



**Framework Schedule 1 (Specification)**

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Lot 1 - Supply Installation Commissioning Decommissioning and Disposals of Fume Cabinets

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The Supplier must only provide the Deliverables for the Lot that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.



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## **1. THE CONTRACTING AUTHORITY**

- 1.1 The Secretary of State for the Home Department acting through Border Force (referred to hereafter as the “Buyer”) is a professional law enforcement command within the Home Office. The Buyer is responsible for securing the UK border and promoting national prosperity by facilitating the legitimate movement of individuals and goods, whilst preventing those that would cause harm from entering the UK. This is achieved through the proactive border protection activities carried out by our staff at all ports of entry.
- 1.2 Border Force secures the border by;
  - 1.2.1 Checking the immigration status of people arriving in and departing the UK;
  - 1.2.2 Searching baggage, vehicles and cargo for illicit goods or undocumented immigrants;
  - 1.2.3 Patrolling the UK coastline and searching vessels;
  - 1.2.4 Gathering and exploiting intelligence; and
  - 1.2.5 Alerting partner agencies
- 1.3 In addition to these primary responsibilities, Border Force also undertake tasks on behalf and in conjunction with the Ministry of Defence, National Crime Agency, Police and Ministry of Justice.
- 1.4 Further detail can be accessed here: [Home Office - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

## **2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 2.1 This Statement of Requirements relates to the Lot 1 requirement for supply, delivery, installation, commissioning, decommissioning and disposal of Fume Cabinets. Border Force have a legal responsibility to ensure their Fume Cabinets comply with Health and Safety requirements for the testing of High Hazard Chemicals (HHC) and High Hazard Drugs (HHD), are always available to use and in a serviceable condition, ensuring the safety and welfare of Border Force Officers.
- 2.2 Fume Cabinets are deployed and operated at Border Force locations across the UK and in Coquelles, France, allowing Border Force Officers to safely and accurately test unknown substances for HHC and HHD, including but not limited to Novel Synthetic Opioids and Fentanyl.
- 2.3 Border Force have procured various types of Fume Cabinet in response to the 2018 highlighted risk of Fentanyl, and other unknown substances, entering the UK.
- 2.4 The Fume Cabinets provide a safe environment for local Border Force teams to conduct examinations, following detection or seizure of suspected substances at all UK border entry sites.



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- 2.5 Border Force require the supply of new Fume Cabinets to increase existing capability and to replace owned units as they approach end of life.
- 2.6 Existing Fume Cabinets owned by Border Force are manufactured by several different suppliers, with a full list detailed in Appendix A.

## 3. DEFINITIONS

Expression or Acronym	Definition
BF	Border Force
Buyer	The Secretary of State for the Home Department acting through Border Force
Call-Off Order	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 5 (Call-Off Procedure)
Field Service Engineer	An appropriately qualified individual certified by the Supplier to conduct all service and maintenance activities
Framework Agreement	The Framework Agreement established between the Buyer and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to the Buyer by the Supplier pursuant to the Contract Notice
Fume Cabinet	A fume cabinet that meets the requirements set out in paragraph 5.1 below.
H&S	Health & Safety
HEPA	High-efficiency Particulate Absorbing
HHC	High Hazard Chemicals
HHD	High Hazard Drugs including but not limited to Novel Synthetic Opioids and Fentanyl
OEM	Original Equipment Manufacturer
Planned Maintenance	Regular checks and rectifications carried out by the Supplier, as set out under the Deliverables in Framework Schedule 1 (Specification) of the Contract
Point of Contact	A named individual, assigned by the Supplier, who acts as the Supplier's representative
Port(s) of Entry	An airport or seaport where members of the travelling public arrive at



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Reactive Maintenance	Works carried out by the Supplier following notification from the Buyer and as set out under the Deliverables in Framework Schedule 1 (Specification) of the Contract
Securely Packaged	Double bagged and sealed using appropriate nylon evidence, or hazardous waste, bags. Toxic Warning labels <b>MUST</b> be attached to each layer in line with hazardous waste regulations
SR	Service request - Buyer Service Request Form as detailed in Framework Schedule 4 (Order Form Template and Call-Off Schedules)
Supplier	The person, firm or company identified in the Framework Award Form
Working Day	Any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form

## 4. SCOPE

The scope of this requirement shall include;

- 4.1 The supply, delivery, installation and commissioning of [REDACTED] Fume Cabinets, listed at Appendix B – New Fume Cabinets
- 4.2 The decommissioning and safe disposal of any replaced Fume Cabinets must be disposed of under the 2011 Waste Management Regulations of England and Wales or equivalent.
- 4.3 In relation to the carriage of any goods necessary for any works relating to Fume Cabinets in France, the Supplier will be exempt from the requirement for import/export documentation post Brexit, under Article 36 of the Sangatte protocol. UK Border Force will supply a letter to cover this exemption post-contract award.
- 4.4 The provision of user training materials/manuals.
- 4.5 The Buyer does not offer any exclusivity or guarantee any level of spend under the Framework Agreement.
- 4.6 The framework call-off process shall be managed in line with Appendix D – Framework Agreement Call-Off Process.

## 5. THE REQUIREMENT

All mandatory requirements are prefixed with a **must**. Failure to meet **all** mandatory requirements within this document, shall result in a 'Fail', resulting in an exclusion from the tender process. If a Supplier fails to meet any **one** mandatory criterion the remainder of the Supplier's Tender shall **not** be evaluated:-

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- 5.1 The Supplier **must** provide, deliver, install and commission the Buyers intention of [REDACTED] Fume Cabinets to the locations listed at Appendix B – New Fume Cabinets.
- All supplied Fume Cabinets **must** meet the following criteria (the ‘Fume Cabinets’):
- a) Be recirculation class 1 Fume Cabinets
  - b) Be ductless
  - c) **Not used**
  - d) Have suitable filtration systems in place for HHC and HHD.
  - e) Have ability to use field-testing drug kits, that contain acid, within them.
  - f) Have ability to use electronic field-testing drug kits within them.
  - g) Have the ability to bench-mounted, with the option to include a stand.
- 5.2 On completion of every Fume Cabinet installation the Supplier **must** electronically provide the Buyer with an installation completion document, within two (2) working days of completion of works to certify that all relevant standards have been complied with.
- 5.3 The Supplier and any relevant sub-contractors shall carry out all work relating to this requirement in line with all relevant and applicable Health and Safety regulations.
- 5.4 The Supplier and any relevant sub-contractors **must** agree to the stipulations for working in the port of Coquelles as listed in Appendix C.
- 5.5 The Supplier and any relevant sub-contractors shall carry out all service delivery works relating to this requirement in line with all relevant and applicable Health and Safety regulations.
- 5.6 The Supplier and any relevant sub-contractors **must** be certified under the 2011 Waste Management Regulations of England and Wales, or equivalent, to safely carry and dispose of any waste products in line with these regulations.
- 5.7 The Supplier and any relevant sub-contractors **must** decommission and safely dispose of any replaced units in line with the 2011 Waste Management Regulations of England and Wales or equivalent.
- 5.8 All new Fume Cabinets **must** have a standard manufactures warranty to cover at a minimum parts and labour or replacement for a minimum of 12 months.
- 5.9 The Supplier **must** assign a designated point of contact throughout the life of this contract.
- 5.10 The Supplier **must** provide to the Buyer an electronic means of contact by which SRs can be made, tracked, and monitored throughout the life of this contract. A Service Request will contain:





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- a) Date of SR submission.
- b) Name of Buyer representative requesting the service.
- c) Requirement for the supply of Fume Cabinets or for Planned/Reactive maintenance.
- d) Fume Cabinet serial number, if applicable.
- e) Fume Cabinet make and model, if applicable.
- f) Fume Cabinet location, if applicable.
- g) Brief description of service required, if applicable.
- h) Date required services to be completed by.
- i) Designated point of contact at Fume Cabinet Location, if applicable .
- j) Any site-specific entry requirements, if applicable.
- k) Any site-specific health and safety requirements; and
- l) Remarks and/or amplifying notes.

5.11 The Supplier **must** have a facility to electronically receive SRs seven (7) days a week, throughout the life of this contract.

5.11.1 Initial Supplier response to SRs **must** be no greater than three (3) working days from receipt of SR. The response **must** include the booking of a Field Service Engineer visit.

5.12 The Supplier **must** inform the Buyer's point of contact of any delay or cancellation of an SR as soon as possible but no less than forty-eight (48) hours prior to a delivery and installation event.

5.13 The Supplier **must** provide the relevant Fume Cabinet user training materials/manuals at the point of contract award.

5.14 The Supplier **must** not subcontract any part of this Contract to any other company or entity without prior consent of the Buyer.

## 6. KEY MILESTONES AND DELIVERABLES

6.1 The following Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
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6.2 The Buyer reserves the right to change these dates at any time.

## 7. QUALITY

7.1 The Supplier shall ensure that any work undertaken is in line with manufacturer standards, all applicable health and safety requirements and to good industry standards.

## 8. PRICE

8.1 All quotes are to be in GBP (Pounds Sterling) and to two (2) decimal places.

## 9. VOLUMES

9.1 The Buyer intends to purchase ■ new Fume Cabinets over the duration of the Framework, to be delivered and installed at locations listed at Appendix B – New Fume Cabinets. However, this is subject to change and the Buyer does not guarantee any level of spend under the Framework Agreement or a minimum purchase number.

## 10. LOCATION

10.1 The locations that the Supplier may be required to deliver and install Fume Cabinets are listed at Appendix B – New Fume Cabinets, this is subject to change at the Buyer's discretion.

## 11. SOCIAL VALUE

11.1 These are the social value priorities governing this Framework Contract:

<b>Social value priority 1</b>	Theme 5: Wellbeing	Improve health and wellbeing	Model Award Criteria 7.1: Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.
<b>Social value priority 2</b>	Theme 4: Equal opportunity	Tackle workforce inequality	Model Award Criteria 6.1: Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.

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- 11.2 The Supplier's commitments to social value, as detailed in Schedule 2 (Framework Tender Response) shall be incorporate into Schedule 1 (Specification) and managed under any subsequent Call-Off Contract awarded to the Supplier under Call-Off Schedule 7 (Service Levels).

## **12. CONTINUOUS IMPROVEMENT**

- 12.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 12.2 The Supplier should present new ways of working to the Buyer during quarterly Contract review meetings.
- 12.3 Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.

## **13. STAFF AND CUSTOMER SERVICE**

- 13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service within the time frames stipulated.
- 13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications, training and experience to deliver the Contract to the required standard.
- 13.3 The Supplier shall ensure that staff understand the Buyer's objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.
- 13.4 All staff employed on this contract by the Supplier should where applicable abide by all local rules required by the individual site operators/authorities.
- 13.5 The Supplier's staff will be required to have a pass for admission to all sites. The Supplier shall provide in advance of an SR the information about all persons requiring access to the site. The Buyer will arrange for any requisite security passes to be issued at the Buyer's expense. If the Supplier staff fail any security requirements to be issued with a security pass, the Supplier must provide other staff.
- 13.6 The Supplier shall ensure that they have in place a complaints management process to handle any Buyer complaints raised during the life of the Contract.

## **14. SERVICE LEVELS AND PERFORMANCE**

- 14.1 The Buyer shall measure the quality of the Supplier's delivery as follows:
- 14.1.1 The Supplier must facilitate the supply, installation, commissioning, decommissioning and disposals as per section 5 – The Requirement.
- 14.1.2 Key Performance Indicators (KPIs) will serve as a benchmark for assessing the Suppliers effectiveness in fulfilling the requirements set by the Buyer.



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- 14.2 During the Contract term, the following KPIs will be in effect. Failure to meet these KPIs will trigger the Service Credit Regime outlined in Call-Off Schedule 7 (Service Levels).

KPI/SLA	Service Area	KPI/SLA description	Target
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

## 15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

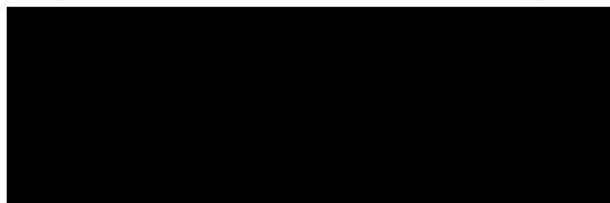
- 15.1 The Supplier **must** comply with any applicable port security and the Official Secrets Act (1911-1989) as required.
- 15.2 The Supplier **must** provide the details of all staff in advance if they wish to be admitted to the sites as per Section 15 – Supplier Staff and Customer Service.

## 16. PAYMENT AND INVOICING

- 16.1 All invoices are to be submitted in GBP and to two (2) decimal places.
- 16.2 All invoicing will be in arrears and in the format requested by the Buyer.
- 16.3 All invoice correspondence must be as per the instructions on the Buyer-issued PO document.
- 16.4 Upon issue of a PO by the Buyer the Supplier can submit an invoice(s) to the email address provided in accordance with the line-items on the PO document ensuring that all mandatory data is on the Invoice.
- 16.5 Invoices to be submitted within 7 days, after each maintenance event or ad hoc request has been completed. All invoices should be sent to;

16.5.1

16.5.2



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- 16.6 Invoices shall include;
- 16.6.1 Invoice date;
  - 16.6.2 The Buyer's Purchase Order/Order number;
  - 16.6.3 The full address of the delivery location;
  - 16.6.4 Details of the Ordered Goods and/or Services provided;
  - 16.6.5 Full cost breakdown;
  - 16.6.6 VAT Registration number; and
  - 16.6.7 any such other documentation as may reasonably be required by the Buyer to substantiate the invoice.
- 16.7 The Buyer reserves the right to withhold payment from the Supplier, in part or in full, should any, specified or otherwise, condition as expressed in this Statement of Requirements or Call-Off Contract, not be successfully met by the Supplier.

## **17. CONTRACT MANAGEMENT**

- 17.1 The Buyer will advise on contract award, details of the business representative who will act as Contract Manager and be the first point of contact for the supplier to resolve queries. Attendance at Contract Review meetings shall be at the Supplier's own expense.
- 17.2 The Supplier shall attend contract management meetings to discuss the performance of the Agreement every three (3) months, by video call, at time and dates to be agreed by the Commercial Contract Manager.
- 17.3 The Supplier shall attend contract management meetings in person to discuss the performance of the Agreement every twelve (12) months, at time and dates to be agreed by the Commercial Contract Manager at the Supplier's own expense.

## **18. MANAGEMENT INFORMATION/REPORTING**

- 18.1 The Supplier **must** provide the Buyer with a quarterly report capturing the supply and installation work that has been undertaken in that quarterly period, the percentage of supply and installation that has been achieved, any reasons for failures and whether or not they are on schedule to meet targets for the upcoming quarter.

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The following table details the fleet of Border Force owned Fume Cabinets and current locations:

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[illegible]

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## APPENDIX B – NEW FUME CABINETS

The following table captures the intended new Fume Cabinet requirements and installation locations, subject to change from time to time at the Buyer's sole discretion:

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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[illegible]

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**APPENDIX D– FRAMEWORK AGREEMENT CALL-OFF PROCESS**

The Call-Off process refers to the mechanism by which the Buyer will request specific goods and/or services from the supplier under the terms and conditions set out in the framework agreement.

The Buyer shall follow the bellow process, for requirements that fall under scope, under each Lot procured:-

<b>Buyer Service Request Form</b>	When a need arises for goods and/or services covered under the Framework, the Buyer shall complete the Buyer Service Request Form, in line with Framework Schedule 4 (Order Form Template and Call-Off Schedules) of the Contract and send to the supplier.
<b>Supplier Service Request Response Form</b>	The supplier shall then have three (3) working days to review the Buyer Service Request Form and respond to the request via the Supplier Service Request Response Form, as provided at Schedule 4 (Order Form Template and Call-Off Schedules) of the Contract. This confirmation must include acknowledgement of the delivery timescales and any specific conditions detailed within the Buyer Service Request Form.
<b>Call-Off Order Form</b>	The Buyer shall collate all the agreed information into the Call-Off Order Form, detailed at Schedule 4 (Order Form Template and Call-Off Schedules) of the Contract, which shall be issued to the supplier. The Call-Off Order Form shall be sent via email to the supplier's designated point of contact.
<b>Supplier Acceptance of Call-Off Order Form</b>	Upon receiving the Call-Off Order Form, the supplier must confirm acceptance of the order within three (3) working days.
<b>Binding Agreement</b>	Once the Call-Off Order Form is accepted and signed by both parties, its content, including its terms and conditions, become a binding agreement under the overarching Contract terms.
<b>Performance Monitoring</b>	Continuous monitoring will be conducted to assess the supplier's performance against Service Level Agreements (SLAs), in line with Call-Off Schedule 7 – Service Levels of the Contract. Additional SLAs may be agreed on a Call-Off Order Form level.

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