**2. SPECIFICATION**

1. **Description of the Service**
   1. The Company is looking to establish and manage a Preferred Supplier List (“PSL”) for the following trades:

* Electricians
* Plumbers
* Drainage works
* Ground works
* General Handymen
* Ventilation and Air-conditioning
  1. The types of work which could be expected from each trade is outlined in Appendix 2 – List of services
  2. The Contractor will be one of a number of on the PSL. Being added to the PSL does not guarantee the Contractor work.
  3. The Company reserves the right to add/remove sites from the Contract as the required.
  4. The Company shall not permit anyone other than the Contractor to provide the Service on any of the Company’s sites without the prior written permission of the Company, 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) or under the terms of the Company’s lease requiring the landlord or sub-contractors to access, service or otherwise handle the Goods.
  5. On occasion The Company may need to go out to tender for certain work (instead of placing it using the PSL). This could be due to the value of the work required (Meaning it would fall under the requirements of the Public Contract regulations 2015) or because the Company feels it does not fall within the scope of the PSL.
  6. The Company will notify the Contractors on the PSL when the above takes place.

1. **Undertaking the Service**
   1. The Company shall provide to the Contract:
      1. In writing and in due time, any further information and instructions that the Contractor reasonably requires in order to carry out the Services by the date fixed for their completion.
      2. The access to areas and facilities stated in Appendix One.
   2. If the Contractor is delayed by the Company or for any reason beyond the Contractor’s control, the Company shall fix a fair a reasonable revised date for completion of the Services detailed in section 1. 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 provision of the services.
   3. **The Contractor must supply fully itemised quotations and invoices including, but not limited to, parts and labour costs**
   4. The Contractor shall keep and maintain site report records which are kept up to date following any activity on that site. The records will remain the property of the Company at all times. The Company shall be able to access these records at any time.
   5. The Contractor shall visit the Company sites during Normal Opening Hours and carry out the service as may be required by the Company and for whatever purpose stipulated by the Company.
   6. The Company shall grant to the Contractor for the purposes of the service access to the sites and areas required, and make available all manuals; system logs, and/or records relevant to carrying out the service.
   7. The Contractor will exert their best efforts to ensure that the 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 will act in the best interest of the Company at all times.
   9. The Company shall not unreasonably deny the Contractor access to the sites/areas required at all agreed times.
   10. The Company shall allow the Contractor whilst on the Company’s site to have reasonable use of, without charge, 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.
   11. The Company shall endeavour to notify the Contractor in writing of any changes and/or alteration made to either the sites or the Equipment on the sites. Any such change or alteration may give rise to an amendment to the Contractor’s charges as stated in the Price Schedule. Such changes in charges will be finalised by negotiation and agreement between the Contractor and the Company in accordance with the terms of this Contract.
   12. The Contractor shall keep the working areas tidy and comply with any regulations.
   13. The Contractor shall provide to the Company any information that the Company may reasonable require as to the methods and materials used or to be used in carrying out the Services and/or as to their conformity to the Contract.
   14. The Contractor shall promptly comply with all reasonable written instructions given by the Company.
2. **Defects & Emergencies**
   1. The Contractor at no cost to the Company shall promptly on being notified, make good any defects in the services which appear within the Rectification Period as agreed at time of purchase, 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.
   2. For the avoidance of doubt, the Rectification Period is the period of time following practical completion during which the Contractor remains liable under the contract for dealing with any defects which become apparent.
   3. If the Contractor fails to promptly make good any defects of which notice is given under paragraph 3.1 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.
   4. Should the Company discover any defects outside of the rectification period, this would be treated as a breach of contract. In this circumstance the Company would contact the Contractor in the first instance to agree a course of action for making good the defects. This course of action could include the Company using another contractor to make good the defect, in which case the costs of doing so would be passed on to the Contractor.
   5. Where the Contractor has undertaken repair or maintenance work, the Contractor shall no later than the end of the week following that in which the work has been carried out, deliver to the Company in such form as the Company may reasonable require, a return giving full details of the labour, material and equipment for the relevant week.
3. **Health & Safety Requirements**
   1. Without limiting either party’s statutory and/or regulatory duties or responsibilities and/or the specific health and safety requirements of the Contract, the parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the Contract.
   2. The Contractor shall comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive.
   3. The Contractor shall ensure compliance at all times with all Health and Safety and Equality Act legislation.
   4. The Company shall allow the Contractor whilst on the Company’s site or sites, the free use of designated toilet and welfare facilities. The Contractor shall always use these facilities with proper conduct and shall leave the facilities as clean as they find them. The same applies when the Company is on the Contractor’s site.
   5. The Contractor and its sub-contractors shall participate as required with the Company’s emergency evacuation drills.
   6. The Contractor shall ensure suitable risk assessments and method statements controls are in place prior to any work being carried out. Risk assessments and method statements must be available for inspection at all times whilst working on the Company premises. The Contractor shall confirm when its risk assessments have been reviewed and shall supply the Company with copies of any new or modified risk assessments and safety procedures which relate to the Service if requested to do so in writing.
   7. The Contractor and any personnel must adhere to the site rules including induction processes, wearing of PPE and safe working practices.
      1. All personnel are required to complete an induction at each site prior to carrying out any work.
      2. Personnel must follow site specific access procedures and obtain necessary authorisation and/or permits to work before commencing.
      3. Minimum PPE requirements at all sites are: Hard Hat, High visibility clothing (trousers and top), gloves, safety footwear and eye protection.
   8. The Contractor shall ensure that all staff engaged or employed in or about the provision of the Service shall do so with all due skill, care and diligence and shall have such qualifications, training, skills and experience as are necessary for the proper supply of the Service.
   9. The Company reserve the right to conduct audits as they deem necessary to ensure compliance with this Specification and all relevant legislation.
4. **Response Times**
   1. The response times are the time periods commencing with the notification to the Contractor of the need for support, repairs or maintenance.
   2. Notification of the request for supply will be made by the Company Representative person by email or by telephone.
   3. The Contractor shall respond at all times in an efficient and professional manner and within the response times indicated.
   4. The Contractor shall maintain records relating to orders and deliveries and these should be retained throughout the contract period.
   5. If, after agreeing a job request with the Company, the Contractor is unable to fulfil the request for any reason (Either outside or within their control), the Contractor must notify the Company at the earliest possible opportunity.
   6. Following the above, the Contractor and the Company will work together and decide if the work can be postponed, or if the Company will need to contact an alternative Contractor.
5. **Staffing**
   1. The Contractor shall ensure that only staff and sub-contractors that are fully trained and accredited carry out the necessary works and, where required, will provide evidence of their current qualification/authority in order to allow the Company to comply with its obligations under current regulations as set out by the appropriate regulatory bodies.
6. **Environmental Assurance**
   1. The Contractor shall ensure all waste products, as part of the supply are disposed of in strict accordance with any legislative requirements and in a safe and environmentally conscious way. Disposal of waste will be at no additional cost to the Company.
   2. The Contractor shall ensure that all transfer notes for the disposal of waste streams are kept for the duration of the contract and can be produced at any time if requested by the Company Representative.
7. **Environmental Management**
   1. The Contractor shall ensure that all necessary practices, policies and training are put in place to ensure that all products are correctly diluted (where applicable), and used only as is essential for effective provision of the Service.
   2. The Contractor shall ensure, in so far 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 Company in accordance with this Contract are:
      1. Bio-degradable, and/or;
      2. Environmentally acceptable, and/or;
      3. Ozone friendly.
   3. The Contractor shall ensure all its staff will take all practical steps to reduce energy consumption and improve the recycling of waste while undertaking their duties.
   4. The Contractor shall ensure that all waste generated by cleaning, repairs and maintenance shall be reused or recycled by the Contractor wherever the technology exists and is commonly available whilst demonstrating value for money (this includes mandatory recycling of spent light bulbs).
   5. During the course of the Agreement, if the Company is of the opinion that the Contractor is acting irresponsibly in respect of environmental issues will be removed from the Agreement.
8. **Contract Management**
   1. The management of the Contract on behalf of the Company shall be the responsibility of Chris Tomlinson, Group Asset Manager, along with their representatives.
   2. Both parties shall meet to progress current matters and forward planning as and when required.
   3. The Company may also request details of supply and deliveries as part of this contract from time to time. Meetings may also be arranged as part of the performance monitoring process.
   4. Throughout the contract, the Company Representative will monitor the following:
      1. Performance and quality;
      2. Compliance with the specification and contract terms; and
      3. Cost and value for money.
9. **Performance Management**
   1. The Company shall monitor compliance and evaluate the performance of the Contractor against all aspects of the Service through the Contract Period.
   2. A Service Level Agreement (“SLA”) will be drafted and agreed upon award of the Contract with the successful Contractor and inserted as a Schedule to the Terms & Conditions. The KPIs will be listed in the further competition documents.
   3. The Contractor is required to undertake the following performance monitoring regime:
      1. To operate procedures and systems to record information in support of performance monitoring and to enable regular robust performance reporting.
      2. To monitor the performance of the Services and produce monthly performance reports for the Company.
   4. The Contractor and the Company shall ensure both parties fully comply with all obligations detailed in Clause 28 of the Terms & Conditions.
   5. The Contract Manager and Company Representative shall meet on a monthly basis for the initial six months of the Contract. Following this, the Contractor and the Company shall meet once per year for a general service review.
10. **Data Protection**
    1. The Contractor must be fully compliant with any existing and future Data Protection Legislation.
11. **Management Information**
    1. The Contractors shall provide such management information as the Company may require from time to time. The Company will give adequate notice to the Contractor of any such request.
12. **Agreement Review**
    1. The Contractor shall be subject to periodic reviews as determined by the Company to ensure continued satisfactory performance.
    2. The outcome of the reviews shall determine the continuation of the Contractor participation within this Agreement.
    3. If at any time the Company feels the Contractor is not performing the service in accordance with the standards of the Contract, the Company reserves the right to remove the Contractor from the PSL indefinitely. However this should be used as a last resort, and where possible both parties should work together to resolve any issues in meeting the Contract standards.
    4. In case of the Contractor being removed from the PSL, the Company must, as a minimum, provide the following information when setting out their reasons for removal:

* Which parts of the Contract the Contractor is in breach of (or is not fulfilling)
* Examples (including dates and times where possible) of the above
* Details of any previous discussions which took place in order to rectify any issues, and why these were ultimately not successful

1. **Payment Terms**
   1. Our payment terms are strictly invoice month end + 30days. E.g. If you send an invoice in mid-October, payment will be made at the end of November.