



STANDARD CONDITIONS OF CONTRACT

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**NORTHERN IRELAND HEALTH & SOCIAL SERVICES
STANDARD CONDITIONS OF CONTRACT FOR
MAINTENANCE OF EQUIPMENT**

1. Interpretation

- a. "the Contract" means the agreement concluded between the Authority and the Contractor, including all specifications, patterns, Contractor's samples, plans, drawings and other documents which are incorporated or referred to therein.
- b. "the Contractor" means the person who by the Contract undertakes to supply the service to the Authority as is provided for in the Contract. Where the Contractor is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners, as the case may be.
- c. "the Authority" means the Health Authority placing the Contract. "Health Authority" means a Health and Social Care Trust as the case may be.
- d. "the Services" mean the services and the goods which the Contractor is required under the contract to supply.
- e. "the Goods" means all goods, materials or articles which the Contractor is required under the Contract to supply in connection with the services.
- f. "the Contract Price" means the price exclusive of Value Added Tax payable to the Contractor by the Authority, under the Contract for the full and proper performance by the Contractor of its part of the Contract as determined under the provisions of the Contract; to the extent that the tax is properly chargeable on the supply to the Authority of any goods or services provided by the Contractor under the Agreement, the Authority shall pay such tax as an addition to the payments otherwise due to the Contractor under the Agreement.
- g. "Authorised Officer" means the person appointed by the Authority and notified in writing to the Contractor to act as the representative of the Authority for all purposes connected with the Contract or the authorised representative of such person.
- h. "Organisation" means the Northern Ireland Health and Social Care, Business Services Organisation, "HSC , BSO".
- i. Unless the context otherwise requires, reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.
- j. "Loss" includes destruction.

- k. "Works" means the work of servicing, repairing, reconditioning, testing, inspecting, maintaining, modification or conversion which the Contractor is required by the Contract to execute, including the manufacture or supply of material, articles or parts for incorporation in the equipment.
- l. "Working Hours" means 9.00am to 5.00pm Monday to Friday, excluding Bank and Public Holidays.

The headings to these conditions shall not affect the interpretation thereof. Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either generally or specially, by the Authority to take or do that decision, act or thing, provided that upon receipt of a written request the Authority shall inform the Contractor of the name of any person so authorised.

Any written communication or notice by either party to this Contract to the other shall be deemed to have been properly served upon the other party if personally delivered to that party at the address set out in the Tender or if transmitted by post, after four days from such transmission to the address of that party set out in the Tender.

2. Acceptance

Tenders are invited and received only on the clear understanding that the HSC Business Services Organisation (herein referred to as the "Organisation") may in its sole discretion draw the full range of services required either

- a. entirely from one Tenderer or
- b. partly from each of several Tenderers to the extent to which specified parts of the respective Tenders have been accepted for that purpose by the Organisation.

3. Equipment Breakdown Due to Reasons Beyond the Contractor's Control

Any on call services provided for any equipment breakdown caused by reasons beyond the Contractor's control e.g. operator's error or abuse, shall be paid for by the Authority at the rate tendered in Schedule II where an Authorised Officer has approved the service report.

4. Variation of Conditions

The services shall be supplied solely in accordance with these conditions. All other contractual terms which in any way add to, vary or contradict these conditions upon which the contractor may seek to rely or otherwise impose on the Authority shall be excluded and shall not form part of the contract (whether or not such other contractual terms post-date these conditions) unless the Authority has specifically agreed in writing to be bound by any of such other contractual terms.

No later version shall be binding unless it has been agreed in writing and signed by an authorised representative of the Authority.

5. Variation and Suspension of the Works

The Authority by an instruction in writing may increase or decrease or alter the quantity of the services.

The value of any variation in the services shall be assessed at the rates quoted for similar work on Schedule II or by the means of a firm price quotation in the absence of such rates. The amount agreed by the Authority or delegated Officer as arising directly from the variation shall be added to or subtracted from the agreed fees. The Authority or delegated Officer by an instruction in writing may suspend the services or part of the services for a period not exceeding one month on any one occasion. All costs reasonably incurred by the Contractor as a direct result of suspension of the services ordered by the Authority shall be agreed with the Authority and paid to the Contractor except where the suspension is due to any act or default of the Contractor including failure by the Contractor to carry out any instructions issued by the Authority.

The Contractor shall not vary the quantity or quality of the services as specified except on the written instruction of the Authority.

The Contractor shall only suspend the services without instruction if suspension is necessary because injury or damage to persons or property is imminent, or it is not feasible to proceed with the service. Any such suspension without instruction shall be reported in writing to the Authority immediately. Provided that the Authority is satisfied that the circumstances justify suspension, approval in writing, to such suspension shall be given. When issuing an instruction to suspend the services the Authority shall confirm in writing the reason for the suspension over the period of suspension which is considered justified.

6. Default by Contractor

Without prejudice to any other right or remedy should the Contractor fail to carry out the Services in accordance with the terms and conditions of contract or at the times specified in the Contract the Authority may determine the Contract by notice, if the Contractor shall make default in any one or more of the following respects that is to say:

If the Contractor without reasonable cause fails to proceed diligently or wholly suspends the carrying out of services during the period of the Agreement.

If the Contractor becomes bankrupt or makes any composition or arrangement with their Creditors or has a winding up order made or a resolution for voluntary winding up passed or a Receiver or Manager of their business is appointed or possession is taken by or on behalf of any Creditor of any property the subject of the Charge.

If the Contractor defaults in insuring or in continuing or in causing to insure as required within this Contract.

If the Contractor, who is the OEM's accredited service agent, loses this franchise then the Contract may be automatically terminated.

If the Contractor fails to attend on the date(s) during normal working hours as agreed with the Authority.

Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Authority may possess. The Authority reserves the right itself to provide or procure the provision of the Services until the Authority shall be satisfied that the Contractor is again able to carry out the Services in accordance with these Conditions. If the cost to the Authority of executing or procuring such Services exceeds the amount which would have been payable to the Contractor for executing or procuring such services such excess shall be paid by the Contractor to the Authority in addition to any other sums payable by the Contractor to the Authority in respect of the breach of contract.

7. Determination of Contract

7.1. By Contractor

The Contractor may by one month's notice to the Authority forthwith determine this Contract if the Authority shall make default in any one or more of the following respects, that is to say:-

if the Authority fails to make any interim payment due under the provision of the Contract

if the Authority or any person for whom it is responsible interferes with or obstructs the carrying out of the services.

Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Contractor may possess.

7.2. By Contracting Authority

Without prejudice to any other right or remedy, the Authority may determine the Contract at any time during the contract period (either totally or partially) by one month's notice to the Contractor. At the end of that month the Contract or such part thereof as is specified in the notice shall in all respects cease. However, where partial determination is affected by the notice, the continuance and validity of the Contract for the services not affected by the notice or generally to the rights or obligations of either party to the contract, which may have occurred prior to the date of determination, shall remain in force.

8. Reassignment of Contracts – Review of Public Administration

This contract will be awarded to the successful Tenderer on the understanding that at a time within the duration of the contract, there may be a need for

reassignment from the Contracting Authority to an alternatively named body within the Northern Ireland Health and Personal Social Services. The name of the alternative body will be that as defined under the current Review of Public Administration and any subsequent enabling legislation. It is understood that without prejudice the successful Tenderer will accept any reassignment of this contract. The Contracting Authority will not be liable to pay any compensation whatsoever in connection therewith.

9. Force Majeure

Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this Condition shall limit the obligations of the Contractor to use their best endeavours to fulfil their obligations under the Contract.

10. Equipment on Loan

If the Contractor shall agree to provide replacement equipment on temporary loan while the Services are being carried out on the Authority's own equipment, such loan shall be deemed to be a contract for the hire of goods as defined by Section 6 of Supply of Goods and Services Act 1982.

11. Indemnity

Without prejudice to its liability for breach of any of its obligations under the Contract the Contractor shall be liable for and shall indemnify the Authority against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or at common law in respect of –

- a. Any loss of or damage of property (whether real or personal)
- b. Any injury to any person, including injury resulting in death
- c. Any fire and explosion risks
- d. In consequence of or in any way arising out of the provision of the services or the use of the Authority's premises by the Contractor, its servants or agents except insofar as such loss, damage or injury shall be due to the negligence of the Authority, its servants or agents.

12. Insurance

The Insurance in respect of claims for personal injury to, or the death of, any person under a service contract or apprenticeship with the Contractor, and arising out of and in the course of such person's employment, shall comply with the Liability (Defective Equipment) and Compulsory Insurance (NI) Order 1972 and any statutory orders made thereunder or any amendment or re-enactment thereof.

The Contractor must ensure that all of their drivers and vehicles operate fully within the law and are fully licensed and insured. The Contractor must also ensure that all of their drivers are in possession of a valid drivers licence.

As and when reasonably required so to do by the Authority, and on or before the renewal date for the insurance policies, the Contractor shall produce for inspection by the Authority documentary evidence that the insurances required for this condition are properly maintained, but on any occasion the Authority may (but not unreasonably or vexatiously) require to have produced for inspection the policy or policies and receipts in question.

Should the Contractor default in insuring, the Authority may itself effect insurance and may charge the cost, together with an administrative charge of 5% to the Contractor.

12.1. Injury to Persons and Damage to Property

The Contractor shall be responsible for and indemnify the Authority against any injury to or death of persons and any loss or damage to property which arises in any way out of the execution of the works or is occasioned by the Contractor or by any servant of theirs, or arises in any way from the presence on the Authority's premises of the Contractor or any servant of theirs. In the case of loss or damage occurring to any property of the Authority the Contractor shall at the option of the Authority make good such loss or damage.

This condition shall not apply if the Contractor is able to show that any injury or loss or damage as aforesaid was not caused or contributed to by their neglect or default of any servant of theirs, or by any circumstance within their control; if the Contractor is able to show that any injury, loss or damage as aforesaid was caused wholly or partly by the neglect or default of a servant of the Authority acting in the course of their duty as such, the liability of the Contractor under this condition shall be limited to the share if any in the responsibility for the injury loss or damage which is not attributable to any such neglect or default.

Tenderers should note that the amount of cover required is to be not less than £10m (ten million pounds sterling) for Public Liability Insurance, £10m (ten million pounds sterling) for Employers Liability insurance in respect of any one claim, or series of claims arising out of any one event, the number of claims for which cover is provided being unlimited in the period of the contract.

13. Transfer and Sub-Contracting

13.1 Neither party shall assign the whole or any part of the contract without the previous consent in writing of the Authority, such consent not to be unreasonably withheld. The Contractor shall not sub-contract the supply of any services without the previous consent in writing of the authority, such consent not to be unreasonably withheld.

13.2 Further to 13.1 (and subsequent to the date of implementation of the contract) should the Contractor transfer ownership, either partly or whole to another company, as a going concern or otherwise, the Contractor shall provide the Organisation with a minimum of 4 weeks advance notice in writing.

As a minimum precondition, and without prejudice, the Transferee shall comply with the short-listing requirements as met by the Transferor such as financial standing, technical ability, quality standards, service support etc.

The decision as to whether this contract may transfer, with or as part of any transfer of ownership of the Contractor, shall remain that of the Organisation and the contracting authorities and shall be notified, in writing, to a minimum of two weeks prior to the transfer. The Organisation in conjunction with the contracting authorities exclusively reserve the right to accept that termination of the whole or part of the contract has taken place by reason of transfer of ownership of the company, and if so the Organisation and/or the contracting authorities shall not be liable for any compensation arising there from.

14. Responsibility for Tools, Materials, etc.

The Authority shall not be responsible, for any loss or damage to materials, plant, tools, equipment or other things brought by the Contractor, their servants, agents or workmen onto the Authority's premises in connection with the Contract.

The Contractor must ensure that all plant, tools, equipment utilised is as recommended by the OEM relevant to the equipment being maintained.

15. Standard of Goods and Materials

All goods and materials if not otherwise specified, shall comply with the applicable British Standard and Code of Practice. Where no British Standard exists the goods and materials shall be of quality consistent with the performance required.

The Contractor at his own expense, shall remove any materials and/or work judged by the Authority to be inferior and substitute thereof such materials and work as the Authority may direct.

Should the Contractor fail to comply with the sub-conditions of this condition the Contracting Authority may provide labour and/or materials or enter into an agreement to repair, to make good and/or remove such work or materials and all costs and expenses consequent thereon shall be borne by the Contractor and shall be a debt payable by the Contractor to the Contracting Authority.

The Contractor shall at all times employ on the Works a sufficient number of competent persons and shall immediately remove from the Works any person to whom the Authority may make objection without cause assigned.

16. Patents

The Contract Price shall include all royalties, licence fees or similar expenses in respect of the making, use or exercise by the Contractor of any invention or design for the purpose of performing the Contract.

The Contractor shall indemnify the Authority against any costs, claims, proceedings, expenses and demands arising from the use, manufacture, supply or delivery of any process, article, matter or thing supplied under the Contract, which would constitute any infringement of any patent, right, design, trademark or copyright.

17. Inducements

The Contractor shall not offer to any Authority or its representatives as a variation of the Conditions of the Contract or as an agreement collateral to it any advantage other than a cash discount against the Contract Price.

If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Authority or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Authority, or if the like acts shall have been done by any person employed by them or acting on their behalf (whether with or without the knowledge of the Contractor) or if in relation to the Contract or any person employed by them or acting on their behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer under colour of their office or employment, the Authority shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation.

18. Insolvency

The Contracting Authority may at any time by notice in writing summarily determine the Contract without compensation to the Contractor in any of the following events:-

- a. If the Contractor, being an individual, or, where the Contractor is a firm, any partner in that firm shall at any time become bankrupt, or shall have a Receiving Order, Administration Order or Interim Order, made against them, or shall make any composition or scheme or arrangement with or for the benefit of their creditors, or shall make any conveyance or assignment for the benefit of their creditors, or shall purport to do so, or if in Scotland they shall become insolvent or notour bankrupt, or any application shall be made for sequestration of their estate, or a trust deed shall be granted by them for the benefit of their creditors;

- b. If the Contractor being a company shall pass a resolution, or the court shall make an order, that the company shall be wound up (except for the purpose of amalgamation or reconstruction), or if any administrative receiver on behalf of a Creditor shall be appointed, or if the Court shall make an administration order, or if circumstances shall arise which entitles the Court or a Creditor to appoint an administrative receiver or which entitle the Court to make a winding-up order or administration order;

Provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Contracting Authority.

19. Arbitration

Any dispute or difference arising out of this Agreement shall be referred to the arbitration of a person to be mutually agreed upon, or failing such agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an arbitrator, a Northern Ireland resident to be appointed on the request of either party by the President for the time being of the incorporated Law Society of Northern Ireland.

20. Loss of Franchise

The loss of the OEM's Franchise, by the Contractor, to service the equipment may automatically terminate the Contract, unless advised otherwise by the Authority.

21. Law

The Contract shall be deemed to have been concluded in Northern Ireland and shall at all times be construed in accordance with the law in force in Northern Ireland.

22. Commitment to Openness and Access to Information

The Tenderer/Contractor shall acknowledge the HSC Business Services Organisation, Procurement and Logistics Service's commitment to openness and public access to information. The Freedom of Information Act 2000 applies to all NHS bodies with effect from 1 January 2005. All NHS bodies will have a policy on managing requests for information in accordance with their legal obligations.

The Contractor should be aware that whilst submitted information is treated as "Commercial and In Confidence" the Organisation may be obliged to release any such information at a future date if requested.

The HSC Business Services Organisation, Procurement and Logistics Service requires the Tenderer, in submitting information in support of any quote or formal tender, to specifically identify any information which it is reasonably considered is commercially sensitive and which should be held in confidence during the course of the tendering process. The Tenderer should indicate why

the information is considered to be confidential and for what period it should be regarded as being held by HSC Business Services Organisation, Procurement and Logistics Service in confidence. Tenderers are advised that the use of blanket protective markings such as “commercial in confidence” will no longer be regarded as appropriate or as binding on HSC Business Services Organisation, Procurement and Logistics Service.

23. Confidentiality

The Contractor, their employees and agents at all times shall keep confidential and secret and shall not disclose to any person other than a person authorised by the Authority all information and other matters, acquired by the Contractor in connection with the contract.

The Contractor shall not use any confidential information it receives from the Authority other than for the purpose of the contract.

Nothing in this Condition shall prevent the Authority disclosing any confidential information for the purpose of:

- a. the examination and certification of the Authority’s accounts;
- b. any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used their resources.

Nothing in this Condition shall prevent the Authority disclosing any confidential information obtained from the Contractor:

- a. to any Government Department or any other Contracting Authority. All Government Departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential information to other Government Departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government Department or any Contracting Authority; or
- b. to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to the contract; provided that in disclosing information under sub-paragraph (b) the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

Nothing in this Condition shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the contract in the course of its normal business, to the extent that this does not result in a disclosure of confidential information or an infringement of Intellectual Property Rights.

In the event that the Contractor fails to comply with this Condition, the Authority reserve the right to terminate the contract by notice in writing with immediate effect.

The provisions under this Condition are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any confidential information.

Data Protection Act 1998

The Contractor must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998 and in particular the Contractor must ensure compliance with the Authority's security arrangements and ensure the reliability of its staff who have access to any personal data held by the Authority. In addition, if the Contractor is required to access or process personal data held by the Authority, the Contractor shall keep all such personal data secure at all times and shall only process such data in accordance with instructions received from the Authority.

The Contractor shall indemnify the Authority, Department of Health, Social Services and Public Safety and the Minister for Health against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or bought by any person in respect of any loss, damage or distress caused to that person as a result of the Contractor's unauthorized and/or unlawful processing or the Contractor's destruction and/or damage to any personal data held by the Contractor, its employees or agents.

24. Audit

The Authority reserves the right to have access to the Contractor(s) premises at any time for inspection or audit as may be required. Contractor(s) must ensure that any workshop environment utilised adheres to the OEM's Instructions.

25. Maintenance Procedures

Contractor must contact the Authority on arrival and departure from site before commencing any service or repair work. The Authority is to be asked if there have been any problems with the equipment prior to the service taking place. Visits to the location of the equipment are not permitted without the consent of the Authority.

The equipment should be inspected in accordance with the OEM's recommended servicing specification. Any damage found should be noted within the service report and brought to the attention of the Authority. The objectives of the maintenance service is to ensure that the apparatus will continue to work satisfactorily at least until the next scheduled service is completed.

A service report must be completed and signed by the Contractor's Service Engineer and by the Authority.

26. Contractor's Staff

All Contractor's staff attending any of the Authority's sites must have work clothing which clearly shows the Company Logo or Name. They must also have a photographic identity card as specified and this must be worn at all times and displayed in a conspicuous manner. The Contractor's staff must introduce themselves, signing in if required, to the Authorised Officer in charge at each location and present their photographic identity to that officer if requested to do so.

The Contractor shall arrange for their Service Engineers to carry an identity card that should include:

- a. Company's name and address.
- b. Company logo
- c. Engineer's Photograph.
- d. Name.
- e. Signature.
- f. Contact telephone number for verification.

27. Servicing Dates

The Contractor will pre-arrange the dates of the service for each Authority or Location with the relevant Authorised Officer.

Upon award of contract, the Contractor shall submit an equipment maintenance timetable to respective Authority detailing the proposed maintenance dates for each item to be maintained.

28. Terms and Conditions

The Terms and Conditions in this document will be incorporated into the Contract between the Contractor and the Health Authorities and other participating organisations.

The Special Conditions are supplementary to the Standard Conditions of Contract for the Maintenance of Equipment. In the event of there being a conflict between the Standard Conditions and the Special Conditions it is these Special Conditions which take precedence.

It should be noted that use of third party maintainers will not be accepted as a reason for failure to comply with the Conditions of this contract.

29. Recovery of Sums Due

Whenever under the contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum due, or

which at any time thereafter may become due, to the Contractor under the Contract or under any other Contract with the Health Authority.

30. Contract Verification

Before the contract is finally awarded, the successful Contractor may be asked to attend a liaison meeting to verify contract details. This will include schedules of equipment and their locations and any other information relevant to the contract.

Individual Authority may have specific site rules which will be discussed at this meeting. The Contractor will be required to comply with these in all aspects.

31. Additions, Deletions and Amendments to Scheduled Equipment

During the term of contract, it may be necessary to add or remove equipment from the contract schedule. The Contractor should ensure that their records are updated accordingly.

32. Equipment Becoming Obsolete

The Contractor shall be responsible for informing the Authority of the likelihood of equipment becoming obsolete and spare parts becoming unavailable. The timescale for such information shall be at least six months prior to the equipment becoming unserviceable.

33. Original Equipment Manufacturers' (OEM) Servicing Protocol

The Contractor must undertake to comply fully with all OEM's recommended service activities as listed in their supporting technical/servicing literature. Where deviation from the specification is advised and/or carried out then the full support of the OEM, in writing must be copied to the Authority, giving reasons for these deviations before maintenance work is undertaken.

The Contractor should note that routine electrical safety and other checks must be covered within the cost tendered.

All works shall be executed to comply with the Construction (Health, Safety and Welfare) Regulations (NI) 1996 and relevant British & European Standards.

34. Service Delivery Manager

The Contractor must appoint a Service Delivery Manager for the duration of the contract, to liaise directly with Procurement and Logistics Service/Authority Representatives on all matters pertaining to the timely satisfactory maintenance and records of the various equipment included within the Tender.

35. Contractor's Outline Health And Safety Plan

The Contractor should adhere to the Health and Safety at Work (Northern Ireland) Order 1978 and all other Authority rules and regulations. The Contractor will be required by date of acceptance of contract award to supply the Authorised Officer with a method statement and relevant risk assessment applicable to the work, which will be retained.

36. Comptroller and Auditor General Audit Rights

The Contractor shall keep secure and maintain until two years after the final payment of all sums due under the contract, or such longer period as may be agreed between the parties, full and accurate records of the Services, all expenditure reimbursed by the Authority and all payments made by the Authority.

The Contractor shall grant to the Authority or its authorised agents, such access to those records as they may reasonably require in compliance with the contract.

37. Spare Parts

Only OEM's parts should be used. Where it is necessary to use spare parts not specified by the OEM the Contractor must primarily demonstrate the suitability of these parts to the Authority. It should be noted that the use of these parts must be agreed with the Authority concerned before commencing any work.

The Contractor should have immediate access to adequate spare parts, replacement units and any other tools that could reasonably be foreseen as likely to be required to carry out all repair works under the contract. It should be noted that any change in the spare parts provision or repair/service method must be advised to the Authority during the contract period. As far as practicable, all such items should be carried with the Contractor's personnel to site in order that repair works can be completed with minimal delay/down time.

The Contractor should note that the Authority can at any time request sight of invoices relating to the purchase of OEM spares.

38. Price and Payment Arrangements

The contract price includes the completion of the number of inspections and planned maintenance visits per annum as specified.

The Contractor shall provide the Authority with all necessary formal inspection and test certificates which are required as part of the Works on the basis of good engineering practice, industry regulations, OEM's recommendations, legislation, code of practice, Health & Safety or statutory requirement. These certificates shall be forwarded with the relevant invoices and must be duly

signed by the representative(s) nominated by the Authority. Failure to provide the necessary certificate may lead to payment delays.

If the contract is pre-paid annually, service reports MUST be sent to the appropriate address after each service visit as detailed within the Special Conditions. The cost of producing such certificates shall be deemed to have been included within the Contractor's Tender rates.

Please note that all service reports must be entirely legible and contain the fullest detail of all servicing/routine work undertaken. For all invoices being submitted to the Authority for planned service visits for multiple devices and repair call outs, a summary sheet is to be provided by the Contractor. This summary sheet shall detail the description, location, labour used and parts fitted and cost for each piece of equipment together with the visit number and year of contract and must provide detail of all equipment serviced/not serviced for planned service visits, reference the equipment schedule issued by the Authority upon arranging the planned maintenance visit. The Authority reserve the right to review and amend the required summary sheet as necessary throughout the contract period.

The Authority reserves the right to return all invoices (unpaid) which do not have the necessary documentation and the relevant order number as required under this contract. The cost of producing such documentation shall be deemed to have been included within the Contractor's Tender rates.

Payment will normally be made on completion of each service visit however the Authority may at their sole discretion consider prepayment of contracts where it is more economical and viable to do so. For pre-paid contracts the Contractor will be required to submit a summary sheet at the completion of each contract year detailing all equipment serviced, reconciled to the amount pre-paid by the Authority and accompanied by the service reports for all visits completed during the previous contract year. Failure to submit the information above may result in non-payment of the next contract year.

The Service Engineer shall provide a service report for each visit or individual item of equipment for both service and repair calls. The items that should be covered in the service report are:

- a. Address and contact details of Contractor.
- b. The Contractor's service report number and job number or call-out number provided by the Authority.
- c. Contract reference and order number including where applicable repair order number.
- d. Name of Site.
- e. Date and times work commenced and completed.

- f. Equipment details including serial number, make, model and asset number
- g. The description of the work completed.
- h. A list of any spares used including cost of same where applicable.
- i. Setting, tolerances, calibration, details/results where applicable.
- j. Remarks, comments or observations the engineer(s) feel should be raised regarding the equipment.
- k. Results of Electrical Safety checks including a copy of the electrical test certificate where applicable.
- l. Confirmation in regard to the good working condition (to indicate excellent/good/fair/poor) of the equipment and comments to indicate if work is complete.
- m. Engineer travel time including mileage as appropriate .
- n. The Service Engineer's name and signature.
- o. Authority or Head of Unit's name and signature.
- p. All handwriting must be legible.

A statement in respect of any equipment which could not be serviced during the visit must be provided to the Authority detailing reasons for this.

39. Skilled Attendance

When directed by the Authority, the Contractor shall provide skilled attendance to train the Trust's personnel and/or operate installations.

40. Noise Control

The Contractor shall comply with the requirements of the Control of Noise at Work Regulations (NI) 1990.

The Contractor shall ensure that all measures to control the noise levels produced by their operations on site required under or by virtue of any enactment or regulations or by the working rules of any industry are strictly complied with.

All compressors used on the site should be silenced either by using only fully silenced models, fitted with effective exhaust silencers and properly lined and sealed acoustic covers, all to the designs of the OEM of the compressors, or by the use of effective acoustic screens around the noise source.

Ancillary pneumatic percussive tools used on the site should be fitted with silencers of a type recommended by the OEM of the tools.

The Contractor should also pre-inform the Authority and/or Head of Department / Ward Manager of their intentions to use such equipment and the likelihood of noise disruption.

Every compressor, silencer or other contrivance should be maintained in good and efficient working order and shall not have been altered in such a way that the noise caused in operation is made greater by the alteration.

The Contractor shall not use or permit their employees to use radios/mobile phones or other equipment in ways or at times which may cause nuisance, hazard or unnecessary noise.

41. Pest Control

The Contractor shall ensure that the risk of infestation is minimized by adequate arrangements for disposal of food waste and other matters attractive to pests.

42. Infection Control/De-contamination

Contractors should assure themselves that infection control measures are in place. These measures should comply with each Trust's infection control/de-contamination policy which are available on request.

43. Existing Service Installations

In this Condition "service installations" means gas mains, water mains, electricity and control cables and wires, sewers, drains, conduits, culverts and ditches, any other form of main and/or service, anything associated therewith including lagging and protective covering, brackets, posts, fittings, foundations and supporting structures.

The Contractor shall allow for any necessary diversion of storm, surface and sub-soil water to requisite channels and drains including any temporary connections required.

Where services installations are to be diverted on the instruction of the Authority the work shall be carried out with the minimum of interference with the existing installations.

Before commencing any site operations:

At any site where the existing service installations are the responsibility of Services and Utility Authorities the Contractor shall notify in writing such services and utility authorities and/or private owners and enquire the details and locations of all installations (whether buried, hidden or visible) existing in the vicinity of the Works.

At any site where existing service installations are the responsibility of both the services and utility authorities and the Employer, the Contractor shall notify the Authority in writing and ascertain from them such details and

locations of all service installations on the site as they have ascertained; the Contractor shall also notify services and utility authorities and/or private owners in writing and enquire the details and locations of all installations (whether buried, hidden or visible) existing in the vicinity of the Works.

The Contractor shall:

- not use or interfere with the existing service installations without the permission of the Authority and, where applicable, of services and utility authorities and/or private owners.
- exercise particular care to avoid damaging existing service installations.
- inform their employees of the details and locations of existing service installations and draw their attention to the attendant risks and dangers.

43.1. Damage to Public and Private Services

The Contractor shall immediately notify the Authority in writing and, where applicable, services and utility authorities and private owners of any damage, make arrangements for repair to the satisfaction of the Authority and, where applicable, of services and utility authorities and private owners; and for urgent repairs accept any arrangements made by the Authority.

44. Permit to Work

The Contractor is not permitted to isolate any of the following services:

- a. Low pressure gas
- b. Steam
- c. Mains Water
- d. Heating
- e. Low voltage electrical services
- f. High voltage electrical services
- g. Medical gases
- h. Ventilation
- i. Fire alarm systems
- j. Soil and wastes systems
- k. Communications
- l. Refrigeration

These services must be isolated by a representative nominated by the Authority, who is authorised to carry out such isolations, n.b. low voltage electrical system, high voltage electrical system and piped medical gases can only be isolated under the format "Permit to Work" system, existing for such services and only the work specified on the permit carried out. Such isolations will require two weeks' notice to be given in writing to the Authority.

Before any excavation work is carried out a Permit to Excavate shall be issued on behalf on the Authority and work must not start until the Permit is in the possession of the Contractor and all recommendations are adhered to. A sample of a Permit to Excavate can be provided for information purposes.

The Contractor must make themselves aware of the Authority's current Health and Safety policy and must fully comply. The Authority's Health and Safety policy will be made available for inspection on request.

The Works And Standard of Workmanship

The Works shall be as described in the Order, Tender, Schedule or in the Specification contained and referred to in the order as applicable. They shall be executed in a professional manner and delivered up in a sound and clean condition in every respect. Where relevant the Site shall be cleared of all debris, such execution, condition and clearance to be to the satisfaction of the Authority.

45. Fire Precautions

The Contractor shall comply with any statutory regulations (whether or not binding on the Crown) which govern the storage of explosives, petrol or other materials which are brought on the site.

The Contractor shall take all reasonable precautions to prevent an outbreak of fire, minimize the amount of any loss or damage caused by fire and to comply with the provisions contained in the Department of the Environment Booklet – "Standard Fire Precautions for Contractors: 1995 Editions" (SFP) – published by HMSO and obtainable from the Stationery Office Bookshop. In addition, the Contractor shall comply with the requirements outlined below regarding hot work.

Where required the Contractor shall, immediately following receipt of an order, send to the Authority for consideration, a schedule of the fire fighting equipment to be provided to comply with the above requirements.

When working on existing sites the Contractor shall ensure full communication between all interested parties to safeguard that adequate safety systems and procedures are maintained in the site.

Where the works will involve the generation of heat or sparks (hot work) of whatever nature, then the CONTRACTOR'S HOT WORK DECLARATION form (CHW1) shall be completed rather than the Hot Work Permit detailed in the SFP and all its conditions complied with.

Smoking will not be permitted on any site.

Where work is being carried out which may affect any existing fire safety system or procedure the Contractor shall provide adequate supervision to ensure fire safety is maintained at all times. Where a change to the fire safety systems or procedures must be made the prior approval of the Authority and their Fire Officer must be obtained.

The Contractor must provide their own fire fighting equipment and must not rely on, or relocate any fire extinguishers that belong to the site.

The Contractor must not in any way reduce the effectiveness of fire barriers and partitions in any building. If new services are required to pass through fire partition then the Contractor shall cut neat holes to minimize size to facilitate the board and compound as necessary to maintain the integrity of the fire barrier to its original and intended fire rating. If the Contractor discovers holes in a fire partition already existing then they must bring this to the attention of the Authority.

46. Waste Electrical And Electronic Equipment Directive (WEEE)

All electrical and electronic equipment must be supplied in accordance with and conform to the requirements of the Waste Electrical and Electronic Equipment Regulations (WEEE).

Prices submitted must include the disposal costs on a "like for like" basis of any WEEE identified by the Authority as part of this contract. Furthermore Tenderers must comply with the requirements of the regulations in including appropriate date to market marking and within their prices the cost of disposal of the equipment supplied as part of this contract.

Suppliers must discharge any current and future obligations in full under the WEEE regulations with regard to registration, safe disposal and provision of information to appropriate bodies.

The Contractor must register via a compliance scheme on an annual basis.

Any WEEE produced before 13 August 2005 the Authority must make arrangements for treatment and disposal of the item.

Any equipment provided to the Authority after 13 August 2005 must be disposed of by the producer. The producer has full responsibility for disposal of WEEE and must provide Authority with evidence of any consignment notes or evidence note.

An evidence note should be provided to the Authority detailing the WEEE by category, tonnage and confirm the WEEE has been treated and recycled to the required standards.

Further information can be obtained from the BERR website:

<http://www.berr.gov.uk/>

N.B. The Producer compliance scheme and non-household user obligations for all non household waste start on 1 April 2007.

EC Directive on Batteries And Accumulators And Waste Batteries And Accumulators 91/157/EEC

All batteries and accumulators must be handled and disposed of in accordance with the EC Directive on Batteries and Accumulators and Waste Batteries and Accumulators Directive 91/157/ECC.

This Directive prohibits the placing on the market of certain batteries and accumulators containing mercury or cadmium. The specific rules needed to do this are supplementary to existing Community legislation on waste, in particular Council Directive 75/442/EEC of July 1975 on waste, Council Directive 1999/31/EC of 26 April 1999 on landfill of waste and Directive 2000/76/EC of the European Parliament and of the Council of 4 December 2000 on the incineration of waste.

This directive is supplementary to the European Waste Framework Directive (75/442/EEC), Council Directive (1999/31/EC) concerning the landfill of waste and Directive (2000/76/EC) on the incineration of waste.

Further information can be obtained from the BERR website:

<http://www.berr.gov.uk>

47. The Packaging And Packaging Waste Directive

All packaging must be handled and disposed of in accordance with the EC Packaging and Packaging Waste Directive 94/62/EC. The Contractor should, in addition, stay in accordance with any future legislation regarding the handling and disposal of packaging. Further information can be obtained from the BERR website: <http://www.berr.gov.uk>

48. Waste

Under the Environmental Protection Act 1990 it is unlawful to deposit, recover or dispose of controlled (including clinical if applicable) waste without a waste management licence, contrary to the conditions of a licence or the terms of an exemption, or in a way which causes pollution of the environment or harm to human health.

49. General Compliance

The Contractor should fully comply with every aspect of all relevant Codes of Practice, OEM's recommendations and Health Service technical memorandums.