**2. SPECIFICATION – *TO BE USED FOR ALL LOTS***

***PLEASE NOTE: THE SPECIFICATION FOR THE MOBILE PLANT ITSELF WILL BE PROVIDED AT THE FURTHER COMPETITION STAGE***

1. **Description of the Service**
	1. The Contractor shall supply to the Company the Goods as defined in Appendix One (Plant Specifications) as and when requested via an Order Form as per Clause 7 of the Framework Agreement (See ITT part 5 – Terms and conditions).
	2. Upon receiving and accepting an order from the Company, the Contractor shall aim to deliver the Goods within a lead time of 16 weeks.
	3. Whilst the expected lead time is 16 weeks, the Company accepts this may not always be possible to achieve. If the Contractor is unable to meet this lead time, this will be discussed with the Company at the contract award stage.
	4. If the Contractor is unable to provide the Goods within the 16 week lead time, they may be required to provide a temporary hire vehicle. This will be discussed with the Company at the Contract Award stage.
	5. Where the Contractor is delayed in delivering the Service due to circumstances outside of its control, for example due to supplies of parts or raw materials, there shall be no penalty.
	6. The Capital Cost (i.e. the cost of the equipment) shall include the cost of instruction of the Company’s staff in the use and maintenance of the Goods, and such instruction shall be in accordance with the requirements detailed within this Specification. This shall take place upon delivery or prior to delivery at an agreed location.
	7. The Contractor shall provide a three-year warranty as a minimum on the Goods
	8. The Company shall confirm with each Order Form where the Goods are to be delivered to.
	9. The Contractor shall be responsible for providing all routine servicing (“Hourly Servicing”) and the reactive maintenance (“RM”) for the Goods that are delivered.
	10. The Contractor shall ensure that it conducts the Hourly Servicing in line with manufacturers guidance and recommendation
	11. The Company shall be responsible for the daily operator maintenance as defined in the owners manual.
	12. The Hourly Servicing and RM shall be conducted on the Company’s sites.
	13. The Contractor shall work with Company to ensure there is little to no disruption to the sites daily activities when conducting Hourly Servicing and RM.
	14. The Contractor shall respond to all defects and emergencies as further detailed in Section 3 of this Specification (Repair Works).
	15. The Contractor shall note that the Company does not give any guarantee for the amount of work that will be required on a RM basis.
	16. The Company gives no guarantee of any Goods being purchased through this Framework Agreement.
	17. The Company shall not permit anyone other than the Contractor to maintain or alter the Goods without prior written permission of the Contractor, unless the Contractor has failed to execute its duties and obligations under this contract or, where required by law, the emergency services (such as the police or fire brigade).
2. **Inspection, Rejection and Guarantee**
	1. The Company may inspect or test the Goods, either once they are completed or during the process of manufacture. Any inspection will take place during normal business hours and on reasonable notice at the Contractor’s premises. The Contractor shall provide all reasonable assistance in relation to any such inspection or test free of charge. **The Company will endeavour to raise any concerns at the time of inspection, and allow the Contractor sufficient time to take these concerns into account and respond accordingly. However, no failure to make a complaint at the time of such inspection or test shall constitute a waiver by the Company of any rights or remedies in respect of the Goods**. The Company reserves the right to reject the Goods in accordance with paragraph 2.2.
	2. The Company may give written notice to the Contractor to reject the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery of the Goods to the Company. If the Company rejects any of the Goods pursuant to this paragraph, the Company may (without prejudice to other rights and remedies) either:
		1. Have such Goods promptly, and in any event within one working day, either repaired or replaced by the Contractor under the warranty provided by the Contractor. Once repaired or replaced, the Goods must conform in all respects with the approved sample or with the Specification. Due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or
		2. Treat the Contract as discharged by the Contractor’s breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned, together with payment of any additional expenditure reasonably incurred by the Company in obtaining replacement Goods. The Company must uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.
	3. For the avoidance of doubt, the Company shall be deemed to have accepted the Goods if the Company expressly states the same in written notice or fails to reject the Goods in accordance with paragraph 2.2.
	4. The issue by the Company of a receipt note for the plant and plant parts shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Company’s acceptance of them.
	5. Any Goods rejected or returned by the Company as described in paragraph 2.2 shall be returned to the Contractor at the Contractor’s risk and expense.
3. **Repair Works**
	1. In respect of any repair works to the Goods in accordance with paragraph 2.2.1, the Contractor shall not deliver any materials or plant nor commence any work on the Company’s premises (the “Premises”) without obtaining prior approval. Notwithstanding the foregoing, the Contractor, shall, at the Company’s written request, remove from the Premises any materials brought into the Premises by the Contractor, which in the reasonable opinion of the Company are either hazardous, noxious or not in accordance with the Contract and substitute proper and suitable materials at the Contractor’s expense as soon as reasonably practicable.
	2. If the Company rejects the repair works to the Goods in accordance with paragraph 2.2.1, the Contractor shall immediately rectify or remedy any defects. If within 5 working days the Goods, within the Company’s reasonable opinion, do not meet the requirements set out in this Specification and the Appendixes, the Company may terminate the Contract with immediate effect by notice in writing.
	3. The repair works shall be deemed to be completed when the Contractor receives a notice issued by the Company in accordance with paragraph 2.2. Notwithstanding acceptance of any repair works in accordance with that paragraph, the Contractor shall remain solely responsible for ensuring that the vehicle and the repair works confirm to this Specification and the Appendices. No rights of estoppel or waiver shall arise as a result of the acceptance of the repair works by the Company.
	4. The Contractor shall, when working on the Premises, perform the repair works in accordance with the Company’s environmental policy found in Appendix Two.
4. **Undertaking the Service**
	1. The cost of parts required to rectify any defects found by the Contractor shall be charged to the Company at the labour rate and mark up rate that were submitted as part of the Tender. This is with the exclusion of any parts covered by the warranty.
	2. If the Contractor is delayed by the Company or for any reason beyond the Contractor’s control, the Company shall fix a fair and reasonable revised date for the completion of the Hourly Servicing. The Contractor shall constantly use all reasonable endeavours to prevent or minimise any delay in the progress of the whole or any part of the Hourly Servicing.
	3. The Contractor shall, at the Company’s written request, visit the Premises during normal opening hours and carry out any such inspection, examination, investigation and/or assessment of the Goods as may be required by the Company and for whatever purpose stipulated by the Company. The Company shall state in writing the purpose for which they required the report. The initial request may be received via telephone but shall be followed up in writing via email.
	4. The Company shall grant to the Contractor for the purposes of the inspection, examination, investigation and/or assessment, access to the Goods. The Company will make available all manuals, system logs and/or records pertaining to the Goods.
	5. The Contractor shall be responsible for the ordering of all parts required in the Hourly Servicing of the Goods. The Contractor is not to store any parts on the sites without prior approval from the Company Representative.
	6. Where created as part of any RM carried out on the Premises, the Contractor shall ensure that all rubbish and waste resulting from the provision of the Service or other work performed under this Contract, is removed from the Company’s site at the end of each day, or by a time agreed by the Contractor and the Company Representative at no additional cost to the Company.
	7. The Contractor shall exert their best efforts to ensure that Company remains compliant of all statutory requirements and best practice as determined by regulatory bodies. Where there is a conflict, the Contractor will formally communicate where the Company is in breach.
	8. The Contractor shall act in the best interest of the Company at all times.
	9. Where required to carry out any RM on the Premises, the Company shall allow the Contractor to have reasonable use of, without charge, gas, water and/or electricity, telephone and domestic sewerage. This use will be in connection with the proper course of the Contractors duties under this Contract.
	10. The Contractor shall promptly comply with all reasonable written instructions given by the Company.
	11. The Contractor shall be able to conduct repairs to the Goods where required providing the cost to the Company does not exceed £250. Where the costs would exceed £250, a quote shall be submitted to the Company for approval.
5. **Defects & Emergencies**
	1. In addition to the Hourly Servicing, the Contractor shall provide an all hours RM service to the Company for the Goods in consideration using the relevant call out rate, labour rate and mark up fee specified in the Price Schedule.
	2. The Company shall make the Contractor aware of the defect / breakdown and shall provide the Contractor with a priority level as detailed below:
		1. Priority 1 – within two hours (safety critical)
		2. Priority 2 – within the same day (operational issues)
		3. Priority 3 – within one week (operational issues, however we are able to cover until repaired)
		4. Priority 4 – at the next Hourly Service or no later than one month, whichever comes first (non-urgent)

**5.3 The warranty period is defined as any manufacturer’s warranty PLUS any extended warranty purchased by the company at the point of sale.**

* 1. The Contractor shall ensure the defect is repaired in the timeframe dictated by its priority level.
	2. Should a defect/breakdown be judged by the Company or the Contractor to be safety critical, the Company shall suspend use of the Goods until the Contractor is able to inspect them. The Contractor will be required to respond in line with 5.2.1 above.
	3. Where the Contractor is unable to repair the defect / breakdown in the time specified, any additional costs to the Company shall be borne by the Contractor unless the reason for the failure is outside of the Contractor’s control. Additional costs will include the cost of replacement plant on a short-term hire basis until the defect / breakdown has been repaired.
	4. Where the Contractor is unable to repair the defect / breakdown in the time specified, it shall, with prior agreement from the Company, provide a replacement vehicle for short term hire until the Goods are repaired. The cost shall be borne by the Contractor as outlined above. For avoidance of doubt, the costs to be borne by the Contractor shall be inclusive of the cost of delivery to and collection from the Company’s site. The replacement vehicle is to be provided within 24 hours of the Company and the Contractor agreeing this course of action is required.
	5. If a vehicle is unable to be repaired on site whilst under the warranty period and needs to taken away, the cost of collection and re-delivery from/to the Company’s site will be borne by the Contractor.
	6. Where the defect is a priority 1, 2 or 3, the Contractor shall charge the appropriate call out rate depending on if the call is inside or outside the Contractor’s normal business hours.
	7. Where the defect is a priority 4, the Contractor shall include the repair work as part of the Hourly Servicing rate, excluding any parts that are required. However, if the repair work is to take a substantial amount of time, the Contractor shall notify the Company and provide the Company with a quote for the work.
	8. Any parts needed for any RM work will be charged at cost plus the mark up rate stated in the Price Schedule.
	9. The Contractor, at no cost to the Company, shall promptly on being notified make good any defects in the repair which appear within the rectification period of 12 months and which result from materials and/or workmanship not being in accordance with the Contract. The Company will give prompt notice of any defects and give reasonable access for making good.
	10. If the Contractor fails to promptly make good any defects of which notice is given under paragraph 5.9 above, the Company may employ other contractors to do so and shall be entitled to deduct or recover a debt the costs of doing so.
1. **Replacement & Reconditioning of Parts**
	1. Except where the Goods have been damaged or adversely affected by the Contractor’s actions (in which case the Contractor will expedite any necessary repair/works at its costs);
		1. The provision of Hourly Servicing, emergency testing and/or inspection under this Contract does not include, unless expressly provided, the replacement or reconditioning of any parts of the Goods. Therefore, any charge or charges for parts made under this Contract are to be charged to the Company at cost plus the mark up rate given in the Price Schedule.
		2. If, in the Contractor’s reasonable opinion, it is necessary to replace or recondition parts of the Goods, the Company shall either instruct the Contractor to replace or recondition such parts or otherwise make replacements or reconditioned parts available to the Contractor at no cost to the Contractor. The Company may request the Contractor to submit a cost estimate in advance of being instructed to replace or recondition parts.
		3. The Contractor’s cost estimate of parts shall be based on the net cost of the part or parts and/or materials plus the mark up figure stated in the Price Schedule.
		4. The Contractor shall not be responsible for the good working order of the Goods if the Company declines to replace or recondition defective or worn-out parts and /or materials when advised by the Contractor to do so. In any case, the Contractor should make clear to the Company the implications of not repairing/replacing defective/worn parts.
		5. The Contractor shall maintain an open book transparency in regards to the costs of all parts.
2. **Health & Safety**
	1. The Contractor shall take all measures as are necessary to ensure safety, health and welfare of all persons at work.
	2. The Contractor shall notify the Company of any changes of contact details for the nominated people within their organisation responsible for Health & Safety matters.
	3. The Contractor shall at all times ensure that its own health and safety policy and procedures are adhered to and take into account any existing and future guidance from the Health & Safety Executive (HSE) (or other similar body).
	4. The Contractor shall review its health and safety policy, safety procedures and risk assessments as requested by Yorwaste and on a periodic basis no greater than every twelve months. Yorwaste reserves the right to comment upon such health and safety policy, safety procedures and risk assessments as it feels appropriate and request a review at any stage.
	5. The Contractor shall ensure risk assessments and controls are applied to any present or future activities relating to the Service. The Contractor shall confirm when its risk assessments have been reviewed and shall supply Yorwaste with copies of any new or modified risk assessments and safety procedures which relate to the Services.
	6. The Contractor shall at all times ensure provision of safety information, instruction, training and supervision. The Contractor shall ensure that all members of staff have the appropriate level of health and safety training to enable them to safely provide the Services.
	7. The Contractor shall maintain a first aid box equipped with appropriate first aid equipment that shall be kept in the vehicles at all times.
	8. The Contractor shall investigate and rectify all health and safety issues identified by the Company. The Contractor shall agree with the Company an action plan to address these including a timescale.
3. **Staffing**
	1. The Contractor shall ensure that only staff that are sufficiently trained and competent shall work on the Company’s Goods.
4. **Provision of Information**
	1. The Contractor shall record details of any incidents and report immediately to the Company Representative and anyone they may nominate including:
		1. Health & Safety incidents/near misses
		2. Plant accidents
		3. Plant breakdowns
	2. The Contractor shall provide the relevant paperwork to the Company after conducting work on the Goods. A copy of the paperwork is to be provided by the end of the following working day from the day the work was completed. The official hard copy is to be provided within three working days of the work being completed.
	3. All the Goods files shall be held by the Company.
	4. All invoices shall be fully itemised and provide a full breakdown of how any costs have been calculated.
	5. This information provided on the invoice should include, but is not limited to; Parts, labour, travelling costs, mark-up.
5. **Performance & Monitoring**
	1. The Contractor is required to undertake the following performance monitoring regime:
		1. To take note of the prioritisation of reported service performance failures.
		2. To operate procedures and systems to record information in support of performance monitoring and to enable regular and robust performance reporting.
		3. To monitor the performance of the Services and produce quarterly performance reports for the Company.
	2. Yorwaste shall monitor the Contractor’s performance in line with the Key Performance Indicators set out in Table 1 below. The Contractor is required to meet the compliance levels specified below – These are contractual obligations:

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| **No.** | **Key Performance Indicator** | **Unit of Measure** |
| 1. | Response to defects in Priority 1 | 98% compliance |
| 2. | Response to defects in Priorities 2 & 3 | 95% compliance |
| 3. | Hourly Servicing completed to schedule | 100% compliance |
| 4. | Goods delivered with no defects | 95% compliance |

10.3 The Contractor and the Company shall ensure both parties fully comply with all obligations detailed in Clause 27 of the Call Off Conditions (Monitoring of Call Off Contract Performance).

* 1. The Contract Manager and Company Representative shall meet on a quarterly basis to discuss the performance of the Contractor.