



PENZANCE COUNCIL

Facilities and Plant Maintenance Penlee House Gallery & Museum Penlee House Penzance

**Specification, General Preambles and Key
Performance Indicators**

Provision of Planned and Preventative Maintenance of Electrical and Mechanical Equipment Services.

Introduction.

Penzance Town Council is seeking a suitably qualified supplier to provide preventative repair and maintenance of mechanical and electrical equipment at Penlee House Gallery & Museum, Penlee House, Penzance.

The contract period is for three years commencing, with an option to extend for a further two annual extensions.

The core contract covers all heating, ventilation, pumping, air handling units, valves and control systems within the premises. In addition, the contract has optional activity to be included on instruction from Client. A list of the equipment is shown separately in Appendix 3: List of Equipment.

A breakdown of the activities required are as follows:

Task	CORE / OPTIONAL	Notes
PLANT		
Undertake monthly full day detailed site visit to check the Building Management System, Air Handling Units, Gas Boilers, Chiller Plant, Gas Valves Fan Coil Units as detailed in schedule	C	
Undertake optional fortnightly ½ day site visit to check the Building Management System, Air Handling Units, Gas Boilers, Chiller Plant, Gas Valves Fan Coil Units as detailed in schedule	O	This would be as agreed with Client instruction.
Undertake quarterly cleaning of air filters as detailed in schedule	C	
Undertake six-monthly inspection for chiller unit, boilers and Building Management System (or appoint a suitable sub-contractor of the supplier)	C	
Manage current six-monthly inspections with contractors for chiller unit, boilers and Building Management System (currently Carrier for chillers until 31 Aug 2023, Lorne Stewart for boilers until Feb 2024, SSE for BMS until 30 Nov 2023). Post expiry of current contracts undertake this work as part of Contract – either direct or through approved sub-contractor as appointed by main Contractor (See above).	C	Appointed Contractor to manage these contracts themselves, with option to move away from these contracts when they end or renew.
Replace parts on Air Handling Units (filters, steam cylinders, drive belts etc.) as required and informed by inspections and manufacturers	C	

recommended maintenance schedule (this currently undertaken 6 monthly or as required)		
Inspection of Sump pump / radon extractor fan on each visit	C	
Check of Electrical Distribution panels on each visit	C	
ELECTRICAL / LIGHTING		
Monthly inspection of Kitchen extractor fan	C	
Portable appliance visual checks and testing (PAT) inspections – next due September 2023	O	
General lighting - replacing lamps	O	
Undertake emergency lighting testing on monthly basis (current system not self-test). Also annually undertake the three-hour Emergency Lighting test. Report findings and recommendations.	O	Current arrangements in place at time of initial contract – so would be on instruction from client as to if / when to take on this task.
Undertake 5-year fixed wire testing and certify in line with Regulations – next required in September 2026	O	
General small maintenance jobs – as instructed from time to time by Client.	O	

Services required.

The services required by the appointed supplier would include planned and preventative maintenance on all equipment listed to include statutory inspections.

In addition, there may be elements of the service which require call to fix and with some maintenance required to be completed outside of normal working hours or at weekends.

Planned inspections will be carried out to an agreed schedule of activities and appropriate check list, with a copy of the inspection and any findings provided as a record for the Client. This will include details including the following:

- Item(s) inspected
- Date / Time
- Inspector
- Confirmation of findings (but exception)
- Details of any works carried out
- Details of any works advised / recommended / required and essential

At commencement of the Contract the Supplier shall undertake an initial comprehensive

survey and report of all listed equipment.

This survey should include for the identification and recording of all heating, ventilation, pumping, air handling, hot water, emergency lighting and associated pipe work, valves and control systems.

The survey must also provide a description of their current general condition and findings.

Any discrepancies or omissions subsequently identified against the itemised list of equipment as provided in the tender documentation must be brought to the Council's attention.

The inspection programme, repair and replacement to be part of a scheduled work pattern and undertaken in accordance with accepted best practice, or equivalent Regulatory and industry standards.

Pricing and Authorisations

The Core Contract will include the cost of providing the routine visits and inspections to the premises in line with the accompanying Schedule of Works.

To avoid additional costs and charges (including travel time, call out fees, etc), wherever possible, any required maintenance should be coordinated with planned inspections. Typically to support this approach then authorisation to proceed with works at time of visit should be based on the following:

- Approved non urgent works being scheduled from previous visit(s) to coincide with future planned inspection visit.
- Fixes estimated at time of visit to be below £250 (material costs) and less than 2 hour labour to fix.
- The Supplier will agree with the Client at the beginning of the contract what the mark up on consumables will be.
- The Supplier to ensure that a stock of consumables is maintained and inform the Client when consumables require re-ordering. Supplier to ensure that any mark up on items ordered by them does not exceed the agreed mark up. Supplier to ensure that Client has the correct specifications if Client is to order consumables.
- Emergency Health and Safety matters in a manner that makes safe any immediate danger and the make safe being sign off by Client to proceed, wherever possible Client to be informed before acting.

To enable this to happen Supplier Personnel would be expected to have minimum level of tools / equipment and access to core products / materials.

Estimates for works estimated in excess of £250 material cost must be provided to Client and signed off as agreed prior to commencement and should wherever possible take into account efficiencies of coordinating with planned maintenance schedule.

Individual products, parts or material that are above £100 to be supported by a copy invoice to be submitted with main invoice for works carried out.

Specialist costs to be priced / costed and submitted to Client for authorisation to proceed.

Pricing schedule includes the following:

- Cost for core planned inspection services and annual maintenance.
- 24 hour emergency call out facility
- Rate card for work outside of agreement, i.e. evening, weekend and bank holidays and also the appropriate mileage rates.

GENERAL PREAMBLES:

In addition to the specific performance standards the Contractor accepts to comply with the below requirements as part of the contract:

- i. Furnish all labour and equipment required to perform the Contract in accordance with the specifications contained herein.
- ii. Responsible for the Health and Safety of their employees and the public liability towards occupants to premises service users and the general public. Evidence of compliant health and safety training including Risk Management, Control of Substances Hazardous to Health (COSHH) training should be held on file by the Contractor and be made available to the Council throughout the duration of the contract should it be requested.
- iii. Ensure that Operatives appointed to work on the Contract are suitable and sufficiently qualified and experienced to perform the activities required under the Contract.
- iv. Provide adequate supervision of Operative staff to ensure that the performance standards are met, and to ensure that they perform their duties in a way that reflects positively on Council as commissioning organisation.
- v. Ensures that none of its employees smoke or vape in any Council premises.
- vi. Maintain its own public liability insurance for the duration of the Contract.
- vii. Ensure that all staff have the relevant training and ability to carry out the tasks set out on the specification.
- viii. Be solely responsible for breakage or theft by the Contractor's employees or agents.

Storage of Materials and Equipment

Storage areas are available for the Contractor's use in each premises. All such facilities shall be properly cleaned and maintained in a tidy state. The Council shall not be liable for loss of materials stored within these facilities.

Access to Premises / Sites

Core hours and access to Penlee House will be operation, 0830 to 1700 Mon to Fri, 9.00-17.00 Saturday.

Emergency Works / Out of hours access will require to be arranged through Penzance Town Council Authorised Representative.

The Services provided are in operational facilities which are open during the day and therefore have either staff, service users and / or general public. The Contractor's Operatives are therefore required to be mindful of this and also be mindful working in locations where particular consideration is to be made to a range of stakeholders including:

- Vulnerable Adults;
- Visitors to the premises and schemes who may be unaware that work is being carried out;
- Persons with visual, hearing or mobility impairment;

- Persons with limited understanding of the English language;
- Persons with particular requirements because of their ethnic, religious or other backgrounds.

Provision of Services

The Contractor shall be allowed free use of water and electricity for undertaking functions as set out in this Contract. The Contractor shall be mindful to use such services in an efficient and economical manner.

Security

General

As part of their duties the Contractor's Operatives shall be required to report any concerns, and for these concerns to be relayed to the respective Council Authorised Personnel as soon as practically possible. If the situation or concern is deemed an emergency then the relevant emergency services should be called without delay.

The Contractor's Operatives will be required to ensure that they have ID visible during the time they are onsite either via an approved lanyard, or card holder clipped to the Operatives apparel.

By undertaking their duties, the Contractor's Operatives shall be mindful of their actions in a manner that prevents unauthorised persons access to plant, materials and equipment that may cause harm, theft or damage as a result of their actions.

Apparel

Contractor Operatives will be required to look professional and presentable when working on Council premises. Apparel for Contractor Operatives will be practical for the Services performed, but readily distinguish the Operative as an appointed person to work on the premises. Therefore, to help provide clarity to others all Operatives will have the same outfit / uniform which includes clear reference to the Contractor's company name / logo, as well as a photo badge which also includes the name for the individual Operative.

Health and Safety matters

The Contractor is reminded of their obligations under the Health and Safety at Work Act 1974 and other supplementary Health and Safety Regulation that is relevant.

The works are covered under the Construction Design Regulations (CDM) and the appointed Contractor will be appointed as Principal Contractor for the Facilities and Plant Maintenance as scheduled within this Tender.

The Contractor shall note the following and undertake due measures to ensure Health and Safety matters are duly undertaken and complied with in any resulting contract but not limited to, the following:

- i. Health & Safety at Work Act 1974 Management of Health & Safety at Work 1999 Provision & Use of Work Equipment Regulations 1998
- ii. Care of Substances Hazardous to Health 2002

The Contractor should inform the Council of any unsafe feature or any matter of cause of public concern at any location at which the services are being provided.

Asbestos

The Contractor's attention is drawn to the Asbestos Management Survey for Penlee House which was undertaken in 2020 (this is included as an attachment to this tender pack). The Contractor will be responsible for ensuring that all personnel are made aware of the Survey.

The Contractor's attention is drawn to the respective limitations and restrictions as set out in the Survey and must ensure that risk assessment and management plans are put in place.

Substances:

The Contractor shall comply with all aspects of Control of Substances Hazardous to Health (COSHH) Regulations, with all substances being handled, used and ultimately disposed of in line with manufacturer's recommendations and COSHH Regulations.

COSHH Assessments and Material Safety Data Sheets for all substances used on Council premises will need to be made available to the Council by the successful applicant. COSHH folders should be made available to all staff carrying activity on the facilities who will also be provided with appropriate training.

In addition, Operatives will as part of delivery of the services, be required to work with substances that at variable temperatures may become hazardous, such as hot water for through cleaning, and as such due precautions shall be taken.

Working at Heights:

All operations are to be carried out in a manner that wherever possible avoids the need for the operative to gain access to areas via means of steps, platforms or other temporary vertical staging.

Where access is required by means of ladders, steps, platforms or other temporary vertical staging means, then a work at height assessment should be carried out and agreement of the Council's Authorised Officer obtained. Access equipment for short duration (e.g. step ladders) must be provided by the contractor and evidence of suitable training in correct use of equipment may be required. Contractors working unsafely at height will be instructed to leave the building.

Trips, slips and falls:

The prevention of trips, slips and falls will be a key priority as part of the Services being performed, especially considering the Services being carried out in both operational and public settings. When undertaking Services, suitable warning signage shall be prominently displayed at approach points to the Services being carried out, along with suitable signage / protection being in place around areas being worked on, and

protection of leads / cables to appliances that can cause hazards to others in the area.

To remain effective and ensure premises users do not become complacent, hazard warning signs must be removed as soon as practicable after the hazard is eliminated.

Personnel Protective Equipment (PPE):

The Contractor will ensure that the Contractor's Employees are provided with, and use, required PPE when undertaking their duties. When working in external sites, where there is likely pedestrian and / or vehicular access in the vicinity then the Operatives shall be required to wear class 2 high visibility vests.

Risk Assessment

It will be the responsibility of the Contractor to undertake Risk Assessment for the programmed inspection works and any resulting repairs post inspections in line with the Management of Health and Safety at Work Regulations 1999 (<https://www.hse.gov.uk/simple-health-safety/risk/index.htm>).

A record to be kept of all risk assessments and Control of Substances Hazardous to Health (COSHH) data and to supply a copy to the Council upon request.

Reporting of Incidents and Hazards:

In the event that a Health and Safety incident occurs resulting in injury or not, then this shall be reported as soon as practically possible by the Contractor to the Council's Authorised Officer. This does not forgo any wider responsibilities and duties that the Contractor may have under the Health and Safety Legislation such as notifiable incidents.

Electrical Equipment:

All electrical equipment used shall have suitable safety checks (including Portable Appliance Testing – PAT where they apply) and certification and used in compliance with manufacturer's instructions.

Electrical Works

Electrical works must only be carried out by qualified electrical technicians, in line with suitable trade body such as National Inspection Council for Electrical Installation Contracting (NICEIC) <https://niceic.com/>.

It is the responsibility of the Contractor the Operator to satisfy themselves as to the suitability of the people they employ. Prior to connecting with any electrical supplies all necessary checks and tests must be carried out.

Training:

New and existing Operatives shall be suitably trained and have appropriate refresher training in relation to Health and Safety. In the event of lone working the Contractor shall have a clear policy in how this is to be operated.

Working around stakeholders / General Environment:

As highlighted, the Services are to be carried out in an operational or public

environment with mixed stakeholders and hazards and care must be taken to avoid risk to both operatives working in the premises and overall public safety.

Disposal of Waste

Disposal of waste arising from the Contractors operations in delivery of the Services and the safe disposal of such waste will form part of the Contractor's responsibilities under the Contract.

In the event that any of that waste is hazardous waste the Contractor shall ensure that such waste is appropriately disposed of.

If the Contractor wishes to dispose of any waste arising from the Contract themselves they must ensure they hold an up to date and appropriate Waste Carrier's Licence.

Contractor Employee Personnel

The Contractor will be responsible for providing suitably trained and qualified Operatives to fulfil the requirements of the Contract, this includes requirements around cleaning standards, Health and Safety, as well as vetting as required (e.g. Police Vetting and Data Barring Service DBS checks).

Managing Quality

Quality Control

The Contractor shall look to monitor the Services performed to ensure that this fulfils the required Standards as set out in the Contract, this shall include:

- Ensuring Operatives are suitably supervised
- Providing quarterly summary to the Council's Authorised Personnel in relation performance issues and as summary of the issues raised action taken.

The Contractor shall have suitable procedures in place around monitoring and reporting findings to inspect work carried out by Operatives and ensure corrective actions are carried out where work falls below what is deemed as acceptable.

Reporting of defects:

The Contractor shall be responsible for reporting any Defects in relation to the premises that may affect the ability to effectively fulfil the requirements of the Contract. Any reports should be made within 3 working days of this becoming to the attention of the Contractor. If the defect presents a danger or Health and Safety concern, then this shall be reported at the first available opportunity.

As part of day-to-day operations of the Contractor's Operatives where noticing areas of maintenance requirements then this should also be raised with the appropriate Authorised Personnel for that site.

Customer Care

Key objectives from the Contract is to ensure the following:

- To be customer focused and to act responsibly in all dealings with customers and stakeholders.
- Resources are managed efficiently and effectively.
- Value for money is achieved.
- Service standards as set out are consistently maintained.

Quarterly Meetings

In addition to requirements around day-to-day business as usual management of the Service delivery of the requirements, the Council would be requiring the Contractor to engage in quarterly review meetings to discuss the overall performance and delivery of the Service, suggestions for improvements and acknowledge of achievements.

The Council shall not make any additional payments to the Contractor for attending meeting or any related activities, as the Council shall assume that the Contractor's total Contract price will already be inclusive of any related activities.

Management Information

Applicants should, by way of on-going Contract performance be prepared to produce management information indicating checklist of actions performed. The exact format and duration will be agreed between the Council and the Contractor Authorised

Personnel. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Council. This will be at no cost to the Council.

The Council reserves the right to discuss the nature of the information provided with the Contractor during quarterly review meetings and make suggestions as to additional or alternative types of information to be captured as the Service develops over the life of the Contract. Any additional requirements laid out by the Council shall be provided by the Contractor at no additional cost to the Council.

Key Performance Indicators

Key Performance Indicators (KPIs) are identified in Table 1 below.

In the event of Service Failures, as part of the Contract the Council reserves the right for the Authorised Personnel to issue Default Notices.

Where possible the aim will be for the Council to work constructively with the supplier to avoid the need to resort to such action but will form part of the options available to the Council under the Contract. In the event of a Default Notice being issued, it shall only be issued from the Authorised Personnel, and done in a way that clearly outlines the area of Service Failure (including references to location / date / time), the means of corrective action required and the timeline within which the Service Failure is to be corrected.

The Contractor will be required to correct the Service Failure in line with the Default Notice timelines. Where the Contractor views the Default Notice is unmerited or inaccurate then this shall be raised as soon as possible to the Contractor Manager.

Persistent or repeated Services Failures, and / or incident / issues which constitute a serious Service Failure(s) may result in the Council terminating the Contract in accordance with the Conditions of Contract.

Should it be established that the prescribed standards are not being maintained, a deduction in the next monthly bill equal to 1 full day's Contract payment will be made until the facilities are brought back up to the identified standards. This will be determined, and deduction period concluded by re inspection and confirmation by the Council's authorised officer.

Day	Time	Priority 1	Priority 2	Priority 3
Every day (including Bank Holidays)	24hrs	Same Calendar Day - within 4 hours of call to fix to the Supplier	Next Working Day from reports registered to supplier by 3 pm on previous Working Day	28 Working Days from reports registered to supplier by 3 pm on previous Working Day

- i. Priority 1 – Emergency response e.g. an incident which generates a an

immediate / imminent Health and Safety risk

- ii. Priority 2 – Urgent maintenance e.g. a fault but with no imminent Health and Safety risk
- iii. Priority 3 – Non-urgent maintenance e.g. preventative

A comprehensive KPI regime will set out clear expectations, behaviours and results from both the Supplier and the Council.

The Supplier's performance will be measured and reviewed throughout the installation, maintenance and removal period to monitor performance, effectiveness and efficiency. The Supplier will be measured against the following KPIs:

Maintenance

- i. Percentage of Priority 1 calls completed within specified time (Target 100%)
- ii. Percentage of Priority 2 calls completed within specified time (Target 95%)
- iii. Percentage of Priority 3 calls completed within specified time (Target 95%)

If the Supplier falls behind on any element of the task, a meeting shall be arranged with the Council to discuss the impact and any action to be taken to remedy this.

If the Supplier finds they are unable to deliver the service to the required standards, they are required to notify the Council at the earliest opportunity.

The Supplier shall provide information and records on the performance of delivering the service in such a form as the Council may reasonably require.

Further KPI's will be subject to agreement between the parties throughout the Contract and the methods to be used for measuring Supplier performance against the KPI's listed above will be determined prior to Contract commencement.

Regular review and monitoring of Health and Safety procedures and standards will be required. This would include monitoring of any issues in relation to Health and Safety both as part of ongoing supervision by the Supplier as well as any incidents that may occur. Supplier able to demonstrate suitable no / low level of incidents both in number and severity, as well as clearly able to demonstrate H&S review and monitoring is regularly and effectively happening.