

Invitation to Tender

for

Cleaning and Maintenance Services

21st Floor Millbank Tower, London

Tender Ref PR2050

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| **Date issued:** | 16 November 2018 |
| **Response deadline:** | 07 December 2018 |
| **Buyer contact details:** | Graham Crook  procurement.enquiries@ombudsman.org.uk  0300 061 4342 |
| 1. **Overview of PHSO (the “Customer Organisations”)**    1. The Parliamentary Commissioner for Administration (PCA), otherwise known as the Parliamentary Ombudsman, is an independent office-holder appointed by the Crown under the Parliamentary Commissioner Act 1967 to investigate complaints about government departments, their agencies and some other public bodies in the UK. The Parliamentary Ombudsman is wholly independent of Government.    2. The Health Service Commissioner for England (HSCE), otherwise known as the Health Service Ombudsman is an independent office-holder appointed by the Crown under the Health Service Commissioners Act 1993. The HSCE is responsible for investigating complaints against NHS services provided by hospitals, health authorities, trusts, GPs, dentists, pharmacists, opticians and other health care practitioners. The Health Service Ombudsman can also investigate complaints against private health care providers if the treatment was funded by the NHS.    3. To date, the separate offices of Health Service Ombudsman and Parliamentary Ombudsman have always been held by the same person. The current post holder is Rob Behrens, CBE.    4. The Office of the Parliamentary and Health Service Ombudsman (PHSO) exists to support the work of the Ombudsman. Further information about PHSO’s role together with the current three year strategic plan and latest reports can be found on our website at www.ombudsman.org.uk. PHSO currently has around 450 employees based across our two sites in London and Manchester.    5. Our aim and vision is, to provide an independent, high quality complaints handling service that rights individual wrongs, drives improvements in public services and informs public policy.    6. Our values shape our behaviour, both as an organisation and as individuals working in PHSO, and incorporate our Principles of Good Administration. They are: Excellence, Leadership, Integrity and Diversity | | | |
| 1. **Introduction and Background to the Project / Programme**    1. PHSO is seeking a Supplier with the appropriate experience and competitive pricing to supply Cleaning and Maintenance Services to PHSO at it’s two office sites; Millbank Tower, London, and Citygate, Manchester. | | | |
| 1. **Tender Conditions and Contractual Requirements**    1. This section of the ITT sets out the Customer Organisation’s contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process (“Procurement Process”).   **Contracting requirements**   * 1. PHSO invites tenders for the provision of Cleaning and Maintenance Services.   2. PHSO is looking to appoint a Supplier of Cleaning and Maintenance Services.      * 1. There will be provision to extend for a period of up to two x one year periods. An outline of the services required from the successful tenderer/Service Provider is given in the specification.   2. The contracting authority is the Customer Organisation (PHSO), which includes any subsidiary companies and other organisations that control or are controlled by the Customer Organisation from time to time.   3. The appointed contractor will be expected to deliver the goods and/or provide services at the Customer Organisation’s offices below:  |  | | --- | | 21st Floor,  Millbank Tower  Millbank  London  SW1P 4QP |  * 1. The Customer Organisation’s contracting and commercial approach in respect of the required goods and/or services is set out in the terms and conditions at Annex E of this Tender Document. By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.   2. The Contract(s) awarded will be for a duration of one (1) years with an option for an extension for up to an additional two (2) x one (1) year extension periods.   3. In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT, Section 11, by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the Customer Organisation may issue a response, or clarification change to the Contract, to all potential suppliers submitting a tender response.   4. Site visits at Millbank Tower (21st Floor only) are available, if required, during week commencing 26 November, 2018. Contact Charlie Smith, Facilities Manager, tel. 0300 061 4155.   5. The Customer Organisation is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments received from a potential supplier, as part of its tender response, shall entitle the Customer Organisation to reject that tender response and to disqualify that potential supplier from this Procurement Process.   **General Policy Requirements**   * 1. By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will comply with all applicable laws, codes of practice, statutory guidance and applicable Customer Organisation policies relevant to the goods and/or services being supplied.   **General tender conditions (“Tender Conditions”)**   * 1. Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of, and strictly in accordance with the requirements of this ITT.   2. Third party verifications – Your tender response is submitted on the basis that you consent to the Customer Organisation carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the Customer Organisation for such purposes.   3. Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents, and in any related written or oral communication, is believed to be correct at the time of issu, but the Customer Organisation will not accept any liability for its accuracy, adequacy or completeness, and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of the Customer Organisation.   4. Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process, and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Customer Organisation promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or in any of its associated documents and/or in any information provided to you as part of this Procurement Process.   5. Amendments to the ITT – At any time prior to the Tender Response Deadline, the Customer Organisation may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the Customer Organisations, be extended. Your tender response must comply with any amendment made by the Customer Organisation in accordance with this paragraph, or it may be rejected.   6. Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the Customer Organisation’s requirements, these Tender Conditions and the Contract) and all other documents, and any clarifications or updates issued by the Customer Organisation as part of this Procurement Process.   7. Format of tender response submission – Tender responses must comprise the relevant documents specified by the Customer Organisation completed in all areas and in the format as detailed by the Customer Organisation in Annex A (Supplier Response). Any documents requested by the Customer Organisation must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.   8. Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the Customer Organisation. Any modification should be clear and submitted as a complete new tender response in accordance with Annex A (Supplier Response) and these Tender Conditions.   9. Rejection of tender responses or other documents – A tender response, or any other document requested by the Customer Organisation, may be rejected which: * contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided; * contains hand written amendments which have not been initialled by the authorised signatory; * does not reflect and confirm full and unconditional compliance with all of the documents issued by the Customer Organisation forming part of the ITT; * contains any caveats, or any other statements or assumptions qualifying the tender response, that are not capable of evaluation in accordance with the evaluation model, or requiring changes to any documents issued by the Customer Organisation in any way; * is not submitted in a manner consistent with the provisions set out in this ITT; * contains information which is inconsistent with answers already given in the Company Questionnaire completed as part of this Procurement Process or; * is received after the Tender Response Deadline.   1. Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Customer Organisation to reject a tender response apply and/or if you or your appointed advisers attempt: * to inappropriately influence this Procurement Process; * to fix or set the price for goods or services; * to enter into an arrangement with any other party that such party shall refrain from submitting a tender response; * to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted; * to collude in any other way; * to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or * to obtain information from any of the employees, agents or advisors of the Customer Organisation concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response, * The Customer Organisation shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that the Customer Organisation shall have no liability to a disqualified potential supplier in these circumstances.   1. Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response, and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including, without limitation, the submission of a tender response, that you will not be entitled to claim from the Customer Organisation any costs, expenses or liabilities that you may incur in tendering for this procurement, irrespective of whether or not your tender response is successful.   2. Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Customer Organisation is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT, but the Customer Organisation reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process, by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the Customer Organisation will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.   3. Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.   4. Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of the Customer Organisation in relation to fraud or in other circumstances where the Customer Organisation’s liability may not be limited under any applicable law. | | | |
| 1. **Confidentiality and Information Governance**    1. All information supplied to you by the Customer Organisation, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response), unless the information is already in the public domain, or is required to be disclosed under any applicable laws.    2. You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract, unless the Customer Organisation has given express written consent to the relevant communication.    3. This ITT and its accompanying documents shall remain the property of the Customer Organisation, and must be returned on demand.    4. The Customer Organisation reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Customer Organisation. The Customer Organisation further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Customer Organisation in accordance with such rights reserved by it under this paragraph.   4.5 The Freedom of Information Act 2000 (“FOIA”), General Data Protection Regulations (“GDPR”) 2018, the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Customer Organisation (together the “Disclosure Obligations”).  4.6 You should be aware of the Customer Organisation’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the Customer Organisation. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Customer Organisation under the Disclosure Obligations, unless the Customer Organisation decides that one of the statutory exemptions under the FOIA or the EIR applies.  4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part 2 of Annex A (Supplier Response), you must provide clear and specific detail as to:   * the precise elements which are considered confidential and/or commercially sensitive; * why you consider an exemption under the FOIA or EIR would apply; and * the estimated length of time during which the exemption will apply.     4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the Customer Organisation should not and will not be bound by any such markings.  4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Customer Organisation accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Customer Organisation, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the Customer Organisation on the basis that it may be disclosed under the Disclosure Obligations if the Customer Organisation considers that it is required to do so and/or may be used by the Customer Organisation in accordance with the provisions provision of this ITT.  4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Customer Organisation ’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the Customer Organisation’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained. | | | |
| **5. Tender Validity**  5.1 Your tender response must remain open for acceptance by the Customer Organisation for a period of ninety days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Customer Organisation. | | | |
| **6. Payment and Invoicing**  6.1 The Customer Organisation will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Customer Organisation must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Customer Organisation include:   * A description of the good/services supplied is included. * The Customer Organisation’s reference number/Purchase Order number is included.   It must be addressed to: PHSO, Citygate, 47-51 Mosley Street, Manchester M2 3HQ [invoices@ombudsman.org.uk](mailto:invoices@ombudsman.org.uk) | | | |
| **7. Specification**  **GENERAL REQUIREMENTS - CLEANING**  **Contract Administration**   * 1. PHSO require monthly contract meetings with a dedicated contracts manager. This meeting will cover performance at each site. Notes and actions to be recorded and shared within 3 days of contract meeting.   2. All staff inductions and cleaning staff meetings to be carried out by the cleaning provider without inconveniencing PHSO staff.   3. Monthly performance inspections to be carried out by PHSO using KPI form provided by the contractor. This should take place at least a week before the monthly contract meeting.   4. Key Performance Indicators (see Annex B) to be adhered to as part of the contract and monitored and managed monthly.   5. A single monthly management report (for each site) on Key Performance Indicators, staff attendance, staff training and cleanliness standards will be produced (to be received 3 working days before contract meeting).   6. Monthly recycling statistics and reports provided   7. To carry out Customer Satisfaction Surveys as and when required.   8. Invoices should be monthly with breakdown of costs and arrive at the same time as the monthly report.   9. Communication Log Book, attendance sheets and consumables order forms to be provided by the contractor if applicable.   10. Invoices should be monthly and arrive at the same time as the monthly report.   **Recycling**   * 1. Recycling bins are provided and maintained by PHSO. The contractor must inform PHSO if any bins are not of the required standard and provide examples of acceptable alternatives.   2. Any linings for the bins will be provided by the contractor to ensure that the waste inside is in a collectable state. Bins are to be emptied and waste removed offsite by the contractor.   3. The following waste products will need to be collected and recycled on a weekly basis: * Paper * Card * Plastic * Cans * Glass * Printer Toner * Batteries   1. WEEE recycling is required on an adhoc basis. This should be quoted for separately when requested.   **Cleaning Consumables**   * 1. The contractor will be responsible for the provision and maintenance of all equipment.   2. The contractor will be responsible for the provision of all consumables relating to the operation of the equipment.   3. The contractor will be responsible for the provision of all other cleaning consumables (such as toilet paper, soap etc).   4. The contractor will be responsible for the selection of the supplier and products (cost effective, eco-friendly and recyclable) for all other cleaning consumables, but input from PHSO, should they want to use a different supplier will be acceptable.   5. The contractor will be responsible for the stock management of consumables and ensure that minimum stock levels are maintained. Regular stock checks to be recorded.   6. The contractor will order the stock and arrange for all deliveries to be made between 09:00 and 16:00, Monday to Friday, for the attention of the Facilities team.   7. The contractor will arrange for deliveries to be put away the same day.   **Company**   * 1. Must be able to adhere to PHSO Security and Health & Safety standards   2. Must have a Business Continuity Plan   3. Must have suitably trained cleaners (NVQ)   4. Must have Environmental Policy (Preferable that they are IS14001 accredited)   5. Must have Health & Safety Policy (including being able to handle COSHH substances)   6. Must demonstrate adherence to all relevant UK legislation including right to work.   7. A handover plan must be presented with the tender, detailing how any existing transferring staff will be trained and inducted to the company.   **GENERAL REQUIREMENTS - MAINTENANCE**  **Planned Preventative Maintenance**  The Contractor shall operate and maintain the equipment and fittings in the Contract(s) areas with the objective of:   * Providing a safe working environment for building users; * Maximising the useful life span of the building, plant and equipment; * Enabling PHSO staff to effectively discharge their business functions; * Ensuring efficient and cost-effective use of those assets; * Meeting all statutory guidelines and conforming with best practice; * Complying fully with Government and Client policy and guidance on environmental issues.   The Client requires a demonstration through appropriate methodologies, that the Contractor shall implement a holistic Planned Preventative Maintenance schedule to maximise the life of all built and installed assets.  A Schedule of equipment and fittings in the Contract(s) area for the PHSO is given below.  **Reactive Maintenance**  The Contractor shall provide a professionally managed service, for reactive repairs and maintenance, plus an out-of-hours emergency service available 365 days per year (366 days per year in a leap year).  Table 1 below indicates the response times to be applied to their respective criteria. These are the times which the Contractor shall be expected to meet or complete earlier. As with other performance measures, comment shall be made on the criteria, detailing any issues and offering solutions should that be the case.  The response times for all Reactive Maintenance activities shall be as follows:   | **Priority** | **Description** | **Response times** | | --- | --- | --- | | 1 | Matters giving rise to an immediate health & safety or security risk | 1 hour on-site emergency response and institute an interim solution within one hour of notification or detection by the Contractor. Permanent solutions to health & safety issues to be achieved within 48 hours of notification. Security measures must be permanently rectified within 24 hours. | | 2 | Matters that prevent or severely restrict the Client from conducting normal operations | 2 hour on site response and implement at least an interim solution within three hours of notification or detection by the Contractor. Permanent rectification to be achieved within two working days of notification. | | 3 | Matters that impinge upon the proper working of the facilities in relation to all users | Respond and implement at least an interim solution within six hours of notification or detection by the Contractor. Permanent rectification to be achieved within four working days of notification | | 4 | Matters of a routine nature | Respond within two working days of notification or detection by the Contractor. Permanent rectification within 5 working days of notification | | 5 | Change or cosmetic requests | Schedule within 5 working days of request, replace/repair within 30 working days. |   In relation to reactive activities that result in a repair which cannot be effected due to lead times of replacement parts or the need for Client sanction of costs, the Contractor shall create a measure which allows the suspension of any activity under this scenario. The Contractor shall agree in advance with the Client the exact criteria for suspension.  The provision of a Reactive Maintenance Service and a Handyman Service shall include but not be limited to;   * replacement of faulty lamps; * electrical repairs to lighting and power supplies and appliances; * plumbing repairs for water, drainage services and fittings including unblocking of sinks and toilets; * fixing of notice boards and similar fittings; * building work, glazing and carpentry repairs to internal partitions, internal finishings, office furniture, etc. * repairs to door furniture; * Air conditioning repairs outside scope of planned preventative maintenance; * Minor alterations to office layouts.   It is PHSO’s intention that this contract shall be the preferred route for the provision of all goods, materials and services described in this Specification. Nevertheless, PHSO reserves the right to obtain quotes for goods, materials and services from other suppliers and, at its sole discretion, to purchase such goods, materials and services from other suppliers.  **Method of Working**  All tasks, other than emergency response works, are to be carried out between 0900 and 1700, Mondays to Fridays, unless previously agreed by the appropriate PHSO representative.  The Contractor and their staff shall ensure that all works carried out are done so in a manner which causes a minimum of disruption to PHSO staff. Whenever practicable, disruptive or noisy works must be programmed for before 0800 or after 1800 on Mondays to Fridays excluding Bank Holidays or, with prior approval, at weekends.  The Contractor will have access to electronic copies of manufacturers’ manuals and literature, including manufacturer’s recommendations and instructions, where these are available. All works shall be carried out in accordance with these recommendations and instructions.  The Contractor may be required to supply fittings and spare parts as necessary but PHSO reserve the right to procure such parts directly for use by the Contractor.  The Contractor’s staff shall report to the Service Desk on commencement and termination of attendance at the Contract(s) area. Before leaving site they shall complete such attendance sheets and records of work carried out, as may be required by PHSO. Prior notification of attendance should be given to the Service Desk.  It is expected that the Contractor shall maintain records of attendance on site by their staff and of works carried out. The Contractor shall make these and any other records relating to operation of the Contract available to the PHSO upon request.  The contractor will prepare and submit to PHSO written risk assessments and method statements for planned preventative maintenance tasks as part of the contract mobilisation phase and review and re-issue these periodically to keep them current. For reactive works a written risk assessment will be required before work can start and copied to PHSO and, depending on the works, a method statement may be required to be supplied to PHSO upon request.  **Health and Safety**  All work must be carried out in compliance with the Health and Safety at Work Act 1974, Health and Safety Electricity at Work Regulations 1989 and associated legislation and HSE Guidance Publications.  A risk assessment must be carried out and the appropriate form completed and signed by a responsible person prior to commencing works involving hot works, asbestos, COSHH, working at height, projects and anything that could adversely affect PHSO or the contractor’s staff. Control measures must be taken if required by the result of the Risk Assessment. Risk Assessments should be made available to the PHSO if required. If working in landlord areas a risk assessment should be provided to the landlord’s representative along with a method statement.  Before commencing work, and in consultation with the Client on any item of plant, the Contractor must ensure that the associated services have been isolated and locked off and that all control and ancillary circuits have been made dead.  The Contractor shall ensure that all staff working in the Contract area are aware of relevant fire procedures and adhere to all instructions including evacuation procedures, which may be necessary.  **Implementation**  During the Setting Up Operations Period the Contractor shall work in parallel with the incumbent Supplier to ensure a smooth and trouble free transfer of responsibility and operational arrangements. The incumbent Contractor will maintain his staff and equipment on the Premises while the Contractor establishes his own Equipment, Staff and procedures.  If applicable, the Contractor shall complete preparation for the transfer of all persons to be transferred under TUPE arrangements so that their formal transfer can be effected on the day prior to the Commencement of Full Operations, at which time they become Staff.  The Contractor shall arrange for the integration of all persons to be employed on the Services whether persons transferring under TUPE provisions, existing Staff or Staff newly employed by the Contractor, including supply of any uniforms, provision of any training requirements proposed, and the issue of job descriptions for each person and operations procedures for all key activities.  An initial period from 01 March 2019 to 31 March 2019 for familiarisation, agreement for implementation of procedures, review of documentation, setting up of site diary/log book, reporting formats and frequency and the agreement of meeting dates in order that the Contractor is prepared for the Contract to commence on **Monday** **01 April 2019** or such other date agreed between the Client and the Contractor.  As part of the mobilisation process, the Contractor will be required to review the Client’s Planned Preventative Maintenance assets and submit a report containing proposals for any necessary remedial work in consultation with the Client, and thereafter ensure all plant identified is maintained according to all statutory obligations and other requirements.  The Report provided to the Client will be shall include the following as a minimum:   * Item of plant, equipment or fabric; * Condition of assets; * Total estimated cost; * Priority coding; * Risk assessment.   During the month of March 2019, the Contractor will submit:   * An itemised Maintenance Programme Schedule clearly setting out the dates on which the various scheduled and planned maintenance tasks are to be undertaken and a checklist for all tasks; * A site diary or log book for the first year of the Contract in which to record site visits, the names of Contractor’s staff who attended and the tasks completed; * Maintenance Records System in which the Contractor will formally record all tasks undertaken.   **Key Performance Indicators**  The Contract contains a set of KPIs which measures provide a common baseline in accordance with the Specification. Each KPI has an individual performance target which the Contractor shall consistently achieve.  The measurement of KPIs shall commence immediately after one month following the Commencement Date. The KPIs to be achieved by the Contractor are shown at Annex C.  **CLEANING**  **Site Details**  Description – 1 office within a multi occupant central London building  Floors - 1 floor  Floor size - approx. 5400 sq ft  Desks – 56 in open plan layout  Meeting Rooms - 3 medium meeting rooms and 6 small meeting rooms  **Service**  The number of cleaning operatives and hours working will not be specified by PHSO. It is for the contractors to define what they consider the requirements as part of the bid.  The office will be available for out of hours cleaning (office hours: 08:00 – 18:00, Monday to Friday)  It is expected that the supplier will carry out the following duties each day:   * Vacuum & spot clean the carpets * Tea point clean including sweep, mop floors and clean inside microwaves * Internal glass clean (office and meeting room doors) * Cleaning of walls and ceilings (below 3660mm) as required * Check fridges and clean any obvious spills * Carry out tasks as requested by Facilities   The supplier is required to manage consumable replenishment and storage of consumables.  In hours cleaning is not required but a quotation for day cleaning will be considered.  **MAINTENANCE**  **Planned Preventative Maintenance Schedule**   |  |  |  | | --- | --- | --- | | **WORKS** | **QTY** | **FREQUENCY** | | Sink - Tea point | 1 |  | | Water dispenser system - Tea point | 1 | 3 monthly | | Water heater - Tea point | 1 | 3 monthly | | Waste water pump system - Tea point | 1 | Monthly and 6 monthly | | A/C Condenser supply units | 1 | 3 monthly | | A/C Cassette distribution units | 4 | 3 monthly | | Emergency lighting | 52 | Annually | | Fire extinguishers - Water | 3 | Annually | | Fire extinguishers - CO2 | 5 | Annually | | Water Quality Testing |  | \*To legislative requirements\* | | Air Quality Testing | 4 | 3 monthly | | Electrical Testing | 1 | Legislative – see below | | Power switchover testing | 1 | Annually |   **Water dispenser system**  3 monthly – de-scale and change filter in accordance with manufacturer’s recommendations.  **Waste water pumping system**  Monthly - Treat with appropriate cleaning fluid in accordance with manufacturers recommendations.  6 monthly - 6 monthly – clean and service in accordance with manufacturers recommendations.  **Water Heater**  3 monthly – De-scale in accordance with manufacturers recommendations.  **Air Conditioning / vent systems (client systems only, not landlord’s)**  3 monthly service visit to undertake planned maintenance in accordance with manufacturer’s service specifications and to comply with statutory regulations  **Water quality**  Water quality and temperature testing, including analysis of samples from hot and cold outlets in tea point during a 12 month period. For the avoidance of doubt, testing for the presence of legionella to be included. Reporting to client with any appropriate observations and recommendations. Maintenance of water quality log as part of maintenance records system.  **Air quality**  3 monthly air quality testing at two positions of the floor, including taking samples and test the temperature; relative humidity; levels of carbon monoxide, carbon dioxide and air borne microbiological levels. Reporting to client with any appropriate observations and recommendations. Maintenance of air quality log as part of maintenance records system.  **Electrical testing**  Test in accordance with legislation and best practice. PAT Visual inspection annually. Combined visual inspection and test every 2 years. Fixed wiring tests every 5 years. All on due dates, according to last test.  **Power switchover system (Server Room)**  Annual test of functionality and effectiveness. Prior authority required from PHSO Representative to undertake the test in view of the need to power down the computer system, etc.  **Fire Fighting equipment**  Annually to coincide with anniversary of last recorded test. Planned maintenance in accordance with manufacturer’s service specification and to comply with statutory requirements and certification.  **Emergency Lighting**  Annual test in accordance with current British Standard. | | | |
| 1. **Mandatory Requirements/Constraints**    1. As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the Customer Organisation’s specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the Customer Organisation to reject a tender response in full. | | | |
| 1. **Key background documents and further information**   KPI documents  **TUPE:** TUPE may apply to this contract. If so, TUPE information will be supplied to tenderers on satisfactory completion and return of a Non-Disclosure Confidentiality Agreement (Annex D). | | | |
| **Timescales**  The following timescales shall apply to this Procurement Process, subject to any changes notified to potential suppliers by the Customer Organisation in accordance with the Tender Conditions.   |  |  | | --- | --- | | **Activity** | **Date / time** | | Publication of Contract Notice | 16 November 2018 | | Site Visits:  Millbank Tower, London – Charlie Smith, Facilities Manager, Tel 4155. | W/C 26 November 2018 | | Deadline for clarification questions (**Clarification Deadline**) | 02 December 2018 | | Deadline for submission of ITT responses by potential suppliers (**Tender Response Deadline**) | 07 December 2018 | | Clarification meetings/presentations | W/C 14 January 2019 | | Award decision | 23 January 2019 | | Contract awarded to winning tenderer (after 10-day Standstill Period) | 05 February 2019 | | Contract start date | 01 April 2019 | | | | |
| 1. **Instructions for Responding**    1. The information that must be submitted to form your tender response are listed as Annex A-D to this ITT. All documents required as part of your tender response should be submitted to [Procurement2@ombudsman.org.uk](mailto:Procurement1@ombudsman.org.uk), by the Tender Response Deadline, as set out in the Timescales section of this ITT.    2. The following requirements should be complied with when summiting your response to this ITT:  * Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may rejected by the Customer Organisation. * Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Customer Organisation. * Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the Customer Organisation). * All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates. * If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response. * Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant Customer Organisation requirement with your response to that requirement inserted underneath. * Where supporting evidence is requested as ‘or equivalent’ – you must demonstrate such equivalence as part of your tender response. * Any deliberate alteration of a Customer Organisation requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement. * Responses should concise, unambiguous, and should directly address the requirement stated. * Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate. * **Response Checklist:**  |  |  | | --- | --- | | **Schedule** |  | | Part 1: Contact Details |  | | Part 2: Responses to tender questions |  | | Part 3: Schedules of prices and rates |  | | Part 4: Declarations |  | | | | |
| 1. **Clarification Requests**    1. All clarification requests should be submitted to [procurement.enquiries@ombudsman.org.uk](mailto:tenderenquiries@ombudsman.org.uk) before the Clarification Deadline, as set out in the Timescales section of this ITT. The Customer Organisation is under no obligation to respond to clarification requests received after the Clarification Deadline.    2. Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.    3. The Customer Organisation reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the Customer Organisation considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the Customer Organisation responding to all potential suppliers.    4. The Customer Organisation may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the Customer Organisation by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this procurement process. | | | |
| 1. **Evaluation Criteria**    1. You will have your tender response evaluated as set out below:   **Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.  ↓  **Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the Customer Organisation’s requirements evaluated in accordance with the evaluation methodology set out below.   * 1. Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:  |  |  | | --- | --- | | **Criteria** | **% Weighting** | | Implementation | 5 | | Monitoring and Auditing | 10 | | Continuous Improvement | 5 | | Experience | 10 | | Subcontractors | 2.5 | | Training | 2.5 | | Service Levels | 10 | | Legislation | 5 | | **SUB TOTAL** | **50%** | | Contract price | 50 | | **OVERALL TOTAL** | **100%** |  * 1. Scoring Model – Tender responses will be subject to an initial review at the start of Stage 2 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the Customer Organisation for all criteria other than Commercial using the following scoring model:  |  |  | | --- | --- | | **Points** | **Interpretation** | | **10** | **Excellent** –Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement. | | **7** | **Good** -Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested, but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidders failure to provide all information at the level of detail requested. | | **5** | **Adequate** - Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder’s failure to provide all of the evidence requested. | | **3** | **Poor** – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement. | | **0** | **Unacceptable** - The response is non-compliant with the requirements of the ITT and/or no response has been provided. |  * 1. Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of Part 3 (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the Customer Organisation as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the Customer Organisation as part of the pricing approach, the Customer Organisation may reject the full tender response at this point. The Customer Organisation may also reject any tender response where the Overall Price for the goods and/or services is considered by the Customer Organisation to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score of 10 will be awarded to the tender response offering the lowest “Overall Price”. Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.      * 1. Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.   2. Clarification Meetings – Shortlisted companies (maximum three) will be invited to attend a clarification meeting at our London offices. The purpose of this meeting is to gain a greater understanding of your proposal and to clarify any areas of uncertainty identified within the bid. The meeting will involve a ten minute presentation, followed by questions. Any specific areas of clarification will be notified to Suppliers in advance. These meetings are due to take place during week commencing 19 November 2018.   3. The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology | | | |

**Annexes**

**List of Annexes forming part of this ITT but issued as separate documents**

**Annex A - Supplier Response Document**

**Annex B – Cleaning Key Performance Indicators**

**Annex C – Maintenance Key Performance Indicators**

**Annex D – Non-Disclosure Confidentiality Agreement**

**Annex E – Terms and Conditions of Contract**