**THE SPECIFICATION (DRAFT - SUBJECT TO CHANGE)**

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| **1.** | **INTRODUCTION** |

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| 1.1 | The Company requires on-site mechanical/electrical and fabrication engineering services as detailed in this Specification. |
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| 1.2 | The Contractor will be expected to attend a mandatory Health and Safety induction prior to obtaining an IDACS security pass card. No access to secure areas shall be granted without a pass card. |
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| 1.3 | The Contractor’s performance of the Services and any Additional Services will be monitored in accordance with Key Performance Indicators.  |
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| 1.4 | The Contractor shall ensure that their staff have all relevant licenses for the Equipment they are to be working on. This is in order to ensure that they are able to safely perform adequate testing of the Equipment after repair. The Company’s Training department shall provide said training to ensure that the staff reach the required standards but training costs shall be borne by the Contractor and these costs shall be recharged back to the Contractor where applicable. |
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| 1.5 | A minimum of 50% of the Contractor’s personnel allocated to perform the Services will need to be in possession of the Company’s operating licences for specified forklifts and other associated mobile equipment, such as fuel bowser, lubrication vehicles and snow clearing equipment for the purpose of maintenance services and machine testing. The Company will organise and be responsible for the appropriate testing to gain licences.  |
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| 1.6 | A minimum of 50% of the Contractor’s personnel allocated to perform the Services will need to be in possession of the Company’s operating licences for specified Mobile Elevating Work Platforms (‘MEWP’s’) for the purpose of maintenance services and machine testing. The Company will organise and be responsible for the appropriate testing to gain licences.  |
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| 1.7 | The Company shall provide the Contractor with access to workshop space for the purposes of performing the Services and any Additional Services.  |
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| **2.** | **SCOPE OF SERVICES** |
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| 2.1 | To provide the Company with on-site mechanical/electrical and fabrication engineering services including but not limited to the following: |
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|  | a) | Perform prescribed mechanical works on a number of types of mobile port equipment, including but not limited to; forklifts up to 40 tonnes capacity; snow clearing and gritting equipment; fuel tankers and lubrication service wagons as well as any other miscellaneous mobile and fixed plant (the “Equipment”). The approximate current list of Equipment is provided below for information purposes only:  |
|  |  | 40 x Small to mid-size forklift trucks and associated attachments4 x Large forklift trucks2 x JCB telehandlers4 x Massey Ferguson Tractors3 x Mercedes-Benz fuel bowsers3 x Snow gritters6 x Mid-size on highway trucks10 x Mobile Elevated Work Platforms (Genie and Versalift)5 x Mobile generator powered lighting towers.All attachments and equipment associated with this plant and any other associated equipment as detailed by the Company, e.g. workshop equipment such as air compressors and other ancillary equipment. |
|  | b) | Undertake such works on plant and components and mechanisms of plant removed for maintenance and repair. |
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|  | c) | As necessary remove and/or replace components and mechanisms from plant and associated equipment. |
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|  | d) | Mechanisms and components to include but not be limited to engine transmissions, vehicle running gear and operating systems. |
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| 2.2 |  | Normal Working Hours |
|  |  | Normal working hours are for 2 staff members working for a 8 hour duration from 08:00 – 16:30 for 5 days per week (Monday to Friday but excluding Bank Holidays) with 30 minutes unpaid lunch break for 50 operational weeks per year (week 2 to week 51 inclusive) as specified by the Company.  |
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| 2.3 |  | Time Sheets |
|  | a) | The Contractor shall provide the Company with time sheets each week recording the hours worked by persons performing the Services. |
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|  | b) | These time sheets must record the hours worked each day and allocate the hours to individual assets with a description of the work undertaken and the engineering management and information system individual work order number. |
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| 2.4 |  | The provision of any Services, as requested by the Engineer (or Equipment Controller) for any department or associated company within the Company’s group of companies. |
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| 2.5 |  | The provision of any Service, as requested for, or on behalf of or by a third party and approved by the Engineer. |
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| 2.6 |  | As Equipment availability is a prime objective, the Contractor will be required to respond to any breakdown with the minimum of time loss. Outage times are to be kept to a minimum with backlogs closely monitored and reported. The Contractor will be required to liaise with both Port internal staff and other contractors to ensure efficient overall work activities and minimise disruption to operations. |
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| 2.7 |  | As requested and in liaison with the Engineer (or Equipment Controller), provide support to complete mechanical/electrical or fabrication inspection and testing to rectify any defect, repair or otherwise to enable the smooth passage of cargo through the Port. |
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| 2.8 |  | As required, assist with the compilation of reports on future capital refurbishment or other major works and expenditure. |
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| 2.9 |  | Via the Engineer or Equipment Controller, identify, justify and seek authorisation to alter the spare parts stock holding to assist with maximising equipment availability. |
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| 2.10 |  | As requested and as deemed necessary, provide input and resources to any warranty, insurance or other reimbursable defect or claim. |
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| 2.11 |  | Via the Engineer or Equipment Controller, input and provide resources to the development of the ongoing safety needs and codes of practices of the Company and its estate. |
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| 2.12 |  | Any defect, incident or accident outside the norm must be reported to the Engineer or Equipment Controller prior to any work being undertaken. |
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| 2.13 |  | The Contractor’s contract manager must be contactable by the Company’s representative at all times. |
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| 2.14 |  | All Equipment must be tested and proved fully operational following repair. Re-work is not acceptable and quality of work is pre-requisite. |
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| 2.15 |  | Where recurring faults appear, the Contractor shall bring these to the Engineer’s attention, as a minimum, on a weekly basis and input as necessary in designing out the problem. |
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| 2.16 |  | Such other mechanical services as may be requested by the Company from time to time (“Additional Services”). The Contractor shall analyse, price and provide a quotation on any additional services as requested by the Company. |
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| 2.17 |  | Ensure that the Contractor’s staff abide by the Company’s safety standards. Failure to adhere to the Company’s safety requirements would result in disciplinary action being taken against the Contractor’s staff, where it would be expected that the Contractor supports the Company. |
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| 2.18 |  | The Contractor’s labour shall report, on a day to day basis, directly to the Company’s Equipment Controller. The Equipment Controller shall issue and prioritise the work that the Contractor undertakes. |
| 2.19 |  | The Contractor’s labour shall ensure that the engineering management and information system (Maximo) is kept up to date by inputting data into the relevant fields within the Maximo system. The Contractor shall be given training to use the Maximo system by the Engineer or the Equipment Controller |
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| **3.** |  | **GENERAL** |
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| 3.1 |  | Port Regulations The Contractor shall at all times comply with the Health and Safety at Work Act 1974, and approved Code of Practice. On commencement of the Services the Contractor’s Safety Officer shall report to the Company’s Safety Office to confirm understanding of all relevant requirements for the specific area of work. Heavy plant will be working in the Port area and, accordingly, the Contractor shall exercise due care and attention at all times in access to and from the Site(s). The Contractor shall request notification of acceptable routes and shall liaise with the Company on use of such routes. |
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| 3.2 |  | Damage to Shipping or Shore FacilitiesThe Contractor shall take every precaution to prevent injury to personnel and damage occurring to shipping and Port facilities of every kind during the execution of the Services and any Additional Services and shall forthwith repair, make good and defray any loss, damage, cost, claim, charges or expenses incurred by or in consequence of any such damage or injury. |
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| 3.3 |  | Site VehiclesAll vehicles supplied by the Contractor will have to satisfy all applicable laws and regulations and carry a valid certificate of compliance.  |
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| 3.4 |  | DriversAny driver of site vehicles supplied by the Contractor will need to comply with all applicable legal and regulatory requirements and carry a valid certificate of compliance.  |
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| 3.5 |  | Equipment on Loan/HireIn the event of the Contractor using the Company’s plant on loan or hire, the Contractor must effect the necessary insurance to indemnify the Company against all third party claims. The Contractor will accept prime responsibility for the safety of lifting equipment and method of work. |
| 3.6 |  | Health and Safety |
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|  | 3.6.1 | For safety reasons (e.g. fire risk or emergency access) any instructions issued by the Company’s statutory Safety, Fire or Police Officers must be obeyed. Subject only to the demands of an emergency, the Contractor shall as soon as practicable notify the Company of the events, and instructions received, for record purposes. |
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|  | 3.6.2 | The Contractor shall provide all equipment and facilities necessary to fulfil any statutory obligations on matters relating to safety, health and welfare. This includes providing suitable mess room facilities.. |
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|  | 3.6.3 | The Contractor shall conduct its and its sub-contractors’ activities so that equipment, working conditions and methods are safe and without risk to the health of its own and the Company’s employees and other persons at the Port. |
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|  | 3.6.4 | The Company shall provide the Contractor with a copy of its safety policy and the name of the person responsible for site safety. |
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|  | 3.6.5 | Persons employed by the Contractor at the Site(s) shall comply with all emergency requirements to evacuate areas as directed by a Company’s official and inform that official, as soon as practicable, of any person employed by, or sub-contracted by, the Contractor who is missing from that evacuation. |
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|  | 3.6.6 | The Contractor shall promptly inform the Company orally (followed promptly by confirmation in writing) of any legally notifiable accident or occurrence, within the Contractor’s area of responsibility. Such notification will include confirmation of notification to the Health and Safety Executive. Similarly the Contractor shall report any damage to property arising from the performance of the Services immediately.  |
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|  | 3.6.7 | The method of working is to be discussed with the Company prior to the commencement of Services and any Additional Services so that any areas of particular or unusual danger may be identified and an appropriate safe system of work agreed accordingly. |
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|  | 3.6.8 | Prior to undertaking any Services and any Additional Services under this Agreement the Contractor shall supply the Company with risk assessments for all the anticipated types of specific tasks, which will be required to complete the Services and any Additional Services. |
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|  | 3.6.9 | The Contractor shall enforce a Safe Working Practice whereby no working on ‘live’ electrical circuitry is allowed without specific authorised permission and a lockable isolation means is provided to protect ‘dead’ circuits. |
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|  | 3.6.10 | The Contractor shall report any failure of the electrical supply to the main isolating switch at any Site(s) immediately to the Company. |
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|  | 3.6.11 | The Company operates and enforces a ‘Safety Helmet’ rule on any site where there is any danger of head injury and a ‘High Visibility Clothing’ rule within all operational areas and which applies to all persons in the Port without exception. When performing Engineering operations and occupying Engineering work areas, the mandatory wearing of eye protection is enforced.  |
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| 3.7 |  | Pollution |
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|  | 3.7.1 | Without prejudice to any other provisions of this Agreement, the Contractor shall take all necessary precautions in connection with any underground water resources (including percolating water), rivers, streams, waterways, drains, watercourses, lakes, ditches, reservoirs and the like to prevent: (a) any interference with the supply to or abstraction from such sources; (b) silting; (c) erosion of their beds and banks; and (d) pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal aquatic or plant life. |
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|  | 3.7.2 | The Contractor shall take all necessary measures to prevent damage, loss, injury, or nuisance caused by mud, dirt, stones or other material used or generated in connection with the Services and any Additional Services. This shall include but not be limited to ensuring that no fuel or lubricant, mud, drift stones, or other material is spilled or deposited on the highway whether or not it is open to traffic.  |
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| 3.8 |  | Environment  |
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|  |  | During performance of the Services and any Additional Services on the Site(s), the Contractor shall take all reasonable steps to minimise wind-borne pollutants and debris. |