



CONTRACT SPECIFICATION FOR MAINTENANCE OF THE VERTICAL TRANSPORTATION SYSTEMS AT

**Horniman Museum & Gardens
100 London Road
London SE23 3PQ
Dreadnought Building
Old School Close
Greenwich SE10 0PG**

Ref: ESS/JB/2023002

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1.00 Instructions to Tenderers

1.01 Tender Package

The tender package comprises of this document and the tender specification excel spread sheet. Both must be completed in full.

It is the Contractor's responsibility to attend site and review the installations and gather all the relevant information to complete the tender process.

1.02 Return of Tender

The form of tender details how and when the tender is to be returned. A tender that does not comply with those instructions may still be considered, but at the absolute discretion of the Employer's Representative.

Tenders must remain open for consideration (unless previously withdrawn) for not less than 3 months from the return date.

1.03 Declining to Tender

If the Tenderer cannot tender for any part(s) of the work as defined in the tender documents they must inform the Employer as soon as possible, defining the relevant part(s) and stating the reason(s) for their inability to tender.

1.04 Site Inspection

Tenderers shall be deemed to have visited the site and taken into consideration or ascertained the nature of the sites, access thereto and all local conditions and restrictions likely to affect the execution of the Works and carried out all reasonable inspections, surveys and investigations to ascertain the current status and condition of the Installations included in this specification. Inspect any Operating and Maintenance Manuals and "As Installed Drawings" that are available.

- Site inspections may be made by arrangement giving 5 days' notice to the employee. The Contact for the site inspection is Stewart Proctor contact details: stewart@elevatingsafety solutions.co.uk 07884427971.

1.05 Confidentiality of Tenders

The Contractor must not inform anyone, even approximately, what your tender is or will be before the time limit for delivery of tenders.

The Contractor must not try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.

The Contractor must not make any arrangements with anyone else about whether or not they should tender or about their or your tender.

The tenderer must not offer, give, or agree to give any money or other consideration directly or indirectly to anyone for doing, or having done, or causing, or having

caused to be done in relation to a tender any act of a nature described in the following conditions.

1.06 Tender Queries

Any questions relating to this tender document shall be sent through to Stewart Proctor. All questions must be in writing, and only formally issued written replies from the contract administrator shall be incorporated.

1.07 Pricing/Submission of documents

Alterations and qualifications to the documents must not be made without the written consent of the contract administrator. Tenders containing such alterations or qualifications may be rejected. Costs relating to items in the specification, which are not priced will be deemed to have been included elsewhere in the document.

The specification does not detail all the enabling works required to complete the service and the tender must include provision for access, safety and other works reasonably foreseeable. No claim will be entertained for works that could have been foreseen at tender stage.

1.08 Tender Returns

The Employer has no obligation to accept any tender.

The Employer is not liable for any expenses which will be incurred in the submitting of this document.

The tender documentation can be completed and returned electronically; however, the successful Contractor will be required to sign two hard copies of the Contract.

The Contractor must supply details of all relevant insurance policies, including policy numbers, levels of cover and dates of commencement and renewal.

1.09 Tender Evaluation

Each tender will be evaluated for compliance with the requirements of the tender documentation and if required the contract administrator will seek further clarification from each Contractor.

2.00 Contract Terms and Conditions

2.01 Abstract of Particulars

This Abstract of Particulars contains variations to the General Conditions and specification.

2.02 General Conditions & Definitions

Employer:	The Horniman Public Museum & Public Park Trust 100 London Road, London SE23 3PQ
Employer's Representative:	Jess Skeggs
Site:	See Spreadsheet Schedule
Maintenance Specification:	BS EN 13015:2001 Maintenance for lifts and escalators for maintenance instructions together with Annexes thereto and supplementary maintenance specification. SAFed Guidance on the Supplementary Tests of In-Service Lifts

2.03 Contract Period and Termination

3 years starting on [TBA] and ending on [3 years from start]

2.04 Terms of Payment for Standard Works

Payment shall be by equal quarterly instalments of one quarter of the Annual Contract Sum commencing three months from the date of commencement of the Contract Period. The Contractor is to submit a single invoice each quarter for each instalment.

2.05 Repair

All repairs outside of the contact will be costed individually and subject to an additional Purchase Order from the Client.

3.00 General Conditions

3.01 Supervision

The Contractors Supervisor shall accept responsibility for co-ordination, supervision and administration of the services required to be carried out within this contract, including all subcontractors.

The Contractors Supervisor responsible for the day-to-day control of labour allocated to this contract must be confirmed in writing to the client and if the Contractor, for any reason, changes the designated supervisor, then the Contractor must promptly inform the Project Manager.

The Contractor is to detail the proposed contract supervisor's workload as part of his tender return.

3.02 Liaison

The Contractors Supervisor shall liaise with the client and provide at least 5 days' notice, prior to the engineers attending site to carry out any maintenance, repairs or major works unless acting to a reactive breakdown.

3.03 Site Meetings

On a Quarterly basis, the client shall hold a maintenance meeting to review progress and other matters arising from the administration of the contract. The Supervisor responsible for the day to day running of this contract shall attend these meetings. The agenda for these meetings will be based on the following:

- Actions arising from previous minutes.
- Issues, faults, problems found during period between meetings.
- Repair works carried out during period between meetings.
- Programme of maintenance, repairs, examinations and/or tests to be carried out during the next month.
- Report on health and safety incidents.
- The Contractor shall issue the following up to date schedules:
 - 1 - Schedule of Annual Expenditure.
 - 2 - Schedule of Maintenance Visits.
 - 3 - Schedule of supplementary Examinations and/or Test and Rope Renewals.
 - 4 - Schedule of Insurance Reports.
 - 5- Schedule of Lift Breakdowns.
- The Contractor shall issue a schedule of spares kept on site.
- Variations to the contract i.e., modification and health and safety works to be undertaken or completed.

3.04 Document Control

All work sheets are to be fully detailed with the reason for the site visit and in the case of repair or call-out are to state the cause of the breakdown and the repairs carried out. The work sheet will detail as a minimum, time call received, arrival time, duration on site and route cause of fault.

A copy of all the engineers' worksheets are to be forwarded to the Project Manager by 12 noon on the following Monday. Also, a copy of all work sheets issued between maintenance meetings shall be presented at each maintenance meeting.

At the commencement of the contract the record cards are to be placed in each machine room by the contractor and from this date they will remain the property of The Client.

Maintenance and repair record cards are to be kept in respect of each lift under contract and these are to be retained within each lift machine room.

At every visit to site the Contractor's engineer and management team is to duly complete the record card with the details of the reason for the visit.

The record card system must identify all parts to be maintained and frequency thereof and must be signed and dated prior to leaving site.

A register of supplementary inspections are to be kept in the machine room and a copy of each certificate placed in the machine room in the onsite file. All certificates and reports shall be presented at the quarterly meeting in respect of all lifts and issued to the Project Manager.

3.05 Staffing

The Contractor shall employ, on this contract, only engineers fully trained and of sufficient breadth of experience to cope with the level of expertise which will be required in maintaining lifts from a diverse number of manufacturers. The Contractor shall provide qualified and competent engineers to always attend site to carry out maintenance and repairs etc. The Employers Representative reserves the right to technically approve and interview all proposed engineers. All Engineers attending site will have a minimum of NVQ3 in Lift maintenance.

The Contractor shall not sub-contract any works without the prior written approval of The Client. Where such approval is sought, it will be necessary to provide full details of the sub-Contractor and their employees a minimum of 14 days prior to carrying out the proposed works, otherwise delays may occur which will be the Contractor's responsibility.

The Contractor shall include for in this contract all required repairs or maintenance to be carried out outside normal working hours, when requested by the Client at no additional cost.

When CCTV cameras are to be installed in lift cars the Contractor will give their full cooperation to CCTV Contractors to achieve satisfactory installation and commissioning of the equipment.

Allowance is also to be made to work alongside the fire alarm Contractor to maintain any motor-room and shaft fire detectors and associated equipment.

The Project Manager or Client's Representative will carry out a technical audit to check the maintenance/repair works carried out and the logbooks are correctly completed. The Contractor shall also allow full access to any invoice and will not restrict the auditor from contacting suppliers direct to confirm retrospective invoices.

The Contractor's engineers shall be equipped with operational mobile telephones, and they shall always carry these. Such devices shall be used in accordance with the contractor's risk and method statements.

The Client shall have power to require the Contractor, subject to compliance with any statutory requirements, immediately to cease to employ in connection with the Contract and to replace any person deemed unfit to carry out their duties with the contract.

Any decision of the Client or the Client's representative under this condition shall be final and conclusive.

3.06 Lift Out of Service

If, for any reason, the Contractor or the Contractor's sub-contractors have to leave site and the lift(s) are 'out of service' for whatever reason, then the **Client must be informed** prior to them leaving site and out of service notices shall be posted at each landing.

If a firefighting lift is left out of service for any reason for a period of 24 hours or more then the lift contractor **MUST** inform the local fire authority. On reinstatement of the lift the local fire authority must be informed.

3.07 Discipline

The Contractor shall always ensure that their employees act in a fully responsible manner when on the client's premises. Particular attention is to be given to the fact that many of the lifts are located in public areas and unwarranted noise is to be avoided. The Contractor's employees shall take appropriate steps to always minimise noise both from themselves and tools in use, the use of transistor radios, cassette players and similar equipment is strictly forbidden.

Contractors and their sub-contractors' employees shall wear approved company attire which always displays the Contractor's logo when in attendance at the Client's premises. Approved safety footwear shall be always worn when on The Client's premises and the wearing of inappropriate footwear would be deemed adequate reason for requiring the employee to leave The Client's premises and the employee must be replaced on site by the Contractor within one hour.

The Contractor is to submit to the Client full details of all employees who by the nature of their duties are anticipated as possibly being required to attend the Client's premises. Identification must be carried by the Contractor's employees whenever they are on the Client's premises and must either be displayed or produced on demand as appropriate.

The Client reserves the right to reject any of the Contractor's employees if their actions are considered to be disruptive or detrimental to the operation of The Client's premises or do not comply with the requirements of this contract.

3.08 Safety

The Contractor shall make available to The Client a copy of their Company's Health and Safety Policy Statement and supporting documents as part of the tender process.

If the Contractor is of the opinion that any lift is, or is likely shortly to be, in a dangerous condition then the Contractor shall immobilise the lift temporarily and / or take such other temporary measures that are in the circumstances necessary and reasonable, provided that at that time the Contractor notifies the Project Manager immediately, verbally and by E-mail. In informing the Project Manager, the Contractor must give full details and reasons for the action which the Contractor has either taken or is recommending is taken. No liability will be attached to the Contractor because of implementing the foregoing.

Regular formal inspections and auditing of all units for quality of maintenance and safety standards by the Contractor's supervisor must be carried out quarterly as a minimum. During such visits the supervisor must sign the record card in the machine room to indicate that the visit has taken place and a report issued to the Project Manager detailing each lift installations

The Contractor shall comply and secure compliance by their workmen, sub-contractors, agents and servants, with the Health and Safety at Work Act 1974, any amendment thereto and all regulations and order made there under.

The Contractor shall comply with all safety requirements and procedures which apply to the location at which services have been provided which may be required of the Contractor by the Project Manager and will be proceeded with in a manner which is commensurate with good practice in the lift industry. It is the responsibility of the Contractor to be familiarising with such requirements and procedures and ensure that all employees comply with them.

Arrangements are to be made to ensure that all necessary works scheduled by Statutory Examination Reports are dealt with in a reasonable time period.

Site specific risk and method statements shall be in place upon contract commencement for each individual unit.

3.09 Rules for Contractors

The site rules for all contractors are detailed in Schedule 1 of this specification. The Contractor by entering this contract accepts that the Contractor must at all times adhere to and comply with ALL provisions contained within the document.

3.10 Terms of Payment

The terms of payment will be confirmed by the Client; however, it is expected to be Quarterly in arrears representing one quarter of the annual contact sum. Upon receipt of the invoice, the Client will endeavour to pay the Contractor within 30 days. This is subject to the invoicing being both correct and free from anomalies.

All pricing information shall be exclusive of VAT.

Invoices shall show the period, the lump sum for the maintenance work and the breakdown of all work for which the payment is being claimed for.

All non-maintenance invoices shall be presented on a per lift basis and a fully itemised list of the work being charged for will be incorporated into the invoice. A photocopy of the work sheet which shall indicate entry and exit times from site which shall be signed by the Project Manager or Client's representative and shall be attached to the invoice and any invoices submitted without this attachment and fully completed to the satisfaction of the Project Manager will be rejected.

Additional works shall be separately invoiced, and these shall be submitted monthly. Where such works are covered by the Schedules of Rates the schedules shall be strictly adhered to in preparing the invoice. All invoices shall include the Clients order number and the schedule number for the item from the specification.

Works authorised by the Project Manager which falls outside the scope of the contract and the schedule of rates shall be invoiced separately and fully detailed with the works involved and cross referenced to the Clients order number.

Where works are commissioned which are not covered by the terms of the contract or the pricing schedules then the following formula must be adopted. Sub-Contractor or vendor invoices where applicable + contractor's percentage on cost + labour at agreed contract rates + expenses = net cost, exclusive of VAT.

If invoices are presented which do not fully comply with the format as detailed, they will be rejected. All invoices shall detail the identity number of the lift involved, site location and VAT as a sum of money shall be included within the total monies being claimed.

No payment shall be made by the Client for any unauthorised service performed by the Contractor.

A schedule of accumulative costs shall be submitted each month showing the expenditure to date of non-contract repair works and misuse / vandalism as two separate totals.

The Client accepts no liability and/or responsibility for the late payment of the invoices, which have been incorrectly addressed by the Contractor.

3.11 Call Out Service

The Contractor shall provide a 24 hour, 7 days per week call-out and repair service for the duration of this contract.

The Contractor shall respond to all telephone calls made to their 24-hour call-out service by any Client employee. The Contractor shall attend site within the following constraints:

Breakdowns which are emergencies i.e., trapped person(s) inside the lift car – **60 minutes**.

Breakdowns which are not emergencies within **2 hours** (normal working hours).

Breakdowns which are not emergencies within **3 hours** (outside normal working hours).

These constraints shall apply throughout the course of the contract. Please note that it is the responsibility of the client to indicate which service they require. Therefore, the following categories should be used when requesting for Lift Engineer(s) to attend site:

1. Category A – To attend site within 60 minutes.
2. Category B – To attend site within 2 hours.
3. Category C – To attend site within 3 hours.

Notification of call-out(s) made to the Contractor after 2200 hours which are not emergencies, i.e., no trapped person(s) inside lift cars or the lift(s) are not in a dangerous condition, and at the client's discretion the Contractor may defer the works until the next day. The Contractor must then attend site at 0600 hours (main site) and 0930 (SCC site) the next day to commence work.

Where the Contractor attends to a call out where no fault(s) are found, the Contractor shall not charge the Client for attendances, travelling time and time on site under this contract as all invoices presented for payment by the Contractor will not be accepted for payment by the Client.

3.12 Repair Service

Repairs that are undertaken and cannot be completed by 2200 hours on that day, then works shall commence again at 0600 hours (main site) and 0930 (SCC site) the next day. Works must be carried out until the repairs are completed. At times during the contract, the client may request that repair works are completed on the day the works commenced. The Contractor shall carry out the client's request to the best of his ability and at no extra cost to the client.

Repairs undertaken because of equipment failure and any repairs are to take longer than 24 hours, the client is to be informed verbally and in writing by the Contractor's Supervisor forecasting when the repairs are likely to be completed. Under no circumstances shall any repair take more than four working days where such timescale has not been previously discussed and approved by the Client.

All planned repair works must have written approval from the client before the repair works commence.

The Contractor shall carry out all repairs required by LOLER inspections (Report of Thorough Examination of Lifting Equipment, Lifting Operations and Lifting Equipment Regulations 1998 (Regulation 9)) which is to be issued by the client's Insurers for all lifts mentioned in the tender return spreadsheet during the contract. The Contractor shall also include for rectifying all defects and faults etc listed on the previous reports which have not been completed by the previous Contractor.

All defects/faults indicated on the LOLER reports issued by the client's Insurers shall be rectified within two months of being issued to the Contractor by the client. If these works have not been completed within the designated time the next month's maintenance premium for each lift shall be withheld by the Client and subsequent monthly premiums until the works have been completed to the satisfaction of the Client's Representative. If a prohibition notice is issued by the insurer, then the Contractor shall attend site the same day of issue to carry out repairs to defects listed on the notice and advise the client once

all works have been completed so that the lift can return to service within the quickest possible time.

3.13 Health and Safety

The nominated Contractor shall within one week of receiving the order for the contract issue to the Client a copy of the company's Health and Safety Policy and all associated documents relating to this policy.

The Contractor shall, during the first 3 months of the contract, carry out full risk assessments of all the lift installations. The Contractor shall issue to the Client at the end of the 3 months a written report documenting their findings for each lift installation. The Contractor will repeat this exercise annually (every August) and issue reports for each lift to the Client. A copy of all risk assessment reports shall be kept in each lift machine room.

The Contractor shall carry out all works in compliance with the Health and Safety at Work Act etc 1974 and any amendments produced thereafter.

The Contractor's Supervisor shall carry out quarterly inspections and audits of all the lift installations for maintenance and repair quality and safety standards being carried out by the Contractor's employees. The Contractor's Supervisor shall ensure that after every visit the logbook in the machine room has been signed to confirm that the visit has been made and a condition report for each lift issued to the Client for comment.

The Contractor shall take any lift installation 'out of service' if he considers any lift installation to be in a dangerous condition. The Contractor shall immediately (within one hour) notify the client verbally and in writing giving details and reasons why the lift installation(s) have been taken out of service and recommendations to be taken to restore the lift installation(s) back into service.

Prior to every Quarterly meeting, an audit shall be carried out on 1No lift installations by the Client's representative and the Contractor's Supervisor. All faults found during the audits shall be rectified within 2 months of the audit date and confirmed in writing by the Contractor's Supervisor advising of the completed works. If these works have not been completed within the designated time the next month's maintenance premium for each lift shall be withheld by the Client and subsequent monthly premiums until the works have been completed to the satisfaction of the Client's Representative.

The tender return spreadsheet, which is included in this document, is a Schedule of Rates for Health and Safety Works which may require carrying out so that a lift(s) can be compliant with current statutory requirements and the lift industry safety standards. This schedule is to be fully priced and fixed for the duration of the contract (3 years).

3.14 Training

N/A

3.15 Auto-diallers

The Contractor shall regardless of manufacturer re-programme all installed auto-diallers fitted to lifts indicated in the tender return spreadsheet, so that the 1st number is the Client and the 2nd number dialled activates to the Contractors 24 hour call out service. The Contractor shall employ at their own expense manufacturers to attend site and re-

programme any auto-dialler that cannot be reprogrammed by the Contractor. The Client shall not incur any costs relating to these works.

3.16 Contract Period and Termination

The contract period will be as per section 2.03 of this document starting on the agreed date and finishing on the termination date. The contractor may remove themselves from the contact giving 6 months' notice in writing. The Client may terminate the contact with valid reason given 2 months' notice in writing.

3.17 Contractor's Liability

The Contractor's liability as stated in the form of tender, is the maximum value of any one occurrence that the Contractor will be liable for under the terms of the contract, except for misuse, third party interaction or if any parts are obsolete and a replacement is not available. If any works are invoiced above this cost the level of liability will be deducted from the final invoice.

The Contract Sum and tender spreadsheet are assumed to consider all costs of complying with the Contract including, but not limited to, the following:

All obligations as employer, including national insurance, tax, pensions, holidays, travelling expenses, subsistence allowances, bonus, and other proper emoluments and expenses under recognised working rule agreements.

The payment and recovery of and accounting for Value Added Tax (including the use of authenticated receipt forms issued by the Employer's Representative);

3.18 Governing Law and Jurisdiction

The laws of England and Wales apply to the Contract and its interpretation. The Parties irrevocably submit to the non-exclusive jurisdiction of the Courts of England and Wales.

4.00 Maintenance

4.01 Performance Related Maintenance

The basis of the Contractor performance is related to the number of “Call Outs” for breakdowns or malfunctions and by the amount of lift “Down Time” per lift per contract year. For the purpose of this contract, the following definitions will apply: -

“Call-Out” Shall mean when the Client’s Site Representative contacts the Contractor to report a breakdown or lift Malfunction and enters this information into the Employers on site call-out schedule and/or logbook.

“Down-Time” Shall mean the lift out of service time resulting from Failure or Malfunction but excluding that caused by abuse or misuse.

“Major Component Failure” Shall mean the Failure of any Component for which Repair or replacement would exceed two complete working days.

The Contractor shall agree to enter into a Performance Related Maintenance agreement as outlined below:

1. Performance will be measured by the amount of lift down time and the number of “call outs” in response to defective operation or malfunction.
2. If any lift is out of service for a period longer than 24 hours, then this shall be considered as an additional call out and for every 24 hours of down time thereafter, a further “call out” be registered, as far as supplementary payments and performance are concerned.
3. “Call Outs” due to misuse or vandalism and no faults found, as agreed by the Project Manager, shall be excluded from the calculations.
4. Comparison will be made between actual lift performance and planned lift performance and the Maintenance costs adjusted accordingly.
5. The required performance as defined in this document and duly signed by the tenderer, with which actual performance is compared, will be used to establish the degrees of supplementary payments between the Employers and the Contractor.
6. Required Performance will be reassessed by the Client and the Contractor at the end of each contract year. Should the Client wish to extend the contract for a further 1 year then the required performance will be reassessed again at 1 yearly intervals in order that the objective and incentives may be notified and adjusted accordingly. In the event of the Client and the Contractor not reaching agreement the required performance shall remain as existing and the Client may terminate the contract in accordance with this contract.
7. With the implementation of performance related maintenance, any proposed amendments to the agreed comprehensive maintenance schedule are to be submitted to the Client by the Contractor.
8. As high-quality maintenance is an absolute requirement to the effective functioning, refunds will be requested where breakdowns occur as a direct result of maladjustment of equipment, component failure or work which is considered to be sub-standard where this

could have reasonably been foreseen or response times on call outs exceed those required by the terms of the contract.

4.02 Key Performance indicators (KPI'S)

The Contractor shall be aware and agree to KPI's which are to be scaled from 0 to 5 on a monthly basis appertaining to their performance on each of the following items:

1. Response times to emergency callouts
2. Response times to non-emergency callouts
3. Completed maintenance visits
4. Attendance to meetings
5. Reports and schedules issued at meetings
6. Maintenance reports issued
7. Call-out reports issued
8. Completion of defects found on the insurance reports
9. Cleanliness of all lift equipment (identified during audits)

The Contractor shall be aware that the required benchmark for the Contractor's performance shall be three marks out of five. Marks scored below this benchmark (standard) may result in the Client terminating the maintenance contract with the Contractor, unless the Contractor can justly demonstrate reasons why their performance is not to the Client's required standard. In the event of the Contractor not being able to justify their poor performance, the Client may terminate this contract during any time within the first year period.

4.03 Quality Standards and Control

The Contractor is expected to take a pro-active attitude to the delivery and quality of service, making recommendations where improvements to Service and Quality can be achieved, including advising The Client of possible changes to their own procedures/facilities which may improve overall quality.

4.04 Deleterious Materials

The Contractor shall not use the following materials, either directly or within products whether specified or not: -

- Asbestos in any form.
- Sea dredged aggregates.
- Calcium silicate bricks.
- Urea formaldehyde.
- Materials containing fibres less than 3 microns diameter.
- Lead or material containing lead.

4.05 Protection of Products/Materials and Spares

Store materials off site or immediately prior to installation only in the designated are provided by The Client.

Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement. Prevent overstressing, distortion and any other type of physical damage.

Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored components.

Prevent excessively high or low temperatures and rapid changes of temperature in the material.

So far as possible keep materials in their original wrappings, packing or containers, with unbroken seals, until immediately before they are checked and incorporated into the works.

Products and materials which The Employer finds have suffered damage or deterioration shall be removed from the site and replaced by the Contractor at their own expense.

A COSHH cabinet will be provide by the Contractor in an agreed location to store all oil, grease, and paints, etc. All COSHH materials are to be stored in this cabinet and not retained on lift cars or in machine rooms or pits.

4.06 Occupied Premises

The building will be occupied and operational during the Contract. The contractor must carry out the services without undue inconvenience and nuisance and without danger to residents, staff, and the general public. Report to the Project Manager any circumstances, which will affect the operation of the building. The Contractor shall maintain through their staff and work people a high standard of service and conduct applicable to the site where the Works are carried out. The Client shall have the right to require the Contractor immediately on receipt of notice from the Project Manager to remove any of their employees on the site who has: -

- a) Failed to comply with the standards required.
 - b) In the opinion of The Client misconduct himself or been negligent or incompetent.
- The Contractor shall be responsible, for providing hoardings/dust proof screens, entrance barriers or protection necessary to minimise inconvenience to occupants of the building whilst carrying out their duties.

4.07 Risk to Health and Safety

The contractor must comply with all relevant enactments, regulations and working rules, and use products, methods of work and protective measures, which will minimise health and safety hazards.

Safe operation of the plant and its immediate environment is a fundamental part of good maintenance practice and should be always considered. Ventilation and adequate lighting is essential in access areas and machine rooms and any deficiencies in these areas must be brought to The Client's attention immediately.

Report immediately to the Client any potentially hazardous occurrences e.g., breaches of security, lights not working, defective floor finishes, leakage of hazardous substances etc. which will cause a risk to Health and Safety of the occupants and staff.

Label all cupboards used for storage of hazardous materials in accordance with COSHH guidelines and keep locked. Provide COSHH assessments for all substances retained on site.

The Contractor shall provide all necessary signs and notices, all in accordance with the current safety standards and Codes of Practice when maintenance works are undertaken where the public or occupants may have access.

Where services must be or are isolated, the appropriate notices shall be displayed and should be visible at all floor levels.

The Contractor shall be responsible for ensuring that all machine rooms, access rooms and pulley rooms etc are kept locked. Keys for these rooms are to be returned to the Project Manager or security prior to leaving site.

Make all necessary provisions and ensure emergency procedures are in place before working alone.

Asbestos: The Contractor shall instruct all personnel under his direct control as to the procedure required in the event of discovering asbestos or any other potential hazards.

The procedure shall be:

- i) Immediately stop work in that area.
- ii) To isolate the area as far as is reasonable practicable.
- iii) To advise the Client of the situation.
- iv) Under no circumstances shall any person disturb asbestos or suspect material without the written authority from the Client.

4.08 Protection

The Contractor will make all necessary action to protect against the following.

NUISANCE: Take all necessary precautions to prevent nuisance from smoke, noise dust, rubbish and other causes.

ENERGY WASTAGE: Take all reasonable precautions to reduce energy consumption. Turn off lights in machine rooms, plant rooms and shafts when leaving site.

FIRE: Take all necessary precautions to prevent personal injury, death, and damage to the Works or other property from fire.

SMOKING, DRINKING ALCOHOL AND USE OF CONTROLLED DRUGS is not permitted on the site.

Portable landing barriers will be used whenever working on a landing and when entering or leaving the lift cat top and pit.

4.09 Maintenance Service

The Contractor shall provide to the Client a maintenance service as described in Section 6 and 9 during normal business hours for the Equipment described in The spreadsheet in consideration for an Annual Maintenance Fee as set out in the form of tender spreadsheet. No extra charge will be incurred by the Client if maintenance or breakdowns are requested by the client to be carried out outside normal working hours.

The Contractor shall visit the Client's Premises each month or as scheduled during normal business hours to examine and to maintain the Lift Installations so that they are kept in good working order.

The Contractor shall provide a call-out service available on request from the Client 24 hours a day and use his best endeavours to rectify a breakdown or malfunction of the equipment and restore the Lift Installation(s) back to good working order. On receipt of such a request the Contractor shall send to the Client's Premises a Maintenance Technician or Engineer within the agreed response time as set out in Section 7 following receipt of the call.

The Contractor shall provide to the Client as part of the maintenance services at no extra cost all consumable items necessary to carry out the maintenance include lighting.

The Contractor shall only maintain Lift Installations listed in the tender return spreadsheet.

4.10 Supplementary Examinations

Included within the Maintenance Services, the Contractor shall provide to the Client an Examination and/or Testing Service. This means those Examinations and/or Tests and Certificates in compliance with SAFed and as requested by insurance bodies to the tender spreadsheet for clarity, these will constitute a level of LG1 under the previous testing regime, all tests outside this remit will be subject to extra cost.

The Contractor shall, visit the Client's Premises during normal business hours and carry out such testing, inspection, examination, investigation and/or assessment of the Equipment as maybe required by the Client and for whatever purpose stipulated by the Client. The Client shall state in writing the purpose for which he requires the report.

The Client shall grant to the Contractor for the purposes of the testing, inspection, examination, investigation and/or assessment access to the Equipment and make available all manuals, as fitted drawings, system logs, and/or records pertaining to the Equipment.

The Contractor shall produce and issue to the Client a written report and certification of any testing, inspection, examination, investigation and/or assessment undertaken and execution of any repairs by the Contractor.

4.11 Emergency Service

Included within the Maintenance Services, the Contractor shall provide an Emergency Service for the safe release of trapped passengers to the Client for the Lift Installations listed and described in the tender return spreadsheet.

The Contractor shall make Emergency Maintenance Service visits on request to the Client's Premises. The Contractor shall use his best endeavours to rectify a break down and /or malfunction of the Lift Installations listed in the tender return spreadsheet. On receipt of such a request, the Contractor shall send to the Client's Premises a Technician or Engineer within the agreed response time as set out in Section 3.11 following receipt of the call, the Maintenance Technician or Engineer may adjust, repair, test any malfunctioning or broken Equipment as he deems necessary to restore Lift Installation (s) to good working order.

The Contractor shall make available to the Client an Emergency Maintenance Service, at the Client's request, for Equipment damaged by fire, flood, vandalism or causes other than ordinary usage.

If the Contractor fails to achieve the required response time, any cost incurred to release trapped passengers will be recovered from the service premium.

4.12 Parking

A parking space for Service Engineer's vehicles is available on site and should be allowed for within the contract. The Greenwich site has parking available, the main museum has a couple of contractor parking bays which are on a first come first serve basis. Parking at either site when not working onsite is not allowed.

5.00 General Conditions of Contract

These Conditions may only be varied with the written agreement of the Client. The Clients terms and conditions override in all cases.

5.01 Contract Discrepancies

Where there are found to be discrepancies or conflict between the contract conditions and this document, such discrepancies shall be brought to the attention of The Client before the tender return is issued.

5.02 Contract Changes

The client may from time to time by notice in writing vary the Contract by the addition or omission of Lift Installations thereof and the value of any such addition or omission shall be ascertained based on such fair prices as may be agreed therefore between the Client and the Contractor, based on the prices in the tender return.

5.03 Definitions

In this agreement the under-mentioned expressions or words shall have the following meanings:

The Contractor - [lift Company], its directors, employees, servants, agents or subcontractors.

The Client/Employer - [Horniman Museum], its Directors, employees, agents, tenants, lessees or sub-lessees.

The Clients/Employers Representative - [Project Manager].

'The Premises' - address of Client.

'Normal business hours' - [0800] to [1800], Monday to Friday, each week of the year excluding all statutory holidays.

'Equipment' - all items listed and/or described in the tender return spreadsheet.

'Lifts' - The Lifts whether intended for passenger or goods or both set out in this specification and any additional lifts which may be required to be added to this contract.

The term 'Purchase Order' shall mean the Clients Purchase Order which specifies. that these conditions apply to it.

'Contract' means the contract between the Client and the Contractor consisting of the Purchase Order, these Conditions, the Specification, the Form of Tender and any other documents (or parts thereof) specified in the Contract.

'Maintenance' means the combination of all technical and associated administrative

Lift Maintenance Specification actions intended to retain an item in or restore it to a state in which it can and will continue to provide its designed purpose without deterioration.

Breakdown Service means the operation of restoring an item to fulfil its original function after failure in its performance.

`Consumables' means the Contractor shall be responsible for supplying all consumables as specified in this specification.

`Supplementary Tests' means those examination and/or tests and certificates necessary in compliance with the Safety Assessment Federation – SAFed to ensure that the lift installations operate in a safe condition.

`Contract Daywork Schedule' means the schedule of rates for labour, materials and plant submitted with the tender.

`Materials' means goods, plant, components, equipment and/or other items required for incorporation in the Works.

'Annual Maintenance Fee' - the sum set out in the form of tender.

'VAT' - Value Added Tax

5.04 Warranty

The Contractor undertakes to the Client to use all reasonable skills and care in the execution of Maintenance, Emergency Maintenance, Repairs, Replacement and Examination and /or Testing Services and all other work carried out in accordance with this specification.

5.05 Contractor General Responsibilities

The Contractor shall visit the site to inspect the equipment and shall inspect any as fitted drawings and Operating and Maintenance Manuals available on site although the accuracy of these cannot be guaranteed.

The Contractor shall take all necessary measures to ensure work is executed with absolute minimal disruption and inconvenience to staff and students and determine procedures, regarding access routes, parking, unloading, working hours and access to communal areas. Do not use the site for any purpose other than carrying out the works.

The Contractor is to ensure all risks to Health and Safety is minimal. The nature and condition of the site/building cannot be fully and certainly ascertained, and it shall be the Contractor's responsibility to determine any risks present which may affect execution of this contract and provide the necessary protection and procedures required to safely complete the work.

The Contractor is deemed to have inspected the Premises where the Services are to be performed before submitting a tender so as to have satisfied himself as to the

nature and extent of the Services to be carried out and any other conditions affecting the completion of the works. The Client shall grant such access to the Contractor as may be reasonable for this purpose.

Within 42 days of this Agreement coming into force from the date stated in Section 4 the Contractor shall provide the Client with a list of spare parts which are to be kept at his Premises for use by the Contractor in the essential maintenance of the Client's Equipment.

The Contractor shall ensure that all rubbish and waste resulting from the provision of Services or other work performed under this Agreement, is removed from the Client's Premises at the end of each visit, or by a time agreed by the Contractor and Client.

The Contractor shall ensure, insofar as it is reasonably practicable to do so and subject to the Equipment Manufacturer's recommendations that all consumables, materials and parts supplied by it to the Client in accordance with this Agreement are:

- (i) Bio-degradable, and/or
- (ii) Environmentally acceptable, and/or
- (iii) Ozone friendly.

The Contractor shall provide and include for all costs associated with the Works for his use including: -

- Plant, tools, test equipment, chemicals, spare parts, and sundry materials.
- Temporary lighting, small plant, and tools.
- Temporary plant and equipment to maintain operations in breakdowns.
- Offloading, hoisting, and handling of all materials and plant.
- Access to the works.
- Administration and security.
- Transport for workpeople.
- Protecting the Works.
- Safety, health, and welfare of workpeople,
- Removing rubbish, protective casings, and coverings away from the site and cleaning the works on completion.
- Temporary screens, hoardings, guard rails, landing barriers, scaffolding and similar items.
- Control of noise, pollution, and all other statutory obligations.
- All necessary attendances in connection with examination and/or tests in compliance with SAfed.
- Notices and first aid arrangements.
- All necessary management and supervision of the Works.

The Contractor shall provide a competent person in charge, whose sole responsibility shall be the daily co-ordination, supervision and administration of the works including all sub-contractors.

The Contractor shall obtain manufacturers literature, as fitted/schematic drawings etc to carry out this contract where O&M manuals, as fitted drawings etc cannot be produced by the Client.

The Contractor is deemed to have familiarised himself with the present conditions of the Installations and submit prices; accordingly, additional changes to the maintenance contract will not be accepted.

5.06 Clients Responsibilities

The Client shall allow to the Contractor access to the Premises and the Equipment thereupon at all agreed times or in the case of an Emergency under section 7, immediately.

The Client shall allow the Contractor whilst on the Client's Premises to use, without charge, water and/or electricity necessary for the performance of any service or other work under this Agreement.

The Client shall allow the Contractor whilst on the Client's Premises the free use of designated toilets and welfare facilities.

The Client shall notify the Contractor in writing of any changes and/or alterations made either to the Premises or the Equipment listed in the tender return spreadsheet. Any such change of alteration may give rise, at the Contractor's discretion, to charges in addition to the Annual Maintenance Fee as set out in the tender return spreadsheet.

The Client states that they are the beneficial owner of the Equipment or, has the right to authorise any service or other work provided for expressly in this Agreement.

The Client shall notify the Contractor promptly if the Equipment malfunctions.

The Client shall not permit anyone other than the Contractor to maintain the Equipment listed in the tender return spreadsheet on the Clients Premises without written permission of the Contractor during the contract period.

The Client undertakes to comply with the safety regulations, statutory or otherwise, in force from time to time, and at all times observe conform or comply with all statutory and other regulations applicable to the Equipment so as to provide a safe working environment for the Contractor. The Client shall indemnify and keep indemnified the Contractor from and against all or any breach or non-compliance therewith or non-performance of any obligations there under.

5.07 The Replacement and Reconditioning of Parts

The provision of a Maintenance, Repair, Replacement, Emergency and Examination and/or Testing Service under this Agreement includes the replacement or reconditioning of all equipment, parts and components of the Client's Lift Installations.

When in the Contractor's opinion, during either the provision of Maintenance, Emergency Maintenance, Repair, Replacement and Examinations and/or Testing Service, the replacement or reconditioning of any part or parts of the lift installations, listed in the tender return spreadsheet, is changeable due to misuse/vandalism only, the Contractor shall submit to the Client a cost estimate for the replacement or reconditioning of any part or parts required.

The Contractor's cost estimate of parts to be replaced due to misuse/vandalism shall be based on the net cost of the parts and /or materials plus a percentage figure as set out in the form of tender.

The Contractor shall in accordance with clause 5.10 supply replacement parts and/or material for the Equipment as recommended by the manufacturer or supplier of the Equipment or their equivalent.

Where upgrade of equipment is necessary owing to obsolescence then the Contractor shall only charge the Client for the obtaining and supply of any part/component. Installation, testing and commissioning shall form part of the Contract.

5.08 Other Works

The Contractor may from time to time at the written request of the Client undertake other work which is not covered by this Agreement. Such other work is to be of a like nature and may include but is not limited to, the installation of equipment relating to health and safety or modification/upgrading of equipment.

The Contractor on receipt of a request from the Client for the execution of other works shall within a reasonable period submit a written estimate for that work to the Client.

5.09 Duration

This Agreement comes into force on the date stated in the form of tender for a period as stated in the form of agreement.

5.10 Contractors Staff

It shall be a fundamental condition of this Agreement that the Client and/or his agents shall not offer any inducement bribe or other advantage to any employee of the Contractor with a view to enticing such employee to work directly for or enter the employment of the Client, and the Client undertakes and agrees actively to discourage any such approaches from any employee of the Contractor. In the event of any breach by the Client of this condition, this Agreement shall be terminated forthwith, and the Contractor reserves the right to take all necessary proceedings to recover any loss or damage resulting from such a breach.

The Services shall be executed with due diligence and to the Client's requirements and satisfaction in all respects. All persons employed by the Contractor in the performance of the Contract shall be possessed of qualifications and competence appropriate for the task for which they are employed.

The Client shall have the power at any time during the progress of the Service to order the removal of any of the Contractors personnel, without being liable to give reasons for any such action and without liability for costs of removal or replacement.

5.11 Assignment of Contract

The Contractor shall not, without the consent in writing of the Client, assign or transfer the Contract, or any part, share or interest therein. No instalment or other

sum of money to become payable under the Contract shall be payable to any other person than the Contractor unless the consent of the Client in writing to the assignment or transfer of such money to such person be produced when such payment is claimed as due.

5.12 Sub Letting

The Contractor shall not sub-let any part of the Contract without the previous consent in writing of the Client.

If, in the opinion of the Client, Work to examine and repair equipment covered by the scope of this Contract requires the service of the manufacturer or the manufacturer's approved engineers, the Contractor shall arrange at his own expense, for the manufacturer or the manufacturer's approved engineer to examine the equipment and submit a written report on and execute any necessary repairs.

The Contractor shall be responsible for any sub-contractor employed by him in connection with the Work.

The Contractor shall make good any loss suffered or expense incurred by the Client by reason of any default or failure, whether total or partial, on the part of any subcontractor.

Any decision of the Client under section 5.15 of this document shall be final and conclusive.

5.13 Damage During the Works

All items brought to the site(s) by, or on behalf of, the Contractor (including any items provided by the Client) shall stand at risk and be in the sole charge of the Contractor, and the Contractor shall be responsible for and with all possible speed make good any loss or damage thereto arising from any cause whatsoever including the Accepted Risks. The cost of making good such loss or damage shall be wholly borne by the Contractor, save that:

Where the loss or damage is wholly caused by the neglect or default of a servant of the Client acting in the course of his employment as such, the Client shall pay the Contractor for making good such loss or damage and for providing any necessary temporary services; where it is partly caused by such neglect or default the Client shall pay the Contractor such sum as is proportionate to that servant's share in the responsibility for the loss or damage:

Where the loss or damage is wholly caused by any of the Accepted Risks the Client shall pay the Contractor for making good the loss or damage; where it is partly so caused, the Client shall pay the Contractor such sums as is proportionate to the share of any of the accepted risks in causing the loss or damage.

5.14 Recovery of Sums Due from The Contractor

Whenever under the Contract any sum of money shall be recoverable from, or payable by, the Contractor, such sums may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become

due to the Contractor under or in respect of the Contractor any other Contract with the Client.

5.15 Facilities for Other Works

The Client shall have power at any time to execute other Works (whether or not in connection with the Work) on the site(s) contemporaneously with the execution of the Work and the Contractor shall give reasonable facilities for such purpose:

Provided that the Contractor shall not be responsible for damage done to such other Works, except in so far as such damage has been caused by the negligence, omission or default of his work people or agent; and any damage done to the Work in the execution of such other Works shall be deemed to be damage which is wholly caused by the neglect or default of a servant of the Client acting in the course of his employment as such.

5.16 Admission to Site

The Contractor shall take the steps reasonably required by the Client to prevent unauthorised persons being admitted to the Site. If the Client gives the Contractor notice that any person is not to be admitted to the Site, the Contractor shall take all reasonable steps to prevent that person being admitted.

If and when instructed by the Client, the Contractor shall give to the Client a list of names and addresses of all persons who are or may be at any time concerned with the Works or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars as the Client may reasonably require.

The decision of the Client as to whether any person is to be admitted to the Site and as to whether the Contractor has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.

The Contractor shall bear the cost of any notice, instruction or decision of the Client under this Condition.

5.17 Passes

Where passes are required for admission to the Site, the Client shall issue them to the Contractor. The Contractor shall submit to the Client a list of the names of the work people and any other information the Client reasonably requires for this purpose. The passes shall be returned at any time on the demand of the Client and in any case on the completion of the Works.

5.18 Photographs

The Contractor shall not at any time take any photograph of the Site or the Works or any part of them and shall take all reasonable steps to ensure that no such photographs shall at any time be taken or published or otherwise circulated by any person employed by him unless the Contractor has obtained the prior written consent of the Client.

5.19 Value Added Tax

This Condition is applicable only where the Contractor is registered as a taxable person for Value Added Tax purposes under the Value Added Tax Act 1983 or any statutory modification or re-enactment thereof or is treated as liable to be so registered.

The Contractor shall determine whether Value Added Tax is chargeable on any or all of the goods and services to be supplied under this Contract and shall add the properly calculated amount of the Value Added Tax to the tax invoice or other document submitted for the supplies made, in accordance with the conditions published by HM Customs and Excise.

5.20 Variations of the Services

The Client reserves the right by notice to the Contractor to modify the quality or quantity of the Services. Any alterations to the Contract price or the completion date arising by reasons of such modification shall be agreed between the parties.

5.21 Auditing

The Contractor shall keep and maintain until two years after the Contract has been completed records to the satisfaction of the Client of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred in connection with any employees of the Contractor paid for by the Client or his representatives and shall allow such access to those records as may be required by the Client or his representatives in connection with the Contract.

5.22 Intellectual Property Rights

The Contractor shall not infringe any patent, trademark, registered design, copyright or other right in the nature of industrial property of any third party. All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patents, model, designs, or other materials. The Contractor's prices shall include all royalties, licence fees or similar expenses in respect of the manufacture, use or exercise by the Contractor of any invention or design for the purposes of performing the Contract. The Contractor shall fully indemnify the Client against all actions, claims, proceedings, demands, damages, costs, charges, and expenses arising from or incurred by reason of any infringement or alleged infringement of any patent, registered design, copyright or other intellectual property right by the use or possession of any Goods or Services supplied under the Contract.

The provisions of this Condition shall not only apply during the continuance of this Contract but also after its termination howsoever arising, without limitation of time.

5.23 Default

If the Contractor fails to carry out promptly any of the Client's instructions, and fails within 10 days of notice by the Client drawing attention to such failure to take such steps as reasonably satisfy the Client, the Client may, without prejudice to any other of his rights, carry out Works at the risk and expense of the Contractor. If the Contractor commits a breach of the Contract and fails within 10 days of notice by the

Client to take such steps as reasonably satisfy the Client to rectify such breach, the Client may, without prejudice to any other of his rights, terminate the Contract forthwith by notice to the Contractor. Thereupon, without prejudice to any other of his rights, the Client, may himself complete the Works or have it completed by a third party, using for that purpose (or making a fair and proper payment thereof) all materials, plant and equipment on the site belonging to the Contractor, and the Client shall not be liable to make any further payment to the Contractor until the Works have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from the Contract price (ascertained in accordance with the terms and conditions of the Contract) any additional cost incurred by the Client. If the total cost to the Client exceeds the said Contract price, the difference shall be recoverable by the Client from the Contractor. Under such circumstances, no further payments which may be due or become due to the Contractor shall be payable until the final cost of purchasing the alternative Services over the remainder of the Contract period have been established.

5.24 Contractor's Insolvency

Without prejudice to any other rights or remedies of the Client under the Contract the Client shall have the right forthwith to determine this Contract by written notice to the Contractor or his trustee in bankruptcy or receiver or liquidator or administrator if the Contractor shall have a receiver appointed over all or a substantial part of his or its assets or be declared bankrupt or shall go into liquidation or have an administrator appointed to manage its affairs.

5.25 Notices

Any notice under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, Email, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Purchase Order, or to such other address as the party may by notice to the other have substituted therefore, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

5.26 Works Instruction

All Orders for Work (or the supply of labour and/or materials) shall be in writing and shall state a time within which the Work (or supply) shall be completed.

The Contractor shall carry out each Order by the date for completion stated on the Order and the client shall certify the date on which the Works under each Order are completed. Provided that, if the Contractor shall be prevented by circumstance beyond the Contractor's control from completing the Work (or supply) by the date for completion and shall give notice in writing to the client that the Order will be delayed, the client shall make such extension of time as it shall deem reasonable.

All Orders varying or modifying the terms of any previous Order(s) or cancelling any previous Order(s) shall also be in writing.

5.27 Provision of Equipment

The Contractor shall provide, unless otherwise stated, all requisite plant and equipment for the proper execution of all work which the Contractor is required to carry out under the Contract, including scaffolding, tackle, machinery, tools or other appliances and everything necessary for the use of the Contractor's workpeople and shall be responsible for the carrying thereof to the location where they are required and for any necessary erection, subsequent removal and making good.

The Contractor shall provide all materials necessary for the execution of any Work it is ordered to carry out under the Contract.

The Contractor shall be responsible for the supervision and administration of all subcontracts and shall arrange programmes with each subcontractor to permit the Works being completed by the date for completion.

5.28 Valuations for Alterations or New Works

Subject to Clauses 3.10 of this contract, the value of the Work (or labour and/or materials supplied) in each order shall be determined by reference to the tender spreadsheet or the following:

By measurement and valuation in accordance with fair rates and prices

Based on the value of the materials used and of the labour and plant employed thereon at the Contract rates for daywork.

For materials supplied by the Contractor which are not included in the rates and prices in the Schedule of Rates, the Contractor shall be reimbursed based on his or his supplier's invoice provided that the Client is satisfied that the price is fair and reasonable.

5.29 Invoices for All Alterations and New Works

For every delivery of materials supplied, the Contractor shall provide to the Client the original receipted invoice, together with a copy for the execution of any Order where those materials are not included in the rates and prices in the Schedule of Rates. The Contractor shall provide assistance with every appliance and any other thing necessary to enable the Client to count, weigh or measure the materials. The Client shall give to the Contractor a receipt specifying the description, quantities, weight, or measurement of the materials approved.

If it is impractical for the Contractor to provide original receipted invoices, he may supply copies which have been certified as true copies by a responsible person empowered to sign on behalf of the Contractor.

If the Client requires, the Contractor shall make the original receipted invoice available for inspection at the Contractor's office.

5.30 Day Work in Connection with Alterations

The Contractor shall give to the Client reasonable notice of the commencement of any Work (or supply of labour and/or material) to be executed by Daywork and shall deliver to the Client within one week of the end of each pay week a return in the form required by the Client, giving full details of labour, materials, and plant for that pay week.

5.31 Materials, Work and Their Execution and Conformance to a Specification

All materials shall be of new manufacture and the Contractor shall, upon request from the Client, prove to the Client's satisfaction that the materials so conform.

The Client shall have power at any time to inspect, examine and test any part of the Works or any materials intended to be used in or on the Works, either on the Premises or at any factory or workshop or other place where such parts or materials are being constructed or manufactured. The Contractor shall give all such facilities as the Client may require for such inspection, examination, and testing.

If, at the discretion of the Client an independent expert is employed to make any Additional testing, then all charges shall be borne by the Contractor only if the test discloses that the said materials are not in accordance with the provisions of the contract. The report of the independent expert shall be final and conclusive.

The Works shall be executed to the satisfaction, in all respects of the Client.

5.32 Defect Liability for New Works and Alterations

The Defects Liability Period for the Works under any order shall be 12 months after the date upon which the Client certified that the Works under the order were completed.

In respect of the Works executed (or materials supplied) under any order, any defect which may appear within the Defects Liability Period arising from any failure or neglect on the part of the Contractor in the proper performance of the order or from frost occurring before completion of the Works shall be made good by the Contractor at his own expense (provided that he shall not be required to make good at his own cost any damage by frost which may appear after completion unless the cause of such damage arose at a time before completion).

The Client shall give the Contractor notice of any defects under an order requiring them to be made good not later than fourteen days after the expiration of the Defects Liability Period. If it becomes necessary for the Contractor to make good any defective portions of the Works under this Condition, the provisions of this Condition shall apply to the portions of the Works so made good until the expiration of this Defects Liability Period or of six months from the date of such making good, whichever is the later.

In case of default by the Contractor, the Client may provide labour and/or materials or enter into a Contract or contracts to make good such defects and all costs and expenses consequent thereon shall be borne by the Contractor and shall be recoverable from the Contractor by the Client.

5.33 Regulations

The Contractor shall comply at all times but not limited to the following regulations:

- Health and Safety at Work Act etc 1974.
- The Control of Pollution Act.
- The Local Authority, Gas, Water and Electrical Regulations.
- The Fire Authority Requirements.
- The Building Regulations.
- All relevant BS Codes of Practice.
- BS7671 IEE Regulations incorporating all amendments.
- The Electricity at Work Regulations
- The requirements lay out by the Safety Assessment Federation (SAFed) incorporating all amendments.
- Regulations under the Factories Act where applicable.
- Regulations under the Shops, Railways Premises Act where applicable.
- BSEN81 (all relevant parts). -Safety Rules for Construction and Installation of Lifts.
- BS5655 – Lift and Service lifts (all relevant parts).
- BS7255 – Code of Practice for Safe Working on Lifts.
- BS6440 – Powered Lifting Platforms for use by Disabled Persons Code of Practice.
- BS5900 – Specification for Powered Domestic Lifts with Partially Enclosed Cars.
- Disabled Discrimination Act (DDA).
- BS302 – Wire Ropes for Lifts and Hoists.
- BS6977 – Braided Travelling Cables for Electric and Hydraulic Lifts.
- BS2853 – Design and Testing of Overhead Beams.
- BS476 – Fire Tests.
- BS921 – Rubber Mats.
- BS1363 – 13 Amp Fused Plugs.
- BS4568 – Conduits.
- BS4678 – Trunking.
- BS5000 – Rotating Machines.
- BS9999- Fire
- BS6004 – PVC Insulated Cables.
- The Provision and Use of Work Equipment Regulations 1998 (PUWER).
- The Lifting Operations and Lifting Equipment Regulations 1998 (LOLER).
- Management of Health and Safety at Work Regulations 1992 (MHSWR).
- Workplace (Health, Safety and Welfare) Regulations 1992 (WPR).
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995(RIDDOR).

5.34 Quality Standards and Control

GOOD PRACTICE: Where and to the extent that materials, products and workmanship is not fully detailed or specified they are to be:

Of a standard appropriate to the Service and suitable for the purposes stated in or reasonably to be inferred from the documents.

Where a choice of manufacturer or source of supply is allowed for any particular product, the whole quantity required to complete the work must be of the same type, manufacture and/or source unless otherwise approved. Produce written evidence of sources of supply when requested by the Client.

If products are prone to deterioration or have a limited shelf life, order in suitable quantities to a programme and use in appropriate sequence. Do not use if there are any signs of deterioration, setting or other unsatisfactory condition.

Any substances used in carrying out the services must comply with the latest Control of Substances Hazardous to Health (COSHH) Regulations. Check all delivery tickets, labels, identification marks and where appropriate the products themselves to ensure products comply with the manufacturers and specification requirements.

PERFORMANCE MONITORING:

The Client shall carry out spot checks of the service for compliance with the specification. The Contractor shall afford the client or his representative full access to monitor the Maintenance documentation and day to day performance of the contract.

5.35 Method Statements and Permits to work.

Method Statements, Risk assessment and associated permits to work are considered an essential part of the contract. The Contractor shall be responsible for the checking and issuing of all permits to work. Permits to work will need to be issued for:

- a) All visits to the sites to carry out works.
- b) Any hot work permits shall be issued by the Client.

The Client will check the operatives permit to work on each visit to site. Failure to produce this information may, at the Client's discretion, result in refusal to access on to the site.

6.00 Maintenance Service Levels

The standard BS EN 13015:2001 Maintenance for lifts and escalators – Rules for maintenance instructions together with the specification below will form the basis of the maintenance requirements.

Normal working hours for carrying out maintenance works are from 0800 to 1800 hours, Monday – Friday inclusive for fifty-two weeks of the year. A planned programme of maintenance, scheduling the date when each unit will be out of service for maintenance is to be provided to the Employer on the tender return spreadsheet at each meeting. Should the Contractor wish to deviate from the programme after submission to the Client, the Contractor must first obtain the Client's approval. A detailed Maintenance Schedule (Logbook) for each lift is to be sited in a position to be agreed, within the lift machine room for each unit. The schedule shall be contained in a plastic or hard back cover and shall reflect the frequency of maintenance operation of each item of equipment per lift and shall be based on the outline schedule given within this document. The document shall be prepared and submitted with the tender, and it should be noted that no contract will be entered into until this document has the final approval of the Client. On completion of each maintenance visit, the maintenance record card shall be dated and signed by the Service Engineer carrying out the work. Should any maintenance visits not be recorded as detailed appropriate credits against the contact value will be required.

6.01 Exclusions

Excluded from the Contractors responsibility are:

The decorative finishes (excluding lighting, 2-way communication units, speech synthesisers, car and landing indicators, call push buttons and key switches etc) within the car enclosure, car, and landing entrances.

Provision of access to buried piping and buried cylinders on hydraulic lifts.

Vandalism or misuse of equipment by others which can be proven by the Contractor.

The incoming main supply cable to the main isolator and distribution board in machine room.

The incoming telephone lines for, e.g., two way communication units and modems.

6.02 Inclusions

The Contractor shall include for the correct adjustment, repair and or replacement, when conditions warrant, of all equipment, components and parts of the lift installations not specified in section 6.01, to maintain a reliable service within the building and to include all machine room and shaft lighting and power sockets and all two way communication installations.

All lamps installed throughout each lift installation, including indicator lamps, car lighting, motor room lighting and shaft lighting etc and shall be checked during every maintenance visit, where defective lamps are to be replaced.

Cleaning of all lift equipment and flooring in the machine rooms and pulley rooms (where applicable) and lift shaft equipment, flooring shall be cleaned so that all are kept clean at all times and free from rubbish and potentially inflammable material. It is essential that all build-up of oil and fluff on shaft guide rails and car guide shoes and fluff on ropes, rope guards and car panels are removed immediately when evident during service visits.

The Contractor shall, during the first three maintenance visits of each lift installation, clean the machine room equipment and flooring and carry out a full shaft clean down including equipment, lift car fabric, structures and floor etc. The whole of the lift installation should therefore be kept clean throughout the contract period. The Contractor shall again carry out complete clean downs of each shaft and machine room during each August service visit thereafter.

The Contractor shall provide all cleaning materials and lubricants necessary to carry out the maintenance of each lift installation. Please note that all lubricants and hydraulic fluids shall be of the type specified by the original lift manufacturer's specifications.

The Contractor shall provide all necessary tools and equipment required to facilitate the safe release of passengers, i.e. door release keys, brake release keys, hand winding wheels etc and shall be readily available at all times within the machine room. This equipment shall be clearly identified and readily accessible and positioned on a purpose made tool board which is to be placed in each machine room.

The Contractor shall carry out as part of this contract the SAFed supplement tests A1,A2, A3, A7 and either A8,A9 or A10 depending on the equipment installed annually, Please note that, all amendments when produced shall be complied with by the Contractor.

The Contractor shall allow for the re-programming of the installed auto-dialler unit, if it is not possible to re-programme then the Contractor is to allow for the replacement of the unit.

The schedule referred to in the tender return spreadsheet shall be kept up to date by the Contractor and shall be provided for comment at every monthly maintenance meeting. Certificates shall be submitted by the Contractor for each examination and/or test which has been carried out at the next Maintenance meeting.

The Contractor shall provide all necessary entrance barrier guards which shall be placed in front of the landing door entrances where work is to be carried out. No work shall commence until the barrier(s) are in place.

The Contractor shall place purposely made 'Out of Service' notices adjacent each landing door, whenever a lift is to be taken out of service or when attending to a breakdown. The design of these notices and method of retaining them at each landing shall be submitted for approval prior to commencement of the contract.

The Contractor shall provide the Insurance Surveyor with assistance on request out his six-monthly inspections of the lifts.

The Contractor shall provide the Fire Alarm Engineer with assistance on request when carrying out any installations/repairs and/or testing/inspections of any fire alarm devices (ie smoke detectors/ sounders) which are to or have been installed in the machine room and/or shaft.

The Contractor shall provide the CCTV Engineer with assistance on request when carrying out any installations/repairs and/or testing/inspections of any CCTV devices which are to or have been installed in the machine room, lift car and/or shaft.

The Contractor shall be responsible for obtaining all information required, i.e., schematic drawings for fault finding, technical information etc, to carry out his contractual obligations at no extra cost to the client.

The Contractor shall paint all moving parts yellow, including counterweight (whether visible or protected by guards) in the machine rooms and lift shafts within the first 12 months of the contract.

The Contractor shall upon knowledge that a lift(s) has failed and out of service because of vandalism/misuse, the Contractor shall not proceed further until the client has been informed verbally and by fax and authorisation has been given by the client in writing to proceed with the repair if the total cost of the repair exceeds £250.00.

The Contractor shall, where fitted; clean all electronic detectors, safety curtains, photocells etc fitted to lift car doors, frames etc during every maintenance visit. Any call out due to dirt on any of these items and an invoice raised and presented for payment shall not be considered for payment.

The Contractor shall be responsible for all inherent faults and defects found on the lifts, which are to be attended to and rectified by the Contractor under this contract within the first three months from the start of the contract. All inherent faults and defects found on lifts added to the contract shall be the responsibility of the Contractor once the Contractor has accepted the lift(s) and are part of the Contract.

The Contractor shall be responsible for cleaning all landing and car door tracks of each lift during each maintenance visit. The Contractor shall not charge the Client for any related callouts to debris in the tracks, unless the Contractor can demonstrate that the tracks are cleaned during every service visit.

The Contractor shall employ and arrange for a Specialist Cleaning sub-contractor to attend site on an annual basis during the contract to completely clean and disinfect under all external platforms. The Specialist Cleaning sub-contractor shall always wear the correct protective clothing when on site and when removing materials, debris etc from under the platforms as urine, needles may be present.

The Contractor shall be always present when the Specialist Cleaning sub-contractor is on site. The Specialist Cleaning sub-contractor shall attend site every November during the contract and shall advise the Project Manager, 2 weeks prior to attendance.

6.03 Lift Maintenance Procedures

The following information outlines the minimum maintenance standard and frequency of service visit requirements. If the Contractor wishes to offer an alternative schedule, this will be considered without obligation if it can be demonstrated that it is equal to or has advantages over the following:

The following times which have been produced, are on a per lift/per visit basis and shall be the minimum times accepted. The following times produced shall not include for any travelling time, repairs or replacement being carried out. The following times shall be the time spent carrying out maintenance only.

The following abbreviations are used:

Monthly	M
Every other Month	2M
Quarterly	Q
Every Sixth Month	SM
Annually	A

The following is a guide to the minimum hours to be spent on a maintenance programme.

Lift Type	Hours	Frequency
Gearless and geared lifts in group configuration	2	M
Passenger lifts/ large goods lifts (duplex and single Installation).	2	M
Small goods lifts (non-passenger carrying).	2	2M
Micro lifts/service lifts/dumb waiters	2	Q
Wheelchair lifts/disabled lifts	2	Q
Platform lifts	2	Q

6.04 Frequency of Maintenance on Passenger and Goods Lifts

The following frequency of maintenance is to be carried out as a minimum standard.

Equipment	Standard	Frequency
Gearbox	The gearbox casting shall be regularly cleaned.	2M
	The inspection cover shall be removed and	2M

	crown wheel. checked for marking. Any running noises shall be noted and wear to the trust race and other bearings reported and replaced when conditions warrant.	
	The gearbox oil shall be checked for viscosity and condition. If required, replace if degradation is evident.	2M
	All lubricant levels shall be maintained to the levels recommended by the lift manufacturer.	M
Motors/Generator sets	Motor bearings shall be checked for wear and correct lubrication levels.	M
	All DC motors shall have their brush wear thoroughly cleaned, carbon deposits removed from the commutators and field windings.	Q
	If wear is found in the brush sets of motors and of generators, they shall be replaced with new, of the correct size and grade; and adjusted so that they are correctly seated on the commutators surface.	M
	AC motors shall be inspected for overheating or rotor bars being loose. If found, remedial works shall be carried out.	Q
	Inspect motor, generator/exciter commutators and slip rings operating under working and stationary conditions	M
Brake	The brake drum and coil casting shall be thoroughly cleaned, adjusted and checked for minimum lift. The brake linings shall be checked for wear and free from oil and grease, if worn or contaminated, linings shall be replaced immediately. The brake rivets shall be checked for security. Make all necessary adjustment. Correct floor levels must be maintained at all times within the equipment design. Check brake for correct mechanical action and lubricate pivots as necessary to manufacturer's recommendations.	M
Controller	All controller equipment including	M

	contactors, relays, switches etc, shall be cleaned, inspected and checked for correct operation and adjusted to manufacturer's specification. All contact surfaces shall be cleaned with non-abrasive materials and any self-cleaning or wipe action shall be maintained. When contract conditions warrant, all contacts, tails, resistors, and capacitors etc shall be replaced.	
	Annually, all overloads and protective devices, either within and external to the control panel, e.g., Ellison circuit breakers shall be operated and recalibrated as required and must be in compliance with manufacturers design requirements. All tripping times shall be confirmed in writing to the client. A label shall be fitted to each device indicating date of test and all tripping times. Also phase failure devices to be tested annually.	A
Shaft Positioning equipment	All relays, contacts, chains, sprockets and internal parts shall be cleaned and adjusted, all bearings and chains shall be correctly lubricated. The drive tape shall be cleaned and checked for integrity. Any safety switch fitted shall be checked for operation and components replaced when contract conditions warrant. All floor levels are to be checked and adjusted as necessary.	M
Overspeed Governor	The overspeed governor shall be cleaned and seals checked for integrity. The pulley and bearings shall be checked for wear and correct lubrication.	2M
	The electrical switches shall be checked for operation.	2M
	All fixings shall be checked for security.	2M
Car Enclosure	The car operating devices within the car shall be checked for correct operation.	M
	The door operator shall be electrically and mechanically tested and adjusted to give a smooth and efficient door operation with all associated devices, e.g. electronic safety detectors/safety edges etc.	M

	The door operator casting shall be cleaned thoroughly	M
	The 2-way communication unit (if fitted), car telephone (if fitted) voice annunciator system (if fitted) and alarm bell(s) shall be tested.	M
	All electrical switches shall be cleaned and checked for operation.	M
	All indicator lamps, car main lighting and emergency lighting and ventilation fans shall be checked for operation and lamps replaced as required. All lighting diffusers and fans shall be cleaned.	M
	The emergency lighting shall be tested and in operation for 1 hour during every site visit and once every year in operation for 3 hours. The testing of the emergency lighting shall be recorded on the Engineer's Report Sheet.	M A
	Check for ride quality and observe starting and stopping conditions, adjust as required.	M
Car Guide Shoes	The car guide shoes shall be checked for wear and any surface oil or grease removed from the outer casing and adjusted to give the best ride available within the lift car.	Q
Safety Gear	The safety gear and associated equipment, e.g. overspeed governor, tension weight and all associated devices shall be checked thoroughly for integrity.	Q
	All safety gear linkages shall be checked together with the rope and pick-up points for integrity.	SM
Safety Circuit	The main safety circuit shall be checked to ensure that it is fully operational.	M
Car Overload Devices	All car overload device switches shall be tested annually using load weights during the month of August.	A
Car and Landing Entrances	All door suspension rollers and associated equipment shall be checked for wear and	M

	replaced when required.	
	All lock pick-up rollers and associated equipment shall be checked for integrity and replaced when required.	M
	All locks shall be inspected for mechanical and electrical operation. All electrical terminals shall be checked for tightness and internal parts cleaned.	Q
	All door shoes shall be checked for wear and replaced when required.	Q
	All bottom tracks shall be cleaned	M
	All landing pushes, fire mans switches, indicator lamps are to be checked and tested for operation and replaced when required.	M
	All top tracks including rollers and pivots shall be lubricated to manufacturer's specification.	SM
Lift Shaft, Counterweight and Pit	All shaft lighting and car top lights where fitted shall be checked and tested for operation and lamps replaced when required. All diffusers shall be cleaned and damaged diffusers replaced.	M
	All suspension rope termination points shall be checked for integrity, split pins fitted to all eye bolts where required and all lock nuts shall be tight.	Q
	All ropes where fitted, e.g., suspension, governor, selector etc shall be inspected in accordance with the recommendations set out by SAFed and ensure ropes are evenly tensioned.	Q
	All limit switches shall be internally inspected, contacts checked and cleaned and pivots lubricated.	A
	The counterweight shall be checked for integrity and the shoes and suspension pulleys (where fitted) shall be checked for wear. Roller shoes shall be checked for adjustment and bearings lubricated. Bottom clearance to be checked and ropes	A

	shortened as required.	
	All hydraulic buffers (where fitted) shall be checked for correct operation and lubrication levels must be maintained to the manufacturer's specification. Ensure spring buffers are secure.	2M
	Compensating weights (where fitted) shall be lubricated to the manufacturer's specification, and it must be allowed to move freely with the guide rails.	SM
	The compensating weights electrical interlock switch shall be checked for its lock-off operation and the internal parts cleaned.	SM
	Examine bearings and sheave grooves for wear and lubricate bearings as necessary.	SM
	Examine trailing cables and their anchorages for damage and wear.	Q
	Inspect condition of well enclosure, clean pit and inspect buffers and all pit equipment and switches.	M
Finishes	All decorative finishes shall be inspected on every visit and on the service, report sheet the Contractor shall advise of any damage or degrade to any finishes.	M
	The lift motor room floors and plinths are to be sealed and painted.	A
	The lift shafts and external of the lift cars and slings shall be cleaned down and all dust and debris removed from site.	A
Hydraulic Tank Unit	Hydraulic oil level in the reservoir shall be maintained to the manufacturer's specification and check for any oil leaks.	M
	The valve block, pipework, hoses, and all associated equipment shall be adjusted as required to maintain lift performance and check for any oil leaks and corrosion. Test operation of manual lowering valve and hand pump.	M

Hydraulic Ram	The hydraulic ram shall be inspected for any excessive leakages and any scoring/marking of the machined face of the piston and empty ram oil spill containers.	M
	The hose and pipework shall be inspected throughout their in entire length for leakages and safe condition.	M
	The ram head shall be inspected for wear and condition of then bearings. All bolts shall be checked for security and inspected for signs of failure. Inspect condition of main seals.	A
Fire interface and equipment	All fire controls are to be tested and recorded in the log card. Any non- lift equipment in or on the lift should be noted as untested.	M

6.05 Frequency of Maintenance on Wheelchair Lifts/Stair lifts

The following frequency of maintenance is to be carried out as a minimum standard.

Equipment	Standard	Frequency
Wheelchair Lifts/Stair lifts	Check the operation of the limit switches are correct.	Every Visit
	Check the operation of the platform switches are correct.	Every Visit
	Check the operation of all safety devices are correct.	Every Visit
	Check the operation of push buttons, stop buttons and associated devices are correct.	Every Visit
	Check (if applicable) the condition of all safety barriers.	Every Visit
	Check all mechanical and electrical control equipment.	Every Visit
	Clean, adjust as required and lubricate as required.	Every Visit
	Inspection of all guide rollers	Every Visit

	Inspection of all cabling and tensioning units	Every Visit
	Inspection of the gear box, motor and gearing	Every Visit
	Inspection of the safety gears operation and condition	Every Visit
	Inspection of the track and fixings for security and condition	Every Visit

6.06 Consumables and Spares

The following consumables and spares will be always held on site. All items will be stored in accordance with current legislation.

General

Lubricating Oils.
Hydraulic Oil (for topping up purposes)
Greases.
Sealants.
Fresh cleaning equipment
Floor Paint
Fixings: - Nuts, Bolts, Washers, Screws etc.

Electrical

Switches/Relays/Contactors
Fuses/RCDs/MCBs/Circuit Boards.
Indicator Lamps.
Lamps and Tubes.
Batteries.

Mechanical

Hanger rollers
Door Pick Up Rollers,
Kicking Rollers
Bottom Track Shoes

Paperwork

Log Card
Insurance Reports
Supplementary test certificates
Risk Assessments
Method Statements
Maintenance plan

These items and materials shall, where applicable, all be provided and used by the Contractor at no extra cost to the Employer.

schedule 1 Site Specific Contractor's Rules

Tender Issue



Museum Rules for Visiting Contractors

This sheet sets out the Museum rules for all visiting contractors, and should be issued to all relevant person for information.

We are required under the Health and Safety at Work etc. Act 1974 to ensure that a safe place of work exists for all those who have cause to use the premises. This duty extends to not only staff and visitors but other users, including contractors.

It is the responsibility of every contractor to ensure that his site supervisor receives a copy of these rules and that his employees are informed of those rules which affect them.

These rules are not negotiable and the Museum requires, as part of the work contract, that they are strictly adhered to.

Any willful ignoring of these rules will result in the person being banned from the Museum site and any further breach may result in the company being barred from any further work for the Museum.

Parking

As there is limited space onsite the Museum cannot guarantee to provide contractor parking and staff attending site should be informed of this and advised that they may need to park offsite. If there is equipment to unload, the Museum should be informed in advance and arrangements can be made for short term parking on site. Vehicles should then be removed from the site unless tools and equipment, that is essential to their operation, are kept and accessed in the vehicle.

Vehicle Access

All means of access must be agreed in advance by the Facilities Manager or Deputy Facilities Manager. The normal vehicle access route is via the Horniman Drive gate. Contractors should be reminded of the rules while driving a vehicle on site which must be observed. Mobile telephones must not be used whilst driving. The speed limit is 5mph with hazard lights on.

Identification badges work permits and keys

Every person must wear the prescribed Museum identification badge/work permit in a prominent position at all times when in the Museum. Museum identification badges/work permits may be removed **temporarily** if it is identified that they will interfere with the safe use of tools or equipment. The badge/permit/key/swipe card will be issued at the security desk on arrival and must be returned on departure. The badges/permits/keys/ swipe cards must not be taken 'off site' and must be handed in whenever leaving the Museum. Failure to comply may result in permission to work on site being refused.

Smoking

No smoking except in the designated location is permitted anywhere in the Museum at any time, including courtyard areas.

Hot Works, Working at Height (at any height where there is a risk of a fall), Electrical Work

All works which have any element as above must be agreed in advance with the Facilities Manager or Deputy Facilities Manager and a Permit to Work obtained from the security desk. This may also require the authorized isolation of the fire alarm system prior to the commencement of any hot 'work'. Any work activity which creates flame, sparks, smoke or dust must take into account the smoke and heat fire detection units. Any deactivation of alarms should be authorized by the Facilities Manager or deputy Facilities Manager and logged in the security log book. Work may not commence until this precaution has been confirmed by Security. Those persons carrying out 'hot works' are required to supply their own fire extinguishers which are appropriate to the risk identified in the risk assessment.

Suitable risk assessments should be completed as required by the Management of Health and Safety at Work Regulations 1999 before the work begins.

Any contractor refusing to complete a work permit will not be permitted to work on site.

Equipment brought on site

All equipment used by a Contractor or Supplier must be in good working order, comply with appropriate safety and electrical legislation, should be PAT tested and visually inspected before use.

Equipment left on site shall be kept in a safe and secure manner ideally in a locked cupboard and at the risk of the Contractor or Supplier.

All portable appliances used outside of buildings and on construction sites should, where possible, be battery operated or be suitable for use with 110 volt power supply with additional consideration given to the positioning of the trailing leads to avoid slip and trip hazards.

Personal protection

Contractors should ensure they wear appropriate personal protective clothing as specified in the risk assessment to include, safety footwear, head protection, ear protection, eye protection, suitable gloves and face protection as required by the activity risk assessment.

Competence

All those persons employed to carry out work at the Horniman Museum must be competent. They must have the required skills, knowledge, ability, training and experience to complete their work safely and effectively.

Construction (Design and Management) Regulations 2015, Contractors and the self-employed

The Horniman Museum has strict controls in place to comply with the Construction (Design and Management) Regulations 2015 (CDM 2015). Work classed as construction within CDM 2015 (e.g. building maintenance and repair, redecoration, high pressure water jetting, installation of electrical or IT cabling), which involves more than one contractor, requires one of the contractors to be appointed in writing as the Principal Contractor and Principal Designer where necessary, by the Museum. All such work, whether or not involving one contractor, will require a written Construction Phase Plan in place prior to work commencing.

Under the CDM 2015 Regulations, the Horniman Museum will be the 'client' in respect of any relevant works undertaken. The 'client' is required to inform the Health and Safety Executive (HSE) about certain construction projects. A project becomes notifiable to the HSE if the construction work is expected to last longer than 30 working days and have more than 20 workers working at the same time at any point on the project or if the work will exceed 500 person days. The client for the construction work is required to send the notification to HSE, either on-line (on form F10) or in writing.

It is a requirement under the CDM 2015 Regulations that the Principal Contractor manages the Construction Phase Plan and ensures contractors and self-employed people working on the site are made aware of their duties accordingly. All contractors must ensure that full induction of his/her own staff, sub-contractors and the self-employed is carried out and that these site rules are documented and signed by all inductees to demonstrate full understanding by all persons working on site.

The Principal Contractor is required to check the competence of any domestic named or nominated contractor for the purposes of complying with the Construction (Design and Management) Regulations 2015.

Food and drink

No food or drink of any type may be taken into, or consumed within the Museum galleries, plant rooms or in areas where work is being undertaken.

Radios

No music devices, radio headphones or MP3 players may be used within the Museum or Gardens at any time.

Language

Foul, offensive or immoderate language is not acceptable within the Museum and Gardens at any time. Any willful ignoring of this rule will result in the person being banned from the Museum site and any further breach may result in the company being barred from any further work for the Museum. In hot weather, shirts must be kept on at all time across the site.

Fire alarms and evacuations

Fire alarms are tested every Thursday morning between 07.00 and 09.00. They will sound for a few seconds only and then stop. This activation is repeated several times.

At all other times when the fire alarm sounds, all contractors must make safe any equipment being used and must evacuate the building immediately by the nearest exit and gather in front of the clock tower.

The contractor must nominate a member of staff to be responsible for checking that all of the staff are clear of the building and report such to the nearest Visitor Services Assistant who will relay the information to Incident Controller. Contractors must not re-enter the building without permission from the Incident Controller.

Accidents and work related illness

All accidents and work related illness should be reported to the Security Desk and the relevant forms filled in.

Contractors should notify the museum of any known disability (e.g. hearing impairment, colour blindness), health condition (including allergies) or language difficulty which could affect their safety and/or the safety of others whilst undertaking work at the museum.

Toilets

Contractors may use only the toilets designated by the Museum.

Materials

The delivery and storage of materials and the routes and times of entry into the Museum must be agreed with the Facilities Manager or Deputy Facilities Manager in advance.

Waste

The Contractor is responsible for removing all unused materials and/or waste and recyclable materials by the completion of the works and at the end of each work period.

Work Site

Contractors should restrict their movements to the designated work site and agreed access routes.

Works

No work shall be carried out without the prior knowledge and agreement of the Facilities Manager or Deputy Facilities Manager.

Telephones

The Museum phone system is not to be used by Contractors except when it is crucial to the completion or continuation of works or in cases of emergency. It should also be noted that the use of mobile phones within the Museum building should not cause nuisance or annoyance to staff or visitors.

Late/Lone Working

Whilst every effort is made to ensure that works are carried out during the normal working day it is recognised that on occasion it may be necessary to undertake work out of hours. Any contractor working outside normal hours will be required to make use of the Museum's lone worker protection system and carry a Museum radio to stay in contact with Museum Security staff whilst onsite. Any failure to comply with this request will be refused permission to work onsite.

Any contractor or delivery person failing to take reasonable Health, Safety, and Operational Instruction from security staff or management will be told to leave the premises, their superiors will be informed and they will be banned from accessing or working on the Horniman sites in future.

Declaration

I declare that I have fully read and understand this document. I agree to comply with the Rules and acquaint all persons employed by the Company (including sub-contracted staff) with these Safety Rules.

Signed:

Date:

Name (Block Capitals) Position (Block Capitals)

Company Name (Block Capitals)

Document Reviewed April 2016