LHCSPA WPA SWPA CPC

SPECIFICATION OF SERVICES

ENGINEERING INSPECTION SERVICES (EIS)

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INTRODUCTION TO THE ENGINEERING INSPECTION SERVICES (EIS) FRAMEWORK

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1. Introduction

- 1.1. Engineering Inspection Services are required to comply with the legal responsibilities to service and maintain plant, machinery, and equipment in accordance with Health and Safety Legislation and Regulations with a view to:
 - 1.1.1. Securing the health, safety, and welfare of persons at work;
 - 1.1.2. Protecting persons other than persons at work against risks to health or safety arising out of or in connection with the activities of persons at work;
 - 1.1.3. Controlling the emission into the atmosphere of noxious or offensive substances from premises of any class prescribed in the Health and Safety at Work Act 1974.
- 1.2. The services required under this Engineering Inspection Services (EIS) Framework are covered by the following Acts and Regulations:
 - 1.2.1. The Health and safety at work act 1974 (HSWA)

- 1.2.2. Management of health and safety at work regulations 1999 (MHSWR)
- 1.2.3. The Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
- 1.2.4. Provision and Use of Work Equipment Regulations 1998 (PUWER)
- 1.2.5. Pressure Systems Safety Regulations 2000 (PSSR)
- 1.2.6. The Control of Substances Hazardous to Health 2002 (COSHH)
- 1.2.7. Electricity at Work (EAWR) Regulations 1989
- 1.2.8. The Control of Major Accident Hazards Regulations 2002 (COMAH)
- 1.2.9. The Dangerous Substances and Explosives Atmospheres Regulations 2002 (DSEAR)
- 1.2.10. The Control of Lead at Work Regulations 2002 (CLAW)
- 1.2.11. The Working at Height Regulations 2005 (WAHR)

2. <u>Aims and Objectives</u>

- 2.1. To make available to public sector organisations, whose assets fall under the legislations above, the services of suitably qualified, competent, and capable organisations to deliver engineering inspections services to facilitate effective asset risk management.
- 2.2. Public sector organisations will have the ability to call-off from the framework workstreams to compose bespoke services from single and/or multiple contractors in accordance with their operational requirements.
- 2.3. To open the public sector market for engineering inspections services to qualified, competent and capable organisations of all sizes, so that value for money fit-for-purpose services may be procured by public sector organisations. Lower value bands in each workstream have been included to encourage entry of SMEs and Micro organisations, and to create mutual contracting opportunities for smaller sized asset owners to establish relationships with smaller providers, who may be better suited to deliver their service requirements.
- 2.4. To encourage innovation and greater participation by the engineering inspections services sector in the attainment of wellbeing for individuals and communities, create social capital, and environmental benefits through collaboration of social value objectives. Each Client will have targets and measures specific to their individual Framework Project requirements, in addition to LHC's Lifetime Values.

3. <u>Purpose of thorough examination, inspection and testing</u>

- 3.1. The purpose of inspections is to identify whether equipment can be operated, adjusted, and maintained safely and to enable any deterioration detected to be remedied before it results in a health and safety risk.
- 3.2. All inspections are to be carried out in accordance with the legislation(s) / regulation(s) / Industry standard(s) applicable to the asset, to ensure healthy and safe conditions are maintained.
- 3.3. Inspections should focus on those safety related parts which are necessary for the safe operation of the equipment and, in some cases, this may require testing or dismantling.
- 3.4. A systematic and detailed examination of the equipment and safety-critical parts are to be carried out at specific intervals by a competent person who must then complete a written report. The content of the report will depend on the type of thorough examination, inspection, and/or testing being carried out, and details of what should be contained in the written report is set out separately for each workstream. The format in which the written report must be submitted will be provided by the Client with their call-off requirements.

4. <u>Provider's Proposals</u>

- 4.1. LHC Client's will set out their requirements in their individual scope of requirements in accordance with Framework Alliance Contract (FAC-1) Schedule 4 Part 1 Direct Award Procedure, or as part of a Further Competition Process in accordance with FAC-1 Schedule 4 Part 2 Competitive Award Procedure, between eligible providers in the relevant workstream and value band.
- 4.2. In response to the Client's scope of requirements the provider shall provide a written response which sets out their detailed understanding of the Client's scope of services, proposed approach to the task, resource plan, programme, and fee proposal.
- 4.3. The timescale for provider(s) to respond to the Client's scope of requirements shall be defined within the individual call-off contracts established by the Clients under this Framework Alliance Contract, as will the format and content of the written response.
- 4.4. The proposed resource plan shall include copies of detailed CVs which outline the level of expertise and experience of the personnel to be assigned and include the provision of key persons where requested or appropriate.
- 4.5. The provider shall agree their fee, key persons, and timetable with Clients, prior to commencement of the Services.
- 4.6. The provider shall ensure the Services to be provided are progressed and delivered within the required timescales as set out in the Client's scope of requirements, or as otherwise subsequently agreed in writing between the provider and the Client.
- 4.7. The provider shall ensure that the Services to be provided are delivered in accordance with the Client's scope of requirements, and comply fully with the required professional, technical, quality, safety, legislative and environmental standards.
- 4.8. The fee submitted by the provider within the provider's proposal shall include all necessary outputs and deliverables appropriate to the Client's scope of requirements and in accordance with the Framework Scope of Services.
- 4.9. The fees in the call-off contract shall not exceed the maximum prices detailed within the providers framework tender response. The provider shall ensure that all fees are appropriate to the service delivery and are properly chargeable.
- 4.10. The provider shall prepare invoices for payment and submit them to the Client in accordance with the provider's proposal and the call-off contract.
- 4.11. The provider shall, at all times, maintain accurate records of all payments and other matters relating to its duties and retain copies of all invoices and supporting documentation. If requested, the provider shall make such records available to LHC and LHC's Clients, in accordance with Clause 16.12 of the Framework Alliance Contract.

5. <u>Estate and Asset Management Requirements – Data Requirements</u>

- 5.1. The provider shall ensure full compliance with any estate and asset management strategy held by LHC and LHC's Clients.
- 5.2. The provider shall provide information in Excel to update LHC's and/or LHC Clients' property and asset records. LHC and/or LHC Clients may require this information in other data formats and this will be set out in their call-off requirements.

6. <u>Continuous Improvement</u>

- 6.1. The provider shall ensure that they effectively review the delivery of their Services in order to continually improve performance.
- 6.2. The provider shall ensure that it raises its standards of service delivery throughout the framework period and shall promote best practice to become working practice.

- 6.3. The provider shall encourage creativity, innovation, and continuous improvement during the course of a call-off contract or series of call-off contracts.
- 6.4. The provider shall use various information sources to maintain and develop their knowledge of the public sector, the engineering inspection services market and keep up to date with legislative, regulatory and industry standards.

7. <u>Risk Management</u>

- 7.1. The provider shall work with their supply chain and LHC and/or LHC's Clients to proactively manage risks.
- 7.2. The provider shall work with Clients to identify and rank the risks identified, agree risk management strategies, and prepare a risk register for each inspection call-off contract, that identifies the roles and responsibilities, and risk mitigation strategies to be utilised.

8. <u>Communication</u>

8.1. The provider shall establish and comply with specified communication procedures to work effectively with Clients to achieve the successful delivery of the Services, as detailed in LHC's and/or LHC Client's scope of requirements. The provider must be able to present technical information in plain English for non-technical audiences.

9. Framework Key Performance Indicators (KPIs)

- 9.1. The provider shall comply fully with the Key Performance Indicators (KPIs) set out in the Framework Alliance Contract, in relation to their own performance.
- 9.2. The provider shall record their performance against the KPIs for agreement and review with LHC / LHC Clients at a frequency to be determined in the Client's scope of requirements.

10. Account Manager Requirements

- 10.1. The provider shall assign a named individual as the Framework Alliance representative.
- 10.2. The provider shall also provide a deputy Framework Alliance representative with relevant experience and shall ensure continuity is maintained during any periods of absence.
- 10.3. The provider shall provide each Client with a named customer relationship manager, with relevant experience. The account management provided by the provider shall be proportionate to the size and complexity of each Client's call-off requirements.
- 10.4. The customer relationship manager shall hold operational service review meetings at a frequency to be agreed with each Client, as required within the Client's scope of requirements.

11. Business Continuity and Disaster Recovery Plan

- 11.1. The provider shall have a robust Business Continuity Plan in place to maintain the delivery of Services and shall share this plan (including any updates) with LHC and LHC's Clients upon request.
- 11.2. The provider must comply with:
 - 11.2.1. ISO 22301 Business Continuity Management
 - 11.2.2. BS ISO 22301:2012 Societal Security Business Continuity management systems Requirements
 - 11.2.3. PD 25222:2011 Business continuity management Guidance on supply chain continuity
- 11.3. The provider must demonstrate the ability to recover data and systems, and processes for frequent backup of systems and data, (the minimum of 24 hour back-up of all data and full Business recovery within 48 hours), regular tests and drills of disaster procedures, data and

system backups stored offsite (within the UK), appropriate and relevant insurance, documented emergency procedures and both manual and automated procedures in place.

- 11.4. The provider shall have in place and operate arrangements that, in the event of an unforeseen circumstance that prevents them from completing a task, all incompleted tasks can be transferred to another consultant and completed in accordance with the relevant requirements and standards, to the satisfaction of the Client.
- 11.5. In the event of an emergency or crisis situation, the provider shall notify LHC and LHC's Client(s) immediately, and within an hour of being aware of the emergency or crisis, providing a full list of LHC's Clients potentially impacted. The details of the provider's process for the management of the potential emergency or crisis situation shall be clearly defined in the Business Continuity and Crisis Management Plan.
- 11.6. The provider shall review the Business Continuity Plans and Crisis Management Plans annually and after any major incident experienced by the provider.

12. Assurance Management Systems

- 12.1. The provider shall at all times for the duration of the Framework Alliance Contract, and the term of any individual Client call-off contract, comply with the relevant standards, for the scope of the services offered, including but not limited to the following:
 - 12.1.1. ISO 9001 Quality Management System or equivalent;
 - 12.1.2. ISO 14001 Environment Management System or equivalent;
 - 12.1.3. ISO 27001 Information Security Management system or equivalent;
 - 12.1.4. Cyber Essential Scheme requirements which can be located at https://www.gov.uk/government/publications/cyber-essentials-scheme-overview

13. Complaints Procedure

- 13.1. The provider shall have a robust complaints procedure for logging, investigating, managing, escalating, and resolving complaints initiated by LHC and/or LHC's Clients.
- 13.2. The complaints procedure shall comply with the following:
 - 13.2.1. all complaints shall be logged and acknowledged within twenty-four (24) hours of receipt;
 - 13.2.2. all complaints shall be resolved within ten (10) working days of the original complaint being made, unless otherwise agreed with LHC or LHC's Client(s);
 - 13.2.3. all complaints shall be recorded, together with the actions and timescales taken to resolve the complaint; and
 - 13.2.4. the provider shall analyse and identify any pattern of complaints and bring these to the attention of LHC / LHC's Client(s) during provider review meetings.
- 13.3. The provider shall have an escalation route in place for any complaints that have not been resolved within the agreed timescales.
- 13.4. The provider shall provide LHC with a consolidated report for all complaints received, showing details of complainant, complaint, and resolution.

14. Management Information

14.1. The supplier shall complete a template to report the total value of funds received by the provider from each LHC Client in respect of services delivered by the provider to LHC Clients under the Framework.

- 14.2. The provider should note that there may be a requirement by LHC / LHC's Clients for bespoke Management Information. Any such requirements shall be confirmed in the Client's scope of requirements.
- 14.3. Management Information and data reporting shall be provided to LHC / LHC's Clients free of charge.

15. <u>LHC Levy</u>

15.1. Providers will be required to pay a Levy for all invoices submitted in relation to all call-off contracts awarded under this Framework, by declaring to LHC the total value of invoices paid (exclusive of Levy and VAT) paid by LHC's Clients.

16. Data Security

- 16.1. The provider must have appropriate technical and organisational measures in place to protect Personal Data, in accordance with (UK) GDPR and the Data Protection Act 2018, against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- 16.2. The provider and LHC / LHC's Clients will each act in the capacity of Data Controller in respect of the Personal Data processed under each call-off contract and each will process the Personal Data as independent Data Controllers.
- 16.3. The provider and LHC / LHC's Clients (including their employees, agents or officers) undertakes to comply with the applicable Data Protection Legislation in respect of their processing of personal data as independent Data Controller.
- 16.4. The provider and LHC / LHC's Clients shall process the Personal Data in compliance with their obligations under the Data Protection Legislation and must not do anything to cause the other to be in breach of the Data Protection Legislation.
- 16.5. The provider and LHC / LHC's Clients are responsible for their own compliance with GDPR in respect of the processing of personal data for the purposes of the Framework Alliance Contract and any call-off contracts awarded under the Framework.
- 16.6. The provider and LHC / LHC's Clients will only provide personal data to each other:
 - 16.6.1. to the extent necessary to perform their respective obligations under the Framework Alliance Contract;
 - 16.6.2. in compliance with the Data Protection Legislation including by ensuring all data privacy information has been provided to affected Data Subjects to meet the requirements of the GDPR; and
 - 16.6.3. where it has recorded it in the Processing Personal Data Schedule of the call-off contract.
- 16.7. The provider or LHC / LHC's Client processing personal data for the purposes of the Framework Alliance Contract or any call-off contract awarded under the Framework shall maintain a record of its processing activities in accordance with the GDPR and shall make the record available to the other party upon reasonable request.
- 16.8. Where the provider or LHC / LHC's Client(s) receives a request by any data subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to them by the other party in accordance with the call-off contract:
 - 16.8.1. the other party shall provide any information and/or assistance as reasonably requested by the recipient of the data subject's request to help them respond to the request or correspondence, at the cost of the recipient of the request from the data subject; or

- 16.8.2. where the request or correspondence is directed to the other party and/or relates to the other party's processing of the personal data the recipient of the request will:
 - 16.8.2.1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received a request or correspondence and shall forward such request or correspondence to the other party; and
 - 16.8.2.2. provide any information and/or assistance as reasonably requested by the other party to help them to respond to the request or correspondence in the timeframes specified by the Data Protection Legislation.
- 16.9. The provider and/or LHC / LHC's Clients upon becoming aware of any personal data breach relating to personal data provided by the other party in accordance with the call-off contract shall:
 - 16.9.1. take all steps as is reasonably necessary to assist the other in mitigating the effects of the personal data breach;
 - 16.9.2. implement any measures necessary to restore the security of any compromised personal data;
 - 16.9.3. work with the other party to make any required notifications to the Information Commissioner's Office and affected data Subjects in accordance with the Data Protection Legislation (including the timeframes prescribed therein); and
 - 16.9.4. not do anything which may damage the reputation of the other party or that party's relationship with the relevant data subjects, other than required by Law.
- 16.10. Personal Data provided by the provider or LHC / LHC's Clients may be used exclusively to exercise rights and obligations under the call-off contract as specified in the Data Processing Schedule of the call-off contract.
- 16.11. Personal Data shall not be retained or processed for longer than is necessary to perform the respective obligations of the provider and LHC / LHC's Clients under the call-off contract which is in the Data Processing Schedule of the call-off contract.
- 16.12. The provider should also refer to guidance issued, which may be updated from time to time, from the Information Commissioner's Office (ICO).
- 16.13. The provider shall demonstrate that they meet the technical requirements prescribed by the Cyber Essentials Scheme. The provider shall demonstrate that it meets the technical requirements prescribed by Cyber Essentials Plus by the date of the commencement of the Framework Alliance Contract. The provider shall demonstrate this in one of the ways listed below:
 - 16.13.1. The provider has a current valid Cyber Essentials Plus Certificate, which has been awarded by one of the approved Cyber Essentials accreditation bodies within the most recent 12 months; or
 - 16.13.2. The provider does not have a current and valid Cyber Essentials Plus Certificate which has been awarded by one of the approved Cyber Essential accreditation bodies, but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials Plus Certificate by the Framework Alliance Contract Commencement Date; or
 - 16.13.3. The provider does not have a current and valid Cyber Essentials Plus Certificate, which has been awarded by one of the approved Cyber Essentials accreditation bodies, but can demonstrate (or will be able to demonstrate by the Framework Alliance Contract Commencement Date) that their organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in

the following link: <u>https://www.ncsc.gov.uk/cyberaware/home</u> and the provider can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) that their organisation demonstrates compliance with Cyber Essentials Plus technical requirements.

- 16.14. The provider will be exempt from complying with the requirements at para 16.13 above, where the Appointed Company conforms to the ISO 27001:2013 or equivalent standard. Exemptions will also encompass the Cyber Essentials Plus requirements when included in the scope of ISO 27001:2013, and verified as such, and the certification body carrying out this verification is approved to issue Cyber Essentials Certificate by one of the approved Cyber Essentials accreditation bodies referred to in the paragraph above.
- 16.15. The provider shall, throughout the period of the Framework Alliance Contract and any calloff contract established, renew its Cyber Essentials Plus Certificate immediately after the expiration of a period of twelve (12) consecutive months from the date that the same was first issued or last renewed; or, where the provider does not have a Cyber Essentials Plus Certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials Plus requirements, it shall immediately after the expiration of a period of twelve (12) months from any date that such evidence was provided to LHC or LHC's Client(s) as the case may be, with evidence of the same kind by way of a renewal of the demonstration that they are able to comply with Cyber Essentials Plus requirements.
- 16.16. The provider shall ensure that their key sub-contractor(s) and / or sub-contractors comply with the provisions set out in paras 16.13 to 16.14 where such key sub-contractors and / or sub-contractors are responsible for receiving Cyber Essentials Data.

17. Freedom of Information (FOIA) and Environmental Information Regulations (EIR)

- 17.1. LHC and LHC's Clients are subject to requirements of the Freedom of Information Act 2000 (FOIA), and as amended from time to time, and the Environmental Information Regulations 2004 (EIR), and as amended from time to time, and is expected to abide by the Secretary of State's Code of Practice under Section 45 of FOIA (FOIA Code) and Secretary of State's Code of Practice under Regulation 16 of EIR (EIR Code). The provider shall assist and cooperate with LHC / LHC's Clients (at the provider's expense) to enable LHC and/or LHC's Clients to comply with these information disclosure requirements.
- 17.2. The Appointed Company and their sub-contractors shall:
 - 17.2.1. provide LHC / LHC's Client(s) with a copy of all 'information' as defined in Section 84 FOIA and/or 'environmental information' as defined in Regulation 2 EIR (Information) in their possession, power or control in the form that LHC / LHC's Client(s) requires within five working days (or such other period as LHC / LHC's Clients may specify) of LHC's and/or LHC's Clients' request; and
 - 17.2.2. provide all necessary assistance as is reasonably requested by LHC and/or LHC's Client to enable LHC / LHC's Client(s) to respond to the request for Information within the time for compliance set out in Section 10 FOIA or Regulation 5 EIR;
 - 17.2.3. and the provider shall be liable for and is required to indemnify LHC / LHC's Clients from and against all claims, proceedings, damages, liabilities, losses, costs and expenses suffered or incurred by LHC / LHC's Clients in connection with any breach by the provider, their employees, agents, and/or sub-contractors and/or their employees and agents.
- 17.3. If the provider considers the information requested by LHC / LHC's Client(s) to be a "trade secret" or is commercially sensitive, disclosure of which would be likely to prejudice the commercial interests of any party, or a duty of confidentiality applies under FOIA, or is

exempt by the operation of any other provision of FOIA or any exception in the EIR, the provider shall ensure that the relevant information, the claimed exemption or exception and if qualified exemption their views on where the public interest lies, is clearly identified to LHC / LHC's Client(s). LHC / LHC's Client(s), at its sole discretion is responsible for determining whether such Information and/or any other information:

- 17.3.1. is exempt from disclosure in accordance with the provisions of the FOIA Code and the FOIA or the EIR Code and the EIR; or
- 17.3.2. is to be disclosed in response to a Request for Information.
- 17.4. Under no circumstance shall the provider respond directly to any requests for information from members of the public.
- 17.5. The provider acknowledges that LHC / LHC's Clients may be obliged under the FOIA and/or the EIR to disclose Information:
 - 17.5.1. without consulting the provider; or
 - 17.5.2. following consultation with the provider and having considered their views.
- 17.6. The provider acknowledges and agrees that, in line with the Government's expectations on all local authorities in terms of public accountability, LHC / LHC's Client(s) shall publish on its website:
 - 17.6.1. copies of the tender documents; and
 - 17.6.2. all invoice items valued at over £500.00

such information to be available for viewing on LHC's / LHC's Clients' website for twelve months after the date of first publication and to be retained by LHC / LHC's Clients for a maximum period of seven years after the date of publication.

18. <u>Personnel Security Vetting</u>

- 18.1. If required by any LHC Client, the provider shall ensure that their personnel undertake and comply with all security clearance vetting prior to the receipt of any sensitive documentation from any LHC Client.
- 18.2. The provider shall remove any personnel who fail the security vetting from the delivery of the Services to any LHC Clients who require the same or higher security clearance vetting, until the conditions that resulted in the failure no longer exist. Such personnel may then be eligible to re-apply for security clearance vetting.
- 18.3. Disclosing and Barring Service (DBS) clearance may be required as a minimum for Call-Off Contracts.

19. <u>Service Delivery</u>

- 19.1. The Services provided by the provider under this Framework Alliance Contract will support LHC and LHC's Clients in meeting their statutory Health and Safety obligations.
- 19.2. Depending on the services being delivered the locations of the Client's assets may vary and will include but not is not exhaustive to:
 - 19.2.1. Individual street dwellings
 - 19.2.2. High and low rise blocks
 - 19.2.3. Houses in multiple occupancy (HMOs)
 - 19.2.4. Sheltered housing units, hostels, and community halls
 - 19.2.5. Office buildings and commercial units
 - 19.2.6. Leisure centres and Park spaces

19.2.7. Boiler and plant rooms

19.2.8. Workshops and garages

- 19.3. The users of the Client's assets, whom the provider may encounter when delivering the Framework services, will range across a diverse section of the general public from the most vulnerable elderly customers, children, employees, and the general public.
- 19.4. The provider may be required to liaise with Clients' contractors for access to assets and arrangements will be set out in the Client's call-off requirements.
- 19.5. The provider shall ensure that, where assets are required to be taken out of service for inspection, examination and/or testing, the Client is given sufficient advance notice of the planned inspection so that all reasonable endeavours can be taken to ensure planned inspections are arranged at a time that minimises service interruption for the Client.
- 19.6. The provider shall also ensure that their personnel have appropriate knowledge of the relevant safety and environmental standards, relevant to the respective core Services in the Workstreams they are appointed to deliver.
- 19.7. The provider shall provide personnel whose standard of security clearance is compliant with the Clients' security requirements, which will be confirmed at call-off contract stage.
- 19.8. The provider shall ensure that in the event of the absence of personnel previously allocated, that subsequent replacement personnel shall be of the same level of relevant experience and have the required level of security clearance. The provider shall ensure that any replacements are agreed with the Client, and that suitable arrangements are made for handover to enable a smooth transition, minimise any detrimental impact, and avoid any additional costs to the Client.
- 19.9. Where additional costs may arise as a result of change of personnel requested by the provider, the provider shall obtain prior consent from the Client, unless otherwise agreed with the Client; the provider shall meet all additional costs in this instance.
- 19.10. Where additional costs may arise as a result of change of personnel requested by the Client, the provider shall obtain prior consent from the Client, unless otherwise agreed with the Client; any additional costs will be agreed between the provider and the Client prior to the change.
- 19.11. The provider shall undertake all reasonable steps to ensure continuity of personnel.
- 19.12. Where Clients have specialist requirements relating to individual inspections and/or Service provisions, these will be specified in the Client's scope of requirements at the call-off contract stage. For example, such specialist requirements may include, but are not limited to:
 - 19.12.1. Specific security clearances
 - 19.12.2. Sector specific requirements and/or experience and other provisions; and
 - 19.12.3. Standards connected to delivery of the Services for the Client.
- 19.13. The provider shall have robust performance management and benchmarking processes in place to ensure the objective measurement and assessment of the performance of their subcontractors. Such processes shall include measurement of the sub-contractor's performance in relation to cost, programme and quality of the Services delivered. The provider shall also measure any 'added value' provided by the sub-contractor in the delivery of the Services, including but not limited to, research and development contributions, improved sustainability and improved employment and skills.
- 19.14. The provider shall manage its sub-contractors and supply chain to ensure that the required standards for the delivery of the Services are consistently achieved.

20. <u>Service Area</u>

20.1. The Services are to be delivered in all regions in England, Scotland, and Wales.

21. <u>Project Specific Key Performance Indicators</u>

- 21.1. The intention of the Project Specific Indicators is to maximise, through measurable continuous improvement, the Service provided, and to provide best value to LHC Clients.
- 21.2. Clients may wish to monitor performance against the Project Specific KPIs identified in the revised Schedule 5 Part 8B of the Framework Alliance Contract, or they may include their Service Level Indicators with their Scope of Requirements.

22. Engineering Inspection Services

- 22.1. The Framework will provide Engineering Inspection Services that are required under current legislations across all regions in England, Scotland, and Wales. The Workstreams include:
 - 22.1.1. Workstream 1 Lifting Equipment (including passenger/goods lifts, stairlifts, cranes, etc)
 - 22.1.2. Workstream 2 Electrical Equipment
 - 22.1.3. Workstream 3 Power Presses & Associated Machinery and Mechanical Systems
 - 22.1.4. Workstream 4 Pressure Plant and Systems
 - 22.1.5. Workstream 5 Local Exhaust Ventilation
 - 22.1.6. Workstream 6 Fall Protection Testing and Inspection
 - 22.1.7. Workstream 7 Playground and Playground Equipment
 - 22.1.8. Workstream 8 Multi-Discipline Inspection Services
- 22.2. Each workstream is divided into 2 call-off contract value bands:
 - Below £100k per annum
 - Above £100k per annum

23. WORKSTREAMS

WORKSTREAM 1 – Lifting Equipment (including passenger/goods lifts, stairlifts, cranes, etc)

- 23.1. This workstream covers periodic inspection and testing in respect of:
 - 23.1.1. Lifting equipment used or intended to be used for lifting and lowering loads and includes its attachments used for anchoring, fixing, or supporting it, as described in:
 - 23.1.1.1. The Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
 - 23.1.1.2. Health and Safety at Work Act 1974
 - 23.1.1.3. Supply of Machinery (Safety) Regulations 1992(2)
 - 23.1.1.4. Lifts Regulation 1997(4)
 - 23.1.1.5. Provision and Use of Work Equipment Regulations 1998(5)
- 23.2. Types of lifting equipment included but not limited to:

Lifting equipment

- 23.2.1. Dock Levellers
- 23.2.2. Excavators and loading shovels
- 23.2.3. Forklift truck

- 23.2.4. Lifting appliances
- 23.2.5. Lifting machines
- 23.2.6. Lorry mounted cranes
- 23.2.7. Motor vehicle lifting tables
- 23.2.8. Pallet truck

Lifts

- 23.2.9. Passenger lifts (all types)
- 23.2.10. Escalators
- 23.2.11. Travellators
- 23.2.12. Goods lifts
- 23.2.13. Lift accessories
- 23.2.14. Window cleaning and building maintenance equipment
- 23.2.15. Ceiling track hoists

Cranes

- 23.2.16. Mobile cranes
- 23.2.17. Loader crane
- 23.2.18. Overhead travelling cranes
- 23.2.19. Tower crane

The service requirements for this Workstream is set out in Appendix 2a.

WORKSTREAM 2 – Electrical Equipment

- 23.3. This workstream covers periodic inspection and testing of electrical equipment as may be necessary to prevent, so far as is reasonably practicable, danger and to ensure that electrical equipment is compliant with:
 - 23.3.1. IET Wiring Regulations BS 7671
 - 23.3.2. Electricity at Work Regulations (1989)
- 23.4. Types of electrical equipment included but is not limited to:
 - 23.4.1. Fixed electrical installations
 - 23.4.2. Portable electrical appliances
 - 23.4.3. Emergency lighting
 - 23.4.4. Lightning protection systems
 - 23.4.5. Part 1 Fire Alarm Testing
 - 23.4.6. Automatic Opening Vent System (AOV)
 - 23.4.7. Street lighting

The service requirements for this Workstream is set out in Appendix 2b.

WORKSTREAM 3 – Power Presses and Associated Machinery and Mechanical Systems

- 23.5. This workstream covers period inspection and testing of power presses, guards, and protection devices, to ensure compliance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).
- 23.6. Types of equipment included but not limited to:
 - 23.6.1. photo-electric or interlocking guards;
 - 23.6.2. fixed guard or enclosed tools;
 - 23.6.3. guarded process machine;
 - 23.6.4. other guarded machinery
- 23.7. The service requirements for this Workstream are set out in Appendix 2c.

WORKSTREAM 4 – Pressure Plant and Systems

- 23.8. This workstream covers periodic examination and testing of:
 - 23.8.1. pressure systems which are used or intended to be used at work as described in the Pressure Systems Safety Regulations 2000 (PSSR);
 - 23.8.2. equipment provided for use or used by an employee as described in Provision and Use of Work Equipment Regulations 1998 (PUWER);
 - 23.8.3. any establishment which is either a lower tier establishment or an upper tier establishment where dangerous substances are produced, used, handled, or stored as defined in the Control of Major Accident Hazards Regulations 2015 (COMAH); and
 - 23.8.4. any additional provision relating to pressure systems, equipment used or intended to be used at work, and major accident hazards under the associated Health and Safety at Work Act 1974.
- 23.9. Types of equipment included but not limited to:
 - 23.9.1. Boiler and Steam systems including vessels
 - 23.9.2. Pressure cookers and Autoclaves and retorts
 - 23.9.3. Blowdown vessels
 - 23.9.4. Bulk storage vessels
 - 23.9.5. Café boilers
 - 23.9.6. Calorifiers
 - 23.9.7. Hot water boilers
 - 23.9.8. Jacketed reactor vessels
 - 23.9.9. Pressurisation units
 - 23.9.10. Refrigeration plant and heat exchangers
 - 23.9.11. Air conditioning plant
 - 23.9.12. Compressed air systems (fixed and portable)
 - 23.9.13. Heat pumps
- 23.10. The service requirements for this Workstream is set out in Appendix 2d.

WORKSTREAM 5 – Local Exhaust Ventilation

23.11. This workstream covers periodic inspection and testing of local exhaust ventilation to ensure that the exposure to substances hazardous to health is either prevented or, where this is not

reasonably practicable, adequately controlled, in accordance with the Control of Substances Hazardous to Health Regulations 2002 (COSHH).

- 23.12. Types of equipment included but not limited to:
 - 23.12.1. emission generators, such as machines used for turning, grinding, and drilling that emit dust and metalworking fluid mist;
 - 23.12.2. emission controllers, such as LEV hoods, moveable and fixed extraction equipment (some of these may fall within the 'machinery' definition, some may be 'safety components', and so within scope);
 - 23.12.3. general equipment associated with a need for dust control where an activity may create a contaminant cloud, such as bag weighing at a bag filling station.
- 23.13. The service requirements for this Workstream is set out in Appendix 2e.

WORKSTREAM 6 – Fall Protection Testing and Inspection

- 23.14. This workstream covers periodic examination and testing of :
- 23.15. Fall protection equipment which is intended to be used at work as described by the working at height regulations 2005 (WAHR)
- 23.16. Collective protection systems that fall under the requirements of the provision and use of work equipment regulations 1998 (PUWER)
- 23.17. Types of equipment included but not limited to:
 - 23.17.1. Handrail, Guardrail Balustrade & barrier inspection
 - 23.17.2. Ladders, steps & walkways
 - 23.17.3. Cable based system and inspection
 - 23.17.4. Roof safety wire test and inspection
 - 23.17.5. Abseil anchor and Eyebolt testing and inspection
 - 23.17.6. Rail based system and testing.
 - 23.17.7. Mansafe system testing-Latchways Mansafe test and inspection
 - 23.17.8. Single point anchors
- 23.18. The service requirements for this Workstream are set out in Appendix 2f.

WORKSTREAM 7 – Playground and Playground Equipment

- 23.19. This workstream covers annual inspection of :
- 23.20. Various Playground areas in order to ensure compliance with EN1176
- 23.21. Types of equipment included but not limited to:
 - 23.21.1. Swings
 - 23.21.2. Slides
 - 23.21.3. Cableways
 - 23.21.4. Carousels
 - 23.21.5. Rocking equipment
 - 23.21.6. The service requirements for this Workstream are set out in Appendix 2g.

WORKSTREAM 8 – Multi-Discipline Inspection Services

23.22. This workstream covers the combined services of Workstreams 1 to 7 listed above

24. Definitions:

"Acts" means law passed, by a law-making body

"regulation" means to control or direct (a person, thing, etc) according to a rule or rules; a rule or instruction; law; conforming to or governed by rules or by stated standards.

"LHC client" means a purchasing organisation, which from time to time procures Supplies, Works and/or Services via various Framework Arrangements. Clients include local authorities, housing associations, registered social landlords, tenant management organisations and arm's length management organisations, education authorities, publicly funded schools, further education authorities, publicly funded further education organisations, NHS bodies and any other publicly funded organisation throughout England, Wales and Scotland

"**provider**" means a Bidder selected and appointed by the LHC, as the result of the evaluation of offers, to provide the arrangement component, works and/or services to the projects of LHC Clients and other bodies (see definition LHC Client above) under this LHC Framework Arrangement

"equipment" means any machinery, appliance, apparatus, tool, or installation for use at work

"FAC-1" means the Framework Alliance Contract including LHC specific amendments