



Home Office

Statement of Requirements

Contract Reference: C21300

Inspection & Certification of Lifting & Hoisting Equipment

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Statement of Requirements C21300

Version V1.0 Date: 04/06/2021 Lifting and Hoisting Inspection & Certification Service

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1. PURPOSE

- 1.1 The requirement is for an engineering inspection service for all lifting and hoisting equipment that is owned and utilised by the Authority throughout the UK and Northern France.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Border Force is a law enforcement command within the Home Office. Border Force secures the border and promotes national prosperity by facilitating the legitimate movement of individuals and goods, whilst preventing those that would cause harm from entering the UK. This is achieved through the immigration and customs checks carried out by our staff at ports.
- 2.2 Border Force is responsible for:
- 2.2.1 checking the immigration status of people arriving in and departing the UK;
 - 2.2.2 searching baggage, vehicles and cargo for illicit goods or illegal immigrants;
- 2.3 Border Force officers utilise lifting and hoisting equipment at various UK airports and ports, including the juxtaposed ports of Calais, Coquelles and Dunkerque in Northern France. The use of the equipment is necessary to support front-line staff when performing searching activities.

3. OVERVIEW OF THE REQUIREMENT

- 3.1 An engineering inspection service is required to ensure that all lifting and hoisting equipment owned by the Authority remains fully operable, serviceable and fully complies with Health and Safety legislation and insurance requirements. Without this provision, the Authority and its staff would not be able to use the equipment safely or legally.

4. DEFINITIONS

Expression or Acronym	Definition
The Authority	Means the Secretary of State for the Home Department acting through Border Force.
Contractor	Means the supplier who will be contracted to deliver the service.
Engineer	means a service engineer or suitably qualified and competent person to inspect lifting systems, machinery and equipment.
H&S	means Health & Safety as per the Health and Safety at Work Act.
HSE	means Health and Safety Executive
Inspection	means to identify whether work equipment can be operated, adjusted and maintained safely, with any deterioration detected

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	so that it may be remedied before it results in a health and safety risk.
Juxtaposed Controls	means UK passport control in Calais, Coquelles (Channel Tunnel) and Dunkerque in Northern France
LOLER	Lifting Operations and Lifting Equipment Regulations 1998),
OEM	means Original Equipment Manufacturer
PEWER	Provision and Use of Work Equipment Regulations 1998
Port	means any port, airport, Border Force building or designated Border Force search area.
PPE	means Personal Protective Equipment
RAG	means Red, Amber, Green
Security Vetting	Government security clearance necessary for access to certain Government controlled areas and establishments.
UK Control Zone	A specific area within a port in which UK control authorities (Border Force, police etc) may operate.

5. SCOPE OF REQUIREMENT

5.1 In Scope – Mandatory Requirements

- 5.1.1 Scheduled and planned onsite inspection of all lifting and hoisting equipment owned by the Authority in line with LOLER and PUWER legislation;
- 5.1.2 Assurance that all lifting and hoisting equipment meets relevant UK and EU regulations and legislation;
- 5.1.3 Assurance that all equipment is fit for purpose within its current operating environment;
- 5.1.4 That all lifting and hoisting equipment meets OEM specifications and is utilised within OEM guidelines.
- 5.1.5 That all inspections are carried out within scope of any risk assessment, health and safety or security requirements stipulated by the relevant Port or the Authority;
- 5.1.6 Meet all security requirements and hold necessary insurance, operational permits and required documentation for port access (Section 14);
- 5.1.7 The provision of fully trained and suitably qualified Engineers to undertake inspections and reporting;
- 5.1.8 Inspection and reporting to be provided to the Authority, which includes as a minimum:
 - 5.1.8.1 Serial number, manufacturer and model of the equipment;
 - 5.1.8.2 Date of inspection;

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- 5.1.8.3 Inspector's name;
- 5.1.8.4 Authority contact details (at Port);
- 5.1.8.5 Confirmation equipment is suitable for use against current legislation;
- 5.1.8.6 Confirmation that equipment is fit for purpose within current operational environment;
- 5.1.8.7 Details of any issues or defects;
- 5.1.8.8 Recommendations as to and immediate or remedial action that should be taken by the Authority;
- 5.1.8.9 Clear identification system (RAG) within the Engineer's report to assist the Authority with the prioritisation of any issues or defects.
- 5.1.9 The Contractor will provide the Authority with a completion certificate for each inspection. This is to include both electronic and hard copies to be provided and available at the request of the authority.
- 5.1.10 The provision of a scale of charges.

5.2 In Scope – Non-Mandatory Requirements

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

5.3 Out of Scope

- 5.3.1 Servicing, maintenance and repair;
- 5.3.2 Inspection and reporting of lifting and hoisting equipment not owned by the Authority.

6. THE REQUIREMENT

- 6.1 Inspection and reporting of all lifting and hoisting equipment owned by The Authority at all Ports in the UK and the juxtaposed ports of Northern France.
- 6.2 It is necessary that all lifting and hoisting equipment is fully maintained in line with LOLER and PUWER legislation so that it remains safe and operational. Therefore, the inspection and reporting service is paramount to the early identification of issues and defects, facilitating planned repairs and maintenance. The minimum Inspection requirements are:
 - 6.2.1 After installation and before being put into service for the first time; or after assembly at a new site or in a new location;
 - 6.2.2 At least every 6 months if an accessory for lifting;
 - 6.2.3 At least once every 6 months if used for lifting people;
 - 6.2.4 At least once every 12 months for other lifting equipment;

- 6.2.5 After any exceptional circumstances which are likely to jeopardised the safety of lifting equipment;
- 6.2.6 In accordance with an examiners scheme, manufacturers instructions or safety case.
- 6.3 Each Port may have one or more types of lifting and hoisting equipment that is owned by the Authority. A full list may be found in **Attachment 4 – Pricing Schedule**.
- 6.4 The Contractor will be expected undertake the Inspection of all equipment at all Authority locations.
- 6.5 Different ports experience different environmental factors/usage that may impact on the deterioration of equipment. Subsequently, the frequency of inspection required at each Port may vary, depending on the individual environmental conditions (e.g. seaport environment) and frequency of use. The Contractor will be expected to schedule the frequency of inspections to account for this.
- 6.6 The lifting and hoisting equipment is required 24/7 365 and is a critical component in supporting frontline and operational activity.
- 6.7 It is necessary that all lifting and hoisting equipment is fully maintained so that it remains safe and operational. Therefore, the inspection and reporting service is paramount to the early identification of issues and defects, facilitating planned repairs and maintenance.
- 6.8 The Contractor will be expected to bring to the attention of The Authority all defects, issues and perceived risks.
- 6.9 The Authority requires a 3+1 year contract
- 6.10 Standards & Practices**
- 6.11 The Contractor will be fully conversant with the relevant sections of PUWER (Provision and Use of Work Equipment Regulations 1998), Codes of Practice and Guidance in relation to lifting and hoisting.
- 6.12 The Contractor will be fully conversant with the relevant sections of LOLER (Lifting Operations and Lifting Equipment Regulations 1998), Codes of Practice and Guidance.
- 6.13 The Contractor will be familiar with the relevant parts of the Health & Safety at Work Act and HSE guidance.
- 6.14 The Contractor will be proficient in the use of EN ISO 12100: overview of the manufacture of machines, which are safe for their intended purpose.
- 6.15 LEEA Code of Practice for the Safe Use of Lifting Equipment (COPSULE).
- 6.16 Engineers will hold a relevant LEEA Accreditation or equivalent; or; demonstrate equivalent levels of competence;

6.17 Health and Safety

- 6.18 Access to some parts of the lifting equipment may require working at height and may require plant machinery (mobile platforms/ cherry pickers).
- 6.19 Where necessary, Engineers should possess the necessary certifications for working at height, such as a Powered Access Licence or Mobile Elevating Work Platform (MEWP).
- 6.20 All on site working will need to conform with specific port health and safety and security requirements. Where necessary, this will include being willing to undertake the port operator's Health and Safety training prior to commencement of any work.
- 6.21 The Contractor will be required to familiarise themselves with local risk assessments at the various Ports;
- 6.22 The Contractor is required to provide all necessary PPE.

6.23 Pandemic/Covid-19

- 6.24 It may be necessary for Engineers to carry additional items of PPE (masks, visors, gloves, hand sanitiser etc) to meet Port and other regional H&S requirements.
- 6.25 Engineers must adhere to all social-distancing regulations and any further safety directions given by local Border Force officers at the time of visit.
- 6.26 For travel to Northern France, additional travel requirements may be necessary BEFORE you travel. This is the responsibility of the Contractor and the Authority takes no responsibility for the Contractor's obligations to meet these requirements. For further information, please see here: <https://www.gov.uk/travel-abroad>.

6.27 Engineering Inspection Visits

- 6.28 The Contractor is to provide to and agree with the Authority a schedule of visits and inspections to cover a minimum of three months from the contract start date. This schedule is to be produced before the end of each month to ensure that site visits and inspections are always planned a minimum of three months in advance. The schedule is to be produced from the contract start date shall include where possible, Engineer name and contact details, arrival, and departure times, estimated time for completion of work.
- 6.29 Any contact and requests raised by the Authority should be acknowledged, receipted and provide auditable timelines of service delivery.
- 6.30 The Contractor must provide the Authority with a unique reference number for each Inspection that allows the Authority to track the service with the Contractor.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
Contract Award	Contract award to facilitate administrative procedures.	30/06/2021
Contract Implementation	Service must commence on	12/07/2021
Inception & Familiarisation Meeting	Meeting to discuss process and travel arrangements prior to the commencement of the service.	06/07/2021

8. MANAGEMENT INFORMATION/REPORTING

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

9. VOLUMES

- 9.1 The Contractor will be required to provide the Authority with a schedule of Inspections for each item of lifting/hoisting equipment and set out the frequency of inspections so that they ensure that all equipment of safe and is in line with UK and EU legislation and regulations and Port risk assessments.
- 9.2 Demand for this requirement may be impacted by external factors that remain outside the control of The Authority. No guarantee can be given in relation to volumetrics.

- 9.3 The Authority reserves the right to remove and add sites from the agreement subject to business needs. The Authority agrees to write to the Contractor advising as and when sites are to be removed or added from the agreement. 30 days' notice will be given under such circumstances.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Contractor will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration based in feedback from the Authority.
- 10.2 The Contractor should present new ways of working to the Authority during quarterly Contract review meetings.
- 10.3 The Contractor will make itself available for a scheduled meeting at the request of the Customer within 14 calendar days.
- 10.4 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. QUALITY

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

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Contractor shall ensure that all employees and Engineers shall obey all lawful instructions and reasonable directions of the Authority and provide the service to the reasonable satisfaction of the Authority.
- 12.2 When visiting sites in France, the Contractor and its Engineers shall secure their vehicle appropriately to prevent persons using them to enter the UK illegally in compliance with the following guidance:
<https://www.gov.uk/guidance/secure-your-vehicle-to-help-stop-illegal-immigration>
- 12.3 Contractors shall comply with all reasonable requirements of the Authority concerning conduct at the Authority's or port premises.
- 12.4 The Contractor's staff and Engineers assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 12.5 The Contractor shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

13. SERVICE LEVELS AND PERFORMANCE

- 13.1 The Authority and the Contractor will agree Key Performance Indicators (KPI's) which will be used as indicators of the success of the Contractor meeting the

Authority's requirement. The Authority will measure the quality of the Contractor's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target	Consequence
1	Delivery	To ensure that all Lifting and Hoisting Equipment is Inspected within OEM and H&S recommendations	100%	<p>10% Service Credit – 1-7 days overdue;</p> <p>15% Service Credit 8-14 days overdue</p> <p>15% Service Credit 15-21 days overdue</p> <p>Critical Service Failure – 22 days onwards</p>
2	Planning	The Authority is provided with a rolling schedule of Inspections/ site visits for the forthcoming the months before each month end.	90%	<p>1% Service Credit of previous months total inspections – 1-7 days overdue;</p> <p>2% Service Credit of previous months total inspections – 8-14 days overdue;</p> <p>3% Service Credit of previous months total inspections – 15-21 days overdue;</p> <p>Critical Service Failure – 22 days onwards</p>

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3	Reporting	Management Information to be supplied to the Authority within 7 days of being requested	<p>1% Service Credit of previous months total inspections – 1-7 days overdue;</p> <p>2% Service Credit of previous months total inspections – 8 - 14 days overdue;</p> <p>3% Service Credit of previous months total inspections – 15 - 21 days overdue;</p> <p>Critical Service Failure – 22 days onwards</p>
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13.2 Critical Service Failure

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

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

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

13.6 On the occurrence of a Critical Service Level Failure:

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

- 13.7 the Authority shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Contractor in respect of that Service Period.
- 13.8 Failure to provide, adhere to, or, deliver against an agreed improvement plan or timetable will be deemed as grounds for contract termination.

14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

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

- 14.9 All Contractor's Engineers and staff should be easily identifiable to the Authority.
- 14.10 The Contractor must ensure that all Engineers employed on the service carry a valid Driving License, valid UK passport and all necessary travel and insurance documentation when travelling to sites in France (Eurotunnel).
- 14.11 The Contractor and its Engineers shall familiarise itself with and *at all times* observe any security requirements, Health and Safety legislation, and by-laws applying to all Authority/ port sites in France and the UK.
- 14.12 The Contractor shall, as directed by any port authority, be required to adhere to any security and health and safety requirements.

15. PAYMENT AND INVOICING

- 15.1 Payment can only be made following satisfactory delivery of pre-agreed services and deliverables. Before the Contractor commences work they must obtain financial approval from the Authority by way of a Purchase Order;
- 15.2 Should the the scope of work change once work has commenced, the Contractor must inform the Authority to seek approval for any additional works/ costs. Any work undertaken without financial approval is deemed as working at risk and the authority do not accept any liability for costs the Contractor will incur.
- 15.3 All invoices must clearly identify the building, location and lifting and hoisting equipment where work/inspections have been completed. In addition, all invoices must include a valid Purchase Order (PO) number and the scope of works undertaken.
- 15.4 All invoicing will be in arrears and in the format requested by the Authority.
- 15.5 Invoices to be submitted within 7 days, at the end of each month. All invoices should be sent, quoting a valid purchase order number in advance of the first invoice to: hosupplierinvoices@homeoffice.gov.uk; or;
- 15.6 Home Office Shared Service Centre
PO Box 5015
Newport
NP20 9BB
- 15.7 To avoid delay in payment the invoice must be compliant and must include the PO number and the details (name and telephone number) of the Authority contact (ie Contract Manager). Non-compliant invoices will be returned.
- 15.8 In the event of an invoice not submitted within 60 days following the approval of the management information, the Authority reserves the right to refuse to pay the invoice where there are no exceptional circumstances.

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16. CONTRACT MANAGEMENT

- 16.1 The Contractor must agree to provide monthly key performance indicator reports, required to measure the Service Credit Regime as directed by the Authority.
- 16.2 Attendance at Contract Review meetings shall be at the Contractor's own expense.
- 16.3 Both the Authority and the Contractor are to appoint key personnel to manage the day-to-day running of the contract to ensure compliance and a good working relationship exists.
- 16.4 Formal account manager meetings are to take place once a month or more frequent if there are specific issues to address between the two parties.
- 16.5 The Authority will be responsible for producing agenda items and agreed action point minutes.