

Easthampstead House,
Town Square, Bracknell,
Berkshire, RG12 1AQ
Tel: (01344) 352000



INVITATION TO TENDER (ITT)

For

**The Inspection, Comprehensive Maintenance &
Testing of Lifts at Bracknell Forest Council Sites**

FEBRUARY 2015

COMPLETED BY

ORGANISATION	[Tenderer to complete]
NAME	[Tenderer to complete]
DATE	[Tenderer to complete]

TO BE COMPLETED AND RETURNED TO THE COUNCIL

This document contains **RESTRICTED INFORMATION** once completed by the
Tenderer.

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1 Introduction

1.1 Background

- 1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998. The Council's services are divided between four directorates, Corporate Services, Adult Social Care, Health & Housing, Environment, Culture & Communities and Children, Young People & Learning.
- 1.1.2 This Invitation to Tender (ITT) has been completed on behalf of the Corporate Services, Construction and Maintenance Team and sets out how your organisation can submit a tender for the Inspection, Comprehensive Maintenance and Testing of Lifts at Bracknell Forest Council Sites.

1.2 Outline Requirement

- 1.2.1 The appointed contractor will provide a service for the Inspection, Comprehensive Maintenance and Testing of Lifts at Bracknell Forest Council Sites.
- 1.2.2 This will include the cost of the supply and installation of all replacement parts (limits to liability are detailed in Appendix F - Specification).
- 1.2.3 The appointed contractor will also provide an emergency call out facility.
- 1.2.4 The contract will be for a maximum duration of 3 years, covering an initial period of 2 years plus an optional extension of 1 year (2 + 1 = 3).

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1.3 Project Schedule

- 1.3.1 The following is the proposed timetable for the procurement and implementation of the Inspection, Comprehensive Maintenance and Testing of Lifts at Bracknell Forest Council Sites Contract:

Publish advert on South East Business Portal			
Supplier Visits to the Council Offices. Please contact the individual named in 2.1.10 to arrange this.	9am – 4pm		
Last Questions from Tenderers			
Issue Final Question & Answer Summary			
Receive Response from Tenderers	Mid Day		
Clarification Interviews (further details will be sent out if we require a meeting with you)			
Tender Evaluation Completed			
Contract Award			
Contract Start Date			

Appendix A, B, C, D, E,F,G and H should be used for information purposes and Schedules 1-8 are for completion and return by the tenderers.

2 Instructions to Tenderers

2.1 General Instructions

- 2.1.1 If you intend to tender for the service, please read the following instructions carefully and prepare your tender accordingly.
- 2.1.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.1.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 2.1.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.

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- 2.1.5 Clarifications of the invitation to tender documents must be made **by email** to the following:
- 2.1.6 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than 4 March 2015.
- 2.1.7 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.1.8 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.
- 2.1.9 All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.
- 2.1.10 It is recommended that you view a sample of the lift sites before tender submission. Please contact the following to arrange this:

Name and Title:

2.2 Tender Response

- 2.2.1 Please submit your quotation by email to [redacted]. Emails larger than 30Mb will be held by ICT pending manual release and emails above 50Mb will be rejected. For this reason, we recommend that you split into separate emails below 30Mb, clearly marked as 1 of 3, 2 of 3, etc., in the subject. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be automatically rejected. We are unable to accept quotations on USB stick.

The ITT is divided into two sections and your submission should contain the information called for in each section below:

The **technical** section should include:

- Organisation Information (Schedule 1)
- Method Statement (Schedule 2) – questions detailing the means of meeting the requirements of the Specification and covering in particular (though not exclusively) the following:
 - Maintenance delivery
 - Health and Safety
 - Minimising disruption
- References (Schedule 3)
- Specification Compliance Statement (Schedule 4)

No pricing should be included in the technical section.

The **commercial** section should include:-

- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule (Schedule 5)

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- Conditions of Contract Compliance Statement (Schedule 6)
- The completed Schedule of Reserved Information - see guidance attached at Appendix H (Schedule 7)
- The Form of Tender statement (Schedule 8) completed, signed and dated.

2.2.2 Respond to all sections in the Method Statement, Schedule 2. You should complete your responses in blue ink into this document. Alternatively, you may submit a separate document providing the tender cross references the section and paragraph numbers of this invitation to tender.

All sections must be responded to even if simply “Understood” or “Agreed”.

2.2.3 The Council may have indicated a maximum number of words against some questions. The number, if specified, includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.

2.2.4 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.

2.2.5 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.

2.2.6 All pricing should be stated exclusive of VAT.

2.2.7 Tenders shall remain open for an initial acceptance for a minimum of 90 calendar days, although the Council may ask you to extend of the period of validity.

2.3 Submission of Tenders

2.3.1 The original, signed, tender must be returned by no later than (12) **mid-day on**

2.3.2 ensure that you include “Lift Maintenance Tender” in the subject of the email.

2.3.3 Do not include your organisation name in the subject line as your tender may be rejected and please be aware of the file limit stated in 2.2.1

2.4 Evaluation of Tenders

2.4.1 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.

2.4.2 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.

2.4.3 The contract will be awarded on the basis of the most economically advantageous offer having regard to:

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- 2.4.4 The **Total Cost** of the service, incorporating price and estimated effort required by the Council (50% of the total score)
- 2.4.5 The **Quality** of the solution in terms of functionality and infrastructure (50% of the total score) takes into account issues such as; quality, price, technical merit, aesthetic and functional characteristics, environmental characteristics, after sales service, technical assistance, delivery date and delivery period and period of completion.
- 2.4.6 The **Total Cost** score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 30(6) of the Public Contracts Regulations 2006) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.
- 2.4.7 The Council's evaluation may include the option of clarification interviews. Further details will be sent out only if required, after the submission of your tender.
- 2.4.8 The headline **Quality** evaluation criteria are as follows:-

Criteria	Marks	Applicable Document(s) & Section(s)
Organisation Information	10	Schedule 1
Mobilisation	5	Schedule 2 (1.1)
Technical Ability Staff	20	Schedule 2 (2.1,2.2)
Training	10	Schedule 2 (3.1)
Service Levels and Performance	10	Schedule 2 (4.2)
Contract Monitoring	10	Schedule 2 (5.1)
Health and Safety	15	Schedule 2 (6.1,6.2)
Environmental Management and Added Value	10	Schedule 2 (7.1,7.2)
References	10	Schedule 3
Financial Standing	Pass/Fail	Credit Check
Total	100	

- 2.4.9 The evaluation spreadsheet which details any **sub-criteria** and formulae used is attached as Appendix G of this ITT.
- 2.4.10 The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- 2.4.11 You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

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2.5 Alternative Offers

2.5.1 Alternative offers will not be considered.

2.6 Canvassing

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

2.7 Whistle blowing policy

Your attention is drawn to the Council's whistle blowing policy which can be found on the Procurement website at: www.bracknell-forest.gov.uk/procurement

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Appendix A

Maintenance Service Guide For Hydraulic Operated Lifts (Passenger & Disabled Where Applicable)



Appendix A-
Maintenance Service

Please see the embedded file:

Appendix B

Maintenance Service Guide for Traction Operated Lifts (Passenger & Disabled Where Applicable)



Appendix B --
Maintenance Service

Please see the embedded file:

Appendix C

Maintenance Service Guide for Service Lifts (Dumb Waiter, Electric, Hydraulic, Platform etc)



Appendix C -
Maintenance Service

Please see the embedded file:

Appendix D

JCT Measured Term Contract 2011



Appendix D JCT
Terms.pdf

Please see the embedded PDF file:

Appendix E

JCT Measured Term Contract Guide 2011



Appendix E JCT
Guide.pdf

Please see the embedded PDF file:

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Appendix F – The Specification

- 1.1 The contract comprehensively covers the provision of skilled and unskilled labour of the appropriate grade and trade for the different aspects of the work, in particular skilled electrical operatives capable of carrying out all of the servicing, inspections, checks and testing, together with the ability to verify and diagnose fault conditions from readings of the tests carried out, and also fully complete all certificates and record sheets for each installation.
- 1.2 The Contractor shall provide a full programmed maintenance regime to include checking, cleaning, adjusting and lubricating all equipment and parts making up the Lift as necessary to ensure the proper and safe operation of the lift and to maintain its full effectiveness.
- 1.3 In the event that a problem which cannot be rectified during the course of the programmed service visit is discovered by the maintenance engineer, the engineer shall inform the Contract Administrator and the Building Manager and fully complete all certificates and service record sheets for each installation before leaving the site. Within 5 working days the Contractor shall provide the C.A. with a quotation to carry out the necessary repairs so as to restore the proper and safe operation of the lift and return it to full operational order.
- 1.4 Work to be undertaken at each routine visit**
- a) Hydraulic Operated Passenger and Service Lifts
Carry out all service operations as detailed in Appendix A at the specified time periods.
- b) Traction operated Passenger and Service Lifts
Carry out all service operation as detailed in Appendix B at the specified time periods.
- c) Service Lifts (Dumb Waiter, Electric, Hydraulic, Platform Etc.)
Carry out all the service operations as detailed in Appendix C - Maintenance Service Guide at the specified time periods.
- d) All Lifts (in addition to 1.4 a, b & c above)
- i) Always ride in the car, checking starting and stopping motions. Check floor levels at each landing, check operations of all doors, gates and alarm bells, stop switches, safety edges or electronic detector devices.
 - ii) Check any unusual noises.
 - iii) Inspect all motor rooms and equipment. Remove any oil spillage, lubricate bearings and remove surplus grease.
 - iv) Remove any rubbish and keep clean.
 - v) Check condition of Lift pit and underside of car. Clean as required and inspect pit equipment.
 - vi) Check operation of car top control unit. Lubricate guides and sheaves as necessary. Clean car top.
 - vii) Operate Alarm Bell and check indicators, voice communication devices and monitor systems.
 - vii) Action any noted defects from (i) to (vii) above.
 - viii) Provide log-book in each motor room and note all service dates and remedial repairs.

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1.5 All Lifts Yearly

- i) On first visit of each year carry out the Site Safety Assessment and complete a new report and forward copy to CA. Check the SSA on each programmed service visit and adjust as necessary.
- ii) Detail any statutory applicable upgrade or improvements required to conform to changes within Health and Safety Executive guidelines and advise CA.

1.6 Inspections to Formulate Maintenance Programme

The Contractor shall, by his inspection prior to tendering and by any subsequent inspection he deems necessary formulate the maintenance programme. This shall include the examinations noted in 1.7 below to the extent the Contractor discovers to be necessary from information included in these documents and from his inspections.

This programme shall be submitted to the Contract Administrator prior to the start of the programme.

1.7 Examination and Testing of Lifts

- a) All lifts will be subjected to the SAFED “Guidelines on the supplementary tests of in-service lifts” 2006 inspections which will be carried out by a “competent” person instructed to carry out the inspections and to determine which further tests are necessary and the frequency of the tests.

The “competent” person will be someone who “has such appropriate practical and theoretical knowledge and experience of the lifting equipment to be thoroughly examined as will enable them to detect defects or weaknesses and to assess their importance in relation to the safety and continued use of the lifting equipment” (Definition Lowler 1998).

The “competent” person will either be:

- i) Insurance Company Engineer.
 - ii) Approved Authorised Independent Engineer.
- b) The inspections will be carried out at 6 monthly intervals and the reports will be forwarded either in “electronic” format or by “hard” copy.
 - c) The contractor will then organise and carry out the required tests and issue the appropriate certificates as approved in the format of Section 5, Annex A of the SAFED Guidelines 2006. These shall be provided within 4 working weeks (28 days) of the receipt of the engineers report.
 - d) Where faults are indicated on the “competent” persons report these shall either:
 - i) be rectified immediately under the terms of this comprehensive contract; or
 - ii) Referred immediately to the Contract Administrator.

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- iii) No lift shall remain in operation if a test or examination fails and the lift would be left in a dangerous condition.

1.8 Supplementary Tests Pricing

The contractor shall provide costs (refer to Schedule 5) for the carrying out of these supplementary tests as defined in the SAFED "Guidelines on the supplementary test of in-service lifts" 2006, Section 4.

- 4.1 Earth Continuity.
- 4.2 Electric Safety Devices.
- 4.3 Terminal Speed Reduction Systems.
- 4.4 Landing Door Interlocks.
- 4.5.1 Lift Machine - Investigating Test (type A).
- 4.5.2 Lift Maintenance Comprehensive Test (type B).
- 4.6. Safety Gear System Overspeed Governors.
- 4.6.1 Safety Gear System - Governor operated safety gear instantaneous type
- 4.6.2 Safety Gear System - Governor operated safety gear progressive type.
- 4.6.3 Safety Gear System - Operated by other means (broken rope).
- 4.7 Devices to prevent overspeed of the ascending lift car.
- 4.8.1 Energy dissipation buffers without switches.
- 4.8.2 Energy dissipation buffers with switches.
- 4.9 Suspension system.
- 4.10 Car overload detection warning devices.
- 4.11 Hydraulic system.
- 4.11.1 Hydraulic cylinder in bore holes or similar location.
- 4.11.2 Hydraulic rupture/restrictor valves.
- 4.12.1 Anti-creep devices - Electrical.
- 4.12.2 Anti-creep devices - Mechanical.
- 4.12.3 Anti-creep devices - Mechanical with weights.
- 4.13 Low Pressure detection device.
- 4.14 Traction, brake and levelling.
- 4.15 Car/Counterweight balance.

1.9 Arranging Inspections

Note: Once a service has been commenced the operatives will continue until completion **and must not be withdrawn from site.**

The Contractor will be required to:

- a) Arrange his own dates for inspection and at each visit report to the Head of Establishment (Head Teacher, Bursar, Officer-in-Charge etc) or a nominated person on both arrival and departure.
- b) Advise the establishment three weeks in advance by sending a letter to the establishment informing them the date and time of the visit. If, after arranging access the Contractor is prevented from carrying out the work, he must inform the Contract Administrator who will take the necessary action. Once started, servicing shall be systemically carried out with completion of the services in any one premise before proceeding to the next site.

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2.0 Programmed Visits

The Contractor shall make the following programmed visits in order to effect the programmed maintenance:

2.1 Hydraulic & Traction Passenger and Service Lifts and Associated Equipment

Make six (6) visits at two monthly intervals for servicing, testing and inspection.

2.2 Service (Dumb Waiter) type Lifts, Electric Platform/Ramps and other associated equipment

Make four (4) visits at three monthly intervals for servicing, testing and inspection.

2.3 Limits to Liability

The Contractor shall not be liable for the following:

- i) Maintenance of internal car finishes.
- ii) Renewal of bulbs.
- iii) Maintenance of Phone Lines for communication systems.
- iv) Cleaning of car finishes, doors and surrounds and cleaning out of bottom tracks.
- v) The replacement of Rams and cylinders on hydraulic lifts (including hydraulic seals).
- vi) "Complete" control panels in plant rooms (individual circuit boards to be included in replacement Section 3.1).
- vii) Equipment damaged by "Vandalism" or inappropriate use.

2.4 Normal Working Hours and Emergency Call Out

The Contractor shall carry out the work within normal working hours and on normal working days. Between the hours of 8.00 am and 5.00 pm Monday to Friday inclusive, excluding Bank Holidays.

The Contractor shall also provide 24 hour, 365 days a year, emergency call out cover with the following response times:

- Maximum 1 hour for Priority A Call Outs - 'Entrapments'
- Maximum 2 hours for Priority B Call Outs - Residential Establishments
- Maximum 4 hours for Priority C Call Outs - all others.

Emergency lift wind down will be required for the Release of Trapped Persons and will be provided as part of a Priority A call out.

Priority A call out Entrapments must be responded to within a **maximum of 1 hour**.

2.5 Contractor's Reports and Periodic Progress Meetings

After each visit (routine or breakdown), submit a report (Hard Copy) to the Contract Administrator on the reason for the visit and condition of the equipment.

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It is a requirement of the contract that the Officer in Charge/Head of Establishment concerned, or his representative, countersign the Contractor's report form with their attention being drawn to any abuse of the installation.

Sample report forms are to be supplied by the Contractor and be approved by the CA within 14 days of commencement of this contract.

Ensure that all reports where applicable give details of the following:

- i) Any new parts supplied and fitted to replace defective parts.
- ii) Any work or replacement not specified but which is considered by the Contractor to be necessary.

The Contractor shall attend progress meetings, to be held at two monthly intervals at the employer's office, Easthampstead House, Bracknell, Berkshire (or other agreed location) on dates to be agreed.

2.6 Nominated Person

The Contractor shall nominate the person responsible for this contract who should also be available as the Council's contact. He shall report personally upon the progress of this Contract to the Council's representative at the Periodic Progress Meetings.

2.7 The Construction (Design And Management) Regulations 2007

These regulations require the client's appointed "Contractor" to prepare a health and safety plan and state the information which should be included in the health and safety plan.

It is considered that sufficient information is included in the preliminaries and conditions of contract, the specification and maintenance sheets to satisfy the requirements of the "Client". See Appendix C for further information.

The Contractor is responsible for preparing a health and safety file which will contain information about the maintenance installation. Any changes made to the installation which would affect the health and safety of those maintaining it or altering it in the future would also be added to the file, by the Contractor if appropriate.

2.8 Applicable British Standards and Guidelines

- a) BS EN 130 15:2001 + A1:2008. Maintenance for lifts and escalators – Rules for maintenance instructions.
- b) BS 5656 : Safety Rules for the Construction and Installation of Escalators and Passenger Conveyors.
- c) SAFED Guidelines 2006.
- d) PM34 HSE Guidance Note.

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2.9 Opted Out Schools/Colleges

Where indicated on the schedule, these sites are responsible for authorising all additional work outside the terms of the service contract. This work will be invoiced directly to the establishment.

2.10 Out of hours working, Daywork rates, materials and plant

Where you are instructed to carry out work out of hours or are instructed to carry out work additional to that specified you shall keep an accurate record of the time spent and materials and plant used for each instruction.

- a) Labour rates shall be comprehensive and inclusive of all normal overheads and profits and of the normal tools required for the work.
- b) The cost of materials used in dayworks is to be charged at invoice cost. Cash discounts received not exceeding 5 per cent are to be retained by the Contractor. Trade discounts shall be allowed to the Employer. Invoices are to be made available to the Employer at the time the relevant daywork sheets are submitted.

2.11 Contractor's Performance & KPIs

Contract Performance

The contractor's performance will be measured on a monthly basis and the contractor must supply monthly reports detailing its performance against the following KPIs:

- Percentage of Priority A call-outs 'Entrapments' completed within 1 hour (Target 97%)
- Percentage of Priority B call-outs for residential establishments completed within 2 hours (Target 95%)
- Percentage of Priority C call-outs all others completed within 4 hours (Target 95%)
- Customer satisfaction (Target 95% satisfied)
- Invoices for payment, including supporting documentation to be submitted within 6 weeks of job completion (Target 95%)
- Provide quotes for work not completed on first call within 4 days (Target 95%)
- Provide quotes for other work within 4 days (Target 95%)

2.12 Option to Extend Contract

The contract is fixed for 2 years with an option to extend for a further 1 year. The option to extend the contract will be based on the contractor achieving the targets identified in each KPI above.

Ultimately the decision to extend the contract, even if the contractor achieves the above targets, remains with the Council.

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Appendix G – Evaluation Spreadsheet



Appendix G -Tender
Evaluation Model.xls

Please see the embedded Excel spreadsheet file:

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Appendix H – Freedom of Information Act 2000

GUIDANCE TO TENDERERS ON FREEDOM OF INFORMATION ACT 2000: ACCESS TO INFORMATION ABOUT OR ARISING UNDER CONTRACTS

1 Introduction

1.1 All information relating to any tender made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance, will be covered by the Freedom of Information Act 2000 (the Act) from January 2005. The Council will be under a legal obligation to disclose such information if requested unless an exemption applies. The legal obligations to respond to a request for information falls on the Council. The Council must determine whether an exemption applies to information and whether the request should be refused. The Council may also be subject to disclosure obligations under other legislation or codes of practice. This Guidance sets out the approach of the Council to the disclosure of information about contracts.

2. General rules on disclosure

2.1 The Council has determined that, in the absence of special circumstances:-

- The Invitation to Tender (ITT) will always be available under the Act to those who enquire.
- Responses to tenders (apart from price information and commercially sensitive information – see below) will be held in confidence at least until award of the contract.
- Broad cost information will generally be available after award of contract under the Act to those who enquire.
- Information obtained from suppliers in responses to tenders and not generally available (future product information, research plans, financial details) will be held in confidence until no longer sensitive.
- Detailed tender prices will be held in confidence until no longer sensitive (see below).

2.2 Tenderers must therefore inform the Council, on the enclosed Schedule of Reserved Information, of such other information which it regards as being eligible for exemption from disclosure by the Council under the Act. The reasons for all such exemptions must be fully justified against the relevant section of the Act.

3. Reserved Information

3.1 The Act specifies a number of different grounds for exemption. Most of these are not considered to be relevant to a tendering process or subsequent award of contract. Those which are most likely to be relevant are:-

- The information constitutes a trade secret (section 43(1))

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- Disclosure would prejudice the commercial interest of any person (including the Council) (section 43(2))
 - Disclosure would constitute an actionable breach of confidence (section 41(1))
 - Personal data or information relating to the private life of any individual which is appropriate for protection (section 40)
- 3.2 If the Council agrees that information nominated by the successful tenderer may be legitimately classified as “reserved”, the Schedule of Reserved Information will form an integral part of the contract. The Schedule will list the class or category of information or the information itself and specify which exemptions under the Act apply to each specified class, category or specific information. The schedule shall indicate when it is likely that the information can be made available under the Act or if the information is unlikely ever to be made so available. Where such information is exempt under the rules governing commercial matters, (section 43(2)), then unless special circumstances apply, it will not be withheld under the Act for more than three years after completion/expiry of the contract.
- 3.3 Information relating to the overall value, performance or completion of the contract, contract records and administration will not generally be accepted as reserved information. The Council may however withhold access to such information under the Act in appropriate cases. The decision whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult the contractor.
- 3.4 The Council will automatically make information available under the Act from 3 years after completion/expiry of the contract, in the absence of specific agreement to the contrary. In the event that the Council receives a request for such information before the expiry of the 3 year period which it considers it may be appropriate to provide it will, wherever possible, notify the tenderer and take into consideration any representations made by the tenderer within 7 days of receipt of the notice by the tenderer.
- 4. Handling requests for information and notice to those affected**
- 4.1 Other than as set out above the Council shall have no obligation to consult the contractor where any request for information, whether under the Act or otherwise, touches or concerns the contract.
- 5. Information about the provision of the service which is the subject of the contract which arises in the course of performance of the contract**
- 5.1 The Council will have obligations to respond to the Act and other requests for information and the contract will include appropriate terms requiring the contractor to supply such information as requested by the Council.

Any enquiries about this policy and its application should be addressed to the Borough Solicitor, Bracknell Forest Borough Council, Easthampstead House, Town Square, Bracknell, Berks, RG12 1AQ

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SCHEDULE 1 – Organisation Information

Notes for completion:

If the question does not apply to you please write N/A; if you don't know the answer please write N/K.

“Authority” means the purchasing organisation that is seeking to place an order.

“You”/ “Your” or “Potential Provider” means the organisation which is completing this form.

Verification of Information Provided:

The higher the risk of the procurement, the higher the level of verification is likely to be required. Not all questions require supporting documents up front at this stage (for example certificates, statements with this questionnaire.) **However, the purchasing organisation may ask to see these documents at a later stage, so it is advisable you ensure they can be made available upon request.** You may also be asked to clarify your answers or provide more details about certain issues.

Sub Contracting Arrangements

Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.

Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.

It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Potential Providers should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Provider to proceed with the procurement process or to provide the goods and/or services.

Consortia Arrangements

If the Potential Provider bidding for a requirement is a consortium, the following information must be provided:

- full details of the consortium; and
- the information sought in this Tender in respect of each of the consortium's constituent members as part of a single composite response.

Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate Annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the Annex. However, please note the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 28 of the Public Contracts Regulations 2006.

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A - ORGANISATION AND CONTACT DETAILS

Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted)		
ORGANISATION DETAILS		
Registered office address	Company or charity registration number	
	Date of registration	
	VAT registration number	
	Name of immediate parent company	
	Name of ultimate parent company	
Type of organisation	i) a public limited co.	
	ii) a limited company	
	iii) a limited liability partnership	
	iii) other partnership	
	iv) sole trader	
	v) other (please specify)	

CONTACT DETAILS	
Contact details for enquiries about this ITT	
Name	
Position/Title	
Address	
Post Code	
Country	
Phone	

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Mobile	
Email	

Consortia and Sub-Contracting	a) Your organisation is bidding to provide the services required itself	
	b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
	c) The Potential Provider is a consortium	

If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement.

QUESTIONS 1.1 and 1.2 FOR COMPLETION BY NON-UK BUSINESSES ONLY		
1.1	<p>Registration with professional body</p> <p>Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state).</p>	
1.2	<p>Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this.</p>	

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B – GROUNDS FOR MANDATORY REJECTION

Important Notice:

In some circumstances the Authority is required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences as defined within Section 23 of the Public Contract Regulations 2006 (SI 5/2006):		Answer
Answer "Yes" only if they have been convicted.		
(a)	Conspiracy	Yes / No
(b)	Corruption	Yes / No
(c)	Bribery	Yes / No
(d)	Fraud (including not paying taxes or social security contributions)	Yes / No
	(i) the offence of cheating the Revenue;	Yes / No
	(ii) the offence of conspiracy to defraud;	Yes / No
	(iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;	Yes / No
	(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;	Yes / No
	(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;	Yes / No
	(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or	Yes / No
	(vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;	Yes / No
(e)	money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or	Yes / No
(f)	any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State	Yes / No

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C - GROUNDS FOR DISCRETIONARY REJECTION

Important Notice.

The Authority is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Authority in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

Please state 'Yes' or 'No' to each question.

Please state 'Yes' or 'No' to each question.

Is any of the following true of your organisation?	
(a) <u>being an individual</u> , is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	Yes / No
(b) <u>being a partnership constituted under Scots law</u> , has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or	Yes / No
(c) <u>being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002</u> has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?	Yes / No
Has your organisation	
(d) been convicted of a criminal offence relating to the conduct of your business or profession;	Yes / No
(e) committed an act of grave misconduct in the course of your business or profession;	Yes / No
(f) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	Yes / No
(g) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	Yes / No
(h) been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006?	Yes / No

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If answering 'yes' to any of the above, please provide further details.

D - ECONOMIC AND FINANCIAL STANDING REGULATION 24

FINANCIAL INFORMATION

If, for some reason, your organisation is not required to produce Audited Accounts or an Annual Report then the Council's Finance Section will need to have visibility of your management accounts.

The Council will seek more information from independent credit reference agencies as part of the evaluation and reserves the right to undertake credit checks at each stage of the procurement process.

NB We will not accept applications from more than one company forming part of the same Group

(a)	Please provide one of the following set out below:-	
	<i>A copy of your audited accounts for the most recent two years</i>	
	<i>A statement of your turnover, profit & loss account and cash flow for the most recent year of trading</i>	
	<i>A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position</i>	
	<i>Alternative means of demonstrating financial status if trading for less than a year</i>	

(b)If your latest audited accounts are more than 18 months old, please send the latest unaudited or management accounts.

If, for some reason, your organisation is not required to produce Audited Accounts or an Annual Report then the Council's Finance Section will need to have visibility of your management accounts.

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(c)	INSURANCE	
<p>Please <u>provide evidence</u> that you already have or can obtain the following levels of insurance, e.g. Insurance certificate, Brokers letter or quotation</p> <p>Please Note: Failure to provide one of the above, will result in the ITT being rejected</p>		
	Public Liability = GBP(£) 5 million	Yes / No
	Employers Liability = GBP(£) 10 million	Yes / No

E - IN THE LAST 3 YEARS, HAVE YOU HAD ANY CONTRACTS:

a.	That have incurred contract penalties, default notices or payment of liquidated damages	Yes / No
b.	Terminated by the client earlier than the originally intended due to poor performance?	Yes / No
c.	Where you have withdrawn from the contract either before or after the award of contract?	Yes / No
<p>If “Yes” to any of the above, please give details and explain in no more than 300 words what has been rectified in order to avoid this situation arising in the future:</p>		

F - BUSINESS CONTINUITY

(f.1)	Does your organisation have a Business Continuity / Disaster Recovery / Risk Management plan that ensures that services described within the Outline requirement are delivered in the event of a disruption affecting your business, ensuring continuity of supply from your critical suppliers?	Yes / No
(f.2)	If “Yes” , please include a copy within your return	
(f.3)	<p>If “No”, briefly describe what key actions your organisation will take to ensure continued provision to customers should there be a major event; for example, should there be adverse weather, or a pandemic flu which results in loss of staff or a fire or utility failure resulting in loss of your building. (Maximum 300 words)</p>	

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G - EQUAL OPPORTUNITIES

(g.1)	Does your organisation have an Equal Opportunities policy?	Yes / No
(g.2)	If “Yes” , please enclose a copy of the policy within your response.	
(g.3)	If “No” , please refer to the Council’s equal opportunities document at http://www.bracknell-forest.gov.uk/equality-and-diversity-guidance-for-employers.pdf	In the absence of your own policy, please download document and confirm acceptance by signing and returning as part of your response.
(g.4)	Do you provide staff with training on Equal Opportunities?	Yes / No
(g.5)	Does your company have a procedure for employees to raise issues of discrimination or harassment?	Yes / No
(g.6)	Have any Industrial Tribunal or other Legal cases (pending or otherwise) relating to equality issues been brought against your organisation within the last three years?	Yes / No
(g.7)	If “Yes” , please provide details	

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SCHEDULE 2 – Method Statement

1 Mobilisation

1.1 Please detail how your organisation would achieve mobilisation in time for the anticipated commencement date and also how your organisation will manage any transition period (if applicable).

Response

2 Technical Ability - Staff

2.1 Please define the management structure in place to support the successful performance of this contract. Please make all reporting lines clear, both within your organisation and to the Council.

Response

2.2 Please detail the team you intend to assign to this contract and provide any key CVs. Please provide CVs including qualifications for all key staff who will be engaged in the delivery of the service to the Council (These should be in anonymous format).

Response

3 Training

3.1 Briefly describe your organisation's approach to staff training and detail any relevant training undertaken by staff that will be engaged on this contract.

Response

4 Service Levels & Performance

4.1 Please detail how you would ensure that the emergency call out times detailed in the specification will be managed and adhered to.

Response

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4.2 Tenderers are required to demonstrate an efficient and fully auditable process for dealing with the entire work order process, from ordering through to invoicing. As part of this, samples of the following documents should be provided:

- Work order
- Quotation
- Invoice

It is important that the tenderer demonstrates how each of the documents corresponds to the next, to enable a full tracking system to be evidenced.

Response

5 Contract Monitoring

5.1 Please provide an example of any standard reports that you would propose using to The service provider will be required to provide reports to the Council. This should cover areas such as Key Performance Indicators, health and safety incidents, jobs raised by the Council and service delivery.

Please provide a sample report that you would intend putting in place for this service.

Response

6 Health Safety

6.1 Does the relevant section of your organisation hold a recognised health and safety management systems certificate, for example OHSAS 18001 or equivalent?

If **“Yes”**, enclose a copy of the certificate.

If **“No”**, please briefly describe what arrangements you have made to manage Health and Safety within your organisation and supply a copy of your health and safety policy.

Response

6.2 As part of the tender submission, tenderers should also include within their return, sample copies of their Health and Safety Risk Assessments.

Response

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7 Environmental Management and Added Value

7.1 Does the relevant section of your organisation hold a recognised environmental management systems certificate, for example ISO 14001 or equivalent?

If **“Yes”**, please enclose a copy of the certificate.

If **“No”**, please describe any actions your organisation currently undertakes to demonstrate a responsible attitude towards environmental management.

Response

7.2 What other proposals do you have to adding value to this contract and how will these be delivered?

For example, the integration of new technology, use of local labour force, apprenticeships, etc.

Response

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SCHEDULE 3 – References

Please provide details of up to two contracts from either or both the public or private sector, that are relevant to the Authority’s requirement. Contracts should have been performed during the past three years. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them).

		Contract 1	Contract 2
1.	Customer Organisation (name):		
2.	Customer contact name, phone number and email		
3.	Contract start date Contract completion date Contract Value		
4.	Brief description of one of the above contracts (max 400 words) including evidence as to your technical capability in this market.		

Response

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If you cannot provide at least one example, please briefly explain why (100 words max)

Response

In the last three years, have you had any contracts:

- i. That have incurred contract penalties, default notices or payment of liquidated damages?
- ii. Terminated by the client earlier than originally intended due to poor performance?
- iii. Where you have withdrawn from the contract either before or after the award of contract?

If Yes to any of the above, please give details and explain what has been rectified in order to avoid this situation arising in the future.

Response

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SCHEDULE 4 – Specification Compliance Statement

Section	Subject	Compliant		If no, state why and propose alternative. (Use additional sheet(s) if necessary)
		Yes	No	
1.1	Contract Scope			
1.2	Full programmed preventative maintenance			
1.3	Replace all equipment and parts			
1.4	Work to be undertaken at each visit (a-d)			
1.5	Work to be undertaken at each routine visit (a-c)			
1.6	Inspections to formulate maintenance programme			
1.7	Examination & testing of lifts (a-d)			
1.8	Supplementary tests pricing 4.1 -4.15			
1.9	Arranging inspections (a-b)			
2.0	Programmed visits			
2.1	Passenger & service lifts & associated equipment			
2.2	Service (dumb waiter) type lifts			
2.3	Limits to liability			
2.4	Normal working hours			
2.5	Contract reports			
2.6	Nominated person			
2.7	The construction (design & management)			
2.8	Applicable British standards and guidelines			
2.9	Opted out schools/colleges			
2.10	Out of hours (a-b)			
2.11	Contract Performance and KPIs			
2.12	Option to Extend			

NB Significantly non-compliant bids may be rejected.

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SCHEDULE 5 Pricing Schedule

Please complete embedded spreadsheet below:



Schedule 5 - Pricing
Schedule.xlsx

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SCHEDULE 6 – Conditions of Contract Compliance Statement

Clause	Subject	Compliant		If no, state why and propose alternative. (Use additional sheet(s) if necessary)
		Yes	No	
1.1	Agreement to use JCT Terms			

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SCHEDULE 7 – Freedom of Information Act 2000 - Schedule of Reserved Information:

Reserved Information	When available for disclosure	Relevant Section of Act	Reason
Tender responses (excl sensitive tender information)	After award of contract	Section 43(2) and/or section 36	Commercial confidentiality and prejudice to the effective conduct of public affairs.
Sensitive tender information received from bidder (e.g. price information)	When no longer sensitive	Section 43(2) and/or section 36 (EIR regulation 12(5))	Sensitive information should not be released. Commercial confidentiality and prejudice to the effective conduct of public affairs.
Information obtained from suppliers and not generally available (future product information, research plans, financial details)	When no longer sensitive	Section 41 (EIR regulation 12(5))	The information will generally have been specifically requested by the authority and supplied with a reasonable expectation it will not be made public. Otherwise, companies may refuse to divulge the information, to the probable detriment of the public interest.
Price breakdown/information	When no longer sensitive	Section 43(2) (EIR regulation 12(5))	
CV's and reference site information	Until exemption does not apply	Section 40 and/or 41 (EIR regulation 12(5) and/or regulation 13)	Personal information or information supplied to the bidder in confidence
Information relating to contract negotiation	When no longer sensitive	Section 43(2) and/or section 36	

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I have read the accompanying "Guidance to Tenderers on Freedom of Information Act 2000: Access to information about or arising under contracts". The above table has been completed in accordance with these guidelines and I have reasonably designated this information as confidential. I understand that the Council will not accept a blanket disclaimer

Name **Job Title**..... **Organisation**.....

Signed..... **Date**.....

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SCHEDULE 8 – Form of Tender

I/We, the undersigned, having examined the Conditions of Contract, Specification and all other Tender Documents, hereby offer to supply the goods/undertake the services required, in accordance with the tender documents for prices detailed in the Pricing Schedule.

I/We understand that the Council is not bound to accept the lowest or any tender received.

This tender remains open for acceptance for 90 days from the date fixed for the submission of tenders in the Invitation to Tender.

I/we agree that the essence of selective tendering is that the Council shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, I/we warrant that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price tendered by, or under or in accordance with any agreement or arrangement with any other tenderer. I/ we furthermore warrant that no approaches have been made to any other tenderers for the purpose of obtaining or influencing their tender prices or any other details of their bid. I/ we also warrant that I/we have not and will not before the award of any contract for the work:

- (i)(a) communicate to any person other than the Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any person that they shall refrain from tendering, or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
- (ii) pay, give or offer to pay or give any sum of money or other 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 work, any act or thing of the sort described at (i)(a) or (b) above.

Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Signature

(please use non black ink)

Name

Job Title

Organisation

Address

☎ Telephone No.(s)

Email

Date

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Tender Checklist

Please tick checklist to indicate that copies of all relevant documents are enclosed.

<i>Section</i>	<i>Required Documents</i>	<i>Document enclosed Yes/No</i>	<i>Comments</i>
1	Specification Questions		
	Equalities Opportunities Policy		
2	Terms and Insurance		
	Copy of Public Liability Insurance certificate		
	Copy of Employers Liability Insurance certificate		
	Schedules		
1	Organisation Information		
2	Method Statement		
	- Key CVs		
	- Sample Work Order, Quotation and Invoice		
	-Sample KPI Report		
	- OHSAS 18001 Certificate if applicable		
	- Health and Safety Policy if applicable		
	- Health and Safety Risk Assessment		
	- ISO 14001 Certificate if applicable		
3	References		
4	Specification Compliance Statement		
5	Pricing Schedule		
6	Conditions of Contract Compliance Statement		
7	Schedule of Reserved Information		
9	Form of Tender		
	Other – Please List		