

# Title of Works



## Project Information

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| --- | --- |
| **Category** | Asbestos |
| **Project Name** | HMCTS |
| **Site Address** | Multiple |
| **Contract Finder Reference** |  |

## Introduction

ENGIE, is Europe’s leader in energy and environmental efficiency services. We develop innovative solutions in Energy, Technical Services, Facilities Management and Business Process to improve the efficiency of cities, buildings, industry and infrastructure. As a leading service business across public, private and healthcare sectors, we guarantee transformational outcomes – from reducing cost & environmental impact and maximizing operational resilience, to improving the quality & efficiency of business processes.

ENGIE UK in the United Kingdom and Republic of Ireland has a turnover of £3 billion and employs over 17,000 people. ENGIE UK operates on 14,000 customer sites throughout the UK & ROI, totalling over 23.6 million sqm of managed space.

Sustainability and innovation are both core to our values, and as such it is essential that we are able to both excel at and demonstrate capability in these fields as part of everything we do as a business.

Describe project works

## Supporting Documents & Drawings

As per Coupa event (leave blank if there are no drawings)

## Scope of Works

ENGIE require the undertaking of Asbestos Reinspection Surveys to be carried out to 252 buildings across the estate.

The surveying organisation shall be accredited through the United Kingdom Accreditation Service (UKAS) to the following standard:

* ISO/IEC 17020:2012 specifies requirements for the competence of bodies performing inspection and for the impartiality and consistency of their inspection activities.
* ISO/IEC 17025:2005 specifies the general requirements for the competence to carry out tests and/or calibrations, including sampling.

Surveys will cover 3 main elements:

1. Locate and record the location, extent, and product type of any presumed or known Asbestos Containing Materials (ACM's).
2. Inspect and record information on the accessibility, condition, and surface treatment of any presumed or known ACM's.
3. Determine and record the asbestos type, by collecting representative samples of suspect materials for laboratory identification.

The purpose of these surveys is to locate and describe all positive Asbestos Containing Materials (ACM) checking the condition of the items to identify any damage or deterioration that may pose a potential risk to the building’s occupiers.

* + ENGIE require each item to have a material risk assessment and a priority risk assessment attached with a recommendation for future monitoring /management.
  + ENGIE require all duplicate items across separate reports to be emerged into one item referencing all previous reports.
  + ENGIE require all removed items to be evidenced in the report documenting all previous removal information if available.
  + ENGIE require all previously no accessed areas to be evidenced and presumed asbestos containing in the report.
  + ENGIE require all provided blank plans to be accurately marked up with current ACM’s. The survey should use the room references in the blank plans.
  + ENGIE require a PDF copy of the reports and in addition all data provided in CSV format for ENGIE to upload into ENGIE CAFM system.
  + ENGIE require all additional suspect materials that may be spotted on the reinspection to be sampled. Suspect materials in previously removed areas should be sampled. ***A cost for additional samples should be included as an extra within the tender.***
  + ENGIE require the information from the reinspection reports to contain sufficient information for the contractor to provide a remedial quotation from, to be broken down into labour, materials and access equipment. The remedial quotation should be submitted at the same time as the reinspection report.

1. **TIMETABLE REQUIREMENTS**

ENGIE require the tender proposals from the contractor within 20 days from the issue date and should include:

* Break down of cost per site as well as the total figure. This is due to ENGIE purchase order process.
* Proposed turnaround time for report issue.
* Schedule along with proposed dates for each reinspection, so access can be arranged with the sites.

1. **Existing Building Information**

A list of the sites requiring reinspection’s along with a breakdown of ACM’s per site will be issued along with this tender document. (Number of ACM’s per site is inclusive of no accessed areas)

All previous survey and removal documentation will be provided to the awarded contractor in the form of PDF copies.

1. **Emergency Procedures**

Should the surveyor identify any items that are damaged or in a significantly poor condition, the surveyor must inform Engie, immediately.

Until action can be taken by Engie, the surveyor must advise on restricting access to the room or area until permanent control measures and air tests has been completed/organised by Engie.

1. **List Of Documents To Be Returned With Tender**

* Pricing summary (per site and total cost)
* Schedule/Programme
* UKAS accreditation
* RAMS for proposed works
* Public & Employers Liability Insurances
* Enhanced DBS for nominated surveyors
* Examples of previous reinspection works undertaken in Local Authority/Government environment
* Details of any Prosecutions/Prohibition notices.

Specifications and Standards

All services to be instructed under this contract shall be carried out in accordance with all relevant legislation, including but not limited to the Control of Asbestos Regulations 2012, the CDM Regulations and the provisions of the Health and Safety at Work Act 1974 all as may be amended, updated, or supplemented from time-to-time. The work will also be carried out in accordance with the relevant approved codes of practice issued by the Health and Safety Executive (HSE). Where there is any conflict between any relevant legislation and/or codes of practice and the terms and conditions of any work issued under this contract, the contractor shall draw this to the attention of ENGIE.

Surveys shall be carried out in accordance with Control of Asbestos Regulations 2012:

* HSG264 "Asbestos: The Survey Guide" (2010) printed and published by the Health and Safety Executive ISBN 978 0 7176 6385 9; and
* HSG248 "Asbestos: The analysts' guide for sampling, analysis and clearance procedures" (2005) printed and published by the Health and Safety Executive ISBN: 9780717628759.

As each may be updated, supplemented, or amended from time-to-time. The contractor’s staff shall be trained to satisfy the requirements of Regulation 10 of the Control of Asbestos Regulations 2012 as may be updated, supplemented, or amended from time-to-time. The Supplier’s staff and operatives must be fully certificated by the appropriate regulatory body and must be suitably qualified, trained and certified to carry out the work, as appropriate. As a minimum the Supplier’s employee undertaking the asbestos survey must hold the BOHS P402 qualification. All Supplier’s’ staff conducting work under this framework must also have a minimum 'in the field' work experience of 6 months for Management Surveys and 2 years for Refurbishment and Demolition Surveys.

1. Contractor Obligations

TRAINING – The appointed contractor shall also ensure that throughout the duration of the Framework Contract all employees are fully qualified, certified, trained and kept up to date with the relevant legislation and legal requirements. Upon request the Supplier must furnish Scotland Excel or the Councils with documentary evidence pertaining to current licensing, certification, staff qualifications / level of training / experience.

IDENTIFICATION- The Contractor shall provide a means of identification (name of contractor, employee name, title, photograph, and telephone number to confirm identification) for his employees and shall require his staff to always wear and keep visible such identification and whilst at any site where the Supplier is engaged to carry out a works. Entry to premises and/or to any site where the contractor is engaged to carry out a works may be refused if such identification is not displayed.

UNIFORM-The Contractor must ensure that all its operatives and representatives are dressed in such a fashion as to have a corporate uniform identity, acceptable to the end user and clearly identifiable to all members of the public and employees.

BEHAVIOUR-The Contractor shall ensure that employees, whilst on site where they are engaged to carry out a works, behave in an orderly and as quiet a manner as is reasonably practicable having regard to the nature of the services being performed. All services shall be carried out in a reasonable and safe and professional manner, so as not to cause unnecessary disruption to the routines and procedures of the end users.

The Contractor shall ensure that the Supplier’s staff whilst on any site where they engaged to carry out works:

- do not attend work under the influence of alcohol and/or illegal substances.

- do not have in their possession alcohol and/or illegal substances.

- do not use bad/inappropriate language.

- do not play music.

CONFIDENTIALITY - The Contractor and their staff shall regard site information as confidential and shall not disclose to any person or body any information which is acquired as a consequence of operating this contract unless they are given written permission to do so by ENGIE and our end user.

1. Material Assessment

The purpose of the material assessment is to establish the relative ability of various types of ACMs to release fibres into the air, should they be disturbed. The type of fibre is also taken into account. This assessment shall be carried out as an integral part of the survey and be in accordance with HSG264 “Material assessment algorithm”.

If upon carrying out a survey the ACM has high potential for asbestos release the contractor must contact ENGIE immediately to initiate the appropriate action.

Priority assessments are to be submitted for all suspect materials identified.

For the avoidance of doubt risk assessments provided must include both material assessments and priority assessments.

1. Specification of Service – Management Survey

The purpose of a Management Survey is to locate, as far as reasonably practicable, the presence and extent of any suspect ACMs in the building which could be damaged or disturbed during normal occupancy, including foreseeable maintenance and installation, and to assess their condition. Management Surveys will be carried out in line with codes of practice as stated above.

The Contractor may be required to conduct a re-inspection Management Survey on previously tested known asbestos products or suspect asbestos products as and when required in accordance with Regulation 4 of the Control of Asbestos Regulations 2012. Rates for re-inspection will be on an "ACM inspection point basis".

Re-inspection visits must include, reporting of missed asbestos where identified, photographs, access previously non accessed areas, and update risk scores and recommendations.

1. Specification of Service – Refurbishment and Demolition Survey

Where required; refurbishment and demolition survey maybe requested by ENGIE on behalf of our end user. This type of survey is used to locate and describe, as far as reasonably practicable, all ACMs in the area and should include inspections above, within and or behind existing ACM’s, where the refurbishment work will take place or in the whole building if demolition is planned. The survey will be fully intrusive and involve destructive inspection, as necessary, to gain access to all areas, including those that may be difficult to reach. A refurbishment and demolition survey may also be required in other circumstances, e.g. when more intrusive maintenance and repair work will be carried out or for plant removal or dismantling. Refurbishment and Demolition Surveys will be carried out in line with codes of practice as indicated in 4.1

Please note that the area should not be occupied when a Refurbishment & Demolition Survey is to be carried out.

Following the survey, the area must be left fit for reoccupation. For emergency sampling, an emergency contact will be nominated and be available if required.

## Reporting

The Supplier shall be required to submit a survey report to an agreed timescale with ENGIE no later than 2 weeks of completion to allow for quality control checks to be applied.

A monthly report will be supplied and will include for example:

* Maintenance site by site – This will detail PPM performance on SLA’s met, those missed and detailing the reasons why.
* Reactive – This will detail SLA’s that have been met or not
* Capital planner/lifecycle (If applicable) – This will detail assets that are aged, obsolete or due for repair and should be considered for a replacement referencing CIPSE guide M & SFG20.
* Quotes raised and outstanding- All reactive works that have been quoted including raised, in process and completed

PPM Service Reports / Remedial quotations should be submitted to:

HMCTS Compliance Admin Inbox [hmctscompliance.uk@engie.com](mailto:hmctscompliance.uk@engie.com)

## Reactive Services

The subcontractor will be able to commit to the below reactive requirements (prices to be submitted via pricing document):



Reactive Reports/costs for repairs and remedials will be submitted to the below:

SEHMCTS.UK@ENGIE.COM - South East Scheduling inbox

LDNHMCTS.UK@ENGIE.COM - London Scheduling inbox

MIDHMCTS.UK@ENGIE.COM - Midlands Scheduling inbox

SWHMCTS.UK@ENGIE.COM - South West and Wales Scheduling inbox

NEHMCTS.UK@ENGIE.COM - North East Scheduling inbox

NWHMCTS.UK@ENGIE.COM - North West Scheduling inbox

## Invoicing

The subcontractor will support the contract in providing reports on maintenance visits as well reactive reports: reason for call out, mitigation, costs etc. On the anniversary of each year of the contract the subcontractor will submit a conditional survey for the assets that they maintain, this may also be known as Lifecycle survey, which will include budgetary costs to replace.

Invoicing: The subcontractor will for both maintenance and reactive services provide service sheets with each invoice. This will ensure payment and reduce any delays. Reactive orders will be broken down between labour, materials and working height to ensure transparency.

All invoices must be submitted to [invoicesubmission.uk@engie.com](mailto:invoicesubmission.uk@engie.com) or Via Coupa

## PPM Tolerances

The contract defines the interval between various maintenance routines. In order to comply with the obligations of the contract, the contractor shall perform the maintenance activity on the specified day within the tolerance window specified in the table below.

It should be noted that the actual date on which the routine was performed will not affect the interval to the subsequent maintenance activity, and this subsequent activity will be delivered as stated in the annual PPM schedule.

|  |  |  |
| --- | --- | --- |
| Maintenance Frequency | Window | Example, where 0 is due date. |
| Weekly | +/- 1 Working Day | |  |  |  | | --- | --- | --- | | 3 Day Window | | | | -1 | 0 | +1 | |
| >Weekly to and including 3 Monthly | +/- 2 Working Days | |  |  |  |  |  | | --- | --- | --- | --- | --- | | 5 Day Window | | | | | | -2 | -1 | 0 | +1 | +2 | |
| >3 Monthly | +/- 5 Working Days | |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | 11 Day Window | | | | | | | | | | | | -5 | -4 | -3 | -2 | -1 | 0 | +1 | +2 | +3 | +4 | +5 | |

## Basis of Award

This tender is part of ENGIE Services Ltd strategic sourcing initiative to reduce the total cost of ownership, product complexity while improving or maintaining quality, service and delivery. We are seeking supplier(s) who understand our technical requirements and collaborative relationships with ENGIE Urban Energy and can assist us in improving quality, service, delivery and cost reduction through innovation and expert account management to support our Client base.

As such, we will be considering the following factors in our decision to progress through the process steps and to award the business.

1. Price – Competitive Offering
2. Technical – Product, Quality to meet the output specification
3. SHEQ – Supporting ENGIE Zero Harm
4. Sustainability, Energy Efficiency and Carbon Reduction

Please note that the criteria are not ranked by importance/priority.

***Please be aware that the lowest price bidder does not automatically become the winning bidder***

## Contract Length and Pricing

The contract length will be for 2 years + 1 year, subject to a one-year trial period of the services. The pricing requirements will be as per the asset list.

Reactive rates must be included.

## Confidentiality

All information contained in this RFP package is confidential and may not be disclosed, published or advertised in any manner without written authorisation from ENGIE. All RFP documents remain the property of ENGIE; all suppliers are requested to return to ENGIE or destroy these documents upon ENGIE request.

Contractors who do not honour these confidentiality provisions will be excluded from participating in future ENGIE supply opportunities and ENGIE may commence legal proceedings for any damages incurred.

All the information provided by the bidders will be kept confidentially, and it will not be revealed to other bidders, whether it is before or after the attribution of the contract.

## Legally Binding Quotes

Bids submitted through the sourcing process are legally valid quotations without qualification and subject to unconditional acceptance by ENGIE Services Ltd until award notifications are issued. Each bid submitted by a supplier shall constitute an offer to supply in accordance with this RFP.

## Effective date of pricing

Prices are held from date of submission of this RFP for 60 days.