

Tender Documents: 332

The Centre for Process Innovation Confined Space Entry Service Provider



Contents

- 1. INVITATION TO TENDER**
- 2. INSTRUCTIONS TO TENDERERS**
- 3. TENDER SPECIFICATION**
- 4. CONTRACTUAL TERMS**
- 5. BINDING OFFER**

1. INVITATION TO TENDER

1. You are invited by The Centre for Process Innovation Limited (from now on referred to as CPI) to submit a tender for **a Confined Space Entry Service Provider**, as described in the TENDER SPECIFICATION.
2. It is highly recommended that you **confirm your interest** in tendering for this piece of work on receipt of the Tender Documents. Confirming your interest in tendering for this piece of work can be done by email or in writing to the contact given in INSTRUCTIONS TO TENDERER paragraph 10.3 below, but an expression of interest shall not of itself be a formal tender submission. Note that it is the Tenderer's responsibility to ensure that the contact details provided at this stage are correct and up to date throughout the tender process.
3. Please read all the documents listed in the BINDING OFFER and seek guidance from the named contacts as appropriate if you have any queries. Should you be successful, these documents and any subsequent correspondence between you and CPI will form a binding contract between you and CPI.
4. A full copy of the tender document, with the BINDING OFFER section complete, must be returned with your submission.
5. Technical information about this contract can be obtained through the contact as stated in the TENDER SPECIFICATION.
6. Throughout this document, the expressions "Tenderer", "You", "We" and "our" (as the context requires) refer to the legal person who wishes to contract with CPI, whether they are an individual, partnership, company, or any other valid legal entity in any jurisdiction, and such expressions do not refer to the individual who is completing this documentation on behalf of the Tenderer
7. Note: This project is part funded by the European Regional Development Fund (ERDF) Competitive Programme 2007 – 2013.

2. INSTRUCTIONS TO TENDERERS

1. Confidentiality of Tenders / No Collusion

- 1.1. All tender documents are PRIVATE AND CONFIDENTIAL. All information concerning the tendering or performance of this contract is to be treated as highly confidential, and for the avoidance of doubt, all ownership and intellectual property rights concerning all aspects of this tender remain fully with CPI.
- 1.2. Please note the following requirements, any breach of which will invalidate your Tender:
 - 1.2.1. You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award.
 - 1.2.2. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
 - 1.2.3. You must not make any arrangements with another party about whether or not they should tender, or discuss details of Tender prices except where Tenderers are considering joint or team bids, which will be accepted providing all participants to the discussions surrounding the bid are clearly stated in the tender response.
 - 1.2.4. Tender documents must not be sent by email before the specified deadline as this will invalidate the tender.

2. Binding Offer

- 2.1. The BINDING OFFER must be completed, signed and submitted in accordance with these Instructions together with your detailed Response to Tender prepared under paragraph 14 below. All documents connected with the tender must be completed in English, fully priced in Pounds Sterling and totalled. The documents should either be typed or completed in ink.
- 2.2. There should be no unauthorised alterations or additions to any component of the tender documents. Prices etc. may be altered by striking through the incorrect figures and inserting the correct figures above them. All alterations must be initialled.

3. Qualifications

- 3.1. Tenders must be submitted in accordance with the tender documents. CPI may not consider any tender which is disqualified by any terms or conditions of contract submitted by you, or general reservations, however expressed.

4. Incomplete Tenders

- 4.1. CPI may not consider tenders that do not contain all information and particulars requested.

5. Performance

- 5.1. It should be clearly stated that performance and delivery of the goods and/or services offered in your Response to Tender will be in full compliance in terms of quality, time and completeness as specified in these documents. Time of delivery is of the essence. Where so specified in the TENDER SPECIFICATION it is a condition of the contract that you will provide any applicable performance bond, parent company guarantee or submit to any applicable escrow mechanism.

6. Enquiries

- 6.1 All requests for clarification or further information in respect of this Tender should be emailed to e-tendering@uk-cpi.com with the Tender reference number in the title of the email.
- 6.2 If CPI considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Potential Providers who have expressed an interest in the tender; or those that show an interest before the closing date of the tender.

7. Variant Tender(s)

- 7.1. CPI will only accept variant tenders (at its sole discretion) if they meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet and exceed all criteria of the TENDER SPECIFICATION).
- 7.2. Variant tenders will be evaluated against the published evaluation criteria.
- 7.3. Variant tenders submitted which do not meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet all criteria of the TENDER SPECIFICATION) will be deemed non compliant.

8. Prices

- 8.1. All unit rates and prices must be quoted in Pounds Sterling and decimal fractions of a pound. There is no restriction on the number of decimal places, but the product of multiplying the rate by the quantity must be expressed in Pounds Sterling and whole Pence.
- 8.2. Your Tender Price or Rates must be fixed for the period of the contract.

9. Value Added Tax (VAT)

- 9.1. Tendered prices must exclude VAT. Where indicated VAT should be shown separately. Invoices must show VAT separately.

10. Submission of Tenders

- 10.1. Three hard copies of your tender and proposals must be delivered no later than **12 noon on Friday 17th August 2012**. One copy on CD should be mailed at the same time.
- 10.2. Please be aware that we cannot accept tender submissions by e-mail. Please also note that we cannot under any circumstances accept electronic copies of tenders in lieu of hard copies.
- 10.3. Hard copies of Tenders must be sealed in an envelope clearly marked "TENDER DOCUMENTS ENCLOSED" and the TITLE and NUMBER OF THE TENDER must be identified on the Envelope and returned to:

Confidential Tender Documents
For the Attention of David Cooper
The Centre for Process Innovation
Wilton Centre, Wilton
Redcar
TS10 4RF

Email: e-tendering@uk-cpi.com

- 10.4. CPI reserves the right to reject any tender received after the Tender Deadline for whatever reason. It is recommended that tenders be sent by registered post; recorded delivery service; Datapost or delivered by hand. The envelope, including the franking, and any associated paperwork delivered with the tender envelope must not identify the sender.
- 10.5. Please consider the environment, where possible we would appreciate double sided printing, the use of recycled or sustainably sourced paper and copies being bound with reusable binders

11. Tender Validity

- 11.1. Tender(s) should remain open for acceptance for a minimum of 90 days from the Tender Deadline or for such other period as may be specified by CPI.
- 11.2. The contract shall be for a period as required for delivery of goods and/or services, plus meeting obligations for guarantee of performance, as detailed in the TENDER SPECIFICATION and unless terminated or extended by CPI.

12. Right to Accept Portion of Tender; Lowest or Any Tender

- 12.1. Unless stipulated otherwise by the Tenderer, CPI reserves the right to accept any part of the tender. CPI is not bound to accept the lowest tender, or any tender, or part thereof.

13. Conditions of Contract

- 13.1. CPI's terms and conditions or model contract (as set out in the CONTRACTUAL TERMS below) shall apply to the successful tender to the exclusion of any other terms and conditions, including but not limited to any terms which the Tenderer purports to apply to its supply of goods and/or services whether in the Response to Tender, or more generally, or otherwise in any way.
- 13.2. DO NOT SUBMIT A RESPONSE TO TENDER if you do not agree to provide the goods and/or services on the basis set out in paragraph 13.1 above. BY SUBMITTING A RESPONSE TO TENDER YOU ARE AGREEING TO PARAGRAPH 13.1 ABOVE and you agree by doing so that any contract or terms and conditions that you attach to your Response to Tender shall not apply to any goods and/or services supplied by you to CPI, if you are successful in your Tender bid.

14. Response to Tender

- 14.1. Your Response to Tender should explain in detail how you would propose to provide the services as outlined in the Specification. In preparing this, reference should be made to the Additional Information requirements below.
- 14.2. The Response to Tender should cover where appropriate:-
- a) Methodology or approach to meet the objectives.
 - b) CVs of the staff proposed to undertake the work including relevant qualifications and experience.
 - c) Five examples of work completed in a similar environment which was carried out under the Confined Spaces Regulations 1997, Approved Code of Practice, Regulations and Guidance L101 and which would comply with the stipulations of Appendices 1 and 2.
 - d) A breakdown of costs
 - i) by activity
 - ii) relevant day rates for staff that would work on the contract.
 - iii) out of hours call out rates/fees
 - e) Sub-contract work intended to be placed with other bodies that would not be signatories to the main contract.
 - f) A description together with costs for any Capital or Current Items to be purchased.
 - g) Details of any relevant safety standards qualifications held by the service provider which relate to working in Confined Space Entry situations
 - h) Details of quality assurance (QA) system complying with the requirement of ISO 9001 and to what part or parts of the organisation this applies. If ISO 9001 is quoted then details of which part or parts are held should be quoted.
 - i) Details of any relevant Environmental Policy or Corporate Social Responsibility policy held by the company.
 - j) Brief details of the company, including the number of staff employed in the UK and overseas.
 - k) Confirmation that three (3) years audited accounts can be made available to view, if called for.
 - l) Copies of insurances held.
 - m) Proposed payment schedule
 - n) Details of any items to which you have answered YES in Paragraph 2 of the BINDING OFFER

15. Cancellation

- 15.1 CPI reserves the right to cancel or withdraw this Tender at any stage.

16. Exclusion of Liability

- 16.1 CPI shall not be held liable for any costs incurred in preparing or re-preparing your tender submissions.

17. Complaints

- 17.1 If you have a complaint or grievance regarding this procurement process please contact:

Louise Barker
Funding and Compliance Manager
Centre for Process Innovation
Wilton Centre, Wilton
REDCAR
TS10 4RF

Email: louise.barker@uk-cpi.com
Tel. 01642 447275

3. TENDER SPECIFICATION

1. Scope of Services

1.1 Introduction to CPI

The Centre for Process Innovation Limited (CPI) is a company limited by guarantee, and a not-for-profit organisation in receipt of public funds from the EU and UK government for specific projects. It is also the major partner in the UK's recently formed High Value Manufacturing Catapult national innovation centre of excellence, funded by the Technology Strategy Board under the control of the Department for Business, Innovation and Skills.

As a publically funded technology innovation centre, CPI uses its market knowledge and technology understanding to develop and prototype products and processes quickly and efficiently with minimal risk to its public and private sector partners, working in the innovation space between the discovery of an idea and the delivery of a product or service to the commercial market. Our role is to help British industry make things in a better, quicker, cheaper way, more innovatively, and also to help it develop new and innovative world-beating products. We help them improve what they make, and how they make it.

CPI is the guardian of in excess of £60m of national UK research assets including laboratories, industrial research facilities, high tech plant and experimental equipment, all at the cutting edge of industrial research and which is made available, along with a wide range of scientific and industrial research and process manufacturing experts, to British industry to boost its research capabilities.

CPI was set-up in April 2004 to address innovation in the process industries which is a major and key industrial sector for the UK's future. The CPI business model has already delivered substantial benefit because it links the needs of business to CPI assets and technology expertise in two main technology areas:

- **Advanced Manufacturing for the Process Industries.** Markets served include energy, high value chemicals, carbon capture and pharmaceuticals. This business unit is also home to the National Industrial Biotechnology Facility (NIBF), Anaerobic Digestion Development Centre (ADDC) and has a joint venture with TATA steel in the Thermal Technologies Centre (TTC) and runs the Wilton Innovation Accelerator incubator laboratories in conjunction with the Wilton Centre.
- **Printable Electronics** – CPI is home to the National Printable Electronics Centre - transferring experimental processes to manufacturable products. It targets barrier coatings, advanced material deposition processes, printable electronic materials, printable circuits for high resolution display and smart packaging applications, solid state lighting and organic photovoltaics.

CPI's main offices and facilities are based at Wilton, Sedgefield, Middlesbrough and Basingstoke.

1.2 Introduction to Advanced Manufacturing

CPI's National Industrial Biotechnology Facility is designed to assist companies of all sizes develop bioprocesses quickly and cost-effectively. Using state-of-the-art facilities and scientific expertise we are able to deliver a gram to kilo service for the production of bio-derived products. These capabilities allow CPI to offer a unique set of services from feedstock treatment and process optimisation, through to the development and testing of robust processes at scale.

CPI's facilities combine unique open access testing and scale-up capability with practical experience and applied knowledge of science and engineering. Opened in 2007, the industrial biotechnology facility can develop biotechnological processes from 1 to 10,000 litres.

The extensive combination of equipment at CPI is supported by our team's knowledge of process development and scale-up which means we can take a manufacturing concept from the laboratory bench to large scale commercial production – all on one site, with one team, at speed.

In addition to NIBF, CPI has other facilities and requirements which include, but are not limited to, anaerobic digestion, high temperature technologies and laboratory incubator units for SME Innovation clients. CPI are also partners in several European collaborative projects which have laboratory requirements and cover a wide range of biological, chemical, pharmaceutical and food standards requirements.

1.3 Requirements

CPI seeks to set and achieve high standards of health and safety management across all of its processing operations. To further this, CPI wishes to appoint a Framework Panel of experienced service providers to assist our process plant operations staff with the safety management of confined space entries in order to achieve industry best practice standards and to comply with the appropriate Confined Space Entry Regulations.

The work is expected to be undertaken, but not limited to, CPI's R&D pilot scale processing facilities based at the Wilton Centre Site, Redcar.

CPI envisages a minimum of three suppliers will be appointed to the panel, these being the three most economically advantageous bidders under the evaluation criteria in Section 2.

1.3.1 Allocation of work

Where CPI can select the supplier based on the scoring criteria used in this tender, CPI will award the contract directly to most economically advantageous bidder. Where CPI is unable to determine the most economically advantageous tender, a mini competition will be held between the panel members and evaluated according to the published criteria. Please note that it is highly likely that the deadline for the mini-competition will be short – given the type of services associated with this tender.

Work would be allocated on a call on-call off order basis, with the successful contractor attending the site within 48 hours of a request being issued, and providing a detailed quote for the work required – based on the day rates and cost breakdowns detailed in the bid. No work is to be undertaken unless the contractor is provided with an approved purchase order number for the amount specified in the quote.

The term of this agreement is initially for a period of two years however CPI reserves the right to extend the period for another year.

1.3.2 Detailed specification

Confined space entries arise from the need for routine and unscheduled entry into process plant vessels and tanks. Entry is needed to undertake routine inspections, repairs, adjustments to internal hardware and maintenance. There are two pilot plant areas where entries arise: on the NIBF biological facility (two facilities - at 10 Tonnes scale and 1 Tonne scale) where equipment to be entered is up to 10,000 litres capacity and on a smaller scale ADDC facility which is an Anaerobic digestion facility of up to 8000 litres. The Tender is intended to cover these two facilities in the main, but would cover any other CPI facilities where confirmed space entry is required should the need arise in the future.

- Entries on the NIBF biological facility are likely to be straightforward because vessel contents are not very hazardous and internals can be effectively cleaned in place. These are likely to be classified as Class A type entries because breathing apparatus for entry will not be needed.
- Entries on the ADDC facility may be more problematic because although the equipment is smaller in size, it is more difficult to ensure cleanliness prior to entry. Process inventories arise from farmyard manure and similar feedstocks where Hydrogen Sulphide, biological hazards and odour may present hazards for persons undertaking entries into process equipment. There is a likelihood of residual matter being present after internal washing out in situ which could be disturbed on entry and affect the atmosphere within the vessel. These entries are likely to be Class B type entries.

CPI process plant operations staff are required to comply with the CPI guidance on Confined Space Entry - please see Appendix 1.

The main role of the service provider will be to assist CPI with achieving compliance with the policy detailed in Appendix 1 by undertaking the following:

- Work with CPI process persons responsible for the overall health and safety management of the entry in order to make an assessment of job hazards and advise CPI of the appropriate practical precautions and control measures necessary.
- Document an entry risk assessment and written associated job method needed to secure a safe system of work for entry within the confined space together with the necessary precautions and suitable control measures.
- Undertake all necessary breathable and flammable atmospheres testing using suitably calibrated gas detection equipment required to secure initial entry and for ongoing monitoring after entry during the course of the work undertaken within the confined space.
- Undertake for any Class B entry situation, sufficient entries within the confined space either to undertake the necessary activities (i.e. cleaning) to secure a breathable atmosphere for others to work safely or to undertake the required range of CPI internal work whilst wearing suitable breathing apparatus and undertaking the other control measures defined by the job method.
- Provide all required safety hardware such as escape sets, breathing apparatus, safety harnesses, suitable workplace barriers (where the work involves a need to restrict access).
- Document an emergency escape plan.
- Provide a trained standby person who will be in attendance at all times during the agreed period of the entry as agreed with CPI during the planning stage.
- The standby person will have suitable communications equipment for raising the alarm in an emergency.
- Provision of emergency escape equipment and equipment required to affect a rescue.

The work shall be carried out in accordance to the standards and recommendations set out in “Safe work in confined spaces” under the Confined Spaces Regulations 1997, Approved Code of Practice, Regulations and Guidance L101.

The service provider is required to demonstrate to CPI as part of the tender submission that the organisation has sufficient knowledge and experience for managing confined space entries, that the necessary safety management systems are in place and that persons attending site are suitably trained and competent to undertake the work to meet appropriate industry standards. (This will be assessed as pass/fail criteria in stage one of the evaluation.)

To support this, the service provider should include five examples of work completed in a similar environment which was carried out under the Confined Spaces Regulations 1997, Approved Code of Practice, Regulations and Guidance L101 and which would comply with the stipulations of Appendices 1 and 2.

Service providers should also confirm that standard response times for attendance on site can be met and detail any out of hours provision should emergency attendance be required. This should include a breakdown of charges applicable for out of hours attendance. CPI would expect attendance on site within 48 hours of a call out – to scope the work required, with work to commence the next working day following the scope being agreed and a Purchase Order for the work being issued.

The required support and interaction with CPI Process Operations Management across the various confined space entry stages is defined in the table below – Sequence of Activities.

The service provider shall comply with the CPI general requirements detailed in Appendix 2 - in particular the service provider’s attention is drawn to ensuring compliance with: Section 7 – Contractors Role in Controlling Work: Section 8 – CPI’s General Health and Safety Requirements.

In addition to the main role detailed above, CPI may require the following activities as an additional option at a later date. The service providers must include proposals for undertaking these optional tasks separately in their bid:-

- Provide risk assessment and job method for specialist engineering work to be undertaken within confined space (Optional Activity 1 - Activity 1c in Sequence of Activities.)
- Undertake mechanical/electrical work required for isolating the confined space isolation in accordance CPI isolation proforma (Optional Activity 2 - Activity 2d Sequence of Activities)
- Undertake the CPI specialist engineering work schedule within confined space (as indicated in accordance with job method (Optional Activity 3 - Activity 4b in Sequence of Activities)
- Undertake mechanical/electrical work needed to re-establish process lines, services and electrical equipment in accordance with the CPI Isolation Proforma (Optional Activity 4 - Activity 5b in Sequence of Activities)

This will be evaluated separately as an option which CPI can chose to undertake at a later date. Again this will be a two stage evaluation - stage one will be a pass/fail assessment of the service provider’s experience, capability and necessary engineering training to undertake the additional work.

As part of this Tender process an Open Day has been arranged for **Tuesday 7th August 2012.** Service providers wishing to attend must email e-tendering@uk-cpi.com in order to be allocated an appointment to be shown the facilities which will form the basis of this Tender. Spaces are limited to two attendees per company, one of which should be a suitably qualified technical member of staff who would be supervising or working on the project.

Sequence of Activities

The following sequence of activities shall be followed when preparing for a confined space entry involving an external contractor organisation.

Activity	Undertaken by: CPI	Undertaken by: Confined Space Entry Contractor
1	Stage: Planning	
a	Understand and develop (CPI Sustainable Processing Engineering Manager and Process Supervisor) an outline schedule of the work to be undertaken within the confined space and a higher level assessment of the safety implications.	
b	Identify persons (CPI Sustainable Processing Engineering Manager using in house resource or contractors) with the necessary experience and knowledge to undertake the required work within the confined space.	
c	Obtain (CPI Sustainable Processing Engineering Manager) a documented risk assessment and job method for the work to be undertaken within the confined space	Could be provided by the Confined Space Entry Preparation Contractor as Optional Activity 1.
d	<p>Convene introductory planning meeting of involved parties for a visit site, to initiate confined space entry preparations, agree on type of entry (Class A or Class B), to confirm work to be undertaken in confined space, consider interactions of work with operating plant, define work programme and safety requirements to be met.</p> <p>Persons involved are (*):</p> <ul style="list-style-type: none"> - Confined space entry PTW issuer - CPI Persons authorised to issue confined space entry permit (NIBF Operations Manager and CPI H&S Advisor) - Confined Space Entry Contractor <p>For Class B entries confirm that the Confined Space Entry Preparation Contractor will be able to enter the confined space: initially to securing a breathable atmosphere and possibly to undertake the full internal work programme.</p>	<p>Participate with CPI in the planning meeting on site and to lead on matters affecting confined space entry.</p> <p>Understand for Class B entries that the Confined Space Entry Preparation Contractor will be required to enter the confined space either to undertake sufficient activities (i.e. cleaning) to secure a breathable atmosphere for others to work safely within or to undertake the required range of internal work wearing breathing apparatus.</p>
e	Prepare entry Isolation Proforma (Plant Supervisor) and get approval from NIBF Operations Manager	
f	Arrange for contractor (in house or external) with the necessary competence to be available to undertake required isolations	Could be Confined Space Entry Preparation Contractor if agreed by CPI as having necessary skills and knowledge of the work
g		Document the confined space risk assessment and Job Method for actual entry and submit to CPI
h	Undertake formal overview (by involved persons marked (*)) for suitability of confined space risk assessment and Job Method	Participate in meeting with CPI as required
2	Stage: Preparation for Entry	
a	Process shutdown, clean and purge confined space.	

b	Convene meeting to advise on any residual process conditions hazards and to confirm that the type of entry conditions (by involved persons marked (*)) have been met and it is appropriate to proceed.	Supervisory persons involved in operating the entry should participate in meeting with CPI on site. Revise job method and risk assessment as required to meet current conditions within entry space.
c	Issue PTW (Process Supervisor as an authorised PTW Issuer) for isolation of confined space.	
d	Undertake mechanical/electrical work in accordance with Isolation Proforma. Using preferably the in house maintenance service provider or alternatively suitably experienced plant process operators who have the required training and mechanical skills	Could be provided by the Confined Space Entry Preparation Contractor as Optional Activity 2.
e	Close off PTW in accordance with normal PTW procedures	
f		Set up safety management systems, hardware, emergency rescue equipment, breathing apparatus and atmosphere test equipment needed for safe entry in accordance with the requirements in the written job method. Provide documentary confirmation of competence and training for named site operatives involved in the entry
3	Stage: Issue Documentation	
a		Trained person undertake air tests as required to be taken immediately prior to entry. Provide evidence of equipment test calibrations and atmosphere test readings in the confined space
b	<p>Convene meeting to enable the issue of the required Entry Permit as approved by CPI Authorised persons.</p> <p>Persons involved are (*):</p> <ul style="list-style-type: none"> - Confined space entry PTW issuer - CPI Persons authorised to issue confined space entry permit (NIBF Operations Manager and CPI H&S Advisor) - Confined Space Entry Contractor <p>(Note: Entry Permit will only be valid for 12 hours max)</p>	Participate in the meeting with CPI on site. Provide confirmation and evidence to CPI authorised persons for entry that conditions required by the entry job method and entry risk assessment have been met.
c	Issue PTW (Supervisor as authorised PTW Issuer) for work to be undertaken within confined space (as defined by job method and risk assessment) in conjunction with the entry permit	
d	Further permits in support of main PTW may be required such as Hot Work Permit	
4	Stage: Undertake work within entry space	
a		For Class B entries, the Confined Space Entry Preparation Contractor will enter the confined space to undertake sufficient activities (i.e. cleaning) needed to secure a breathable atmosphere for others to work safely within.
b	Undertake work schedule in accordance with job method	Could be provided by the Confined Space Entry Preparation Contractor as Optional Activity 3.

c	Entry permit will be cancelled at end of each working day. Main PTW remains in place for stated duration of up to 7 days	
d	Assess any changes in entry conditions and issue new entry permit. Persons involved are (*): - Confined space entry PTW issuer - CPI Persons authorised to issue confined space entry permit (NIBF Operations Manager and CPI H&S Advisor) - Confined Space Entry Contractor	Trained person to undertake air tests as required to be taken immediately prior to entry. Provide evidence of equipment test calibrations and atmosphere readings
e	Close off PTW in accordance with normal PTW procedures at the end of internal work	
5	Stage: Re-establish Confined Space	
a	Issue PTW (Supervisor as authorised PTW Issuer) for reconnection of isolations	
b	Undertake mechanical/electrical work needed to re-establish process lines, services and electrical in accordance with Isolation Proforma	Could be provided by the Confined Space Entry Preparation Contractor as Optional Activity 4.
c	Close off PTW in accordance with normal PTW procedures at end of work and final check around	

Examples of confined spaces entries

The following are examples for tender purposes only of the type and scale of equipment where an entry may be required.

Vessel entries on NIBF2:

Main work would probably be - Agitator repairs / Steady Bearing repairs / Routine Vessel Inspections

- V200 - 5m3 Vessel - entry through hatch on the top
- V220 - 10m3 vessel - entry through hatch on the top
- F301 - Fermenter _ 10m3 Vessel - entry through hatch on the top
- V401 - 10m3 Vessel - entry through hatch on the top
- V402 - 10m3 Vessel - entry through hatch on the top
- V404 2m3 Glass lined Vessel - entry through hatch on the top

Vessel entries on ADDC:

Main work - clean and remove residual solids from vessels after project runs, Vertical Digesters Agitator inspections/repairs and any vessel blockages

- WPV 2151. TK101 900l working Vol Reception Tank. Hinged top Access
- WPV 2152. TK102 900l working Vol Buffer Tank. Hinged top Access
- WPV 2153. TK103 900l working Vol Buffer Tank. Hinged top Access
- WPV 2154. TK501 900l working Vol Pasteurisation Unit. Entry through raised hatch
- WPV 2155. TK601 4m3 working Vol Horizontal Digester (actual volume 8000 litres). Entry through man-ways accessed from removed floor-plates mezzanine floor
- WPV 2156. TK301 1.5m3 Tank Digestate Tank. Hinged top Access
- WPV 2166. TK201 1.5m3 working Vol vertical digester. Removed top
- WPV 2198. TK202 1.5m3 working Vol vertical digester. Removed top
- Consideration should also be taken when drainage sumps cleaned as residual solids may emit gasses on being disturbed.

2. Evaluation of Tenders

2.1 Bids evaluation will take into account:

Stage 1

Technology/Sector Capability
Personnel Capability
Relevant Safety Qualifications
Examples of relevant previous work (x 5)

PASS/FAIL

NB Only those bidders who pass Stage 1 will have their bids evaluated at Stage 2

Stage 2

Methodology, approach and plan to complete the work	30%
Price breakdown and daily rates	30%
Overall quality of bid	20%
Response times	20%

2.2 CPI reserves the right to hold clarification interviews with any of the bidders as part of the evaluation process.

3. Contacts

3.1 If you have any questions concerning the tender please email:
e-tendering@uk-cpi.com

4. CONTRACTUAL TERMS

1. Contractual Terms

CPI TERMS AND CONDITIONS FOR DELIVERY OF ON-SITE SERVICES (NON-WORKS)

1 DEFINITIONS & INTERPRETATION

1.1 In these Conditions the following expressions shall have the following meanings unless inconsistent with the context:

Change of Control	means a change in the ability to direct the affairs of another person, whether through the ownership of shares; or the power to appoint directors to the board of a company; or through management contracts; or otherwise;
Commencement Date	means the date for the start of the provision of the Services that is specified in the Order;
Conditions	means these terms and conditions for the purchase of Services;
Confidential Information	<p>means the existence and terms of any Order, Specification or Contract and any and all information (whether recorded or supplied in permanent or transitory form) which has been, is now or at any time after the date of these Conditions is disclosed to or made available by CPI to: the Contractor or its Representatives; or (where applicable) to any company within the Contractor's Group; or to any other person at the request of the Contractor as recipient; or any information of which the Contractor becomes aware or which comes into the Contractor's control or knowledge as a result of entering into these Conditions or of providing the Services which is of a technical, commercial or financial nature (including software in various stages of development in human or machine readable form, research information, methodologies, knowledge, data, know-how, formulae, processes, designs, drawings, specifications, models, diagrams, flow charts, marketing and development plans, business plans, intellectual property rights, customer information, customer lists, actual or prospective sales contacts, photographs and samples) and which relates to CPI or CPI's business or that of its Group or (where applicable) to the End Customer or its business or that of its Group but shall not include information which:-</p> <ul style="list-style-type: none">(a) is accessible from public sources or is or becomes generally available to third parties (other than as a result of disclosures by the Contractor, by its Representatives, by the Personnel or by any company within the Contractor's Group, of such information in breach of these Conditions); and/or(b) either party can establish to the reasonable satisfaction of the other party that the information was known to the Contractor before the date of these Conditions and that it was not under any obligation of confidence in respect of the relevant information; and/or(c) becomes lawfully available to the recipient from a source other than CPI or the End Customer, which source is not bound by any obligation of confidentiality to another party in relation to such information; and/or

	(d) was required to be disclosed by law or by the rules or directions of any court or any authority;
Contract	means, as the context requires, the legally binding agreement between CPI and the Contractor made up of either: <ul style="list-style-type: none"> (a) in a tender situation - the Order, these Conditions, and any Specification; or (b) in a non-tender situation - the Order, these Conditions, any Specification and the Contractor's acceptance of the Order whether made in writing (subject always to Condition 18.1) or through providing the Services, whichever occurs first); or (c) any written agreement between CPI and the Contractor that incorporates these Conditions within a Schedule to such written agreement;
CPI	means the Centre for Process Innovation Limited (Company Number 05002194) whose registered office is at Wilton Centre, Wilton, Redcar, Cleveland, TS10 4RF or where so specified in the Contract, such other member of Centre for Process Innovation Limited's Group that is contracting with the Contractor;
CPI Representative	means CPI's representative named in the Order who will be first point of contact in relation to the Services, or in the absence of any specified person, CPI's internal solicitor and contracts manager;
End Customer	where applicable, means the customer of CPI in connection with whom the Services are to be provided as specified in the Order;
Good Industry Practice	means the exercise of that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced provider of the Services seeking in good faith to comply with its contractual obligations to a high standard, and complying with all applicable laws and codes of practice in the same type of undertaking and under the same or similar circumstances and observations;
Group	in relation to a party, means any subsidiary and holding company of that party and any subsidiary of such holding company from time to time;
Intellectual Property Rights	means all patents, trade marks, service marks, registered designs or any applications for any of the foregoing, copyright (including in any text, computer coding, algorithms, applets, or in any other constituent elements of the Outputs), design right, database rights, topographical rights, unregistered trade marks or other intellectual or industrial property rights, look and feel in any graphical user interface in the Outputs, and all know-how whether subsisting in the United Kingdom or anywhere else in the World;
Key Person	means any individual Personnel named in the Order;
Month	means a calendar month;
NDA	means CPI's standard non-disclosure agreement from to time in the form provided to the Contractor;
Notice Period	means the notice period for CPI to terminate the Contract for convenience shown in the Order, or in the absence of such period being shown in the Order, 30 days' prior notice;

Order	means CPI's written instruction to the Contractor to purchase the Services, which may be in a purchase order, and/or may in appropriate circumstances be set out in a tender award letter and related tender documentation, and which shall incorporate these Conditions;
Outputs	means all research, designs, records, reports, documents, papers, drawings, diagrams, discs, transparencies, photos, graphics, logos, text, typographical arrangements, coding, software, formulas, samples, prototypes and all other materials or items in whatever form, including but not limited to physical items, hard copies and electronic forms, prepared and/or produced by the Contractor in the provision of the Services and any other material to the extent that it reproduces, contains, embodies, or is made according to, CPI's Confidential Information
Personnel	means any Representative of the Contractor who is used to provide the Services, including any Key Persons;
Premises	means the location(s) for the provision of the Services as specified in the Order;
Price	means the price payable for the Services as specified in the Order;
Project	means the project described in the Order that relates to the Services;
Representative	in relation to any party, means any professional adviser, director, officer, partner, employee or sole trader forming part of that party, and includes any individual seconded to work for it;
Restricted Period	where applicable, means the period during which certain agreed restrictions will apply to the Contractor under Conditions 9 and 10, as specified in the Order, or in the absence of such period being shown in the Order, 6 months from the Termination Date of the relevant Contract;
Services	means those services specified to be provided by the Contractor in the Order that relates to the Services;
Specification	means any agreed specification and/or timetable and/or schedule of works against which the Supplier has given a quotation for the supply of Goods and/or Services, or which is attached to or incorporated in the Order that relates to the Services;
Term	means the period during which the Services are to be supplied as set out in the Order, starting on the Commencement Date;
Termination Date	means the date of termination of the Term in respect of the Services under any Order, howsoever arising;

- 1.2 References to any statute or statutory provision shall include any subordinate legislation made under it, and any subsequent legislation that adds to or replaces it.
- 1.3 The descriptive headings to clauses, schedules and paragraphs are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of these Conditions.
- 1.4 Words importing the singular include the plural and vice versa, words importing a gender include every gender and reference to persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons.
- 1.5 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

- 1.6 Any reference to a “day” shall mean a period of 24 hours running from midnight to midnight, reference to a “working day” shall mean Monday to Friday inclusive but excluding bank holidays and references to times of the day are to London (UK) time on the applicable date.
- 1.7 all references to CPI in these Conditions shall include all members of CPI’s Group who, subject always to Clause 27, shall be entitled to use and rely upon these Conditions.

2. DELIVERY OF SERVICES

- 2.1 During the Term the Contractor shall provide the Services to CPI in accordance with the commercial terms specified in the relevant Order and subject to these Conditions.

- 2.2 The Contractor shall:

- 2.2.1 carry out the Project and provide the Services in accordance with the Specification within the Term;
- 2.2.2 discharge its obligations under these Conditions in accordance with Good Industry Practice (prevailing as at the relevant time) and its own established internal procedures;
- 2.2.3 when requested to do so by CPI, promptly sign the NDA on its own behalf and ensure that, where so requested by CPI, each of the Representatives and Personnel also promptly each sign the NDA directly with CPI;
- 2.2.4 ensure that the Personnel shall dedicate sufficient time and energy to ensure that the Services are provided in a timely and efficient manner and in full compliance with the Specification;
- 2.2.5 subject always to Condition 16.2, comply (and will procure that the Personnel shall comply) with CPI’s reasonable instructions in relation to, without limitation, such matters as the priority to be given to each element of the Services, and co-ordination with CPI’s operational requirements or the manner in which the Services are provided;
- 2.2.6 unless otherwise agreed in writing with CPI, only use its own employees as Personnel, using all reasonable endeavours (but without creating any obligation of exclusivity) to ensure the continuity of Personnel delivering the Services throughout the Term, and shall liaise with CPI and take into account CPI’s representations when replacing any Key Person;
- 2.2.7 report to CPI on the provision and performance of the Services as reasonably required by CPI;
- 2.2.8 in performing its obligations under these Conditions, comply with all relevant statutory requirements and regulations and all codes of conduct (whether voluntary or otherwise) in force at the time of performance of such obligations;
- 2.2.9 when appropriate make suggestions to CPI regarding enhancements to the provision of the Services;
- 2.2.10 where applicable and only where specifically instructed to do so by CPI, liaise with the End Customer in respect of provision of the Services and report back to CPI in respect of any requirements of the End Customer and accordingly follow any instructions given by CPI in respect thereof;

- 2.2.11 deal with any complaints or enquiries received from CPI and/or where applicable, and only where specifically instructed to do so by CPI, from the End Customer (whether received orally or in writing) in a prompt, courteous and efficient manner. All such complaints and enquiries shall be logged by the Contractor and discussed between the parties as appropriate. If any complaints are made by the End Customer, the Contractor shall promptly notify CPI. The Contractor shall co-operate with CPI and/or where applicable with the End Customer to resolve any problems which arise;
- 2.2.12 not do anything which would be likely to prejudice the reputation of CPI and/or where applicable, of the End Customer.
- 2.3 Whilst at the Premises or otherwise performing the Services, the Contractor shall procure that the Personnel are fully conversant with, and fully compliant with, CPI's and/or where applicable, with the End Customer's safety, health and environment policies and complete and follow all relevant method statements and risk assessments compliant with such policies, and that the Personnel take all such other precautions as are necessary to protect their own health and safety, and that of CPI's and/or where applicable, of the End Customer's personnel, and of the public.
- 2.4 The Contractor agrees that, whilst allocated to the performance of any part of the Services, all Personnel:
 - 2.4.1 shall maintain strict discipline and good order, at all times being courteous, polite and professional in conduct;
 - 2.4.2 shall not engage in behaviour or activities which could be contrary to or detrimental to CPI's and/or the End Customer's interests or reputation (including, but not limited to: whilst at work being under the influence of alcohol or drugs, or smoking; using foul or inappropriate language; sexist, racist, homophobic, ageist or any other discriminatory behaviour of any kind; or being involved in any illegal or criminal activity);
 - 2.4.3 shall be effective and efficient workers, experienced and expert with a high level of competency in their particular profession or skill;
 - 2.4.4 shall abide by all laws and statutory requirements (including without limitation all data protection, environmental protection and health and safety legislation) and the standards, rules and regulations established by the Contractor for its own staff, including completion of work records and all safety and other regulations; and
 - 2.4.5 shall properly maintain all written records relating to the provision of the Services; and
 - 2.4.6 where so required under any Order, shall submit timesheets for signature to the required staff of CPI on the basis and frequency set out in that Order; and
 - 2.4.7 comply with Good Industry Practice.
- 2.5 CPI reserves the right to require removal from the Services of any one or more Personnel who, in the opinion of CPI:
 - 2.5.1 is not performing work in strict compliance with the terms of these Conditions;
 - 2.5.2 is or is deemed to be guilty of unprofessional conduct or of negligence;
 - 2.5.3 is acting in a manner which is detrimental to CPI's interests or reputation, including but not limited to where an End Customer requests the removal of such Personnel from the provision of the Services;
 - 2.5.4 is not medically fit to perform the Services or provides a risk to health of those with whom that person may come into contact during work on these Conditions;

but CPI shall not exercise its right under this Condition 2.5 arbitrarily, vexatiously or capriciously.

- 2.6 The Contractor shall ensure that all Personnel shall at all times be properly attired, clean and presentable, wearing appropriate clothing and using appropriate safety and protective equipment for the task to be performed. Without prejudice to the foregoing, where the nature of the duties to be performed makes the wearing of protective equipment, clothing or footwear necessary or appropriate, the Contractor shall provide such protective equipment, clothing or footwear at its own expense and shall require those performing the Services to wear such protective equipment, clothing or footwear.
- 2.7 Whilst on the Premises, the Contractor shall ensure that all Representatives and Personnel, wear and keep visible such identification as is provided to them by CPI and the security officials responsible for the Premises at all times whilst performing the Services. All Personnel shall carry such identification at all times and make it available for inspection on request by CPI or by any person at the Premises. Entry to the Premises may be refused if the correct identification is not displayed. In this event, the Contractor shall be fully responsible for resultant delays or difficulties in the provision of the Services.
- 2.8 Any Personnel removed in accordance with this Condition 2 shall be replaced promptly by a qualified replacement, in such time as is acceptable to CPI and at no extra cost to CPI. In the case of management or other specialist staff who are employed in a senior capacity by the Contractor, written approval of the replacement shall first be obtained from CPI. CPI shall in no circumstances be liable to the Contractor in respect of the consequences of any such removal or ensuing claims and the Contractor hereby waives any claim it may seek to bring against CPI, and hereby indemnifies CPI in full and holds CPI indemnified fully and promptly against all actions, proceedings, liabilities, costs, fees, losses and expenses arising from any claim made by any such Personnel.
- 2.9 Unless it has been specifically authorised to do so by CPI in writing, the Contractor shall not and shall procure that the Personnel do not:
- 2.9.1 have any authority to incur any expenditure in the name of or for the account of CPI; or
- 2.9.2 hold themselves out as having authority to bind CPI.
- 2.10 The time for performance of the Services shall be of the essence.
- 2.11 If the Services or any part of them are not performed on or by the relevant agreed date in accordance with these Conditions then, without prejudice to any other remedy it may have, CPI shall be entitled at the Customer's cost to procure the provision of any particular part of the Services which the Contractor has failed to perform from a third party, the cost of which the Contractor shall promptly reimburse to CPI upon demand, and the Contractor hereby indemnifies CPI fully and holds it fully indemnified against all costs, claims, demands and liabilities incurred by CPI as a result.

3. CPI'S OBLIGATIONS

- 3.1 During the Term CPI shall:-
- 3.1.1 provide the Contractor and the Personnel with such information in its possession concerning the Project that the Contractor and the Personnel reasonably require to enable them to perform the Services;
- 3.1.2 provide the Personnel with any specific resources or equipment that it has agreed to provide in the Order (if any) but solely for use during the Term in the Project;
- 3.1.3 arrange reasonable access to any "pre-requisites" for the delivery of the services specified in the Order (if any);
- 3.1.4 subject to Condition 2.7, arrange reasonable access for the Contractor and the Personnel to the Premises to perform the Services;
- 3.1.5 subject always to Condition 16.1, permit the Personnel in the performance of the Services to identify themselves as "a contractor working with CPI";

4. PRICE AND PAYMENT

- 4.1 On the last working day of each Month during the Term the Contractor shall submit to CPI a VAT invoice which shall set out details of the Services provided and the Price payable during that Month, as calculated in accordance with the relevant Price mechanism set out in the Order, and including where applicable copies of all timesheets signed under Condition 2.4.6.
- 4.2 Following receipt of an invoice submitted by the Contractor under Condition 4.1, CPI shall verify that it has been properly submitted, and where it is correct, in consideration of the provision of the Services, CPI shall pay the invoice within thirty days of the last day of the Month in which the invoice was received by CPI. Where there are errors in the invoice, including if the quantity of Services actually delivered to CPI by the Contractor during that month differs from that charged on the invoice, CPI shall notify the Contractor of the error, and the Contractor shall issue a credit note for any wrongly invoiced excess, or re-issue a corrected invoice (at the Contractor's discretion), promptly notifying CPI in writing of the steps they have taken, and payment of any corrected invoice shall be made by CPI within thirty days of the last day of the Month in which the corrected invoice was received by CPI.
- 4.3 CPI will accept no variation in the Price nor extra charges for the delivery of the Services unless such variation to the Price or such extra charges for the delivery of the Services has been expressly agreed in writing in advance of being incurred by an authorised representative of CPI.
- 4.4 Without prejudice to the generality of Condition 25, CPI shall be entitled to deduct from the Price (and any other sums) due to the Contractor any sums that the Contractor may owe to CPI at any time.
- 4.5 If any undisputed sum properly due from CPI to the Contractor is not paid on the due date then interest shall accrue and be payable on any such sum at the rate of one per cent per annum above the business base rate of Barclays Bank plc from time to time, apportioned on a daily basis, until payment in full of the overdue sum and whether before or after judgment.
- 4.6 Time for payment shall not be of the essence (nor made of the essence by notice) of the Agreement.

5. BRIBERY AND CORRUPTION PREVENTION MEASURES

- 5.1 The Contractor warrants and undertakes to CPI that in connection with any Contract it shall, and it shall procure that all Personnel shall:
 - 5.1.1 comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 5.1.2 comply with CPI's anti-bribery and anti-corruption policies in force from time to time, a copy of which shall be provided to the Contractor and to any Personnel upon written request;
 - 5.1.3 maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
 - 5.1.4 notify CPI as soon as practicable of any breach of any of the undertakings contained within this Condition of which it becomes aware.
- 5.2 The Contractor shall, upon request by CPI from time to time, promptly confirm in writing that it has complied with its undertakings under Condition 5.1, and shall promptly and fully provide any information reasonably requested by CPI in support of such compliance;
- 5.3 For the avoidance of doubt, any breach by the Contractor of this Condition 5 shall be deemed to be a breach which is not capable of remedy of any applicable Contract for the purposes of Condition 11.3.9.

6. CONFIDENTIAL INFORMATION

- 6.1 Subject to Condition 6.7, the Contractor undertakes to, and to procure that its Representatives and all Personnel shall:
- 6.1.1 keep secret and maintain confidential the Confidential Information; and
 - 6.1.2 use Confidential Information only in connection with the provision of the Services and in particular not use any Confidential Information to obtain a commercial, trading or any other advantage (including, for the avoidance of doubt, seeking to carry out any work other than the agreed Services for the End Customer); and
 - 6.1.3 upon demand:-
 - (a) procure the return to CPI of all items and copies of all or any Confidential Information; and
 - (b) expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed; and
 - (c) destroy all notes, analyses or memoranda containing or referring to Confidential Information; and
 - (d) if so required, furnish to CPI a certificate of a director of the Contractor confirming that to the best of his or her knowledge, information and belief, having made all proper enquiries, the provisions of this Condition 6.1 have been complied with.
- 6.2 To secure the confidentiality attaching to the Confidential Information, the Contractor shall:-
- 6.2.1 keep separate all Confidential Information and all information generated by the Contractor based on Confidential Information from all other documents and records of the Contractor;
 - 6.2.2 not use, copy, photocopy, reproduce, transform or store any of the Confidential Information in an externally accessible computer or transmit it in any form or by any means whatsoever outside of its usual place of business;
 - 6.2.3 at the request of CPI made at any time, immediately deliver up to CPI all documents and other material in the possession, custody or control of the Contractor (or of any Representative pursuant to Condition 6.2.4) that bear or incorporate any part or parts of the Confidential Information;
 - 6.2.4 undertake to permit access to the Confidential Information only to those Representatives who reasonably need access to such Confidential Information for the purpose of the provision of the Services, and on the conditions that such Representatives shall have:
 - (a) entered into legally binding confidentiality obligations to the Contractor on terms at least equivalent to the restrictions on the use of Confidential Information as set out in these Conditions; and
 - (b) been informed of CPI's interest in the Confidential Information and the terms of these Conditions, and instructed to treat the Confidential Information as secret and confidential in accordance with the provisions of these Conditions.
- 6.3 The Contractor warrants to CPI that it shall be responsible for the enforcement of the confidentiality obligations and that it shall procure that all Representatives given access to Confidential Information under Condition 6.2.4 shall comply with the provisions of these Conditions.
- 6.4 Nothing contained in these Conditions shall prevent the Contractor from imparting Confidential Information which it or any company in its Group may be obliged to disclose or make available:

- 6.4.1 under any applicable rule of law or other governmental regulation of the United Kingdom or any other competent jurisdiction; or
- 6.4.2 in connection with proceedings before a court of competent jurisdiction in relation to these Conditions or under any court order;

provided that the Contractor shall promptly notify CPI if any Confidential Information is required or requested to be disclosed and, so far as it is permitted by law, seek CPI's approval regarding the manner of such disclosure and the content of any announcement or, at CPI's expense, co-operate with any reasonable action which it may elect to take to challenge the validity of such requirement.

- 6.5 If any proceedings are commenced or action taken which could result in Confidential Information having to be disclosed, the Contractor shall immediately notify CPI of such proceedings or action in writing and shall take all available steps to resist or avoid such proceedings or action (including all steps that CPI may reasonably request) and keep CPI fully and promptly informed of all matters and developments relating to such proceedings. If the Contractor is obliged to disclose Confidential Information to any third party, such disclosure will only be made to such third party and the Contractor will disclose only the minimum amount of information consistent with satisfying its obligation to such person. Prior to making any such disclosure, the Contractor will give written notice to CPI of the information it proposes to disclose containing a copy of the proposed disclosure and confirmation that its legal advisers' opinion is that such disclosure is required and the Contractor will take into account any reasonable comments CPI may have in relation to the contents of the proposed disclosure.
- 6.6 The duties of confidentiality set out in this Condition 6 shall survive termination of each respective Contract for the longer of a period either of ten years from the date of its termination, or any period over ten years from the date of its termination that is specified in the Order.
- 6.7 The parties agree that in respect of Confidential Information protected by any executed NDA, the provisions of this Condition 6 shall not apply, and shall not supersede, supplement nor replace the provisions of any executed NDA in respect of that Confidential Information, and that this Condition 6 shall only apply to any such Confidential Information to the extent that such Confidential Information is not already protected by any executed NDA in place between the parties.

7. VARIATION OF SERVICES, SPECIFICATIONS OR WORKS

- 7.1 At any time during the Term, subject always to the following provisions of this Condition 7, CPI shall be permitted to vary any details of the Services and/or Specification and/or Outputs required under any Contract, including extending or temporarily suspending any delivery timetables, by serving at least seven days' prior written notice on the Contractor.
- 7.2 Following receipt of a variation notice from CPI under Condition 7.1, the Contractor shall promptly notify CPI of any reasonable change in the costs the Contractor would incur as a result of such proposed variation, providing supporting open-book evidence where so requested by CPI, and CPI shall then notify the Contractor that either:
 - 7.2.1 CPI accepts the Contractor's change in costs and wishes to proceed with the proposed variation to the Contract, with a schedule being added to the Order to reflect any agreed changes in the details of the Services and/or Specification and/or Outputs, and to the Price; or
 - 7.2.2 CPI does not accept the Contractor's change in costs and does not wish to proceed with the proposed variation to the Contract, and that the Contract shall continue in its current form without variation.
- 7.3 Until such time as the Contractor has received CPI's final notification about any proposed variation under Condition 7.2 it shall continue to perform the Contract continue in its current form without variation.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Contractor shall promptly disclose and shall procure that the Personnel promptly disclose to CPI's Representative full details of all Outputs created in the course of the provision of the Services in the format made available to the Contractor from time to time by CPI.
- 8.2 The Intellectual Property Rights in any Outputs shall vest in CPI absolutely.
- 8.3 The Contractor hereby assigns and shall procure that each of the Personnel assigns to CPI (including, to the extent necessary and permissible, by way of future assignment) the copyright and other Intellectual Property Rights in the Outputs which are created by the Contractor and/or the Personnel in the performance of the Services or which relate to the Project. For the avoidance of doubt, any designs or works created by the Contractor and/or the Personnel which are created outside of the performance of the Services and which do not relate to the Project, or which are owned by the Contractor or its licensors prior to the date of these Conditions and are used in the Project, will remain the property of the Contractor.
- 8.4 The Contractor shall, and shall procure that the Personnel shall:
- 8.4.1 keep all Outputs confidential;
 - 8.4.2 whenever requested to do so by CPI and in any event on the termination of the applicable Contract, promptly to deliver to CPI all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Outputs and the process of their creation which are in its possession, custody or power;
 - 8.4.3 not register nor attempt to register any of the Intellectual Property Rights in the Outputs, unless instructed in writing to do so by CPI; and
 - 8.4.4 promptly upon demand by CPI to execute all such documents and do all acts as CPI believes are reasonably necessary to confirm that absolute title in all Intellectual Property Rights in the Outputs vests in CPI.
- 8.5 The Contractor warrants to CPI that:
- 8.5.1 it has not given and will not give permission to any third party to use any of the Outputs, nor any of the Intellectual Property Rights in the Outputs;
 - 8.5.2 it is unaware of any use by any third party of any of the Outputs or Intellectual Property Rights in the Outputs; and
 - 8.5.3 the use of the Outputs or the Intellectual Property Rights in the Outputs by CPI will not infringe the rights of any third party.
- 8.6 The Contractor shall procure that each of the Personnel waives any moral rights in the Outputs to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Outputs or other materials, infringes the Contractor's moral rights.
- 8.7 The Contractor acknowledges that no further remuneration or compensation other than that provided for in these Conditions is or may become due to the Contractor in respect of the performance of its obligations under this Condition 8.
- 8.8 In the event that the Contractor is subject to a claim from any Personnel under Section 40 of the Patents Act 1977 (or under any similar statutory provision which may replace or supplement Section 40 of the Patents Act 1977 in the future), the Contractor acknowledges and agrees that it is the applicable employer of the Personnel, and agrees that it shall not join CPI as a party to any such claim, nor purport to pass responsibility to CPI for any sums that may be payable to such Personnel, nor seek to recover any such sums from CPI.

- 8.9 In the event that any claim or attack is brought or threatened by any third party against the Contractor and/or any Personnel in relation to any Intellectual Property Rights in or connected with the Outputs, the Contractor shall immediately notify CPI with full details, and the Contractor shall liaise with CPI in the conduct of its defence (at the Contractor's own cost) and shall not take any steps which in CPI's opinion would prejudice CPI's position in relation to its ownership of the Intellectual Property Rights in the Outputs.

9. RESTRICTIVE COVENANTS

- 9.1 The Contractor covenants with CPI that the Contractor shall not, and shall procure that the Personnel shall not at any time during the Restricted Period directly or indirectly:
- 9.1.1 solicit or entice away or seek to entice away or employ or procure to be employed any person who is or has been an employee of CPI during the Term;
 - 9.1.2 employ or procure to be employed any former employees of CPI who have been employed by CPI in the 12 months prior to the Termination Date and who have had direct dealings with clients of CPI;
 - 9.1.3 solicit or entice away or seek to entice away from doing business with CPI any person, firm, company or organisation who throughout the Term was a client of CPI.
- 9.2 The parties in all respects consider the restrictions contained in this Condition 9 reasonable.
- 9.3 Without prejudice to Condition 23, the provisions of Conditions 9.1.1, 9.1.2 or 9.1.3 are separate and severable and shall be construed and be capable of enforcement accordingly.

10. END CUSTOMER RESTRICTION

- 10.1 The Contractor acknowledges and agrees that, where it is providing Services to CPI in connection with an End Customer:
- 10.1.1 without an introduction to the End Customer made by CPI, it would not have the opportunity to gain or carry out the Services or other work for or in relation to the End Customer; and
 - 10.1.2 CPI's commercial relationship with the End Customer is very valuable to CPI and the loss of any business arising from that relationship could be very damaging to CPI, and accordingly that damages may not be an adequate remedy for any breach of these Conditions and CPI shall be entitled without proof of special damage to the remedies of an injunction or other equitable relief including damages for any actual or threatened breach by the Contractor or the Personnel of these Conditions.
- 10.2 Subject to Condition 10.3, in view of the acknowledgements in Condition 10.1, the Contractor agrees that during the Restricted Period:
- 10.2.1 it shall only perform the Services for the End Customer, whether directly or indirectly, under the terms of the Order, or in all other cases, subject to the prior approval in writing of CPI (at CPI's sole discretion); and
 - 10.2.2 it shall not approach the End Customer to seek to provide, nor shall it provide nor agree to provide, any services to the End Customer which compete with the Services, without the prior approval in writing of CPI (at CPI's sole discretion).
- 10.3 In the event that the Contractor can prove that prior to the Commencement Date of any Contract it is already providing services of any description to the End Customer, the provisions of Conditions 10.1 and 10.2 shall not apply to such services and/or to the renewal of contracts with the End Customer relating to them.
- 10.4 Without prejudice to Condition 23, the provisions of Conditions 10.2.1 and 10.2.2 are separate and severable and shall be construed and be capable of enforcement accordingly.

11. TERM AND TERMINATION

- 11.1 The Term shall be deemed to have commenced on the Commencement Date and subject to Condition 11.2 shall continue for such period set out in the relevant Order or Contract ("the Initial Term") unless terminated earlier in accordance with these Conditions or as otherwise permitted in the Contract.
- 11.2 CPI may, in its sole discretion, elect to extend the Initial Term by any period of up to twelve (12) months. CPI shall notify the Contractor at least ten (10) days prior to the expiry of the Initial Term of its decision to exercise this extension.
- 11.3 CPI may (at its sole discretion) terminate the relevant Contract (relating to the purchase of Services under any Order) with immediate effect and with no liability to make any payment to the Contractor other than in respect of amounts accrued prior to the Termination Date in the event that:
- 11.3.1 an order is made or a resolution is passed for the winding up of the Contractor or circumstances arise which entitle a Court of competent jurisdiction to make a winding-up order of the Contractor; or an order is made for the appointment of an administrator to manage the affairs, business and property of the Contractor or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Contractor or notice of intention to appoint an administrator is given by the Contractor or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - 11.3.2 a receiver is appointed of any of the Contractor's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Contractor or if any other person takes possession of or sells the other party's assets; or
 - 11.3.3 the Contractor makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 11.3.4 the Contractor is, or is reasonably considered to be unable to pay its debts when they fall due as defined in Section 123 of the Insolvency Act 1986; or
 - 11.3.5 any distraint is levied against the Contractor or its property by any person; or
 - 11.3.6 the Contractor ceases, or threatens to cease, to carry on business; or
 - 11.3.7 any action or occurrence analogous to the provisions of Conditions 11.3.1 to 11.3.6 occurs in respect of the Contractor in any jurisdiction; or
 - 11.3.8 the termination rights in Condition 26.2 relating to Change of Control are exercised by CPI; or
 - 11.3.9 the Contractor is in breach of these Conditions and such breach is not capable of remedy; or
 - 11.3.10 the Contractor is in breach of these Conditions and such breach is capable of remedy, but the breach has not been remedied within 7 (seven) days of issue of a written notice by CPI to the Contractor specifying the breach and requiring remedy.
- 11.4 CPI shall be entitled to terminate any Contract for convenience at any time by serving written notice of termination on the Contractor under the Notice Period.

12. OBLIGATIONS UPON TERMINATION

- 12.1 On the Termination Date (or as otherwise agreed by CPI in writing) the Contractor shall:
- 12.1.1 immediately vacate the Premises and return all CPI resources and/or equipment made available by CPI under Condition 3.1 for the provision of the Services, in each case in the condition in which it was originally occupied or received, and promptly making good to CPI's satisfaction, acting reasonably, any damage caused whilst in the Contractor's occupation or possession; and
 - 12.1.2 immediately deliver to CPI all copies of the Outputs, documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of any member of CPI's Group or their business contacts, any keys, and any other property of any member of CPI's Group, which is in its possession or under its control; and
 - 12.1.3 irretrievably delete any information relating to the business of any member of CPI's Group stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of CPI; and
 - 12.1.4 provide a signed statement that it has complied fully with its obligations under this Condition 12.1.
- 12.2 The provisions of Conditions 2.8, 2.11, 5.2, 6, 8, 9, 10, 12, 13, 14, 15, 16, 18, 20, 23, 24, 25, 27 and 28 shall, in respect of the Services that were being provided and any related Confidential Information and/or Intellectual Property, survive termination of the provision of any Services under an Order, and the termination of any relevant Contract, howsoever arising.

13. INDEMNITY

- 13.1 The Contractor hereby indemnifies CPI in full and holds CPI indemnified in full and harmless from all costs, claims, liabilities, expenses and or losses awarded against, incurred, paid or suffered by, CPI as a result of or in connection with:
- 13.1.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Outputs or the Services; or
 - 13.1.2 any breach by the Contractor of Condition 6; or
 - 13.1.3 any breach by the Contractor of Condition 8.
- 13.2 Without prejudice to Condition 23, the provisions of Conditions 13.1.1, 13.1.2 and 13.1.3 are separate and severable and shall be construed and be capable of enforcement accordingly.
- 13.3 Without prejudice to the generality of Condition 25, CPI may at its option satisfy any of the above indemnity (in whole or in part) by way of deduction from any payments due to the Contractor.
- 13.4 The provisions of this Condition 13 shall survive termination of these Conditions, howsoever arising.

14. INSURANCE

- 14.1 The Contractor will insure against its liabilities arising out of or in connection with the performance of the Services, and such insurance shall extend to cover CPI in respect of any third party claim against CPI arising from or in connection with the Contractor's performance of the Services including (without prejudice to the generality of the foregoing):
- 14.1.1 employers' liability insurance for no less than £5,000,000 (five million pounds) in respect of any one incident unlimited in any 12 month period;

- 14.1.2 public liability insurance for no less than £5,000,000 (five million pounds) in respect of any one incident unlimited in any 12 month period; and
- 14.1.3 professional indemnity insurance for no less than £2,000,000 (two million pounds) in respect of any one incident unlimited in any 12 month period.
- 14.2 The Contractor shall promptly at CPI's request provide CPI with details of all relevant insurance policies and copies of any cover-notes relating to the insurances effected pursuant to these Conditions and will use all reasonable endeavours to procure that:
 - 14.21 the interests of CPI are duly noted on insurance policies;
 - 14.2.2 subrogation rights are waived by the insurers; and
 - 14.2.3 such insurance policies include non-avoidance of liability provisions to ensure that an act by the Contractor which negates the terms of an insurance policy will not prejudice the insurance cover benefit to CPI.
- 14.3 If the Contractor shall fail to comply in any respect with the provisions of this Condition 14, CPI shall be entitled (but not obliged) to arrange the insurance cover required by this Condition 14, the cost of which the Contractor shall promptly reimburse to CPI upon demand, and the Contractor hereby indemnifies CPI fully and holds it fully indemnified against all costs, claims, demands and liabilities incurred by CPI as a result of CPI doing so.

PLEASE NOTE EACH OF THE FOLLOWING IMPORTANT PROVISIONS OF CLAUSE 9

15. LIMITATION OF LIABILITY

- 15.1 Neither party excludes or limits liability to the other party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law (e.g. breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982).
- 15.2 Subject to Condition 15.1 above, CPI's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising in connection with the performance or contemplated performance of any Contract shall be limited to a maximum of the total Price payable in respect of the Services under the Contract which have given rise to the claim or liability.
- 15.3 Subject to CPI paying all undisputed invoices that have been properly issued for Services that have actually been delivered under the Contract, and to Condition 15.1, CPI shall not be liable to the Contractor for any:
 - 15.3.1 loss of profit, (whether direct or indirect); and/or
 - 15.3.2 loss of business; and/or
 - 15.3.3 loss of business opportunity; and/or
 - 15.3.4 depletion of good-will; and/or
 - 15.3.5 loss or corruption of data, or the costs and consequences of any data restoration; and/or
 - 15.3.6 costs of loans, borrowing and/or of temporary financing; and/or
 - 15.3.7 additional staffing costs; and/or

15.3.8 costs, expenses or other claims for any type of special, indirect or consequential loss or compensation (including loss or damage suffered as a result of an action brought by a third party);

whatsoever and howsoever caused which arises out of or in connection with these Conditions and/or any Contract, even if such loss was reasonably foreseeable or CPI had been advised of the possibility of the Contractor incurring the same.

15.4 For the avoidance of doubt because Centre for Process Innovation Limited is publically funded and has restrictions upon the activities it is permitted to carry out under the terms of its public funding and its company articles, it acts as a central asset holder for and on behalf of the members of CPI's Group, and accordingly, the Contractor acknowledges and agrees that it is reasonable that all members of CPI's Group, subject to Clauses 1.7 and 27, shall be entitled to recover any losses resulting from a breach of these Conditions as if it was an original party to these Conditions.

16. STATUS

16.1 The relationship of the Contractor to CPI will be that of independent contractor and nothing in these Conditions shall render it or any Personnel or Representative as an employee, agent or partner of CPI, and the Contractor shall not hold itself out as such, and shall procure that no Personnel or Representative hold themselves out as such.

16.2 For the avoidance of doubt, CPI shall not have day-to-day control over the Personnel, which shall at all times remain with the Contractor.

16.3 Each Contract made incorporating these Conditions constitutes a contract for the provision of Services and accordingly, the Contractor shall be fully responsible for all Personnel, and hereby indemnifies CPI in full, and holds CPI indemnified in full, for all costs, claims, losses and expenses in respect of:

16.3.1 any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance by the Personnel of the Services, where such recovery is not prohibited by law. The Contractor shall further indemnify CPI against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by CPI in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and / or

16.3.2 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Personnel against CPI arising out of or in connection with the provision of the Services; and / or

16.3.3 any claim under Section 40 of the Patents Act 1977 (or under any similar statutory provision which may replace or supplement Section 40 of the Patents Act 1977 in the future).

16.4 Without prejudice to the generality of Condition 25, CPI may at its option satisfy any of the above indemnity (in whole or in part) by way of deduction from any payments due to the Contractor.

16.5 Without prejudice to Condition 23, the provisions of Conditions 16.3.1, 16.3.2 and 16.3.3 are separate and severable and shall be construed and be capable of enforcement accordingly.

17. NOTICES

17.1 Any notice or other communication given or made under these Conditions shall be in writing and may be sent by email, save in respect of a notice of termination which shall be served under the provisions of Condition 17.2 below. Without affecting the validity of the original notice or communication sent by email, the party who sends such email may, in addition and at its sole discretion, send a paper copy of such communication to the recipient under Condition 17.2.

17.2 Any such notice or other communication shall be sent to the address for service set out in the Order, or where the Order is silent on such matters, to the relevant parties' registered office and, if so addressed, shall be deemed to have been duly given or made as follows:-

17.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

17.2.2 if sent by first class post, two working days after the date of posting.

17.3 If any notice or other communication would otherwise be deemed to be given or made after 5:00 pm on any working day, such notice or other communication shall be deemed to be given or made at 9:00 am on the next following working day.

18. CONTRACT FORMATION AND ENTIRE AGREEMENT

18.1 These Conditions are the only basis upon which CPI shall contract for the purchase of the Services, and all Services supplied to CPI by the Contractor shall be upon the terms and conditions contained in these Conditions, to the exclusion of all other terms and conditions which the Contractor purports to apply under any quotation, acknowledgement or acceptance of an Order, delivery note, invoice, terms and conditions of supply, or other document tendered to CPI or otherwise generally applied by the Contractor to the supply of Services.

18.2 Without prejudice to Condition 18.1, and subject to Condition 6.7 and any to prior undertaking, representation, warranty, promise, or assurance made to CPI about the Outputs and the Services by the Contractor, each Contract constitutes the entire and only agreement and understanding between the parties at the Commencement Date in connection with the provision of the relevant Services under that Contract.

18.3 The Contractor acknowledges that it has not entered into any Contract in reliance on any undertaking, representation, warranty, promise, assurance or arrangement of any nature from CPI which is not expressly set out herein.

18.4 Nothing in this Condition 18 shall limit or exclude either party's liability for fraud or for fraudulent misrepresentation.

19. FORCE MAJEURE

19.1 Neither party shall be liable for any delay in performing or failure to perform any of its obligations under these Conditions if such delay or failure results from events or circumstances outside its reasonable control and which it could not have taken reasonable steps to avoid or to mitigate. Such delay or failure shall not constitute a breach of these Conditions where notified to the other party as soon as reasonably practicable and the time for performance shall be extended by a period equivalent to that during which performance is so prevented, for a period of up to one month.

20. SUCCESSORS AND ASSIGNS / SUB-CONTRACTING

20.1 Each Contract shall be binding upon, and enure for the benefit of, the parties' successors in title.

20.2 The Contractor shall not assign or novate all or any part of the benefit of, or its rights or benefits under, any Contract incorporating these Conditions without the prior written consent of CPI. Any rights which are the subject of a purported assignment in breach of this clause shall be unenforceable unless and until the breach is rectified.

20.3 The Contractor shall not sub-contract any of its obligations under any Contract incorporating these Conditions without the prior written consent of CPI (at CPI's sole discretion), and in such circumstances where CPI's consent under this Condition 20.3 is granted, the Contractor agrees that it shall be fully liable to CPI for all acts and / or omissions of the permitted sub-contractor as if such acts and / or omissions were the Contractor's own.

21. VARIATIONS

21.1 Subject to Condition 7, no purported alteration to or variation of any provision of these Conditions shall be effective unless it is in writing, refers specifically to these Conditions and is duly executed by each party hereto.

22. VAT

- 22.1 All payments to be made pursuant to these Conditions shall (save where otherwise specifically stated) be exclusive of Value Added Tax (if applicable). Any Value Added Tax chargeable in respect of the matters giving rise to such payments shall be added to the amount of, and paid in addition to, them.

23. SEVERABILITY

- 23.1 If any wording in any provision of a Contract and/or of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such wording shall be deemed removed from the relevant provision, and the invalidity or unenforceability of such wording shall not affect the remainder of that provision, nor the remainder of the relevant Contract and/or of these Conditions, and the remaining wording of such provision and all other provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

24. WAIVERS AND RELEASES

- 24.1 The rights, powers and remedies conferred on the parties in these Conditions are cumulative and are additional to, and not exclusive of, any rights, powers and remedies provided by law or otherwise available it.
- 24.2 No delay or omission on the part of any party to these Conditions in exercising any right, power or remedy provided by law or under these Conditions shall impair such right, power or remedy or operate as waiver thereof.
- 24.3 The single or partial exercise of any right, power or remedy provided by law or under these Conditions shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 24.4 Except as specifically provided in these Conditions, no waiver of any provision of these Conditions shall in any event be effective unless the same shall be in writing, and then such waiver shall be effective only in the specific instance, for the purpose for which the same is given, and such waiver shall not operate as a waiver of any future application of such provision.

25. SET-OFF

- 25.1 Any sums credited by or due from CPI to the Contractor may, at any time and from time to time without notice, be applied to and/or set off against any liabilities or obligations of the Contractor to CPI, whether absolute or contingent, due or to become due, direct or indirect, whether under any Contract or otherwise.

26. CHANGE OF CONTROL

- 26.1 If at any time whilst any Contract is in force there is a Change of Control of the Contractor, the Contractor shall notify CPI within 14 days of the Change of Control having occurred.
- 26.2 Where CPI believes in its sole discretion that the continuation of the Contract would, as a result of the Change of Control, adversely affect CPI's commercial interest, CPI shall have the right to terminate the Contract forthwith by giving notice to the Contractor, such notice to be served during a period of ninety (90) calendar days from the date on which the notification from the Contractor of the Change of Control is served (for the avoidance of doubt, whether served within the correct period, or served late). After such time CPI's rights to terminate due to a Change of Control under this Condition 26 shall lapse.
- 26.3 For the avoidance of doubt, failure to notify a Change of Control under Condition 26.1 shall be deemed to be a breach which is not capable of remedy of any applicable Contract for the purposes of Condition 11.3.9.

27. THIRD PARTY RIGHTS

- 27.1 With the exception of the members of CPI's Group, a person who is not a party to any Contract incorporating these Conditions has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of that Contract but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.
- 27.2 All rights conferred under these Conditions (or the Contract made pursuant to these Conditions) may be enforced by any member of CPI's Group that is relying upon them.

28. GOVERNING LAW AND JURISDICTION

- 28.1 These Conditions and each Contract incorporating them shall be governed by and construed in accordance with the law of England.
- 28.2 In the event of a dispute between the parties, CPI shall (at its sole discretion) decide whether to have the matter finally resolved under Conditions 28.3 and 28.4. In all other circumstances the parties submit to the exclusive jurisdiction of the English courts.
- 28.3 All disputes arising out of or in connection with these Conditions (or any Contract made pursuant to these Conditions), which are referred to arbitration under Condition 28.2, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- 28.4 It is agreed that in relation to any dispute referred to arbitration under Condition 28.2:
- 28.4.1 the tribunal shall include at least one arbitrator who is an expert in the purchasing and use of the Goods and/or Services that are in dispute; and
- 28.4.2 the place of arbitration shall be Newcastle-upon-Tyne, England; and
- 28.4.3 the language of arbitration shall be English; and
- 28.4.4 each party shall bear the costs of arbitration as directed by the arbitrators.

5. BINDING OFFER

Tender For: Confined Space Entry Service Provider

Tender number:- 332

Company Name (Lead company if joint bid)	
Registered office address	
Postcode	
Company number and VAT number	
Name of main contact	
Address (if different from above)	
Postcode	
Telephone number	
Email	
Total Bid Price (including expenses but excluding VAT)	£
and/or Hourly Rate (if applicable)	
Where did you read about this Tender?	CPI Website: <input type="checkbox"/> Mytenders.org: <input type="checkbox"/> OJEU: <input type="checkbox"/> Other:

1. Declaration of non-criminality and of non-automatic disqualification under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(1)

We have checked the requirements of the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(1) ("the Regulation") as amended and updated from time to time, and hereby declare and certify that the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company) has not been convicted in any jurisdiction of the European Union of any of the offences listed in the Regulation (including but not limited to offences of conspiracy, corruption, bribery, fraud, theft, destruction of evidence, money laundering, tax offences, professional offences, or any offence listed in the Regulation), and hereby agree that if this declaration is false in any way that we hereby indemnify CPI in full and hold CPI indemnified in full against all costs claims expenses and losses that CPI may incur or suffer as a result of such false declaration, including but not limited to: legal costs, costs of defending and/or settling any claim, costs of re-tendering, financial penalties.

2. 2. Declarations regarding discretionary disqualifications under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(4)

Do any of the following circumstances as set out in the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(4) apply to the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company)?

Please circle as applicable:

- (a) being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state; **Yes / No / NA**
- (b) being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; **Yes / No / NA**
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state; **Yes / No / NA**
- (d) has been convicted of a criminal offence relating to the conduct of his business or profession; **Yes / No / NA**
- (e) has committed an act of grave misconduct in the course of his business or profession; **Yes / No**
- (f) has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established; **Yes / No**
- (g) has not fulfilled obligations relating to the payment of taxes under the law of any part of the

United Kingdom or of the relevant State in which the economic operator is established; **Yes / No**

- (h) is guilty of serious misrepresentation in providing any information required of him under this regulation; **Yes / No**
- (i) in relation to procedures for the award of a public services contract, is not licensed in the relevant State in which he is established or is not a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member. **Yes / No**

If any answer to 2 (a) to (i) is YES please give full details in the Tender Response including of any court actions and/or industrial tribunal hearings.

3. Declaration of Binding Offer

We have read the documents a), b), c), d), e), f) and g) listed below which we have examined, understand and accept and we offer to supply the goods and/or services specified on the basis set out Paragraph 4 below, at the rates or prices quoted, and we hereby agree that our tender is a legally binding offer, which upon acceptance in writing by CPI shall form a legally binding contract between us and CPI on the basis set out in Paragraph 4 "Agreed Contract" below.

4. Agreed Contract

We agree that this tender and the contract which will result from it, if we are successful, shall be made up of the provisions in the documents listed below:

- a) Invitation to Tender
- b) Instructions to Tenderers
- c) Tender Specification
- d) Binding Offer
- e) Response to Tender (excluding any contractual terms of supply that we submit in or with it, but including any other clarifications to the Response to Tender provided by us at CPI's specific request which are marked by CPI as being incorporated into the contract)
- f) The CONTRACTUAL TERMS above
- g) CPI Purchase Order

all of which shall apply to the successful tender to the exclusion of any other contractual terms and conditions, including but not limited to any terms and conditions which we purport to apply to our supply of goods and/or services whether in the Response to Tender, or more generally, or otherwise in any way. We agree that any other terms or conditions of contract or any general reservations which we submit or which emanate from us in connection with this tender or with any contract resulting from this tender shall not be applicable to the contract.

Where a model contract is set out in the CONTRACTUAL TERMS we agree that if we are successful with this tender, we shall promptly after the final award of the contract execute such model contract without requesting amendment, and agree that until such model contract is prepared and executed, this tender if accepted by CPI shall constitute a binding contract as set out above.

5. Law

We agree that any contract that may result from this tender shall be subject to the law of England.

6. Confidentiality / No Collusion

We declare that we have abided by the Confidentiality of Tenders / No Collusion requirements set out in the Instructions to Tenderers.

7. Offer Validity

All of this Binding Offer (including but not limited to the prices quoted) is valid for acceptance and cannot be withdrawn by us for 90 days from the tender return date.

Signed:Date:

Print Name:

Position:

Duly authorised to sign tenders for and on behalf of:
(full legal name of the Tenderer in BLOCK CAPITALS)

.....

Postal Address.

.....

.....

Telephone No

APPENDIX 1

TITLE: CPI GUIDANCE NOTE: CONFINED SPACE ENTRY
AUTHOR: D J CURTIS, CPI HEALTH & SAFETY ADVISOR
ISSUE DATE: 2ND JULY 2012 REV 2: DJC – HB

Purpose

Confined space entries arise from the need for routine and unscheduled entry into process plant vessels and tanks. Entry is needed to undertake routine inspections, repairs, adjustments to internal hardware and maintenance.

This guidance deals with the procedures and precautions required before anyone is permitted to enter a Confined Space. It satisfies the requirements of the Wilton Centre instruction 'Entry into Confined Spaces – Tenants Responsibilities' WC/GEN/5029.

The Confined Space entry system operates in conjunction with and in support of the Wilton Centre Site Permit to Work System.

It is likely that CPI will engage the services of a specialist confined space entry service provider to assist CPI with achieving compliance with the requirements of this guidance.

Scope

This instruction applies to all persons, whether resident, visitor or contractor, at the CPI Wilton facility, who need to enter a confined space.

Separate guidance has been issued for the CPI Sedgefield site in the form of site instruction PETeC-SHEC-SMG-0050A.

There are two pilot plant areas where confined space entries arise: on the NIBF biological facility (two facilities - at 10 Tonnes scale and 1 Tonne scale) where equipment to be entered is up to 10,000 litres capacity and on a smaller scale ADDC facility which is an Anaerobic Digestion facility of up to 8,000 litres.

Entries on the NIBF biological facility are likely to be straightforward because vessel contents are not very hazardous and internals can be effectively cleaned in place. These are likely to be classified as Class A type entries because breathing apparatus for entry is unlikely to be needed.

Entries on the ADDC facility may be more problematic because although the equipment is smaller in size, it is more difficult to ensure cleanliness prior to entry. Process inventories arise from farmyard manure and similar feed stocks where H₂S, biological hazards and odour may present hazards for persons undertaking entries into process equipment. There is a likelihood of residual matter being present after internal washing out in situ which could be disturbed on entry and affect the atmosphere within the vessel. These entries are likely to be Class B type entries.

Definitions

Confined Space - A confined space is any item of plant or equipment which encloses a space large enough for a man to put his head in and where there is liable to be danger due to gas, dust or fume or other material (e.g. atmosphere within process vessel).

Holes in the ground less than one metre deep and of fully open construction are not normally defined as a Confined Space. Where the hole is more than one metre deep, an Entry Permit is required unless the hole has an open area greater than the square of the depth, in which case further consideration shall be given. (Caution - Dangerous Gases or Fumes may still accumulate)

Typical confined spaces on NIBF and ADDC facilities that CPI is responsible for include tanks, process vessels, AD Digesters and drainage sumps. The main work would be for internal cleaning, to undertake Agitator repairs / Steady Bearing repairs / Routine Vessel Inspections.

Class 'A' Entry – A Class "A" Entry is one where breathing apparatus need not be worn.

Class 'B' Entry – A Class "B" entry is one where breathing apparatus is required to be worn to undertake the entry.

The "CPI Competent Persons" – are the CPI Operations Manager and CPI H&S Advisor. These are the only persons permitted to authorise issue of a CPI Confined Space Entry Permit.

Instruction

Mandatory Requirements

Avoid entry to Confined Spaces where possible by doing the work from outside. Better work planning or a different approach can reduce the need for confined space working.

If entry to a Confined Space entry is unavoidable, follow the safe system of work given in this guidance. These requirements can be summarised as follows:

- Except for rescue purposes, no person may enter or remain in any equipment or other confined space where dangerous fume, gas, or vapour may be present or may accumulate, or where there may be a deficiency in oxygen, until such a place has been thoroughly examined by the CPI Competent Persons who have been duly trained and appointed, and that the Competent Persons have issued a signed Entry Permit permitting entry.
- The standard of preparation of the Confined Space shall be aimed at eliminating all danger such that the need to wear breathing apparatus for entry is the last resort.
- Adequate emergency arrangements for escape from the confined space must be in place before the work starts.
- Training for CPI Competent Persons shall be provided, validated, and recorded by the CPI H&S Advisor.
- The CPI H&S Advisor shall appoint individually in writing CPI competent Persons authorised to issue Entry Permits.

Class "A" Entry

For this to be assured the CPI Competent Persons shall assess that for a specified duration the confined space and the access to it must meet the following criteria:

- Is isolated and sealed from every source of dangerous gas or fume,
- Does not contain dangerous sludge or deposit of hazardous material liable to give off fumes,
- Has been ventilated, the atmosphere tested, and is fit to breathe,
- The proposed activity will not create an atmosphere which is deficient in oxygen, toxic, or unpleasant to breathe.

Entry into confined spaces through an opening of less than 450 mm (18 inches) shall only be permitted with the permission of the CPI Competent Persons following a written risk assessment.

Class "B" Entry

For this to be allowed, the confined space and the access to it must meet certain criteria.

Class "B" entries typically fall into four categories:

- Although the atmosphere is safe to breathe and there is no danger to life, it is nevertheless sufficiently unpleasant for sickness and nausea to result from breathing the atmosphere, or it may become so as a result of the proposed activity.
- The confined space is not fully isolated, e.g. a drain gully.
- The atmosphere contains less than 20% oxygen.
- The atmosphere is poisonous such that it contains sufficient toxic material that there is danger to life through continued exposure. Consideration should be given to the transmission of toxic materials through the skin.

Entry is **NOT** permitted:

- when the concentration of a Toxic Substance exceeds either the LEL, or:
- when the concentration of oxygen exceeds 21%, or:
- when the manhole is of such a dimension to prevent ease of access and egress whilst wearing SCBA.

Guidance on Applying the Instructions

The precautions required in a safe system of work will depend upon the nature of the confined space and the risk assessment.

The following main elements shall be considered by the Permit to Work Issuer as part of the assessment for issue of a Confined Space Entry PTW and by the CPI Competent Persons for Authorisation of the Entry Permit as part of the precautions for the safe system of work for confined space entry.

Preparation for Entry

The objective shall always be to achieve the standards required for the issue of a Class "A" Entry Permit.

Where this cannot be achieved, preparation shall still be made to reduce the residual hazards to a practical minimum before a Class "B" Permit is issued.

Suitability for the work

Persons undertaking this work should be assessed for suitability by the Competent Persons:

- Do they have sufficient experience of the type of work to be carried out?
- What training has been provided?
- Are individuals of suitable physical strength and build for the confined space environment,
- Are there any issues arising from claustrophobia or fitness to wear breathing apparatus,
- Other medical issues requiring advice from a Medical practitioner.

Pipes and Lines

The Permit to Work Issuer shall prepare a written Isolation for Entry diagram which identifies the necessary isolation points. This will be based on knowledge of the plant process design and an up to date process line diagram.

All branches on a equipment shall be made open to atmosphere, physically sealed (e.g. thermowell), or slip plated off by physical disconnections of the pipe or line and blanking of the open end of the pipe or line; or by fitting a slip plate at the joint nearest the equipment.

Slip-plates shall be of suitable size, strength, material and condition as defined by the line classification. If this is not possible, guidance shall be sought from the CPI H&S advisor.

If two or more equipment items are to be considered as a single system for entry purposes, then the limits of the system shall be clearly defined; the above isolation criteria shall be applied to the limits of the system; and the interaction of activities within the system shall be considered.

Motive Power

Where equipment is fitted with power-driven equipment, a positive isolation of power shall be made by removal of fuses or by racking out of the circuit breaker and locking off.

One of the following additional actions shall be taken: disconnection of the drive coupling; removal of the electrical supply cable from the drive motor; or removal of belts from belt-driven equipment.

Where the equipment can "free-wheel" e.g. a fan blade, it shall be clamped or lashed in position, preferably before entry, or if this is not possible then as the first job when inside.

Radioactive Sources

These are probably not applicable to CPI operations. However should these be introduced, sources mounted inside vessels should be removed. Sources mounted outside vessels should be removed or have the shutter locked in the shut position.

Sources of Heat

Electrical heating shall be isolated by removal of fuses. Heat transfer fluids (e.g. in jackets or coils) shall be isolated and the fluid drained off.

Ventilation

If the equipment is thought to contain harmful/flammable gas or vapour it shall first be purged with an inert substance prior to ventilation.

Remove manholes and/or open sufficient entry branches to atmosphere to allow full ventilation of the confined space.

Use air moving equipment if natural ventilation is not sufficient. The need for additional fume extraction equipment shall be considered particularly in relation to welding/cutting and Dye Penetrant testing.

The use of oxygen for ventilation purposes is forbidden as an oxygen rich atmosphere greatly increases the rate of combustion and is therefore extremely hazardous.

Gas Purging

Where the risk assessment has identified the presence or possible presence of flammable or toxic gases or vapours there may be a need to purge the gas or vapour from the confined space. This can be done with air or an inert gas where toxic contaminants are present, but with inert gas only where there are flammable contaminants. The use of inert gas is limited to purging flammable gas or vapour because any purging with air could produce a flammable mixture within the confined space. Where purging has been carried out, the atmosphere will need to be tested to check that purging has been effective, and that it is safe to breathe before allowing people to enter.

Atmosphere Testing

Before entry is made to the confined space, the atmosphere shall be sampled and tested by Competent Persons using calibrated equipment and the results shall be recorded on the Entry Permit.

The Competent Person shall understand the relevance of the test and be aware of the previous contents of the equipment. He shall record and initial the analytical results on the Permit.

An atmosphere is free from danger only when the following conditions are satisfied:

- the oxygen content is between 20% and 21%; and
- the explosimeter test, if relevant, is less than 5% LEL; and
- the concentration of toxic gas or vapour is less than the Work Exposure Level (WEL) where there is a risk of a toxic gas being present

The person sampling the atmosphere within the confined space shall ensure that the samples are drawn from well within the confined space; that sufficient samples are taken so as to be representative of the atmosphere within the confined space; and that any air moving equipment is isolated for 30 minutes prior to sampling.

If entry is required to enable representative sampling, breathing apparatus shall be worn under Class "B" conditions and a separate Entry Permit shall be issued for this activity.

The results of atmosphere testing shall be recorded on the Entry Permit.

The meters used shall have a certificate showing that they have been calibrated by an accredited organisation, and that they are within the calibration date.

Sampling & testing shall always be carried out as close as possible to the time of entry. In any event, the time elapsing between sampling and signing of the Permit shall not exceed 4 hours.

A Personal Monitor shall be worn by all persons within the confined space in order to continuously monitor the condition of the breathable atmosphere. Monitors shall be tested each time prior to entry

If a service such as Compressed Air is to be used in the Confined Space it shall be introduced and made live at least thirty minutes prior to the atmosphere test.

Provision of Special Tools and Lighting

Non sparking tools and specially protected lighting are essential where flammable or potentially explosive atmospheres are likely. In certain confined spaces (e.g. inside metal tanks) suitable precautions to prevent electric shock include use of extra low voltage equipment (typically less than 25 V) and, where necessary, residual current devices.

Cleaning before entry

This may be necessary to ensure fumes do not develop from residues etc while the work is being done

Precautions for Entry

Manholes

A safe way of gaining entry to and exit from a confined space must be provided.

The largest practicable opening for all entries shall be provided to facilitate access and rescue. The minimum opening size to allow access with full rescue facilities is 575mm diameter. Special consideration for means of escape with breathing apparatus is required where the minimum opening size is below this value.

If not at ground level, or provided with a permanent platform, then a temporary platform shall be erected before entry is permitted.

The access within a vessel or tank may be impeded by internal obstructions. There shall be clear understanding of how a rescue can be made before permission is granted for entry.

Breathing Apparatus

The standard of preparation of the Confined Space should be aimed at eliminating the need to wear breathing apparatus for entry apart from in an emergency or for rescue purposes.

Where a risk assessment identifies that residual hazards affecting the breathable atmosphere remain after cleaning, Respiratory Protective Equipment (RPE) may be required in connection with Class 'B' Type confined space entry.

Where there is a risk of toxic gas emission from adjacent plant or equipment, breathing apparatus shall be provided in case of an emergency.

The type of RPE provided must be suitable for the intended use. Emergency breathing apparatus to ensure safe egress or escape is of limited duration supply and is intended to allow the user time to exit the hazard area. This type of equipment is not suitable for normal work.

Persons required to wear breathing apparatus either for normal work within the confined space or for use in an emergency shall be suitably trained by an approved organisation and have documentary proof of training and subsequent refresher training.

Certificates of breathing apparatus test and examination should be made available for inspection on request from the CPI Competent Persons during the issue of the Entry Permit.

Harnesses, Escape Lifting Equipment

This includes all lanyards, harnesses, and escape lifting equipment.

Harnesses shall be worn by each person entering a confined space

Where practicable a life line shall be attached to the harness and be attended by the Standby Man outside of the confined space. This may not be possible where there are cross stays or obstructions likely to cause entanglement. The harness shall be worn so that the person may be withdrawn head first from the confined space.

All ropes, harnesses, and escape lifting equipment etc shall be adequately maintained in good condition and subject to a written regime of routine inspection and test.

Certificates of test and examination should be made available for inspection on request from the CPI Competent Persons during the issue of the Entry Permit.

Standby Man

A trained Standby Man shall be provided for all entries.

Emergency Response & Rescue

Duties of Standby Man

The Standby Man shall control entry into the confined space as specified on the Permit to Work and shall call out the entrants if conditions change.

He shall summon assistance, if the need arises, by using a previously arranged form of communication and according to an agreed rescue plan specific to the entry, if appropriate.

He shall not leave his post until all persons have safely vacated the confined space. He shall not enter the confined space to effect a rescue.

If the need for rescue arises, he shall summon assistance and maintain his post until the rescue team has arrived.

The Entry Permit Issuer shall ensure that the Standby Man is instructed in these duties.

Rescue

The means of rescue from every confined space shall be considered by the PTW Issuer and Entry Permit Issuer and appropriate precautions specified.

The most likely rescue response will be based on an emergency call the local authority emergency services.

The number of persons allowed inside a confined space shall be the absolute minimum necessary to carry out the required work and for which rescue is practicable.

Rescue shall only be attempted by trained personnel who shall be summoned immediately by a pre-arranged system of communication.

Entry Control

In order to expedite an effective rescue it is imperative that a communications and entry monitoring is established at the planning stage.

The purpose of the communications is to summon emergency services without delay, and to provide essential information to the Rescue Team.

The design of the communications mechanism may vary depending on the number of entries; the number of operations per entry; the type of entries involved and known rescue difficulties; and the presence or otherwise of a standby man.

For example, it may be based remotely from the area (in the Plant Room).

The following essential elements shall be included:

- a defined method and responsibility for summoning the emergency services,
- a log of the number of persons in the equipment, time of entry and time of exit.

Rescue Plan

A written rescue plan shall be prepared before the Entry Permit is issued. It is the responsibility of the CPI Competent Persons to ensure that a suitable rescue plan exists.

Because of the varying nature of each individual entry, it is not possible to specify in detail what the plan shall contain, but essential elements to be included are the means of communication, the type and construction of equipment; the geographic location - a plot plan with access route is useful; and the possible need for additional lighting, particularly for emergencies continuing after dark.

When a rescue plan has been prepared all persons entering the particular confined space shall be made aware of its contents.

Communications

The Standby Man shall maintain frequent contact with the persons working inside the confined space by visual contact (this is the preferred method; it shall not involve entry by the Standby Man); or verbal contact; or the wearing by those working inside the confined space of wrist-attached hand-lines; or by the use of radios.

The method shall depend on the class of entry and internals of the equipment.

In some rare circumstances an extra man positioned in the confined space may be necessary to maintain surveillance and link with the outside.

The Standby Man shall maintain direct contact with a pre-arranged "Entry Control Point" from which emergency assistance can be summoned.

Prevention of Unauthorised Entry

Unauthorised entry into a confined space shall at all times be prevented by a barrier with a prominent notice, or by the constant presence of a Standby Man.

Other considerations

The following apply to vessel and tank entries but may apply to entry into other equipment where work is undertaken.

Hot Equipment

Entry shall not be permitted until the temperature at the point of work has fallen below 40C.

Lighting

Adequate and suitable lighting shall be provided.

Welding and Cutting

Those responsible for the "hot" work being carried out in the confined space shall state the hazards which might arise and the additional precautions that shall be taken. This information shall be discussed with the issuing personnel and added to the Permit to Work.

The Supervisor shall monitor to ensure that the work is progressing under the stated precautions and that they are effective. Welding on the outside of equipment is permissible while a Permit for the equipment is in force, provided that the interaction of the two activities is fully considered.

Welding shall not proceed if there is a danger of deposits on the inside of the equipment giving off fume when heated; or if there is a danger of sparks falling on a person working in the equipment or if there is a hazard from either of the jobs which will make the other unsafe.

Dye Penetrant and Magnetic Particle Testing

This activity shall only be carried out by an "Approved Operator".

The Approved Operator shall ensure that ventilation of the confined space is adequate to prevent the accumulation of fume.

This will normally be from the base of the equipment as the fumes are heavier than air.

The Approved Operator is responsible for monitoring the level of the active chemical in atmosphere within the confined space during the activity. If any test shows that the recommended limit for long-term workplace exposure is exceeded, all personnel shall immediately evacuate the confined space and the Entry Permit be withdrawn.

Burning and Welding is not permitted in a confined space during flaw detection.

Close examination of surfaces under test shall be done using only flameproof lighting. Grinding and flaw detection of a small area within a confined space are permitted provided suitable precautions (e.g. continuous atmosphere monitoring) are agreed with the Competent Person and stipulated on the Permit to Work.

On completion of flaw detection the Competent Person shall arrange for the atmosphere to be tested before authorising further work, such as welding, to proceed.

Services

Potential hazards introduced by the use of flexible hose supplies of water, compressed air, or any other gases or services shall be considered.

Compressed air shall only be supplied from an independent free standing compressor positioned to avoid the drawing in of fume.

Such services shall be introduced to the confined space at least 30 minutes prior to atmosphere tests being carried out. When pneumatic tools are being used, check that the air system is not contaminated with oil.

No gas except air shall be used as a motive force.

Documentation of Entry Permits & Permits to Work

Issue of Permits to Work

The standard Permit to Work (PTW) shall be used from a serially-numbered duplicate book.

The PTW for any work associated with a confined space entry or work required within a confined space shall only be issued by an experienced, most senior PTW Issuer associated with the plant. It is likely that this person will be at plant supervisor level and has been in charge of recent process operations. The person shall be approved by the CPI competent Persons before the process of making an entry gets underway.

The PTW Issuer is responsible for making arrangements for the necessary process, electrical, mechanical, instrument and radioactive isolations to be made. This will require the issue of a PTW which should be withdrawn on completion of this part of the work in accordance with normal practice.

No work shall commence inside the confined space until an Entry Permit has been issued and authorised by the CPI Competent Persons.

The PTW Issuer shall then issue a PTW for the necessary work to be carried out inside the confined space and shall reference the Entry Permit number on the PTW. He shall ensure that the precautions defined in Part 4 of the Entry Permit are recorded on the PTW and understood by the PTW Acceptor.

A copy of the completed and signed PTW shall be displayed at or near to the point of entry whilst work is in progress.

Issue of the Entry Permit

The CPI Competent Persons shall inspect the confined space together and review the adequacy of the preparations made for entry. After satisfying themselves on all relevant matters of this instruction, they shall complete and authorise the Entry Permit.

Work shall not commence until the necessary PTW has been issued and accepted and displayed, as close as possible to the point of entry.

If, having been issued, the Entry Permit it is not required due to a change in circumstances, the Competent Person shall be informed and the Permit cancelled.

The duplicate copies of the Entry Permit shall be retained for 12 months.

Validity of Entry Permits

Entry Permits are valid from the time of issue for the period stated on the Entry Permit or until earlier cancellation.

The maximum period of validity shall not exceed 24 hours from the time the Entry Permit is signed. Entry Permits shall only be issued for this maximum period for continuous work or when the plant is free of hazardous materials.

The atmosphere inside the confined space shall be re-analysed before an Entry Permit is reissued.

Withdrawal of Entry Permit & Permit to Work

On completion of the work, the PTW Issuer and PTW Acceptor shall check that no person is left in the equipment; inspect the confined space to ensure that there is no further need for entry; prevent unauthorised entry; withdraw the permit from the job and inform the Competent Persons; and sign off the PTW.

The Competent Persons shall both sign off the Entry Permit as complete.

The PTW Issuer shall issue a separate PTW to box up the equipment but only when the Entry Permit has been signed off.

Use of Confined Space Entry Service Providers

Introduction

CPI may use the services of an experienced service provider to assist with the safety management of confined space entries in order to achieve industry best practice standards and to comply with the appropriate Confined Space Entry Regulations.

Role of Service Provider

The service provider will not be allowed to issue an Entry Permit on behalf of CPI under any circumstances.

The main role of the service provider is to assist CPI with achieving compliance with the requirements of this guidance:

- Work with CPI process persons responsible for the overall health and safety management of the entry in order to make an assessment of job hazards and advise CPI of the appropriate practical precautions and control measures necessary.
- Document an entry risk assessment and written associated job method needed to secure a safe system of work for entry within the confined space together with the necessary precautions and suitable control measures.
- Undertake all necessary breathable and flammable atmospheres testing using suitably calibrated gas detection equipment required to secure initial entry and for ongoing monitoring after entry during the course of the work undertaken within the confined space.
- Undertake for any Class B entry situation, sufficient entries within the confined space either to undertake the necessary activities (i.e. cleaning) to secure a breathable atmosphere for others to work safely or to undertake the required range of CPI internal work whilst wearing suitable breathing apparatus and undertaking the other control measures defined by the job method.
- Provide all required safety hardware such as escape sets, breathing apparatus, safety harnesses, suitable workplace barriers (where the work involves a need to restrict access).
- Document an emergency escape plan.
- Provide a trained standby person who will be in attendance at all times during the agreed period of the entry as agreed with CPI during the planning stage.
- The standby person will have suitable communications equipment for raising the alarm in an emergency.
- Provision of emergency escape equipment and equipment required to affect a rescue.

Basic Service Provider Competency

The service provider is required to demonstrate to CPI in writing during the tender process that the organisation has sufficient knowledge and experience for managing confined space entries, that the necessary safety management systems are in place and that persons attending site are suitably trained and competent to undertake the work to meet appropriate industry standards.

The way in which the service provider is required to support and interact with CPI Process Operations Management across the various confined space entry stages is defined in the table given by Section 6.6.4 of this document.

The service provider shall comply with the CPI general requirements given by Section 8 Ref 2. In particular the service provider's attention is drawn to ensuring compliance with: Section 7 – Contractors Roll in Controlling Work: Section 8 – CPI's General Health and Safety Requirements.

Additional Service Provider Competency

In addition to the main role required of the service provider, CPI may consider that the service provider has the capability for undertaking some or all of the supporting activities associated with the overall confined space entry which are as follows:

- Provide risk assessment and job method for specialist engineering work to be undertaken within confined space (Activity 1c in Section 6.6.5 of Table 1)
- Undertake mechanical/electrical work required for isolating the confined space isolation in accordance CPI isolation proforma (Activity 2c in Section 6.6.5 Table 1)
- Undertake the CPI specialist engineering work schedule within confined space (as indicated in accordance with job method (Activity 4b in Section 6.6.5 Table 1)
- Undertake mechanical/electrical work needed to re-establish process lines, services and electrical equipment in accordance with the CPI Isolation Proforma (Activity 5b in Section 6.6.5 Table 1)

The service provider is required to demonstrate that persons undertaking this work have the necessary engineering training, experience and capability to undertake this work.

Confined Space Entry Sequence of Activities

The following sequence of activities shall be followed when preparing for a confined space entry involving an external service provider.

Table 1

Activity	Undertaken by: CPI	Undertaken by: Confined Space Entry Contractor
1	Stage: Planning	
a	Understand and develop (CPI Sustainable Processing Engineering Manager and Process Supervisor) an outline schedule of the work to be undertaken within the confined space and a higher level assessment of the safety implications.	
b	Identify persons (CPI Sustainable Processing Engineering Manager using in house resource or contractors) with the necessary experience and knowledge to undertake the required work within the confined space.	
c	Obtain (CPI Sustainable Processing Engineering Manager) a documented risk assessment and job method for the work to be undertaken within the confined space	Could be provided by the Confined Space Entry Preparation Contractor if assessed and agreed by CPI as having necessary skills and knowledge of the work.

d	<p>Convene introductory planning meeting of involved parties for a visit site, to initiate confined space entry preparations, agree on type of entry (Class A or Class B), to confirm work to be undertaken in confined space, consider interactions of work with operating plant, define work programme and safety requirements to be met.</p> <p>Persons involved are (*):</p> <ul style="list-style-type: none"> - Confined space entry PTW issuer - CPI Persons authorised to issue confined space entry permit (NIBF Operations Manager and CPI H&S Advisor) - Confined Space Entry Contractor <p>For Class B entries confirm that the Confined Space Entry Preparation Contractor will be able to enter the confined space: initially to securing a breathable atmosphere and possibly to undertake the full internal work programme.</p>	<p>Participate with CPI in the planning meeting on site and to lead on matters affecting confined space entry.</p> <p>Understand for Class B entries that the Confined Space Entry Preparation Contractor will be required to enter the confined space either to undertake sufficient activities (i.e. cleaning) to secure a breathable atmosphere for others to work safely within or to undertake the required range of internal work wearing breathing apparatus.</p>
e	Prepare entry Isolation Proforma (Plant Supervisor) and get approval from NIBF Operations Manager	
f	Arrange for contractor (in house or external) with the necessary competence to be available to undertake required isolations	Could be Confined Space Entry Preparation Contractor if agreed by CPI as having necessary skills and knowledge of the work
g		Document the confined space risk assessment and Job Method for actual entry and submit to CPI
h	Undertake formal overview (by involved persons marked (*)) for suitability of confined space risk assessment and Job Method	Participate in meeting with CPI as required
2	Stage: Preparation for Entry	
a	Process shutdown, clean and purge confined space.	
b	Convene meeting to advise on any residual process conditions hazards and to confirm that the type of entry conditions (by involved persons marked (*)) have been met and it is appropriate to proceed.	Supervisory persons involved in operating the entry should participate in meeting with CPI on site. Revise job method and risk assessment as required to meet current conditions within entry space.
c	Issue PTW (Process Supervisor as an authorised PTW Issuer) for isolation of confined space.	
d	Undertake mechanical/electrical work in accordance with Isolation Proforma. Using preferably the in house maintenance service provider or alternatively suitably experienced plant process operators who have the required training and mechanical skills	But could be Confined Space Entry Preparation Contractor if agreed by CPI.
e	Close off PTW in accordance with normal PTW procedures	

f		Set up safety management systems, hardware, emergency rescue equipment, breathing apparatus and atmosphere test equipment needed for safe entry in accordance with the requirements in the written job method. Provide documentary confirmation of competence and training for named site operatives involved in the entry
3	Stage: Issue Documentation	
a		Trained person undertake air tests as required to be taken immediately prior to entry. Provide evidence of equipment test calibrations and atmosphere test readings in the confined space
b	<p>Convene meeting to enable the issue of the required Entry Permit as approved by CPI Authorised persons.</p> <p>Persons involved are (*):</p> <ul style="list-style-type: none"> - Confined space entry PTW issuer - CPI Persons authorised to issue confined space entry permit (NIBF Operations Manager and CPI H&S Advisor) - Confined Space Entry Contractor <p>(Note: Entry Permit will only be valid for 12 hours max)</p>	Participate in the meeting with CPI on site. Provide confirmation and evidence to CPI authorised persons for entry that conditions required by the entry job method and entry risk assessment have been met.
c	Issue PTW (Supervisor as authorised PTW Issuer) for work to be undertaken within confined space (as defined by job method and risk assessment) in conjunction with the entry permit	
d	Further permits in support of main PTW may be required such as Hot Work Permit	
4	Stage: Undertake work within entry space	
a		For Class B entries, the Confined Space Entry Preparation Contractor will enter the confined space to undertake sufficient activities (i.e. cleaning) needed to secure a breathable atmosphere for others to work safety within.
b	Undertake work schedule in accordance with job method	Could be Confined Space Entry Preparation Contractor if agreed by CPI has having sufficient competence to undertake this work
c	Entry permit will be cancelled at end of each working day. Main PTW remains in place for stated duration of up to 7 days	
d	<p>Assess any changes in entry conditions and issue new entry permit.</p> <p>Persons involved are (*):</p> <ul style="list-style-type: none"> - Confined space entry PTW issuer - CPI Persons authorised to issue confined space entry permit (NIBF Operations Manager and CPI H&S Advisor) - Confined Space Entry Contractor 	Trained person to undertake air tests as required to be taken immediately prior to entry. Provide evidence of equipment test calibrations and atmosphere readings

e	Close off PTW in accordance with normal PTW procedures at the end of internal work	
5	Stage: Re-establish Confined Space	
a	Issue PTW (Supervisor as authorised PTW Issuer) for reconnection of isolations	
b	Undertake mechanical/electrical work needed to re-establish process lines, services and electrical in accordance with Isolation Proforma	Could be Confined Space Entry Preparation Contractor if agreed by CPI
c	Close off PTW in accordance with normal PTW procedures at end of work and final check around	

Specific Legal Requirements

- Health and Safety at Work etc. Act 1974
- Management of Health and Safety at Work Regulations 1998
- Safe work in confined spaces. Confined Spaces Regulations 1997. Approved Code of Practice, Regulations and Guidance L101

References

Ref	Document
1	Wilton Centre Permit To Work - WC/GEN/5028
2	CPI Guidance Note: Health and Safety Guidance for Management of Contractors (Version 2 - 30th November 2011)

Documentation

Ref	Document
1	CPI Confined Space Entry Permit
2	Wilton Centre Permit to Work Form

APPENDIX 2

TITLE: CPI GUIDANCE NOTE: HEALTH AND SAFETY GUIDANCE FOR MANAGEMENT OF CONTRACTORS
AUTHOR: D J CURTIS, CPI HEALTH & SAFETY ADVISOR
ISSUE DATE: 30TH NOVEMBER 2011 REV 2: DJC

Purpose

The objectives of this document are to ensure that all smaller project work undertaken by Contractor and Sub-contractors at CPI premises is undertaken safely in accordance with the CPI Health and Safety (H&S) standards and in compliance with H&S legislation.

It is intended that this document should form part of the documentation provided by CPI to prospective Contractors during the Tender process and issued by CPI to the Contractor as part of the agreed contractual requirements.

Scope

The minimum health and safety standards to be achieved by Contractors involved in CDM scale projects in order to comply with CPI policy are normally detailed in the contractual terms.

For smaller projects and where the work is not unduly complex, the health and safety standards are defined by the information given in this guidance note.

This manual describes the main H&S situations which may occur on CPI premises but it is not intended as a complete safety checklist or risk assessment.

Issues such as insurance for the work undertaken, employer's employee and third party liability insurance and general terms and conditions are not addressed here. Reference to other CPI contractual documentation should be made concerning these matters.

Definitions

Contractor - A person or company, not on the CPI payroll, who by virtue of a contract between that person or company and CPI, whether verbal or in writing, carries out work for or provides services to CPI on CPI premises.

Sub-Contractor - A person or company who enters into a Contract with the Contractor to carry out work for or provide services to that Contractor.

Contractor Work Supervisor – Person nominated by the contracting organisation to be in charge of the work on the CPI site.

CPI Person Responsible for Supervising the Work (referred to from hereon in as **CPI Responsible Person** – also referred to as the **Work Controller** in Wilton Centre instructions) is a CPI employee nominated by CPI management to be responsible for ensuring that the work of the Contractor is carried out safely and to appropriate standards.

Meanings of:

- The words '**shall**' and '**will**' are used to mean that it is a legal or company requirement that the action specified is carried out.
- The words '**may**' and '**should**' are used to mean that the actions specified shall be considered on each relevant occasion, but that professional judgement shall be exercised as to whether or not that the action is appropriate in that instance.

Applicable Procedures

The Contractor and his employees must operate in a safe manner at all times and conform to all safety regulations laid down by CPI and in accordance with local conditions.

Different procedures apply to CPI's Wilton and PETEC sites but the documents are based on similar H&S principles. At the Wilton Centre site these are generally referred to as Wilton Centre Facilities Management (WCFM) procedures which have been formally adopted by CPI.

The control of work undertaken by Contractors must therefore comply with the relevant procedures for the site given in either [Appendix W1](#) (for Wilton Centre Site) or [Appendix W2](#) (for PETEC site). All procedures are mandatory.

In all matters of health and safety interpretation, the decision of CPI's Health and Safety Advisor shall be final and binding on all Contractors and Subcontractors.

In addition the Contractor will comply (as applicable) with the local work area conditions where these have been defined and communicated by the CPI Responsible Person:

- Plant Area standing instructions
- Laboratory safety instructions (as defined by the laboratory manual or equivalent)
- As defined in writing by the CPI Responsible Person where the work area is new and local work area procedures have not yet been defined.

The procedures referred to are held on WCFM or CPI internal electric systems which are not normally accessible by Contractors.

The CPI Responsible Person should ensure that appropriate up to date hard copies of relevant procedures are made available where required during the tendering process. In the case of Wilton procedures it may be possible with the approval of WCFM to give the contractor temporary access password to the WCFM instructions database.

CPI's Role in Controlling Work

This section covers the duties and responsibilities of the CPI Responsible Person and the safe control of work in the Work Area.

Role of CPI Responsible Person

CPI management is required to appoint a person known as the CPI Responsible Person and responsible for overseeing the Contractors work. The appointment of the CPI Responsible Person shall be a 'formal appointment' by CPI management rather than an assumption that this role will be covered by default. This person will be the first line contact with the Contractor on matters of H&S, ways of working and standards of work to meet the contractual requirements.

Before the start of any job work activity where change is concerned, a pre-job brief should be conducted to allow everyone involved to become aware of the potential hazards and to fully consider what the task involves. The extent of this will depend on the complexity of the task and the hazards involved. This dialogue will continue throughout the job ahead of each specific stage or activity.

As a minimum this will address the following:

- Transfer of Responsibility (TOR) and limitations imposed (where applicable),
- Scope of the work and individual tasks,
- Individual roles & responsibilities,
- Meetings and Communications,
- Standard working times and the need for extended working
- Work area safety precautions to be observed,
- The safe storage of materials and chemicals,
- Job Methods for specific higher risk activities,
- Problems (real or potential).

The following key questions can be used to encourage discussion:

- Have we done this job before? (If so when and do we know all the task and hazards?)
- Have we encountered problems in the past?
- What are the critical steps?
- What will be the effect on other persons, facilities and equipment?
- What mistakes might be made & who do we contact if something goes wrong? What's the worst thing that could happen?
- What kinds of control measures are required?

Monitoring of Work

During the contract, the CPI Responsible Person will keep a check on site of:

- Whether or not the work is following the agreed work methods;
- Whether all staff, contractors or sub-contractors, appear to be working safely and as agreed, and for example the necessary personal protective equipment is being used;
- Whether new workers on the site who need information to maintain their safety have received an appropriate induction.

During the contract the CPI Responsible Person (with assistance from the H&S Advisor if necessary) shall also undertake spot checks on site of:

- General condition of work equipment, evidence of routine inspection and testing and on request the Contractors/Sub-Contractors records of equipment inspections/tests.
- Confirmation of training on particular tools, plant (MEWP's, FLT's) or equipment as given by the Contractors training records.

No work must be undertaken on site by the Contractor unless the CPI Responsible Person or their nominated deputy is present on site

Transfer of Responsibility

This section applies to work activities undertaken at CPI's Wilton Site and defines for the CPI Responsible Person how a work area should be handed over to CPI via a TOR arrangement from the Wilton Centre Facilities Management. Not all work involving Contractors involves a TOR which mostly applies to Laboratory and Office modifications and refurbishments.

The significance of this for Contractors is that the TOR will impose certain restrictions on the type of work activities that can be undertaken. It will also set boundaries to the work area and the services within that area.

The process by which a TOR is issued follows this sequence:

- CPI will be issued with a 'consent' informing us that we can modify an area.
- WCFM will raise a 'Building Modification' and notify affected parties
- WCFM will raise a TOR and issue it to CPI
- The TOR will define the limits of the work area and limitations of activities that may be undertaken.

The Contractor and CPI should be aware that at Wilton, WCFM reserve the right to visit any area defined by a TOR on a daily basis.

Contractors Role in Controlling Work

This section covers the duties and responsibilities of the Contractor Person Responsible for undertaking the work.

Contractors Duties

It is the duty of the Contractor to have knowledge of any relevant Health and Safety legislation and to take account of it in the planning and execution of the work. However, should the contractor be unsure of the content of this legislation, current approved Codes of Practice, HSE Guidance Notes or of Safe Working Methods, he/she has a further duty to discuss this with the CPI Responsible Person. Where necessary the involvement of the CPI H&S Advisor should be sought.

The Contractors operations shall be carried out in a safe manner in accordance with legislation, this document and their established safety policy and arrangements.

The Contractor shall comply with the relevant site CPI procedures.

The Contractor has a duty to co-operate with CPI on all matters of health, safety and welfare. Should on any occasion, his attention be drawn to unsafe practices, prompt and effective action shall be taken to remedy this matter.

The Contractor shall ensure his sub-contractors are fully aware of and briefed on the requirements of this document and are able to comply with them.

The Contractor or Subcontractor Work Supervisor should be advised that failure to correct unsatisfactory conditions may lead to work stoppage or termination of the contract within the defined terms.

The Contractor and Subcontractor Work Supervisor shall ensure that sufficient time is scheduled into the work plan ahead of the work commencing or during the work plan to enable the following basic H&S requirements for the work to be undertaken fully in accordance with this guidance:

- For all personnel to attend the required site induction training sessions;
- To provide the required documentation to CPI in advance in confirmation of worker training and competency;
- To request, to brief and to arrange with the PTW Issuer and others for a PTW and associated documentation to be issued;
- To report any incidents and to participate with CPI in the formal investigation inquiry for any more significant incidents;
- To participate with the CPI Responsible Person on matters affecting the job concerning H&S and the Environment
- For reasonable unscheduled outages likely to occur from time to time associated with the need to comply with Wilton Centre and Wilton International site emergencies. i.e. Toxic or Fire Alarm test / emergencies which may interrupt traffic access via the Wilton International Site.

Supervision, Training, Competence

The Contractor and his Subcontractors for the work must be adequately supervised. CPI expects that the Contractor will provide during the work:

- Adequate supervision in the form of a Contractor Work Supervisor who will always be present on site during the course of the works to supervise and direct all operations including those of Sub-Contractors (*).
- The Contractor Work Supervisor will be an employee nominated by the Contractor organisation, who is of sufficient seniority and has suitable experience and training. This person will be a named person and approved by CPI.
- The Contractor Work Supervisor will be required and able to receive and act promptly (on behalf of the contractor) upon all instructions issued by CPI or any other CPI person authorised to give instructions on Health and Safety matters.
- That the site workforce is provided with suitable and sufficient information, instruction and protective equipment to enable them to carry out their work safely.

Note (*): Provided CPI has given notice of this and the contractor has had an opportunity to improve, CPI may back charge the Contractor for any unreasonable supervisory work that it has to undertake to supervise Sub-Contractors on site or to communicate the health and safety standards that are defined in this manual as being those responsibilities of the Contractor.

Any person who undertakes work for CPI must be considered to be competent. Competency will be determined on the grounds of training, experience and qualifications:

- Any Contractor employee who is considered not to meet the required standard(s) will not be allowed to work on CPI premises;
- The Contractor's Work Supervisor shall ensure the competence of all contractors and sub Contractors employees;
- Proof of competence may be requested at any time.

Sub-Contractors

Problems can arise when Sub-Contractors are used to undertake the work unless good communications and working arrangements exist between the Contractor, Sub-Contractors and CPI.

CPI expects that the Contractor will ensure in advance of the work commencing that Sub-Contractors employees:

- Are competent and follow the principles laid out in this manual. The expectation is that the staff assigned to work on the project are experienced, fully trained and that it is not, for instance, the Contractor who holds the necessary qualification while the persons working on site do not;
- Are suitably prepared to work safely whilst on the CPI site so they will know the health and safety regulations relating the type of type of work being undertaken;
- Have attended the required site inductions;
- That information needed to maintain health and safety is passed on to all staff whether working as the Contractor or a Sub-Contractor.

Any individual considered not to be competent or found to be in contravention of the site safety rules or violating H&S regulations will be dismissed from site.

General Conduct

The Contractor and his Subcontractors must conduct their work in such a way that it does not place employees or other persons or property at risk. In general:

- All practicable steps are taken to prevent injury to any persons: for example from falling objects, excavation, stacking of materials and movement of vehicles.
- The work area including plant and materials should be checked and left safe at the end of each working day and obstructions shall be clearly marked at all times:
- Welding, grinding or cutting away operations will not be carried out in or near any areas without permission and a hot work permit to work must be obtained. The contractor will supply and install curtains and shields for protection and have appropriate personal protective equipment and a fire extinguisher on standby.
- The use of radio's in work areas on site is not permitted;
- Work areas creating dust are to be screened off to prevent potential health hazards and contamination.

Induction Training

The Contractor and his Subcontractors must arrange for persons working on the Wilton Centre site to obtain the necessary personal and vehicle security passes. They must also attend H&S induction training.

Access to the Wilton Centre site will be via the Wilton International Site. Persons and their vehicles must have valid ID's and vehicle passes to gain access via the Wilton International Site gatehouses.

The Contractor or Sub-Contractor shall inform the CPI Responsible Person of the names of persons requiring authorisation to access the Wilton site giving 24 hours notice where possible. The CPI Responsible Person will advise the Wilton International Visitors Centre by E-mail.

It is the Contractors responsibility to either pick up visitors or arrange to meet them at the Visitors Centre.

For Wilton, the [WCFM instruction](#) provides full details of what to do. The CPI Responsible Person will advise on the local arrangements.

The Contractor is responsible for arranging in advance the necessary bookings for the induction training.

The induction training standards that CPI expects to be followed are:

- Wilton International Site Induction – Attend the Wilton International Site Induction Centre.
- Wilton Centre Induction – only periodically
- CPI workplace induction – Provided by the CPI Responsible Person

For the PETEC site, the induction and site security arrangements including passes are undertaken and communicated by the Facilities Management Site Manager.

Reporting of Injuries and Incidents

The Contractor shall ensure that he/she and his employees are aware of the arrangements for dealing with emergencies and first aid on site so that prompt action can be taken.

The Contractor shall report to the CPI Responsible Person promptly on an Incident Report Form all injuries and incidents to Contractor and Subcontractor employees that may occur whilst working on the CPI site:

- Initially by phone, E-mail or verbally as soon as possible following the incident and at the next opportunity in the event of a more serious injury or incident.
- This shall be followed up within 1 week of the incident with a copy of the Contractors Incident Report form.

CPI may require the Contractor Management together with involved persons to actively participate together with CPI in a formal investigation. CPI will inform the Contractor where a formal investigation is required. This will normally be for more serious incidents or injuries where the reported circumstances of the incident are unclear or where additional information is required to clarify or establish the incident root cause.

Permits to Work

All work activities undertaken by the Contractor will require the issue of a basic Permit to Work (PTW) before the work can start. The scope of the PTW will define the range of activities that may be undertaken. This may be for a single activity or a blanket cover for a number of work activities.

The CPI Responsible Person will advise the Contractor on who is authorised to issue the PTW. This person will be an Authorised CPI person or for the Wilton Site a WCFM person.

In some cases, the issue of a PTW alone will be sufficient to cover the risk. However in most cases where the work is more complicated and/or is potentially hazardous or high risk will require the Contractor and Subcontractor to prepare written risk assessments and job method statements.

Documentation shall be relevant to the work task, dated and signed by the Contractors representative. The method statement and risk assessment shall be submitted to the CPI Responsible Person in advance of the planned work start date. Failure to do so sufficiently far in advance may delay the start of work.

The full details of the working of the PTW system can be found for the site given in [Appendix W1](#) (for Wilton Centre Site) or [Appendix W2](#) (for PETEC site) which are mandatory.

In summary, the main points for Acceptance of a PTW by the Contractors representative are:

- The Contractor's representative together with the Issuer will visit the work area to discuss the various job requirements for issuing the PTW;
- The PTW Issuer will brief the Contractor on any residual hazards present in the work area;
- The Contractor will brief the PTW Issuer on any hazards or safety implications brought to the work area by the nature of the work activities;
- Identify and record any additional control measures required;
- The Contractor's representative will accept the PTW by signature and also enter the persons working under the PTW on the back of the form;
- The PTW is valid only for the stated duration but can be extended by signature of the Issuer;
- Only carry out work which is specifically listed on the PTW. Any additional work or changes will need to be agreed with the PTW Issuer and CPI.
- At the end of the work, the Contractor's representative signs off the PTW form in confirmation that the work is complete (or that further work is needed for completion);

The Contractors representative will be required to return to site at their own expense to sign off any incomplete PTW's.

The Contractor should be aware that the following additional documents might be required to support a basic PTW:

- Hot Work Permit (issued only by WCFM at the Wilton Centre Site or FM Site Manager at the PETEC site)
- Confined Space Entry Permit
- Excavation and Break-In Work
- Disable Fire Alarm

To avoid delay, these permits need to be organised in advance and additional time needs to be allowed where electrical isolations to be made by others on site are required.

The CPI Responsible Person will provide advice on how and where to obtain these permits.

CPI's General H&S Requirements

The following guidelines apply are in addition to those given in Section 7.

Use of Tools, Plant and Equipment

The Contractors tools, plant and equipment shall comply with the Provision and Use of Work Equipment Regulations 1998. In particular, all Contractors shall ensure that tools, plant and equipment are:

- In a safe condition for use and comply with guarding or other requirements;
- Regularly and adequately maintained, and where necessary, or required by legislation, subject to periodic tests or inspections;
- Used only for the purpose for which they were designed by adequately trained people;
- Not left unattended so that they can be used by any unauthorised person;
- Cartridge Tools – can only be used after the Contractor has first submitted a written Method Statement and approval given by the CPI Responsible Person in consultation with CPI H&S Advisor.

PPE

The Contractor shall provide adequate personal protective equipment (PPE) to UK standards for all his employees and ensure that his Sub-Contractors employees also wear the necessary PPE whilst working on site.

The Contractor is expected to ensure that all PPE is worn by all his personnel on site.

The Contractor and Sub-Contractors must comply specifically with the following requirements as regards PPE:

- CPI site rules and Wilton Centre Site Rules as communicated during induction;
- Requirements as documented in the job method as prepared by the Contractor/Subcontractor for the work task being undertaken;
- Requirements as documented by the Permit to Work as issued by CPI for projects where there has been a 'Transfer of Responsibility' for the work area from WCFM to CPI or by WCFM otherwise.

All Contractors and Sub-Contractors must comply in general with the requirements of the following Regulations:

- Personal Protective Equipment at Work, Working at Height, COSHH, Noise at Work, Control of Lead at Work, Control of Asbestos at Work, and the Ionising Radiation Regulations, ensuring that suitable and appropriate personal protective equipment is provided, maintained, and properly used by employees and sub-contractors.
- Comply with the requirements of the Construction (Head Protection) Regulations; ensuring that safety helmets are worn by employees and sub-contractors whenever there is a foreseeable risk of head injury (except from falling).

Manual Handling & Lifting Operations

Where possible mechanical lifting equipment shall be used for objects over 25 kgs or where a risk assessment has identified an unacceptable risk of injury. All work must conform to the Manual Handling Regulations and the relevant risk assessments.

Where mechanical means of handling and lifting materials are likely to be required, all such equipment used and operated must conform to the requirements of LOLER and PUWER 1998.

All lifting equipment should be formally inspected for fault or damage as per current legislation.

Working at Height

All contractors are required to comply fully with the Working at Height Regulations 2005.

The Contractor must comply with the CPI local working procedures for the site given in [Appendix W1](#) (for Wilton Centre Site) or [Appendix W2](#) (for PETEC site) which are mandatory.

The Contractor shall consult with the CPI Responsible Person on the proposed working at height arrangements and agree:

- A safe system of work and method of access.
- All necessary precautions to be taken to safeguard people from the dangers of overhead working, particularly from falling objects;
- The provision of barriers and warning signs around the work area (conforming to the Safety Signs Regulations 1996)

The Contractors attention is drawn to the following summary of main points:

- A ScaffoldTag system operates on site for approval of scaffolding prior to use. The Contractor must ensure that any scaffolds erected are checked by competent persons and ScaffoldTags provided and maintained as up to date by routine inspection.
- The use of safe work platforms with edge protection would be the normal standard for working at height. All platforms must be constructed by competent persons in accordance with the relevant HSE Guidance Notes.
- Podium steps, pulpit steps etc can be used where appropriate.
- Mobile elevated working platforms (MEWP's) must be operated by authorised competent people trained to a suitable standard for the particular MEWP used, in compliance with HSE Guidance Notes, the manufacturers instructions, and the Provision and Use of Work equipment Regulations 1998;
- Where Mobile Elevating Work Boom Platforms (Cherry Pickers) are used then operatives must wear a safety harness with a 1 metre restraint lanyard attached to the approved anchorage in the basket.
- Where a risk assessment requires additional safeguards, use of a fixed scaffold would be the preferred choice. Scaffolding shall only be erected or dismantled by suitably trained, qualified and competent scaffolders.
- Ladders, step ladders and trestles shall be used in accordance with the relevant HSE Guidance Notes. These shall be of sound construction, and well maintained with an inspection record on site.
- CPI regards the use of Step-ladders, including movable "Lenson" type platforms as only suitable for short duration, light work.
- A register shall be maintained on site by the Company responsible, recording the results of statutory weekly inspection of work platforms, scaffold, towers, cradles etc;
- Crawling boards or roof ladders must be used on all fragile or potentially dangerous roofs and secured to prevent slipping. Guard rails, safety harnesses and safety nets must be used where necessary in compliance with the relevant HSE Guidance notes on Roof Work. Materials and equipment shall be correctly stacked or secured on the roof without causing stress or damage by overloading.

Transport & Driving

Contractors and Sub-Contractors personnel must:

- Comply with all speed limits on site.
- Be aware that all aspects of the Highway Code apply.
- Not bring vehicles onto CPI premises unless they are roadworthy and conform to present legal requirements.
- Ensure vehicles required to travel on public access roads comply with the standards detailed in the Road Traffic Act.
- Ensure that only authorised and competent personnel are allowed to drive vehicles.
- Ensure loads are within safe weight limit of vehicle and should not project beyond the vehicle body in such a manner as to present a hazard to other vehicles, pedestrians or adjacent structures.

Alcohol and Drugs

All Contractors and Sub-contractors must operate and enforce a 'dry site' rule - employees and sub contractors under your control shall be excluded from CPI premises if under, or suspected to be under, the influence of alcohol or drugs.

Working with Electricity

The Contractor must comply with the CPI local working procedures for the site given in [Appendix W1](#) (for Wilton Centre Site) or [Appendix W2](#) (for PETEC site) which are mandatory.

Requirements are defined by:

In addition, all Contractors and Subcontractors:

- Must be competent (received formal electrical training) if installing or working on electrical equipment;
- Must ensure all work is carried out under a PTW issued by CPI;
- Must use local 'lock off' procedures in conjunction with PTW's by CPI.
- Treat all electrical equipment as 'live' unless isolated and clearly marked 'safe to work on' ;
- Obtain the consent of the CPI 'Person in Charge' before making any electrical connections;

- Comply with the requirements of the Electricity at Work Regulations, the I.E.E. Wiring Regulations (current edition) and the supply authority, when installing or using electricity on CPI premises. In particular, all contractors shall take all necessary precautions to avoid accidental contact with live conductors etc., when working on or in the vicinity of electrical equipment;
- Provide and use only 110 Volt portable tools, plant and lighting, when carrying out any construction work in compliance with the relevant HSE Guidance Notes on the use of electricity on construction sites. Use of higher voltage must be agreed with CPI.
- Provide suitable step-down isolation transformers where necessary;
- Ensure all electrical equipment being used is periodically inspected, tested and inspection tags displayed. CPI may ask for evidence of inspection at any time.
- Ensure defective equipment is taken out of service.
- Provide safety designed portable electric lamps, when required;
- Avoid trailing leads whenever possible, and take the necessary precautions, if it is essential, to trail cables across gangways, roadways etc.
- Use Residual Current Devices (RCD) where appropriate.

Environment

All Contractors and Sub contractors shall:

- Effectively control any dust, gases, fumes or any substances or activities which may be harmful to the health of anyone on or near CPI premises as required by the Control of Substances Hazardous to Health Regulations.
- Properly dispose of waste generated on CPI premises during the work as required by the 'Waste (England & Wales) Regulations 2011.
- Ensure waste is only transferred from site in a safe manner, by a registered waste carrier, licensed contractor or waste collection Authority, with the necessary written description of the waste being transferred. Copies of waste transfer notes shall be provided upon request.
- Keep noise and nuisance to a minimum at all times, and advise the CPI Responsible Person if excessive noise levels from the work are likely.
- Comply with the Control of Noise at Work Regulations 2005, and upon request provide copies of noise assessments undertaken. Give due regard to any written advice on permissible noise levels and times for noisy work operations and other restrictions which may be imposed by CPI, ensuring at all times that noise levels produced from plant or machinery are as low as is reasonably practicable.
- Obey all warning signs and cease working if asbestos is suspected or encountered, until CPI gives authority to proceed.
- Obtain the necessary Hot Work Permit via the CPI Responsible Person before commencing any 'hot works' involving the use of flame or heat, including welding (gas and electric), brazing, soldering, hot bitumen works, paint stripping, etc.
- Also have knowledge of and fully comply with the joint Code of Practice on the protection from fire of construction sites and buildings undergoing renovation 'Fire Prevention on Construction Sites' (by the Building Employers Confederation Loss Prevention Council and National Contractors Group.)
- Ensure the workplace is kept clean and tidy. Care shall be taken to stack / store materials and plant in an orderly manner in designated areas. Where possible materials should be distributed on a day to day basis.
- Doors, passageways, steps, fire exits or fire fighting equipment are not blocked in any way. All waste materials shall be cleared away safely and effectively to reduce accidents and fire risks.
- Flammable liquids or compressed gases must not be kept within buildings, except in such quantities as may reasonably be required for the day's work.
- Sufficient and adequately maintained fire extinguishers for the area and type of work being undertaken shall be provided by the Contractor according to the circumstances.

Please note: The above does not apply to controlled special wastes such as asbestos, waste dangerous to life (including medicines) or having a flash point at or below 21 degrees C. These must be disposed of as prescribed in the Hazardous Waste Regulations 2005 as amended by the Hazardous Waste (England and Wales) Regulations 2009.

COSHH

The Contractor is required to comply with the COSHH Regulations for all hazardous substances on site by:

- Providing documented and approved COSHH assessments supported by up to date Material Safety Data Sheets
- Ensuring that all materials are properly contained, labelled and protected from spillage.

- Making provision for suitable storage arrangements.
- Ensuring requirements such as PPE arising from COSHH assessments are defined in Work Method statements.
- Complying with the requirements of the COSHH assessments.
- Where necessary, providing ventilation measures via the use of fresh air and/or forced extraction systems.
- Where necessary undertaking atmospheric monitoring to limit exposure.

Asbestos

Asbestos containing materials are known to exist throughout the Wilton Centre site. Here, the WCFM Asbestos management plan must be consulted in advance to ascertain if any Asbestos containing materials are present within the work area.

The CPI Responsible Person is responsible for advising the Contractor where the work area is known to contain asbestos.

At the PETEC site there is no asbestos containing materials present in the construction of the building.

When Contractors are required to work with or remove asbestos based material, the Contractors must be licensed and must comply with the requirements of the Control of Asbestos at Work Regulations.

For some lower risk work activities, WCFM has defined work procedures which shall be agreed and followed by the Contractor to ensure a safe system of working is in place.

If however during the construction phase, a substance suspected of being asbestos is discovered. All work should stop, the area should be sealed off and a suitable asbestos survey conducted to ascertain further actions needed.

Dealing with spillages of bodily fluids

The Contractor must clean up any spillages of blood following injury to his personnel.

Small amounts of blood arising from surface contact following minor injury should be cleaned up as follows:

- Do not allow the blood to dry;
- Gloves and eye protection should be worn;
- Wear a protective apron if necessary to ensure clothing remains uncontaminated;
- Contamination should be wiped up with paper towels soaked in freshly prepared hypochlorite solution (household bleach);
- Wipe the area with detergent and allow to dry off;
- Dispose of towels and gloves in the chemical waste;
- Wash hands after clearing up.

Site Cleanliness

The Contractor ensure that during the execution of the work on site, the surrounding areas are maintained in an orderly and tidy condition and that loose material of any kind is not left in access ways or adjacent to working areas.

Excavations and Openings

The Contractor is required to consult with CPI Responsible Person for the Work to obtain plans and request information on the locations of drains, cables, water and gas mains, etc., before beginning any breaking through or excavation work;

The Contractor is required to provide:

- Effectively barrier/cover openings created during the work in roofs, floors, walls or other areas to prevent injury or persons from falling;
- Ensure adequate guarding of all excavations, with suitable signs and flashing beacons during the hours of darkness where adjacent to roadways;
- Use safe excavation methods in compliance with HSE Guidance Note HS(G)47 "Avoiding Danger from Underground Services".

Access, Signs and Barriers

When ever the Contractor is carrying out any work connected with or in proximity to site roads and footpaths, he shall ensure that adequate precautions are taken to ensure the safe passage of persons or vehicles. An approved advance warning notice, barriers, signs etc shall be provided.

The Contractor shall provide sufficient temporary barriers, guard rails etc and signs as may be necessary for internal work locations to warn and protect other residents from the dangers of the work whilst in progress.

The use of tape barriers to protect certain work areas is not allowed. This includes work involving excavations more than 1 metre deep and removal of floor plates where there is a risk of injury from falling.

The Contractor shall provide suitable barriers to protect other persons involved in the work or other persons on site when there is a risk from overhead work and falling objects. This includes restricting access where MEWP's are in operation. The provision of barriers would be the first choice and backed up where necessary by a banksman. The use of a banksman without provision of suitable barriers would not normally be acceptable.

Appendix W1 – Applicable Wilton Centre Site Procedures

The following is a listing of instructions and procedures for the Wilton Centre site which have been referenced to the relevant sections in this document. These are mandatory.

Relating to Section 5

Requirements for control of work undertaken by Contractors are given in:

- WCFM instruction: 'Control of Work & Safe Management of Contractors' – WC/GEN/5019

Relating to Section 7.5

Requirements for H&S induction are given in:

- WCFM instruction: 'Access and Induction to Wilton Centre Area' – WC/LCP/5013

Relating to Section 7.7

Requirements for Permits to Work are given in:

- WCFM Instruction: 'Wilton Centre Permit to Work' – WC/GEN/5028

The following instructions are referred to in the above:

'Hot Work Permits' – WC/GEN/5030

- Safe Working at Heights – WC/GEN/5034
- Excavation and Break in - WC/GEN/5024
- Chemical Risk Assessment at Wilton Centre - WC/LCP/1022

Relating to Section 8.4

Requirements for working at height are defined by:

- WCFM Instruction: 'Safe Working at Height' – WC/GEN/5034

Relating to Section 8.7

Requirements for electrical safety are defined by:

- WCFM instruction: 'Safe Electrical Working' WC/ELE/3004
- WCFM instruction: 'Labelling, Documentation & Testing of New Electrical Installations' WC/ELE/3001
- WCFM instruction: 'Work on Electrical Equipment' WC/ELE/3005

Appendix W2 – Applicable PETEC Site Procedures

The following is a listing of instructions and procedures for the PETEC site which have been referenced to the relevant sections in this document. These are mandatory.

Relating to Section 5

The control of work undertaken by Contractors must comply with the following procedures which are mandatory:

- PETEC Site Instruction: 'Control of Work' PETeC-SHEC-SMG-0066B

Relating to Section 7.5

Arrangements for H&S induction are given in:

- PETEC site instruction: 'PETEC Site induction' PETeC-SHEC-SMG-0112B

Relating to Section 7.7

Requirements for Permits to Work are given in:

- PETEC Site Instruction: 'PETEC Permit to Work System' – PETeC-SHEC-SMG-0003C

The following instructions are referred to in the above:

- PETEC Site Instruction: 'Lock out –Tag out (LOTO) Arrangements' – PETeC-SHEC-SMG-0048A
- PETEC Site Instruction: 'Hot Work Permit' – PETeC-SHEC-SMG-0004B
- PETEC Site Instruction: 'Control of Excavations and Break Ins' - PETeC-SHEC-SMG-0051A

Relating to Section 8.4

Requirements for working at height are defined by:

- PETEC Site Instruction – 'Working at Height' - Petec-SHEC-SMG-0045B

Relating to Section 8.7

Requirements for electrical safety are defined by:

- PETEC Instruction: 'Safe Electrical Working' PETEC-SHEC-SMG-0044B;