

Part 2 Specification Contract Overview

Contract Reference

TTDA3720

Contract Title

Servicing of Mechanical Plant and Equipment

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1 Specification

1.1 Overall Scope and Nature of the Requirement

- 1.1.1 The Council is seeking a suitably qualified and experienced Contractor to deliver Servicing of Mechanical Plant and Equipment. This Contract will be used by
- Torbay Council
 - Tor Bay Harbour Authority
 - TDA¹ for Council assets
 - External TDA clients who have signed up to a Service Level Agreement and may have assets across the South West region, from Cornwall to Wiltshire.
- 1.1.2 The current Contract is due to end on 31 March 2021 and the purpose of this procurement exercise is to re-tender the Contract and award to a Contractor who can continue to provide the high level of service standards required.
- 1.1.3 The Contract will be managed by the TDA Property Services Team who will also utilise the Contracts to meet the Service Level Agreements they hold with their clients outside the Council, which currently include the Torbay Care Trust, the majority of Torbay Schools and other public body clients across the South West.
- 1.1.4 The Council may require the Contractor to also undertake reactive repairs. However this is ad hoc work upon request and work is not guaranteed as the Council reserves the right to go to the Maintenance Panel Arrangement (MPA) as an alternative. The MPA is a Contract set up by Devon County Council, which Torbay can utilise for reactive repairs with a value of under £25,000.

1.2 Current Buildings

- 1.2.1 The lists of assets that are covered by this Contract are provided as Part 5 Pricing Schedules and will only be provided to Applicants on receipt of a completed and signed Appendix B Confidentiality Agreement. Pricing is required for all of these assets, but not all the assets will necessarily take up the offer of this Contract. Whilst these are the current buildings they may be subject to change during the course of the Tender process and during the course of the Contract. Therefore Applicants' service offers will need to be flexible enough to meet the changing demands of the Contract.

1.3 Scope and Nature of Possible Modifications or Options

- 1.3.1 Property Services are utilising the Contracts on behalf of the Council and also for their other non-Torbay Council clients and properties. These are subject to change during the course of the Contract. Therefore the successful Contractor will be

¹ TDA is a trading name of Torbay Economic Development Company Limited, a company registered in England and Wales No. 7604855 Registered Office Tor Hill House, Union Street, Torquay, Devon TQ2 5QW

required to accommodate these changing needs. A robust negotiation process will be required to cover any modifications.

- 1.3.2 The successful Contractor will be required to travel across the South West including but not limited to Devon, Cornwall, Somerset and Dorset.
- 1.3.3 The successful Contractor will be required to be willing to vary Service provision according to the Council's needs either by variations to the original service levels/processes or by taking on new service levels/processes provided they are reasonable and fall within the overall scope of what the Contractor would reasonably be expected to be capable of delivering.

1.4 Specific Requirements

This Specification should be read in conjunction with Part 2A Technical Specification.

- 1.4.1 The Contractor must include in his tender for any incidental items whether specifically mentioned or not and which are necessary to complete the work to the true intent and meaning of this Specification.
- 1.4.2 The Contractor is to provide all labour, instruments, materials, plant, access equipment, tools and services of every description, haulage, freightage, fixing and every other requisite for the due and proper completion of the work to the complete satisfaction of the Property Team's Authorised Representative.
- 1.4.3 All workmanship and labour shall be the best of their respective kinds. The whole of the works are to be carried out in strict accordance with the Specification, and with any instructions which may be given by the Property Team's Authorised Representative from time to time during the progress of the works and to their entire satisfaction.
- 1.4.4 Any work disturbed in carrying out the Contract is to be made good by the Contractor in all trades to match the existing or adjacent work.
- 1.4.5 The Contractor will be required regularly to clear away all surplus material, plant and rubbish and always keep the premises and sites clean and tidy to the satisfaction of the Property Team's Authorised Representative.
- 1.4.6 The Contractor will be held responsible for any damage or injury caused by his workmen to the Council's property and third parties' properties.
- 1.4.7 The Contractor is required to upload onto the Tech Forge system all servicing records, job sheets, test certificates, management, technical information, guarantees or warranties and any other information as the Council may reasonably require arising from the provision of Services, in compliance with the Technical Specification.
- 1.4.8 The Contractor shall keep and maintain until three years after the Contract has been completed records to the satisfaction of the Council of all expenditures which are reimbursable by the Council.
- 1.4.9 The Contractor shall permit the Council's Auditors full access to all records and information held by the Contractor for the purposes of this Contract.

1.5 Conduct of Work

- 1.5.1 The Contractor shall arrange his work so as to avoid interference with the routine use of occupied premises and must co-operate with persons occupying or using the premises whilst he is working.
- 1.5.2 The Contractor shall protect and keep free from damage the buildings, fences, walls, roads, paths, kerbs and all other parts of the work location.
- 1.5.3 The Contractor shall remove or cover up and protect all furniture, fittings and so on if in a position affected by the works and replace or remove protection as relevant and upon completion make good any loss or damage.
- 1.5.4 The Contractor shall supply all requisite watching, lighting and barriers during the progress of the work.

1.6 Access to Premises

- 1.6.1 Where Works are undertaken under this Contract the Contractor must liaise with the relevant Premises Manager about gaining access to the Premises and shall comply with any specific requirements as to entering and leaving the Premises and in particular must observe and comply with the security arrangements of the Premises.
- 1.6.2 The Contractor's Staff whilst on the Premises must show their identity cards being either those issued by the Contractor or by the Premises.
- 1.6.3 The Contractor must ensure that none of their Staff have any contact with persons on the Premises other than with the Premises Manager or such other person as specified by the Premises Manager.
- 1.6.4 The Contractor must also liaise with the relevant Premises Manager with regard to inspecting any appropriate health and safety files, premises manuals, records or data, including, without limitation, those relating to asbestos, legionella, wiring diagrams, plumbing and drainage.

1.7 Materials

- 1.7.1 All materials to be of the specified quality, or, where no quality is specified, shall be of the best obtainable, and suitable for their respective purposes. All materials and products are to be new unless otherwise stated. Where a specification and/or Code of practice issued by the British Standards Institution is current and appropriate, all goods, materials and workmanship where practicable, shall be in accordance with that specification and/or Code of Practice.
 - 1.7.2 However, where a British Standard is appropriate, it may be substituted by a product complying with a grade or category within a National Standard of another Member State of the European Community or an internal standard recognised in the UK specifying equivalent requirements and assurances in respect of materials, safety, reliability, fitness for purpose and, where relevant, appearance. The Property Team's Authorised Representative's approval must be obtained for all
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such substitutions in advance of ordering and the Contractor must provide documentary evidence confirming that the products comply with the specified requirements. All materials shall be from a manufacturer approved by the Property Team's Authorised Representative.

- 1.7.3 Where manufacturers' or suppliers' names are given in the Specification they are given as an indication of the type, quality and performance of the materials required. The Contractor has the option to submit other makes and supplies of no less quality, performance and appearance in place thereof for the approval of the Property Team's Authorised Representative, such approval not to be unreasonably withheld. Should the Property Team's Authorised Representative not approve any items submitted for approval the Contractor shall provide any of the makes and supplies specified in this Specification without extra charge.
- 1.7.4 All old materials must be removed from site and shall become the property of the Contractor unless otherwise specified, and he is to make allowance for this when preparing his tender.

1.8 Welfare and Safety Measures

- 1.8.1 The Contractor is to provide and maintain all necessary safety measures and amenities to comply with the Health and Safety at Work etc. Act 1974 and any amendments thereto and any other applicable statutory enactments.
- 1.8.2 In addition to any required statutory compliance the Contractor is to have due regard for the welfare of transient workers and comply fully with all guidance issued by the Health and Safety Executive in this regard.
- 1.8.3 A wide number of Council projects will fall within The Construction (Design and Management) Regulations 2015 (CDM 2015 Regulations). The Technical Specification confirms whether the project is notifiable or not.
- 1.8.4 It is anticipated that the vast majority of Work will be 'Non Notifiable' to the Health and Safety Executive. The Contractor must comply with all of the CDM 2015 Regulations with the exception of Part 3.
- 1.8.5 The Contractor shall ensure that the Work is carried out in a planned and safe manner conforming to all relevant statutory requirements. The Contractor shall ensure that full protective clothing is worn within the site area of the Work.
- 1.8.6 The Contractor must comply with the Work at Height Regulations 2005. The main requirements of the regulations are, in summary, as follows:

All work at height must be properly planned, appropriately supervised and carried out safely so far as is reasonable practicable.

Work at height must only take place when weather conditions will not affect the safety of the work.

All persons carrying out work at height, including those organising, planning or supervising it, must be competent.

A risk assessment must be carried out in order to identify the need for working at height and the appropriate control measures if it is not reasonably practicable to carry out the work other than at height.

Where the work has to be carried out at height, control measures must be implanted in accordance with the following hierarchy:

- provision of a place of work or a means of access and egress which comply with the regulations;
- provision of suitable work equipment to minimise the distance and the consequence of falls.
- In selection of work equipment, priority must be given to collective protective measures, e.g. guard rails and toe boards over personal suspension equipment.
- No person must work on or near a fragile surface if it is reasonably practicable to carry out the work elsewhere.
- Measures must be taken to prevent, so far as is reasonably practicable, the fall of objects or material.
- Where there is a risk of any person sustaining injury from a falling person or object, warning signs must be posted and unauthorised entry to the area must be prevented.
- Where the safety of work equipment depends on how it is installed or assembled, it must be inspected in place before it is used.

1.8.7 The Contractor is, having assessed the risks involved, to provide adequate segregation between the Work and other areas of the Premises. The segregation is to be established, checked and maintained throughout the duration of the Work.

1.8.8 The Contractor shall ensure that all waste arising from the works is properly disposed of by a Registered Waste Carrier. The Contractor must register as a Licensed Carrier if waste is removed by the Contractor. Copies of the relevant certificates must be provided to the Property Team's Authorised Representative if requested.

1.8.9 The Contractor shall be deemed to be the owner of all waste arising from the works and shall ensure that its disposal meets with the requirements of the Planning Authority and of the Waste Disposal Authority.

1.9 Asbestos

1.9.1 The Council has compiled and maintains an Asbestos Register, which is available on each site and is usually held in main site office/reception. The Registers are also held electronically on the Council's Asset Management System provided by The Technology Forge and copies can be obtained. The Contractor must consult the Register before carrying out any work so as to prevent the disturbance of asbestos

containing materials (ACM's) or the release of asbestos fibres. It should be noted that surveys have been conducted generally under MDHS100: Type 2 survey requirements will only consider the fabric of the rooms and buildings and surveys to specific plant will not have been undertaken and will be presumed to contain asbestos containing material. In the event of any actions which may disturb unknown materials an assessment should be made of possible asbestos content.

- 1.9.2 Where works are planned at a site where there is either no detail on the Asbestos Register or the Register is incomplete the Contractor must contact the Premises Manager prior to commencing work on site to discuss arrangements for a job specific risk assessment or survey and to determine the respective responsibilities for the same.
- 1.9.3 Where known or suspected ACM's are found within the vicinity of the Work, the Contractor must advise the Premises Manager accordingly prior to commencement of the Work so that safe systems of working can be developed and agreed by both parties. Where ACM's are exposed or accidentally damaged by the Work, all work activities must cease immediately, the area sealed off and the Premises Manager advised so that remedial works can be carried out by a contractor suitably competent and licensed by the HSE to work with asbestos separate from the Contract.
- 1.9.4 In the event of any actions that may disturb materials known to contain or suspected of containing asbestos, works should be carried out in accordance with the Control of Asbestos Regulations 2006.
- 1.9.5 It is a fundamental requirement that all Contractor's Staff allocated to the Works have received sufficient Asbestos Awareness training appropriate for their trade and profession as detailed in Regulation 10 of the Control of Asbestos Regulations 2006. Additionally all Contractors Staff allocated to the Works are required to make themselves familiar with Torbay Council and TDA procedures and available information on site.
- 1.9.6 Where any previously unidentified suspected asbestos containing materials are discovered these are to be reported to the Council's Authorised Representative and instructions sought on how to proceed.
- 1.9.7 When attending premises the Contractor shall be required to follow the Council's procedures in relation to the management of asbestos for Council controlled premises.

1.10 Repair or Breakdown Work

- 1.10.1 By entering into this Contract the Council makes no guarantees or representations as to the level of repair work that the Contractor will be instructed to undertake arising out of any servicing activity, breakdown or callout.
- 1.10.2 The Contractor acknowledges that the Council may decide to utilise an alternative procurement method in respect of all repair works which fall outside of the scope of the Contract.

1.11 Contract Pricing

- 1.11.1 **Please note:** The extent and value of work in the Pricing Schedule is for tender evaluation purposes and does not constitute any contractual commitment.
- 1.11.2 The prices inserted in the Pricing Schedule are deemed to include all costs of labour, plant, access, testing and inspection, materials, plant, travelling, and all overheads and profit required to fulfil the Contract.
- 1.11.3 The value of any variations will be fixed by the Council's Authorised Representative based on similar items in the Pricing Schedule.
- 1.11.4 The Council reserves the right to add or omit properties and/or installations as it deems necessary throughout the term of the Contract.

1.12 Contractor Requirements

- 1.12.1 The successful Contractor must meet the relevant accreditations or equivalents and comply with the latest legal requirements and best practice as set out in Appendix C Accreditations and Compliancy.
- 1.12.2 The successful Contractor must be able to demonstrate stability and innovation, technical capacity and the ability to deliver the services competitively and have the ability and willingness to be flexible and co-operative when implementing business change and work collaboratively with the Council to continuously improve and eliminate waste and non-value adding activity.
- 1.12.3 Sub-Contracting – The successful Contractor is able to sub-contract up to 15% for the Service in order to cover work peaks and troughs. Written confirmation must be sought from the Council if more than 15% sub-contracting for the service is required at any time.
- 1.12.4 If the successful Contractor intends to sub-contract they must have a suitable policy in place which covers how Sub-Contractors are selected, how their work is monitored for quality and how the Contractor ensures subcontractors are paid within 30 days. It must also include a procedure to ensure sub-contractors and any other Contractor with whom they are working comply with health & safety arrangements, risk/COSHH assessments and safe systems of work and how they will meet the requirements of the Service Level Agreement.

1.13 Staffing Requirements

- 1.13.1 All Contractors must have the required suitable qualifications, accreditations and insurances in order to work on this Contract.
- 1.13.2 Suitable Health & Safety accreditation is one of the requirements for the Contract. Any Contract award will be conditional on Health & Safety accreditation being in place.
- 1.13.3 As this Contract requires work to be undertaken in Schools or in Social Care settings with vulnerable adults, the Contractor's staff may be required to have enhanced DBS checks. It is a requirement that a suitable number of staff that will be

working on the Contract are or will be enhanced DBS checked at no cost to the Council. This covers the possibility that a School or Social Care setting requires a Contractor to have an enhanced DBS check before they are allowed to work on site.

- 1.13.4 The Council highlights that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in relation to the current Contractor's staff.
- 1.13.5 **Please note:** In order to obtain the base data of staff who will or may transfer under TUPE (Appendix D TUPE Employee Data) Applicants are required to complete and return a Confidentiality Agreement (Appendix B) through the e-tendering portal's messaging facility, at the earliest opportunity in the tender process.
- 1.13.6 The Contractor shall indemnify the Council against all expenses arising out of any claim made by any employee or former employee of the Authority or existing provider (who, as a result of the operation of TUPE, or subsequent amendments, transferred to the employment of the Contractor) or by the existing Contractor, which results from any act or omission of the Applicant.
- 1.13.7 The Contractor shall not bring any claim against the Council in connection with TUPE or any subsequent amendments to such regulations.
- 1.13.8 Where TUPE is considered to apply to this Contract:
- (a) The successful Applicant should be mindful of the uncertainty of the situation for the staff who may transfer and that any anxiety from staff can be transferred to the people who are in the Service.
 - (b) Depending on the details of the transfer, all or only part of a team may be transferring. To alleviate anxiety the successful Applicant is required to clarify as soon as possible who is transferring.
 - (c) The successful Applicant should ensure communications and transfer of information are accurate, open and as timely as possible, so the transfer process is smooth and transparent for staff.
- 1.13.9 The Council cannot guarantee the accuracy of the information provided by the outgoing provider and advises Applicants to seek their own advice in relation to TUPE matters.

1.14 Quality of Service Requirements

- 1.14.1 The successful Contractor shall work with the Property Services Team in the running of the Contract. Detailed arrangements are provided in the Technical Specification.
- 1.14.2 In accordance with the Service Level Agreement a programme of works will be overseen by the Property Services Team who will liaise with the Contractor. The

programme will involve testing, inspecting and servicing requirements and frequencies for each building.

- 1.14.3 The Property Services Team will ensure that all of the services undertaken under the Service Term Contracts by the successful Contractors are in accordance with the relevant statutory requirements, technical standards and regulations.
- 1.14.4 The Property Services Team shall continually monitor the performance and competencies of the successful Contractors and will ensure all Contractors have the required suitable qualifications, accreditations and insurances.
- 1.14.5 It is envisaged that the successful Contractor will have suitable Quality Management Systems in place.

1.15 Mandatory Requirements

1.15.1 The following are mandatory requirements:

- a) Sub-Contracting – Maximum 15% sub-contracting unless written permission has been sought and obtained from the Council;
- b) Accreditations and Compliancy – The successful Contractor must hold and provide evidence of the required accreditations and comply with the latest legislation and best practice;
- c) Enhanced DBS Checks – All staff who will be working on the Contract and attending sites must have an enhanced DBS check at no cost to the Council; the name of the employee, DBS number and date of the DBS check will be provided;
- d) Flexible Service - The successful Contractor must agree to provide a flexible service that meets the changing needs of the Council. The number of buildings may increase or reduce during the course of the Contract;
- e) TUPE – The successful Contractor must agree to abide by TUPE regulations if it is relevant;
- f) Invoicing - The successful Contractor must agree to abide by the Invoicing requirements;
- g) Performance Management Requirements – The successful Contractor must agree to abide by the requirements set out in the running of the Contract;
- h) The Contractor must attend training on the Council's Asset Management System provided by The Technology Forge, and provide reporting through the system in accordance with the requirements of the Technical Specification, where required.
- i) The Contract Manager responsible for delivery of this Contract must be technically competent and responsible for the quality standards on all certificates and documentation submitted to the Authority.

1.15.2 Brexit Preparations

1.15.3 Given some of the recent experiences during the COVID-19 pandemic, the Contractor is expected to ensure continuity of supply and control and communication within their supply chain and to guard against their supply chain breaking down or materials and products becoming unavailable or limited in stock.

1.16 Invoicing Requirements

1.16.1 The successful Contractor must agree to the following regarding invoicing:

- a) Invoices will need to be generated to two possible accounts, either Torbay Council or TDA, depending on where and in whose building the Contract work is being undertaken. A list of buildings attributed to each account will be provided.
- b) Invoices for TDA must be in the name of TEDC Ltd.
- c) One invoice should be submitted for each account (Torbay Council and TDA) on a monthly basis and must contain the following:
 - The period the servicing covers;
 - The sum total of the servicing costs;
 - An itemised list of costs per site;
 - Any substantiating paperwork (that is, service sheets) including the date the servicing took place.
- d) One invoice should be submitted for each account (Torbay Council and TDA) on a monthly basis for any reactive repairs undertaken. Invoices must contain the following:
 - The sum total of these reactive repair costs;
 - An itemised list of costs per site;
 - Any substantiating paperwork (that is, repair sheets) including the date the repairs took place.
- e) The invoices must be emailed to PropertyServicesHelpdesk@tda.uk.net
- f) All invoices must be received on a timely basis. As an example, if the servicing is for June, the Contractor must submit one invoice for each account no later than 15 July.
- g) Payment terms are 30 days from the receipt of an undisputed invoice in the correct format and bearing a valid purchase order number.

1.17 Management Information

1.17.1 Applicants should, by way of ongoing Contract performance, be prepared to produce management information. The exact format and duration will be agreed between the Contractor and Authority Authorised Representative. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Council. This will be at no cost to the Council.

1.18 Contract and Performance Review Requirements

1.18.1 Contractors have a duty to ensure that any person who carries out a task, as part of their Contract, is competent.

1.18.2 The Contract will be performance managed through the use of Contract Management Meetings. However, to assist with performance management, the following will be put in place:

- a) Breach of Service Level of Agreement – if there has been a breach in the SLA due to not meeting the terms, response times for example, this may result in the Contractor not being able to charge for that service for that specific element. If this occurs an Action Notice will be issued, please see point c) below;
- b) Remedial works completed at the Contractor's expense - if it is deemed that the works have arisen due to a fault by the Contractor;
- c) Action Notices will be issued - Step in Rights will be set up to cover the circumstance where the Council reasonably believes that it needs to take action where there is a breach in the Contract. The Contractor will be invoiced for works undertaken by the Contractor engaged under Step in Rights.

1.18.3 The successful Contractor must agree to attend Contract Management meetings at a Torbay Council or TDA office at a frequency required by the Contract administrator and at least every six months, the cost of attendance must be covered by the Contractor and must not form part of the pricing for the Contract.

1.19 Additional Requirements

The Council may require the Contractor to undertake reactive repairs. However this is ad hoc work upon request and work is not guaranteed as the Council reserves the right to go to the Maintenance Panel Arrangement (MPA) as an alternative.

1.20 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Council. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

1.21 Social Value, Sustainability, Environmental Considerations

The Authority is seeking a Provider who will add value to the Contract by providing additional community benefits which support the Council's ambitions for a prosperous and healthy Torbay, as identified in the Community and Corporate Plan 2019-23:

<https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>

The Applicant will be expected to consider the following key areas:

- Employment opportunities in Torbay;
- Apprenticeships;
- Local supply chains;
- Locally sourced materials where possible;
- Engagement with Torbay Schools and Colleges;
- Any other Social Value considerations.

In relation to Sustainability and Environmental Considerations the Applicant will be required to maintain compliance with WEEE Regulations where appropriate and effectively manage the Contract to achieve:

- Minimising the impact on the environment;
- Noise reduction;
- Sustainable disposal of unwanted consumables and waste;
- Recycling and minimising landfill/incineration;
- Management of equipment at end of life.

1.22 Availability of the Contract

The Contract will be used by Torbay Council for Council buildings and Tor Bay Harbour Authority assets and by TDA for TDA assets and other public body assets where managed by TDA as Agents for those public bodies.