



Volume Two (2) Applicant's Offer

Request for Quotation (RFQ)

Reference Number: 1949

Contract for: SUPPORT OF THE HVAC
CONTROLS AND BEMS SYSTEM TERM
CONTRACT 2020 AT VARIOUS
LOCATIONS MANAGED BY
TEIGNBRIDGE DISTRICT COUNCIL.

Return date/time: 12 noon on 14 February 2020.

Name of Applicant:

Date:

This document must be completed and returned in the published
format. Failure to comply with this instruction may result in your
Submission being discounted

Contents

PART A

Basic Contract Information	3
----------------------------------	---

Section 1 – Instructions for Completion	4
---	---

1.1 Quote Enquiries	5
---------------------------	---

1.2 Quote Format	5
------------------------	---

1.3 Quote Submission Procedure	5
--------------------------------------	---

1.4 Quote Validity Period	5
---------------------------------	---

Section 2 - Quote Timetable	5
-----------------------------------	---

Section 3 - Evaluation Approach	6
---------------------------------------	---

3.1 Evaluation Criteria	6
-------------------------------	---

3.2 Selection Criteria	6
------------------------------	---

3.3 Award Criteria	6
--------------------------	---

3.4 Commercial / Price Evaluation	6
---	---

3.5 Quality Assessment Evaluation	7
---	---

3.6 Negotiations	8
------------------------	---

3.7 Notification of Award	8
---------------------------------	---

PART B Quote Return

Section 4 - Quote Completion Documentation	10
--	----

4.1 Selection Criteria	10
------------------------------	----

4.2 Financial Matters	10
-----------------------------	----

4.3 Selection Questionnaire	10
-----------------------------------	----

Section 5 - The Specification	16
-------------------------------------	----

Part A Contract Conditions and Preliminaries

Part B Preambles

Section 6 - The Pricing Document	17
--	----

Part One General

Part Two Pricing Framework

Part Three Schedule of Rates

Part Four Day work Rates

Summary Page

Appendix A Location List

Appendix B Pricing Framework

Section 7 - The Quality Assessment.....	18
---	----

PART C

Schedule 1 - Form of Quotation and Declarations	19
---	----

Schedule 2 – Certificate of Undertaking and Absence of Collusion or Canvassing

Schedule 2 – Certificate of Confidentiality

Schedule 3 – Commercially Sensitive Information.....	20
--	----

PART D

Appendix C - Terms and Conditions of Contract for Services	20
--	----

Appendix D - Defined Terms	21
----------------------------------	----

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

PART A - INVITATION TO QUOTE AND INFORMATION FOR APPLICANTS

Basic Contract Information	
Contract Title	Support of the HVAC controls and BEMS system term contract 2020 at various locations managed by Teignbridge District Council. Ref Number: 1949
Contract Length	Five years.
Basic Description of Services	Inspection, service and maintenance of BEMS controls and Siemens Desigo Insight software including the provision of ad hoc continuous technical support and possibly training etc.

Section 1 – Instructions for Completion

This document consists of four parts –

Part A: instructions, timetable and evaluation criteria. There are no sections for the Applicant to fill in in this section.

Part B: must be returned by the Applicant. There are various sub-sections which must be filled in.

Part C: must be returned by the Applicant. Includes schedules for commercially sensitive information, the form of quotation and declarations.

Part D: the Appendices include a glossary. There are no sections for the Applicant to fill out in this section.

Any information relating to the Council and supplied by the Council shall be kept by the Applicant in strictest confidence.

Applicants are advised that the Council is not bound to accept the lowest quote submitted, nor to reimburse any expense incurred during the process.

The Council reserves the right to award the business in whole to one Applicant, in part to more than one Applicant or to make no award at all.

1.1 Quote Enquiries

All enquiries and clarifications should be directed to the Authorised Officer shown below and no later than **seven** days before the due date for the return of quotes:

Authorised Officer Details	
Name:	Daron Hand
Telephone Number:	01626 215461
E-mail	daron.hand@teignbridge.gov.uk

Where this RFQ has been released using ProContract, enquiries and clarifications should be directed through the portal.

Applicants are advised that where such enquiries have been made, and it is appropriate to do so, the Council will distribute to all Applicants a copy of the enquiry and the written reply, with anonymity preserved.

1.2 Quote Format

All Quotes must be written in English and costs submitted are to be presented in Pounds Sterling, exclusive of VAT, but inclusive of all other costs where not stated in the Pricing Document.

Where details are provided by the Applicant in literature that they submit in connection with the Quote, they must ensure that clear cross references are given to the Council.

1.3 Quote Submission Procedure

Electronic submissions of documents should be uploaded via the website www.supplyingthesouthwest.org.uk. Where submitting electronic copies of schedules requesting signatures, the authorized director signatories' names printed in the relevant signature box will be acceptable.

In the event that Applicants believe that they are unable to submit a Quote through the electronic system or require assistance they must contact the support desk on the following:

By email: ProContractSuppliers@proactis.com or going directly to <http://proactis.kayako.com/default>

By telephone: 01670 597137. This line is available between 08:30 and 17:00 Monday to Friday (excluding English bank holidays) and must be reserved exclusively for time-sensitive issues.

1.4 Quote Validity Period

Quotes must remain valid for acceptance for a period of three months from the Quote return date.

Section 2 - Quote Timetable

This procurement will follow a clear, structured and transparent process at all times, to ensure that all Applicants are treated equally. The key dates for this procurement (Timetable) are currently anticipated to be as follows:

Stage / Action	Date
Issue RFQ documents	10 January 2020
Closing date for submissions in response to this document.	14 February 2020
Evaluation of submissions	18 February 2020
Negotiations	TBC
Decision and notification to suppliers	21 February 2020
Contract start	1 April 2020

Section 3 - Evaluation Approach

3.1 Evaluation Criteria

Bids will be evaluated in two parts:

1. Selection Criteria (if applicable). Some of these sections may not apply to this RFQ, and a note will be made against any of those which do not apply in this instance. This is Section 4.
2. Pricing Document and Quality Assessment (if applicable). These are Sections 6 and 7.

The first element the Council will evaluate is the Selection Criteria (if applicable). Applicants not satisfying the elements of the RFQ will, at the discretion of the Council, be excluded from the remainder of the evaluation process and their bid shall not be considered further.

Applicants who satisfy the Selection Criteria (if applicable) will have the remainder of their bid evaluated in accordance with the remainder of Section 3.

3.2 Selection Criteria

The evaluation methodology for the Selection Criteria's is as outlined below:

Selection Questionnaire	
Section	Evaluation Methodology
1.1 Potential supplier information 1.2 Bidding model 1.3 Contact details and declaration	Information only, this section is not evaluated
2.1 Grounds for mandatory exclusion	Pass/Fail
3.1 Economic and Financial standing	Pass/Fail
4.1 Technical and Professional ability	Scored
5.1 Insurance	Pass/Fail
6.1 Health & Safety	Pass/Fail
6.2 Environmental Management	Pass/Fail
6.3 Compliance with Equality legislation	Pass/Fail

Pass / Fail Questions

- These criteria will be scored on a pass / fail basis. In the event of an Applicant being awarded a fail against any of these criteria the Applicant may be excluded from the process and the remainder of the Quote may not be evaluated.

Scored Questions

- Where sections are scored as being '**Good**', '**Adequate**' or '**Poor/Not Complete**', the following definitions will apply:

Definition	Score	Criteria
Good	3	Full response given with good detail and evidence
Adequate	2	Partial response, basic detail with some gaps
Poor/Not complete	0	A limited, or non-complete response

Consortia, Unincorporated Joint Ventures and Subcontracting Applicants

Where the Applicant has completed the Selection Criteria and that Applicant is made up of a Lead Organisation and Relevant Organisation(s) the following will apply (unless stated otherwise within the relevant section):

- For Pass/Fail modules all Relevant Organisations will be required to pass all modules unless an adequate justification is provided by the Relevant Organisation or the Lead Organisation which is satisfactory to the Council

3.3 Award Criteria

The Award Criteria for this RFQ is:

Price/Commercial	80%
Quality	20%

Evaluation Criteria Breakdown		Means of Evaluation	
		Sub Criteria	Main Criteria
Criteria: Quality			20%
Sub-Criteria	N/A		
Sub-Criteria	N/A		
Criteria: Price			80%
Sub-Criteria	N/A		
Sub-Criteria	N/A		

3.4 Commercial / Price Evaluation

The commercial element of the evaluation will be carried out after Applicants have been selected using the Selection Criteria. Only those Applicants satisfying the Selection Criteria's requirements will have their commercial submission evaluated.

The Pricing Document contains the details and requirements relating to the price element of this RFQ. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc. for the Applicants to return as part of their quote submission.

The Applicant's price will be scored on a comparative basis.

Scoring System

Lowest price submitted from all Quotes receives maximum % score (80%). Other Applicants prices are scored in accordance with the following equation:

$$\% \text{ Score} = \frac{\text{Lowest Quoted price}}{\text{Applicant's price}} \times 80\%$$

3.5 Quality Assessment Evaluation

Pass / Fail Questions

- These criteria will be scored on a pass / fail basis. In the event of an Applicant being awarded a fail against any of these criteria the Applicant may be excluded from the process and the remainder of the Quote may not be evaluated.

Scored Questions

- These modules contain questions relevant to the procurement in question, the responses to which will be evaluated and scored. The module may be assessed and scored as a whole, or each individual question will be evaluated and scored. The sum of those scores will give a total score for that module. Please refer to each module's introduction for full details. Scores will be awarded from 0-10 as defined by the scoring system set out below:

Score 0	No response	No response	
Score 1	Extremely Weak	Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage	Weak
Score 2	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage	
Score 3	Weak	Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage	

Score 4	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it	Fair - Good
Score 5	Fair - Average	Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level	
Score 6	Fair - Above Average	Satisfactory proposal/response, would work to deliver the majority of the Authority's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements	
Score 7	Good	Good proposal/response that convinces the Authority of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail	
Score 8	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail	Strong - Excellent
Score 9	Very Strong	Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	
Score 10	Outstanding/Excellent	Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided	

3.6 Negotiations

Following evaluation, the Council reserves the right to enter into negotiations with the Applicants on all or some elements of their Quote.

The Council shall conduct the negotiation for the purposes and with the aim of:

- Identifying the best Quote in order to award the Contract
- Adapting the Quote to the requirements specified in the RFQ Documents

During negotiations the Council shall ensure equal treatment among the Applicants. Negotiations may be conducted by telephone or in a face to face meetings. If a face to face meeting is required then these meetings will be treated as confidential between the Council and the individual Applicant. A formal record will be taken of the meeting.

3.7 Notification of Award

The Council will notify all Applicants of the Council's award decision.

PART B – QUOTE RETURN

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

Section 4 - Quote Completion Documentation

4.1 Selection Criteria

Explanatory Notes

Applicants are required to complete all questions in this section which have space for answers. Some sections refer to criteria which are not applicable to this RFQ. This will be clearly marked with "Not Applicable to this RFQ", and you are not required to answer these sections.

All responses provided must be clearly referenced to the questions to which they relate. Copies of certificates or policies will need to be provided by the successful supplier before any contract or purchase order is placed with them.

All applicable sections of the following Selection Criteria must be completed. Failure to do so may result in your submission being excluded from further evaluation. Where the answer is a statement of fact, it must be accurate and supported by documentary evidence as appropriate. It is the Applicant's responsibility to ensure that the Council is not misled.

It is the responsibility of the Applicant to inform the Council of any matter that may affect the Applicant's continued qualification.

4.2 Financial Matters

The Council will carry out a financial check on the Applicant. This will take the form of a review of the Applicant's accounts available from Companies House. If company accounts are not available then the Council will carry out a financial check on the information available as identified in Section 3.1. The Applicant will be awarded an overall pass or fail mark based on the Council's professional judgement. This professional judgement will be provided from the Council's finance team.

Any additional information provided should be clearly referenced to the question number in your submission.

4.3 Selection Questionnaire

Part 1: Potential supplier information

NOTE TO APPLICANT: Part 1 must be completed but will not be scored

Section 1.1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Please mark 'X' in the relevant box to indicate your trading status	a) a public limited company

		b) a limited company	
		c) a limited liability partnership	
		d) other partnership	
		e) sole trader	
		f) other (please specify)	
1.1(d)	Date of registration in country of origin		
1.1(e)	Company registration number (if applicable)		
1.1(f)	Charity registration number (if applicable)		
1.1(h)	Registered VAT number		
1.1(k)	Trading name(s) that will be used if successful in this procurement		
1.1(l)	Please mark 'X' in the relevant box to indicate whether any of the following classifications apply to you	a) Voluntary, Community and Social Enterprise (VCSE)	
		b) Small or Medium Enterprise (SME)	
		c) Sheltered workshop	
		d) Public service mutual	
Please provide the following information about your approach to this procurement.			
Section 1.2	Bidding model		
Question number	Question	Response	
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Please indicate your answer by marking 'X' in the relevant box.	
	If yes, please provide details listed in questions below.	Yes	No
1.2(a) - (ii)	Name of group of economic operators (if applicable)		
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.		

1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors? If yes, please provide details listed in questions below.	Yes	No
	Name of sub-contractors (if applicable)		
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables:		
	The approximate % of contractual obligations assigned to each sub-contractor:		

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1.3	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion grounds

NOTE TO APPLICANT: this section must be completed and will be evaluated as a whole on a Pass or Fail basis. The section will be marked as a 'Fail' if "Yes" is answered to question 2.1(a) and 2.2(a) and satisfactory evidence of self-cleaning is not detailed in your response to question 2.1(b) and 2.2(b).

Section 2.1	Grounds for mandatory exclusion	
-------------	---------------------------------	--

Question number	Question	Response														
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage .	Please indicate your answer by marking 'X' in the relevant box.														
		<table border="1"> <thead> <tr> <th>Yes</th><th>No</th></tr> </thead> <tbody> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> </tbody> </table>	Yes	No												
	Yes	No														
Participation in a criminal organisation																
Corruption																
Fraud																
Terrorist offences or offences linked to terrorist activities																
Money laundering or terrorist financing																
Child labour and other forms of trafficking in human beings																
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.															
Section 2.2	Grounds for discretionary exclusion															
Question number	Question	Response														
2.2(a)	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	Please indicate your answer by marking 'X' in the relevant box.														
		<table border="1"> <thead> <tr> <th>Yes</th><th>No</th></tr> </thead> <tbody> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> </tbody> </table>	Yes	No												
	Yes	No														
Breach of social obligations?																
Breach of labour law obligations?																
2.2(b)	If you have answered Yes to question 2.2(a), explain what measures have been															

	taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)			
Part 3: Selection questions				
Section 3.1	Economic and financial standing			
Question number	Question	Response		
3.1		Please indicate your answer by marking 'X' in the relevant box.		
		Yes	No	
	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following:			
	(a) A statement of the turnover, Profit and loss Account/income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.			
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.			
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).			
Section 4	Technical and professional ability			
4.1	<p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Services contracts may be from the past five years.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>If you cannot provide examples see question 4.2</p>			
		Contract 1	Contract 2	Contract 3

Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Contract Start date			
Contract completion date			
Estimated contract value			
Description of contract 1:			
Description of contract 2:			
Description of contract 3:			
4.2	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.		
Response:			
Section 5	Additional questions		
5.1	Insurance		
Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below (Please indicate your answer by marking 'X' in the relevant box):		Yes	No
Employer's (Compulsory) Liability Insurance = £5,000,000 minimum			
Public Liability Insurance = £5,000,000 minimum			
Professional Indemnity Insurance = £N/A		N/A	N/A
Product Liability Insurance = £N/A		N/A	N/A
* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.			

Section 6	Project Specific Questions		
6.1	Health & Safety	Yes	No
Please self-certify whether your organisation holds valid Safety Schemes In Procurement (SSIP) or equivalent certification			

Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.			
<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p>			
6.2	Environmental management	Yes	No
Please self-certify that your organisation has an Environmental Management Policy that complies with current legislative requirements.			
<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p>			
6.3	Compliance with Equality legislation		
Please self-certify that your organisation has an Equality and Diversity Policy that complies with current legislative requirements.			
<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p> <p>If “yes”, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p>			
<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If “yes”, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p>			

Section 7 Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... (Insert name of supplier).

I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the Authority's requirement.

The following appendices form part of our submission;

Section of Selection Questionnaire		Appendix number
SELECTION QUESTIONNAIRE COMPLETED BY		
8.1	Name	
8.2	Role in organisation	
8.3	Date	
8.1	Signature	

Section 5 The Specification

CONTRACT DOCUMENTATION

CONTENTS

Part A: Contract Conditions and Preliminaries

Part B: Preambles

Appendix A: Location List

Appendix B: Pricing Framework

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

PART A

**CONTRACT CONDITIONS
AND PRELIMINARIES**

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

1. CONTRACT CONDITIONS AND TENDER INSTRUCTIONS

1.1 These Contract Conditions and Tender Instructions form part of the Tender Documentation which shall govern the agreement between the Council and the Contractor for the provision of the Work.

1.2 The Contractor will be required to enter into a formal contract with the Council.

1.3 In the event of a conflict between these Contract Conditions and provisions in another part of the Tender Documentation then these Contract Conditions shall prevail.

2. DEFINITIONS

2.1 In these Contract Conditions the following expressions shall have the following meanings:

“Project Manager” means the person nominated or an authorised representative to act on behalf of the Council and notified to the Contractor;

“Contractor” means the successful Tenderer appointed by the Council to carry out the Services;

“Contract Start Date” means **1 April 2020**;

“Contract Termination Date” means **31 March 2025**;

“Contract Period” means five years from the Contract Start Date;

“Council” means Teignbridge District Council or its successor;

“Equipment” means the BEMS system and HVAC plant and other building services equipment at the Locations;

“Locations” means those Council owned properties and installations set out in clause 4 and more particularly described in Appendix A;

“Tender Documentation” means the Volume One Instructions and Information and Volume Two Applicant’s Offer including Appendix B_BEMS Pricing Framework_1949 and any other associated document with this Tender;

“Tenderer” means a person or company who submits a tender to the Council for the Services;

“TUPE Regulations” means the Transfer of Undertakings (Protection of Employment Regulations 2006” or any statutory amendment modification or replacement thereof; and

“Services” means the inspection, service, maintenance, testing, certification and repair of the equipment to be undertaken by the Contractor in accordance with the specification set out in the Contract and the Appendices and subject to the provisions elsewhere in the documentation.

- 2.2 All agreements on the part of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties.

3. REPRESENTATIVES

- 3.1 The parties shall act through designated representatives.
- 3.2 The Project Manager is Daron Hand, Group Building Surveyor, who can be contacted on 01626 215416 or daron.hand@teignbridge.gov.uk or an authorised and nominated member of the Council.
- 3.3 The Contractor shall nominate a representative and advise the Council of the name and contact details in its tender submission.
- 3.4 The Contractor’s nominated person will also be required to attend meetings when necessary as arranged by the Project Manager.

4. SERVICES AND LOCATIONS

- 4.1 The Services can be split into three categories:
- 4.1.1 service and maintenance of the equipment at all Locations;
 - 4.1.2 under take a programme of planned maintenance, where applicable;
 - 4.1.3 provision of ad hoc technical support to Council staff.

- 4.2 The Services shall be undertaken at the following Locations:

- Butter Market/Food Hall, Newton Abbot
- Dawlish Leisure Centre
- Dawlish All Weather Pitch
- Forde House Office Complex, Newton Abbot

- Newton Abbot Leisure Centre
- Newton Abbot Multi Story Car Park
- The Den Wet Play Teignmouth
- Decoy Park Wet Play Newton Abbot
- The Lido Outdoor Pool, Teignmouth

4.3 Further details for these Locations are included in Appendix A and B.

5. COMMENCEMENT AND TERM

5.1 The Contract shall commence on the Contract Start Date and end on the Contract Termination Date.

5.2 The Contract Period shall be for **FIVE** years subject to year on year satisfactory ongoing Contractor performance.

6. INSPECTION OF THE EQUIPMENT

6.1 Within 60 days of the Contract Start Date the Contractor shall undertake a full service of the Equipment at all the Locations.

7. PROGRAMME OF SERVICES

7.1 The pricing for the Services shall include all aspects of the Contract Document.

7.2 A programme of work is to be provided to the PM a week before the Contract Start Date.

8. IMPLEMENTATION OF PLANNED MAINTENANCE

8.1 The Contractor shall commence servicing in accordance with the agreed and approved service programme.

8.2 The Contractor shall provide and leave a backup copy of the software in a format approved by the Project Manager.

8.3 All servicing certificates shall be counter signed by a responsible person nominated by the Project Manager and notified to the Contractor at each Location (where possible) to confirm attendance and completion of the Services at that Location.

8.4 Each inspection and maintenance certificate is to include or be accompanied by an appended form providing details of the manufacturer information, size / capacity, age, last test date, action taken at time of visit, recommended action and any other pertinent remark or observation.

- 8.5 The Contractor shall update the existing site based log book if present and appliance labels. If a site log book cannot be found the Contractor is to provide a new book and commence recording servicing and remedial action taken thereafter.
- 8.6 During the Contract Period the Project Manager may require a component, equipment or part of an installation to be serviced, repaired or renewed on an ad-hoc call-out / reactive basis outside the approved programme of servicing. All call-out / reactive Services shall be carried out in accordance with the terms and Tender Documentation.
- 8.7 Instructions for all call-out / reactive Services will be confirmed by a computer-generated official work order issued by the Council to the Contractor setting out the work requirement and its location. All call-out Services shall be completed within the target completion date shown on the official work order. Work instructions released on an emergency basis will initially be by verbal instruction from the Project Manager or another Council authorised officer and followed up shortly afterwards by a formal official work order.
- 8.8 The Council's Location site reference number in Appendix A is to be used by the Contractor in all invoices and correspondence to denote the location for all Services.
- 8.9 The Services shall be carried out during normal working hours namely 08:00 to 17:00. No operation which by its nature requires inspection prior to and during the course of its execution shall be carried out outside normal working hours unless adequate notice is first given to the Project Manager and in turn the building management or occupier.

9. EMERGENCY SERVICES

- 9.1 Any instruction released on an emergency basis will require an immediate Contractor attendance within 24 hours or if contacted before 12pm the same day working day. Emergency work instructions shall be initiated by a verbal instruction from the Project Manager or another Council authorised officer, or the Council standby service and confirmed shortly afterwards by an official work order.

10. THE CONTRACTOR'S OBLIGATIONS

Performance

- 10.1 The Contractor will undertake the Services in accordance with the terms and conditions of the Tender Documentation.
- 10.2 The Contractor shall ensure that the Services are carried out by a sufficient number of suitably qualified and experienced staff who will act with due skill and care and comply with any relevant British Standards and / or other relevant and impacting legislation or regulatory control to the satisfaction of the Contractor Administrator.
- 10.3 The Contractor shall at all times during the Contract Period provide and maintain sufficient equipment, transportation, materials and consumables etc. as are required to carry out the Services in its entirety.

Compliance

- 10.4 The Contractor shall comply with all relevant legal provisions, whether in the form of Orders, Regulations, Statutes, Statutory Instruments, Codes of Practice, Bylaws, Directives or the like, to be observed and performed in connection with the execution of Services including the loading and unloading of vehicles on the highway, and shall indemnify the Council accordingly against any loss or damage caused by non-compliance with such legal provisions.
- 10.5 In particular the Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992, the Electricity at Work Act 1989, Working at Height Regulations 2005, Construction (Design and Management) Regulations 2015 and any other legal provisions pertaining to the various industries engaged in connection with the Services and to the Health and Safety of its own staff, the Council's employees and others who may be affected by its execution of the Services.
- 10.6 The Contractor shall present to the Project Manager a full Company Health and Safety Policy, Plan of Works including Risk Assessments to the Council prior to the Contract Start Date of the Services.
- 10.7 The Contractor acknowledges that performance of the Contract may require some of its staff to come into contact with children, vulnerable persons or other members of the public, towards whom the Council owes a duty of care. The Project Manager reserves the right to request the Contractor to remove and replace a member of the Contractor's staff from a Location if the Project Manager has a reasonable concern regarding the conduct of the member of staff. The Council recommends that the Contractor reads the Council's Safeguarding Children Policy for further advice.

- 10.8 The Contractor shall provide a means of identification to all persons acting on its behalf and engaged in the Services, in a form approved by the Project Manager, and shall require its employees to wear and keep visible such identification at all times whilst on Council premises.

Insurance

- 10.9 The Contractor shall effect and maintain that it has the following types and amounts of insurance cover with a reputable insurance provider:
- 10.9.1 Public Liability (Third Party) insurance with a minimum limit of indemnity of £5,000,000 (Five million pounds);
- 10.9.2 Employers' Liability insurance to comply with statutory requirements with a minimum limit of indemnity of £5,000,000 (Five million pounds) in respect of any one act or occurrence or series of acts or occurrences in any one year.
- 10.10 The Contractor shall satisfy the Council that it has the required insurances prior to the commencement of the Services and shall provide to the Council upon request copies of the policies.
- 10.11 Failure to maintain valid insurance cover for the duration of the Contract Period and failure to provide the Council with evidence of such cover will constitute a material breach of the Contract which will entitle the Council to terminate with immediate effect.

Assignment and Sub-contracting

- 10.12 The Contractor shall not assign this Contract.
- 10.13 The Contractor shall not sub-contract any part of the Services without the prior written consent of the Project Manager such consent not to be unreasonably withheld or delayed. Notwithstanding such consent, the Contractor shall continue to be liable for performance of the Services and shall be responsible for the acts, omissions and breaches of any sub-contractor as fully as if they were the Contractor's own.
- 10.14 If consent is given to the Contractor to sub-contract parts of the Services the Contractor shall ensure that the sub-contractor has the same level of insurance cover specified above and will provide to the Council evidence of such policies.

Agency

10.15 The Contractor is not and shall in no circumstances hold itself out as being the servant or agent of the Council for any purpose other than those expressly conferred to by this Contract.

Advertisement

10.16 No advertisement of any description will be allowed on premises, equipment, materials or consumables utilised in the performance of the Services without the prior written consent of the Contractor Administrator. Such consent shall not be unreasonably withheld or delayed.

Complaints

10.17 The Contractor's representative shall be required to attend meetings to discuss performance of the Contract with the Project Manager quarterly (if such frequency is required) and at other times as reasonably required by the Project Manager to discuss particular elements of the Services.

10.18 If any person or organisation makes a complaint concerning the Services to the Contractor then the Contractor shall immediately report the incident to the Project Manager and provide a written report of the complaint the same or next working day. Where the Project Manager notifies the Contractor that the Contractor shall resolve the complaint the Contractor shall do so within two days from the date of notification and shall resolve the complaint to the satisfaction of the Project Manager.

10.19 The Contractor's proposed corrective action shall be approved by the Project Manager prior to implementation.

Defective Works

10.20 Where the Project Manager or an appointed third party inspects any element of the Services and reasonably considers that the work undertaken by the Contractor is defective he shall advise the Contractor of the issue and may remove any equipment or material and require the Contractor to re-perform any task which has not been carried out correctly. Any corrective work shall be at the expense of the Contractor and shall be carried out to the satisfaction of the Project Manager.

10.21 Any defects or other faults on equipment replaced which appear within twelve months of completion of a particular element of the Services because of poor materials or workmanship not in accordance with the Contract shall be made good by the Contractor entirely at their own expense. All making good of defect work shall be completed within 24 hours of receiving notification from the Project Manager. Where defective work is not

undertaken within 24 hours (or longer as may be agreed in writing between the parties) without a reasonable explanation the Project Manager reserves the right to employ another Contractor to make good and charge the full cost incurred to the Contractor.

Barriers

- 10.22 Adequate and sufficient warning notice and protective barriers are to be positioned and employed to facilitate the Services at all times in order to satisfy the relevant health and safety requirements for the Services.

Access

- 10.23 It shall be the responsibility of the Contractor to arrange access to a particular Location with the building operator / management. The Project Manager will help facilitate access if the Contractor is having difficulty making the arrangements. It will be the responsibility of the Contractor to confirm all contact particulars for access with the Project Manager prior to the programme of planned maintenance. The Council shall not pay any charges levied by the Contractor regarding abortive visits to Locations.
- 10.24 The Contractor agrees to cause a little disruption to the Council and users of the Locations as reasonably possible in carrying out the Services.
- 10.25 The Contractor shall occupy only those parts of the Locations as are necessary for the execution of the Services and the Locations shall be accessed solely for the purpose of the execution of the Services as instructed.
- 10.26 Vehicular spaces for parking at each Location is limited or restricted. The Contractor is to make his own parking arrangements where space is not available.
- 10.27 No workman employed on the Services (by the Contractor or any sub-contractor) is to be allowed to trespass upon any adjoining property and the Contractor will indemnify the Council from any claim or action for damages on account of trespass misconduct. The Contractor shall take all necessary measures to protect existing premises.
- 10.28 Many of the Locations have a log in and out procedure. The Contractor is to adopt these procedures to ensure security and fire management is maintained.

Asbestos

- 10.29 No presumed or known asbestos containing material is to be disturbed by the Contractor without formal written approval from the Project Manager. A list of the Locations which contain asbestos will be provided to all Tenderers.

Audit and Retention of Documents

- 10.30 The Contractor will be required to retain all relevant time sheets, wages books, vouchers, comparative quotations and invoices in connection with the Contract for a period of 12 months from the end of the Contract until inspected and approved by the Council and Government Auditors (if required).

Disruption

- 10.31 It shall be the Contractor's responsibility to take all reasonable steps to protect adjacent surfaces and fittings while undertaking the Services. Any damage caused as a result of the Services is to be reported to the Project Manager immediately with the Contractor responsible for implementing repair work straight away without cost to the Council.
- 10.32 Dust and dirt emissions are to be kept to a minimum with suitable protection or methods put in place for containment to prevent spread. Any debris created by the Contractor during the implementation of the Services is to be removed and disposed of at an authorised location to the satisfaction of the Project Manager.
- 10.33 The Contractor shall provide adequate and sufficient provision for storage, waste disposal, office and welfare sufficient for the satisfactory completion of the Services.

TUPE

- 10.34 No later than six months prior to the Contract Termination Date or immediately upon termination of the Contract for any reason under clause 15 the Contractor shall provide to the Project Manager all relevant information relating to the Contractor's employees employed in connection with the Contract for which the Council may reasonably require for the purpose of re-tendering any parts or the entire Contract.
- 10.35 This information may be disclosed by the Council to any potential tenderer as part of its duty under the TUPE Regulations and shall include the following:
- Length of service;
 - Probationary period;

- Retirement age;
- Pension arrangements;
- Periods of notice;
- Current pay agreements;
- Any agreed pay settlements yet to come into effect;
- Working hours;
- Annual leave entitlements;
- Sick leave arrangements;
- Maternity/paternity leave arrangements;
- Special leave arrangements;
- Terms and conditions of transfers;
- Employee bonus schemes;
- Any relevant collective agreement;
- Sporting, social, welfare or other facilities provided which may be considered employment benefits of staff; and Facility time and facilities provided for trade union officials and health and safety representatives.

11.0 COUNCIL'S OBLIGATIONS

- 11.1 In consideration of the Services undertaken by the Contractor the Council agrees to make payments to the Contractor for each element of the Services in accordance with the terms and conditions set out in the Tender Documentation.
- 11.2 The Project Manager shall answer any reasonable requests from the Contractor for further information or assistance without undue delay.
- 11.3 The Project Manager shall be available upon reasonable notice being given to meet with the Contractor to discuss any element of the Services.
- 11.4 The Project Manager may at his discretion carry out interim and final inspections of Equipment during the Services or instruct a third party to undertake such inspections.

12.0 REVIEW AND CONTRACT CONTINUANCE

- 12.1 The Contractor's performance of the Services under this Contract and the duration of the Contract Period is subject to review by the Council prior to each anniversary date. The Council will review performance in accordance with clause 12.2 below.
- 12.2 The Council's performance review will include most or all of the following criteria: maximising building occupier or management satisfaction;
-

minimising number of recalls for incomplete works; maximising quality of workmanship and materials; minimising complaints and maximising satisfactory outcome; maximising quality of information and accuracy of invoices; and meeting targets for speed of invoicing and ensuring the highest possible standard in health and safety matters. The above list is not exhaustive and may include any related objective basis for the consideration of performance in works of this nature.

- 12.3 Where the Project Manager is reasonably of the view that the performance of the Contractor needs to be improved he shall set out in writing the areas of improvement and provide a reasonable time frame for improvement to take place.
- 12.4 Where improvement does not take place the Project Manager may invoke the termination provisions set out in clause 15 below.
- 12.5 Where the Contractor fails to effect a programmed maintenance visit or fails to respond to a 'call-out' instruction within the time required, the Project Manager will be entitled, where there are no extenuating circumstances outside the influence of the Contractor, to employ others to execute or complete an element of the Services and to recover all additional costs incurred, together with an addition 10% administration charge, from the Contractor.

13.0 AUTHORISATION AND PAYMENT

- 13.1 All payments shall be in arrears from the Council to the Contractor on completion of an element of the Services.
- 13.2 Interim payments will be monthly with the Contractor presenting to the Council the programmed maintenance and call-out works on a valid consolidated invoice.
- 13.3 The invoice shall contain the Contractor's VAT details and the Contractor shall also submit the inspection certificates set out in clause 8 above and any official works orders.
- 13.4 Payment will be made to the Contractor within 30 days of authorisation of payment by the Project Manager, such authorisation not to be unreasonably withheld or delayed.
- 13.5 The Contractor shall be responsible for compliance with all relevant legal provisions in respect of Income Tax, Construction Industry Tax Deduction Scheme and other company taxation legislation and shall indemnify the

Council accordingly against any loss or damage caused by non-compliance with any such legal provision.

14.0 INDEMNITY

The Contractor shall keep the Council indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Council as a result of or in connection with any claim made against the Council by a third party arising out of, or in connection with, the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor, its employees, agents or sub-contractors.

15.0 TERMINATION

15.1 The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately and the rights and liabilities of the parties shall thereafter be determined:

- 15.1.1 Failure on the part of the Council to make punctual payment of all sums due to the Contractor under the terms of this Contract;
- 15.1.2 The Contractor commits a material or persistent breach of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;
- 15.1.3 The levying of any distress or execution against the Contractor or the making by him of any composition or arrangement with creditors or being a company the company's liquidation (other than a members' voluntary liquidation).
- 15.1.4 The Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 15.1.5 The Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a

proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;

- 15.1.6 A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
- 15.1.7 The Contractor (being an individual) is the subject of a bankruptcy petition order;
- 15.1.8 A creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 15.1.9 An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor (being a company);
- 15.1.10 A floating charge holder over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 15.1.11 A person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
- 15.1.12 Any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 14.1;
- 15.1.13 The Contractor suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or;
- 15.1.14 Discovery that the Contractor shall have offered, or given, or agreed to give to any person any gift, consideration, inducement or reward of

any kind, for doing or not doing any action in relation to the Contract or any other Contract with the Council, or the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor), or in relation to any Contract with the Council, the Contractor or person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.

16.0 TERMINATION CONSEQUENCES

16.1 On termination of the Contract for any reason:

16.1.1 The Council will pay to the Contractor any outstanding sums due;

16.1.2 The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

16.1.3 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17.0 FORCE MAJEURE

17.1 Either party shall be entitled to suspend performance of its obligations under this agreement to the extent that such performance is impeded, dangerous or made unreasonably difficult or costly by any of the following circumstances: industrial disputes and other circumstances beyond the control of the parties such as fire, war, terrorist activities, restrictions in the use of power and delays in deliveries by sub-contractors caused by any circumstances as mentioned in this clause.

17.2 The party claiming to be effected by force majeure from fulfilling its obligations shall notify the other party in writing without delay as soon as such circumstances interfere or cede.

17.3 Either party shall be entitled to terminate this agreement by notice in writing if performance is suspended under this clause for more than six months.

18.0 NOTICES

Any notice served under this Contract must be in writing and sufficiently served and delivered by special delivery at the address for each party shown in this Contract or such other address as may be notified by one to the other in writing.

19.0 CONFIDENTIALITY

Subject to any statutory constraints and duties both parties undertake to keep confidential both during the term of this Contract and at all times thereafter any information concerning the other party or its employees or business which it acquires in the course of providing, procuring or receiving the Services save that this obligation does not apply to information which is:

- (i) Already in the public domain;
- (ii) Trivial or obvious; or
- (iii) Required to be disclosed by law.

20.0 WARRANTY

Each of the parties warrants its power to enter into this agreement.

21.0 WAIVER

21.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

22.0 SEVERANCE

22.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

22.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision

shall apply with the minimum modification necessary to make it legal, valid and enforceable.

23.0 ARBITRATION

All disputes or differences which at any time arise between the parties whether during the Contract Period or afterwards touching or concerning this Contract or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Contract shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institution of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force.

24. APPLICABLE LAW

This Agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the Law of England and the parties hereby submit to the jurisdiction of the English Courts.

25. BREAK CLAUSE

The Council may determine the employment of the Contractor by giving at least 16 weeks period of notice in writing to the Contractor.

The Contractor may determine their employment by giving at least 16 weeks period of notice in writing to the PM but not earlier than 6 months after the Contract Start Date.

Until their employment is determined under this break clause the Contractor will be under an obligation to continue to carry out and complete all the Services instructed and to comply with and be bound by in all respects with the provisions contained within the contract which shall remain in full force and effect.

If this break clause is exercised by either the Council or the Contractor neither will have a claim against the other in respect of any resultant loss or damage.

PART B

PREAMBLES

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

PREAMBLES

- These preambles will apply will be read and applied in conjunction but not supersede the terms and conditions of the specification of work or schedule of work (whichever is applicable), manufacturers guidelines, industry best practice or direction of the Project Manager.

BUILDING ENERGY MANAGEMENT SYSTEM (BEMS)

- The Council has a Building Energy Management System (BEMS) for controlling and monitoring its mechanical and electrical installations and new wiring should be in accordance with any existing or new system controls as required.
- The Services will involve the inspection, performance testing, operation, calibration and commissioning of all BEMS controls including points, outstations, standalone controls, sensors, soft points, protocols, network connection to remote access for all work stations at each the Locations where applicable to maintain the continuous control and monitoring all items of connected plant together with any other existing systems within the building(s) that may be specified to be under the control of the BEMS.

BEMS SOFTWARE

- Software employed to manage the BEMS is the Siemens Desigo Insight V5.1. The Contractor is to demonstrate their credentials via training, experience and knowledge of this programme / software including its operational parameters, connectivity requirements and all other settings necessary to ensure its continuous operation.

BEMS CONTROL

- The BEMS shall provide both environmental performance and status monitoring of the plant to enable remote control and operation of the installations to provide comprehensive monitoring to include remote indication of unauthorised operation, as well as plant alarm and failure, to reduce the risk of building closure and lost availability. For this reason, the range of parameters monitored is more comprehensive than would normally be encountered in general commercial engineering practice.
- Typically but not limited to the following conditions are monitored where applicable to each Location:

General

Connectivity and all links (inputs and outputs) from the central station/s to the outstations with sensors, actuators, stand-alone controllers, other field controls etc. via broadband or dial up connection.

Boiler house fire safety circuit operated

Control panel opened or isolated

Mechanical plant including HWS generation and AHUs

Boiler or burner isolated

Burner lockout

Pilot failure (existing plant only – no new permanent pilot gas fired plant to be specified)

Boiler high temperature
Boiler MCB tripped
Boiler held off due to interlocking with pumps
AHU motor fault
AHU frost call
AHU flow failure

Pumps

Pump MCB tripped
Pump overload tripped
Pump running current normal („flow established“ condition)
Dual pump set changeover
Pump isolated

Pressurisation sets

Set isolated
Set MCB tripped
Pump overload tripped (where installed)
Direct mains fed system alarm (where installed)
System high/low pressure alarm

Control valve actuators

Actuator isolated

MCBs in control panel

MCB off position

Temperature monitoring

Common hot water flow and return temperature
Incoming cold water mains temperature
Heating zone sensors for trimming

Automatic Ventilation, Natural or Mechanical systems

CO2 and temperature monitoring (CO2 control takes precedence over temperature control)

System over-ride

Manual operation of plant over-ride key switch

Plant run time extension

Manual operation of plant extension switch

BEMS GENERAL MAINTENANCE APPROACH

1. Support, inspection and maintenance is to be undertaken to achieve full compliance with all Statutory Regulations, British Standards, trade body, manufacturer's instructions and codes

of practice impacting on the Services and relevant to the particular installation or appliance etc., and these must be strictly adhered to.

2. Routine periodic actions are to typically include: performance checking, calibration, loop optimisation, software programming, cleaning, lubrication, adjustment, realignment, fault diagnosis, consumable part/s replacement, carrying out further investigations, undertaking detailed checks using specialist tools and basic fault finding.
3. Support of the Siemens Desigo Insight BEMS system software and the main plant HVAC controls at sites detailed in Appendix A.
4. The Services to include loop optimisation on all items of plant. This will also include software programming updates and improvements. Full back up of software of the outstations, terminal software and disaster recovery checks.
5. Ongoing liaison with PM and Location manager along with periodic review meetings.
6. Analysis of performance data for energy control enhancements to ensure plant is operating efficiently with works to include checking time, level and flow and temperature settings to requirements.
7. Recommend software and control system improvements and suggest proposals. Provide backups of software to outstations, terminal software and disaster recovery checks.
8. Provide technical support and advice regarding existing installation replacements or modifications at the Locations or the introduction of new plant or facilities at new locations.
9. HVCA/CIBSE volume 3 standard specification for maintenance of Control, Energy and Building Maintenance Systems to be followed when carrying out service on the equipment.
10. The contract will be for labour only and any additional labour or materials will be covered by an official order from the PM or member of the property department.
11. Technical support engineers to be contactable Monday to Friday between 8am and 7pm.
12. Upon completion of any work a report in a recognised and approved format must be prepared and presented to the PM containing the date, nature and extent of the work, relevant condition of the equipment and details of any further recommended action to consider.
13. The Contractor may record any additional comments on the report sheet that are applicable to the general condition and operation of the installation, system and or appliance(s).

14. All installations, systems and appliances must be left in good working order. If a fault is found or any replacement part(s) are required that are not covered by the specification or routine inspection and testing, it shall be reported immediately to the PM. Replacement parts used, other than those specified as being deemed to be included in the inspection and testing routines or Contract, will be reimbursed as an extra in accordance with the Contract Conditions and Schedule of Rates.
15. Routine, periodic inspection and testing visits must be carried out to the entire satisfaction of the PM. The Contractor shall carry out all Work with as little inconvenience as possible to the day to day working or operations of the scheme in which the installation, system or appliance applies.
16. Provision of record, service, test, calibration and commissioning sheets to the PM following each Location visit.
17. Generate a points list for each BEMS location and provide an electronic copy to the PM following the first service visit together with any commissioning records.
18. It is advised that a site survey is completed before tendering for these Services.
19. Contractor is to note it will not be practicably possible to undertake maintenance in certain buildings and/or locations when they are operational.

SCAFFOLD AND MOBILE TOWERS

- Scaffolding must be constructed in accordance with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 etc., Working at Height Regulations 2005, and subsequent amendments or re-enactments.
- All scaffolding shall be erected in accordance with the requirements of the Safe Working Policy, and to comply with the recommendations of BS 5973:1981 "Code of Practice for access and working scaffolding".
- Moveable towers can be used, in accordance with the Construction (Working Places) Regulations.

ELECTRICAL SYSTEMS

GENERAL DESIGN

- Standards: To BS 7671 and the requirements of the electricity distributor.
- Design: Complete the design and detailing of the electrical installation.
- CE Marking: Required.
- Inspection and Testing Standard to BS 7671:2008. Notice required before commencing tests will be a (minimum) 48 hours.

- Guidance Note 3: Inspection and Testing. Particular attention is to be given to The Electricity Safety Council's Best Practice Guide 4: "Periodic Inspection Reporting" and guidance associated with the definition of standard codes for reporting of defects and recommendations.
- Labels and signs: Fix securely before system is tested.
- Inspection and completion certificates: Submit **TWO** number of copies to the PM. Submit with the associated invoice requesting payment for the work.
- Documentation to provide the full technical description of each system installed. Manufacturer's operating and maintenance instructions for the fittings and apparatus including guarantees and warranties. As-installed drawings showing circuits and their ratings and locations of fittings and apparatus. List of normal consumable items.

DESIGN OF LOW VOLTAGE INCOMING SUPPLY

- Capacity: Determine the anticipated maximum demand of the installation.
- Proposals: Submit drawings showing equipment positions and routes, technical information and calculations.
- Evidence of agreement with Electricity Distributor: Submit.
- General: Manage and liaise with the Electricity Distributor and determine: Maximum demand of the installation. Nature of the supply, its suitability for the installation and type of earth arrangement. Location of the incoming supply. Space requirements and location of the switches, fuses and meters.
- Coordination: Liaise with the electricity supplier, complete an application for supply of electricity and manage installation of metering equipment

LV DISTRIBUTION SYSTEM DESIGN

- Design: To cater for the complete working building.
- Equipment: Provide electrical supplies to equipment requiring power.

DESIGN OF EXTERNAL LIGHTING SYSTEM

- Design: To CIBSE Code for Lighting and Lighting Guide 6.

EARTHING AND BONDING DESIGN

- Earth, main bonding, supplementary bonding and protective conductors: In accordance with BS 7430.

PRODUCTS GENERALLY

- Standard: To BS 7671 with CE Marking.

DISTRIBUTION BOARDS AND CONSUMER UNITS

- Standards: To BS EN 60439-3. ASTA certified.
- Rating: To suit maximum demand.
- Circuit protection: Miniature circuit-breakers.
- Standard: To BS EN 60898.
- Standard: To BS EN 61008-1 or BS EN 61009-1.
- Ingress protection to BS EN 60529.

CABLE TRAYS

- Standard: To BS EN 61537.
- Accessories and fittings: Factory made of the same material type, pattern, finish and thickness as cable tray.

CABLE BASKETS

- Material: Steel wires welded together and formed into final shape before surface treatment.
- Accessories and fittings: Factory made of the same material type, finish and thickness as cable basket.

CONDUIT

- Standard: To BS EN 50086-1 or BS EN 61386-1.
- Type: Suitable for location and use.

CABLE TRUNKING AND DUCTING

- Standard: To BS EN 50085-1.
- Type: Suitable for location and use.

STEEL CONDUIT AND FITTINGS

- Standards: To BS 4568-1, or BS EN 50086 and BS EN 50086-2, or BS EN 61386-1 and BS EN 61386-21.

PVC CONDUIT AND FITTINGS

- Standards: To BS 4607-5, or BS EN 50086-1 and BS EN 50086-2-1, or BS EN 61386-1 and BS EN 61386-21.

STEEL SURFACE TRUNKING SYSTEMS

- Standard: To BS 4678-1.
- Accessories and fittings: Factory made of the same material type, finish and thickness as cable trunking.

PVC SURFACE TRUNKING SYSTEMS

- Standard: To BS 4678-4.
- Accessories and fittings: Factory made of the same material type, finish and thickness as cable trunking.

CABLES

- Standard: To BS 7671.
- Approval: British Approvals Service for Cables (BASEC) certified.
- Mineral insulated copper sheathed cables: To BS EN 60702-1.
- Mineral insulated copper sheathed cable terminations: To BS EN 60702-2.
- Cable sizes not stated. Submit proposals and calculations.

PROTECTIVE CONDUCTORS

- Type: Cable conductors with yellow/ green sheath.

ELECTRICAL ACCESSORIES

- Standard: To BS 5733.
- Switches: To BS EN 60669-1.

LUMINAIRES

- Standards: To BS EN 60598-1 and BS EN 55015.

LAMPS GENERALLY

- Compact fluorescent lamps: To BS EN 60901 and BS EN 61199.
- High pressure mercury lamps: To BS EN 60188 and BS EN 62035.
- High pressure sodium lamps: To BS EN 62035.
- Metal halide lamps: To BS EN 62035.
- Tubular fluorescent lamps: Single-capped lamps: To BS EN 60901 and BS EN 61199. Double-capped lamps: To BS EN 60081 and BS EN 61195.
- Tungsten halogen lamps: To BS EN 60432-2 and BS EN 60357.

LUMINAIRE SUPPORTING COUPLERS

- Standard: To BS 6972.

SEPARATED EXTRA LOW VOLTAGE LIGHTING

- Standard: To BS EN 60598-2-23.
- Separated extra low voltage (SELV) isolating transformer: To BS EN 61558-2-1.

DIMMER SWITCHES AND CONTROLS

- Standards: To BS EN 60669-2-1 and BS EN 55015.
- Ingress protection to BS EN 60529.

SELF CONTAINED EMERGENCY LUMINAIRES

- Standards: To BS EN 60598-2-22, BS EN 1838, ICEL 1001, ICEL 1004 and HSE Signs

CENTRAL BATTERY EMERGENCY LIGHTING SYSTEMS

- Standards: To BS EN 1838, BS EN 50171, BS EN 50172 and ICEL 1009 and in accordance with BS 5266-1.

CENTRAL BATTERY EMERGENCY LUMINAIRES

- Standards: To BS EN 60598-2-22, BS EN 1838, ICEL 1001, ICEL 1004 and HSE Signs

EXTERNAL LUMINAIRES

- Standards: To BS EN 60598-1 and BS EN 55015.
- Ingress protection to BS EN 60529.

LIGHTING COLUMNS

- Standards: To BS 5649-5, BS EN 40-2, BS EN 40-3, BS EN 40-4, BS EN 40-5 and BS EN 40-6.
- Electrical cut outs: To BS 7654.

EARTHING AND BONDING

- Earth electrodes: In accordance with BS 7430.
- Earth clamps: To BS 951.

TIME SWITCHES

- Standards: To BS EN 60730-1 and -2-7.
- Approval: BEAB approved.

PHOTOELECTRIC CONTROL UNITS

- Standard: To BS 5972.

ELECTRICAL INSTALLATION GENERALLY

- Standard: To BS 7671.

CONNECTION TO INCOMING SUPPLY

- Main switchboard/ distribution board: Connect to main incoming metering equipment.

SWITCHGEAR INSTALLATION

- Clearance in front of switchgear (minimum): 1 m.
- Labelling: Permanently label each way, identifying circuit function, rating and cable size.

CABLES LAID DIRECTLY IN THE GROUND

- Cable bedding: 75 mm of sand.
- Backfilling: 75 mm of sand over cables, then as-dug material.
- Multiple cables in same trench: Set 150 mm apart.
- Cables below roads and hard standings: Duct, derate if longer than 10 m.

CABLES ENTERING BUILDINGS FROM BELOW GROUND

- Pipe ducts: Seal at both ends.
- Proposals: Submit drawings.

CABLE TRAY INSTALLATION

- Support: Submit proposals.
- Access: Provide space encompassing cable trays to permit access for installing and maintaining cables.
- Supports and fasteners: Avoid contact between dissimilar metals. Use corrosion resistant components in locations where moisture may occur.
- Cutting: Along an unperforated line. Minimize. Make good edges. Treat surface as the tray.

CABLE BASKET INSTALLATION

- Support: Submit proposals.
- Access: Provide space encompassing cable basket to permit access for installing and maintaining cables.
- Fittings: Side action bolt croppers.
- Supports and fasteners: Avoid contact between dissimilar metals. Use corrosion resistant components in locations where moisture may occur.

INSTALLING STEEL CONDUIT AND FITTINGS

- Fixing: Fix securely. Fix boxes independently of conduit.
- Conduit drainage: Provide drainage outlets at lowest points.
- Location: Position vertically and horizontally in line with equipment served and parallel with building lines. Locate where accessible.
- Jointing:
 - Number of joints: Minimize.
 - Lengths of conduit: Maximize.
 - Cut ends: Remove burrs and plug.
 - Movement joints in structure: Manufactured expansion coupling.

- Threaded steel conduits: Tightly screw to ensure electrical continuity, with no thread showing.
- Conduit connections to boxes and items of equipment, other than those with threaded entries: Earth coupling/ male brass bush and protective conductor.
- Changes of direction: _____.
- Connections to boxes, trunking, equipment and accessories: Screwed couplings, adaptors, connectors and glands: Attach rubber bushes at open ends.
- Mounting and support: _____.

INSTALLING PVC CONDUIT AND FITTINGS

- Fixing: Spacing of conduit saddles (maximum): 0.9 M on horizontal, 1.25 M on vertical. Reduce spacing in areas of high ambient temperature in accordance with manufacturer's instructions. Fix boxes independently of conduit.
- At fittings and changes of direction: Fit conduit saddles 150 mm either side.
- Thermal expansion: Allow for expansion couplings in accordance with manufacturer's recommendations.
- Conduit drainage: Provide drainage outlets at lowest points.
- Location: Position vertically and horizontally in line with equipment served, and parallel with building lines. Locate where accessible.
- Jointing: Number of joints: Minimize. Lengths of conduit: Maximize.
- Cut ends: Remove burrs.
- Movement joints in structure: Manufactured expansion coupling.
- Adhesive: Use water resistant solvent cement to form watertight joints. Use water resistant lubricant sealant at expansion couplers.
- Changes of direction: _____.
- Connections to boxes, trunking, equipment and accessories: Use threaded adaptors.
- Mounting and support: _____.

CONDUIT IN CONCRETE

- Fixing: Fix conduit securely to reinforcement. Fix boxes to formwork to prevent displacement.

- Concrete cover to conduit (minimum): _____.

INSTALLING TRUNKING/ DUCTING/ CABLE MANAGEMENT SYSTEMS

- Positioning: Accurate with respect to equipment served and parallel with other services, and where relevant, floor level and other building lines.
- Access: Provide space encompassing cable trunking to permit access for installing and maintaining cables.
- Jointing: Number of joints: Minimize. Lengths of conduit: Maximize.
- Steel systems: Mechanical couplings. Do not weld. Fit a copper link at each joint to ensure electrical continuity.
- Movement: Fix securely. Restrain floor mounted systems during screeding.
- Junctions and changes of direction: Proprietary jointing units.
- Cable entries: Fit grommets, bushes or liners.
- Internal fire barriers: Provide to maintain integrity of fire compartment.
- Protection: Fit temporary blanking plates. Prevent ingress of screed and other extraneous materials.
- Service outlet units: Fit when cables are installed.

CABLE ROUTES

- Cables generally: Conceal wherever possible. Concealed cable runs to wall switches and outlets: Align vertically with the accessory.
- Exposed cable runs: Submit proposals.
- Orientation: Straight, vertical and/ or horizontal and parallel to walls.
- Distance from other services running parallel: 150 mm minimum.
- Heating pipes: Position cables below.

INSTALLING CABLES

- General: Install cables neatly and securely. Protect against accidental damage, adverse environmental conditions, mechanical stress and deleterious substances.
- Timing: Do not start internal cabling until building enclosure provides permanently dry conditions.

- Jointing: At equipment and terminal fittings only.
- Cables passing through walls: Sleeve with conduit bushed at both ends.
- Cables surrounded or covered by insulation: Derate.

CABLES IN PLASTER

- Protection: Cover with galvanized steel channel nailed to substrate.

CABLES IN VERTICAL TRUNKING/ DUCTS

- Support: Pin racks or cleats at each floor level or at 5 m vertical centres, whichever is less.
- Heat barrier centres (maximum): 5 m.
- Heat barriers: Required except where fire resisting barriers are not provided.

CABLES IN ACCESSIBLE ROOF SPACES

- Cables running across ceiling joists: Fix to timber battens which are nailed to joists.

ARMoured CABLE

- Temperature: Do not start installation if cable or ambient temperature is below 0°C, or has been below 0°C during the previous 24 h.
- Galvanized steel guards: Fit where cables are vulnerable to mechanical damage.
- Earth: Bond armour to equipment and main earth system.
- Connections to apparatus: Moisture proof, sealed glands and PVC shrouds.

PVC SHEATHED CABLE

- Temperature: Do not install cables if ambient temperature is below 5°C.

MICC CABLE

- Bending: Do not corrugate sheath.
- Connection to equipment and boxes: Fit PVC shrouded glands.
- Testing: Test each length immediately after fixing. Repeat test 24-48 h later.

ELECTRICAL ACCESSORIES AND EQUIPMENT

- Location: Coordinate with other wall or ceiling mounted equipment.
- Positioning: Accurately and square to vertical and horizontal axes.
- Alignment: Align adjacent accessories on the same vertical or horizontal axis.
- Mounting: _____.
- Mounting heights (finished floor level to underside of equipment/ accessory): _____.

FINAL CONNECTIONS

- Size: Determine.
- Cable: Heat resisting white flex.
- Length: Allow for equipment removal and maintenance.

MULTIGANG SWITCHES

- General: Connect switches so that there is a logical relationship with luminaire positions.
- Fit blanks to unused switch spaces.
- Segregation: Internally segregate each phase with phase barriers and warning plates.

INSTALLING LUMINAIRES

- Location: To be agreed with PM.
- Orientation: Parallel with ceiling.
- Supports: Adequate for weight of luminaire.

INSTALLING EMERGENCY LUMINAIRES

- Permanent electrical supplies: Derive from adjacent local lighting circuit.
- Charge indicator: Position in a conspicuous location.

INSTALLING EXTERNAL LUMINAIRES

- Locations: Submit proposals.
- Seals: Check for particle ingress and clean.

INSTALLING LIGHTING COLUMNS

- Standard: To Highways Agency 'Specification for highway works Vol 1'.

INSTALLING EARTH BARS

- Location: At incoming electrical service position.
- Mounting: Wall mounted on insulated supports.

LABELLING

Identification and notices: Standards: To BS 5499-5 and BS 5378-2.

Equipment: Label when a voltage exceeding 230 V is present.

Distribution boards and consumer units: Card circuit chart within a reusable clear plastic cover. Fit to the inside of each unit. Include typed information identifying the outgoing circuit references, their device rating, cable type, size, circuit location and details. Label each outgoing way corresponding to the circuit chart.

Sub-main cables: Label at both ends with proprietary cable marker sleeves.

ENGRAVING

- Metal and plastic accessories: Engrave, indicating their purpose.
- Emergency lighting test key switches: Describe their function.
- Multigang light switches: Describe the luminaire arrangement.

COMPLETION

FINAL FIX

- Accessory faceplates, luminaires and other equipment: Fit after completion of building painting.

CLEANING

- Electrical equipment: Clean immediately before handover.
- Equipment not supplied but installed and electrically connected: Clean immediately before handover.

DOCUMENTATION

- Timing: Submit at practical completion.

- Contents: Full technical description of each system installed. Manufacturer's operating and maintenance instructions for fittings and apparatus. Manufacturer's guarantees and warranties. As-installed drawings showing circuits and their ratings and locations of fittings and apparatus. List of normal consumable items.

SAFETY SIGNS GENERALLY

- Installation: To Health & Safety (Safety Signs & Signals) Regulations 1996. Secure, plumb and level.
- Fasteners and adhesives: To be fixed securely.
- Strength of fasteners: Sufficient to support live and dead loads.
- Fasteners for external signs: Corrosion resistant material or with a corrosion resistant finish. Isolate dissimilar metals to avoid electrolytic corrosion.
- Fixings showing on surface of sign: Must not detract from the message being displayed.
- Provide Manufacturer's maintenance instructions. Guarantees, warranties, test certificates, record schedules and logbooks

TEST INSTRUMENTS

- Test certification shall be provided to the PM upon request.
- Low resistance ohmmeter. Dual range instrument conforming to BS EN 61557-4.
- Insulation resistance tester. Maximum output 4kV is needed to satisfy 713-05-029(ii).
- Earth fault loop impedance tester conforming to BS EN 61557-3.
- Earth electrode resistance tester to meet the requirements of BS EN 61557-5.
- RCD tester capable of indicating that an RCD has operated at its residual current, in the time specified in BS 4293.
- Polarity Tester. Check before supply is connected. For live testing, a magnetic indicator, a voltmeter or filament lamp (not neon) with approved fused leads and test probes.

GENERAL PIPEWORK

COPPER PIPELINE FOR GENERAL USE

Standard: To BS EN 1057, Kitemark certified.

Manufacturer: _____ .

Product reference: _____ .

Temper: Half hard R250.

Wall thickness (nominal):

- OD 6, 8, 10 and 12 mm: 0.6 mm.
- OD 15 mm: 0.7 mm.
- OD 22 and 28 mm: 0.9 mm.
- OD 35 and 42 mm: 1.2 mm.

Joining generally: Integral lead free solder ring capillary fittings to BS EN 1254-1, Kitemark certified.

Connections to equipment: Select from:

- Compression fittings: To BS EN 1254-2, Kitemark certified.
- Fittings with threaded ends: To BS EN 1254-4.

Supports: _____ .

COPPER PIPELINE FOR UNDERGROUND USE

Standard: To BS EN 1057, Kitemark certified.

Manufacturer: _____ .

- Product reference: _____ .

Temper: _____

Finish: Seamless polyethylene coated to BS 3412.

- Colour: _____ .

Wall thickness (nominal):

- OD 6, 8, 10 and 12 mm: 0.8 mm.
- OD 15 mm: 1.0 mm.
- OD 22 and 28 mm: 1.2 mm.
- OD 35 and 42 mm: 1.5 mm.

Jointing generally: Integral lead free solder ring capillary fittings to BS EN 1254-1, Kitemark certified.

Connections to equipment: Select from:

- Compression fittings: To BS EN 1254-2, Kitemark certified.
- Fittings with threaded ends: To BS EN 1254-4.

POLYETHYLENE PIPELINE FOR UNDERGROUND USE

- Standard: To BS 6572 or BS EN 12201-2, Kitemark certified.
- Jointing: Compression fittings to BS EN 12201-3.
- Colour: Blue.

SPIRAL PLASTICS HOSE _____

Manufacturer: _____ .

- Product reference: _____ .

Size: _____ .

Colour: _____ .

STAINLESS STEEL PIPELINE _____

Standard: To BS EN 10312.

Jointing: _____ .

Fluxes: Do not use fluxes containing chlorides or borides.

- Type: _____ .

Supports: _____ .

THERMOPLASTICS _____

Standard: To BS 7291.

Material: _____ .

Jointing: _____ .

Supports: _____ .

PIPELINE INSULATION

Material: Preformed flexible closed cell or mineral fibre split tube.

Thermal conductivity (maximum): 0.04 W/ m²K.

Thickness:

- Internal pipelines: 25 mm.
- External pipelines: 38 mm.

Fire performance: Class 1 spread of flame when tested to BS 476-7.

VALVES GENERALLY

Standard: To suit location and pipeline material.

Types: Approved for the purpose by local water supply undertaker and of appropriate pressure ratings.

Control of valves: Fit with hand wheels for isolation and regulation of circuits or equipment.

EXECUTION

INSTALLATION GENERALLY

Performance: Free from leaks and the audible effects of expansion, vibration and water hammer.

Concealment: _____ .

Fixing of equipment, components and accessories: Fix securely to the structure of the tank using appropriate purpose made fixings.

Preparation: Prior to installation, clear all surfaces of debris and projections.

Access: Allow adequate space for inspection, servicing and maintenance.

Corrosion resistance: In locations where moisture is present or may occur, provide corrosion resistant fittings/ fixings and avoid contact between dissimilar metals by including suitable washers, gaskets, etc.

INSTALLATION OF PUMPS

Pipeline connections: Prevent transmission of pipeline forces to pump casing.

Pipeline mounted pumps: Support on purpose made brackets lined with vibration absorbent material.

Alignment: Align and balance to minimize vibration.

Drive belts: Correctly tensioned.

Access: Provide adequate space for service and maintenance.

Identification plate: Engrave showing:

- Manufacturer's name and address.
- Serial number.
- Duty and maximum head.
- Speed.
- Electrical loading.

PIPELINE INSTALLATION

Appearance: Install pipes straight, and parallel or perpendicular to walls, floors, ceilings, and other built elements.

Joints, bends and offsets: Minimize.

Access: Locate runs to facilitate installation of equipment, accessories and insulation and allow access for maintenance.

Electrical equipment: Install pipelines 50 mm (minimum) clear of electrical equipment.

- Separation: Do not run pipelines through electrical enclosures or above distribution boards, controllers or outlets.

Insulation: Allow space around pipelines to fit insulation without compression.

PIPELINE FIXING

Fixing: Secure and neat.

Pipeline support: Prevent strain, e.g. from the operation of taps or valves.

Drains and vents: Fix pipelines to falls. Fit draining taps at low points and vents at high points.

Thermal expansion and contraction: Allow for thermal movement of pipelines. Isolate from structure.

- Noise or abrasion of pipelines caused by movement: Prevent.
- Pipelines passing through walls, floors or other built elements: Sleeve.

SUPPORTS FOR COPPER AND STAINLESS STEEL PIPELINES

Spacing: Fix securely and true to line at the following maximum centres:

- 15 and 22 mm pipe OD: 1.2 m horizontal, 1.8 m vertical.
- 28 and 35 mm pipe OD: 1.8 m horizontal, 2.4 m vertical.
- 42 and 54 mm pipe OD: 2.4 m horizontal, 3.0 m vertical.

Additional supports: Locate within 150 mm of connections, junctions and changes of direction.

SUPPORTS FOR THERMOPLASTICS PIPELINES

Spacing: Fix securely and true to line at the following maximum centres:

- Up to 16 mm pipe OD: 300 mm horizontal, 500 mm vertical.
- 17–25 mm pipe OD: 500 mm horizontal, 800 mm vertical.
- 26–32 mm pipe OD: 800 mm horizontal, 1000 mm vertical.

Additional supports: Locate within 150 mm of connections, junctions and changes of direction.

INSTALLATION OF INSULATION TO PIPELINES

All above ground pipelines: Insulate in unheated spaces.

External supply pipelines: If less than 750 mm below finished ground level, Insulate.

Appearance: Fix securely and neatly. Make continuous over fittings and at supports.

- Gaps: Not permitted.
- Location of seam: On 'blind' side of pipeline.

Timing: Fit insulation after testing.

JOINTS IN COPPER AND STAINLESS STEEL PIPELINES:

Preparation: Cut pipes square. Remove burrs.

Joints: Neat, clean and fully sealed. Install pipe ends into joint fittings to full depth.

Bends: Do not use formed bends on exposed pipework, except for small offsets. Form changes of direction with radius fittings.

Adaptors for connecting dissimilar materials: Purpose designed.

Substrate and plastics pipes and fittings: Do not damage, e.g. by heat when forming soldered joints.

Flux residue: Clean off.

JOINTS IN THERMOPLASTICS PIPELINES

Fittings and accessories for joints: Purpose designed.

Preparation: Cut pipes square. Remove burrs.

Joints: Neat, clean and fully sealed. Install pipe ends into joint fittings to full depth.

Compression fittings: Do not over tighten.

INSTALLATION OF VALVES

Isolation and regulation valves: Provide on equipment and sub circuits.

Access: Locate where valves can be readily operated and maintained and next to equipment which is to be isolated.

Connection to pipework: Fit with joints to suit the pipe material.

INSTALLATION OF BREAK TANKS

Outlet positions: Connect lowest outlets at least 30 mm above bottom of tank.

Access: Fix tank with a minimum clear space of 350 mm above.

INSTALLATION OF WATER SOFTENERS

Supply continuity: Fit bypass pipe and stop valves for continuity of water supply.

Drains: Connect overflow/ drain lines to trap and waste.

Back siphonage: Prevent back siphonage of brine during regeneration process.

COMPLETION

FLUSHING AND FILLING

Standard: To BS 6700 clause 3.1.10.1.

SYSTEM DISINFECTION

Standard: To BS 6700 clauses 3.1.10.2–3.1.10.6.

TESTING AND COMMISSIONING OF PIPEWORK

Standard: To BS 6700 clause 3.1.12.

- Notice (minimum): 3 days.

Preparation: Secure and clean pipework and equipment. Fit tank covers.

Leak testing: Run the system until all parts are at normal operating pressures for a period of 3 hours.

Pressure testing: Joints, fittings and components must be free from leaks and signs of physical distress when tested for at least 1 hour as follows:

- Systems fed directly from the mains: Apply a test pressure equal to 1.5 times the maximum pressure to which the installation or relevant part is designed to be subjected in operation.
- Systems fed from storage: Apply a test pressure equal to the pressure produced when the storage cistern is filled to its normal maximum operating level.

Inaccessible or buried pipelines: Carry out hydraulic pressure test to twice the working pressure.

Equipment: Check and adjust operation of equipment, controls and safety devices.

CLEANING

Equipment: Clean immediately before handover.

DOCUMENTATION

Contents:

- Full technical description of each system installed.
- Manufacturers' operating and maintenance instructions for equipment and controls.
- Manufacturers' guarantees and warranties.
- System operating and maintenance instructions for the system as a whole giving optimum settings for controls and maintenance intervals for all equipment.

Record drawings showing the location of circuits, fittings, and apparatus and operating controls.

- List of normal consumable items.
- Electrical inspection and completion certificates.

Number of copies: _____.

Submission: _____.

OPERATING TOOLS

Tools: Supply tools for operation, maintenance and cleaning purposes.

Keys: Supply keys for valves, vents and cabinets.

LABELS

Valve labels: Provide on isolating and regulating valves on primary circuits, stating function.

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

Section 6 The Pricing Document

All prices shall be stated in pounds sterling and exclusive of VAT.

All items in this document are to be priced or identified as either included or with a nil extension.

PART ONE: GENERAL

	£	p
1.00 <u>Contract Conditions. Preliminaries and Trade Preambles</u>		
1.01 Contractor is to allow for all preliminary, site set up and management costs including profit and overheads and for all matters and conditions necessary for the proper execution of the work in its entirety and pertaining to this Contract.	£	
1.02 Reference should be made to Sections A, B and C: Contract Conditions, Preliminaries and Preambles sections with this specification to ensure all work requirements are considered and included in the total of the Prices.	£	
1.03 <u>Drawings</u>		
1.03A No drawings are applicable to this Contract.	£	
1.04 <u>Contact</u>		
1.04A Any questions regarding the scope of work should be addressed to Daron Hand, Teignbridge District Council on 01626 215461.	£	
1.05 <u>Accreditation</u>		
1.05A The Contractor will provide evidence of its competence to carry out the Services through registration with a nationally recognised and approved body such as the National Inspection Council for Electrical Installation Contracting (NICEIC), UKAS accredited organisation meeting the standards of EN 45011, the European standard for the certification of products, processes and services or equivalent nationally recognised and reputable body.	£	
1.05B All work together with testing and inspection under this contract shall be executed in accordance with all Statutory instruments,		

regulations, standards and relevant codes of practice including the following:

- Provision and Use of Work Equipment Regulations 1998;
- The Electricity at Work Regulations 1989;
- The Electricity Supply Regulations 1988 [SI 1988 No 1057];
- BS 5839: Part 1: 1988 Code of Practice for System Design Installation and Servicing;
- Electrical work to BS 7671 IEE Regulations current edition or subsequent amendments.
- Construction (Design and Management) Regulations 2015;
- Working at Height Regulations 2005;
- And any other standard, regulation or industry best practice guidance relevant to any aspect of these Services.
- HVCA/CIBSE Volume 3 specification for maintenance of control, energy and building management systems.
- CIBSE Applications Manual 6 Contract Energy Management.

Any work, testing, examination, materials, manufacturing, parts and components etc., are to comply with the current British Standards and guidelines. Evidence of conformity will be provided to the PM upon request.

1.06 Competencies

1.06A The Contractor shall only employ persons who can demonstrate competency for work they are to carry out. Persons undertaking this work are to have the necessary detailed knowledge, understanding, training and experience, and have access to the requisite tools, equipment and information.

1.06B The Contractor employees shall have completed a recognised BEMS/HVAC and/or current electrical regulations course. Typically these may include: City and Guilds (C&G) 2382 standard or equivalent current version and C&G 2394 and/or C&G 2395 or current equivalent. In all circumstances a person of equal competence shall supervise all Services under cover of this Contract.

£	p
£	
£	
£	

1.06C The Contractor shall demonstrate their competency in the use of the BEMS programme Siemens Desigo Insight software via evidenced training accreditations, workplace experience and previous project work.

1.06D The Contractor is to provide the PM with evidence for such training including refresher courses for all individuals engaged on work under this Contract before the Contract Start Date.

1.07 BEMS/HVAC maintenance

1.07A Maintenance will be carried out as per the Contract Documents.

1.07B The frequency and number of maintenance visits shall be as per Appendix B: Pricing Framework. Refer to the Trade Preambles for further detail.

TOTAL PART ONE CARRIED TO THE SUMMARY PAGE =

£	p
£	
£	
£	
£	

DOCUMENT NOT PART OF TENDER ADVERT ONLY.

£	p
ONLY.	

2.01 The Contractor shall inspect, test, service and maintain the HVAC and BEMS equipment at the Locations shown in Appendix A and this Contract Document as per the frequency set out in Appendix B: Pricing Framework.

The frequency and number of visits per annum is based on the number of I/O points at each Location. The Contractor will be expected to prepare their programme of work to visit each Location at evenly spaced times during the year where more than one visit over a 12 month period is necessary. Each 12 month period will commence from the Contract Start Date or its subsequent anniversary date.

2.02 Service and maintenance approach as set out in Appendix B: Pricing Framework will require a minimum 50% of all the points at Dawlish Leisure Centre and Newton Abbot Leisure Centre to be tested once per annum with each point being tested at least once every two years. Points at all other Locations are to be tested once per annum.

2.03 At Locations where the Services will take more than one working day to complete during any twelve month period the Contractor is to allow for making separate equally spaced visits during the twelve month planned service visit programme period. The twelve month period will commence on the Contract Start Date and thereafter on the anniversary date.

2.04 The emphasis for the Services is to keep ad hoc / reactive call outs to a minimum and incorporate any routine or low priority repairs into the planned programme of service visits. The Contractor will make allowance for this approach and include for repair at the same time as the planned programme of service visits without extra cost. Any ad hoc / reactive repair visits due to a failure to carry out the planned programme of service visit work correctly will be at the Contractor expense as per the general Conditions of Contract.

2.05 Maintenance is to be completed in accordance with the PM approved programme of work to be agreed and provided by the

<p>Contractor to the PM prior to the Contract Start Date or its anniversary for each subsequent calendar year.</p> <p>2.06 The Council reserves the right to adjust change or vary the extent, quantity or scope of the work at any time during the Contract Period and the Contractor must allow for this event in his pricing for this Contract.</p> <p>2.07 The pricing framework rates for the support and maintenance Services shall include for a complete check of each installation and the provision of a support line and any particular arrangement at each location to comply with the relevant British Standard manufacturer instruction or relevant regulation.</p> <p>All work is to include for all access plant, tools or equipment to complete the Services in their entirety.</p> <p>2.08 The Contractor shall provide certification, service and/or job sheets in a recognised format or PM approved equivalent format for each location containing details to satisfy the relevant British Standard and/or meet regulatory requirements.</p> <p>Certification, service and/or job sheets are to be signed by a responsible person at each address confirming attendance and completion of the works.</p> <p>The Contractor shall update the site based log book and all existing labels. Where existing labels are complete, damaged or otherwise unusable, the Contractor shall affix additional labels. A replacement log book/s shall also be left on site by the Contractor where these are found to be missing.</p> <p><i>Technical Support Telephone Line for Council Staff</i></p> <p>2.09 The Contractor is to set and provide Council staff with telephone technical support that can be accessed during normal working hours and the operational hours for the leisure centres up to 10pm. The telephone support line is to be used to provide direct support to staff in the event of an enquiry or difficulty with the BEMS system. The cost for this service shall be included in the price submission</p>		
--	--	--

p

2.06 The Council reserves the right to adjust change or vary the extent, quantity or scope of the work at any time during the Contract Period and the Contractor must allow for this event in his pricing for this Contract.

All work is to include for all access plant, tools or equipment to complete the Services in their entirety.

Certification, service and/or job sheets are to be signed by a responsible person at each address confirming attendance and completion of the work.

The Contractor shall update the site based log book and all existing labels. Where existing labels are complete, damaged or otherwise un-usable, the Contractor shall affix additional labels. A replacement log book/s shall also be left on site by the Contractor where these are found to be missing.

Technical Support Telephone Line for Council Staff

209 The Contractor is to set and provide Council staff with telephone technical support that can be accessed during normal working hours and the operational hours for the leisure centres up to 10pm. The telephone support line is to be used to provide direct support to staff in the event of an enquiry or difficulty with the BEMS system. The cost for this service shall be included in the price submission

PART TWO: PRICING FRAMEWORK

and included the sums inserted in the Pricing Framework in Appendix B.

2.10 Enter total carried forward from **Appendix B: Pricing Framework** here:

Appendix B: Support and Maintenance with Pricing Framework
Total =

TOTAL PART TWO CARRIED TO THE SUMMARY PAGE

£	p
£	.
£	

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

3.00 SCHEDULE OF RATES FOR COMPONENT RENEWAL AND THE PROVISION OF ACCESS PLANT

The following items and associated rates are to be priced in accordance with the terms and conditions of this Contract. They do not supersede or replace any servicing or maintenance work described, specified or outlined elsewhere in the Contract.

Rates are to include: transportation costs and time, call out fee (if applicable), incidental costs and sundries, equipment, plant, attendance etc. and of applicable to complete each task shown beneath.

3.01B Total 1no. @ £...../ fitting = £.....

£	p
£	
£	

PART THREE: SCHEDULE OF RATES

3.01C Carry out replacement of Desigo I/O module TXM 1.16D and associated existing wiring, loop test plant and test.

3.01D Total 1no. @ £...../ fitting = £.....

3.02 Erect Tower Scaffold.

Supply, erect, position and dismantle mobile light weight tubular tower scaffold to facilitate high level access in a safe manner. Charge per day. *Contractor to note this rate is for call-out instructions only. The cost to employ access plant for programmed servicing / maintenance works shall be included in elsewhere.*

Total 1no. Tower Scaffold @ £.....per day = £.....

3.03 Employ hydraulic hoist / lift.

Supply and operate mobile hydraulic lift to facilitate high level access in a safe manner. Charge per day. *Contractor to note this rate is for call-out instructions only. The cost to employ access plant for programmed servicing / maintenance works shall be included in elsewhere.*

Total 1no. Lift / Hoist @ £.....per day = £.....

3.04 Staff Training

The Contractor is to provide a price to deliver staff training at a Location over a session lasting up to four hours during normal working hours.

Allow for two separate 4 hour training periods @ £..... per training session over a 12 month period.

The above items in Part Three are provisional to be removed or expended in part or full at the discretion and under the direction of the Council. Where the provisional total for any item is exceeded the additional work requirement shall be charged pro rata using the rate entered above.

TOTAL PART THREE CARRIED TO THE SUMMARY PAGE =

£	p
£	
£	
£	
£	
£	
£	
£	

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

4.00 DAYWORK RATES

Contractor is to insert the minimum order value applicable to any call out instruction released during the Contract Period. The minimum order value is **NOT** a call out fee and is to include all mileage, travel time and incidental costs including call out fee to reach any of the Locations. Minimum order value to apply where the total cost for any call out work does not exceed this value. The minimum order value will only be applicable where the instruction to attend is outside the scheduled programme of Services.

NOTE: A Contractor's invoice value for call out work will be either the minimum order value or the actual value for the work where this exceeds the minimum order value.

Minimum Order Value £.....* per Works order instruction.

* - Insert zero value if not applicable.

Allow for 5 call outs @ the minimum order value of £.....* per call out. Total =

This item is provisional to be removed in full or expended in part or full under the direction of the Project Manager.

4.02 Labour:-

4.03 State your all-inclusive rates for 10 hours work (inclusive of transportation costs and time, call out fee) carried out by the following tradesmen which are to apply for Services executed between 08:00 and 17:00 hours on weekdays (exclusive of statutory holidays):

BEMS/HVAC support engineer 10 hours @ £..... / hour. Total =

Electrician Mate,
Labourer or
Apprentice

10 hours @ £...../ hour. Total =

This item is provisional to be removed in full or expended in part or full under the direction of the Project Manager.

£	p
£	
£	
£	

PART FOUR: DAYWORK RATES

- 4.04 State your all-inclusive labour rates for 10 hours of work (inclusive of transportation costs and time, call out fee) carried out by the following tradesmen which are to apply for Services executed **OUTSIDE** normal working hours.

BEMS/HVAC support engineer 10 hours @ £...../ hour. Total =

Electrician Mate,
Labourer or

Apprentice 10 hours @ £...../ hour. Total =

The use of day work rates will only be allowed at the express written permission of the Project Manager.

This item is provisional to be removed in full or expended in part or full under the direction of the Project Manager.

- 4.05 Materials:-

Allow for the material sums shown below to be used in connection with repair work outside the servicing and repair requirements.

Contractors will be paid the actual invoiced price net of all trade and other discounts, rebates and allowances, other than any cash discount not exceeding 5% obtainable by the Contractors for prompt payment.

For materials up to the value of £100:

Add the incidental costs, overheads and profit £ addition of %.

For materials up to and over the value of £500:

Add the incidental costs, overheads and profit £ addition of %.

This item is provisional to be removed in full or expended in part or full under the direction of the Project Manager.

£	p
£	
£	
£100	
£	
£500	
£	

PART FOUR: DAYWORK RATES

4.06 Plant:-

Allow for the sum of £100 for plant used in connection with the repair work that is outside the servicing and repair requirements.

Add the incidental costs, overheads and profit £ addition of %.

This item is provisional to be removed in full or expended in part or full under the direction of the Project Manager.

TOTAL PART FOUR CARRIED FORWARD TO THE SUMMARY PAGE =

£	p
£100	
£	.
£	

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

SUMMARY PAGE

PART ONE General

PART TWO Pricing Framework

PART THREE Schedule of Rates Provisional Quantities.

PART FOUR Day work Rates Provisional.

**SECTION SIX PRICING DOCUMENT TOTAL CARRIED
FORWARD TO PART C SCHEDULE ONE FORM OF QUOTATION
AND DECLARATIONS BELOW =**

£	p
£	
£	
£	
£	
£	

NOTE:-

With the exception of the BEMS/HVAC support and maintenance pricing framework, the tender sum is for competitive and analytical purposes only. There is no guarantee as to the likely annual value of ad-hoc works due to their inherently unpredictable and reactive nature. The PM reserves the right to amend or alter the scope of the Services during the Contract Period and the Contractor must allow for this possibility in their price.

APPENDIX A

SUPPORT OF THE HVAC CONTROLS AND BEMS SYSTEM

LOCATION DETAILS

DOCUMENT NOT PART OF TENDER ADVERT ONLY.

TDC REFERENCE	Site	SITE ADDRESS	CONTACT DETAILS
106-P5-B1	Dawlish Leisure Centre	Sandy Lane, Dawlish EX7 0AF	Duty Manager 01626 215637
106-P4-Z1	Dawlish All Weather Hockey Pitch	Sandy Lane, Dawlish EX7 0AF	Duty Manager 01626 215637
213-P5-B3	Forde House Offices	Forde House, Brunel Road, Newton Abbot, TQ12 4XX	Daron Hand 01626 215461
273-P1-B11	Multi storey Car Park	Sherborne Road, Newton Abbot, TQ12 2QZ	Car Park Service 01626 215844
228-P1-B1	Decoy Park Wet Play	Decoy Country Park, Newton Abbot TQ12 1EW	Sian Avon 01626 215742
395-P1-Z5	The Den Wet Play	The Den Recreational Area, Teignmouth TQ14 8BD	Sarah Holgate 07876 396648
254-P1-B4	Butter Market Hall	Market Street Newton Abbot Devon TQ12 2RJ	Mike Walsh 07901510183
260-P1-B1	Newton Abbot Leisure Centre	Highweek Road, Newton Abbot, Devon TQ12 2SH	016216 215660
364-P3-B1	The Lido	Eastcliff, Teignmouth TQ14 8SZ	Open between April and September. Contact Dawlish Leisure Centre for access.

APPENDIX B

SUPPORT OF THE HVAC CONTROLS AND BEMS SYSTEM

PRICING FRAMEWORK

DOCUMENT NOT PART OF TENDER ADVERT ONLY.

REFER TO DOCUMENT/S:

***Appendix B_BEMS PRICING FRAMEWORK_1949
released as part of the Tender Documents.***

Contractor is to enter their prices in the pricing framework and enter the overall total in Part Two of the Specification of Works.

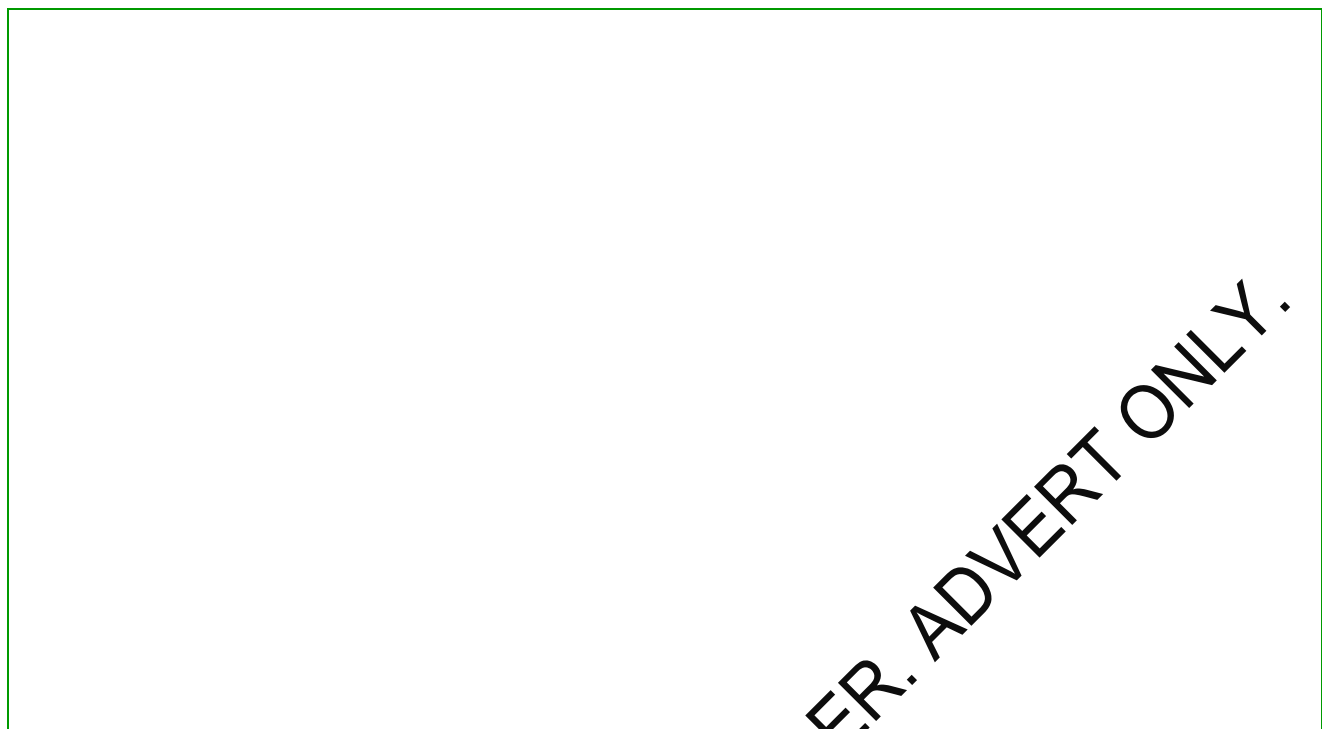
The priced framework document is to be returned with the tender submission.

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

Section 7 The Quality Assessment

Question Number	Question
Weighting Criteria [20%]	
<p>Authority's minimum requirements: Applicant is fully detail how they will deliver the requirements of this Contract including health and safety, how they intend to provide technical support to Council staff and communicate / evidence the outcome of their service visits.</p>	
<p>Response: [Maximum number of works 1000]</p>	

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.



DOCUMENT NOT PART OF TENDER. ADVERT ONLY.

PART C - SCHEDULES

Schedule 1 - Form of Quotation and Declarations

Request for Quotation Which Does Not Include a Formal Deed of Agreement

Having examined the Request for Quotation and its accompanying documents (which I/we shall keep) and being satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the Contract offer to provide or supply upon the terms and conditions of the contract contained in Part D Appendix C in its present form the Services for the fixed price as indicated below for the contract period:-

Fixed contract price of

£

and/or during the contract period at the price ascertained under the terms and conditions of contract.

I/We understand and agree that your written letter of acceptance of our Quote shall constitute the making of a binding contract between us.

I/We understand that the information provided in this quotation document and any supporting information provided by us will be relied upon and taken to be true and accurate. If it is subsequently determined that any information supplied was inaccurate, I/we understand and accept that Council reserves the right to exclude our offer to supply (if still under evaluation) or if the Contract has been awarded and the information inaccurately supplied had a significant bearing on the award, that Council shall be at liberty to terminate the Contract.

I/We understand that you are not bound to accept the lowest or any Quote you may receive.

Signed.....

Date

in the capacity of

duly authorised to sign for and on behalf of

(in BLOCK CAPITALS)

Telephone No.

Postal Address

Schedule Two Certificate of Undertaking and Absence of Collusion or Canvassing and Certificate of Confidentiality

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING

The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply.

Box A – Consortium

I/We the undersigned do hereby certify that:-

- (a) the consortium's Tender is bona fide and intended to be competitive;
- (b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made;
- (c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
- (d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract.
- (e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium's behalf has done or will do such an act.
- (f) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender.

Box B – Single Body and/or Individual

I/We the undersigned do hereby certify that:-

- (a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person;
- (b) I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender;
- (c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted;
- (d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the nature specified and described above.
- (e) I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief no person employed by me/us or acting on my/our behalf has done or will do such an act.
- (f) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender.

Signed*:

Date:

Name *(in block capitals)*:

In the capacity of: *(State official position, i.e. Director, Manager, etc.)*

**(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

CERTIFICATE OF CONFIDENTIALITY

I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

Signed*:

Date:

Name *(in block capitals)*:

In the capacity of: *(State official position, i.e. Director, Manager, etc.)*

**(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

Schedule 3 - Commercially Sensitive Information

The Authority may be obliged to disclose information in or relating to this Quotation following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Quotation.

I declare that I wish the following information to be designated as Commercially Sensitive.

--

The reason(s) it is considered that this information should be exempt under Freedom of Information Act FOIA) or Environmental Information Regulations (EIR) is:

--

PART D - APPENDICES

Appendix C - Terms and Conditions of Contract for Services



180410 Terms and
Conditions for Servi

Double click on the icon above to view the terms and conditions that apply to this RFQ.

Appendix D - Defined Terms

For the purpose of this Quotation the following words and expressions shall have the meanings set out below.	
Appendix	The referred Appendix attached to, or supplied with, this RFQ.
Applicant	Any person or persons, firm or firms, company or companies bidding for the Services, Supplies or Works detailed in this RFQ, or, where there is more than one organisation applying, the lead organisation.
Authorised Officer	The person(s) detailed in 1.1 of this RFQ.
Award Criteria	The evaluation criteria that will be applied to all bids satisfying the Selection Criteria (if applicable).
Contract	The Contract for the provision of the Services, Supplies or Works, which will be awarded to the successful Applicant.
Council	Teignbridge District Council
Lead Organisation	In the case of a consortium Applicant or an Applicant relying on Significant Subcontractors, the organisation responsible for leading the submission.
Quality Assessment/Evaluation	The quality element of an Applicant's bid and/or the evaluation relating to that quality aspect.
Quotation/Quote	Shall mean the Applicant's offer to the Authority, which shall be submitted as the completed procurement documents
Relevant Organisation	(a) where the Applicant is a consortium, each consortium member other than the Lead Organisation; and (b) where the Applicant or consortium member is a prime contractor, each Significant Subcontractor other than the Lead Organisation.
Request for Quotation (RFQ)	This Request for Quotation documentation for this project.
Selection Criteria	The criteria used to select those Applicants whose bids will be considered for evaluation against the Award Criteria.
Significant Subcontractor	Where there is a subcontracting arrangement, each proposed subcontractor where that proposed subcontractor will be

	contributing significantly, either in terms of value or importance to the performance of the Works.
Supplies	The Supplies or materials as described in this RFQ.
Services	The Service or Services as described in this RFQ.
Works	The Works as set out in this RFQ.

DOCUMENT NOT PART OF TENDER. ADVERT ONLY.