



Home Office

Statement of Requirements

Contract Reference: C22537

Scheduled Servicing, Planned Maintenance & Reactive Repair
of Lifting and Hoisting Equipment

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Version v1.1 Date: 01/02/2022

C22537

Lifting and Hoisting Scheduled Servicing, Planned Maintenance and Reactive Repair

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Lifting and Hoisting Scheduled Servicing, Planned Maintenance and Reactive Repair

1. PURPOSE

- 1.1 The requirement is for a scheduled servicing and reactive maintenance provision for all lifting and hoisting equipment that is owned and utilised by the Buyer throughout the UK and Northern France.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Border Force is a law enforcement command within the Home Office. Border Force secures the border and promotes 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 immigration and customs checks carried out by our staff at ports.
- 2.2 Border Force is responsible for:
- 2.2.1 checking the immigration status of people arriving in and departing the UK;
 - 2.2.2 searching baggage, vehicles and cargo for illicit goods or concealed migrants.
- 2.3 Border Force officers utilise lifting and hoisting equipment at various UK airports and ports, including the juxtaposed ports of Calais, Coquelles and Dunkerque in Northern France. The use of the equipment is necessary to support front-line staff when performing searching or off-loading activities.

3. OVERVIEW OF THE REQUIREMENT

- 3.1 A Scheduled Servicing, Planned Maintenance and Reactive Repair provision is required to ensure that all lifting and hoisting equipment owned by the Buyer remains fully operational and complies with relevant Health and Safety legislation and insurance requirements. Without this provision, the Buyer and its staff would not be able to use the equipment safely or legally.

4. DEFINITIONS

Expression or Acronym	Definition
The Buyer	The Secretary of State for the Home Department acting through Border Force
OEM	Original Equipment Manufacturer.

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Planned Maintenance	means planned repairs and additional preventive maintenance outside of servicing, but not for unexpected fault or repairs.
Port Buyer	means the Buyer in charge/ control of the individual port where the high-speed doors are located.
Reactive Repairs	means un-planned maintenance as a result of an unexpected failure that needs diagnosing and repair/ replacement.
Scheduled Servicing	means servicing performed at regular scheduled intervals as recommended by the door manufacturer.
Service Request	A call made by the Buyer to request or instruct the Supplier to undertake work
The Supplier	Means any supplier that is subsequently contracted into delivering the service and/ or goods;
URN	Unique Reference Number

5. SCOPE OF REQUIREMENT

5.1 In Scope – Mandatory Requirements

- 5.1.1 Scheduled Servicing, Planned Maintenance and Reactive Repair of all lifting and hoisting equipment owned by the Buyer in line with LOLER and PUWER legislation;
- 5.1.2 Assurance that, post servicing and maintenance, all lifting and hoisting equipment meets relevant UK and EU regulations and legislation;
- 5.1.3 Assurance that all equipment is fit for purpose within its current operating environment;
- 5.1.4 That all lifting and hoisting equipment meets OEM specifications and is utilised within OEM guidelines.

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- 5.1.5 That all servicing and maintenance are carried out within scope of any risk assessment, health and safety or security requirements stipulated by the relevant Port or the Buyer;
- 5.1.6 Meet all security requirements and hold necessary insurance, operational permits and required documentation for port access (Section 14);
- 5.1.7 The provision of fully trained and suitably qualified Engineers to undertake servicing and maintenance;
- 5.1.8 Reporting to be provided to the Buyer, which includes as a minimum:
 - 5.1.8.1 Serial number, manufacturer and model of the equipment;
 - 5.1.8.2 Date of work completed, Service or Maintenance;
 - 5.1.8.3 Engineers name;
 - 5.1.8.4 Buyer contact details (at Port);
 - 5.1.8.5 Confirmation equipment is suitable for use against current legislation;
 - 5.1.8.6 Confirmation that equipment is left fit for purpose within current operational environment once servicing or maintenance action is complete;
 - 5.1.8.7 Details of any issues or defects;
 - 5.1.8.8 Recommendations as to and immediate or remedial action that should be taken by the Buyer;
 - 5.1.8.9 Clear identification system (RAG) within the Engineer's report to assist the Buyer with the prioritisation of any issues or defects.
 - 5.1.9.0 The Contractor will provide the Buyer with a completion certificate for each Service/Maintenance visit. This is to include both electronic and hard copies to be provided and available at the request of the Buyer.
 - 5.1.10 The provision of a scale of charges.
 - 5.1.11 The Contractor cannot already be contracted by Border Force to undertake any Inspection or Certification of any Border Force owned lifting & hoisting equipment.

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5.2 In Scope – Non-Mandatory Requirements

5.2.1 Service and Maintenance of additional lifting and hoisting equipment that may be added at different UK and non-UK sites in the future;

5.3 Out of Scope

5.3.1 Inspection and certification of lifting and hoisting equipment owned by the Buyer;

5.3.2 Inspection, certification, servicing, planned maintenance or reactive repairs of lifting and hoisting equipment not owned by the Buyer.

6. THE REQUIREMENT

6.1 Scheduled servicing planned maintenance and reactive repairs of all lifting and hoisting equipment owned by the Buyer at all Ports in the UK and the juxtaposed ports of Northern France.

6.2 It is necessary that all lifting and hoisting equipment is fully maintained in line with LOLER and PUWER legislation so that it remains safe and operational. Therefore, the scheduled servicing, maintenance, repair and reporting is paramount to the early identification of issues and defects.. The minimum Service requirements are:

6.2.1 At least every 6 months if an accessory for lifting;

6.2.2 At least once every 6 months if used for lifting people;

6.2.3 At least once every 12 months for other lifting equipment;

6.2.4 After any exceptional circumstances which are likely to jeopardise the safety of lifting equipment;

6.2.5 In accordance with an examiners scheme, OEM instructions or safety case.

6.3 Each Port may have one or more types of lifting and hoisting equipment that is owned by the Buyer. A comprehensive list may be found in Attachment 4 – Pricing Schedule.

6.4 The Contractor will be expected undertake the Scheduled Servicing, Planned Maintenance and Reactive Repairs of all equipment at all Buyer locations.

6.5 Different ports experience different environmental factors/usage that may impact on the deterioration of equipment. Subsequently, the frequency of Scheduled Servicing, Planned Maintenance and Reactive Repairs required at

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each Port may vary, depending on the individual environmental conditions (e.g. seaport environment) and frequency of use. The Contractor will be expected to schedule the frequency of maintenance visits to account for this.

- 6.6 The lifting and hoisting equipment is required 24/7 365 (366) days a year and is a critical component in supporting Border Force frontline and operational activity.
- 6.7 It is necessary that all lifting and hoisting equipment is fully maintained so that it remains safe and operational. Therefore, the regular servicing and reporting is paramount to the early identification of issues and defects, facilitating Planned Maintenance and avoiding unnecessary Reactive Repairs.
- 6.8 The Contractor will be expected to bring to the attention of The Buyer all defects, technical/ reliability issues and perceived risks of any of the lifting and hoisting equipment in use.
- 6.9 The Buyer requires a 3+1-year contract

6.10 Standards & Practices

- 6.11 The Contractor will be fully conversant with the relevant sections of PUWER (Provision and Use of Work Equipment Regulations 1998), Codes of Practice and Guidance in relation to lifting and hoisting.
- 6.12 The Contractor will be fully conversant with the relevant sections of LOLER (Lifting Operations and Lifting Equipment Regulations 1998), Codes of Practice and Guidance.
- 6.13 The Contractor will be familiar with the relevant parts of the Health & Safety at Work Act and HSE guidance.
- 6.14 The Contractor will be proficient in the use of EN ISO 12100: overview of the manufacture of machines, which are safe for their intended purpose.
- 6.15 LEEA Code of Practice for the Safe Use of Lifting Equipment (COPSULE).
- 6.16 Engineers will hold a relevant LEEA Accreditation or equivalent; or; demonstrate equivalent levels of competence;

6.17 Health and Safety

- 6.18 Access to some parts of the lifting equipment may require working at height and require plant machinery (Mobile Elevated Work Platforms/ cherry pickers). The Contractor will need to supply any additional plant or equipment to undertake any work.

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- 6.19 Where necessary, Engineers should possess the necessary certifications for working at height, such as a Powered Access Licence or Mobile Elevating Work Platform (MEWP).
- 6.20 All on site working will need to conform with specific port health and safety and security requirements. Where necessary, this will include being willing to undertake the port operator's Health and Safety training prior to commencement of any work.
- 6.21 The Contractor will be required to familiarise themselves with local risk assessments at the various Ports;
- 6.22 The Contractor is required to provide all necessary PPE to its own staff/engineers.
- 6.23 Pandemic/Covid-19;**
- 6.24 It may be necessary for Engineers to carry additional items of PPE (masks, visors, gloves, hand sanitiser etc) to meet Port and other regional H&S requirements.
- 6.25 Engineers must adhere to all social-distancing regulations and any further safety directions given by local Border Force officers at the time of visit.
- 6.26 For travel to Northern France, additional travel requirements may be necessary before you travel. This is the responsibility of the Contractor and the Buyer takes no responsibility for the Contractor's obligations to meet these requirements. For further information, please see here: <https://www.gov.uk/travel-abroad>.
- 6.27 Engineering Servicing or Maintenance Visits**
- 6.28 The Contractor is to provide to and agree with the Buyer a schedule of servicing and planned maintenance visits to cover a minimum of three months in advance. This schedule is to be produced before the end of each month to ensure that site visits and servicing visits are always planned a minimum of three months in advance. The schedule is to be produced from the contract start date shall include where possible, Engineer name and contact details, arrival, and departure times, estimated time for completion of work.
- 6.29 Any contact and requests raised by the Buyer should be acknowledged, fully receipted to provide auditable timelines of service delivery.
- 6.30 The Contractor must provide the Buyer with a unique reference number for each Service and Maintenance visit that allows the Buyer to track the service with the Contractor.

7 KEY MILESTONES AND DELIVERABLES

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Contract Award to facilitate administrative procedures	Within week 1 of Contract Award
2	Contract must commence on	Within week 2 of Contract Award
3	Contract review meetings	Within week 4 and monthly thereafter for the entirety of the contract.

8. MANAGEMENT INFORMATION/REPORTING

- 8.1 Contractor will provide the Buyer with monthly invoices, together with a backing sheet that provides a breakdown of all the scheduled servicing, planned and preventative maintenance, repairs, service requests and relevant service credits.
- 8.2 The Buyer will evaluate within 10 working days the management information supplied and either confirm acceptance of the charges or advise where costs may fall outside the terms of the agreement.
- 8.3 Any disputes or areas of dissatisfaction between the Buyer and the Contractor regarding the conduct of the day-to-day business will be settled if possible between appointed representatives. If this matter cannot be resolved at this level it will be escalated through the managerial structure of each of the parties.
- 8.4 The Contractor shall not sub-contract any portion of the ordered work without the prior written consent of the Buyer. Sub-contracting any part of the ordered work shall not relieve the Contractor of any obligation or duty attributable to him under the agreement.

9. VOLUMES

- 9.1 The Contractor will be required to provide the Buyer with a schedule of Service and Planned Maintenance visits for each item of lifting/hoisting equipment and set out the frequency of Service and Maintenance visits so that they ensure that all equipment of safe and is in line with UK and EU legislation and regulations and Port risk assessments.

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- 9.2 Demand for this requirement may be impacted by external factors that remain outside the control of The Buyer. No guarantee can be given in relation to volumetrics.
- 9.3 The Buyer reserves the right to remove and add sites from the agreement subject to business needs. The Buyer agrees to write to the Contractor advising as and when sites are to be removed or added from the agreement. 30 days' notice will be given under such circumstances.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Contractor will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration based in feedback from the Buyer.
- 10.2 The Contractor should present new ways of working to the Buyer during quarterly Contract review meetings.
- 10.3 The Contractor will make itself available for a scheduled meeting at the request of the Customer within 14 calendar days.
- 10.4 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.

11. QUALITY

- 11.1 The Contractor and all Engineers must hold all necessary qualifications, licences and insurances required by law to operate within all ports where the lifting and hoisting equipment is installed (United Kingdom and France).
- 11.2 The Contractor shall provide details of these qualifications, licences, and insurances to the Buyer and upon request.

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Contractor shall ensure that all employees and Engineers shall obey all lawful instructions and reasonable directions of the Buyer and provide the service to the reasonable satisfaction of the Buyer.
- 12.2 When visiting sites in France, the Contractor and its Engineers shall secure their vehicle appropriately to prevent persons using them to enter the UK illegally in compliance with the following guidance:
<https://www.gov.uk/guidance/secure-your-vehicle-to-help-stop-illegalimmigration>
- 12.3 Contractors shall comply with all reasonable requirements of the Buyer concerning conduct at the Buyer's or port premises.

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- 12.4 The Contractor's staff and Engineers assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 12.5 The Contractor shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

13. SERVICE LEVELS AND PERFORMANCE

- 13.1 The Buyer and the Contractor will agree Key Performance Indicators (KPI's) which will be used as indicators of the success of the Contractor meeting the Buyer's requirement. The Buyer will measure the quality of the Contractor's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target	Consequence
1	Delivery	To ensure that all Lifting and Hoisting Equipment is Serviced and Maintained within OEM and H&S recommendations.	100%	7% Service Credit – 1-7 days overdue; 14% Service Credit 8-14 days overdue 21% Service Credit 15-21 days overdue Critical Service Failure – 22 days onwards
2	Planning	The Buyer is provided with a rolling schedule of Service/Maintenance visits for the forthcoming months before each month end.	90%	1% Service Credit of previous months total service/maintenance visits – 1-7 days overdue; 2% Service Credit of previous months total service/maintenance – 8-14 days overdue; 3% Service Credit of previous months total service/maintenance – 15-21 days overdue; Critical Service Failure – 22 days onwards

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3	Reporting	Management Information to be supplied to the Buyer within 7 days of being requested	90%	1% Service Credit of previous months total service/ maintenance – 1-7 days overdue; 2% Service Credit of previous months total service/ maintenance – 8 - 14 days overdue; 3% Service Credit of previous months total service/ maintenance – 15 - 21 days overdue; Critical Service Failure – 22 days onwards
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13. Critical Service Failure

13.3 A Critical Service Failure is defined as any occurrence where the Contractor fails to meet the service performance required, as set out in the Key Performance Indicators within 15.1, where it is specified as a Critical Service Failure; or; where there is continually poor levels of performance by the Contractor, regardless whether or not the performance falls outside the service credit regime.

13.4 Continual poor levels of performance will be defined as any service failure resulting in a service credit on more than three (3) consecutive occasions.

13.5 Following any Critical Service Failure an Improvement Plan must be provided, agreed and implemented by the Contractor within 5 working days of an improvement plan being requested.

13.6 On the occurrence of a Critical Service Level Failure:

13.7 Any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and;

13.8 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Contractor in respect of that Service Period.

13.9 Failure to provide, adhere to, or, deliver against an agreed improvement plan or timetable will be deemed as grounds for contract termination.

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14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 14.1 All Engineers attending site must hold DBS vetting as a minimum. All details will be held within the Home Office vetting database.
- 14.2 Each port operator has its own specific security requirements and may require additional vetting/ security procedures. It is the responsibility of the Contractor to arrange to meet the security requirements for each port operator and organise the relevant permits and passes to obtain access.
- 14.3 Some ports will require CT vetting before Engineers are allowed on site. For this to be achieved, forward planning of visits remains essential.
- 14.4 The Contractor agrees to provide the Buyer and the relevant ports with the names, details and any relevant information of new Engineers prior to them commencing any work on site in order to fulfil all security requirements:
- 14.5 The Contractor is responsible for providing the Buyer with all requested information to fulfil any vetting requirements. The Buyer is responsible for processing any CT vetting if necessary. This may take between 4-8 weeks to process.
- 14.6 The Contractor is responsible for providing the various ports with all requested information to fulfil and security requirements. Some ports may process their own vetting and upon successful completion, issuing a pass. This can take up to 4 weeks.
- 14.7 The Contractor must provide take steps to ensure that the security vetting of its staff is likely to be achieved before appointment to the service so not to impede the running of the service.
- 14.8 The Contractor must inform the Buyer of any changes in circumstances or new convictions of its Engineers or staff employed on the service that is likely to affect their security clearance or ability to undertake the service;
- 14.9 The Contractor must notify the Buyer immediately of any incident or breach of security, which has taken place in relation to its staff and/ or the transport of person(s).
- 14.10 The Buyer reserves the right to instruct the Contractor to remove any individual from working on this contract or on any of the Buyer's premises. The Buyer does not have to divulge the reasons associated to this request.
- 14.11 All Contractor's Engineers and staff should be easily identifiable to the Buyer.

- 14.12 The Contractor must ensure that all Engineers employed on the service carry a valid Driving License, valid UK passport and all necessary travel and insurance documentation when travelling to sites in France (Eurotunnel).
- 14.13 The Contractor and its Engineers shall familiarise itself with and at all times observe any security requirements, Health and Safety legislation, and by-laws applying to all Buyer/ port sites in France and the UK.
- 14.14 The Contractor shall, as directed by any port Buyer, be required to adhere to any security and health and safety requirements.

15. PAYMENT AND INVOICING

- 15.1 Payment can only be made following satisfactory delivery of pre-agreed services and deliverables. Before the Contractor commences work, they must obtain financial approval from the Buyer by way of a Purchase Order;
- 15.2 Should the scope of work change once work has commenced; the Contractor must inform the Buyer to seek approval for any additional works/ costs. Any work undertaken without financial approval is deemed as working at risk and the Buyer do not accept any liability for costs the Contractor will incur.
- 15.3 All invoices must clearly identify the building, location and lifting and hoisting equipment where work/servicing/maintenance visits have been completed. In addition, all invoices must include a valid Purchase Order (PO) number and the scope of works undertaken.
- 15.4 All invoicing will be in arrears and in the format requested by the Buyer.
- 15.5 Invoices to be submitted within 7 days, at the end of each month. All invoices should be sent, quoting a valid purchase order number in advance of the first invoice to: hosupplierinvoices@homeoffice.gov.uk; or;
- 15.6 Home Office Shared Service Centre
- PO Box 5015
- Newport
- NP20 9BB
- 15.7 To avoid delay in payment the invoice must be compliant and must include the PO number and the details (name and telephone number) of the Buyer contact (i.e. Contract Manager). Non-compliant invoices will be returned.

- 15.8 In the event of an invoice not submitted within 60 days following the approval of the management information, the Buyer reserves the right to refuse to pay the invoice where there are no exceptional circumstances.

16. CONTRACT MANAGEMENT & MANAGEMENT INFORMATION

- 16.1 The Contractor must agree to provide monthly key performance indicator reports and other information in relation to work undertaken and planned that will be required to measure the Service Credit Regime as directed by the Buyer.
- 16.2 Management Information will be sufficiently detailed to allow the Buyer to clearly identify a breakdown of costs (materials, labour, travels & subsistence, management charges).
- 16.3 Management information will be presented in such a way that it can be clearly understood by The Buyer, facilitating a breakdown of individual Services, Planned Maintenance and Reactive Repairs of each item of equipment.
- 16.4 Attendance at Contract Review meetings shall be at the Contractor's own expense.
- 16.5 Both the Buyer and the Contractor are to appoint key personnel to manage the day-to-day running of the contract to ensure compliance and a good working relationship exists.
- 16.6 Formal account manager meetings are to take place once a month or more frequent if there are specific issues to address between the two parties.
- 16.7 The Buyer will be responsible for producing agenda items and agreed action point minutes.

1.