plant. | | |
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| 47. | | **Major Works** | | |
|  | | | |
| 47.1 | Not withstanding and without prejudice to the terms of this maintenance contract, WBC reserves the right to separately tender for any or all major repair works to the plant as listed herein. | | |
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| 47.2 | The terms and conditions for tendering for or all major repair works to the plant herein shall be subject to the terms and conditions indicated within the works specification for the particular project. | | |
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| 47.3 | | In the case of Major Repair Works, up to a value of approximately £85,000, the Joint Contract Tribunal *Standard Form of Contract for Minor Building Works*' may be used. | | |
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| 47.4 | | Where contracts are more complex, or are expected to exceed approximately £85,000 then the Joint Contract Tribunal `*Intermediate Form of Contract*' may be used up to a value of approximately £500,000. | | |

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| 48.1 | **Schedule of Plant – Passenger Lifts** | | | | | | | |
|  | | | | | | | | |
| **LIFT INSTALLATION** | | **MANUFACTURER** | | **TYPE** | **LOAD** | | | **FLOORS** |
|  | | | | | | | | |
| Palmer Court Palmer School Road  Wokingham, RG40 1TJ | | | Jackson Lift Group  Modernised  Circa 2014 | Hydraulic Passenger | 8 Persons  or  630 kg | | | Two |
|  | | |  |  |  | | |  |
| Palmer Court Palmer School Road Wokingham, RG40 1TJ | | | Hydra Lift  Circa 2014 | Disabled Lifting Platform | 2 Persons  or  400 Kg | | | Two |
|  | | | | | | | | |
| Polehampton Court Polehampton Close Twyford, RG10 9RR | | | Jackson Lift Group  Modernised  Circa 2014 | Hydraulic Passenger | 8 Persons  or  600 kg | | | Three |
|  | | |  |  |  | | |  |
| Polehampton Court Polehampton Close  Twyford, RG10 9RR | | | Hydra Lift  Circa 2014 | Disabled Lifting Platform | 2 Persons  or  400 Kg | | | Three |
|  | | | | | | | | |
| **Spring Gardens**  Spencers Wood  Shinfield, RG7 1BD | | | Jackson Lift Group  Modernised  Circa 2014 | Hydraulic  Passenger | 8 Persons  or  600 Kg | | | Two |
|  | | | | | | | | |
| **Spring Gardens**  Spencers Wood Shinfield, RG7 1BD | | | Hydra Lift  Circa 2014 | Disabled Lifting Platform | 2 Persons  or  400 Kg | | | Two |
|  | | |  |  |  | | |  |
| Dickens Court Alderman Willey Close  Wokingham, RG41 2AF | | | Jackson Lift Group  Modernised  Circa 2014 | Hydraulic  Passenger | 8 Persons  or  600 Kg | | | Three |
|  | | | | | | | | |
| Dickens Court Alderman Willey Close  **Wokingham, RG41 2AF** | | | Hydra Lift  Circa 2014 | Disabled Lifting Platform | 2 Persons  or  400 Kg | | | Three |
|  | | |  |  |  | | |  |
| Meachen Court Palmer School Road  Wokingham, RG40 1TJ | | | Acre Lifts  Modernised  Circa 2011 | Hydraulic  Passenger | 8 Persons  or  630 Kg | | | Two |
|  | | | | | | | | |
| Meachen Court Palmer School Road  Wokingham, RG40 1TJ | | | Phoenix Lifting Systems  Circa 2011 | Hydraulic  Lifting Platform | 2 Persons  or  400 Kg | | | Two |
|  | | | | | | | | |
| Cockayne Court Arnett Avenue  Finchampstead,RG40 4ED | | Acre Lifts Ltd Modernised  Circa 2012 | | Hydraulic  Passenger | | 8 persons  or  600 Kg | Two | |
|  | | | | | | | | |
| Cockayne Court Arnett Avenue  Finchampstead,RG40 4ED | | Phoenix Lifting Systems  Circa 2012 | | Hydraulic  Lifting Platform | | 2 Persons  or  400 Kg | Two | |
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| PLANNED MAINTENANCE SCHEDULE | | | | |
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| 49. | **PLANNED MAINTENANCE SCHEDULE - HYDRAULIC PASSENGER LIFTS** | | | |
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| 49.1 | **General:** | | | |
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|  | (a) | All works shall be carried out in accordance with the original manufacturers instructions and the requirements of British Standards BS5655 and European Standard EN81-2+A3: 2009, EN81-20/50: 2014 as applicable; and with British Standard BS7255 Code of Practice for Safe Working on Lifts. | | |
|  | | | | |
|  | (b) | Appropriate warning signs or notices must be prominently displayed at each landing entrance before work commences. | | |
|  | | | | |
|  | (c) | Good housekeeping shall always be observed and the accumulation of flammable materials at or near the workplace is to be avoided. Plant spaces must not be used for the storage of any equipment other than that necessary for the maintenance of the lift. If lubrication and/or hydraulic oil is stored in plant spaces, it shall be kept within a suitable steel cabinet to be provided by the Lift Contractor within the terms of this contract. | | |
|  | | | | |
|  | (d) | All machinery guards or controller covers, removed during maintenance, must be replaced and the plant space access door locked prior to the Lift Contractor’s service engineer leaving site. | | |
|  | | | | |
|  | (e) | Where the WBC or individual residents operational needs override the planned maintenance schedule, arrangements shall be made with the Senior Building Surveyor to complete the schedule at a later date. | | |
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| 49.2 | **Monthly**: | | | |
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|  | Check and correct as necessary:- | | | |
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| 49.2.1 | Plant Space: | | | |
|  | | | | |
|  | (a) | Check circuit breaker or main switch by a manual trip. | | |
|  | | | | |
|  | (b) | Clean, inspect and adjust operation sequence and timing of contactors. Investigate any visible signs, which could indicate future fault conditions, i.e., overheating, deteriorating or defective installation. | | |
|  | | | | |
|  | (c) | Check operation of emergency hand-lowering indication device. | | |
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| 49.2.2 | Lift Car & Shaft: | | | |
|  | | | | |
|  | (a) | Check for any abnormal operating conditions. | | |
|  | | | | |
|  | (b) | Check emergency alarm system; replace batteries (if any). | | |
|  | | | | |
|  | (c) | Check operation of emergency autodialing telephone or warden call system, and CCTV systems (if any) re-programme as necessary. | | |
|  | | | | |
|  | (d) | Check car controls, car door contacts, car door operation and safety devices and other associated lift car devices. | | |
|  | | | | |
|  | (e) | Check car levelling and direction well switches. Ensure rollers are free to rotate. Check floor level accuracy and adjust as appropriate. | | |
|  | | | | |
|  | (f) | Check car interior, floor covering and fittings, replace faulty lamps and clean car top. Advise the WBC of any/all damaged floor coverings | | |
|  | | | | |
|  | (g) | Check operation of landing buttons, indicators and signal lights, replace as necessary. | | |
|  | | | | |
|  | | | | |
|  | (h) | Check doors and operation of locks for safe operation. Ensure rollers and spindles are free to rotate. Lubricate. Check emergency door release arrangements and that a release key is readily available in the plant space. | | |
|  | | | | |
|  | (i) | Check and adjust car and landing top rollers, tilt rollers, bottom door shoes. | | |
|  | | | | |
|  | (j) | Check that car and landing doors operate freely and bottom tracks are clear. | | |
|  | | | | |
|  | (k) | Inspect bearings of sheaves and pulleys. Lubricate as necessary. | | |
|  | | | | |
|  | (l) | Clean guides. Top up lubricators. | | |
|  | | | | |
|  | (m) | Clean down lift well as necessary. Clean pit. Inspect condition of lift well enclosure. | | |
|  | | | | |
|  | (n) | Check lift shaft lighting, replace faulty lamps or fittings as required. | | |
|  | | | | |
|  | (o) | If provided; check lift shaft pit area pit sump pumps for condition/operation, repair/replace as required. | | |
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| 49.2.3 | **General:** | | | |
|  | | | | |
|  | (a) | Observe starting, running and stopping of the lift. | | |
|  | | | | |
|  | (b) | Check spring buffers. | | |
|  | | | | |
|  | (c) | Check accuracy of floor stopping; | | |
|  | | | | |
| **Note :** | The floor levelling accuracy shall not exceed +/- 10mm. This tolerance shall not be exceeded under any conditions between zero and full contract load in either direction of travel. | | | |
|  | | | | |
|  | Replenish lubricating oil/grease as necessary and check for leaks at the following ; | | | |
|  | | | | |
|  | (a) | | | Hydraulic drive unit and reservoir |
|  | | | | |
|  | (b) | | | Motor bearings (if applicable). |
|  | | | | |
|  | (c) | | | Pulleys and bearings. |
|  | | | | |
|  | (d) | | | Guide Shoe Lubricators. |
|  | | | | |
|  | (e) | | | Energy dissipating buffers (if applicable). |
|  | | | | |
| **Note :** | All lubricant/fluid levels shall be maintained in accordance with the original manufacturers recommendations and only the manufacturers recommended lubricants/fluids of equivalents shall be used. | | | |
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| 49.3. | **Quarterly**: | | | |
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|  | In addition to the tasks required during the monthly visits, inspect the condition of the following and report/rectify as necessary; | | | |
|  | | | | |
| 49.3.1 | Plant Space: | | | |
|  | | | | |
|  | (a) | | | Check for any abnormal operating conditions. |
|  | | | | |
|  | (b) | | | Check control, pilot and levelling valves for correct operation, adjust as necessary. |
|  | | | | |
|  | (c) | | | Inspect pump motor when operating and stationary. |
|  | | | | |
|  | (d) | | | Ensure pipe-work, joints, bolts and fixings are visibly sound and free from corrosion and leaks. Check stop valve. Check level of oil in reservoir and pump, top up as necessary. |
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| 49.3.2 | Lift Car and Shaft: | | | |
|  | | | | |
|  | (a) | | | Ensure pipe-work, joints, hydraulic ram head bolts and cylinder fixings are secure and free from corrosion and leaks. Check action of air release bleed valve. |
|  |  | | |  |
|  | (b) | | | Inspect condition of landing and car door panels, attachments and thresholds for undue wear and/or damage. Check running clearances between panels, architraves and slam posts. |
|  | | | | |
|  | (c) | | | Check all adjustments of car door operator for smooth and effective operation. |
|  | | | | |
|  | (d) | | | Ensure that keys and fixing bolts of sheaves and pulleys (if applicable) are secure and check for visible cracks and corrosion. Inspect bearings and rope grooves. |
|  | | | | |
|  | (e) | | | Check condition of wire ropes or chains (if applicable). Ensure suspension of ropes or chains are evenly tensioned. Clean and lubricate. |
|  | | | | |
|  | (f) | | | Particular attention should be given to the tension of suspension rope grips and anchorages, and/or chain pins and anchorages. |
|  | | | | |
|  | (g) | | | Check for wear and adjustment of guide shoes. Ensure that the clearances; particularly between the car front and the landings is being maintained. |
|  | | | | |
|  | (h) | | | Ensure that both the overspeed governor and safety gear (if applicable) are lubricated, free to operate and properly set. |
|  | | | | |
|  | (i) | | | Check outer insulation of the travelling cables for chafing and security of terminals. |
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| 49.4 | **Semi-Annually**: | | | |
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|  | In addition to the tasks required during the monthly and quarterly visits, inspect the condition of the following and report/rectify as necessary; | | | |
|  | | | | |
|  | (a) | | | Ensure that car frame bolts are secure. Check guide shoes for wear and float. Ensure car body is secure in frame. Check safety gear for running clearances and free movement. Check tension of safety rope. |
|  | | | | |
|  | (b) | | | Inspect guides for wear and ensure that fixings are secure. |
|  | | | | |
|  | (c) | | | Open, clean and examine all limit and direction switches. |
|  | | | | |
|  | (d) | | | Open, clean and examine car station and all landing push units. |
|  | | | | |
|  | (e) | | | Check all overloads and fuses. |
|  | | | | |
|  | (f) | | | Check overhead and diverter pulleys. |
|  | | | | |
| 49.5 | **Annually**: | | | |
|  | | | | |
|  | In addition to the tasks required during the monthly, quarterly and semi-annual visits, inspect the condition of the following and report/rectify as necessary. As requested by the competent person undertaking the thorough examination of each lift as defined within Regulation 9 of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) the following supplementary tests may be required; | | | |
|  | | | | |
|  | (a) | | | Open clean and inspect all car and landing door interlocks and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (b) | | | Test lift car overload detection devices (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | | | | |
|  | (c) | | | Test electrical safety devices and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (d) | | | Test low hydraulic pressure detection devices (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  |  | | |  |
|  | (e) | | | Test electrical and mechanical anti-creep devices (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (f) | | | Test un-switched energy dissipation type pit buffers and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (g) | | | Inspect suspension system and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
| 49.6 | **Five Yearly (or as requested by Competent Person)**: | | | |
|  | | | | |
|  | In addition to the tasks required during the monthly, quarterly, semi-annual and annual visits, inspect the condition of the following and report/rectify as necessary. As requested by the competent person undertaking the thorough examination of each lift as defined within Regulation 9 of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) the following supplementary tests may be required; | | | |
|  | | | | |
|  | (a) | | | Carry out a series of earth continuity tests of the lift installation and submit a report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (b) | | | Carry out a test of the lift car safety gear (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (c) | | | Carry out a test of the hydraulic rupture/restrictor valve (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (d) | | | Test actuation and calibration of the overspeed governor (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
| **Note :** | Additionally, the above tests should be carried out immediately following any repair of the governor/safety gear or after a new safety rope is fitted. | | | |
|  | | | | |
|  | (e) | | | Carry out an examination and test of the hydraulic drive system and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (f) | | | Test switched type energy dissipation pit buffers and submit a report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
| 49.7 | **Ten Yearly (or as requested by Competent Person)**: | | | |
|  | | | | |
|  | In addition to the tasks required during the monthly, quarterly, semi-annual, annual and five yearly visits, inspect the condition of the following and report/rectify as necessary. As requested by the competent person undertaking the thorough examination of each lift as defined within Regulation 9 of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) the following supplementary tests may be required; | | | |
|  | | | | |
|  | (a) | | | Test mechanical anti-creep devices (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (b) | | | Carry out an examination hydraulic cylinders within bore-holes (if provided) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (c) | | | Drain hydraulic reservoirs, flush and re-charge with fresh oil. |
|  | | | | |
|  | | | | |
| 50. | **PLANNED MAINTENANCE SCHEDULE - TRACTION LIFTS** | | | |
|  | | | | |
| 50.1 | **General:** | | | |
|  | | | | |
|  | (a) | All works shall be carried out in accordance with the original manufacturers instructions and the requirements of British Standards BS5655, European Standard EN81-1+A3: 2009, EN81-20/50: 2014 as applicable; and with British Standard BS7255 Code of Practice for Safe Working on Lifts. | | |
|  | | | | |
|  | (b) | Appropriate warning signs or notices must be prominently displayed at each landing entrance before work commences. | | |
|  | | | | |
|  | (c) | Good housekeeping should always be observed and the accumulation of flammable materials at or near the workplace must be avoided. Plant rooms must not be used for the storage of any equipment other than that necessary for the maintenance of the lift. If lubrication and/or hydraulic buffer oil is stored in the plant room, it shall be kept within a suitable steel cabinet to be provided by the Lift Contractor within the terms of this agreement. | | |
|  | | | | |
|  | (d) | All machinery guards or controller covers, removed during maintenance, must be replaced and the plant room access door locked prior to the Lift Contractor’s service engineer leaving the site. | | |
|  | | | | |
|  | (e) | Where the WBC or individual residents operational needs override the planned maintenance schedule, arrangements shall be made with the Senior Building Surveyor to complete the schedule at a later date. | | |
|  | | | | |
| 50.2 | **Monthly**: | | | |
|  | | | | |
|  | Check and correct as necessary:- | | | |
|  | | | | |
| 50.2.1 | Plant Space: | | | |
|  | | | | |
|  | (a) | Check circuit breaker or main switch by a manual trip. | | |
|  | | | | |
|  | (b) | Clean, inspect and adjust operation sequence and timing of contactors. Investigate any visible signs, which could indicate future fault conditions, i.e., overheating, deteriorating or defective installation. | | |
|  | | | | |
| 50.2.2 | Lift Car and Shaft: | | | |
|  | | | | |
|  | (a) | Check for any abnormal operating conditions. | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | (b) | Check emergency alarm system and emergency telephones; replace batteries (if any). | | |
|  | | | | |
|  | (c) | Check operation of emergency autodialing telephone or warden call system, CCTV systems (if any). | | |
|  | | | | |
|  | (d) | Check car controls, car door contacts, car door operation and safety devices and other associated lift car devices. | | |
|  | | | | |
|  | (e) | Check car levelling and direction well switches. Ensure rollers are free to rotate. Check floor level accuracy and adjust as appropriate. | | |
|  | | | | |
|  | (f) | Check car interior, floor covering and fittings, replace faulty lamps and clean car top. Advise WBC of any/all damaged floor coverings | | |
|  | | | | |
|  | (g) | Check operation of landing buttons, indicators and signal lights, replace as necessary. | | |
|  | | | | |
|  | (h) | Check doors and operation of locks for safe operation. Ensure rollers and spindles are free to rotate. Lubricate. Check emergency door release arrangements and that a release key is readily available in the machine room. | | |
|  | | | | |
|  | (i) | Check and adjust car and landing top rollers, anti-tilt rollers, bottom door shoes. Report/rectify as necessary. | | |
|  | | | | |
|  | (j) | Check that car and landing doors operate freely and bottom tracks are clear. | | |
|  | | | | |
|  | (k) | Inspect bearings of sheaves and pulleys. Lubricate as necessary. | | |
|  | | | | |
|  | (l) | Clean guides. Top up lubricators. | | |
|  | | | | |
|  | (m) | Clean down lift well as necessary. Clean pit. Inspect condition of lift well enclosure. | | |
|  | | | | |
|  | (n) | Check shaft lighting; replace faulty lamps or fittings as required. | | |
|  | | | | |
|  | (o) | If provided; check lift shaft pit area pit sump pumps for condition/operation, repair/replace as required. | | |
|  | | | | |
| 50.2.3 | **General:** | | | |
|  | | | | |
|  | (a) | Observe starting, running and stopping of the lift. | | |
|  | | | | |
|  | (b) | Check spring buffers. | | |
|  | | | | |
|  | (c) | Check accuracy of floor stopping; | | |
|  | | | | |
| **Note :** | The floor levelling accuracy shall not exceed +/- 6mm. This tolerance shall not be exceeded under any conditions between zero and full contract load in either direction of travel. | | | |
|  |  | | | |
|  | Replenish lubricating oil/grease as necessary and check for leaks at the following ; | | | |
|  | | | | |
|  | (a) | | | Drive unit reduction gearbox (if applicable). |
|  | | | | |
|  | (b) | | | Motor bearings (if applicable). |
|  | | | | |
|  | (c) | | | Pulleys and bearings. |
|  | | | | |
|  | (d) | | | Guide Shoe Lubricators. |
|  | | | | |
|  | (e) | | | Energy dissipating buffers (if applicable). |
|  | | | | |
| **Note :** | All lubricant/fluid levels shall be maintained in accordance with the original manufacturers recommendations and only the manufacturers recommended lubricants/fluids of equivalents shall be used. | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
| 50.3. | **Quarterly**: | | | |
|  | | | | |
|  | In addition to the tasks required during the monthly visits, inspect the condition of the following and report/rectify as necessary; | | | |
|  | | | | |
| 50.3.1 | Plant Space: | | | |
|  | | | | |
|  | (a) | | | Check for any abnormal operating conditions. |
|  | | | | |
|  | (b) | | | Check reduction gearing for excessive thrust bearing float or backlash, report/adjust as necessary. |
|  | | | | |
|  | (c) | | | Check bearings for unusual noise and/or overheating. Report/adjust as necessary. |
|  | | | | |
|  | (d) | | | Ensure that keys and fixing bolts of traction and diverter sheaves and pulleys are secure and check for visible cracks and corrosion. Inspect bearings and rope grooves. |
|  | | | | |
|  | (e) | | | Examine operation of drive unit brake, adjust as required. Inspect condition of friction linings, report/rectify as necessary. |
|  | | | | |
|  | (f) | | | Examine drive motor and generator brushes, replace worn brushes as required. Inspect condition of commutators, report/rectify (if any) as necessary. |
|  | | | | |
| 50.3.2 | Lift Car and Shaft: | | | |
|  | | | | |
|  | (a) | | | Inspect condition of landing and car door panels, attachments and thresholds for undue wear and/or damage. Check running clearances between panels, architraves and slam posts. |
|  | | | | |
|  | (b) | | | Check all adjustments of car door operator for smooth and effective operation. |
|  | | | | |
|  | (c) | | | Ensure that keys and fixing bolts of diverter/multiplying sheaves and pulleys are secure and check for visible cracks and corrosion. Inspect bearings and rope grooves. |
|  | | | | |
|  | (d) | | | Check condition of wire ropes. Ensure suspension ropes are evenly tensioned. Clean and lubricate. |
|  | | | | |
|  | (e) | | | Particular attention should be given to the tension of suspension rope grips and anchorages. |
|  | | | | |
|  | (f) | | | Check for wear and adjustment of guide shoes/rollers. Ensure that the clearances, particularly between the car front and the landings is being maintained, report/replace worn shoes/rollers as necessary |
|  | | | | |
|  | (g) | | | Ensure that both the overspeed governor (if applicable) and safety gear are lubricated, free to operate and properly set. |
|  | | | | |
|  | (h) | | | Check outer insulation of the travelling cables for chafing and security of terminals. |
|  |  | | | |
| 50.4 | **Semi-Annually**: | | | |
|  | | | | |
|  | In addition to the tasks required during the monthly and quarterly visits, inspect the condition of the following and report/rectify as necessary; | | | |
|  | | | | |
|  | (a) | | | Ensure that car frame bolts are secure. Check guide shoes/rollers for wear and float. Ensure car body is secure in frame. Check safety gear for running clearances and free movement. Check tension of safety rope. |
|  | | | | |
|  | (b) | | | Ensure that counterweight frame and individual filler blocks are secure. Check guide shoes/rollers for wear and float. |
|  | | | | |
|  | | | | |
|  | | | | |
|  | (c) | | | Inspect guides for wear and ensure that fixings are secure. |
|  | | | | |
|  | (d) | | | Open, clean and examine all limit and direction switches. |
|  | (e) | | | Open, clean and examine car station and all landing push units. |
|  | | | | |
|  | (f) | | | Check all overloads and fuses. |
|  | | | | |
|  | (g) | | | Check traction, overhead and diverter pulleys. |
|  | | | | |
|  | (h) | | | Remove excessive dust/detritus from the interior of motors and generators (if any). |
|  | | | | |
| 50.5 | **Annually**: | | | |
|  | | | | |
|  | In addition to the tasks required during the monthly, quarterly and semi-annual visits, inspect the condition of the following and report/rectify as necessary. As requested by the competent person undertaking the thorough examination of each lift as defined within Regulation 9 of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) the following supplementary tests may be required; | | | |
|  | | | | |
|  | (a) | | | Open clean and inspect all car and landing door interlocks and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (b) | | | Test lift car overload detection devices (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | (c) | | | Test electrical safety devices and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (d) | | | Test un-switched energy dissipation type pit buffers and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (e) | | | Inspect suspension system and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
| 50.6 | **Five Yearly (or as requested by Competent Person)**: | | | |
|  | | | | |
|  | In addition to the tasks required during the monthly, quarterly, semi-annual and annual visits, inspect the condition of the following and report/rectify as necessary. As requested by the competent person undertaking the thorough examination of each lift as defined within Regulation 9 of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) the following supplementary tests may be required; | | | |
|  | | | | |
|  | (a) | | | Carry out a series of earth continuity tests of the lift installation and submit a report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (b) | | | Carry out a test of the lift car safety gear (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (c) | | | Test actuation of the mechanical device to prevent overspeed of the ascending lift car and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (d) | | | Test actuation and calibration of the overspeed governor (if fitted) and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | | | | |
|  | | | | |
|  | (e) | | | Where fitted test actuation and calibration of the terminal speed reduction system and submit report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
| **Note :** | Additionally, the above tests should be carried out immediately following any repair of the governor/safety gear or after a new safety rope is fitted. | | | |
|  | | | | |
|  | (f) | | | Test switched type energy dissipation pit buffers and submit a report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
| 50.7 | **Ten Yearly (or as requested by Competent Person)**: | | | |
|  | | | | |
|  | In addition to the tasks required during the monthly, quarterly, semi-annual, annual and five yearly visits, inspect the condition of the following and report/rectify as necessary. As requested by the competent person undertaking the thorough examination of each lift as defined within Regulation 9 of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) the following supplementary tests may be required; | | | |
|  | | | | |
|  | (a) | | | Undertake comprehensive test (type B) or investigatory test (type A) or the lift machine and submit an appropriate report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  | | | | |
|  | (b) | | | Undertake test of lift car/counterweight balance to check the integrity of the rated load safety gear (if fitted), buffers , sheave shaft loading etc and submit a report as required by the Safety Assessment Federation, Guidelines on the Supplementary Testing of In-Service Lifts 2006. |
|  |  | | | |
|  |  | | | |
| 51. | **PLANNED MAINTENANCE SCHEDULE – DISABLED ACCESS EQUIPMENT** | | | |
|  | | | | |
| 51.1 | **General:** | | | |
|  | | | | |
|  | (a) | All works shall be carried out in accordance with the original manufacturer’s instructions and the requirements of British Standards BS5655, BS6440, the European Standards as applicable to the individual equipment, plus British Standard BS7255 Code of Practice for Safe Working on Lifts. | | |
|  | | | | |
|  | (b) | Good housekeeping should always be observed and the accumulation of flammable materials at or near the workplace must be avoided. Plant cabinets and spaces must not be used for the storage of any equipment other than that necessary for the maintenance of the equipment. | | |
|  | | | | |
|  | (c) | All machinery guards and covers, removed during maintenance, must be replaced prior to the Lift Contractor’s service engineer leaving the site. | | |
|  | | | | |
|  | (d) | Where the WBC or the individual residents operational needs override the planned maintenance schedule, arrangements shall be made with the Senior Building Surveyor to complete the schedule at a later date. | | |
|  | | | | |
| 51.2 | **Each Visit**: | | | |
|  | | | | |
|  | Check and correct as necessary:- | | | |
|  | | | | |
|  | (a) | Check circuit breaker or main switch by a manual trip. | | |
|  | | | | |
|  | (b) | Clean, inspect and adjust operation sequence and timing of contactors. Investigate any visible signs, which could indicate future fault conditions, i.e., overheating, deteriorating or defective installation. | | |
|  | | | | |
|  | (c) | Check for any abnormal operating conditions. | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | (d) | Check emergency alarm system and emergency telephones; replace batteries (if any). | | |
|  | | | | |
|  | (e) | Check operation of autodialing telephone and warden call unit (if any). | | |
|  | | | | |
|  | (f) | Check through floor lift car controls, car door contacts, car door operation and safety devices and other associated lift car devices. | | |
|  | | | | |
|  | (g) | Check car levelling and direction well switches. Ensure rollers are free to rotate. Check floor level accuracy and adjust as appropriate. | | |
|  | | | | |
|  | (h) | Check through floor lift car interior, floor covering and fittings, replace faulty lamps and clean car top. Advise WBC of any/all damaged floor coverings | | |
|  | | | | |
|  | (i) | Check operation of landing buttons, indicators and signal lights, replace as necessary. | | |
|  | | | | |
|  | (j) | Check through floor lift doors and operation of locks for safe operation. Ensure rollers and spindles are free to rotate. Lubricate. Check emergency door release arrangements and that a release key is readily available. | | |
|  | | | | |
|  | (k) | Check and adjust car and landing top rollers, anti-tilt rollers, bottom door shoes. Report/rectify as necessary. | | |
|  | | | | |
|  | (l) | Inspect bearings of sheaves and pulleys. Lubricate as necessary. | | |
|  | | | | |
|  | (m) | Clean guides and tracks. | | |
|  | | | | |
|  | (n) | Clean down as necessary. | | |
|  | | | | |
| 51.3 | **General:** | | | |
|  | | | | |
|  | (a) | | Observe starting, running and stopping. | |
|  | | | | |
|  | (b) | | Check accuracy of floor stopping; | |
|  |  | |  | |
|  | (c) | | Drive unit reduction gearbox (if applicable). | |
|  | | | | |
|  | (d) | | Pulleys and bearings. (if applicable). | |
|  | | | | |
|  | (e) | | | Check condition of suspension ropes and/or chains (if applicable). Ensure suspension ropes/chains are evenly tensioned. Clean and lightly lubricate. |
|  | | | | |
|  | (f) | | | Check condition of drive screws (if applicable). Clean and lightly lubricate. |
|  | | | | |
|  | (g) | | | Particular attention should be given to the tension of suspension rope grips and anchorages. |
|  | | | | |
|  | (h) | | | Check for wear and adjustment of guide shoes/rollers. Ensure that the clearances are correctly maintained, report/replace worn shoes/rollers as necessary |
|  | | | | |
| **Note :** | All lubricant/fluid levels shall be maintained in accordance with the original manufacturers recommendations and only the manufacturers recommended lubricants/fluids of equivalents shall be used. | | | |
|  |  | | | |
| 51.4 | **Annually**: | | | |
|  | | | | |
|  | (a) | | | Ensure that car frame bolts are secure. Check guide shoes/rollers for wear and float. Ensure car body/seat assemblies are secure. Check the safety gears for running clearances and free movement. |
|  | | | | |
|  | (b) | | | Inspect guides/tracks for wear and ensure that fixings are secure. |
|  | | | | |
|  | (c) | | | Open, clean and examine all limit and direction switches. |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | (d) | | | Open, clean and examine car station and all landing push units. |
|  | | | | |
|  | (e) | | | Check all overloads and fuses. |
|  | | | | |
|  | (f) | | | Remove excessive dust/detritus from the interior of motors (if applicable). |

Appendix A

# Approval of Sub-Contractors Working on Housing Contracts

1. **APPLICATION FOR APPROVAL TO EMPLOY A SUB-CONTRACTOR**

|  |
| --- |
| **BRIEF DESCRIPTION OF CONTRACT** |

|  |  |  |
| --- | --- | --- |
| From: |  | (Name of Main Contractor) |
|  | | |
| Contract Name: | **Comprehensive Lift & Access Equipment Maintenance & Repair Contract** | |
|  | | |
| For: | **Wokingham Borough Council PO Box 154, Shute End, Wokingham Berkshire RG40 1WN** | |
|  | | |
| **SUB-CONTRACTORS DETAILS** | | |
|  | | |
| Name of Sub-Contractor: |  | |
|  | | |
| Address: |  | |
|  | | |
| Trades to be sublet: |  | |
|  | | |
| Names of any membership of relevant Trade Association or Professional body: |  | |
|  | | |
| Address of Registered Offices if different from above: |  | |
|  | | |
| ***If a member of a group of companies:*** | | |
|  | | |
| Name and address of parent company: |  | |
|  | | |
| ***Insurance details:*** (Third Party and Public Liability Insurances) | | |
|  | | |
| Insurer: |  | |
|  | | |
| Policy Number: |  | |
|  | | |
| Expiry Date: |  | |
|  | | |
| Indemnity Limit: | £ each and every claim | |
|  | | |
| **Note :** Sub-contractors must have adequate indemnity limits in relation to the proposed sub-contract element and the main contract requirements. If this is not the case, approval will not be given unless a written undertaking is provided to increase indemnity limits to an adequate level acceptable to the client and at no extra cost to the client within four weeks of approval being given. Such undertaking to be attached to this application. | | |
|  | | |
| Experience of working with residents in occupation: |  | |

|  |
| --- |
| **FOR USE BY WOKINGHAM BOROUGH COUNCIL** |
| Acknowledged |
| Checked and Notified Decision |
| Comments |

Appendix B

# Working with Residents in Occupation: Code of Practice

# Working with Residents in Occupation: Code of Practice

**Aims**

**To minimise disruption to residents by practising:**

* high standards
* best practice
* good communication
* consideration
* good manners
* partnership with residents
* respect for residents and their surroundings

**Specifically**

**Generally**

**Consider:**

**Maintain:**

* estate and site areas
* adjacent buildings:
* schools
* sheltered housing blocks
* churches and meeting halls
* vulnerable residents:
* elderly people
* blind people
* deaf people
* disabled people
* mentally ill people
* people with alcohol or drug related illness
* and respect residents of different cultures:
* religion
* country of origin
* language
* maintaining existing services:
* gas, water, electricity, telephone
* surface water drainage
* foul water drainage
* maintaining existing specialist services:
* lifts
* heating and hot water
* ventilation and air conditioning
* proper site management
* safe access and adequate signage
* a secure site, ensure tools, plant and materials are kept locked up and safe when contractors are off site
* minimum noise levels
* limited working hours – no earlier than 8.00 a.m. and no later than 6.00 p.m.
* cleaning up rubbish, make sure that timber off cuts, nails etc. are safely and promptly removed
* safe scaffolds:
* leave secure at night/weekends
* no ladders lying around
* ensure scaffold boards are secure
* lighting:
* adequate
* does not immerse residents homes
* all reasonable steps to prevent rodent infestation
* liability for damage by contractor
* protection of trees, plants and gardens.

**Code of Practice for Working in Residents’ Homes**

**Do**

**Don’t**

* be polite
* use photo identify cards
* keep appointments
* use adequate dust sheets
* clean up properly and promptly
* update residents on progress
* report damage
* return keys (where issued)
* use clean overalls
* stop work if resident is distressed
* leave front doors open
* smoke
* use w.c.’s without permission
* use home as storage for materials
* make promises that can’t be kept
* use radios or other audio equipment
* accept offers of work direct
* expect canteen facilities
* use residents’ telephones
* use residents’ electricity

**Sign-up to the Considerate Contractors Scheme**

* be considerate
* be quiet
* be clean
* be tidy
* be safe

**Document Issue**

The attached Wokingham Borough Council Code of Practice is issued to the firm named below:

In order to confirm that you have received this document and agree to the terms of this document, please sign and date this form. A copy of the form should be kept for your own records.

If you require any further information regarding your acceptance of this Code of Practice, please contact:

Senior Building Surveyor

Wokingham Borough Council

PO Box154 Shute End

Wokingham

Berkshire RG40 1WN

Tel: 0118 974 6000

**Document: Working with Residents in Occupation: Code of Practice**

|  |  |
| --- | --- |
| Name and Address of Company: |  |
|  | |
| Date of Receipt: |  |

I acknowledge safe receipt and confirm our acceptance of the document detailed above.

|  |  |
| --- | --- |
| Signed: |  |

*(authorised to sign on behalf of the Company/Partnership)*

|  |  |
| --- | --- |
| Print Name: |  |
|  | |
| Title: |  |
|  | |
| Date: |  |

Appendix C

# Environmental Charter for Wokingham Borough Council

**Policy**

Wokingham Borough Council is committed to:

**Environmental Law**

* Complying with all relevant environmental law and regulations

**Environmental Improvement**

* Continual improvement, to reduce environmental impacts

**Assessment of long-term Environmental Benefits**

* Ensuring the long-term costs and long-term environmental benefits are taken into consideration

**Environmental Assessment of Contracts**

* Ensuring that environmental impacts are assessed as part of tendering for contracts

**Environmental Awareness**

* Increasing awareness of environmental priorities and issues

**Environmental Management**

* Implementing management systems, education, training and communication to minimise environmental impact

**Compliance with the Environmental Charter**

* Ensuring that staff, contractors, suppliers and visitors comply with the Environmental Charter for Wokingham Borough Council

**Protecting and Improving the Environment**

* Protecting and improving the environment, locally, nationally and globally, by taking action to achieve each of the objectives of the Wokingham Borough Council Environmental Charter.

**Statement**

**Air**

* minimise atmosphere pollution
* minimise vehicle use and fuel consumption
* promote non-polluting methods of transport
* ensure clean air in the working environment

**Water**

* prevent water pollution
* Reduce water consumption

**Land and Habitats**

* Protect and enhance planting, landscapes, habitats and open spaces
* Conserve and enhance conditions for wildlife
* Ensure that land is not contaminated

**Built Environment**

* Minimise the impact on the environment of buildings, structures, highways and construction
* Keep the premises and adjacent areas clean

**Access and Mobility**

* Maximise accessibility and mobility with the minimum environmental impact

**Energy**

* Minimise the energy consumption
* Use renewable energy sources

**Noise**

* Minimise the impact of noise
* Where noise is unavoidable, ensure it does not occur during unsociable hours

**Waste and Recovery**

* Reduce waste
* Re-use waste that cannot be reduced
* Repair what can be repaired
* Recycle what cannot be re-used
* Recover resources from waste

**Resources and Materials**

* Minimise the use of materials
* Purchase products with the least environmental impact
* Use recycled products

Appendix D

Tender Agreement & Pricing Documentation

|  |  |  |  |  |  |  |  |  |  |  |  |
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| **TENDER AGREEMENT** | | | | | | | | | | | |
|  |  | | | | | | | | | | |
| 1.1 | We hereby offer to execute the works set forth in, and in accordance with the attached contract terms, specifications and schedules of works and the conditions of the Wokingham Borough Council Comprehensive Lift and Access Equipment Maintenance & Repair Contract for an initial three-year term the tendered costs fixed for the initial two-year period. | | | | | | | | | | |
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| **FOR THE SUM OF :** | | | | | | | | | | | |
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| **Passenger Lift Maintenance £ (year one)**  **£ (year two)**  **£ (year three)** | | | | | | | | | | | | |
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| **Disabled Lifting Platform £ (year one)**  **Maintenance £ (year two)**  **£ (year three)** | | | | | | | | | | | | |
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| 1.2 | We further understand that the tender is made on the basis that any resulting contract will be a fixed price arrangement and that no allowance will be made for any increase in costs incurred by the Lift Contractor at any time from the date of submission of this tender until the end of initial contract period or until the Lift Contractor shall cease to have any contractual relationship with Wokingham Borough Council, whichever event shall in time, last occur for this purpose Any instructions issued by the Senior Building Surveyor under the relevant clauses of the conditions shall not entitle the Lift Contractor to any enhanced rates for the execution of the works involved. | | | | | | | | | | |
|  |  | | | | | | | | | | |
| 1.3 | We hereby agree that no work of any kind will be undertaken without prior consent of an official order from Wokingham Borough Council or the appointed representatives of Wokingham Borough Council, unless otherwise instructed by the Wokingham Borough Council Senior Building Surveyor. | | | | | | | | | | |
|  |  | | | | | | | | | | |
| 1.4 | We agree that this tender shall be binding on us for a period of 12 months following the date for submission of the tender. | | | | | | | | | | |
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| 1.5 | We further declare that we are an equal opportunities employer. | | | | | | | | | | |
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| 1.6 | We declare that we are not party to any scheme or arrangement under which we have communicated the amount of our tender to any person before the time of submission of tenders and any tender prices were adjusted by reference to the prices of any other contractor tendering. | | | | | | | | | | |
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| 1.7 | We understand that Wokingham Borough Council is not bound to accept the lowest or any tender received. | | | | | | | | | | |
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| 1.8 | We declare that we are fully covered by a comprehensive insurance policy including; | | | | | | | | | | |
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|  | (a) | Public & Product Liability Insurance not less than £10m | | | | | | | | | |
|  | | | | | | | | | | | |
|  | (b) | Employer Liability Insurance not less than £10m | | | | | | | | | |
|  | | | | | | | | | | | |
|  | (c) | Professional Indemnity Insurance not less than £5m | | | | | | | | | |
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| 1.9 | We understand that this tender is entered into by us on the basis that the tender is subject to any of the Wokingham Borough Council conditions of contract which are attached hereto which we have carefully examined and hereby do declare that we agree to comply with the requirements of the said conditions of contract. | | | | | | | | | | |
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| **SCHEDULE A - MAINTENANCE COSTS** | | | | | | | | | | | |
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| PASSENGER LIFT INSTALLATIONS | | | | | | | | | | |  |
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| Palmer Court | | | | | **£** |  | **£** | |  | **£** |  |
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| **TOTAL COST PASSENGER LIFTS** | | | | | **£** |  | **£** | |  | **£** |  |
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| **DISABLED LIFTING PLATFORM INSTALLATIONS** | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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| **SCHEDULE B - HOURLY RATES** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Note** : The above rates are only applicable for works ***additional***  to the comprehensive contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **CALLOUT CHARGE AND HOURLY RATE FOR SATURDAYS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **CALLOUT CHARGE AND HOURLY RATE FOR SUNDAYS AND PUBLIC HOLIDAYS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Note** : The above rates are only applicable for works ***additional*** to the comprehensive contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | **Item - E** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **RATE FOR ATTENDANCE** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| MINIMUM CHARGE TO BE APPLIED TO ANY ORDER | | | | | | | | | | | | | | | | | **£** | | | | | | | | | |  | | |
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| **SCHEDULE C - EXCLUSIONS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Having familiarised themselves with the scope and content of this contract the Tenderer accepts the terms as aforementioned. However, should the Tenderer wish to exclude any part of this contract, these should be detailed below. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Name of Firm or Company Tendering :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **SCHEDULE D – SUPPLEMENTARY TESTING** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Safety Assessment Guidelines of the Supplementary Testing of In-Service Lifts (LG1)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Full Series of Annual Tests & Examinations | | | | | | | | | | | | | | | | | | | Inclusive of Premium | | | | | | | |  | | |
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| 4.1 Earth Continuity Test | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.3 Terminal Speed Reduction Test | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.5.1 Lift Machine (type A) | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.5.2 Lift Machine (type B) | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.6.1 Over Speed Governor Actuation & Test | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.6.2 Instantaneous Safety Gear Test | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.6.3 Progressive Safety Gear Test | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.6.4 Safety Gear Test (Other Means) | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.7 Ascending Lift Car | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.8 Energy Dissipation Buffer Test (switched) | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.11 Hydraulic Systems | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.11.1 Hydraulic Cylinders in Boreholes | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.11.2 Hydraulic Rupture or Restrictor Valve | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.12.2 Mechanical Anti-Creep Devices | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.14 Traction, Brake and Levelling Tests | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| 4.15 Car and Counterweight Balance Tests | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | | |
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| **SCHEDULE E – REPAIRS & IMPROVEMENTS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **The Lift Contractor shall identify costs for essential repairs and improvements required to the lifts considered to be additional to the preventative maintenance agreement.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Supply & Installation BS7255 Compliant Car Top Inspection Control | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply & Installation Drive Unit Stop Switch | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply & Installation Pit Stop Switch | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply & Installation Control Panel Rubber Mat | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply & Installation Pit Prop & Notice | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply & Installation Pit Access Ladder & Grab-rails | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply & Installation Full Series Hazard Warning & Instruction Notices | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Remove damaged car interior light, supply and fit new twin or two single type fitting complete with fluorescent tube, battery and ballast/inverter unit for emergency lighting, not exceeding 600mm long. | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Remove damaged light fitting diffuser, supply and fit new shock and impact resistant, twin or two single fitting type, not exceeding 600mm long. | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Replace damaged lamp or fluorescent tube to interior light, not exceeding 600mm long. | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Remove toe guard and car sill as necessary. Remove all corrosion from sub frame and support angles prepare and apply approved rust inhibitor and one coat ‘Hammerite’ or similar paint. Re-fix existing guard and sill on completion. | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Replace damaged toe-guard in galvanised steel with countersunk fixing screws at 150mm centres | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| “Eppogran” Epoxyquartz heavy duty lift car floor (up to 8 persons capacity). | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| “Mondopave” heavy duty lift car floor (up to 8 persons capacity). | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Replace damaged single panel lift landing door, as described: Stainless steel quality to grade 316 or patterned to match existing including suspension and kicking rollers, door shoes. Not exceeding 900mm wide | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Replace damaged two-panel side opening, (per panel not exceeding 900mm wide) | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Replace damaged infrared, screen type car door detector unit. | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Re-hang displaced lift door panel. | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Replace defective landing fascia panel (per panel) | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply and fit new steel mesh type counterweight guard in lift pit | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Test and recalibrate lift car load weighing device | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply and fit FB4 type lock to plant room access door | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply only landing entrance safety barrier | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply and fit main drive unit guarding | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply and fit diverter sheave guarding | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
| Supply and fit over-speed governor guarding | | | | | | | | | | | | | | | | | | | | | £ | | | | | | |  | |
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| **Name of Firm or Company Tendering :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Signature : Print Name :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Designation :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Address :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Tel :** | | | | | | | | **Fax :** | | | | | | | | | | **Date :** | | | | | | | | | | | |
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| **SCHEDULE F – STAIR- LIFTS AND ACCESS EQUIPMENT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **The Lift Contractor shall identify costs for preventative maintenance, planned and reactive repair of the following types of access equipment based upon the terms and conditions indicated within this comprehensive contract document** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chair type stair lift (straight stair) | | | | | | | | | | | | | | | | | | | | £ **per annum** | | | | | | | |  | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chair type stair lift (curved stair) | | | | | | | | | | | | | | | | | | | | £ **per annum** | | | | | | | |  | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Through floor disabled platform lift (up to three metres travel) | | | | | | | | | | | | | | | | | | | | £ **per annum** | | | | | | | |  | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fixed track patient hoist (including track and fixings) | | | | | | | | | | | | | | | | | | | | £ **per annum** | | | | | | | |  | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Submersible bath hoist | | | | | | | | | | | | | | | | | | | | £ **per annum** | | | | | | | |  | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **The Lift Contractor shall identify costs for the supply and installation of complete replacement stair lifts, disabled access equipment and through floor lifting platforms considered to be additional to the preventative maintenance agreement.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Supply and Installation chair type stair lift (straight stair) and removal/disposal of old unit | | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | |
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| Proposed Manufacture/type | | | | | | | | | | | | | | | | | | | |  | | | | | | | |  | |
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| Supply and Installation chair type stair lift (curved stair) and removal/disposal of old unit | | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | |
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| Proposed Manufacture/type | | | | | | | | | | | | | | | | | | | |  | | | | | | | |  | |
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| Supply and Installation of through floor disabled platform lift (up to three metres travel) and removal/disposal of old unit | | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | |
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| Proposed Manufacture/type | | | | | | | | | | | | | | | | | | | |  | | | | | | | |  | |
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| Supply and Installation of fixed track patient hoist (including track and fixings) and removal/disposal of old unit | | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | |
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| Proposed Manufacture/type | | | | | | | | | | | | | | | | | | | |  | | | | | | | |  | |
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| Supply and Installation of submersible bath hoist and removal/disposal of old unit | | | | | | | | | | | | | | | | | | | | £ | | | | | | | |  | |
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| Proposed Manufacture/type | | | | | | | | | | | | | | | | | | | |  | | | | | | | |  | |
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| **Name of Firm or Company Tendering :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Designation :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Tel :** | | | | | | | | **Fax :** | | | | | | | | | | **Date :** | | | | | | | | | | | |
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| SCHEDULE G - CONTRACTORS COMMUNICATIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| The Tenderer should confirm the following details regarding aspects of their communication and operational systems including emergency callout arrangements, persons within their organisation that will be responsible for the administration of this contract, including emergency and office hours telephone numbers, personal mobile telephone numbers, facsimile and E-mail numbers. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (1) | **Brief details of the Tenderers arrangements for dealing with emergency callouts and reactive repairs :** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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| (2) | **Emergency Telephone Number(s)** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | **Office Hours** | | | | |  | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | **Out of Office Hours** | | | | |  | | | | | | | | | | | | | | | | | | | | |  | | |
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| (3) | **Responsible Persons - Office Hours (09.00-17.00 Mon-Fri)** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | **PRIMARY CONTACT** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | **Name** | | | |  | | | | | | | **Company Position** | | | | | | | | | |  | | | | |  | | |
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|  | **Telephone Number** | | | |  | | | | | | | **Mobile Number** | | | | | | | | | |  | | | | |  | | |
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|  | **SECONDARY CONTACT** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | **Name** | | | |  | | | | | | | **Company Position** | | | | | | | | | |  | | | | |  | | |
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|  | **Telephone Number** | | | |  | | | | | | | **Mobile Number** | | | | | | | | | |  | | | | |  | | |
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| (4) | **Responsible Persons - Out of Office Hours** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | **PRIMARY CONTACT** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | **Name** | | | |  | | | | | | | **Company Position** | | | | | | | | | |  | | | | |  | | |
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|  | **SECONDARY CONTACT** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | **Name** | | | |  | | | | | | | **Company Position** | | | | | | | | | |  | | | | |  | | |
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| **Name of Firm or Company Tendering :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Designation :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| SCHEDULE H - CHECK LIST | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| The Tenderer should confirm that the following documentation has been included with the completed tender documents. Exclusion of any of the following documentation may result in rejection of the tender. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (1) | | **Alternative Maintenance Schedules** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (2) | | **Liability Insurance** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (3) | | Risk Assessments | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (4) | | **Constructionline/Chas etc. Accreditation** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (5) | | **Risk Assessments (C.O.S.H.H. Regulations)** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (6) | | **Equal Opportunities Policy** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (7) | | **Contractors CISC Certificate** | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (8) | | Quality Assurance | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| (9) | | Asbestos at Work Regulations | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Name of Firm or Company Tendering :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Signature : Print Name :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Designation :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Tel :** | | | | | | | **Fax :** | | | | | | | | | | **Date :** | | | | | | | | | | | | |
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| SCHEDULE I – NON COLLUSION DECLARATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| \*I/We hereby agree that the offer set out in this tender constitutes an unconditional and irrevocable offer by me/us which shall be capable of acceptance by Wokingham Borough Council, whereupon there shall be constituted between us a binding contract; | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | | | | |
| \*I/We certify that this is a bona fide competitive tender and \*I/We have not fixed or adjusted the amount of the tender submission as a consequence of any agreement with any other person or body. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| \*I/We further certify and undertake that we have not and will not commit all or any of the following; | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | (a) | Communicate to any person or body other than the Wokingham Borough Council the amount or approximate amount of the proposed tender submission except where the disclosure is necessary to obtain insurance; | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | (b) | Influence or attempt to influence any prospective Tenderer so that they refrain from tendering or fix their tender price in a particular way; | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | (c) | Offer to pay, give or agree to pay any sum of money or valuable consideration either directly or indirectly to any person related to this tender submission or Wokingham Borough Council. We hereby certify that \*I/We have fully complied with our responsibilities as defined within the Bribery Act 2010. | | | | | | | | | | | | | | | | | | | | | | | | |
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| \* Delete as appropriate | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| LIMITED COMPANY | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | | | Tendering Company | | | | | | |  | | | | | | | | | | | | | | | |  | | |
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|  | | | Company Registration Number | | | | | | |  | | | | | | | | | | | | | | | |  | | |
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|  | | | Registered Office | | | | | | |  | | | | | | | | | | | | | | | |  | | |
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|  | | | Print Name of Signatory | | | | | | |  | | | | | | | | | | | | | | | |  | | |
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|  | | | Position of Signatory | | | | | | |  | | | | | | | | | | | | | | | |  | | |
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| SOLE TRADER OR PARTNERSHIP | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |
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|  | | | Tendering Company | | | | | | |  | | | | | | | | | | | | | | | |  | | |
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|  | | | Company Registration Number | | | | | | |  | | | | | | | | | | | | | | | |  | | |
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|  | | | Place of Business | | | | | | |  | | | | | | | | | | | | | | | |  | | |
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|  | | | Position of Signatory | | | | | | |  | | | | | | | | | | | | | | | |  | | |
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| Notes | | | (a) | Where the Tenderer is a limited company, the tender must be signed on behalf of the company by an authorised officer whose designation must be stated and the address of the registered office of the company must be given. | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | (b) | Where the Tenderer is a private firm, the tender must be signed with the firm’s name followed by the personal signature of the proprietor. In the case of a partnership, the names of all the partners must be given on a separate sheet and attached to this form of tender signed by one of the partners on behalf of the partnership. | | | | | | | | | | | | | | | | | | | | | | | | |

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| DECLARATION | | |
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| **We the undersigned, agree to be bound by the terms and conditions described within the relevant specifications and codes of conduct for the duration of employment by Wokingham Borough Council** | | |
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| **Signature :** |  |  |
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| **CONTRACT APPROVAL** | | |
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| Approval of the comprehensive preventative maintenance contract terms and conditions agreed on behalf of Wokingham Borough Council | | |
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| **Name :** |  |  |
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| **Designation :** |  |  |
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| **On Behalf of Wokingham Borough Council** | | |
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| **Date :** |  |  |
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