



British
High Commission
Nairobi

REQUEST FOR QUOTE

NBO/013/2018: FABRICATE AND INSTALL 16 NOS ONE (1) HOUR FIRE RATED KEEP AREA WITH ACCESS DOOR

Dear Service Provider,

1. On behalf of the Foreign and Commonwealth Office (FCO) as represented by British High Commission - Nairobi, I am requesting a quote from you for the **FABRICATION AND INSTALLATION OF 16 NOS, ONE (1) HOUR FIRE RATED KEEP WITH ACCESS DOOR** at Lockwood Apartment. Further details on the requirement are set out in the attached Statement of Requirements.
2. Please include in your reply a nominated point of contact with telephone, e-mail and postal address details.
3. Your quote should remain valid for [90] days from the required date of receipt and all costs should be of inclusive all costs.
4. Your quote must be received on or before **15:00 hours on 27th August 2018 (Kenyan Time)**. If you will have any problems meeting this deadline but wish to submit a proposal, please inform the Authority via the email address below as soon as possible. Last minute request of an extension may be deemed as inappropriate

NB: Please provide a detailed quotation – outlining the total cost

5. Responses to all of the questions below should be submitted via email to nairobiquotations@fco.gov.uk.

Please use the contract ref **NBO/013/2018** in the email subject header.

6. Should you wish to provide an alternative solution that meets our requirements, you are free to do so; **however** you must also submit the attached standard proposals as well.
7. Should your quote be accepted, this request, the statement of requirements and your response will form the basis of a contract between you and the FCO under the terms and conditions.
8. This Request for quote does not imply any commitment on the part of the FCO.
9. The FCO will not be liable for any expenses you incur as part of this process.

We look forward to receiving your proposal.



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NBO/013/2018: Fabricate and Install 16 Nos One (1) Hour Fire Rated Keep Area with Access Door

TERMS OF REFERENCE/ SCOPE OF WORK/SPECIFICATIONS

SUPPLY AND FIX 16 NO FIRE RATED KEEP DOOR AT LOCKWOOD APPARTMENT					
Item	Description	Qty	Unit	Unit price	Total
	DEMOLITIONS:				
A	Carefully remove existing steel sliding panel door size 1220mm wide x 2500mm high complete with sliding tracks and making good disturbed works	1*16	ITEM		
	NEW WORKS:				
B	Supply and fix keep door complete with frame and comprising mild steel framing faced with 2mm thick mild steel on both sides and 12mm thick gypsum board infill to provide one hour fire protection overall door size 1020 x 2500mm high complete with spyhole and all requisite ironmongery	1*16	NO		
C	Supply and fix gypsum board on and including timber brandering (On back of display unit on corridor)	7*16	SQM		
D	Skimming and painting of boards	7*16	SQM		
E	Supply and fix timber skirting	2*16	LM		
F	Allow for sanding to affected floors and varnishing in 2 pack Clear varnish	1*16	ITEM		
G	Allow for painting to affected walls	1*16	ITEM		
		Subtotal			
		VAT			
		Total Cost			



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PREMISES

- The location and premises at which the Service Provider will be required to provide its services is:
Lockwood Apartment located in Kileleshwa, Nairobi

SECURITY AND ACCESS

- All Contractors working within the grounds of any BHC property shall observe the Security Regulations that are in place and wear and display at all times any security pass that may be issued.
- All staff will be required to undergo a security check by the security team of the Authority before commencing work within the grounds of BHC property. Under no circumstance will un-cleared staff be permitted to conduct work on site.
- All Contractor staff shall also be subject to personal security check both upon entering and leaving any BHC property.
- You should provide details of any vehicle that would require access to BHC property to off-load materials or equipment. Any vehicle entering the grounds must observe the speed limit – 15KM per hour.
- Access to the BHC is only permitted upon prior approval of at least 24 hours' notice. The Contractor must confine his staff to the areas of working only.

SITE TIDINESS

- It shall be the responsibility of the Service Provider to ensure that the areas of working are kept in good order and that any arisings are removed from site. When working inside the House, the Contractor shall ensure that all furnishings and the décor are protected. The Contractor will be charged for any damage resulting from their failure to provide an adequate means of protection.

PERSONAL PROTECTIVE EQUIPMENT

- The Service Provider will supply all staff under its duty of care with appropriate Personal Protective Equipment to conduct their work in full compliance with Health & Safety Procedures.
- The Service Provider will ensure all necessary PPE and tools shall be safe to use and well maintained and serviced (e.g. drilling equipment).

HEALTH AND SAFETY

- The BHC expects ALL Staff and Contractors working on the Diplomatic Estate to observe the Foreign and Commonwealth Office Health and Safety Policy, the Foreign and Commonwealth Office Electrical Safety Regulations and other safety regulations that are relevant to their scope of works.
- The Service Provider shall be liable for and shall indemnify the BHC against loss, liability, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of any negligence, omission or default of the Service Provider, their staff or agents or of any Sub-Contractor employed by them.
- They shall ensure that any electrical appliances that are used are in good working order, that the electrical is neither damaged or stretched or contains any twisted or taped joints and is fitted with a proper three pin plug top.



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- The Service Provider is expected to comply with the following Foreign and Commonwealth Office (FCO) Health and Safety Policies which are provided as part of this request for quotation as Appendices.

WIBA

- Contractor staff working within the BHC premises shall be covered under the Work Injury Benefits act and proof of the same provided to BHC.

DISCLOSURE OF INFORMATION AND TRANSPARENCY

- The contractor shall not disclose any information relating to the contract or the authority's activities.

A mandatory site visit will be held on **Tuesday 14th August 2018** at **1000H** at the Lockwood Apartment. All interested bidders must attend this site visit to be eligible to bid for services. Each organisation can send one representative and must email their names, ID numbers and vehicle registration number to NairobiQuotations@fco.gov.uk no later than **Monday 13th August 2018** at **1300H**. Parking is limited and will be allocated on a first come first served basis.

BHC-Nairobi

The British High Commission looks forward to receiving your quotation for the work described in the document.



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EVALUATION CRITERIA FOR NBO/013/2018: FABRICATE AND INSTALL 16 NOS ONE (1) HOUR FIRE RATED KEEP AREA WITH ACCESS DOOR

Evaluation Criteria

1. The tender process will be conducted to ensure that tenders are evaluated fairly to ascertain the most economically advantageous tender.
2. Your response to our requirement will be evaluated as outlined below:
 - a) Mandatory requirements (Based on YES/NO checks)
 - b) Technical Evaluation – 60 Points
 - c) Commercial Evaluation – 40 Points

1. Mandatory requirements (A bidder who fails to produce all the (VALID) documents outlined below will NOT be qualified to enter the next stage of evaluation)

No.	Evaluation Criteria – Mandatory documents	YES/NO
1	Copy of Certificate of Incorporation	
2	Valid Tax Compliance certificate	
3	Valid Business permit	
4	PIN Certificate	

2. Evaluation Criteria – Technical Score – 60 points

No.	Evaluation Criteria	Weighted Points
1.	<p>Proposed Methodology</p> <p>Explain in detail, your approach and methodology to meeting all the Works required. NB: Please clearly detail your approach and methodology for each Task.</p>	5 Points
2	<p>Past Performance</p> <p>Submit with your proposal at least three reference letters from clients whom you have done business in similar nature.</p> <p>Provide contact details (names, address, telephone number, project description and project cost) of three of your clients.</p>	15 Points



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No.	Evaluation Criteria	Weighted Points
2.	<p>Resource Availability</p> <p>Submit a company profile and give details of the resources you propose to use to service the Contract, including the number of staff you expect to use.</p> <p>Where a sub-contracting approach is proposed, all information requested should be given in respect of the sub-contractor such as company/organisation name, the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement noting that ultimate responsibility will always rest with the Prime Contractor.</p> <p>Clearly indicate which part of the contract will be subcontracted to the third-party</p>	15 points
4.	<p>Conformance to the technical specification.</p> <p>Fire Doors must conform to British Standard 476-22:1987 or to the European equivalent BS EN 1634 (See Appendix II)</p> <p>Please provide proof of certification of Fire Doors and Technical Data Sheets of the doors you propose to install.</p>	15 points
5.	<p>Period of Performance</p> <p>Please indicate how long it will take to supply, install and commission the 16 Fire doors.</p>	10 points
	Total Points	60 points

3. Commercial score – 40 points

Marks will be awarded as an inverse percentage. The most financially attractive offer submitted to the Authority will score 40. Scores for bids other than the most financially attractive bid will be awarded on an inverse percentage difference from the most financially attractive offer:

Example: Bid A: KES 60K = 40 pts, Bid B: KES 70K = 34 pts (KES 60K/ KES 70K x 40 pts)



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Interpretation	Score
Satisfies the requirement with minor additional benefits. Above average demonstration by the Tenderer of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.	3 - good
Satisfies the requirement. Demonstration by the Tenderer of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services.	2 - Acceptable
Satisfies the requirement with minor reservations. Some minor reservations of the Tenderers understanding and proposed methodology, with limited evidence to support the response. Tenderer has accepted FCO standard terms and conditions of contract.	1 - Minor Reservations
Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the understanding or suitable methodology, with little or no evidence to support the response. Tenderer has rejected FCO standard terms and conditions of contract.	0 - Unacceptable / Non-compliant

LIST OF APPENDICES

Appendix I: Terms and Conditions of Contract

Appendix II: Specification and Guidance for Fire Resisting Doors

Appendix III: HS11.9 Personal Protective Equipment (HSP9.7)

Appendix IV: HS11.6 Machinery and Work Equipment (HSP9.8)

Appendix V: HS12.1 Construction Works (HSP9.39)



FCO CONDITIONS OF CONTRACT

Index of Contract Conditions

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Annexes

- A FCO Supplier Code of Conduct (Non ODA - Programme Spend)
- B.1 Processing, Personal Data and Data Subjects Schedule
- B.2 Joint Controller Agreement
- C Security [Optional]

1 INTERPRETATION

1.1 In these terms and conditions:

"Agreement"	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Annexes;
"Authority"	means the Secretary of State for Foreign and Commonwealth Affairs and includes the Authority's Representative. In this Contract, the Authority is acting as part of the Crown;
"Authority's Representative"	means the individual authorised to act on behalf of the Authority for the purposes of the Contract;
"Condition"	means a clause in the Contract;
"Confidential Information"	means the terms of this Contract, together with all information in whatever form and on whatever media of either party which relates to the business, affairs, trade secrets, products, services, marketing plans, software, databases, know-how, personnel, customers or suppliers of either party (as the case may be), whether marked as confidential or which otherwise may reasonably be regarded as the confidential information of a party and which is disclosed or acquired at any time whether before or after the Contract Commencement Date as a result or in anticipation of this Contract;
"Contractor"	means the supplier of the Goods or Services;
"Contract"	means the agreement between the Authority and the Contractor consisting of these Conditions together with any amendments and/or additions thereto as specified on the Purchase Order;
"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer"	take the meaning given in the GDPR;
"Credit transfer"	is a payment instruction from the Authority to its bank or payment service provider to transfer an amount of money to another account.
"Crown Body"	means any department, office or agency of the Crown "FOIA" means the Freedom of Information Act 2000;
"DPA 2018"	means the Data Protection Act
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection Legislation"	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Subject Request"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Gateway"	means a review which may be conducted by or for a government department into whether or not a programme, project or any activity is making progress in line with agreed objectives;
"GDPR"	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>);
"Goods"	means anything which the Contractor supplies to the Authority under the Contract including any materials provided as part of the Service;
"A GPC (Government Procurement Card)"	is a credit card used for purchasing and/or payment;
"Intellectual Property Rights"	means patents, trademarks, service marks, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
"Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of processing

"LED"	means the Law Enforcement Directive (<i>Directive (EU) 2016/680</i>)
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
"Notice"	means information from either Party to the other Party about a particular action that has been taken;
"Party"	means a Party to this Agreement;
"Processor Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it [including those outlined in Annex C].
"Purchase Order"	means the form, on the other side of these Conditions or attached separately, which the Authority sends to the Contractor setting out the Authority's specific requirements, the contract terms which apply to the Goods and/or Services and any documents referred to therein;
"Regulatory Body"	means any organisation/authority that is authorised to set directions for or monitor standards set out in law;
"Services"	means all the services (including any works) which the Contractor provides to the Authority under the Contract;
"Sub-processor"	means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
"The Crown"	means any central government department of the United Kingdom, or a Devolved Administration, or any other body which is legally defined as a Crown Body.

2. SUPPLY OF GOODS

- 2.1 The Contractor shall supply the Goods specified in the Contract. Goods may be returned at the Contractor's expense if they do not correspond with the Contract and/or any sample provided.
- 2.2 All Goods shall be transported at the Contractor's risk and delivered, carriage paid, in the quantities and at the time and place specified in the Purchase Order. Where no delivery time is stipulated by the Authority the Goods and/or provision of Services shall be made within ten working days of receipt of the order by the Contractor.
- 2.3 The Authority may notify the Contractor of a change in the specified delivery time/date up to [insert time period i.e. 24 hours] before delivery.
- 2.4 The Contractor shall provide a delivery note with all deliveries as well as other appropriate documentation and/or copies of proof of deliveries as reasonably requested by the Authority. Such documentation must clearly show the Authority's Purchase Order number and date.
- 2.5 If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.

3. SUPPLY OF SERVICES

- 3.1 The Contractor shall perform the Services in the manner and exercising that degree of skill, care, diligence, which would reasonably and ordinarily be expected from a skilled and experienced person engaged in providing the same or similar services as the Contractor in the same or similar circumstances as are relevant for the purposes of the Contract.
- 3.2 Where no delivery time is specified by the Authority the Services shall be provided within [insert time period i.e. 10 working days] of receipt of the order by the Contractor unless otherwise agreed between the parties.
- 3.3 The Contractor shall make good at its own expense any defects in the Service and/or workmanship which exist or may appear up to [insert time period i.e. 6 months] after completion of the Service.
- 3.4 Where applicable, the Contractor must provide the Authority with a copy of its insurance certificate under the Construction Industry Tax Deduction Scheme before commencing the Services.

4. SUBJECT MATTER OF THE CONTRACT AND CONTRACT PERIOD

- 4.1 This Contract is for [insert a description of the goods/services that are being provide under the Contract]
- 4.2 The Contract period begins on [insert start date] and ends on [insert end date]

5. TITLE AND RISK

- 5.1 The title and risk in any Goods shall pass to the Authority upon acceptance by the Authority, in accordance with [Condition 6 \(Acceptance\)](#).

6. ACCEPTANCE

- 6.1 The Authority shall not be deemed to have accepted the goods until one of its officers has been afforded a reasonable opportunity to examine them.

7. PAYMENT

- 7.1 The Authority may elect to pay for the Services by Contractor invoice via credit transfer or by Government Procurement Card.
- 7.2 The price that the Authority shall pay for the Goods and/or Service is as set out on the Purchase Order and unless otherwise stated incorporates all incidental costs (except for VAT) incurred by the Contractor in providing the Goods and/or Service including but not limited to administration, collection, transport, packaging and disposal. For the avoidance of doubt, unless otherwise stated, all prices are exclusive of VAT.

Payment against invoice

- 7.3 The Contractor shall submit an invoice within 28 days of supplying the Goods or Services to the satisfaction of the Authority. The invoice must show the amount of VAT payable, bear the Authority's relevant purchase order number and be sent to the invoicing address defined in the contract award letter.
- 7.4 The Authority shall pay the Contractor within 30 days of receipt of an undisputed invoice by payment direct to the Contractors bank account as a credit transfer.

8. WARRANTIES AND ACKNOWLEDGEMENTS

Supply of Goods

- 8.1 The Contractor warrants that the Goods which it is providing correspond to the description and/or sample given to the Authority by the Contractor and all other warranties, conditions or terms relating to the fitness for purpose, quality or condition of the Goods implied by statute or common law apply in relation to this Contract and may not be excluded.
- 8.2 The Contractor warrants that title to the Goods is free from all encumbrances and that the Contractor has the right to sell the same.

Supply of Services

- 8.3 The Contractor warrants that the Services which it provides under the Contract correspond to the Authority's requirements and is consistent with the standards that are referred to in [Condition 3.1 \(Supply of Services\)](#) and any other standards which may be implied by statute or common law that apply to this Contract may not be excluded.

9. REMEDIES

Supply of Goods

- 9.1 If the Contractor does not deliver Goods on time the Authority may terminate the Contract and claim losses from the Contractor.
- 9.2 If the Contractor delivers faulty Goods to the Authority, the Authority may within a reasonable time period (at least 3 months from the date of delivery):
- (a) notify the Contractor of the defect in such Goods and
 - (b) may request the Contractor to replace, repair or reinstate the Goods within such time period as is reasonable in the circumstances (no less than 24 hours).
- 9.3 Where the Contractor fails to comply with a request made under [Condition 9.2\(b\) above \(Supply of Goods\)](#), the Authority shall be entitled to a full refund and may cancel any further deliveries due at the Contractor's expense.

Supply of Services

- 9.4 If the Contractor provides defective Services the Authority may require that they put this right within a reasonable specified time. Where the Contractor fails to comply with such a request within the specified time the Authority may carry out the remedial measures itself or through another contractor and recover any costs incurred from the Contractor. Any costs and expenses incurred may be set off against any monies owing to the Contractor.

10. PREVENTION OF CORRUPTION

- 10.1 The Authority may terminate this Contract and recover all its losses if the Contractor, their employees or anyone acting on the Contractor's behalf corruptly offers, gives or agrees to give to anyone any inducement or reward in respect of this or any other Authority contract (even if the Contractor does not know this has been done); or commits an offence under the Bribery Act 2010.

11. OFFICIAL SECRETS ACTS

- 11.1 The Contractor shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract are aware of the Official Secrets Acts 1911 to 1989, and understand that these Acts apply to them during and after performance of any work under or in connection with the Contract.

12. CONFIDENTIALITY

- 12.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Act, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOI Act. Notwithstanding any other term of this Contract, the Contractor gives consent to the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOI Act redacted) including from time to time agreed changes to the Contract, to the general public.
- 12.2 The Authority may consult with the Contractor to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.
- 12.3 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.
- 12.4 [Condition 12.2 \(Confidentiality\)](#) shall not apply to the extent that:
- 12.4.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations 2004 pursuant to Condition 19.1 (Disclosure of Information);
- 12.4.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 12.4.3 such information was obtained from a third party without obligation of confidentiality;
- 12.4.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 12.4.5 it is independently developed without access to the other party's Confidential Information.
- 12.5 The Contractor may only disclose the Authority's Confidential Information to the persons it has employed or engaged who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such persons are aware of and shall comply with these obligations as to confidentiality.
- 12.6 The Contractor shall not, and shall procure that the persons it has employed or engaged do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.
- 12.7 At the written request of the Authority, the Contractor shall procure that those persons it has employed or engaged identified in the Authority's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 12.8 Nothing in this Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:
- 12.8.1 to any Crown Body or Overseas Governments. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body;
- 12.8.2 to any consultant, contractor or other person engaged by the Authority or any person conducting a Gateway or other assurance review;
- 12.8.3 for the purpose of the examination and certification of the Authority's accounts; or
- 12.8.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 12.9 The Authority shall use all reasonable endeavours to ensure that any Crown Body, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to [Condition 12.8 \(Confidentiality\)](#) is made aware of the Authority's obligations of confidentiality.
- 12.10 Nothing in this [Condition 12 \(Confidentiality\)](#) shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.11 In the event that the Contractor fails to comply with this [Condition 12 \(Confidentiality\)](#), the Authority reserves the right to terminate the Contract by notice in writing with immediate effect.
- 12.12 The provisions under this [Condition 12 \(Confidentiality\)](#) are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

13. INTELLECTUAL PROPERTY RIGHTS.

[The Authority must decide whether IPR in the Deliverables is to be vested in/owned by the Authority or the Contractor.]

[Option 1: IPR Vests in Authority]

- [13.1 Intellectual Property Rights in the Services and any Deliverables that are specifically developed or created for the Authority will be vested in the Authority (save that the Contractor will retain ownership of any Contractor Proprietary Materials which become imbedded in such Deliverables, which will be licensed in accordance with the provisions of [Condition 13.3 \(Intellectual Property Rights\)](#). The Contractor agrees to (and will procure that its personnel acting as consultants will) assign and hereby assigns (including by way of future assignment in the case of copyrights) to the Authority with full title guarantee all of its worldwide rights, title and interest (whether present, future, vested or contingent) in and to such Intellectual Property Rights, including moral rights, for the full term thereof.
- 13.2 The Contractor will execute all such documents and undertake any and all such acts, including but not limited to obtaining assignments of Intellectual Property Rights from personnel of the Contractor to the Contractor as may from time to time be required in order to vest the rights assigned pursuant to [Condition 13.1 \(Intellectual Property Rights\)](#) above properly in the Authority.
- 13.3 Where the Deliverables contain any Contractor Proprietary Material, then the Authority will be granted a perpetual, non-exclusive, transferable, worldwide, royalty free licence in respect of such Contractor Proprietary Material, to the extent necessary to use such Deliverables (including for the purposes of their adaptation, modification and/or reproduction).

- 13.4 The Contractor warrants, represents and undertakes that its provision of Services and Deliverables under this Contract will not infringe any Intellectual Property Rights of which a third party is the proprietor and that the Contractor is free to grant the licence set out in [Condition 13.1 \(Intellectual Property Rights\)](#). The Contractor agrees to indemnify and hold harmless the Authority against any and all liability, loss, damage, costs and expenses (including legal costs) which the Authority may incur or suffer as a result of any claim of alleged or actual infringement of a third party's Intellectual Property Rights by reason of either its or the Contractor's possession or use in any manner of any Deliverables or Services.]

[Option 2: IPR Vests in Contractor]

- 13.1 Intellectual Property Rights in the Services and any Deliverables under this Contract shall be vested in and owned absolutely by the Contractor (save that the Authority will retain ownership of any Authority Proprietary Materials which become imbedded in such Deliverables).
- 13.2 The Contractor will grant the Authority a perpetual, non-exclusive, transferable, worldwide, royalty-free licence in respect of Intellectual Property Rights in the Services or any Deliverables under this Contract (including for the purposes of their adaptation, modification and/or reproduction).
- 13.3 The Contractor warrants, represents and undertakes that its provision of Services and Deliverables under this Contract will not infringe any Intellectual Property Rights of which a third party is the proprietor and that the Contractor is free to grant the licence set out in [Condition 13.2 \(Intellectual Property Rights\)](#). The Contractor agrees to indemnify and hold harmless the Authority against any and all liability, loss, damage, costs and expenses (including legal costs) which the Authority may incur or suffer as a result of any claim of alleged or actual infringement of a third party's Intellectual Property Rights by reason of either its or the Contractor's possession or use in any manner of any Deliverables or Services.]

14. FORCE MAJEURE

- 14.1 Neither Party shall be liable for failure to perform its obligations under the contract if such failure results from circumstances beyond that Party's reasonable control. Strike action by a Party's staff is not a Force Majeure event.

15. ENVIRONMENTAL REQUIREMENTS

- 15.1 In providing the Goods or Services the Contractor shall comply with the Department's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.
- 15.2 All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.
- 15.3 Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging.
- 15.4 Packaging must be capable of recovery for reuse or recycling.

16. HEALTH, SAFETY AND SECURITY

- 16.1 The Contractor shall ensure that all of the Contractor's staff who have access to or are employed on the Authority's premises comply with the Authority's health, safety and security procedures and instructions and complete any additional security clearance procedures required by the Authority when working at the Authority's premises.

17. ASSIGNMENT

- 17.1 The Contractor shall not sub-contract or transfer, assign, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of the Authority.

18. SUB-CONTRACTING

- 18.1 Nothing in the Contract shall be construed to create a partnership, joint venture, agency or employer/employee relationship between the parties.
- 18.2 In carrying out the Services the Contractor will be acting as principal and not as the agent to the Authority. Accordingly:
- 18.2.1 The Contractor will not (and will procure that its agents and servants do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Authority, and
- 18.2.2 Nothing in this Contract will impose any liability on the Authority in respect of any liability incurred by the Contractor to any other person but this will not be taken to exclude or limit any liability of the Authority to the Contractor that might arise by virtue of either a breach of this Contract or any negligence on the part of the Authority, its staff or agents.
- 18.3 Where the Contractor enters into a sub-contract for the provision of any part of the Services, the Contractor shall ensure that a term is included in the sub-contract which requires the Contractor to pay all sums due to the sub-contractor within a specified period, not exceeding 30 days from the date of receipt of a valid invoice as defined by the terms of that sub-contract.
- 18.4 The sub-contract shall also include a provision enabling the Authority to have the ability to directly enforce the benefit of the sub-contract under the Contracts (Rights of Third Parties) Act 1999, obligations in respect of security and secrecy, intellectual property and audit rights for the benefit of the Authority corresponding to those placed on the Contractor, but with such variations as the Authority reasonably considers necessary. The Contractor shall not include in any sub-contract any provision the effect of which would be to limit the ability of the Sub-contractor to contract directly with the Authority or a replacement provider of Services.
- 18.5 For the avoidance of doubt, in this Contract all persons engaged by the Services Provider and used under this Contract (whether permanent or temporary) will be used as part of the Services provision offered by the Service Provider. Any and all persons engaged by the Services Provider

shall sign terms of engagement with the Service Provider and shall not be deemed to have an employment or co-employment relationship with the Authority. In respect of its staff and all other persons engaged by it to deliver the Services under the Contract, the Services Provider is responsible for ensuring the payment of remuneration, for making statutory deductions and for payment of all statutory contributions in respect of earnings related National Insurance and the administration of income tax (PAYE) which is applicable by law. All Parties shall adhere to all employment legislation.

19. DISCLOSURE OF INFORMATION

- 19.1 To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, the Authority reserves the right to disclose information about this Contract pursuant to a valid request for information.
- 19.2 The Contractor shall not disclose any information relating to the Contract or the Authority's activities without the prior written consent of the Authority, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.
- 19.3 The Authority is subject to the Data Protection Act 1998 and under the provisions of that Act it is a Data Controller and the Contractor is a Data Processor. To ensure that the Authority complies with its obligations under the Data protection Act 1998, the Contractor agrees:
- 19.3.1 to process Personal Data only in accordance with instructions from the Authority and only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 19.3.2 to take appropriate organisational steps to protect the Personal Data from unauthorised or unlawful access or use, accidental loss, destruction, damage, alteration or disclosure.
- 19.3.3 to take reasonable steps to ensure the Contractor's Staff understand that the Personal Data is confidential and the importance of maintaining this confidentiality.
- 19.3.4 to obtain the Authority's consent in writing before transferring Personal Data to any sub-contractors or anyone else involved in providing the Services.

20. DISCRIMINATION

- 20.1 The Contractor shall not unlawfully discriminate either directly or indirectly on protected characteristics such as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age. The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of all relevant legislation including the Equality Act 2010 or other relevant or equivalent legislation, as amended from time to time.

21. CONFLICT OF INTEREST

- 21.1 The Contractor shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises between Services undertaken for the Authority and that undertaken for other clients or the provision of Goods for the Authority and that undertaken for other clients. The Contractor shall avoid knowingly committing any acts which are likely to result in any allegation of impropriety against the Authority, including conflicts of interest which are likely to prejudice his independence and objectivity in performing the Contract, however this might arise.
- 21.2 The Contractor shall notify the Authority immediately of any circumstances it becomes aware of which give rise or potentially give rise to a conflict with the Contractor's provision of the Goods or Services and shall advise the Authority of how they intend to avoid such a conflict arising or remedy such situation.
- 21.3 Where a potential or actual conflict of interest arises, the Contractor shall subject to any obligations of confidentiality it may have to third parties provide all information and assistance reasonably necessary (at the Contractor's cost) that the Authority may request of the Contractor in order to avoid or resolve the conflict of interest and shall ensure that at all times they work together with the Authority with the aim of avoiding a conflict or remedy a conflict.
- 21.4 Where it considers further or extensive action is necessary to identify and/or manage a conflict of interest the Authority shall have the right to require that the Contractor puts in place "Ethical Walls" and will ensure and satisfy the Authority that all information relating to the Contract and to the Services and Deliverables completed pursuant to it (to include all working papers, draft reports in both tangible and intangible form) are not shared or made available to other employees, contractors or agents of the Contractor and that such matters are not discussed by the relevant staff with other employees, contractors or agents of the Contractor.
- 21.5 In the event of a failure to maintain the "Ethical Walls" as described in [Condition 21.4 \(Conflict of Interest\)](#) arising during the course of this Contract, the Authority reserves the right to immediately terminate the Contract on giving written notice to the Contractor and to pursue the Contractor for damages.
- 21.6 If the Contractor's staff breach this Conflict of Interest Condition, the Contractor undertakes to keep the Authority fully and effectively indemnified in respect of all costs, losses and liabilities arising from any wrongful disclosure or misuse of the Confidential Information by the Contractor's staff. This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Authority may be entitled to, but for the avoidance of doubt shall be subject to the limitations of liability (including without limitation the cap on liability) set out in this Contract.

22. LOSS OR DAMAGE

- 22.1 The Contractor shall, without delay and at the Contractor's own expense, reinstate, replace or make good to the satisfaction of the Authority, or if the Authority agrees, compensate the Authority, for any loss or damage connected with the performance of the Contract, except to the extent that such loss or damage is caused by the neglect or default of the Authority. "Loss or damage" includes but is not limited to loss or damage to property, personal injury, sickness or death and loss of use suffered as a result of any loss or damage.

23. RECOVERY OF SUMS FROM CONTRACTOR

23.1 Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to the Authority, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with the Authority or with any department, agency or office of Her Majesty's Government.

24. TERMINATION

24.1 If the Contractor fails to fulfil its obligations under the Contract, the Authority may terminate the Contract immediately by written notice and, in accordance with [Condition 23 \(Recovery Of Sums From Contractor\)](#) may recover from the Contractor any reasonable costs necessarily and properly incurred by the Authority as a consequence of termination.

24.2 Without prejudice to [Condition 23.1 \(Recovery Of Sums From Contractor\)](#), the Authority shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Contractor by giving the Contractor one month's written notice. During the period of notice the Authority may direct the Contractor to perform all or any of the work under the Contract. Where the Authority has invoked either of these rights, the Contractor may claim reasonable costs which it has incurred necessarily and properly as a result of the termination or reduction provided that the claim shall not exceed the total cost of the Contract. The Contractor's claim for reasonable costs shall not include loss of profit and consequential losses.

24.3 Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

25. INSURANCE

25.1 Where relevant and/or required by law, the Contractor shall put in place and maintain an adequate level of insurance cover in respect of all risks that may be incurred by him in the performance of this Contract.

26. NOTICES

26.1 A Notice may be served by the Authority on the Contractor in the following ways:

26.1.1 By delivery to the Contractor's place of business or any other address to which the Parties have agreed previously and recorded in writing that a Notice can be sent; or

26.1.2 By sending it by facsimile to the Contractor; or

26.1.3 By ordinary first class post to the Contractor's last known place of business or registered office.

26.2 A notice shall be deemed served at the time of delivery, after four hours for a facsimile, or on the second working day after posting.

27. VARIATIONS TO THE CONTRACT

27.1 The Parties may agree a variation to the Contract but this will not be effective until it has been recorded in writing and signed by the Contractor and a senior officer of the Authority requiring the Services and/or Goods. This Condition does not affect the Authority's sole right in [Condition 24.2 \(Termination\)](#) to reduce the quantity of Goods or Services which it requires under the Contract.

28. GENERAL

28.1 These Conditions shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Contractor may seek to apply under any purchase order, confirmation of order, invoice, delivery note or similar document.

28.2 The Contractor shall be deemed to have accepted the terms and conditions of the Contract by delivering the Goods and/or Service.

28.3 Time for delivery of Goods and/or provision of the Service shall be of the essence of the Contract.

28.4 If either Party does not enforce any one or more of the terms or conditions of this Contract this does not mean that the Party has given up the right at any time subsequently to enforce all terms and conditions of this Contract.

28.5 The Authority shall in no circumstances be liable for any claim, loss or damage whether arising in contract, tort (including negligence) or otherwise, for consequential, economic, special or other indirect loss and shall not be liable for any losses calculated by reference to profits, contracts, business, goodwill, income, production or accruals whether direct or indirect and whether or not arising out of any liability of the Contractor to any other person.

29. DISPUTE RESOLUTION

29.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract before taking any legal action.

30. LAW

30.1 The Contract shall be governed by and interpreted in accordance with the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England.

31. TRANSPARENCY

31.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Act, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOI Act.

Notwithstanding any other term of this Contract, the Contractor gives consent to the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOI Act redacted) including from time to time agreed changes to the Contract, to the general public.

- 31.1.1 The Authority may consult with the Contractor to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.
- 31.1.2 The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

32. DATA PROTECTION

- 32.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in the [Processing, Personal Data and Data Subjects Schedule at Annex 2.1](#). The only processing that the Processor is authorised to do is listed in the [Processing, Personal Data and Data Subjects Schedule at Annex 2.1](#) by the Controller and may not be determined by the Processor.
- 32.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 32.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 32.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with the [Processing, Personal Data and Data Subjects Schedule at Annex 2.1](#), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular the [Processing, Personal Data and Data Subjects Schedule at Annex 2.1](#));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this condition;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 32.5 Subject to [Condition 32.6 \(Data Protection\)](#), the Processor shall notify the Controller immediately if it:
 - (a) receives a Data Subject Request (or purported Data Subject Request);

- (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or
- (f) becomes aware of a Data Loss Event.
- 32.6 The Processor's obligation to notify under [Condition 32.5 \(Data Protection\)](#) shall include the provision of further information to the Controller in phases, as details become available.
- 32.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under [Condition 32.5 \(Data Protection\)](#) (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 32.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this condition. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 32.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 32.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 32.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this condition [X] such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 32.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 32.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this condition by replacing it with any applicable controller to processor standard conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 32.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 32.15 Where the Parties include two or more Joint Controllers as identified in the Processing, Personal Data and Data Subjects Schedule at [Annex B.1](#) in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in the [Schedule at Annex B.2](#) in replacement of Conditions 32.1 - 32.14 (for the Personal Data under Joint Control)

See Annex B.2 Joint Controller Agreement as this could replace above Conditions 32.2 to 32.14.

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct ("the Code") setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 The FCO (henceforth known as "the Authority") expects its Suppliers and its Suppliers' Subcontractors to meet the standards set out in the Code. In addition, the FCO expects its Suppliers and its Suppliers' Subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Authority may have additional requirements in relation to corporate social responsibility. The Supplier and the Suppliers' Subcontractors shall comply with such corporate social responsibility requirements as the Authority may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 Without prejudice to the generality of its rights and obligations under each Contract, the Supplier shall support the Authority in fulfilling its public sector equality duty under S149 of the Equality Act 2010 by ensuring, so far as reasonably practicable, that it (the Supplier) fulfils its obligations under each Contract in way that has due regard to the need to:
- 2.1.1 eliminate discrimination, harassment or victimisation and any other conducted that is prohibited under the 2010 Act; and
- 2.1.2 advance equality of opportunity and foster good relations between those who share a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
- 3.1.1 shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to the FCO at the commencement of each Contract and updated on a frequency defined by the Authority, a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;
- 3.1.9 shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use, or allow its Subcontractors to use, child or slave labour;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Authority and Modern Slavery Helpline.

4. Income Security

- 4.1 The Supplier shall:
- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all workers are provided with written and understandable information about their terms and conditions of employment, and in particular in respect of wages, before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages as a disciplinary measure except
- (a) where permitted by law; and
- (b) upon express permission of the worker concerned."
- 4.1.4 record all disciplinary measures taken against Supplier Staff throughout the term of each contract; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

- 5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier staff, excluding overtime, are defined by contract, and do not exceed 48 hours per week unless the individual has lawfully agreed so in writing;
- 5.1.3 ensure that overtime is used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours workedby reference to individuals and the Supplier staff as a whole;
- 5.2 The total hours worked by an individual in any seven-day period shall not exceed 60 hours, unless the criteria set out in paragraph 5.3 are satisfied.
- 5.3 Working hours may exceed 60 hours in any seven-day period only where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is expressly authorised by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller’s Data Protection Officer are: [DN: insert "contact details"]
2. The contact details of the Processor’s Data Protection Officer are: [DN: insert "contact details"]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Condition 14.1.</i></p> <p><i>Guidance: You may need to vary this section where (in the rare case) the Customer and Contractor have a different relationship. For example where the Parties are Joint Controller of some Personal Data:</i></p> <p><i>"Notwithstanding Condition 14.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>[Insert the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]</i></p> <p><i>In respect of Personal Data under Joint Control, condition 14.1-14.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Annex 4.2 instead."</i></p>
Subject matter of the processing	<p><i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</i></p> <p><i>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]</i></p>
Duration of the processing	<p><i>[Clearly set out the duration of the processing including dates]</i></p>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data being Processed	<p><i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i></p>
Categories of Data Subject	<p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p>
Description	<p><i>Details</i></p>

Guidance: INSERT only where Joint Controller applies in Annex 4.1 Processing, Personal Data and Data Subjects

1. In this Annex the Parties must outline each party's responsibilities for:
 - providing information to data subjects under Article 13 and 14 of the GDPR.
 - responding to data subject requests under Articles 15-22 of the GDPR
 - notifying the Information Commissioner (and data subjects) where necessary about data breaches
 - maintaining records of processing under Article 30 of the GDPR
 - carrying out any required Data Protection Impact Assessment
 - The agreement must include a statement as to who is the point of contact for data subjects.
2. Do you need to incorporate Conditions equivalent to those specified in Condition 32.2 - 32.14 (Data Protection)?
3. Do you need to include an additional Condition apportioning liability between the parties arising out of data protection; of data that is jointly controlled?
4. Where there is a Joint Control relationship, but no controller to processor relationship under the contract, this completed Annex B.2 Joint Controller Agreement should be used instead of Condition 32.2 - 32.14 (Data Protection).

OPTIONAL refer need to DSC if in doubt



British
High Commission
Nairobi

APPENDIX II: SPECIFICATION AND GUIDANCE FOR FIRE RESISTING DOORS

All references to “fire resisting” (in relation to doors) to be taken as meaning: having a fire resistance of not less than 60 minutes when tested in accordance with British Standard BS 476: Part 22:1987 (or equivalent European Standard). Glazing in any fire resisting door, wall, partition or screen should comply with British Standard Published Document PD6512: Part 3:1987. If existing doors are to be upgraded then specific advice must be sought prior to doing any work.

It is recommended that purpose made door sets which meet the 60 minute fire resisting standard be fitted.

Hinges

All fire doors must be hung on three steel hinges, to resist bowing in the event of a fire and to bear the increased weight of the door.

Self-closing devices

Fire resisting doors must be fitted with external dual action hydraulic type self-closing devices which are adjusted to close quickly but latch slowly so as not to wear the smoke seals or damage the door or frame. Perco-type closers are not suitable as they cause the doors to slam causing noise nuisance to occupiers and they tend to wear the smoke seals/frames causing damage over a period of time. Self-closers are to be attached using appropriate fixings (“snake eye screws”) which are designed to prevent removal/tampering by tenants.

Door stops and fitting

Door frames may be improved to have 25mm door stops which the doors close onto. The benefit of doing this is that it covers minor irregularities of fit, often found when working on existing door openings. Alternatively, if purpose made doors are used which have integral intumescent strips then standard door stops can remain.

On completion doors must be reasonably close fitting into frames with a maximum gap of 3mm between door and frame. If doors are too tight then the self-closers do not work, there has to be a certain air gap around the door. In addition, heavy fire doors may drop by a millimetre or 2 over time and so tight fitting doors will stop closing and need to be adjusted. A note of warning - hang the door first, then fix the stops, not the other way round.

Smoke seals/Intumescent strips

Smoke seals must be fitted to all fire doors. This specification is for a “night time escape” standard and so smoke seals are important to enable occupiers to escape down the protected route without being subjected to smoke which can be toxic, impede breathing and affect vision. Cool smoke, often given off by smouldering furnishings and electrical equipment, is exceptionally toxic and tends not to rise, therefore smoke seals on fire doors are essential. Nylon brush or neoprene smoke seals (draught

**NBO/013/2018: Fabricate and Install 16 Nos 1 -Hour Fire Rated Keep Area With
Access Door**



British
High Commission
Nairobi

proofing kits) are acceptable. Smoke seals can be fitted into the door itself or, a better option is to apply to the door stop so that the fire door closes onto the seals.

Intumescent strips are materials which, when subjected to heat, swell up and close the gaps between door and frame. Intumescent filling materials are useful for filling holes, voids etc. where pipework has been run through wall or ceilings etc. Fire door performance and integrity depends on the installation of such strips which can be fixed into a channel in the door or fitted to the frame. New doors and frames may come with these factory fitted, it is useful to choose this option as it saves work on site and ensures the doors/frames perform to the British Standard. In this case smoke seals must be fitted independently as detailed above. When existing doors are not fitted with intumescent strips but do have 25mm door stops the requirement is only for smoke seals to be fitted.


In the event of a fire, the intumescent strips ensure a door retains fire resisting properties and holds back the blaze while occupiers escape.

Door furniture

Door handles must give security but do not allow tenants to be locked out of their lettings by the action of the self-closers. For this reason, the best design is a simple mortice lock and door handles which require a key to lock the door, but the inside has a thumb turn instead of a key. This means that the occupant can escape from the room in an emergency without relying on a key. A Rim lock with a rollerball is also acceptable. Note fixing instructions for the roller ball lock.

All final exit doors must also have this type of lock or a simple latch lock which allows exit without using a key in the event of an emergency. Care must be taken when installing any additional security locks to final exit doors, so that this requirement is not overridden and by doing so, occupiers are locked into the house if a fire breaks out.

This lock standard applies to all bedroom/bed-sit doors and final exit doors, including doors onto any secondary fire escape stairs.

Doc No: HSP 9.7 Issue status: 1.0 Issue Date:02/13 Approved: SG	FCO HRD Health and Safety Framework	 Foreign & Commonwealth Office
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HSP 9.7 Personal Protective Equipment (PPE)

Document Title:	Personal Protective Equipment (PPE)	Application:	UK & World Wide
Owner:	HRD H&S Manager	Publishing Date:	February 13
Technical Author:	Ros Robinson	Revision Period:	24 months
Process to Update:	No - Stephen Carroll	Next revision:	February 15
TUS Consultation :	Yes – 16 Jan 13	Comments:	HRD – Health and Safety

1.0 OBJECTIVE

This document aims to inform the reader about Personal Protective Equipment (PPE) which is to be used as a last resort, as it only protects the person wearing it.

2.0 SCOPE


This procedure provides information regarding the use of PPE.

As PPE is regarded as a last resort to protect against risks to health and safe. Engineering controls and safe systems of work should be considered first.

This guidance does not cover the use of PPE such as cycle helmets or crash helmets as worn by employees on the roads as these are legally required in the UK. . You should check the requirements in your country of residence. Likewise this guidance does not require professional sports people to use PPE during competition unless required to under the relevant sport's competition rules.

This document is split into sections as below:

- What is PPE?
- When to use PPE?
- Suitability and types of PPE
- Information, instruction and training on PPE use
- Maintaining PPE
- Storage for PPE
- Provision and replacement of PPE
- Duties of employees regarding PPE

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3.0 INFORMATION

3.1 What is PPE

PPE is defined as 'all equipment (including clothing affording protection against the weather) which is intended to be worn or held by a person at work and which protects him against one or more risks to his health or safety' e.g. safety helmets, gloves, eye protection, high-visibility clothing, safety footwear and safety harnesses. Ordinary working clothes or clothing not specifically designed to protect the wearer is not within the definition e.g. clothing provided with the primary aim of presenting a corporate image

The need for PPE must be identified through a risk assessment, and you must ensure that the right type and grade of PPE is specified and provided. Refer to HSP 2.0 Hazard Identification, Risk Assessment and Risk Control, and HSE INDG 163: Five steps to risk assessment


PPE must always be regarded as a 'last resort' to protect against risks to safety and health. Engineering controls and safe systems of work must always be considered first. For example, it may be possible to do the job using methods that will not require the use of PPE. If this is not possible, more effective safeguards should be put in place. For example, fixed screens could be provided rather than individual eye protection.

There are a number of reasons why PPE must be considered as a 'last resort':

- PPE only protects the person wearing it, whereas measures controlling the risk at source protect everyone in the workplace
- theoretical maximum levels of protection are difficult to achieve and the actual level of protection is difficult to assess. Effective protection is only achieved by selecting suitable PPE and if it is correctly fitted, maintained and used
- PPE may restrict the wearer to some extent by limiting mobility or visibility, or by requiring additional weight to be carried. Thus creating additional hazards.

The requirement is also that PPE:

- Is properly assessed before use to ensure it is suitable;
- Is maintained and stored properly
- Is provided with instructions on how to use it safely; and
- Is used correctly by employees

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3.2 When to use PPE

After carrying out a risk assessment for the task you must ask yourself:

- Can I get rid of the hazard altogether
- If not, how can I control the risks so that harm is unlikely?

In controlling risks the following principles should be applied, if possible in the following order:

- Try a less risky option, e.g. use lower-voltage tools
- Prevent access to the hazard e.g. by guarding
- Organise work to reduce exposure to the hazard e.g. if there is a risk of falling objects, ensure restricted entry to that area if possible

If after all the above there is still a residual risk, you will need to provide PPE. HSP139 PERSONAL PROTECTIVE EQUIPMENT ASSESSMENT FORM must be completed to ensure that all risks associated with a task/activity are assessed.


3.3 Suitability and types of PPE

To enable you to choose which types of PPE are suitable to protect against the hazard involved in the task or work environment the following factors should be considered:

- is the PPE appropriate for the risk involved and conditions at the place where exposure may occur? e.g. goggles are not suitable when full-face protection is required
- does the PPE prevent or adequately control the risks involved without increasing the overall risk? e.g. gloves should not be worn when using a pillar drill, due to the increased risk of entanglement
- can the PPE be adjusted to fit the wearer correctly? e.g. if a person wears glasses, ear defenders may not provide a proper seal to protect against noise hazards
- has the state of health of those using it been taken into account?
- what are the needs of the job and the demands it places on the wearer? How long will the PPE need to be worn? What are the requirements for visibility and communication?
- if more than one item of PPE is being worn, are they compatible? For example, does a particular type of respirator make it difficult for eye protection to fit properly?

Ensure that any PPE you purchase from the UK has a 'CE' mark and complies with the requirements of the Personal Protective Equipment Regulations 2002.

For particularly difficult tasks it may be necessary to obtain advice from specialist sources or from the manufacturer. A useful source is the British Safety Industry Federation (www.bsif.co.uk)

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Hazards and suitable types of PPE

Eyes

There are several types of eye protection:

- safety spectacles: these are similar to regular glasses but have a tougher lens. They can include side shields for additional protection.
- eye shields: a frame-less one piece moulded lens, often worn over normal prescription glasses
- safety goggles: these are made with flexible plastic frames and an elastic headband
- face shields: heavier and bulkier than other type of eye protector, face shields protect the face, but do not fully enclose the eyes so do not protect against dusts, mists or gases.

Tasks where eye protection may be required include:

- handling hazardous substances where there is a risk of splashing
- work with power driven tools where materials are likely to be propelled
- welding operations
- work with lasers
- using any gas or vapour under pressure.


For example:

Goggles



Face shield



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Head

There are three widely used types of head protection:

- industrial safety helmets (hard hats), which are designed to protect against materials falling from height and swinging objects
- industrial scalp protectors (bump caps), which are designed to protect from knocking against stationary objects
- caps/hair nets, which protect against entanglement

Tasks where head protection may be required include:


- construction
- building repair
- work in excavations and tunnels
- work with bolt driving tools
- driving motorcycles and all-terrain vehicles, etc.

In the UK turban-wearing Sikhs are exempt from the requirement to wear hard hats on construction sites by virtue of The Employment Act 1989.

For example:

Safety helmet



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Breathing

There are two main types of respiratory protective equipment:

- respirators that filter contaminated air or clean it as it is breathed in
- breathing apparatus that supply clean air from an independent source.

Work with harmful dusts, fumes, vapours can require respiratory protective equipment. Tasks where respiratory protection may be required include; welding, work with harmful substances, work in areas where large amounts of nuisance dust is present, work that creates dust (e.g. disc cutters).

Breathing apparatus



Respirators



Fit-testing of Respiratory Protective Equipment (RPE) facepieces

To ensure the wearer has the correct device, the initial selection of RPE should include fit-testing. RPE should have a tight-fitting facepiece (filtering facepieces are usually known as disposable masks, half and full-face masks).


Repeat fit-testing will be needed if anything changes. For example, if the model or size of facepiece is changed or there are significant changes to the individual wearer's facial characteristics due to weight gain/loss or dentistry.

There are two forms of fit-testing – qualitative and quantitative.

Qualitative fit-testing is usually adequate for disposable filter facepieces and half-masks. This can be done as a simple pass/fail based on the wearer's subjective assessment of the fit and leakage. This method is not suitable for full-face masks.

Quantitative fit-testing provides a numerical measure of the fit known as a 'fit factor'. These tests give an objective measure of face fit. They require specialised equipment and are more complicated to carry out. These methods are recommended for full-face masks.

RPE suppliers can advise on the type of testing required. A number of suppliers can carry out testing for customers.

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Protecting the body

Types of body protection include:

- overalls, aprons and coveralls (protection against hazardous substances)
- clothing for cold, heat and bad weather
- clothing to protect against machinery, e.g. chainsaws
- high visibility clothing (e.g. jackets, vests)
- harnesses
- back supports
- life jackets.

Tasks where body protection may be required include: work with hazardous substances, work next to the highway or other areas with moving transport or vehicles (e.g. construction sites), outdoor work, forestry and grounds maintenance work.

Chain mail apron



High visibility



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Hands and arms

Hand and arm protection comes in a variety of forms, including:

- Gloves and gauntlets (leather, nitrile, latex, plastic coated, chain mail, etc.)
- wrist cuffs and armllets, e.g. used in glass cutting and handling
- barrier cream may sometimes be used, where gloves cannot practicably be used.

Tasks where hand and arm protection may be required include: the manual handling of abrasive, sharp or pointed objects, work with vibrating equipment such as pneumatic drills and chainsaws, construction and outdoor work, work with chemicals and other hazardous substances (e.g. bodily fluids) and work with hot or cold materials.

In order to eliminate the risk of ill health through exposure to latex, a number of organisations have phased out the use of latex gloves replacing them with nitrile.

For example

Cut resistant gloves



hand protection



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Feet and legs

There are a number of types of safety footwear:


- safety boots or shoes. Normally have steel toe-caps but can have other safety features (e.g. steel mid-soles, slip resistant soles, insulation against heat and cold)
- Wellington boots, which can be supplied with steel toe-caps
- anti-static and conductive footwear. These protect against the build-up of static electricity.

Tasks where foot protection may be required include: construction, demolition, building repair, manual handling where there is a risk of heavy objects falling on the feet, work in extremely hot or cold environments, and work with chemicals and forestry.

Where there is a risk of slipping that cannot be avoided or controlled by other measures, attention must be given to the slip resistance of soles and replacement before the tread pattern is overly worn.

For example



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3.3 Provide information, instruction and training

Where PPE is provided employees must be provided with adequate information, instruction and/or training on its use.

The extent of information, instruction and/or training will vary with the complexity and performance of the kit. For example, a full breathing apparatus kit will require more training to use properly than a disposable face mask.

Information and instruction should cover:

- the risk(s) present and why the PPE is needed
- the operation (including demonstration), performance and limitations of the equipment
- use and storage (including how to put it on, how to adjust and remove it)
- any testing requirements before use
- any user maintenance that can be carried out (e.g. hygiene/cleaning procedures)

- factors that can affect the performance of the equipment (e.g. working conditions, personal factors, defects and damage)
- how to recognise defects in PPE, and arrangements for reporting them
- where to obtain replacement PPE,

In addition to initial training, refresher training may be required from time to time. Supervisor checks on the use of PPE may help determine when refresher training is required.

3.4 Maintaining PPE


An effective system of maintenance of PPE is essential to make sure the equipment continues to provide the degree of protection for which it is designed. Therefore, the manufacturer's maintenance schedule (including recommended replacement periods and shelf lives) must always be followed.

Maintenance may include; cleaning, examination, replacement, repair and testing. The wearer may be able to carry out simple maintenance (e.g. cleaning), but more intricate repairs must only be carried out by competent personnel.

The costs associated with the maintenance of PPE are the responsibility of the employer.

Make sure that all equipment is:

- Well looked after by employees:
- Keeping the equipment clean and in good repair (follow the manufacturer's maintenance schedule including recommended replacement periods and shelf lives)
- More intricate repairs should only be carried out by specialists
- Make sure that suitable replacement PPE is always readily available

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3.5 Storage for PPE

Where PPE is provided, adequate storage facilities for PPE must be provided for when it is not in use, unless the employee may take PPE away from the workplace (e.g. footwear or clothing).

- Accommodation may be simple (e.g. pegs for waterproof clothing or safety helmets) and it need not be fixed (e.g. a case for safety glasses or a container in a vehicle).
- Storage should be adequate to protect the PPE from contamination, loss, damage, damp or sunlight.
- Where PPE may become contaminated during use, storage should be separate from any storage provided for ordinary clothing.

3.6 Provision and replacement of PPE

Once the Risk Assessment (RA) has been completed the employees are required to complete HSP140 Protective Clothing Issue Form indicating which PPE is required, as a last resort, for the works to be carried out safely. Once HSP140 has been completed the form should be sent/given to your Supervisor or Project Coordinator.

The Supervisor or Project Coordinator is to issue relevant PPE and record details on HSP140.

The employees are to ensure HSP140 forms are held on site in the H&S file with the Risk Assessment for the duration of the works.


HSP140 is to be reviewed as required during the works.

The Supervisor or Project Coordinator is to keep a record of HSP140 Forms issued for all works relating to the project.

The Supervisor or Project Coordinator is to keep ensure a copy of all HSP140 forms will be part of the part of the H&S file and held for audit purposes for 5 years.

Individual units/service areas are responsible for arranging the supply of required PPE to staff. Regardless of the arrangements for supply, it is a management responsibility to ensure the provision of correct PPE.

When considering arrangements for providing replacement PPE it must be remembered that unless a task requiring PPE can be stopped, avoided or delayed until new PPE is obtained, replacement PPE must always be readily available.

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3.7 Duties of employees regarding PPE

- PPE must be worn and used in accordance with the instructions provided to them
- employees must take all reasonable steps to ensure that PPE is returned to the accommodation provided for it after it has been used (unless the employee may take PPE away from the workplace e.g. footwear or clothing)
- PPE must be examined before use
- any loss or obvious defect must be immediately reported to their supervisor
- employees must take reasonable care for any PPE provided to them and not carry out any maintenance unless trained and authorised.
- A HSP139 PERSONAL PROTECTIVE EQUIPMENT ASSESSMENT FORM must be completed prior to the works starting on site and as part of the risk assessment process.
- A HSP140 Protective Clothing Issue Form must be completed prior to the works starting on site and as part of the risk assessment process.

4.0 REFERENCES

- (A) The Health and Safety Executive (HSE), "L25: Personal Protective Equipment at Work".
- (B) The Health and Safety Executive (HSE), "INDG174: A short guide to the Personal Protective Equipment at Work Regulations 1992".
- (C) The Health and Safety Executive (HSE), "INDG275: Managing health and safety: Five steps to success".
- (D) The Control of Lead at Work Regulations 2002
- (E) The Ionising Radiation Regulations 1999
- (F) The Control of Asbestos Regulations 2012
- (G) The Control of Substances Hazardous to Health Regulations 2002 (as amended)
- (H) The Noise at Work Regulations 1989
- (I) The Construction (Head Protection) Regulations 1989
- (J) HSF009 Post Health and Safety Mission Statement
- (K) HSP 2.0 Hazard Identification, Risk Assessment and Risk Control
- (L) HSF002 Risk Assessment Form
- (M) HSP 6.0 Training Awareness and Competency
- (N) HSP139 PERSONAL PROTECTIVE EQUIPMENT ASSESSMENT FORM.
- (O) HSP140 Protective Clothing Issue Form.

Useful websites: British Safety Industry Federation (www.bsif.co.uk)
HSE (<http://www.hse.gov.uk>) Example risk assessments can be downloaded from the HSE website

Doc No: HSP 9.8 Issue status: 1 Issue Date: 01/13 Approved: SG	FCO HRD Health and Safety Framework	 Foreign & Commonwealth Office
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HSP 9.8 Machinery and Work Equipment

Document Title:	Machinery and Work Equipment	Application:	UK & World Wide
Owner:	HRD H&S Manager	Publishing Date:	January 2013
Technical Author:	Ros Robinson	Revision Period:	24 months
Process to Update:	Yes - Stephen Carroll	Next revision:	January 2015
TUS Consultation :	Yes - 24 July 2012	Comments:	HRD – Health and Safety

1.0 OBJECTIVE

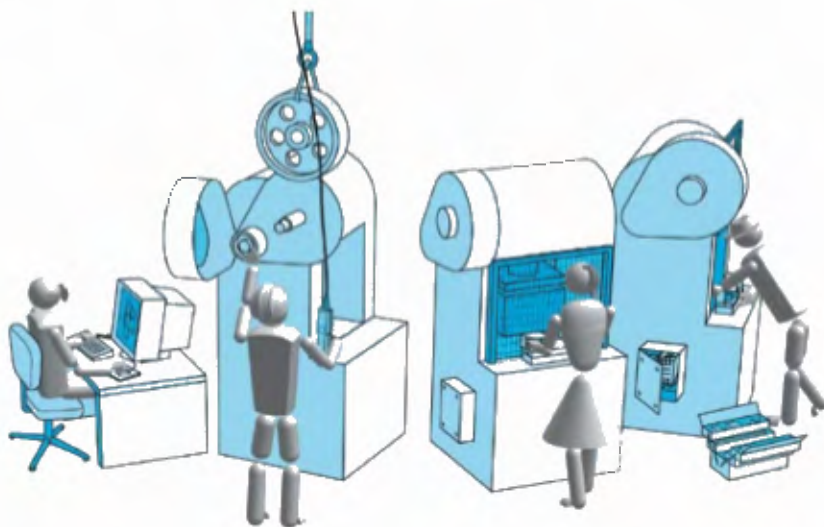
This procedure aims to inform the reader about machinery safety including lifting equipment, and what measures can be taken to protect health.


2.0 SCOPE

This procedure provides information regarding machinery and lifting equipment safety, how to assess the risk and what measures are available to control the risk.

This guidance document offers guidance on the following area:

- What is machinery?
- What you should do
- Training, instruction and information
- Duties of employees



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3.0 INFORMATION

3.1 What is machinery?

A machine is defined as an assembly of linked parts or components, at least one of which moves. This includes simple hand held power tools to industrial production lines, but excludes lifts and electrical equipment that is subject to the Electrical Equipment (Safety) Regulations (see the Health and Safety Procedure on Electrical Equipment Safety HSP 9.3).

Machines are required to comply with the Essential Health and Safety Requirements (EHSRs) that set a common minimum level of protection across the European Economic Area. Manufacturers of machinery must meet the requirements of the Directive to identify the hazards their products contain and assess the risks these hazards present to users. Any risks identified must be reduced to as low as is reasonably practicable. Manufacturers must produce a technical file, sign the Declaration of Conformity and label the product. For further information see HSP 9.16 Purchasing Good and Services.

In the UK equipment provided for use at work is required to be:


- suitable for the intended use
- safe for use, maintained in a safe condition and inspected to ensure it is correctly installed and does not subsequently deteriorate
- used only by people who have received adequate information, instruction and training
- accompanied by suitable health and safety measures, such as protective devices and controls. These will normally include emergency stop devices, adequate means of isolation from sources of energy, clearly visible markings and warning devices
- used in accordance with specific requirements, for mobile machinery and power presses

3.2 What you should do

If your business or organisation uses machinery you must manage the risks from that equipment. This means you must:

- Look at all the machinery in use and decide what can cause risks and how, use the manuals provided for information and use the Provision and Use of Work Equipment (PUWER) Assessment form (HSF027) for information on what to look for.
- Look at what can be done to prevent or reduce any risks
- Check to see whether any of these measures are already in place e.g. guards over the blade of a cutting machine,
- Decide whether there is more that needs to be done
- Then do it

Use the machinery and work equipment safety assessment form HSF027 to help you assess the risks.

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What risks are there from using machinery?

Many things can cause a risk, for example:

- using the wrong equipment for the job, e.g. ladders instead of access towers for an extended job at high level;
- not fitting adequate guards on machines, leading to accidents caused by entanglement, shearing, crushing, trapping or cutting;
- not fitting adequate controls, or the wrong type of controls, so that equipment cannot be turned off quickly and safely, or starts accidentally;
- not properly maintaining guards, safety devices, controls etc so that machines or equipment become unsafe;
- not providing the right information, instruction and training for those using the equipment;
- not fitting roll-over protective structures (ROPS) and seat belts on mobile machinery where there is a risk of roll over (Note: this does not apply to quad bikes);
- not maintaining machinery or carrying out regular inspections and thorough examinations;
- not providing the personal protective equipment needed to use certain machines safely, e.g. chainsaws, angle grinders.

Bench grinder with guards and screens in place




Document shredder with interlock (machine stops when door is open for changing the bag)



How do I identify the risks?

When identifying the risks, think about:

- all the work which has to be done with the equipment during normal use and also during setting-up, maintenance, repair, breakdowns and removal of blockages;

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- who will use the equipment, including inexperienced workers, workers with language difficulties, new starters, people who have changed jobs within the company or those who may have particular difficulties, e.g. those with impaired mobility or poor readers;
- young people, who may be inexperienced and lack knowledge or awareness of existing or potential risks;
- workers who may act foolishly or carelessly or are likely to make mistakes;
- whether guards or safety devices are poorly designed and inconvenient to use or are easily defeated (this could encourage workers to risk injury);
- the type of power supply, e.g. electrical, hydraulic or pneumatic - each type has different risks and ways to control them.


What can I do to reduce the risks?

- Use the right equipment for the job
- Make sure the machinery is safe
- How do I do that?
 - Check all new machinery has a standard mark e.g. CE mark
 - Never rely exclusively on the CE mark to guarantee machinery is safe. It is only a claim by the manufacturer that the equipment is safe. You must make your own safety checks
 - Provided with an EC Declaration of Conformity (if applicable)
 - Provided with instructions in English
- If you think that the machinery you have bought is not safe, DO NOT USE IT. Contact the manufacturer.

How can I control the risks?

Controlling the risk may mean guarding the parts of machinery and equipment that could cause injury

- use fixed guards wherever possible, properly fastened in place with screws or nuts and bolts which need tools to remove them;
- if employees need regular access to parts of the machine and a fixed guard is not possible, use an interlocked guard for those parts. This will ensure that the machine cannot start before the guard is closed and will stop if the guard is opened while the machine is operating;
- in some cases, e.g. on guillotines, devices such as photoelectric systems or automatic guards may be used instead of fixed or interlocked guards;
- check that guards are convenient to use and not easy to defeat, otherwise they may need modifying;
- Think about the best materials for guards - plastic may be easy to see through, but can be easily scratched or damaged. If wire mesh or similar materials are used, make sure the holes are not large enough to allow access to the danger area. As well as preventing such access, a guard may also be used to prevent harmful fluids, dust etc from escaping;
- make sure the guards allow the machine to be cleaned and maintained safely;
- where guards cannot give full protection, use jigs, holders, push sticks etc to move the work piece

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Lifting Equipment

This includes any equipment used for lifting or lowering loads, including attachments used for anchoring, fixing or supporting it. The range of equipment includes cranes, fork-lift trucks, lifts, hoists, mobile elevating platforms and vehicle inspection hoists. Lifting accessories are also included such as: chains, slings, eyebolts etc.

Mobile machinery

This is equipment that is used for an operator to carry out work while travelling, or when travelling from work area to another, for example: tractors, trailers, and fork-lift trucks

Anyone riding on mobile machinery needs protection from:


- Falling out of the equipment, you could fit cab guard rails, barriers, or seat restraints
- The equipment becoming unstable, you could fit wider wheels or counterbalance weights to prevent the equipment from rolling over, or fit roll-over protective structures and seat restraints
- Falling objects, you could fit object protective structures, or provide a strong cab or protective cage

Make sure machinery and equipment are maintained in a safe condition.

To control the risk you should carry out regular maintenance and preventive checks, and inspections where there is a significant risk. Some types of equipment are also required by law to be thoroughly examined by a competent person (e.g. lifts).

Inspections should be carried out by a competent person at regular intervals to make sure the equipment is safe to operate. The intervals between inspections will depend on the type of equipment, how often it is used and environmental conditions. Inspections should always be carried out before the equipment is used for the first time or after major repairs. Keep a record of inspections made as this can provide useful information for maintenance workers planning maintenance activities.

- Make sure the guards and other safety devices (e.g. photoelectric systems) are routinely checked and kept in working order. They should also be checked after any repairs or modifications by a competent person.
- Check what the manufacturer's instructions say about maintenance to ensure it is carried out where necessary and to the correct standard.
- Routine daily and weekly checks may be necessary, e.g. fluid levels, pressures, brake function, guards. When you enter a contract to hire equipment, particularly a long-term one, you will need to discuss what routine maintenance is needed and who will carry it out.
- Some equipment, e.g. a crane, needs preventive maintenance (servicing) so that it does not become unsafe.
- Lifting equipment, pressure systems and power presses should be thoroughly examined by a competent person at regular intervals specified in law or according to an examination scheme drawn up by a competent person.

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Preventing accidents for example:

Drilling machines:

- Always provide adjustable guards
- Provide adequate clamps or a suitable vice for the work piece

Make sure those operators:

- Tie back hair which may be caught in rotating spindles, chucks or tools
- Wear a suitable coverall so no loose clothing can get entangled
- Remove rings, gloves, ties or scarves which may get entangled in the machinery
- Wear eye protection to prevent swarf being thrown into unprotected eyes
- Are trained to check machinery guards and report faults promptly

Fork-lift trucks:


- Always use the correct fork-lift truck for the task
- Ensure the braking system is adequate;
- Ensure operators, supervisors and managers are adequately trained;
- Lay out the site to ensure the fork-lift truck can move safely without danger to pedestrians;
- Remove any obstructions where possible or ensure they are clearly marked;
- Fit seat restraints, where appropriate;
- Fit visibility aids such as mirrors, where appropriate

When operating a fork-lift truck:

- Avoid travelling on uneven or steeply sloping ground;
- Do not travel too fast, in particular around corners;
- Do not overload;
- Lower the load before operating the truck;
- Ensure adequate visibility to avoid collisions with pedestrians and objects;
- Protect obstacles such as support columns, pipework or other plant with impact barriers;
- Ensure each operator has site-specific instructions;
- Ensure that it is inspected and serviced at appropriate intervals and thoroughly examined by a competent person at least every 12 months or at intervals set by the competent person.

Lifting equipment provided at work is:

- Strong and stable enough for the particular use and marked to indicate safe working loads (SWL)
- Accessories should also be marked with information for safe use
- Positioned and installed to minimise any risks
- Used safely, i.e. the work is planned, organised and performed by competent people
- Subject to ongoing thorough examination, and where appropriate, inspection by competent people
- Lifting operations should be planned, supervised and carried out in a safe manner by competent people
- Where appropriate before lifting equipment including accessories is used for the first time it is thoroughly examined by a competent person

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Information on what should be included in a thorough examination is contained in INDG 339 Examination of lifts (if overseas consult your TWO)

3.3 Provide information, instruction and training and involve your workers in developing control measures that are suitable for the way they carry out the work.

Make sure that anyone using the controls is aware of how to use them (e.g. engineering controls such as guards or push sticks for wood working machinery, PPE)

- Explain to your workers and anyone else who needs to know, what the dangers are. Provide operating manuals and manufacturer's instruction, however it is poor practice to just send them a page of written information, so you must check that they understand them
- Show workers how to use control measures properly and how to check that they are working correctly
- Provide appropriate training and include experienced and inexperienced staff and don't forget temporary staff (contractors or agency staff)
- Ensure only competent workers operate machinery
- Never assume an employee can use machinery safely
- Ensure that measures are in place for supervision especially of younger people
- A permit to work system may be required to reduce the exposure time for employees see HSP 9.22 Permits to Work
- Look at HSP 9.7 Guidance on the use of Personal Protective Equipment

3.4 Employees have duties too. They should:

- Inform the employer if they identify hazardous activities or hazardous machinery
- Use the control measures provided by the employer
- Use PPE as instructed
- Take care to ensure that their activities do not put themselves or others at risk
- Report any accident, injuries near misses or dangerous occurrences

4.0 REFERENCES

- (A) The Provision and Use of Machinery Regulations 1998 (PUWER),
- (B) Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)
- (C) The Health and Safety Executive (HSE) INDG 229 Using Machinery Safely
- (D) The Health and Safety Executive (HSE) INDG 290 Simple guide to the Lifting Operations and Lifting Equipment Regulations 1998
- (E) The Health and Safety Executive (HSE) INDG 339 Examination of Lifts
- (F) The Health and Safety Executive (HSE) INDG 291 Simple guide to the Provision and Use of Work Equipment
- (G) HSE Supply of Machinery (Safety) Regulations 2008
- (H) HSP 9.3 Electricity and Electrical Equipment Safety
- (H) HSP 9.7 Personal Protective Equipment (PPE)
- (I) HSP 9.22 Permits to Work
- (J) HSP 2.0 Hazard Identification, Risk Assessment and Risk Control

Useful website: Health and Safety Executive: <http://www.hse.gov.uk>



1 Who needs to read this?

If you having maintenance, small-scale building work or other minor works carried out –you will be a client with, in the UK legal duties under the Construction (Design and Management) Regulations 2015 (CDM 2015).

CDM is about making sure that no-one is harmed during the work, and that your building is safe to use and maintain while giving you good value. Planning will help to ensure that your work is well managed with fewer unexpected costs and problems.

2 What is this about?

Although clients are not expected to actively manage or supervise the work yourself, you have a big influence over the way the work is carried out. For example you decide which designer and contractor will carry out the work, and how much money, time and resource is available. Your decisions may have an impact on the health, safety and welfare of workers and others affected by the work.

This is about choosing the right team and helping them to work together to ensure health and safety is managed.

3 What do I need to know and do?

As a client this is what you need to do.

3.1 Appoint the right people at the right time

If you will be having more than one designer and more than one contractor you will need to appoint in writing a principal designer and a principal contractor

Principal designers are required to plan, manage and coordinate the planning and design work. They ensure that all the various designers have done all they can to check that it can be built safely. (e.g. electricians, mechanical engineers, interior designers, architects, quantity surveyors, IT engineers)

Principal contractors are required to plan, manage and coordinate the construction work they will need to have discussions with the principal designer about the work.



Do you have regular meetings and safety conversations with your principal designer and principal contractor?

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3.1.1 How do you get the right people for the right job?

Professional bodies can help you choose your architect and other designers; a contractor may be a member of a trade association.

Designers and contractors should be able to give you references from previous clients for similar work.

3.1.2 Why should you comply with these client duties?

If you do not comply you are likely to fail to influence the management of health and safety on your project. This could mean that your project could be putting workers and others at risk of harm. The finished structure may not achieve good standards or be value for money.

If you don't appoint a principal designer or principal contractor you will be responsible for the things they should have done.

3.2 Make sure there are arrangements in place for managing and organising the project.

Your principal designer should understand the types of high risk work and should try and avoid them when designing the project. Your principal contractor or builder should manage the risks on site.

The biggest cause of accidents and ill health on site are:

- Falls from height
- Collapse of excavations
- Collapse of structures
- Exposure to building dust
- Exposure to asbestos
- Electricity
- Members of the public
- Traffic accidents
- Fire
- Electrical accidents
- Working in confined spaces
- Lack of suitable lighting
- Local conditions e.g. weather, flora and fauna
- Manual handling
- Noise and vibration
- Chemicals
- Working over or near water
- Poor storage of waste
- Environmental considerations (e.g. oil spills)

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You will need to discuss with your designer and builder before the build starts and throughout the build how these risks will be managed.

3.3 Allow adequate time

Allow enough time for the design, planning and construction work to be undertaken properly.

3.4 Provide information to your designer and contractor

You will need to provide information to your designer and builder about what you want built, the site, existing structures or hazards that may be present such as asbestos, overhead cables, and buried services. Your principal designer can help you gather this information.

A 'client brief' should be put together at the earliest stages and should include as much information as you have about the project plus timescales and budget. It should include information about how you expect the project to be managed and the standards for managing health and safety.

3.5 Communicate with your designer and building contractor

Communication is important as the project will only run efficiently if everyone involved communicates, cooperates and coordinates.

During the design and planning stage issues affecting what will be built, how it will be built, how it will be used and how it will be maintained when finished should be part of the discussion you have with your designer and contractor. This will avoid people being harmed or there being unexpected costs

You should also meet with your designer and contractor as the work progresses so any problems can be dealt with as soon as possible.

3.6 Ensure adequate welfare facilities on site

Check that your contractor has made arrangements for adequate welfare facilities on site before the work starts.

3.7 Ensure a construction phase plan is in place

Your principal contractor has to draw up a plan explaining how health and safety risks will be managed. This should be proportionate to the scale of the work and you should not allow work to start on site until there is a plan.

3.8 Keep the health and safety file

At the end of the build the principal designer should give you a health and safety file. If the principal designer leaves before the end of the project the principal contractor should do this.

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The health and safety file is a record of useful information which will help you manage health and safety risks during any future maintenance, repair, construction work or demolition. It should be available to anyone who needs to alter or maintain the building, and should be updated if circumstances change.

3.9 Protecting members of the public, including your employees

You need to make sure members of the public and your employees are protected from the risks of construction work.

For example you may need to re-route pedestrian access, make sure signs to your entrance are clear, protect pedestrian routes from falling objects, put netting or sheeting over the building.

3.10 Ensure workplaces are designed correctly

The workplace should meet the UK Workplace (Health, Safety and Welfare) Regulations 1992 standards.

3.11 Notifying construction projects

In the UK if construction work will last longer than 30 days with more than 20 workers working at the same time, or involving 500 person days of work you will need to notify the HSE. There may be similar requirements in your country so you will need to check.

4 Are there standards or regulations which apply?

FCO Health and Safety Policy
Construction (Design and Management) Regulations 2015

5 Where can I find further information?

HSE website: <https://www.hse.gov.uk>
HSE INDG: Need building work done? A short guide for clients on the Construction (Design and Management) Regulations 2015
HSE cis80 Construction Phase Plan (CDM 2015). What you need to know as a busy builder
HSG L153 Managing Health and Safety in Construction
HSE cis59 Provision of welfare facilities during construction work

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