

From: [Foi Enquiries](#)
To: [REDACTED]
Subject: FOI-17-0648 - Tendering Process - Documents
Date: 31 May 2017 07:13:05
Attachments: [Further Information - Right to Review & Appeal.pdf](#)
[FOI-17-0648 - framework award letter 8.5.17 Redacted.pdf](#)
[FOI-17-0648 - Preliminaries Appendix A.pdf](#)
[FOI-17-0648 - Schedule of Rates.pdf](#)
[FOI-17-0648 - call off award letter 8.5.17 Redacted.pdf](#)
[FOI-17-0648 - ITT rev F.pdf](#)

Dear [REDACTED],

Thank you for your information request of 28 April 2017. Aberdeen City Council (ACC) has completed the necessary search for the information requested.

Please provide copies of the documents relating to the tendering process, including the number of quotes, involved with the replacement of the door entry system at 109 Menzies Road, Aberdeen.

ACC already had a framework contractor in place for this type of work therefore the replacement door entry system for 109 Menzies Road was not tendered for as an individual job it was in fact priced by the Council current framework contractor.

The framework tender was openly advertised using the Official Journal of the European Union (OJEO) process, resulting in a contractor being appointed. The preferred contractor achieved the highest overall score and also the lowest price on the framework. In this scenario highest scoring contractor is awarded the bulk of the work but there are additional contractors ranked on the framework, in the event that the 1st placed contractor cannot attend to the work. In total there are six contractors in total on the framework. There was an additional tenderer, which did not make the cut off score.

Copies of the tendering documents are attached.

Please note that third party names and personal details, as well as the names of ACC Officers who are below Head of Service level have been redacted (blacked out) from the attached documents. This is because ACC considers that this information is exempt from disclosure. In order to comply with its obligations under the terms of Section 16 of the FOISA, ACC hereby give notice that we are refusing your request under the terms of Section 38(1)(b) in conjunction with Section 38(2)(a)(i) – Personal Information – of the FOISA.

In making this decision ACC considered the following points:

ACC is of the opinion that Section 38(1)(b) applies to the information specified above as the information in question is personal information relating to a living individual, of which the applicant is not the data subject.

ACC is of the opinion that Section 38(2)(a)(i) applies, as we consider that disclosure of this information would be a breach of the first Data Protection Principle (that personal information must be processed fairly and lawfully). The individual has not consented to the disclosure of information and would not expect that ACC would release this information.

We hope this helps with your request.

Yours sincerely,

Grant Webster
Information Compliance Officer

INFORMATION ABOUT THE HANDLING OF YOUR REQUEST

ACC handled your request for information in accordance with the provisions of the Freedom of Information (Scotland) Act 2002. Please refer to the attached PDF for more information about your rights under FOISA.

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*03000 numbers are free to call if you have 'free minutes' included in your mobile call plan.
Calls from BT landlines will be charged at the local call rate of 10.24p per minute (the same as 01224s).

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25 January 2017

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Dear Sir,

ELECTRICAL MAINTENANCE FRAMEWORK - LOT 4 CONTROLLED DOOR ENTRY SYSTEMS REPAIRS

I refer to your tender submission in respect of the above tender. We have now completed our evaluation of all tenders received for this contract in accordance with our previously published evaluation criteria, and your tender has been identified as one of six preferred bidders in the tender process for Lot 4, please note however your ranked position of 1st within this framework lot.

It is our intention to award the contract exclusively to your company for the entire services required, although any of the other ranked Tenderers may be awarded the contract exclusively, or in part, if you are unable to provide any of the services required, for any reason.

If you tendered for more than one lot then you will be notified separately of the outcome of the evaluation process relevant to that particular lot.

As indicated in the OJEU Notice and ITT documents, the award criteria for this requirement was the most economically advantageous tender evaluated against the published award criteria for each individual lot. The table below shows the individual scores awarded against the published criteria in respect of your submission and of the other successful tenderers.

Evaluation Criteria	Published Evaluation Criteria Weighting						
Price	80%						
Quality	20%						
Overall Score							
Framework Ranking							

PETE LEONARD
DIRECTOR

As required by regulation 32(2) of the Public Contracts (Scotland) Regulations 2012 (SSI 2012/88, as amended), after the contract evaluation process is complete we are required to provide information regarding the outcome of the evaluation process to certain bodies that registered an interest in bidding for the contract. We are also required, at this stage, to observe what is known as the 'standstill period' – during which we must refrain from entering into contract with you.

For the purposes of this contract, the standstill period shall run for a period of 10 days commencing the day after the date that this letter is despatched to you by email.

The consequences of a breach of the standstill period by Aberdeen City Council would be that a complainer could seek the shortening of the duration of the contract or, if they could demonstrate other breaches of the 2012 Regulations, an ineffectiveness order in relation to the contract.

As soon as possible after the expiry of the standstill period, unless court proceedings are served on Aberdeen City Council prohibiting (by virtue of regulation 47(10) of the 2012 Regulations) the entering into of the contract or Aberdeen City Council considers that it would be unlawful to award the contract to you (e.g. in the case of discovering a procedural or arithmetical error), it is intended to award the contract to you. The remedies that may be awarded by the courts before the contract has been entered into include the setting aside of the decision to award the contract to you.

You will be notified in writing upon the commencement of any such proceedings or of any other circumstances which may prevent or delay contract award. Aberdeen City Council will have no liability to you in the event of delay or non-award. Once the contract has been entered into there is a limited possibility that the special penalties referred to above might be imposed in relation to the contract, where the grounds for the imposition of such penalties can be established.

This letter is not and is not intended to have contractual effect and no action should be taken by your company at this time in respect of this contract. Aberdeen City Council accepts no responsibility or liability for any actions which you may take based on the information detailed in this letter. Any such actions and their financial consequences will be entirely at your own risk.

I would be grateful for your written acknowledgement that you have received, and understood the contents of, this letter.

Yours sincerely,



John Quinn
Head of Land and Property Assets

Appendix A

Electrical Maintenance Term Framework 2016/18 Preliminaries/General Conditions/Supplementary Conditions

PRELIMINARY PARTICULARS

*****TENDERERS TO NOTE THAT ALL AMOUNTS RELATING TO THIS SECTION ARE TO BE INCLUDED IN THEIR SUBMITTED RATES IN THE SCHEDULE OF RATES SECTION IN APPENDIX B*****

General Description of the Works

The Services within this Framework comprises:

- Lot 1 - Fire Alarm Testing, Maintenance and Repairs
- Lot 2 - Emergency Lighting Testing, Maintenance and Repairs
- Lot 3 - TV Aerials and Satellite Dish Repairs
- Lot 4 – Controlled Door Entry Systems Repairs
- Lot 5 – 10 Year Electrical Checks and Repairs to Individual Occupied Properties and Communal Areas
- Lot 6 – 10 Year Electrical Checks and Repairs to Void Properties and Communal Areas
- Lot 7 – Minor Electrical Works
- Lot 8 – Electrical Rewires to Void Properties

It is envisaged that 7Nr Contractors will be awarded a place on each Framework Lot with “Call off” contracts being awarded for each Lot although this will depend on the number of tenderers received.

Parties and Consultants

Employer:	Aberdeen City Council Town House Broad St Aberdeen AB10 1AQ
Contract Administrator	Corporate Director Director of Housing and Environment Marischal College Broad Street Aberdeen AB10 1AB
Quantity Surveyor	Corporate Director Director of Housing and Environment Marischal College Broad Street Aberdeen AB10 1AB

THE FRAMEWORK AGREEMENT AND CALL-OFF CONTRACTS

As stated elsewhere in the ITT documents, a Framework Agreement shall be entered into with a maximum of 7 Contractors for each Lot. The Terms and Conditions of the Framework Agreement are provided at Appendix G of the ITT.

On each occasion that Services are required, a call-off contract will be entered into between Aberdeen City Council and the Contractor. The Terms of the call-off contract shall govern the carrying-out of the Services and shall be regulated by:

- a) The S.B.C.C. Scottish Measured Term Contract 2011 (Scot).
- b) The Supplementary Conditions hereunder,

all of which are held to be incorporated in and shall form part of the call-off contract.

Note: The Tenderer shall not alter, or otherwise qualify the text of these documents. Any alterations or qualifications made without authority will be ignored and the original text, as printed, will be adhered to.

a) THE S.B.C.C. SCOTTISH MEASURED TERM 2011 (SCOT)

Articles

- | | |
|-----------|--|
| Article 1 | Contractor's obligations. |
| Article 2 | Payment. |
| Article 3 | Contract Administrator
As Page 2 Contract Particulars |
| Article 4 | CDM Co-ordinator
DELETED |
| Article 5 | Principal Contractor
NOT APPLICABLE |
| Article 6 | Adjudication |
| Article 7 | Arbitration |
| Article 8 | Legal Proceedings |

Contract Particulars

1.1 Properties and the description of work

For each lot, the Services will be carried out at various Council housing and non-housing properties throughout Aberdeen City.

Tenderers are recommended to ascertain all local conditions and conditions likely to affect the execution of the Services, as no claim on the grounds of the want of knowledge in such respects will be considered.

1.2 Description of the types of work for which Orders may be issued

As stated in Specification section 3 of the ITT.

2. Supplemental Provisions

Collaborative Working

applies

Health and Safety

applies

Cost savings and value improvements

applies

Sustainable development and value improvements

applies

Performance indicators and monitoring

applies

Notification and negotiation of disputes

applies

3. Contract Period

Clause 3 shall be replaced by the following clause

Subject to clause 7.1, it is planned that any call-off contract derived from the Framework Agreement shall, unless otherwise terminated, endure from 16th May 2016 (being the first planned date from which the Council would be able to call-off any required contract, although this date may vary depending on

circumstances) until the 15th May 2018 or such other dates of commencement and termination as may be mutually agreed.

4. Arbitration

Article 7 and clauses 9.3 to 9.6 (Arbitration) apply.

Except insofar as this contract provides for the resolution of disputes by arbitration, the parties hereby prorogue the jurisdiction of the Sheriff Court of Grampian Highland and Islands at Aberdeen, unless the action which is to be raised falls within the exclusive jurisdiction of the Court of Session, in which event, the parties prorogue the jurisdiction of the Court of Session.

5. Orders – minimum and maximum value

Minimum value of any one Order to be issued: -

£ NOT APPLICABLE

Maximum value of any one Order to be issued: -

£ NOT APPLICABLE

6. Orders – value of work to be carried out

Approximate anticipated value of work to be carried out under this Framework Agreement: -

Lot 1 - Fire Alarm Testing, Maintenance and Repairs - £124,000.

Lot 2 - Emergency Lighting Testing, Maintenance and Repairs - £124,000.

Lot 3 - TV Aerials and Satellite Dish Repairs - £150,000.

Lot 4 – Controlled Door Entry Systems Repairs- £500,000

Lot 5 – 10 Year Electrical Checks and Repairs to Individual Occupied Properties and Communal Areas - £215,000

Lot 6 – 10 Year Electrical Checks and Repairs to Individual Void Properties and Communal Areas - £215,000

Lot 7 – Minor Electrical Works - £200,000

Lot 8 – Electrical Rewires to Void Properties - £800,000

7. Orders – priority coding

All call outs must be attended to within the times specified in each clause relating to each lot in section 3 of the ITT.

8. Construction Industry Scheme (CIS)

The Employer at the commencement of the Contract Period is not a “contractor” for the purposes of the CIS.

9. Progress Payments - orders

Clauses 4.3.1 shall be replaced by the following clause:

All quantities in the Schedule of Rates are approximate and the value of each Schedule of Rates item may be adjusted at any time during any call off contract.

The Quantity Surveyor or delegated officer shall, at intervals of not less than four weeks calculated from the date for commencement, certify progress payments to the Contractor in respect of the value work properly executed and orders that the Contract Administrator(s) has/have confirmed as complete less any previous payments made by the Employer.

10. Responsibility for measurement and valuation

The Contractor shall measure and value all orders.

The Quantity Surveyor will check the Contractor’s interim monthly valuation to establish accuracy.

11. Schedule of Rates

11.1 The Services shall be valued using the Tenderers submitted rates in the Schedule of Rates Appendix B.

11.2 DELETED

11.3 Rates – fluctuations

Does not apply.

11.4 Basis and dates of revision

Prices must be detailed within the Schedule of Rates at Appendix 1B, 2B, 3B, 4B, 5B, 6B, 7B, or 8B in pounds sterling excluding VAT.

The rates within the Schedule of Rates section shall be fixed for a twelve months period following the date of commencement of the contract.

After twelve months have expired the rates shall be adjusted as follows.

All items bar the % uplift on the prime cost of materials shall be increased or decreased in accordance with the “Indices for Maintenance Costs – M and E”,

Base: (June 1990 =100), Series Number 4201, as published by the RICS, Building Cost Information Service.

The Base index shall be January 2016.

The % uplift on the prime cost of materials, inserted by the Tenderer will remain constant for the full contract period.

12. Daywork

12.1 Refer to Schedule of Rates

12.2 Does not apply.

13. Overtime Work

NOT APPLICABLE

14. Insurance

(Clauses 6.4.1.2, 6.9, 6.11 and 6.14)

14.1 Insurance cover for any one occurrence or series of occurrences arising out of one event.

Employers Liability Insurance:

Each Tenderer shall have a minimum Employers Liability Insurance cover of £5,000,000. Any Tenderer who fails to hold this level of cover or fails to provide written assurance to the Council that such cover shall be in place prior to the commencement of any call off contract, shall be excluded from the tender process.

Public Liability (Third Party) Insurance:

Each Tenderer shall have a minimum Public Liability (Third Party) Insurance cover of £5,000,000. Any Tenderer who fails to hold this level of cover or fails to provide written assurance to the Council that such cover shall be in place prior to the commencement of any call off contract, shall be excluded from the tender process.

Professional Indemnity Insurance

With regards to Lot 1 – Fire Alarm Testing and Repairs only, each Tenderer shall have a minimum Professional Indemnity Insurance cover of £2,000,000. Any Tenderer who fails to hold this level of cover or fails to provide written assurance to the Council that such cover shall be in place prior to the commencement of any call off contract, shall be excluded from the tender process.

14.2 Percentage to cover professional fees:

12%

14.3 Annual renewal date of insurances as supplied by the Contractor.

14.4 Terrorism Cover

Not applicable

15. Break Provisions – Employer or Contractor

The Period of notice is 13 weeks.

16. Settlement of Disputes

Adjudication

17. Arbitration

THE CONDITIONS

Section 1 Definitions and Interpretation

The following clause shall be added.

Clause 1.20 The priced Schedule of Rates submitted, opened and examined by or on behalf of the Council shall, in the case of the three lowest offers as submitted and such other offers, if any, in the opinion of the Contract Administrator, it is considered advisable to check, be checked by, or on behalf of the Council and any errors in extensions or summations made therein by the Tenderer (and discovered by such check) shall be rectified and the amount of the Tender relative thereto shall be held to be the amount brought out in the Schedule of Rates as rectified.

The Tenderers shall be responsible for any errors in extensions or summations made by him and not discovered by such check.

Except as above-mentioned, the sum stated by the Tenderer in the Tender shall, notwithstanding any error in rates contained in the Schedule of Rates, be taken as the amount of the Tenderer's tendered Schedule of Rates.

Section 2 Carrying out Work

Section 3 Control of Work

3.3 Contractor's Representative

Insert clause 3.3.1 – Contract Administrator's Representative

The Council shall be entitled to employ a Representative whose duty shall be to act solely as inspector on behalf of the Council under the directions of the Contract Administrator(s), and the Contractor shall afford every reasonable facility for the performance of that duty. If any direction is given to the Contractor by Contract Administrator's Representative the same shall be of no effect unless given in regard to a matter in respect of which the Contract Administrator(s) is/are expressly empowered by the Conditions to issue instructions/variations and unless confirmed in writing by the Contract Administrator(s) within 2 working days of such direction being given. If any such direction is so given and confirmed then as from the date of issue of that confirmation it shall be deemed to be a Contract Administrator's instruction/variation.

The following clauses shall be deleted: -

3.9 CDM Regulations – Undertakings to comply

Section 4 Payment

Section 5 Measurement and Valuation

Section 6 Injury, Damage and Insurance

Section 7 Break Provisions – Rights of each Party

Section 8 Termination for Default, etc.

Section 9 Settlement of Disputes

The following clause shall be added.

Except insofar as this Contract provides for the resolution of disputes by arbitration the parties hereby prorogue the jurisdiction of the Sheriff Court of Grampian Highland and Islands at Aberdeen, unless the action which is to be raised falls within the exclusive jurisdiction of the Court of Session in which event the parties prorogue the jurisdiction of the Court of Session.

b) SUPPLEMENTARY CONDITIONS

Examination of Site(s)

The Contractor shall examine the site(s) and shall satisfy himself as to the exact nature and extent of the Services including local conditions, means of access, confines of the site, restrictions in respect of loading and unloading vehicles, factors affecting the order execution of the work and the time required for the execution of the Services and the supply of and general conditions affecting labour, materials and plant required for the execution of the work.

Limitations of the Site

The Contractor shall confine operations to the close proximity of the affected area and shall take all reasonable precautions to prevent workmen, including those employed by Sub-Contractors, from trespassing on adjoining owner's property and any other part of the premises which are not affected by the Services.

The Contractor shall obtain the Contract Administrator's permission before making use of any other areas.

The site(s) are not to be used for any purpose other than the execution of the call-off contract.

The Contractor shall protect the areas adjacent to the Services from waste water and debris during the course of any call off contract. It is essential that all rubbish is removed and the property left tidy at the end of each individual call out job.

The Contractor shall take whatever protective measures he considers necessary to protect each building, its services and finishes and any other associated items from damage during the execution of the Services.

There will be no storage space available on site.

Damage to Underground Services

The Contractor shall be responsible for ascertaining, by reference to the Statutory Authorities, or by any other appropriate means, whether existing underground services are present within the curtilage of the site and, if so, the position, and depths thereof.

In this connection the Contract Administrator(s) will normally endeavour, whenever possible, to assist the Contractor by giving such information regarding the position, etc. of underground services, but the onus lies entirely with the Contractor for ascertaining the exact position of the service routes and for taking such precautions as are necessary to avoid damage to these services, and in the event of damage or injury being caused thereto, for making good the damage and for relieving the Council of all claims in connection therewith.

The Contractor shall be liable for and shall indemnify the Council against any claim for damage caused to such underground services by his own operations on the site, also for any consequential injury or death to persons or damage to property, whether the Contractors property or not, resulting from the said damage.

The Contractor shall not interfere with or interrupt in any way the operation of the existing services, without the prior written permission of the Contract Administrator(s), Statutory Authority, Public or Private Owner concerned.

Standards

Generally – all standards referred to within these documents shall be held to be the latest edition published at the date of the ITT. A reference to any Act of Parliament, Regulation, code of Procedure or the like shall include a reference to any amendment or re-enactment of same.

Manufacturer's recommendations

Means the manufacturers recommendations or instructions, printed or in writing.

Compliance with Regulations

The Contractor shall allow in the tendered rates for ensuring that the Services and components thereof comply with all the recommendations, requirements and current editions of the following:-

- a) Appropriate British Standard (BS) Specifications and European (EN) Specifications
- b) British Standard Codes of Practice
- c) The Factories Act
- d) The Health and Safety at Work Act
- e) Electricity at Work Act and regulations
- f) The Regulations for Electrical Installations issued by the Institution of Electrical Engineers
- g) The Electrical Supply Regulations
- h) The Rules and Regulations of the Local Electricity Authority
- i) Fire Precaution Act and regulations and requirements of the Local Fire Authorities
- j) Portable Appliance regulations
- k) Regulations relating to the control of Asbestos
- l) Regulations relating to Waste Management

Occupied premises

The properties will be occupied during the progress of the Services. The Contractor shall at all times allow the occupants access to these properties and shall arrange to carry out all Services in a suitable manner to minimise disturbance to occupants and maintain the continuity of service. This factor will be an important part of any call-off contract.

Standard of Service

The Contractor shall carry out the Services as described in or referred to in the Specification using materials and workmanship of the quality and standards therein specified provided that where standards are not specified in any call off contract the Contractor shall use good quality materials, techniques and standards and execute the Services with care, skill and diligence. All materials are to be new unless stated otherwise.

Inspection of the Works

Where the Contract Administrator has notified the Contractor that the work is to be inspected before being covered or hidden, the Contractor shall give due notice to the Contract Administrator and if any such work is covered or hidden without written authority from the Contract Administrator, it shall be uncovered if required at the Contractors expense.

Defective Work

Any work which is not done to the satisfaction of the Contract Administrator(s) shall be re-done by the Contractor to the satisfaction of the Contract Administrator at no charge to the Council.

Any materials which, in the opinion of the Contract Administrator(s), are defective and have been supplied by the Contractor shall be replaced to the satisfaction of the Contract Administrator(s) at no charge to the Council.

Access to Contractors Time Sheets

The Contract Administrator(s) and/or the Quantity Surveyor shall be allowed access to the Contractor's time or work sheets, log books, accounts etc, at the Contractor's office during normal office hours.

The Contract Administrator(s) will, from time to time, call for production of copies of time sheets and invoices relating to specified accounts.

Variations

The Contract Administrator(s) shall be entitled to require any reasonable alteration or addition to or omission from the Services (hereinafter referred to as a Variation).

The Contractor shall not vary the Services unless instructed in writing to do so by the Contract Administrator(s).

Any variation to the Services shall be valued by Quantity Surveyor based on the rates and prices contained in the Schedule of Rates.

If the cost to the Council of employing others to provide part or all of the Services shall exceed the payment which would have become due to the Contractor had the Contractor completed that part or all of the Services, then the Council shall have the right to charge such excess cost to the Contractor. The Council shall also have the right to retain part or all of any sum which would otherwise be due to the Contractor under any call off Contract and set such sum against the excess due from the Contractor.

Facilities

The Contractor shall provide everything necessary for the execution of the service provision, except that the Council shall make available to the Contractor a supply of electricity on site and such other services as are reasonably required and available. The Contractor shall be permitted to use these services at the Contractor's own risk and shall at his own expense provide any apparatus necessary for utilising such services.

Working Platforms

Are to be provided to enable the work to be safely and effectively carried out. The Contractor's attention is drawn to the Health and Safety at Work Act etc 1974.

Tenderers shall include for all equipment required in order to carry out the works in the rates submitted in the Schedule of Rates, Appendix B.

Contractor's Supplies and Equipment

The Contractor shall be responsible at the Contractor's own risk and expense for the delivery to, unloading at and removal from the premises of all plant, equipment and things of all kinds necessary for the provision of the service. Unless otherwise agreed all such items shall remain the responsibility of the Contractor who shall be liable for the care, safety and storage thereof and shall remove them at the end of each visit and leave the premises in a clean, tidy and safe condition.

The Contractor shall not use any existing bin or refuse disposal system for the disposal of any redundant materials. All such material shall be removed from site by the Contractor and disposed of in a safe manner.

Offices/Communications

The Contractor shall be responsible for providing, immediately upon commencement of the contract, all necessary facilities for communication of call outs. The ongoing costs for the communication facilities equipment, call out or service charges and maintenance throughout the call off contract period shall be borne by the Contractor.

The Contractor shall provide sufficient lines of communication and staff to deal speedily with requirements so as to allow Council staff, including property Wardens/Caretakers to speedily and directly report call outs.

Direct communication facilities will consist of person to person contact in the event of a callout.

These facilities shall be manned at all times by suitably experienced personnel.

The use of message paging and recorded message facilities etc for any call off call off contract is strictly prohibited.

The Contractor shall ensure that all telephone and fax numbers have an Aberdeen STD number (01224), or a national STD number incurring only local call charges.

The successful Contractor must, within two weeks of the award of any call off contract, deliver a copy of his "Call Out Telephone Numbers" to the Contract Administrator(s).

The Contractor shall have a suitable fax machine, which may be used for transmission or receipt of work orders and other related documentation or information.

The Contractor will be expected to have a reliable, direct and fast line of communication between the operational office base and the Engineers or Supervisors. Methods acceptable to the Contract Administrator(s) are mobile telephone, or radio paging together with radio control. The Contractor must seek the Contract Administrator's approval in writing to use alternative methods.

Sanitary accommodation

The Contractor is to provide adequate suitable and proper sanitary accommodation to the standard required by the current Working Rule Agreement.

Furnishings

All portable furnishings, which may require to be removed to allow access to any part of the Electrical, must be moved by the Contractor and replaced on completion of the works.

Lighting and power for the Services

The Council shall provide all artificial lighting and power for the provision of the service.

Health, Safety and Welfare

a) Without prejudice to the terms of the S.B.C.C. Measured Term Contract, the Contractor shall comply with all current Acts of Parliament, Regulations and Codes of Practice regulating matters of Health, Safety and Welfare including the "Code of Conduct and Practice for Contractors and Sub-Contractors working within Aberdeen City" appended to these preliminaries and including but not limited to the following and to include any future amendments or re-enactments thereto:-

- i) The Construction (Design and Management) Regulations 1994, as amended.
- ii) The Construction Regulations 1961, 1966 and 1996.
- iii) The Factories Act 1961.
- iv) The Offices, Shops and Railways Premises Act 1963.
- v) Work Equipment Regulations 1998.
- vi) Management of Health and Safety at Work Regulations 1999.
- vii) The Health and Safety at Work, etc Act 1974.
- viii) Manual Handling Operations Regulations 1992.
- ix) Workplace (Health Safety and Welfare) Regulations 1992.
- x) Personal Protective Equipment at Work Regulations 1992.
- xi) Display Screen Equipment Regulations 1992.
- xii) Special Waste Regulations 1996.
- xiii) Control of Asbestos at Work Regulations 2002.
- xiv) Construction (Head protection) Regulations 1989.

- xv) Construction (Health and Safety and Welfare) Regulations 1996.
- xvi) Control of Substances Hazardous to Health Regulations 2002.
- xvii) Environmental Protection Act 1990.
- xviii) Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
- xix) Waste Management Licensing Regulations 1994.
- xx) Fire Precautions (Workplace) Regulations 1997.
- xxi) Lifting Operations & Lifting Equipment Regulations 1998.
- xxii) The provision & Use of Work Equipment Regulations 1998.
- xxiii) The Secure Tenancies (Right to Repair) Regulations 1985.
- xxiv) The Equal Pay Act 1970.
- xxv) The Employment Protection (Consolidation) Act 1994.
- xxvi) The Enterprise Act 2002.
- xxvii) The Sex Discrimination Act 1975 and Disability and Discrimination Act.
- xxviii) The Race Relations Act 1976 and the Race Relations Amendment Act. 2000.
- xxix) Health and Safety (Safety, Signs and Signals) and (Consultation with Employees) Regulations 1996.
- xxx) Management of Health and Safety at Work and Fire Precautions Regulations 2003.
- xxxi) Working at height regulations 2005.

b) Pursuant to protecting the Council's interests, the Contractor shall permit any of Council Officer's and/ or other duly authorised representative or representatives of the Council to enter upon the construction site and/ or site of operation of the works at any time during working hours and have free and unfettered access to each and every part of the site or sites.

Asbestos Awareness

If any of the Contractor's work may involve the disturbance of asbestos materials a written system of work should be agreed by all parties before such work begins. If materials typically containing asbestos are encountered in the work, these materials should be left undisturbed and the Contract Administrator(s) contacted immediately.

Power tools

All power tools are to operate at no more than 110 volts or be of a rechargeable battery type.

Fire precautions

Take all necessary precautions to prevent personal injury, death and damage to the Works or other property from fire. The Contractor shall comply with the Joint Code of Practice "Fire Prevention on Construction Sites" published by the Employers Confederation, the Loss Prevention Council and National Contractors Group.

Smoking will not be permitted in any property.

Where it is necessary to use any naked flame or welding equipment in executing the work and where combustible materials are in use, adequate protection must be given to other adjacent materials and personnel. Suitable fire extinguishers shall be provided and readily available at the position where such work is proceeding. The Contractor shall maintain the designated escape routes and exit doors within any building clear of all materials and plant at all times.

Permit to Work

Before commencing any portion of work the Contractor must establish the need for and if necessary obtain a Permit to Work.

The Contractor's tendered rates shall be deemed to include allowances for time spent in obtaining permits for each portion of the work and claims made by the Contractor shall not be entertained by the Council in respect of time lost in connection with the issue of permits. However the nett cost of fees and charges by local authorities is reimbursable to the Contractor by the Council.

Permits to Work will be required for, but not limited to:-

- a) Excavation work
- b) Hot Work/ welding
- c) Confined space entry
- d) Cutting through or disconnecting of existing services
- e) Access to roofs

Nuisance

Take all necessary precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes.

The use of radios, cassette and CD players and tape recorders, excessive shouting, abusive language or the like will not be permitted.

Protection, drying and cleaning

The Contractor must protect the areas adjacent to the works from waste water and debris during the course of any call-off contract. It is essential that all rubbish is removed and the property left tidy at the end of each working day.

Any damage caused to the building, its services, finishes or any associated works by the Contractor in the execution of the works will be advised by the Contract Administrator(s) in writing and all costs incurred in rectifying any such damage will be chargeable in total to the Contractor.

The Contractor shall not obstruct any public way or otherwise permit to be done anything which may amount to a nuisance or annoyance, and shall not interfere with any right of way or light to adjoining property.

All traffic and police regulations particularly relating to unloading and loading of vehicles must be complied with and all permits properly obtained in due time for the works.

The Contractor shall undertake the following, the cost of which shall be deemed included in the rates for measured work.

1. Protect all work and materials on site, including that of Sub Contractors, during frosty or inclement weather.
2. Protect all parts of existing buildings that may be affected by the works using polythene/ dustsheets and make good any damage caused.
3. Prevent damage to existing furniture, fittings and equipment left in the property. Cover and protect as necessary.

Maintenance of Public Roads

The Contractor shall make good all damage to public roads, kerbs and footpaths, lawns etc occasioned by exceptional traffic, delivery of materials and building operations generally to the satisfaction of the Contract Administrator(s) and the Local Authority.

Pollution

Take all reasonable precautions to prevent pollution of the works and the general environment. If pollution occurs, inform the appropriate Authorities and the Contract Administrator(s) without delay and provide them with all relevant information.

Control of Noise

Ensure that all measures are taken to control noise levels in accordance with the Noise at Work Regulations 1989, the control of Pollution Act 1974, the control of Noise (Code of Practice for Construction Sites) Order 1975 and BS 5228 including complying with DOE advisory leaflet 72 – noise control on building sites. Compressors, percussion tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the compressors, tools or vehicles. The use of pneumatic drills and other noisy appliance must have the Contract Administrators' consent. The use of radio or other audio equipment will not be permitted.

Notices and Fees to Local Authorities and Public Undertaking

Such fees, charges, rates and taxes paid by the Contractor shall be reimbursed nett to him by the Council. (See also Works by Public Bodies and Permit to Work).

Data Protection Act

The Contractor shall comply with all obligations under the Data Protection Act 1998 and any subsequent re-enactment and other statutory obligations in relation to the information in so far as performance of the obligations under any call-off contract gives rise to obligations thereunder. The Contractor shall provide the Council with such information as the Council may reasonably require to satisfy themselves that the Contractor is complying with such obligations; including, but not limited to, a copy of the Contractor's registration under the Data Protection Act 1998.

The Contractor shall ensure that it does not carry out any act that places the Council in breach of the Council's obligations under the Data Protection Act 1998.

Tipping

The Contractor shall ensure that non-hazardous material is disposed of at a tip approved by the Waste Regulation Authority. Pay all charges incurred including Landfill Tax. Remove all surplus hazardous materials and their containers regularly for disposal off site in a safe and competent manner as approved by a Waste Regulation Authority and in accordance with relevant regulations. Retain waste transfer documentation on site.

Allowance for tipping charges and Landfill tax charges in connection with materials obtained from site including those arising from demolition or alteration works are to be included in the amounts submitted in the Schedule of Rates, Appendix B.

Remove rubbish daily and keep site and works tidy.

Building operations in winter

The Contractor must be conversant with the measures and operations described in the booklet "Winter Building" published on behalf of the DOE and obtainable from HMSO for ensuring the continuity of work and productivity during inclement weather. The operations and measures described in the booklet shall be taken whenever practicable and having regard to nature, scope and programme of the provision of the service.

LABOUR, MATERIAL AND PLANT RATES OUTWITH MEASURED WORKS					
a	call out charge; between the hours of 0800 and 1700, Mon – Fri	Nr	50		
b	call out charge; between the hours of 1700 and 0800, Mon – Fri, any time at weekends and public holidays	Nr	10		
c	charge per abortive site visit (no access to premises); between the hours of 0800 and 1700, Mon – Fri	Nr	50		
d	charge per abortive site visit (no access to premises); between the hours of 1700 and 0800, Mon – Fri, any time at weekends and public holidays	Nr	10		

b	parts. <u>(TENDERERS SHALL ONLY INSERT UP TO A MAXIMUM OF 10% UPLIFT)</u>	%		
---	--	---	--	--

Amount of Labour, Materials and Plant rates outwith Measured Works carried to Main Summary	£	

THE FOLLOWING RATES WILL APPLY IRRESPECTIVE OF WHEN THE WORK IS EXECUTED I.E AT THE TIME OF PLANNED INSPECTION PERIODS, SITE REVISITS, AND ALL EMERGENCY CALLOUTS TO SITES

SUPPLY, FIT, FIX AND COMMISSION THE FOLLOWING; INCLUDE FOR ALL CHARGES IN CONNECTION; INCLUDING TRAVELLING, SUPERVISION, PLANT, TOOLS, SCAFFOLDS, MOBILE HOISTS, VEHICLES AND EQUIPMENT ETC; INCLUDE ALL COSTS ASSOCIATED WITH THE REMOVAL AND PROPER DISPOSAL OF EXISTING REDUNDANT PARTS AND ASSOCIATED WIRING

NOTE – REPLACEMENT COMPONENTS ARE TO BE OF THE SAME MANUFACTURER AND GENERAL SPECIFICATION AS ORIGINAL EQUIPMENT, ALL TO THE APPROVAL OF THE CONTRACT ADMINISTRATOR

Raytel Security System spares

a

RSS/108/KMA release: AC-DCNG

No

50

i	Sangamo Q555-2 time clock	No	50	
j	Elvox microphone unit: 930A	No	50	
k	Elvox amplifier: to suit ISOK system	No	10	

h	M4 x 6 Security headed machine screws	No	50		
i	Power supply unit; to suit ISOK system	No	50		
j	Flashing beacon Slave 801 MFB: FBSLVM	No	50		
k	Flashing beacon Master 801 M831 FB: FB831M	No	50		

	PC211/8M				
f	Printed circuit board ISOK/9/PCB: PC211/10M	No	25		
g	M32F-12M Securiton 32F-12, 12v unmonitored magnalock, face fixed	No	25		
h	Magnalock strike plate only	No	25		
i	Trimel TB26RPTL S/S Solenoid Bolt	No	25		
j	Adams Rite 1391-1042 Solenoid Bolt	No	25		
k	PAC 20116 DDA Vandal Reader One Pro	No	50		
l	PAC 22370 2 Reader Control 99 user	No	25		
m	PAC 930 PSU for 21287	No	50		
n	PAC 940 Power Supply	No	25		

i	GDx 955 Power Supply Unit	No	25		
j	GDx Blick 23150 handset	No	25		
k	ASSA 331A Electric Strike	No	25		

g	GDX 20116 oneprox reader	No	25		
h	GDX 3B Concierge handset	No	25		

		9		
		10		
		11		
Amount of Appliances and Spare Parts carried to Main Summary				

e-mail			
--------	--	--	--

Your Ref:
Our Ref: 9001/04
Contact:
Email: [REDACTED]@aberdeencity.gov.uk
Direct Dial: 01224 [REDACTED]
Direct Fax:



09 February 2017

Communities, Housing and
Infrastructure
Aberdeen City Council
1st Floor
Kittybrewster
38 Powis Terrace
Aberdeen AB25 3RF

Tel 01224 480281
Minicom 01224 522381
DX 529451, Aberdeen 9
www.aberdeencity.gov.uk

Dear Sirs,

**ELECTRICAL MAINTENANCE FRAMEWORK - LOT 4 CONTROLLED DOOR
ENTRY SYSTEMS REPAIRS**

We are pleased to advise that your tender submission dated 10th March 2016 for the above, has been accepted following the expiry of the Alcatel standstill period.

The documents listed below shall be deemed to form, to be read and to be construed as part of the contract.

- The Invitation to Tender.
- The Conditions contained in the Preliminaries - Appendix A.
- The S.B.C.C. Scottish Measured Term Contract 2011 (Scot).
- Specification.
- Framework Terms and Conditions.
- Tender Questionnaire.
- Declaration.
- Your Tender Response.

Anything affecting the substance of the agreement during the contract period must be agreed in writing with the Head of Procurement before any implementation.

PETE LEONARD
DIRECTOR

Please sign the enclosed copy of this letter along with the applicable section of page 22 of the enclosed Framework Agreement. These documents must be received by return in order to act as an acknowledgement of receipt of the contract award letter.

Yours sincerely,

Fraser Bell
Head of Legal and Democratic Services

cc:
[Redacted] – Surveying Manager
[Redacted] – QS Officer

Signed for on behalf of

Signature _____

Position _____

Name _____

Date _____



ABERDEEN
CITY COUNCIL

INVITATION TO TENDER
(Open Procedure)

FOR THE

**ELECTRICAL MAINTENANCE TERM
FRAMEWORK 2016-18**

Issued: January 2016

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1 Introduction

1.1 Aberdeen City Council

Aberdeen is a city of international significance and the commercial hub that drives the regional economy of the North-east of Scotland. The influence of the oil and gas industry over the past 30 years has been considerable, helping to raise living standards in the city and contributing to income levels that have been considerably above the UK and Scottish averages.

Aberdeen is a vibrant and cosmopolitan city. It is a premier centre for business, education, retailing, leisure and culture. There is a wealth of listed buildings, conservation areas and other cultural and artistic assets.

Aberdeen is served by established road and rail links, a modern harbour and an international airport.

Aberdeen City Council (the Council) is responsible for providing a wide range of services to the population of Aberdeen. Aberdeen currently has a population of circa 220,420. There are currently 13 multi-member electoral wards with a number of Councillors in each. At present there are a total of 43 elected Councillors which comprise the Council.

The Council comprises the following services, in addition to the Office of the Chief Executive:

Communities, Housing and Infrastructure;
Corporate Governance;
Education and Children's Services;
Aberdeen City Health and Social Care Partnership

The Council currently employs over 8,500 staff and is responsible for an annual revenue budget of around £459 million (2012).

1.2 Purpose of this Document

The purpose of this Invitation to Tender is to specify the Council's requirements for setting up a multi-supplier Framework Agreement for the provision of electrical maintenance services:

The Framework is divided into 8Nr Lots. It is envisaged that a maximum number of 7Nr Contractors will be awarded a place on each Framework Lot with "call off" contracts being awarded for each Lot.

Tenderers are invited to submit bids for all Lots or any number of individual Lots.

The name of the Lots and the anticipated values of the work required for each are as follows for the two year period, although neither of these figures is guaranteed in any way.

Lot 1 - Fire Alarm Testing, Maintenance and Repairs - £124,000.

Lot 2 - Emergency Lighting Testing, Maintenance and Repairs - £124,000.

Lot 3 - TV Aerials and Satellite Dish Repairs - £150,000.

Lot 4 – Controlled Door Entry Systems Repairs- £500,000

Lot 5 – 10 Year Electrical Checks and Repairs to Individual Occupied Properties and Communal Areas - £215,000

Lot 6 – 10 Year Electrical Checks and Repairs to Individual Void Properties and Communal Areas - £215,000

Lot 7 – Minor Electrical Works - £200,000

Lot 8 – Electrical Rewires to Void Properties - £800,000

1.3 Framework Agreement Principles

As defined by Regulation 2(1) of the Public Contracts (Scotland) Regulations 2012, a Framework Agreement is:

“an Agreement or other arrangement between one or more contracting authorities and one or more economic operators which establishes the terms (in particular the terms as to price and, where appropriate, quantity) under which the economic operator will enter into one or more contracts with a contracting authority in the period during which the Framework Agreement applies.”

And also, as per the Scottish Government’s Scottish Procurement Policy Note (SPPN 5/2010):

“A Framework Agreement is, therefore, a general term for an Agreement or arrangement between a supplier or suppliers, on one hand, and a contracting authority or contracting authorities, on the other, which sets out the terms and conditions under which “call off contracts” can be made throughout the term of the Agreement. A Framework Agreement does not bind any contracting authority to purchase goods, services or works – a contracting authority can decide to use the Framework Agreement if it represents value for money. If a contracting authority considers that the Framework Agreement does not provide value for money, it can choose to award a contract outside the Framework.”

From these two definitions it can be seen that a Framework Agreement does not legally bind the Council to award any contract to any Tenderer. The Framework Agreement serves only as a means by which the Council can establish an Agreement with one or more Contractors to which it can then award subsequent “call off” contracts.

Calling Off Under the Framework Agreement:

It is envisaged that seven service suppliers will be awarded a place on the Framework Agreement for each Lot, this will however be determined and affected by the number of tenderers the Council receives for each Lot.

The first placed Tenderer will be exclusively awarded the work under a “call off” contract for each Lot. Each call-off procedure shall be in accordance with the Ordering Procedure detailed at schedule Part 8 of the Conditions of Contract.

In any event of the first placed Tenderer for each Lot being unable to carry out the service, to the terms of the initial “call off” contract, the second placed Tenderer may be awarded the work exclusively under a “call off” contract.

Subsequent to this, in any event of the first and second placed Tenderers being unable to carry out the service, to the terms of any previously awarded “call off” contract(s), there is the possibility that the third placed Tenderer may be awarded the work, exclusively under a “call off” contract.

In any event of the first, second and third placed Tenderers being unable to carry out the service, to the terms of any previously awarded “call off” contract(s), there is the possibility that the fourth placed Tenderer may be awarded the work, exclusively under a “call off” contract.

In any event of the first, second, third and fourth placed Tenderers being unable to carry out the service, to the terms of any previously awarded “call off” contract(s), there is the possibility that the fifth placed Tenderer may be awarded the work, exclusively under a “call off” contract.

In any event of the first, second, third, fourth and fifth placed Tenderers being unable to carry out the service, to the terms of any previously awarded “call off” contract(s), there is the possibility that the sixth placed Tenderer may be awarded the work, exclusively under a “call off” contract.

In any event of the first, second, third, fourth, fifth and sixth placed Tenderers being unable to carry out the service, to the terms of any previously awarded “call off” contract(s), there is the possibility that the seventh placed Tenderer may be awarded the work, exclusively under a “call off” contract.

The work may also be awarded in part to any of the suppliers included in the Framework Agreement. This would occur in any instance where any supplier awarded a “call off” contract was unable to carry out the service in whole, to the terms of any previously awarded “call off” contract.

The Council may also elect to award a “call-off” contract by running a mini-competition, in accordance with Schedule Part 8 to the Framework Agreement.

However, there will be no obligation on the Council to award any work under the Framework Agreement during its term, and the Council makes no definite commitment to purchase any defined level of services.

These “call off” contracts are formal legally binding contracts, and will be let under the Scottish Building Contract Committee (SBCC) Measured Term Contract (Scot)

2011, the award of which will be based on the ranked placing a Bidder has on the Framework Agreement with regards to its overall score in terms of Quality/Price or following the mini competition where appropriate.

The Framework Agreement will be for a minimum period of two years, with the Council reserving the right to extend the period for a further possible two years. The Council's decision to extend the Framework Agreement beyond the minimum period of two years will be based on the performance of the service supplier(s) in the key areas of quality, service, and delivery.

Where the option to extend is exercised by the Council, and if such option is utilised, the Council shall be entitled to terminate the Contract at any time during the extended period upon giving the Supplier(s) 13 weeks notice in writing of its intention to terminate the contract.

Tenderers are required to take full account of the principles of the Framework Agreement when compiling their ITT submission.

1.4 Contact Details

All tender-related queries (technical and commercial) must be via the Public Contract Scotland website Q&A section.

Queries will ONLY be accepted via the above. Queries will not be accepted verbally, by telephone or by hard copy or fax.

All communications must be in English.

All queries should be submitted as soon as possible and no later than 4 days before the return date.

Please note that telephone enquiries will not be accepted. Copies of all queries made and subsequent responses given by Aberdeen City Council will be provided to all Bidders on an anonymous and confidential basis.

2 Instructions To Tenderers

2.1 Format of the Response

Tenderers are required to submit the following for each Lot tendered for.

Tenderers shall submit separate documentation for each Lot tendered for along with the applicable Schedule of Rates Appendix.

1. Completed Selection Questionnaire (see Section 6).
2. Completed Award Questionnaire (see Section 7).
3. Completed Schedule of Rates for each Lot which the Tenderer wishes to submit a bid (see Appendices 1B, 2B, 3B, 4B, 5B, 6B, 7B, and 8B).
4. Completed and Signed Declaration (see Section 9).

The Council reserves the right to reject any Response which fails to meet any requirement set out in this ITT.

Responses must be submitted strictly in accordance with the provisions of this ITT. Tenderers must not make any unauthorised alteration or addition to this ITT.

Responses must not:-

- be qualified;
- be conditional; or
- be accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing of those of other Tenderers.

The Declaration at Section 9 of this ITT must be **fully** completed and signed in accordance with the instructions provided. Responses will be rejected if this Section is not signed and completed as required.

Publicity or information brochures must not be included within Responses unless specifically requested by the Council.

Tenderers' Responses and all associated documentation must be submitted in English.

The Council's decision on the compliance and/or validity of a Response shall be final.

2.2 Terms & Conditions of Tendering

Tenderers must submit all documents referred to in Section 2.1 above. Failure to complete and submit these documents will result in the Response being rejected. This ITT must be treated as private and confidential. Tenderers must not disclose that they have been invited to Tender or release details of the ITT, other than on an 'in confidence' basis to those who have a legitimate need to know or those professional advisors whom Tenderers need to consult for the purpose of preparing their Response.

The Council reserves the right to make judgement upon the financial stability of any Tenderer and to disqualify them on this basis if they are deemed not to be financially stable. The Council reserves the right to make judgement upon whether a Tenderer is unable to comply with any mandatory requirement and in such instances the Response may be deemed invalid and disqualified from the evaluation process.

The Council reserves the right to make changes of a drafting nature to the ITT, which must be accepted by Tenderers without reservation.

If necessary, the Council reserves the right to request Tenderers to expand on their Responses in writing where further clarification is needed.

The Council reserves the right to be able to call for bonds, warranties, or guarantees from the successful Tenderer as it considers necessary.

The effect of any proposals on actual or potential competition will be taken into account. Normal competition legislation and procedures will apply to any contracts that the Council proposes to enter into.

The Council shall reject any Response if the Tenderer has made a serious misrepresentation in supplying any information requested.

Responses shall be submitted on the basis that Tenderer's offer shall remain in force for a minimum of **120** days from the date fixed for the submission of Responses.

If the Council has not accepted a Response within this period it shall remain in force without variation. Tenderers may at any time after this period give notice in writing to the Council to accept their Response.

Such notice must be sent by registered post or recorded delivery or delivered by hand to **The Head of Legal and Democratic Services, Aberdeen City Council, Aberdeen, Town House, AB10 1AQ**. Following the service of such notice the Council will have seven days, not including the day of service, within which it may accept the Response.

If the Council does not do so within seven days, the Response will be deemed to be withdrawn. Tenderers shall not withdraw their Response except in the manner provided for in this paragraph.

Any “call off” Contract which may flow from this ITT shall be for a duration of 2 years.

The Council shall have the sole option of extending the contract for a further period (or periods) of 2 years after the expiry of the term. Such extension shall be based on the performance of the Contractor, the success of the Services provided and the availability of budget/economic situation/requirements of the Council. Where the option to extend is exercised by the Council, and if such option is utilised, the Council shall be entitled to terminate the Contract at any time during the extended period upon giving the Supplier three months notice in writing of its intention to terminate the contract.

Tenderers shall be prepared to commence the provision of the Services on:

16th May 2016

(or other such date agreed between the Council and the successful Tenderer) being ‘the Commencement Date’ referred to in the Conditions of Contract.

It is understood that your organisation accepts, as acknowledged by the signature of your authorised officer on the agreed Declaration, these Instructions to Tenderers as a binding contractual relationship between the Council and your organisation insofar as the conduct of this tender process is concerned and recognises that any departure from these terms will cause financial loss to the Council. You further accept that in issuing this ITT, the Council is in no way committed to accepting your Response nor contracting with you.

2.3 Price

Prices must be detailed within the Schedule of Rates at Appendix 1B, 2B, 3B, 4B, 5B, 6B, 7B, or 8B in pounds sterling excluding VAT.

The rates within the Schedule of Rates section shall be fixed for a twelve months period following the date of commencement of the contract.

After twelve months have expired the rates shall be adjusted as follows.

All items bar the % uplift on the prime cost of materials shall be increased or decreased in accordance with the “Indices for Maintenance Costs – M and E”, Base: (June 1990 =100), Series Number 4201, as published by the RICS, Building Cost Information Service.

The Base index shall be January 2016.

The % uplift on the prime cost of materials, inserted by the Tenderer will remain constant for the full contract period.

The Council does not bind itself to accept the lowest or most economically advantageous Response, and where this procurement process permits, may accept part of a Response.

If the Council suspects that there has been an error in the pricing of a Response, the Council reserves the right (but is not obliged) to seek such clarification as it considers necessary from that Tenderer only.

There will be no obligation on the Council to award any contract under the Framework Agreement during its term and the Council makes no definite commitment to purchase any defined level of Services. The quantities provided for in the Schedule of Rates are not guaranteed quantities, and are included for the purpose of enabling the Council to evaluate Responses.

2.4 Submission details

Please lodge your completed tender via the Public Contracts Services website.

All bidder responses must be received no later than 11th March 2016 at 16:00hrs.

It is the responsibility of each Tenderer to ensure that the Response is received before the closing date and time stipulated.

All Responses received after the closing time will be disqualified and will not be considered.

2.5 Tender Evaluation

Responses will be evaluated at all stages against pre-determined Evaluation Criteria as provided below. The award will be on the basis of the most economically advantageous tender to the Council and the evaluation will take place in two stages: - (1) Selection; and (2) Award.

Stage 1 – Selection Criteria

Stage 1 involves an assessment of Responses to the Selection Questionnaire in order for the Council to select the Tenderers to be taken forward to stage 2. Tenderers will only be taken forward to stage 2 if the Council determines that they have sufficient capacity and capability to deliver the contract.

At Stage 1, the Council will disqualify any Tenderers who:-

- a) meet any of the mandatory rejection factors specified in regulation 23(1) of the Public Contracts (Scotland) Regulations 2012 as amended (“the 2012 Regulations”) (see Part B of the Selection Questionnaire);
- b) fail to submit a completed response to the ITT before the deadline stated in Section 2.4 above;
- c) fail to submit a correctly completed and signed declaration (see Section 9);
- d) fail to meet the minimum standards of economic and financial standing specified below. Tenderers who do not meet these minimum standards will not be eligible for award of contract.

Standard	Evidence of Standard
Tenderers must commit that they either already have in place or that they will put in place insurances to meet the minimum insurance levels as specified in Part C of the Questionnaire.	Response to Question C7 of the Selection Questionnaire.
Tenderers must be deemed to have sufficient financial standing to deliver the requirements of the Council as set out in this ITT.	Financial viability will be assessed by the Council’s Head of Finance using a credit check based on the information provided in Responses to Part A (Organisation Information) or Part C (Economic and Financial Standing) of the Selection Questionnaire.

- e) fail to meet the minimum standards of technical and professional ability specified below. Tenderers who do not meet these minimum standards will not be eligible for award of contract.

Standard	Evidence of Standard
Tenderers must be deemed to have the satisfactory experience and capability necessary in order to undertake the Services to the Specification for the particular lot tendered for.	Response to Question 18 contained in Part A of the Questionnaire.
Trade Membership.	Response to Question 21 contained in Part A and Question 17 contained in Part C of the Questionnaire.
Tenderers who propose to use subcontractors must have in place satisfactory procedures for managing their subcontractors.	Response to Question 18 contained in Part C of the Questionnaire.
Quality Management.	Response to Question 19 contained in Part C of the Questionnaire.
Tenderers must have in place a satisfactory Equal Opportunities policy, and have a satisfactory Equal Opportunities legislative history.	Response to Questions 20A-C contained in Part C of the Questionnaire.
Tenderers must have in place a satisfactory Health and Safety Management System, must employ a suitably qualified Health and Safety Officer, and must have a satisfactory Health and Safety legislative history.	Response to Questions 21A-C contained in Part C of the Questionnaire.

- f) who meet any of the relevant optional rejection factors specified in regulation 23(4) of the 2012 Regulations (see Section B of the Selection Questionnaire):-

Also at Stage 1, the Council **may** disqualify any Tenderer who fails to provide a Response to any questions in this ITT or inadequately or incorrectly completes any question.

Stage 2 – Award Criteria

The second stage in the evaluation process involves an evaluation of the Responses from Tenderers who have progressed from the Selection stage.

Tenderers who proceed to the Award stage will be evaluated as follows: -

Where the Council states any mandatory requirements the first stage of the Council's evaluation is to check each Response for compliance. Where a Response has not met any mandatory requirement it will be rejected.

Responses will then be evaluated against the Award Criteria noted below and the contract will be awarded on the basis of the offer which is most economically advantageous from the point of view of the Council.

Price: 80% of overall score

Price will be scored as follows:-

- The lowest priced tender will be allocated 100 points.
- Other tenders will be allocated $100 * LTP/TP$ where TP is the tender price and LTP is the Lowest Tender Price (for example, a Tenderer submitting a price 10% higher than the lowest tender price will receive 91 points).

Quality: 20% of overall score

Quality will be evaluated as follows:-

QUESTION	QUESTION SUB-WEIGHT
D1. Contract Delivery	40%
D2. Contract Management	40%
D3. Staffing	20%

Quality Scores will be awarded as follows:

Score	Standard
100	Excellent response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses. Response demonstrates that this Tenderer will provide outstanding goods / services if awarded.
80	A good response that meets the Council's requirements with good supporting evidence. Demonstrates good understanding.
60	Meets Requirements. The response generally meets the Council's requirements, but lacks sufficient detail to award a higher mark.
40	A response/answer/solution with reservations. Lacks convincing detail of the methodology to be applied and/or medium risk that the proposed approach will not be successful.
20	An unacceptable response/answer/solution with serious reservations. Limited detail of the methodology to be applied and/or high risk that the proposed approach will not be successful.
0	No submission/submission not relevant.

It should be noted that the Council is not bound to accept the Response returning the best overall score.

2.6 Freedom of Information

Tenderers should be aware that whilst the Council shall use its best endeavours to hold confidential any information provided in the Response submitted, this shall be subject to the Council's obligations under law, including the Freedom of Information (Scotland) Act 2002 ("FOISA"). If a Tenderer considers that any of the information submitted in their Response should not be disclosed because of its sensitivity, then this should be stated within the Response together with details of why the information is considered to be sensitive. The Council will then consult with the Tenderer in considering any request received under FOISA before replying to such a request. In addition, the Council will agree a schedule of confidential or otherwise sensitive matters with the successful Tenderer. This schedule shall be attached to any contract which may flow from this tender process.

Notwithstanding the above, the Council reserves the right to ultimately determine whether information requires to be released in accordance with the provisions of FOISA, and shall disclose information where it is of the view that there is a legal duty to do so.

2.7 Transfer of Undertakings (Protection of Employment) Regulations 2006 (the “TUPE Regulations”)

Prior to submitting a Response, Tenderers should take legal advice on the application of the TUPE Regulations to this procurement and how this may affect their Response.

The Council reserves the right to reject any Response which, in the opinion of the Council, does not comply with the TUPE Regulations.

Lot 1 - Fire Alarm Testing, Maintenance and Repairs:

The present Service provider considers that TUPE does not apply.

Lot 2 - Emergency Lighting Testing, Maintenance and Repairs:

The present Service provider considers that TUPE does not apply.

Lot 3 - TV Aerials and Satellite Dish Repairs:

The present Service provider considers that TUPE does not apply.

Lot 4 – Controlled Door Entry Systems Repairs

The present Service provider considers that TUPE does not apply.

Lot 5 – 10 Year Electrical Checks and Repairs to Individual Occupied Properties and Communal Areas

The present Service provider considers that TUPE does not apply.

Lot 6 – 10 Year Electrical Checks and Repairs to Individual Void Properties and Communal Areas

The present Service provider considers that TUPE does not apply.

Lot 7 – Minor Electrical Works

The service is not currently provided.

Lot 8 – Electrical Rewires to Void Properties

The service is not currently provided.

The Council cannot verify the accuracy of any information supplied by any incumbent provider, and therefore the Council shall accept no liability in respect of such information. It is for each Tenderer to ensure that they have sufficient TUPE information to submit a compliant Response. The Council shall accept no liability for any costs incurred as a result of the application of the TUPE Regulations.

3 SPECIFICATION

3.1 Lot 1 - Fire Alarm Testing, Maintenance and Repairs

3.1.1 Related Documents

The Specification shall be read in conjunction with this ITT, including the Preliminaries/General Conditions/Supplementary Conditions contained in Appendix A and The Schedule of Rates in Appendix 1B. If the Contractor discovers a discrepancy between this Specification and related documents the Contract Administrator must be informed.

3.1.2 Background to the Requirement

The Council has an on-going requirement to test, maintain and repair fire alarm systems, smoke clearance equipment and sprinkler systems in housing properties owned by the Council.

3.1.3 Details Of The Services To Be Provided

The routine inspection and testing of a fire alarm/smoke detector system, comprising of a series of break glass units, fire sound units, smoke and heat detector units linked to a central fire control indicator panel within each of the housing properties identified within this tender documentation.

The carrying out of all necessary repair work required in connection with the maintenance and operation of the fire alarm panel systems.

The routine inspection and testing of smoke clearance system to Loch Court.

The carrying out of all necessary repair work required in connection with the maintenance and operation of the smoke clearance system at Loch Court.

The routine inspection and testing of the sprinkler systems at Coronation Court and Clashieknowe Care Centre.

The carrying out of all necessary repair work required in connection with the maintenance and operation of the sprinkler system at Coronation Court and Clashieknowe Care Centre.

A list of properties is included in Appendix 1F.

3.1.4 Company Registration/Staffing Requirements

Tenderers shall have the following registration and all Engineers shall have the minimum qualification requirement of that registration:

NSI/NACOSS GOLD, BAFE or equivalent.

In addition, tenderers shall have the following registration and all Engineers shall have the minimum qualification requirement of that registration:

SELECT OR NICEIC.

3.1.5 Specification for Inspection, Testing and Repair Works

The Contractor shall comply with all current British Standard Institute, British Standard (B.S) specification in carrying out the testing and repair works.

Fire Alarm Systems will be tested, maintained and repaired in accordance with the latest provisions of British Standard 5839 Part 1 2013.

Smoke Clearance will be maintained in accordance with BS EN 12101-6:2005.

Sprinkler Systems will be tested in accordance with BS EN 12845: 2009 and BS 9251:2005.

3.1.6 Record Sheets and Log books

The Contractor shall submit at the pre-start meeting for prior approval by the Contract Administrator, blank copies of all inspection/testing and repair work sheets intended to be used in the call-off contract. The following information shall be included on the record sheets and log books. An example of the test sheets required is shown in Appendix 1D.

Inspection and test report sheets

Week No, date of test, type of inspection and test, name of property, alarm receiving centre, extent of zones tested and all components therein that have been tested, Engineer's signature, test result, and the Wardens/Caretakers signature.

Repair work report sheets

Name of property, date of test, time Engineer arrived onsite, time Engineer left site, full description of repair, full list of materials used, Engineer's signature and the Wardens/Caretakers signature.

3.1.7 Log Books

The Contractor shall submit at the pre-start meeting a blank copy of the site log book intended to be used on the call off contract for prior approval by the Contract Administrator.

A Fire alarm Log Book will be supplied to each property on the initial site visit. The Log Book will allow information as detailed in BS 5839 Part 1 2013 to be recorded, giving system details, dates of faults and dates of services etc. It will be completed at the time of each site visit and updated, as necessary.

In addition, a Fire Alarm Record Sheet will also be supplied to each property on the initial site visit. It will be completed at the time of each site visit and updated, as necessary. An example of the Fire Alarm Record Sheet is shown on Appendix 1E.

3.1.8 Valuation Requirements

Attached to each valuation the Contractor shall submit separate sheets for weekly, quarterly and annual testing for each property along with separate sheets for each repair carried out. A spreadsheet showing the format required is shown in Appendix 1C.

3.1.9 Programme

The Contractor shall submit, within 14 days of the acceptance, a programme of works that shall clearly set forth the sequence of all tests as appropriate for each property for the duration of any call off contract.

3.1.10 Procedure for Inspection and Testing Works

All routine inspection and associated testing works in connection therewith are to be carried out as indicated in the Contractor's programme of works.

3.1.11 Procedure for Repair Works

Minor Repairs: If in the Contractor's opinion during any Fire Alarm System testing, servicing and maintenance, if a particular property requires equipment of the Fire Alarm System to be repaired or replaced, the Contractor will carry out any necessary minor repair/replacement works to the Fire Alarm System in question, (maximum of £200.00 per property) at the time of inspection and testing of such Fire Alarm System without prior issue of a Works Order. The Contractor shall within 3 days thereafter, submit a fax report to the Contract Administrator detailing the location(s) of the Fire Alarm System and nature of the repairs/replacements thereto. Upon receipt of appropriate details the Contract Administrator will within 3 days authorise retrospectively, in writing, the completed work by the issue of an instruction.

If repairs necessitate the removal of any equipment the Contract Administrator must be notified, by email, or fax, that day.

Major Repairs: Where major repair/replacement works (exceeding £200.00 per property) is required, the Contractor shall within 4 hours, inform the Contract Administrator by phone, followed up by fax detailing the location(s) of the Fire Alarm System and estimated costs for the works required to be carried out to a particular property.

Thereafter, the Contractor may receive an instruction to re-visit the property in question and execute the repair work outstanding. He will not carry out the work prior to the issue of an instruction.

It shall be at the discretion of the Council to seek an alternative cost for major repair work if the cost submitted is deemed as excessive.

Emergency Repairs: The Contractor is required to carry out all repairs immediately where an emergency situation has or is likely to arise at any time.

With regards to emergency repairs, it is envisaged that the Contract Administrator or the Contract Administrator's representative will instruct the works. However, there may be occasion where the Contractor identifies whilst carrying out a test or repair that Emergency

works are required. In these situations the Contractor shall carry out the works and send a fax or email to the Contract Administrator within 3 days of the work having been carried out, detailing all work done and materials used. The Contract Administrator shall then retrospectively issue a works order.

3.1.12 Hours of Working (Monday to Friday)

Annual Inspection, Testing Works and Site Revisits must be carried out during the hours listed below.

Low Rise Sheltered Housing	8.00am to 5.00pm (Monday to Friday)
Multi Storey Sheltered Housing	8.00am to 5.00pm (Monday to Friday)
Low Rise Housing	8.00am to 12.00am (Monday to Friday)
Multi Storey Housing	8.00am to 12.00am (Monday to Friday)

The contractor will be allowed access to each site at the times indicated. Requests to alter the times shown should be made to the Contract Administrator, and will only be permitted with the Contract Administrator's prior written approval.

3.1.13 Call Out Work

Tenderers should note that the following approximate numbers of call outs were experienced in the financial year:

1 April 2013 to 31 March 2014 - 190Nr call outs.

All call outs must be attended to within two hours of receiving an instruction and the cause of the fault rectified as soon as possible.

Call Outs shall be carried out during normal working hours and outwith normal working hours.

Normal Working Hours (excluding public holidays) - 8.00am – 5.00pm (Mon – Fri)

Outwith Normal Working hours (including public holidays) - 5.00pm – 8.00am (including any time at weekends, and any time during a public holiday)

The Contractor must employ a sufficient number of maintenance engineers to provide continuous 24-hour cover 365 days a year, for the call off contract duration. These engineers must be able to answer any call out within two hours.

The Contractor is to make suitable arrangements for Call Outs during public, local summer, Christmas and New Year holiday periods. Notice of such arrangements are to be provided to the Contract Administrator at the pre-start meeting.

3.1.14 Contract Management / Performance Management Processes

The Contractor's Contract Manager will monitor and review the quality of the Services provided and will meet with the Council on a monthly basis to discuss operational matters.

The Contractor's Contract Manager will supply a monthly report detailing work done since the last monthly review meeting and action taken in respect of any matter. The monthly report shall be submitted to the Council no later than 5 days prior to the date of the monthly meeting.

For the purposes of the monthly meeting, performance measures shall be established by the Successful Bidder and the Council of all aspects of the service provision. These measures shall be agreed by both parties and will be refined/added to/replaced by mutual agreement at the monthly review meetings.

The monthly reports shall form the basis of the discussions during the monthly review meeting.

On a quarterly or 6-monthly basis a Performance Review meeting will be held to jointly review and score the Key Performance Areas based on information and evidence collected for the period. This will also include information noted at the monthly operational meeting.

As part of this quarterly/six monthly measurement event, information will be presented by the Council and Service Provider, under the following areas:

- Quality
- Service
- Delivery Timescales
- Cost

3.2 Lot 2 - Emergency Lighting Testing, Maintenance and Repairs

3.2.1 Related Documents

The Specification shall be read in conjunction with this ITT, including the Preliminaries/General Conditions/Supplementary Conditions contained in Appendix A and The Schedule of Rates in Appendix 2B. If the Contractor discovers a discrepancy between this Specification and related documents the Contract Administrator must be informed.

3.2.2 Background to the Requirement

The Council has an on-going requirement to test, maintain and repair emergency lighting in housing properties owned by the Council.

3.2.3 Details of The Services To Be Provided

The monthly testing and associated repairs of emergency lighting systems within Housing Properties.

The annual testing and associated repairs of emergency lighting systems within Housing Properties.

The annual testing and associated repairs of emergency lighting systems battery back up systems within Housing Properties.

A list of properties is included in Appendix 2F.

3.2.4 Company Registration/Staffing Requirements

Tenderers shall have the following registration and all Engineers shall have the minimum qualification requirement of that registration:

SELECT OR NICEIC.

3.2.5 Specification for Inspection, Testing and Repair Works

All emergency Lighting Testing, Maintenance and Repair Works will be carried out in full accordance with BS 5266 Part 8, 2004; Part 1, 1999.

Prior to commencing Monthly and Annual Tests the Contractor shall adhere to the following.

The programme of work for both monthly and annual tests shall be agreed with the Contract Administrator at the pre-start meeting. Any change to the agreed programme shall be notified to the Contract Administrator.

Before performing each test, the Contractor shall give at least 48 hours notice of the date and time which the test will be taking place to the Contract Administrator, and where a test is being carried out in a Sheltered Housing Complex, the Contractor shall give at least 48 hours notice of the date which the test will be taking place to the Sheltered Housing Complex Management.

On arrival at each site in order to perform a test, the Contractor shall notify the Contract Administrator of the Contractor's time of arrival and the type of test being carried out and where a test is being carried out in a Sheltered Housing Complex, the Contractor shall also notify the Sheltered Housing Complex Management. The Contractor shall also partially complete form HS.2.01 and shall provide and include written confirmation of the name and mobile phone number contact details of the Engineer(s) carrying out the test. The Contractor shall also provide and display appropriate signage prior to a test commencing. The type and typical location of signage is to be agreed at the pre-start meeting with the Contract Administrator and where a test is being carried out in a Sheltered Housing Complex the Contractor shall also inform the Sheltered Housing Complex Management of the location of signage prior to carrying out a test.

3.2.6 Monthly Testing

The Contractor shall simulate a power failure for a period of 15 minutes in order to confirm the working operation of emergency lights.

The Contractor shall replace any faulty lamps.

The Contractor shall remove and clean any luminaire covers which are in a poor condition and refit.

All units that do not operate for the duration of the test, shall be examined internally by the Contractor to check the condition of the battery, control board and lamps.

The Contractor shall replace any faulty batteries.

The Contractors Engineer(s) shall note which luminaries fail within the test duration and the Contractor shall provide a breakdown of costs to repair or renew units to the Quantity Surveyor.

At the end of all test periods the Contractor shall restore the electrical supply and shall check all indicators to ensure that it is showing that normal conditions have been restored.

The Contractors Engineer(s) shall liaise with the Contract Administrator during the test and shall remain onsite for the duration of the test.

For Monthly Testing where all lighting is controlled by a back up generator, the Contractor shall carry out the same procedures and activities as above.

3.2.7 Annual Test

Duration of test – 3hours.

The Engineer(s) shall remain on site at all times for the duration of the 3 hour Test.

The Contractor shall simulate a power failure and energise each unit from its internal battery for its full rated duration and check the operation of all units.

During the test duration, the Contractor shall check that each unit is functioning correctly.

The Contractor shall remove and clean any luminaire covers in a poor condition and refit.

The Contractor shall carry out a visual inspection to ensure that the operation of the system has not been affected by any structural alterations that may have taken place since the last inspection.

The Contractor shall check all maintained and sustained units are operating.

The Contractor shall replace any faulty lamps.

All units that do not operate for the duration of the test, shall be examined internally by the Contractor to check the condition of the battery, control board and lamps.

The Contractor shall replace any faulty batteries.

The Contractor shall check that the charger output of control board is correct.

The Contractors Engineer(s) shall note which luminaries fail within the test duration and the Contractor shall provide a breakdown of costs to repair or renew the units to the Quantity Surveyor.

At the end of all test periods the Contractor shall restore electrical supply and shall check all indicators to ensure that it is showing that normal conditions have been restored.

The Contractors Engineer(s) shall liaise with the Contract Administrator during the test and shall remain onsite for the duration of the test.

For Annual Testing where all lighting is controlled by a back up generator, the Contractor shall carry out the same procedures and activities as above.

3.2.8 Emergency Lighting Battery Back up systems

The following is a general specification and maintenance procedure to which the Contractor shall adhere. In addition the Contractor shall carry out the maintenance procedure as stated in each manufacturer's written instructions.

Monthly test

Contractor shall carry out the following checks on a monthly basis;

Check electrolyte levels. The Contractor shall ensure that electrolyte level never falls below the minimum mark. If required, top up electrolyte level with approved distilled or deionized water ensuring cells are not overfilled.

Excessive consumption of water indicates that the battery system is at too high voltage or temperature. The Contractor shall be aware that a negligible consumption of water with batteries on continuous low current or float charge could indicate undercharging. A reasonable consumption of water is the best indication that a battery is being operated under the correct conditions. Any marked changes in the rate of water consumption should be investigated and reported to the Contract Administrator immediately.

The Contractor shall check the charge voltage settings and rectify any faults.

The Contractor shall check cell voltages and rectify any faults.

The Contractor shall check the float current of the battery and rectify any faults.

Annual test

During the annual test the Contractor shall carry out the requirements of the following in addition to the monthly test.

The Contractor shall clean cells, terminals and connectors without using wire brush or solvent.

The Contractor shall check that flame arresting vents are fitted tightly and that there are no deposits on vent caps, clean as necessary.

The Contractor shall check terminals for tightness and tighten. Corrosion protect terminals and connectors with thin layer of neutral grease or anti-corrosion oil.

3.2.9 Record Sheets and Log Books

The Contractor shall record all tests, checks, readings, comments and observations on form HS.2.01. On arrival on site, the Contractor shall partially complete form HS 2.01 and at the end of the test, and before leaving the site the Contractor shall complete form HS 2.01.

3.2.10 Valuation Requirements

Attached to each valuation the Contractor shall submit separate sheets for monthly and annual testing for each property along with separate sheets for each repair carried out. A spreadsheet showing the format required is shown in Appendix 2C.

3.2.11 Programme

The Contractor shall submit within 14 days of the acceptance a programme of works that shall clearly set forth the sequence of all tests as appropriate for each property for the duration of any call off contract.

3.2.12 Procedure for Inspection and Testing Works

All routine inspection and associated testing works in connection therewith are to be carried out as indicated in the Contractor's programme of works.

3.2.13 Procedure for Repair Works

Minor Repairs: If in the Contractor's opinion during any emergency lighting test if a particular property requires equipment to be repaired or replaced, the Contractor will carry out any necessary minor repair/replacement works to the emergency lighting system in question, (maximum of £200.00 per property) at the time of testing of such emergency lighting system without prior issue of a Works Order. The Contractor shall within 3 days thereafter, submit a report to the Contract Administrator detailing the location(s) of the emergency lighting system and nature of the repairs/replacements thereto. Upon receipt of appropriate details the

Contract Administrator will within 3 days authorise retrospectively, in writing, the completed work by the issue of an instruction.

If repairs necessitate the removal of any equipment the Contract Administrator must be notified, by fax, that day.

Major Repairs: Where major repair/replacement works (exceeding £200.00 per property) is required, the Contractor shall within 4 hours, inform the Contract Administrator by phone, followed up by fax detailing the location(s) of the emergency lighting system and estimated costs for the works required to be carried out to a particular property.

Thereafter, the Contractor may receive an instruction to re-visit the property in question and execute the repair work outstanding. He will not carry out the work prior to the issue of an instruction.

It shall be at the discretion of the Council to seek an alternative cost for major repair work if the cost submitted is deemed as excessive.

Emergency Repairs: The Contractor is required to carry out all repairs immediately where an emergency situation has or is likely to arise at any time.

With regards to emergency repairs, the Contractor shall send a fax to the Contract Administrator within 3 days of the work having been carried out, detailing all work done and materials used. The Contract Administrator shall then retrospectively issue a works order.

3.2.14 Hours of Working (Monday to Friday)

Monthly and Annual Testing Works must be carried out during the hours listed below.

Low Rise Sheltered Housing	8.00am to 5.00pm (Monday to Friday)
Multi Storey Sheltered Housing	8.00am to 5.00pm (Monday to Friday)
Low Rise Housing	8.00am to 12.00am (Monday to Friday)
Multi Storey Housing	8.00am to 12.00am (Monday to Friday)

The contractor will be allowed access to each site at the times indicated. Requests to alter the times shown should be made to the Contract Administrator, and will only be permitted with the Contract Administrator's prior written approval.

3.2.15 Call Out Work

Tenderers should note that call outs to emergency light systems are minimal as repairs are normally identified during the time of either a monthly or annual test. However, the Contractor shall be required to attend to call outs should the need arise.

All call outs must be attended to within two hours of receiving an instruction and the cause of the fault rectified as soon as possible.

Call Outs shall be carried out during normal working hours and outwith normal working hours.

Normal Working Hours (excluding public holidays); 8.00am – 5.00pm (Mon – Fri)

Outwith Normal Working hours (including public holidays); 5.00pm – 8.00am (including any time at weekends, and any time during a public holiday)

The Contractor must employ a sufficient number of maintenance engineers to provide continuous 24-hour cover 365 days a year, for the call off contract duration. These engineers must be able to answer any call out within two hours.

The Contractor is to make suitable arrangements for Call Outs during public, local summer, Christmas and New Year holiday periods. Notice of such arrangements, are to be provided to the Contract Administrator at the pre-start meeting.

3.2.16 Contract Management / Performance Management Processes

The Contractor's Contract Manager will monitor and review the quality of the Services provided and will meet with the Council on a monthly basis to discuss operational matters.

The Contractor's Contract Manager will supply a monthly report detailing work done since the last monthly review meeting and action taken in respect of any matter. The monthly report shall be submitted to the Council no later than 5 days prior to the date of the monthly meeting.

For the purposes of the monthly meeting, performance measures shall be established by the Bidder and the Council of all aspects of the service provision. These measures shall be agreed by both parties and will be refined/added to/replaced by mutual agreement at the monthly review meetings.

The monthly reports shall form the basis of the discussions during the monthly review meeting.

On a quarterly or 6-monthly basis a Performance Review meeting will be held to jointly review and score the Key Performance Areas based on information and evidence collected for the period. This will also include information noted at the monthly operational meeting.

As part of this quarterly/six monthly measurement event, information will be presented by the Council and Service Provider, under the following areas:

- Quality
- Service
- Delivery Timescales
- Cost

3.3 Lot 3 - TV Aerials and Satellite Dish Repairs

3.3.1 Related Documents

The Specification shall be read in conjunction with this ITT, including the Preliminaries/General Conditions/Supplementary Conditions contained in Appendix A and The Schedule of Rates in Appendix 3B. If the Contractor discovers a discrepancy between this Specification and related documents the Contract Administrator must be informed.

3.3.2 Background to The Requirement

The Council has an on-going requirement to carry out repairs to TV Aerials and Satellite dishes to Housing and Non-Housing properties.

3.3.3 Detail of the Goods/Services to be Provided

The works encompass all response maintenance and repairs for complete digital reception systems within the Council's Housing and Non-Housing stock, comprising IRS communal aerial systems, Satellite Dishes, all associated cabling, connections, containment, boxes, outlet plates, control equipment, adaptors, 3m fly leads etc.

The highest service standards shall be required throughout all areas of works included by this contract.

All equipment and workmanship shall comply with the following:-

CENELEC BS EN 50083 all relevant parts.

CENELEC BS EN 50117 for coaxial cables.

CENELEC BS EN 60966 for connecting cables.

BS 4662: 1970 electrical accessories boxes.

BS 5773: 1995 electrical accessories.

The Confederation of Aerial Industries Codes of Practice for Television Aerials and TV systems.

The requirements of DTG book 3.

BS 7671: 1992.

CA1 SMTV Code of Practice.

3.3.4 Company Registration/Staffing Requirements

Tenderers shall have the following registration and all Engineers shall have the minimum qualification requirement of that registration:

CAI plus, or equivalent.

3.3.5 Specification for TV Aerials and Satellite Dish Repairs

All goods and materials used in the maintenance and repairs of the systems shall conform to EU and national standards, where such standards have been established, and to the Codes of Practice issued by the relevant industry bodies.

Amplifiers and distribution equipment shall be manufactured by Philips or equal and approved. They must be able to cope with the minimum and maximum signal levels.

The aerial system, mounts, support structures etc. shall be capable of withstanding winds of 100mph/160kmph. The mounts, support structures, bolts etc. shall be constructed of rust free materials.

Satellite dishes shall be constructed to withstand a wind speed of 60mph/100kph and be adequately sized for the system concerned. They shall be able to produce a 15dB Carrier to Noise level at the installation site for the given transponders being received. All satellite mounts must be earthed in compliance with BS 7671. Final position of the satellite dish will be determined on site. It is intended that the vast majority of the dishes will be located at high level on a south facing wall.

Headend equipment and repeater amplifiers shall be securely mounted and be fully accessible for maintenance purposes.

All cables are to be manufactured in compliance with BS EN 50117. The cable shall have a nominal characteristic of 75 ohms and be of LSZH construction. Cables installed underground shall be of the RBS type. The cable must contain a water barrier consisting of a polythene-backed aluminium foil tape embedded in the sheath. Underground cables shall be enclosed in a dedicated duct.

Within the head-end network, the connection of the co-axial cables will be via 'F' type and IEC connectors only. All 'F' connectors must be crimped and IEC connectors should be of a professional design and correctly made off. All connectors are to be the correct size for the cable used.

All mounting boxes flush or surface shall have a minimum depth of 40mm.

All passive accessories must comply with BS EN 50083 and be 75ohm rated.

The socket outlet shall be double isolated and fully screened and have TV satellite and an Audio outlet. All final connectors are to be provided with the outlet.

EARTHING

All earthing shall comply with BS EN 50083 and BS 7671.

TESTING

On completion of the contract the whole system is to be tested which will include the maximum and minimum signals at each socket outlet. The test results and site location of all equipment will be handed over to the Contract Administrator in tabulated form.

The Contractor shall provide a final commissioning certificate indicating the input and output levels of all equipment and accessories.

Test equipment used shall be accurate to within +/- 1.5dB. The minimum requirement for testing is a spectrum analyser, a simple signal strength indicator will not suffice.

FAULTS

The Contractor shall attend to any faults reported within 24 hours.

The fault reporting method employed by the Contractor shall not be of the taped or computer generated system. A call out system shall be agreed before acceptance of the Contract.

3.3.6 Valuation Requirements

The Contractor shall be required to supply the following information attached to each invoice, a copy of an acceptable format is included in Appendix 3C:

Address of work carried out.
Date of work carried out.
Description of work done.
Labour time arrived on-site and time off-site
Identification of exact location of repair required.
Description of equipment installed.
Copy of installed equipment invoices

3.3.7 Procedure for Repair Works

Minor Repairs: If in the Contractor's opinion if a particular property requires equipment to be repaired or replaced, the Contractor will carry out any necessary minor repair/replacement works, (maximum of £200.00 per property) at the time of the original repair without prior issue of a Works Order. The Contractor shall within 3 days thereafter, submit a report to the Contract Administrator detailing the location(s) of the repair and nature of the repairs/replacements thereto. Upon receipt of appropriate details the Contract Administrator will within 3 days authorise retrospectively, in writing, the completed work by the issue of an instruction.

If repairs necessitate the removal of any equipment the Contract Administrator must be notified, by fax, that day.

Major Repairs: Where major repair/replacement works (exceeding £200.00 per property) is required, the Contractor shall within 4 hours, inform the Contract Administrator by phone, followed up by fax detailing the location(s) of the repair/replacement works and estimated costs for the works required to be carried out to a particular property.

Thereafter, the Contractor may receive an instruction to re-visit the property in question and execute the repair work outstanding. He will not carry out the work prior to the issue of an instruction.

It shall be at the discretion of the Council to seek an alternative cost for major repair work if the cost submitted is deemed as excessive.

Emergency Repairs: The Contractor is required to carry out all repairs immediately where an emergency situation has or is likely to arise at any time.

With regards to emergency repairs, the Contractor shall send a fax to the Contract Administrator within 3 days of the work having been carried out, detailing all work done and equipment used. The Contract Administrator shall then retrospectively issue a works order.

3.3.8 Call Out Work

Tenderers should note that the following approximate numbers of call outs were experienced in the financial year:

1 April 2014 to 31 March 2015 – 851Nr call outs.

All call outs must be attended to within twenty four hours of receiving an instruction and the cause of the fault rectified as soon as possible.

Call Outs shall be carried out during normal working hours and outwith normal working hours.

Normal Working Hours (excluding public holidays) - 8.00am – 5.00pm (Mon – Fri)

Outwith Normal Working hours (including public holidays) - 5.00pm – 8.00am (including any time at weekends, and any time during a public holiday)

The Contractor must employ a sufficient number of maintenance engineers to provide continuous 24-hour cover 365 days a year, for the call off contract duration. These engineers must be able to answer any call out within two hours.

The Contractor is to make suitable arrangements for Call Outs during public, local summer, Christmas and New Year holiday periods. Notice of such arrangements are to be provided to the Contract Administrator at the pre-start meeting.

3.3.9 Contract Management / Performance Management Processes

The Contractor's Contract Manager will monitor and review the quality of the Services provided and will meet with the Council on a monthly basis to discuss operational matters.

The Contractor's Contract Manager will supply a monthly report detailing work done since the last monthly review meeting and action taken in respect of any matter. The monthly report shall be submitted to the Council no later than 5 days prior to the date of the monthly meeting.

For the purposes of the monthly meeting, performance measures shall be established by the Bidder and the Council of all aspects of the service provision. These measures shall be agreed

by both parties and will be refined/added to/replaced by mutual agreement at the monthly review meetings.

The monthly reports shall form the basis of the discussions during the monthly review meeting.

On a quarterly or 6-monthly basis a Performance Review meeting will be held to jointly review and score the Key Performance Areas based on information and evidence collected for the period. This will also include information noted at the monthly operational meeting.

As part of this quarterly/six monthly measurement event, information will be presented by the Council and Service Provider, under the following areas:

- Achievement of Key Objectives
- Key Improvement Areas
- Opportunities
- Key Achievements
- Initiatives identified
- Sustainable Procurement Opportunities
- Positive feedback from stakeholders
- Issues/Risks and KPI targets

3.4 Lot 4 – Controlled Door Entry Systems Repairs

3.4.1 Related Documents

The Specification shall be read in conjunction with this ITT, including the Preliminaries/General Conditions/Supplementary Conditions contained in Appendix A and The Schedule of Rates in Appendix 4B. If the Contractor discovers a discrepancy between this Specification and related documents the Contract Administrator must be informed.

3.4.2 Background to the Requirement

The Council has an on-going requirement to maintain and repair Controlled Door Entry Systems in housing properties owned by the Council.

3.4.3 Details Of The Services To Be Provided

A maintenance and call out repair service to controlled door entry systems including a 4 hour normal hours call out service and a 4 hour out of normal hours call out service.

3.4.4 Company Registration/ Staffing Requirements

Tenderers shall have the following registration and all Engineers shall have the minimum qualification requirement of that registration:

SELECT or NICEIC.

3.4.5 Specification for Controlled Door Entries Systems Maintenance and Repairs

All Controlled Door Entry Systems repair works will be carried out in full accordance with the following:

BS EN 50133-1:1997 System requirements for access control systems, British Standards.

BS EN 50133-2:2000 Component requirements for access control systems, British Standards.

BS EN 50133-7:1999 Application guidelines for access control systems, British Standards.

IEE Wiring Regulations (latest edition).

NCP 109 NSI Code of Practice for Planning, Installation and Maintenance of Access Control Systems, NSI.

PAS 24: 2007+A1: 2009 Enhanced security performance requirements for door assemblies, British Standards.

SSAIB Code of Practice for Access Control Systems, SSAIB.

3.4.6 Valuation Requirements

Attached to each valuation the Contractor shall submit separate sheets for each month's repairs. A spreadsheet showing the format required is shown in Appendix 4C. Contractors will receive this sheet part completed by ACC (yellow section). Contractors shall then complete this sheet (blue section) and submit with each month's valuation. All information applicable to each job shall be inputted on this sheet. Any incomplete information will result in that individual repair order remaining unpaid, until such time as the Contractor provides the outstanding information. The Contractor shall submit material copy invoices for all dayworks claimed.

3.4.7 Procedure for Repair Works

Minor Repairs: If in the Contractor's opinion during any repair if a particular property requires equipment to be repaired or replaced, the Contractor will carry out any necessary minor repair/replacement works to the system in question, (maximum of £200.00 per property) at the time of repair without prior issue of a Works Order. The Contractor shall within 3 days thereafter, submit a report to the Contract Administrator detailing the location(s) and nature of the repairs/replacements thereto. Upon receipt of appropriate details the Contract Administrator will within 3 days authorise retrospectively, in writing, the completed work by the issue of an instruction.

If repairs necessitate the removal of any equipment the Contract Administrator must be notified, by fax, that day.

Major Repairs: Where major repair/replacement works (exceeding £200.00 per property) is required, the Contractor shall within 4 hours, inform the Contract Administrator by phone, followed up by fax detailing the location(s) of the repair and estimated costs for the works required to be carried out to a particular property.

Thereafter, the Contractor may receive an instruction to re-visit the property in question and execute the repair work outstanding. He will not carry out the work prior to the issue of an instruction.

It shall be at the discretion of the Council to seek an alternative cost for major repair work if the cost submitted is deemed as excessive.

Emergency Repairs: The Contractor is required to carry out all repairs immediately where an emergency situation has or is likely to arise at any time.

With regards to emergency repairs, the Contractor shall send a fax to the Contract Administrator within 3 days of the work having been carried out, detailing all work done and materials used. The Contract Administrator shall then retrospectively issue a works order.

3.4.8 Call Out Work

Tenderers should note that the following approximate numbers of call outs were experienced in the financial year:

1 April 2012 to 31 March 2013 – 3,074 Nr call outs.

All call outs must be attended to within four hours of receiving an instruction and the cause of the fault rectified as soon as possible.

Call Outs shall be carried out during normal working hours and outwith normal working hours.

Normal Working Hours (excluding public holidays); 8.00am – 5.00pm (Mon – Fri)

Outwith Normal Working hours (including public holidays); 5.00pm – 8.00am (including any time at weekends, and any time during a public holiday).

The Contractor must employ a sufficient number of maintenance engineers to provide continuous 24-hour cover 365 days a year, for the call off contract duration. These engineers must be able to answer any call out within two hours.

The Contractor is to make suitable arrangements for Call Outs during public, local summer, Christmas and New Year holiday periods. Notice of such arrangements are to be provided to the Contract Administrator at the pre-start meeting.

3.4.9 Contract Management / Performance Management Processes

The Contractor's Contract Manager will monitor and review the quality of the Services provided and will meet with the Council on a monthly basis to discuss operational matters.

The Contractor's Contract Manager will supply a monthly report detailing work done since the last monthly review meeting and action taken in respect of any matter. The monthly report shall be submitted to the Council no later than 5 days prior to the date of the monthly meeting.

For the purposes of the monthly meeting, performance measures shall be established by the Bidder and the Council of all aspects of the service provision. These measures shall be agreed by both parties and will be refined/added to/replaced by mutual agreement at the monthly review meetings.

The monthly reports shall form the basis of the discussions during the monthly review meeting.

On a quarterly or 6-monthly basis a Performance Review meeting will be held to jointly review and score the Key Performance Areas based on information and evidence collected for the period. This will also include information noted at the monthly operational meeting.

As part of this quarterly/six monthly measurement event, information will be presented by the Council and Service Provider, under the following areas:

- Quality
- Service
- Delivery Timescales
- Cost

3.5 Lot 5 – 10 Year Electrical Checks and Repairs to Individual Occupied Properties and Communal Areas

3.5.1 Related Documents

The Specification shall be read in conjunction with this ITT, including the Preliminaries/General Conditions/Supplementary Conditions contained in Appendix A and The Schedule of Rates in Appendix 5B. If the Contractor discovers a discrepancy between this Specification and related documents the Contract Administrator must be informed.

3.5.2 Background to the Requirement

The Council has an on-going requirement to carry out 10 Year Electrical Checks and Repairs to Individual Occupied Properties and Communal Areas in properties owned by the Council.

3.5.3 Details Of The Services To Be Provided

The services include a 10 year electrical check to individual occupied housing properties and communal areas in properties owned by the Council. Also required is a repairs service to rectify any defects identified during the 10 year electrical checks. The checks include:

The adequacy of earthing and bonding.

The suitability of the switchgear and controlgear.

The serviceability of switches, sockets and lighting fittings.

The condition of the wiring system.

Sockets that may be used to supply portable electrical equipment for use outdoors, making sure they are protected by a suitable residual current device (RCD).

The presence of adequate identification and notices.

The extent of any wear and tear, damage or other deterioration.

Any changes in the use of the premises that have led to, or may lead to, unsafe conditions.

The property types include single, two, three, four and five storey housing properties, multi-storey housing properties and sheltered housing properties.

Approximately 2,500Nr 10 year electrical checks will be carried out each year in individual occupied housing properties and approximately 1,000Nr electrical checks will be carried out in communal areas.

3.5.4 Company Registration/ Staffing Requirements

Tenderers shall have the following registration and all Engineers shall have the minimum qualification requirement of that registration:

SELECT or NICEIC.

3.5.5 Specification for 10 Year Electrical Checks and Repairs to Individual Occupied Properties and Communal Areas.

All 10 year electrical checks and repairs will be carried out in full accordance with the following:

IEE Wiring Regulations (latest edition).

BS 7671:2008 (2011)

3.5.6 Hours of Working (Monday to Friday)

10 Year Electrical Checks must be carried out during the hours listed below.

Low Rise Sheltered Housing	8.00am to 5.00pm (Monday to Friday)
Multi Storey Sheltered Housing	8.00am to 5.00pm (Monday to Friday)
Low Rise Housing	8.00am to 5.00pm (Monday to Friday)
Multi Storey Housing	8.00am to 5.00pm (Monday to Friday)

The Contractor will be allowed access to each site at the times indicated above. Requests to alter the times shown should be made to the Contract Administrator, and will only be permitted with the Contract Administrator's prior written approval e.g. "Hard No Access" visits.

3.5.7 10 Year Electrical Checks and Repairs to Individual Occupied Properties and Communal Areas - Procedure

Once the Contract Administrator has supplied the programme to the Contractor, the following procedure shall be strictly adhered to:

The Contractor shall create an individual record for each property on a database. Information contained within each individual record shall be as follows: -

House Number
 Property name
 Flat Number (e.g. G/F1)
 Street Name
 Tenants Name
 Time Service Record Created
 Date Service Record Created
 Aberdeen City Council Consilium Job Number
 Contact Telephone Number
 Tenants Complaint will be marked appropriately
 Contractors Own Job Reference Number
 Proposed 10 Electrical Check Date
 Job Status to be set at PLANNED

The Contractor shall write to each tenant giving 14 days notice of the proposed date for the 10 Year Electrical Check. The communication can be in either letter or postcard format, however, the Contract Administrator must approve the wording. The communication must state the actual date and must contain the Contractor's local telephone number. The communication must contain the Contractors Job Reference Number.

Should the Tenant (or Tenant's representative) contact the Contractor to request an alternative date, the Contractor will record the new access details in the property record, he will then change the job status to REARRANGED.

The Contractor must record the date and time that any call was made to rearrange the 10 Year Electrical Check, he must also record the name of the person calling. The Contractor shall record this information in the database for email transfer to the Contract Administrator on a monthly basis.

The Contractor shall carry out the 10 Year Electrical Check to the individual occupied property on the arranged date. He will also undertake any 10 Year Communal Checks to the surrounding property.

Upon completion of any 10 Year Electrical Check or 10 Year Communal Check the Contractor shall complete a record. The Contractor must ensure his record is in compliance with current IEE Regulations and Health and Safety requirements. The format of the record shall be the "SELECT" Condition Report or the "NICEIC Domestic Electrical Installation" condition report. (Either of these formats or any other authorised by the Contract Administrator), shall be used to accurately record information.

It is essential that the Tenant and the Engineer sign all records. The Tenant and the Engineer shall also print their names.

The Engineer shall fix a sticker log to each consumer unit. This shall be approximately 115mm wide by 80 mm high and will contain the following: -

- 1) Contractor's name
- 2) Contractor's Telephone number
- 3) Space for Service Engineer's name
- 4) Space for date service carried out

3.5.8 No Access Details

1. In the event of the Contractor not being unable to gain access, a "call back" card must be left. This call back card must give the address of the Contractor's local office and telephone number and should request that the tenant contact the Contractor (by returning the card via post or contacting the Contractor via telephone) and arrange a mutually convenient time within seven days.

2. If access is not gained within a period of seven days then the Contractor shall reprogram the service for outwith normal hours. A further seven days later a further card or letter must be sent to the tenant giving new access date, time and details (indication should be given on this communication that previous attempts have been made). The Contractor will alter the service date in the database. The job status shall then be marked **RETRY**.

3. If, after a second visit, the Contractor cannot gain access the Contractor shall write to the tenant by Recorded Delivery advising the tenant that the required works are still outstanding (the wording of this letter shall be approved by the Contract Administrator prior to dispatch). After a further thirty days the Contractor shall make a third attempt to gain access, and if no access is afforded then the Contractor will inform the Contract Administrator of the addresses of such properties (Hard No Access) and the Council shall assume responsibility for gaining access. This must be recorded in the database, the service status will be changed to **HARD NO ACCESS**.

Paragraphs 1 and 2 above constitute "**SOFT NO ACCESS**". If paragraph 3 is required to be followed this constitutes a "**HARD NO ACCESS**".

The Contractor must ensure that any claim for “Hard No Access” is supported by dates of every attempt made to gain access.

3.5.9 Procedure for Repair Works

Minor Repairs: If in the Contractor’s opinion during any 10 Year Electrical Check if a particular property requires equipment to be repaired or replaced, the Contractor will carry out any necessary minor repair/replacement works to the electrical system in question, (maximum of £200.00 per property) at the time of the 10 Year Electrical Check without prior issue of a Works Order. The Contractor shall within 3 days thereafter, submit a report to the Contract Administrator detailing the location(s) and nature of the repairs/replacements thereto. The report submitted by the Contractor shall include dated photographs of each item of equipment, fitting or circuit requiring replacement. Upon receipt of appropriate details the Contract Administrator will within 3 days authorise retrospectively, in writing, the completed work by the issue of an instruction.

If repairs necessitate the removal of any equipment the Contract Administrator must be notified, by fax, that day.

Major Repairs: Where major repair/replacement works (exceeding £200.00 per property) is required, the Contractor shall within 4 hours, inform the Contract Administrator by phone, followed up by fax detailing the location(s) of the repair and estimated costs for the works required to be carried out to a particular property.

It shall be at the discretion of the Council to seek an alternative cost for major repair work if the cost submitted is deemed as excessive.

Thereafter, the Contractor may receive an instruction to re-visit the property in question and execute the repair work outstanding. He will not carry out the work prior to the issue of an instruction. Upon completion of any works order to carry out the necessary repair, the Contractor shall submit a report to the Contract Administrator detailing the location(s) and nature of the repairs/replacements thereto. The report submitted by the Contractor shall include dated photographs of each item of equipment, fitting or circuit requiring replacement.

Emergency Repairs: The Contractor is required to carry out all repairs immediately where an emergency situation has or is likely to arise at any time.

With regards to emergency repairs, upon completion of any works order to carry out the necessary repair, the Contractor shall submit a report to the Contract Administrator detailing the location(s) and nature of the repairs/replacements thereto. The report submitted by the Contractor shall include dated photographs of each item of equipment, fitting or circuit requiring replacement.

The Contract Administrator shall then retrospectively issue a works order.

3.5.10 Valuation Requirements

Attached to each valuation the Contractor shall submit an “Electrical Installation Condition Report” along with separate sheets for each repair carried out. Acceptable formats are the SELECT and NICEIC Domestic Electrical Installation condition reports. Either of these formats

(or any other authorised by the Contract Administrator), shall be used to accurately record information.

A copy of an acceptable valuation format is included in Appendix 5C.

3.5.11 Contract Management / Performance Management Processes

The Contractor's Contract Manager will monitor and review the quality of the Services provided and will meet with the Council on a monthly basis to discuss operational matters.

The Contractor's Contract Manager will supply a monthly report detailing work done since the last monthly review meeting and action taken in respect of any matter. The monthly report shall be submitted to the Council no later than 5 days prior to the date of the monthly meeting.

For the purposes of the monthly meeting, performance measures shall be established by the Bidder and the Council of all aspects of the service provision. These measures shall be agreed by both parties and will be refined/added to/replaced by mutual agreement at the monthly review meetings.

The monthly reports shall form the basis of the discussions during the monthly review meeting.

On a quarterly or 6-monthly basis a Performance Review meeting will be held to jointly review and score the Key Performance Areas based on information and evidence collected for the period. This will also include information noted at the monthly operational meeting.

As part of this quarterly/six monthly measurement event, information will be presented by the Council and Service Provider, under the following areas:

- Quality
- Service
- Delivery Timescales
- Cost

3.6 Lot 6 – 10 Year Electrical Checks and Repairs to Individual Void Properties and Communal Areas

3.6.1 Related Documents

The Specification shall be read in conjunction with this ITT, including the Preliminaries/General Conditions/Supplementary Conditions contained in Appendix A and The Schedule of Rates in Appendix 6B. If the Contractor discovers a discrepancy between this Specification and related documents the Contract Administrator must be informed.

3.6.2 Background to the Requirement

The Council has an on-going requirement to carry out 10 year electrical checks and repairs to individual housing properties and communal areas in properties owned by the Council.

3.6.3 Details Of The Services To Be Provided

The services include a 10 year electrical check to individual void housing properties and communal areas in properties owned by the Council. Also required is a repairs service to rectify any defects identified during the 10 year electrical checks. The checks include:

The adequacy of earthing and bonding.

The suitability of the switchgear and controlgear.

The serviceability of switches, sockets and lighting fittings.

The condition of the wiring system.

Sockets that may be used to supply portable electrical equipment for use outdoors, making sure they are protected by a suitable residual current device (RCD).

The presence of adequate identification and notices.

The extent of any wear and tear, damage or other deterioration.

Any changes in the use of the premises that have led to, or may lead to, unsafe conditions.

The property types include single, two, three, four and five storey housing properties, multi-storey housing properties and sheltered housing properties.

Approximately 2,500Nr 10 year electrical checks will be carried out each year in individual housing properties and approximately 1,000Nr electrical checks will be carried out in communal areas.

3.6.4 Company Registration/ Staffing Requirements

Tenderers shall have the following registration and all Engineers shall have the minimum qualification requirement of that registration:

SELECT or NICEIC.

3.6.5 Specification for 10 Year Electrical Checks and Repairs to Individual Void Properties and Communal Areas.

All 10 year electrical checks and repairs will be carried out in full accordance with the following:

IEE Wiring Regulations (latest edition).

BS 7671:2008 (2011)

3.6.6 Hours of Working (Monday to Friday)

10 Year Electrical Checks must be carried out during the hours listed below.

Low Rise Sheltered Housing	8.00am to 5.00pm (Monday to Friday)
Multi Storey Sheltered Housing	8.00am to 5.00pm (Monday to Friday)
Low Rise Housing	8.00am to 5.00pm (Monday to Friday)
Multi Storey Housing	8.00am to 5.00pm (Monday to Friday)

The Contractor will be allowed access to each site at the times indicated above. Requests to alter the times shown should be made to the Contract Administrator, and will only be permitted with the Contract Administrator's prior written approval e.g. "Hard No Access" visits.

3.6.7 10 Year Electrical Checks and Repairs to Occupied Properties and Communal Areas Procedure

Once the Contract Administrator has supplied the programme to the Contractor, the following procedure shall be strictly adhered to:

The Contractor shall create an individual record for each property on a database. Information contained within each individual record shall be as follows: -

House Number
 Property name
 Flat Number (e.g. G/F1)
 Street Name
 Tenants Name
 Time Service Record Created
 Date Service Record Created
 Aberdeen City Council Consilium Job Number
 Contact Telephone Number
 Tenants Complaint will be marked appropriately
 Contractors Own Job Reference Number
 Proposed 10 Electrical Check Date
 Job Status to be set at PLANNED

The Contractor shall write to each tenant giving 14 days notice of the proposed date for the 10 Year Electrical Check. The communication can be in either letter or postcard format, however, the Contract Administrator must approve the wording. The communication must state the actual date and must contain the Contractor's local telephone number. The communication must contain the Contractors Job Reference Number.

Should the Tenant (or Tenant's representative) contact the Contractor to request an alternative date, the Contractor will record the new access details in the property record, he will then change the job status to REARRANGED.

The Contractor must record the date and time that any call was made to rearrange the 10 Year Electrical Check, he must also record the name of the person calling. The Contractor shall record this information in the database for email transfer to the Contract Administrator.

The Contractor shall carry out the 10 Year Electrical Check to the individual void property on the arranged date. He will also undertake any 10 Year Communal Checks to the surrounding property.

Upon completion of any 10 Year Electrical Check or 10 Year Communal Check the Contractor shall complete a record. The Contractor must ensure his record is in compliance with current IEE Regulations and Health and Safety requirements. The format of the record shall be the "SELECT" Condition Report or the "NIC EIC Domestic Electrical Installation" condition report. (Either of these formats or any other authorised by the Contract Administrator), shall be used to accurately record information.

It is essential that the Tenant and the Engineer sign all records. The Tenant and the Engineer shall also print their names.

The Engineer shall fix a sticker log to each consumer unit. This shall be approximately 115mm wide by 80 mm high and will contain the following: -

- 1) Contractor's name
- 2) Contractor's Telephone number
- 3) Space for Service Engineer's name
- 4) Space for date service carried out

3.6.8 No Access Details

1. In the event of the Contractor not being able to gain access, a "call back" card must be left. This call back card must give the address of the Contractor's local office and telephone number and should request that the tenant contact the Contractor (by returning the card via post or contacting the Contractor via telephone) and arrange a mutually convenient time within seven days.

2. If access is not gained within a period of seven days then the Contractor shall reprogram the service for outwith normal hours. A further seven days later a further card or letter must be sent to the tenant giving new access date, time and details (indication should be given on this communication that previous attempts have been made). The Contractor will alter the service date in the database. The job status shall then be marked **RETRY**.

3. If, after a second visit, the Contractor cannot gain access the Contractor shall write to the tenant by Recorded Delivery advising the tenant that the required works are still outstanding (the wording of this letter shall be approved by the Contract Administrator prior to dispatch). After a further thirty days the Contractor shall make a third attempt to gain access, and if no access is afforded then the Contractor will inform the Contract Administrator of the addresses of such properties (Hard No Access) and the Council shall assume responsibility for gaining access. This must be recorded in the database, the service status will be changed to **HARD NO ACCESS**.

Paragraphs 1 and 2 above constitute "**SOFT NO ACCESS**". If paragraph 3 is required to be followed this constitutes a "**HARD NO ACCESS**".

The Contractor must ensure that any claim for “Hard No Access” is supported by dates of every attempt made to gain access.

3.6.9 Procedure for Repair Works

Minor Repairs: If in the Contractor’s opinion during any 10 Year Electrical Check if a particular property requires equipment to be repaired or replaced, the Contractor will carry out any necessary minor repair/replacement works to the electrical system in question, (maximum of £200.00 per property) at the time of the 10 Year Electrical Check without prior issue of a Works Order. The Contractor shall within 3 days thereafter, submit a report to the Contract Administrator detailing the location(s) and nature of the repairs/replacements thereto. The report submitted by the Contractor shall include dated photographs of each item of equipment, fitting or circuit requiring replacement. Upon receipt of appropriate details the Contract Administrator will within 3 days authorise retrospectively, in writing, the completed work by the issue of an instruction.

If repairs necessitate the removal of any equipment the Contract Administrator must be notified, by fax, that day.

Major Repairs: Where major repair/replacement works (exceeding £200.00 per property) is required, the Contractor shall within 4 hours, inform the Contract Administrator by phone, followed up by fax detailing the location(s) of the repair and estimated costs for the works required to be carried out to a particular property.

It shall be at the discretion of the Council to seek an alternative cost for major repair work if the cost submitted is deemed as excessive.

Thereafter, the Contractor may receive an instruction to re-visit the property in question and execute the repair work outstanding. He will not carry out the work prior to the issue of an instruction. Upon completion of any works order to carry out the necessary repair, the Contractor shall submit a report to the Contract Administrator detailing the location(s) and nature of the repairs/replacements thereto. The report submitted by the Contractor shall include dated photographs of each item of equipment, fitting or circuit requiring replacement.

Emergency Repairs: The Contractor is required to carry out all repairs immediately where an emergency situation has or is likely to arise at any time.

With regards to emergency repairs, upon completion of any works order to carry out the necessary repair, the Contractor shall submit a report to the Contract Administrator detailing the location(s) and nature of the repairs/replacements thereto. The report submitted by the Contractor shall include dated photographs of each item of equipment, fitting or circuit requiring replacement.

The Contract Administrator shall then retrospectively issue a works order.

3.6.10 Valuation Requirements

Attached to each valuation the Contractor shall submit an “Electrical Installation Condition Report” along with separate sheets for each repair carried out. Acceptable formats are the SELECT and NIC EIC Domestic Electrical Installation condition reports. Either of these formats (or any other authorised by the Contract Administrator), shall be used to accurately record information.

A copy of an acceptable valuation format is included in Appendix 6C.

3.6.11 Contract Management / Performance Management Processes

The Contractor’s Contract Manager will monitor and review the quality of the Services provided and will meet with the Council on a monthly basis to discuss operational matters.

The Contractor’s Contract Manager will supply a monthly report detailing work done since the last monthly review meeting and action taken in respect of any matter. The monthly report shall be submitted to the Council no later than 5 days prior to the date of the monthly meeting.

For the purposes of the monthly meeting, performance measures shall be established by the Bidder and the Council of all aspects of the service provision. These measures shall be agreed by both parties and will be refined/added to/replaced by mutual agreement at the monthly review meetings.

The monthly reports shall form the basis of the discussions during the monthly review meeting.

On a quarterly or 6-monthly basis a Performance Review meeting will be held to jointly review and score the Key Performance Areas based on information and evidence collected for the period. This will also include information noted at the monthly operational meeting.

As part of this quarterly/six monthly measurement event, information will be presented by the Council and Service Provider, under the following areas:

- Quality
- Service
- Delivery Timescales
- Cost

3.7 Lot 7 – Minor Electrical Works

3.7.1 Related Documents

The Specification shall be read in conjunction with this ITT, including the Preliminaries/General Conditions/Supplementary Conditions contained in Appendix A and The Schedule of Rates in Appendix 7B. If the Contractor discovers a discrepancy between this Specification and related documents the Contract Administrator must be informed.

3.7.2 Background to the Requirement

The Council has an on-going requirement to carry out Minor Electrical Works to individual housing properties and public buildings owned by the Council.

3.7.3 Details Of The Services To Be Provided

The services include minor electrical works in housing properties and public buildings including but not exclusive to the following:

- a) rewiring
- b) removal and replacement of power fittings, equipment and cabling
- c) removal and replacement of light fittings and cabling
- d) removal and replacement of miscellaneous electrical equipment and cabling

3.7.4 Company Registration/ Staffing Requirements

Tenderers shall have the following registration and all Engineers shall have the minimum qualification requirement of that registration:

SELECT or NICEIC.

3.7.5 Specification for Minor Electrical Works

All minor electrical works will be carried out in full accordance with the following:

IEE Wiring Regulations (latest edition).

BS 7671:2008 (2011)

3.7.6 Hours of Working (Monday to Friday)

All minor electrical works will be carried out between the hours of

8.00am to 5.00pm (Monday to Friday)

The Contractor will be allowed access to each site at the times indicated above. Requests to alter the times shown should be made to the Contract Administrator, and will only be permitted with the Contract Administrator's prior written approval.

3.7.7 Valuation Requirements

Attached to each valuation the Contractor shall submit an excel spreadsheet detailing the labour hours, the materials used along with a list of any plant.

A copy of an acceptable valuation format is included in Appendix 7C.

3.7.8 Contract Management / Performance Management Processes

The Contractor's Contract Manager will monitor and review the quality of the Services provided and will meet with the Council on a monthly basis to discuss operational matters.

The Contractor's Contract Manager will supply a monthly report detailing work done since the last monthly review meeting and action taken in respect of any matter. The monthly report shall be submitted to the Council no later than 5 days prior to the date of the monthly meeting.

For the purposes of the monthly meeting, performance measures shall be established by the Bidder and the Council of all aspects of the service provision. These measures shall be agreed by both parties and will be refined/added to/replaced by mutual agreement at the monthly review meetings.

The monthly reports shall form the basis of the discussions during the monthly review meeting.

On a quarterly or 6-monthly basis a Performance Review meeting will be held to jointly review and score the Key Performance Areas based on information and evidence collected for the period. This will also include information noted at the monthly operational meeting.

As part of this quarterly/six monthly measurement event, information will be presented by the Council and Service Provider, under the following areas:

- Quality
- Service
- Delivery Timescales
- Cost

3.8 Lot 8 – Electrical Rewires to Void Properties

3.8.1 Related Documents

The Specification shall be read in conjunction with this ITT, including the Preliminaries/General Conditions/Supplementary Conditions contained in Appendix A and The Schedule of Rates in Appendix 8B. If the Contractor discovers a discrepancy between this Specification and related documents the Contract Administrator shall be informed.

3.8.2 Background to the Requirement

The Council has an on-going requirement to carry out Electrical Rewire Works to individual void housing properties.

3.8.3 Details Of The Services To Be Provided

The works include disconnecting and removing existing installations along with the installation of new circuits, accessories and equipment.

The works include but are not exclusive to: the removal and installation of: lighting circuits, power circuits, all electrical accessories, fittings and switches, distribution boards/consumer units, trunking, smoke alarms, bell circuits, RCBO's, and MCB's.

The Contractor shall include in the submitted rates for:

- Supply, delivery, unloading and safe storage of all materials.
- Supply, erection and connection of all materials necessary for the operation of the electrical system to form a complete and working system.
- A 12 month maintenance period commencing at the date of completion of the system. The Contractor shall include in the submitted rates for all maintenance costs for the entire 12 month period.
- All necessary plant associated with the electrical installation.
- Provision of all labour and staff resources.
- Testing and commissioning.
- Handover procedures.
- The provision of as fitted drawings, O&M manuals and maintenance instructions on completion of the installation.
- On-site instruction to the Contract Administrator or Tenant on the operation and testing procedures for the smoke alarm.
- On-site instruction to the Contract Administrator or tenant on the re-setting procedure for RCD's and MCB's.

3.8.4 Company Registration/ Staffing Requirements

Tenderers shall have the following registration and all Engineers shall have the minimum qualification requirement of that registration:

SELECT or NICEIC.

3.8.5 Regulations

This section covers general requirements applicable to the works, standards to be achieved, statutory regulations, compliance with regulations, etc.

The works shall be in full accordance with the current editions of:

- IEE Wiring Regulations BS7671:2008.
- British Standard Specifications.
- Factories Act.
- Building Standards (Scotland).
- The Electricity at Work Regulations 1989.
- ISO BS 9001 EMC Directive.
- Fire Detection BS 5839-6 2004.
- Testing and provision of test certificates to be in accordance with BS 7671:2008 Part 6.
- All earthing shall comply with BS 7671:2008 Part 5.
- Housing for varying needs – A design guide.

3.8.6 Programme

Each Electrical Rewire Installation shall be ordered on an as required basis. It is envisaged that be approximately 200Nr installations per year will be ordered by the Council as part of any “call off” contract. However, this figure is not guaranteed in any way, and the Council is under no obligation to order any number of Electrical Rewires as part of any “call off” contract.

The Contractor shall ensure that each Rewire to each property is completed and fully operational within the following timescales:

<u>Property type</u>	<u>Timescale for completion</u>
Bedsit	1 day
1 Bedroom property	1.5 days
2 Bedroom property	2 days
2 Bedroom, 2 storey property	3 days
3 bedroom property	4 days
3 bedroom, 2 storey property	4 days
4 bedroom property	5 days
4 bedroom, 2 storey property	5 days
5 bedroom, 2 storey property	5 days

3.8.7 Installation

The cabling installation for all items of equipment shall be concealed within the building structure.

All accessory boxes shall be of metal/plastic construction and be flush mounted wherever possible. Flush mounted boxes shall be fitted on plasterboard and lathe walls. The Contractor shall not fit surface boxes on plasterboard and lathe walls.

Mounting heights

Sockets: 450mm to bottom of outlet box. Adjacent accessories are to be top aligned.

Socket control switches: 100mm above kitchen worktop to bottom of outlet box. Adjacent accessories to be top aligned.

Door bell sounders: 1800mm to bottom of box.

Light switch controls: 1200mm to bottom of outlet box. Adjacent accessories are to be top aligned.

3.8.8 General Power

Living Room; 5Nr twin switched socket outlets (2 located at TV outlet).

Each Bedroom; 3Nr twin switched socket outlets.

Hallway ground floor; 1Nr twin switched socket outlet.

Hallway first floor; 1Nr twin switched socket outlet.

Kitchen; 4Nr twin switched sockets.

Kitchen; 1Nr double pole switch, switch outlet at low level (refrigerator), radial circuit.

Kitchen, 1Nr double pole switch, socket outlet at low level (washing machine), radial.

Kitchen, 1Nr double pole switch, outlet within cupboard (water heater), radial.

Kitchen; 1Nr fused spur outlet (Boiler) radial circuit.

Kitchen; 1Nr fused spur outlet (Extract fan) spur circuit, flex outlet at high level adjacent to fan.

Kitchen controller for central heating.

All cables to be concealed within the building structure and mini trunking where applicable.

Kitchen; sockets to be wired using 2.5 mm LSF twin and earth cable to form a ring circuit.

Living room, bed rooms and hallway sockets to be wired using 2.5 mm LSF twin and earth cable to form a ring circuit.

The washing machine, refrigerator, and water heater are to be individually wired using 2.5 mm LSF twin and earth cable.

The gas boiler is to be individually wired using 2.5mm LSF multi-core and earth cable.

Gas boiler control circuits to be wired using 1.5mm LSF multi-core and earth cable.

The existing cooker control circuit to be retained.

The cooker outlet is to be wired from the cooker control switch using 10mm LSF multi-core and earth cable.

Cooker control switch, refrigerator switch, water heater switch, washing machine switch, fan switch, boiler switch and dishwasher switch shall be engraved to indicate purpose.

All cables to be to BS 7211 LSF and BASEC certified.

The Contract Administrator shall inform the Contractor of socket outlet positions.

3.8.9 Lighting

All living rooms and bedrooms shall be wired using 1.5mm LSF multi-core and earth cable to form 1Nr circuit.

All hallways, bathrooms, kitchens and cupboards shall be wired using 1.5mm LSF multi-core and earth cable to form 1Nr circuit.

Lamps are to be supplied and fitted to all pendants. All lamps shall be low energy fluorescent and have a minimal equivalent to a 100 Watt tungsten lamp.

An external 23w LED luminaire complete with lamp is to be installed at the front door to each property. Where the property has a back door a second, same luminaire shall be installed. Both luminaires shall be switched from the hallway.

An ASD Centro Circo light fitting; ref CE3/WL14 is to be fitted to bathrooms.

3.8.10 Extract fan

Existing extract fans are to be retained.

The bathroom fan shall be wired from the lighting circuit and shall be controlled from a 3 pole switch located outwith the bathroom. A fused flex outlet plate shall be mounted adjacent to the fan. The final connection to the fan shall be concealed within the building structure.

The kitchen fan wiring shall be spurred from the kitchen ring main circuit.

All cables to be BS 7211 LSF and be BASEC certified.

3.8.11 Door bell

An underdome bell shall be fitted in the hallway, operated from an external bell push. The transformer is to be integral to the consumer unit. This system is to be wired using 50v rated twin copper PVC sheathed bell wire.

3.8.12 Smoke Detector

Smoke detectors within the living room, ground floor hallway and first floor hallway to be wired using 1.0mm LSF multi-core and earth cable connected to the live side of the hallway lighting circuit.

All smoke detectors shall sound on alarm condition status.

Inter-connecting wiring between detectors shall be 1.0mm FP 200 cable.

A smoke detector shall be located in the hallway of the ground floor, hallway of the first floor and within the living room. The smoke detectors shall be manufactured by AICO or equal and approved.

An optical detector shall be fitted in the hallway or living room adjacent to the kitchen. All other detectors fitted shall be ionisation detectors.

All smoke detectors shall comply with BS 5446-1:2000. All cables shall be to BS 7211 LSF and carry BASEC certification.

3.8.13 Switchgear

Switch gear shall comply with:

BS 5486:1991: Low voltage switchgear and control gear assemblies. Specification for particular requirements of fuseboards.

BS EN 60947: 2003: Specification for low-voltage switchgear and control gear. Circuit breakers.

BS 88: HRC fuses.

BE EN 60898:1991: Specification for circuit breakers for overcurrent protection for household and similar installations.

BS 4293:1983: Specification for residual current operated circuit breakers.

The consumer unit within each flat shall be metal clad and be complete with all necessary MCB, RCBO's, bell transformer, meter tails etc. The consumer unit shall be manufactured by Wylex or equal and approved.

A 25% spare capacity shall be included in the design of the consumer unit.

3.8.14 Earthing

The entire installation shall be earthed and bonded in accordance with BS 7671:2008

3.8.15 Flexible Cords

All flexible cords associated with lighting pendants shall comply with BS 6141:1991.

Specification for insulated cables and flexible cords for use in high temperature zones.

All cables will be multi core and earth type with a minimal conductor size of 1.0mm.

All flexible cords associated with final power connections shall comply with BS 6500:2000: Electric cables. Flexible cords rated up to 300/500V, for use with appliances and equipment intended for domestic, office and similar environments.

All cables will be multi core and earth type with a minimal conductor size of 2.5mm.

3.8.16 Accessories

All lighting, power accessories and fixing boxes shall comply with:

- BS 4662:2006 and A1:2009 boxes for flush mounting of electrical accessories. Requirements, test methods and dimensions.
- BS 5733:2009: General requirements for electrical accessories.

All accessories shall be manufactured by either MK, Volex or equal and approved.

3.8.17 Completion Certificates and Testing

After satisfactory completion of the acceptance tests prescribed above, the Electrical Contractor shall supply to the Contract Administrator the Test Certificate. All certificates shall be typed and signed in ink and be the original version.

3.8.18 Operating Manuals and Maintenance Instructions

In order to ensure that a permanent record is available of the method of operation of the various installations to be installed under the contract, the Electrical Contractor shall hand over to the Contract Administrator, draft copies of all test certificates, operating manuals and maintenance instructions for approval.

3.8.19 Approval of Materials, Workmanship and Compliance

All materials, articles, etc. referred to shall, at the discretion of the Contract Administrator, be subject to the approval of samples, and the Electrical Contractor shall submit samples before commencement of work if requested .

The Contractor at the Contract Administrator's request shall carry out any testing required on any material to prove soundness and efficiency. Testing shall be carried out at the Contractor's own expense.

If any material or work after being tested is considered defective or unsatisfactory by the Contract Administrator and/or not in accordance with the specification, such defect shall be corrected by the Contractor to the satisfaction of the Contract Administrator.

3.8.20 Downtakings

Redundant materials will be removed from site on a daily basis. The copper cable shall be recycled and discounted from the contract.

Disposal of all materials shall be in accordance with SEPA guidelines.

3.8.21 Snagging

All snagging shall be carried out timeously. Payment for completion shall be declined until all snagging has been completed to the satisfaction of the Contract Administrator.

3.8.22 Call Out

The Electrical Contractor shall respond to any call out for repair work within a 2 hour period during normal week day hours.

3.8.23 Contract Management / Performance Management Processes

The Contractor's Contract Manager will monitor and review the quality of the Services provided and will meet with the Council on a monthly basis to discuss operational matters.

The Contractor's Contract Manager will supply a monthly report detailing work done since the last monthly review meeting and action taken in respect of any matter. The monthly report shall be submitted to the Council no later than 5 days prior to the date of the monthly meeting.

For the purposes of the monthly meeting, performance measures shall be established by the Bidder and the Council of all aspects of the service provision. These measures shall be agreed by both parties and will be refined/added to/replaced by mutual agreement at the monthly review meetings.

The monthly reports shall form the basis of the discussions during the monthly review meeting.

On a quarterly or 6-monthly basis a Performance Review meeting will be held to jointly review and score the Key Performance Areas based on information and evidence collected for the period. This will also include information noted at the monthly operational meeting.

As part of this quarterly/six monthly measurement event, information will be presented by the Council and Service Provider, under the following areas:

- Quality
- Service
- Delivery Timescales
- Cost

4 Strategic Requirements

4.1 Intended Timetable

The intended timetable for this procurement is as follows:-

ACTIVITY	ESTIMATED DATE
Invitation to Tender Advertised	22nd January 2016
Deadline for Responses	11th March 2016
Commencement of Standstill Period	4 th April 2016
Contract Award Date	18 th April 2016
Commencement of Contract	16 th May 2016

Please note that the above timetable is only an estimate at this stage and is likely to vary depending on the level of Responses received by the Council.

4.2 Responsibility for Sub-Contractors

In the event that the successful Tenderer sub-contracts any of the Services then that Tenderer must take full responsibility for and act as prime contractor in relation to all sub-contractors who perform part of the Services, but must not restrict direct communications between the Council and any approved sub-contractor.

Tenderers must also be prepared to provide copies of all sub-contracts if required by the Council.

The successful Tenderer must specify, and be ready to apply, contingency measures to cover the Council in the event of a sub-contractor's non-performance or failure.

4.3 Payment

Payment shall be made in accordance with the Preliminaries/General Conditions/Supplementary Conditions in Appendix A.

4.4 Change in Information Submitted in Response

Tenderers must notify the Council immediately in writing if there is any change in the information submitted as part of a Response at any time during this procurement process. Any change which shall be considered material by the Council in the identity or control of a Tenderer, or in the eligibility of the Tenderer may lead to its disqualification unless the change is approved by the Council.

4.5 Expenses

The Council shall not be responsible for, or pay any expenses or losses which may be incurred by any Tenderer in the preparation and submission of their Response.

4.6 Legal Notice

By receiving this ITT, the recipient agrees to keep permanently confidential the information contained herein or made available in connection with any further enquiries (the "Information Provided"). The Information Provided may be made available only to a Tenderer's employees and professional advisors directly involved in the appraisal of such information. The Information Provided shall not, either in whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of the Council, nor may it be used for any other purpose than that for which it is intended.

Although every care has been taken in preparing the ITT, no representation, warranty or undertaking, express or implied, is or will be made and no responsibility or liability will be accepted by the Council or by any of its officers, employees, servants, agents or advisors ("Connected Persons") as to the accuracy or completeness of the ITT or any other written or oral information available to any interested party or its advisors. Any liability, however arising, is expressly disclaimed.

Data provided by the Council or Connected Persons to interested parties will be given in good faith but interested parties will have to make their own investigations and interpretations and no liability will be accepted by the Council or any Connected Persons for the accuracy or completeness of the data.

Neither the receipt of this ITT by any person nor any information contained in it or distributed with it are subsequently communicated to any interested party or its advisors is or is to be taken as constituting the giving of investment advice by the Council or any Connected Persons.

No information contained in this document or any other written or oral information made available by the Council to any interested party or its advisors shall form the basis for any warranty, representation or term of any contract between the Council and any other party.

Nothing in this document is, or should be relied upon, as a promise or representation as to the future. The Council reserves the right, without prejudice, to change the procedure for the project competition or any of the requirements or information in relation the project.

The Council reserves the right not to follow up this ITT in any way and/or to withdraw from the tender process and no expense incurred by any person in responding to the ITT and preparing an expression of interest will be reimbursed and neither the Council nor Connected Persons will be so liable to any Tenderer. The Council reserves the right not to award a contract.

Finally, nothing in this document or any other documentation to be issued by the Council as part of this ITT and/or the procurement procedure shall constitute a contract or any form of legally binding agreement between the Council and any Tenderer for the provision of the Services specified in this ITT. Any contract to follow hereon shall be notified in writing and agreed between the Council and the successful Tenderer, if any.

Tenderers are reminded that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or a reward to any servant of a public body.

4.7 Contractual Requirements

Tenderers should note that the Conditions of Contract attached at Section 5 constitute the Contract to follow hereon and represent the basis on which the Council is prepared to contract for the provision of the Services.

By submitting a Response to the ITT, Tenderers are confirming (1) acceptance of these Conditions of Contract, and (2) their ability to comply with the Conditions of Contract.

Tenderers must ensure that they are fully aware of all relevant statutory, regulatory and other requirements, and should seek any necessary advice before submitting a Response.

5 Conditions of Contract

The Framework Agreement Terms and Conditions relating to this ITT are attached at Appendix C. The Call-Off Contract or Contracts to flow from the Framework Agreement shall be in accordance with The SBCC Measured Term Contract for use in Scotland 2011, as detailed within the “Preliminaries/General Conditions/Supplementary Conditions” in Appendix A and in addition, the Supplementary Conditions contained therein.

6 Selection Questionnaire

A. ORGANISATION INFORMATION

A1. Full Legal name of organisation making application	
A2. Contact Name of person applying on behalf of the organisation.	
A3. Contact Position (e.g. Director, sole proprietor etc.). If you are an Agent acting on behalf of another organisation give details of your own company and its professional relationship with organisation who intend to carry out the contract.	
A4. Postal Address for all Correspondence	
A5. Email Address for all Correspondence	
A6. Telephone Number	
A7. Fax Number	
A8. Specify whether your organisation trades as a sole trader, partnership, private limited company, public limited company or other (please specify).	
A9. Company Number or alternative EU registration Number (if applicable).	
A10. VAT Registration Number or alternative EU registration Number.	

A11. Registered office (if applicable and different from the address at A2 above).	
A12. Please provide a copy of your certificate of enrolment on the professional or trade register under the conditions laid down by the laws of the Member State in which you are established (for example the UK Register of Companies, and the number of years in business, or declaration of oath, or solemn declaration).	copy enclosed <input type="checkbox"/>
A13. Please provide details of the names and responsibilities of each of the Directors or Partners of your organisation.	
A14. Is any employee or officer of your organisation: <ul style="list-style-type: none"> • currently employed or has previously been employed by the Council? • a Councillor, or has previously been a Councillor with the Council? • has a relative(s) who is a Councillor or a Senior Officer with the Council. (If so, please give details).	Yes, details enclosed separately <input type="checkbox"/> or No <input type="checkbox"/>
A15. Has any employee or officer of your organisation had any involvement in any other organisation providing services to the Council? If so, state in what capacity.	Yes, details enclosed separately <input type="checkbox"/> or No <input type="checkbox"/>
A16. If your organisation is a member of a group of companies, give the names and addresses of the ultimate holding company and any other subsidiaries involved in services associated with those offered by you to the Council.	Yes, details enclosed separately <input type="checkbox"/> or No, not part of group <input type="checkbox"/>
A17. Please give a description of your organisation's trading history (including details of its foundation and number of employees).	details enclosed separately <input type="checkbox"/>
A18. Please state your organisation's previous experience in delivering similar services to that described for each particular lot tendered for.	details enclosed separately <input type="checkbox"/>

<p>A19. Please provide details of any mergers and acquisitions in the last three years which have resulted in a significant change in the nature or your organisation's business.</p>	
<p>A20. What business activity, other than the provision of the services sought by the Council in this procurement process does your organisation undertake to any significant extent? Please provide details.</p>	
<p>A21. Is your organisation a member of any trade organisation or professional association? If yes, please provide details.</p>	<p>Yes, details enclosed separately <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>
<p>A22. Does your organisation operate a training policy? If yes, please provide a copy of the policy including the name(s) and qualifications of nominated Training Officer(s).</p>	<p>Yes, details enclosed separately <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>
<p>A23. If you are applying on behalf of a consortium, please complete the following</p> <p>Name, address and organisation details for each consortium member:</p> <p>Identify which part(s) of the contract each consortium member will deliver.</p> <p>(Please note if you are applying on behalf of a consortium the questionnaire will be evaluated on the basis of the details supplied in the questionnaire and, if shortlisted, an Invitation to Tender will be issued to the nominated lead organisation only. Contracts will normally be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute the contract together with all ancillary documentation, evidencing their joint and several liability in</p>	<p>Yes, details enclosed separately <input type="checkbox"/></p> <p>or</p> <p>No, not part of a consortium <input type="checkbox"/></p>

respect of the obligations and liabilities of the contract. It will be for members of the consortium to sort out their respective duties and liabilities amongst each other. For administrative purposes, any associated documentation will be sent to the nominated lead organisation.

Failure to disclose information relevant to this Section may result in your exclusion from this competition or the termination of any contract that may be awarded to you.

B CRITERIA FOR REJECTION OF ECONOMIC OPERATORS

Have any of the directors, partners or any other person who has powers of representation, decision or control of the organisation ever been convicted of any of the following offences? If you answer yes to any of these questions please give details. Please note that by virtue of the Rehabilitation of Offenders Act 1974 (Exclusions and Exceptions) (Scotland) Amendment Order 2007 information in relation to spent convictions is also required to be disclosed.

<p>B1. The common law offence of conspiracy where the conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B2. Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B3. Bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003 where the offence relates to active corruption, or bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

<p>B4. The common law offence of incitement to commit a crime;</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B5. Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Communities, within the meaning of:</p> <ul style="list-style-type: none"> • the offence of cheating the Revenue; • the common law offence of fraud; • the common law offence of theft or fraud; • fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006; • fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994; • an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; • the common law offence of uttering; or • the common law offence of attempting to pervert the course of justice; 	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B6. Money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002 or the Money Laundering Regulations 2007, or an offence in connection with proceeds of drug trafficking within the meaning of sections 49, 50 or 51 of the Drug Trafficking Act 1994; or;</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B7. Any other offence within the meaning of Article 45(1) of EC Directive 2004/18 as defined by the national law of any relevant state.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

Please answer yes or no to the following questions: If you answer yes to any of these questions please give details (including where relevant any remedial action undertaken).

B8.

Are you an individual in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restriction order or a debt relief restriction order made against them or has made any composition or arrangement with or for the benefit of creditors or has made any conveyance or assignment for the benefit of creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986(d), or article 242 of the Insolvency (Northern Ireland) Order 1989(e), or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of your estate, or is the subject of any similar procedure under the law of any other state?

Yes

No

<p>B9. Is the organisation a partnership constituted under Scots law that has been granted a trust deed or become otherwise apparently insolvent, or the subject of a petition presented for sequestration of its estate?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B10. Is the organisation a company or any other entity within the meaning of section 255 of the Enterprise Act 2002(f) which has passed a resolution or is the subject of an order by the court for the company's winding-up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar proceedings under the law of any other state?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B11. Has the organisation been convicted of a criminal offence concerning its business or professional conduct by a judgement which has the force of res judicata?¹</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B12. Has the organisation committed an act of grave misconduct in the course of its business or profession?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B13. Has your organisation ever compiled, used, sold or supplied a prohibited list which: (a) contains details of persons who are or have been members of trade unions or persons who are taking part or have taken part in the activities of trade unions, and (b) is compiled with a view to being used by employers or employment agencies for the purposes of discrimination in relation to recruitment or in relation to the treatment of workers within the meaning of The Employment Relations Act of 1999 (Blacklists) Regulations 2010?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>B14. Has your organisation ever refused a person employment a) because he is, or is not a member of a trade union, or b) because he is unwilling to accept a requirement (i) to take steps to become or cease to be, or to remain or not to become, a member of a trade union, or (ii) to make payments or suffer deductions in the event of his not being a member of a trade union within the meaning of Section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

¹ A matter already settled in court

B15. Has your organisation breached The Data Protection Act 1998 or been served with an enforcement notice in relation to unlawfully processing personal data in connection with any blacklisting activities?	Yes <input type="checkbox"/> No <input type="checkbox"/>
B16. Has the organisation failed to fulfil obligations relating to the payment of social security contributions in accordance with the legal provisions of the United Kingdom or the country in which it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/>
B17. Has the organisation failed to fulfil obligations relating to the payment of taxes in accordance with the legal provisions of the United Kingdom or the country in which it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/>
B18. Is the organisation in relation to procedures for the award of a public services contract, licensed in the relevant State in which the economic operator is established or is it a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member; or Is the organisation, subject to paragraphs (7), (8) and (9), of Regulation 23(1) and 23(4) of the Public Contracts Scotland Regulations 2012 registered on the professional or trade register of the relevant State specified in Schedule 6 in which that economic operator is established under conditions laid down by that State?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Note: Failure to disclose information relevant to this section or serious misrepresentation in relation to the information disclosed may result in your exclusion from this competition or the termination of any contract that may be awarded to you.

C. ECONOMIC AND FINANCIAL STANDING & TECHNICAL / PROFESSIONAL ABILITY

<p>C1. Please state the name(s) and address(es) of your banker(s).</p>	
<p>C2. Organisation Accounts</p> <p>(a) provide copies of audited accounts for the last 2 full years of trading, as submitted to the Inland Revenue. These must relate to the business which will undertake the contract.</p> <p>(b) if the last set of audited accounts are more than 12 months out of date, please submit unaudited accounts for that period along with a certified statement by your financial director.</p>	<p>Details enclosed separately <input type="checkbox"/></p>
<p>C3. Please provide a declaration from your finance director that you have fulfilled your obligations relating to payment of taxes and social security contributions in accordance with the legal provisions of the country in which you are established.</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>Details enclosed separately <input type="checkbox"/></p>
<p>C4. Who is the person to whom any financial queries should be addressed (if different from the person named in A2 above)?</p>	<p>Telephone Number:</p> <p>Fax Number:</p>
<p>C5. Are there any claims or litigation outstanding against your organisation?</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>Yes, details enclosed separately <input type="checkbox"/></p> <p>or</p> <p>No, none <input type="checkbox"/></p>

C6.

Has any Director been involved in any firm which has been liquidated or gone into receivership?

NB where responding on behalf of a consortium then these details should be provided for each consortium member

Yes, details enclosed separately

or

No, none

C7.

Please supply details of your insurance cover. If your existing cover is less than the cover required by the Council for this contract please confirm that additional cover will be obtained.

Employers Liability Insurance:

For each "call off" contract the Council requires a minimum Employers Liability Insurance cover of £5,000,000.00 to comply with all relevant statutory requirements

Public Liability (Third Party) Insurance:

For each "call off" contract the Council requires a minimum Public Liability (Third Party) Insurance cover of £5,000,000.00

Professional Indemnity Insurance:

With regards to Lot 1 – Fire Alarm Testing and Repairs only, the Council requires a minimum Professional Indemnity Insurance cover of £2,000,000.00

Yes, we would be willing to provide these insurances if we were successful

(tick)

Or

No, we would not be able to provide this (please note this would disqualify you from the tender process) (tick)

Insurer:

Policy No:

Extent of Cover (£) (incl. detail of whether this figure is in the cumulative or for any one event):

Expiry Date:

Insurer:

Policy No:

Extent of Cover (£)(incl. detail of whether this figure is in the cumulative or for any one event):

Expiry Date:

Insurer:

Policy No:

Extent of Cover (£)(incl. detail of whether this figure is in the cumulative or for any one event):

Expiry Date:

Insurer:

<p>C8. Where applicable, would the consortium or the ultimate holding company be prepared to guarantee your contract performance as its subsidiary?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>or</p> <p>Not applicable <input type="checkbox"/></p>
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<p>C9. Has your organisation in the last three years:</p> <p>(a) Had to pay financial penalties in respect of failure to perform or suffered a deduction for liquidation and ascertained damages in respect of any contract held?</p> <p>(b) Had a contract terminated or your employment determined under the terms of the contract?</p> <p>(c) Had a contract not renewed because of failure to perform to the terms of the contract?</p> <p>(d) Had a contract ended prematurely by mutual agreement, following allegations of default on the part of your organisation?</p> <p>(e) Withdrawn from a contract prematurely?</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p> <p>If your answer to any of above sections (a) to (e) inclusive is yes, please provide general information.</p>
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<p>C10. (a) During the last five years, has your organisation been convicted of a contravention of Health and Safety legislation? If so, please give full details.</p> <p>(b) During the last five years, has your organisation either been the subject of a formal investigation by an enforcing authority or received any prohibition or improvement notices under the Health and Safety legislation or similar official means of enforcement? If so, please give full details.</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member.</p>	<p>Yes <input type="checkbox"/></p> <p>or <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>or <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>C11. Please provide a statistical breakdown of your organisation's accident reports for the last five years.</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member.</p>	<p>Details enclosed separately <input type="checkbox"/></p>
<p>C12. Freedom of Information Scotland Act (2002) (FOISA)</p> <p>FOISA shall apply to this Tender process and any contract to follow hereon.</p> <p>In the opinion of your organisation, is any information submitted to the Council within your Response subject to an exemption and thus exempt from disclosure in terms of FOISA? If so, please provide full details.</p>	<p>Yes, details provided <input type="checkbox"/></p> <p>or <input type="checkbox"/></p> <p>No,none <input type="checkbox"/></p>
<p>C13. Is it your policy as an employer to comply with the obligations contained in The Equalities Act 2010 and, accordingly, your practise not to treat one group of people less favourably than other groups because of their gender, colour, race, nationality, ethnic origin, marital status, age, sexual orientation or religious beliefs nor</p>	<p>Yes <input type="checkbox"/></p> <p>or <input type="checkbox"/></p> <p><input type="checkbox"/></p>

<p>to discriminate against disabled persons in relation to decisions to recruit, train, or promote employees?</p>	<p>No</p>
<p>C14. In the last five years, has your organisation been the subject of formal investigations on grounds of alleged unlawful discrimination and has any finding of unlawful discrimination been made against your organisation in any court or tribunal? NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>

<p>C15. Can you give examples of where your organisation has made a reasonable adjustment to comply with the Disability Discrimination Act 1995?</p>	<p>Yes <input type="checkbox"/></p> <p>or <input type="checkbox"/></p> <p>Details enclosed separately <input type="checkbox"/></p>
<p>C16. Is your organisations policy on age, gender, colour, race, nationality, ethnic origin, martial status, religious beliefs, sexual orientation and disability relations set out:-</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees or representative groups of employees?</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p>	<p>Yes <input type="checkbox"/></p> <p>or <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>or <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>or <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>C17. It is a requirement of this procurement exercise that bidders must be members of the following trade or professional body:</p> <p>Lot 1 - NSI/NACOSS GOLD, BAFE or equivalent. In addition, SELECT, or NICEIC. Lot 2 – SELECT, or NICEIC. Lot 3 – CAI or equivalent. Lot 4 – SELECT or NICEIC. Lot 5 – SELECT or NICEIC. Lot 6 – SELECT or NICEIC. Lot 7 – SELECT or NICEIC. Lot 8 – SELECT or NICEIC.</p> <p>It is requirement of this Contract that contractor / sub-contractor responsible for carrying out the above mentioned works must have membership of the abovementioned trade body.</p>	<p>Yes, We already have this and our certificate is enclosed <input type="checkbox"/></p> <p>We do not currently have but are willing to obtain <input type="checkbox"/></p> <p>No, we do not have and we are not willing to obtain <input type="checkbox"/></p>

<p>C18.</p> <p>If sub-contractors are being proposed:</p> <p>Tenderers must provide information on which parts of the contract they propose to sub-contract to third parties and must identify such third parties and be prepared to provide copies of all sub-contracts if requested by the Council.</p> <p>Tenderers must state the methodology which they as Prime Contractor will use to manage the sub-contractors and co-ordinate their efforts during the implementation phase of the project in order to satisfy the Council that the company has appropriate procedures in place to ensure effective and efficient management of subcontractors.</p>	<p>Details enclosed separately</p> <p><input type="checkbox"/></p> <p>or</p> <p>We do not intend to sub-contract</p> <p><input type="checkbox"/></p>
<p>C19.</p> <p>Tenderers must demonstrate how the Services will be managed and/or the product developed in accordance with either:-</p> <ul style="list-style-type: none"> • ISO 9001 or • An alternative management system which will ensure that contractual requirements can be met and that conformity to equivalent quality standards is assured. <p><u>Note, where the relevant quality system is independently certificated and registered:</u></p> <ul style="list-style-type: none"> • Tenderers must ensure that they specifically detail how the scope of supply detailed on the above certificates cover, activities relating to nature of the contract to be let and all goods and services intended to be supplied under this Tender. <p>A copy of the current scope of registration and certificate must be provided where the relevant</p>	<p>Details enclosed separately</p> <p><input type="checkbox"/></p>

quality system is independently certificated and registered.)	
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C20 Equal Opportunities

For organisations working outside of the UK these questions relate to equivalent legislation in the country that the organisation is located.

A	<p>Does your organisation comply with your statutory obligations under the Equality Act 2010?</p> <p>Guidance The evaluation team may not be able to select a bidder that fails to meet statutory Equalities obligations, whether these statutory obligations are within the UK jurisdiction or related to equivalent legislation in the country in which the organisation is located.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
B.	<p>If relevant to the status of your organisation i.e. if you have more than 5 staff, then please attach a copy of your Equality and Diversity policy and/or equal opportunities policy with your tender response.</p>	<p>Details enclosed separately</p> <input type="checkbox"/>
C.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in jurisdiction other than the UK)?</p> <p>Guidance The evaluation team may not be able to select a bidder to tender if it has been found to have unlawfully discriminated in the last three years unless it has provided compelling</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	evidence that it has taken robust and appropriate action to prevent similar unlawful discrimination reoccurring.	
D.	If you answered 'yes' to the above question provide a summary of the finding or judgement and explain what action you have taken to prevent similar unlawful discrimination from reoccurring.	Details enclosed separately <input type="checkbox"/>
E.	<p>In the last three years, has your organisation had a complaint upheld following a formal investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in a jurisdiction other than the UK), on grounds of alleged unlawful discrimination?</p> <p>Guidance The evaluation team may not be able to select a bidder if a complaint was upheld following investigation, unless robust and appropriate action has been taken to prevent similar unlawful discrimination from re-occurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
F.	If you answered 'yes' provide a summary of the nature of the investigation and an explanation of the outcome (so far) of the investigation. If the investigation upheld the complaint against your organisation, provide an explanation of what action (if any) you have taken to prevent unlawful discrimination from	Details enclosed separately <input type="checkbox"/>

	reoccurring.	
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C21 – Health and Safety		
A	Please provide details of how you propose to manage Health and Safety and assure it remains a top priority in relation to any contract to flow from this ITT.	Details enclosed separately <input type="checkbox"/>
B	Please provide details of how you would propose to approach risk assessment In relation to this contract	Details enclosed separately <input type="checkbox"/>
C	<p>Give the name and designation of the Officer responsible for health and safety for this contract. Please enclose a Curriculum Vitae relating to this/these person(s). Name of Officer:</p> <p>If different from above, give the name of person(s) who would assist in undertaking the measures needed to comply with the requirements imposed by statute. Enclose a Curriculum Vitae relating to this/these person(s). Name(s)</p>	Details enclosed separately <input type="checkbox"/>

Note: Failure to disclose information relevant to this Section or serious misrepresentation in relation to the information disclosed may result in your exclusion from this competition or the termination of any contract that may be awarded to you.

7 Award Questionnaire (Tenderers are required to complete one questionnaire for each lot they are bidding for).

Please tick in the table below all the lots that you are bidding for,

Lot	Bidding for (√)
Lot 1 - Fire Alarm Testing, Maintenance and Repairs:	
Lot 2 - Emergency Lighting Testing, Maintenance and Repairs:	
Lot 3 - TV Aerials and Satellite Dish Repairs	
Lot 4 – Controlled Door Entry Systems Repairs	
Lot 5 – 10 Year Electrical Checks and Repairs to Individual Occupied Properties and Communal Areas	
Lot 6– 10 Year Electrical Checks and Repairs to Void Properties and Communal Areas	
Lot 7 – Minor Electrical Works	
Lot 8 – Electrical Rewires to Void Properties	

D. TECHNICAL MERIT

QUESTION	TENDERER'S ANSWER	QUESTION SUB-WEIGHT
<p>D1. With reference to the specification in Part 3 for each lot tendered for, please state how you plan to deliver the Services.</p>	<p>Details enclosed separately</p> <input data-bbox="758 517 799 562" type="checkbox"/>	<p>40%</p>
<p>D2. Tenderers must submit written proposals how each tenderer proposes to provide the Contract Management for the particular lot tendered for. This shall include an organisational chart.</p>	<p>Details enclosed separately</p> <input data-bbox="758 741 799 786" type="checkbox"/>	<p>40%</p>
<p>D3. Tenderers must provide CV's of named management and specialist staff to be employed on any "call off" contract.</p> <p>For each individual named please give details of the status within your organisation, relevant qualification (with dates) and number of years in employment with your organisation and any other similar organisation(s) throughout the individual's career.</p>	<p>Details enclosed separately</p> <input data-bbox="758 1032 799 1077" type="checkbox"/>	<p>20%</p>

8 Price Schedule

The Schedule of Rates for each lot relating to this ITT is attached at Appendix B (with a number denoting the Lot). Tenderers are to complete the schedule of rates for each applicable Lot which tenderers wish to tender for, in full and return with the ITT. Failure to submit the applicable Schedule of Rates Appendix Lot in full will result in the Tenderer's ITT submission not being further considered for that individual Lot.

9 DECLARATION

CONTRACT NAME: TENDER FOR ELECTRICAL MAINTENANCE TERM FRAMEWORK 2016-18

Head of Legal & Democratic Services
Aberdeen City Council
Marischal College
Broad Street
Aberdeen
AB10 1AB

Sir/Madam,

I **[insert name]** of **[insert names and address of organisation]** do solemnly and sincerely declare as follows:-

1. I am the **[insert title e.g. Managing Partner]** of **[insert name of organisation]**;
2. I am fully conversant with the business activities of **[insert name of organisation]** and am authorised to issue a declaration on their behalf;
3. I hereby further certify that my attention has been drawn to the extract of the provisions of Regulations 23(1) and 23(4) of Scottish Statutory Instrument 2012, Number 88 (SSI 2012/88) (The Public Contracts (Scotland) Regulations 2012) and that I can state with complete certainty and based on my own knowledge and experience that, whilst I have held the position of **[insert]**, none of the rejection factors specified in Regulations 23(1) and 23(4) of SSI 2012/88 apply to **[insert name of organisation]** nor do I know of any other reason relating to these factors why **[insert name of organisation]** should not be selected to tender for **[insert brief description of proposed contract services]**;
4. I hereby further certify that:
 - (a) Having examined the above Invitation to Tender ("ITT") for the **[Services and/or Goods]**, we hereby offer to provide the **[Services and/or Goods]** in accordance with the ITT for the sums details in the enclosed Response, as the same may be modified by the contract to follow hereon.
 - (b) We undertake to complete the performance of the whole of the **[Services and/or Goods]** set out in the ITT within the times stated therein.
 - (c) We acknowledge that unless and until a formal contract is prepared and executed, this Response to your ITT, together with your written acceptance thereof, shall not constitute a binding Contract between us.
 - (d) We understand that you are not bound to accept the lowest, most economically advantageous or any Response you may receive.

- (e) We agree that our offer shall remain open for consideration for a period of 120 days from the date fixed for lodgement of Responses.
5. As the essence of tendering is that the Council shall receive bona fide competitive tenders from all those tendering, in recognition of this principle, we certify that this a bona fide Response, intended to be competitive, and that we have not fixed or adjusted the amount of the Response by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this Response, any of the following acts:-
- (a) Communicating to a person other than the person calling for those Responses the amount or approximate amount of the Response, except where the disclosures in confidence, of the approximate amount of the Response was necessary to obtain insurance premium quotations required for the preparation of the Response;
- (b) Entering into any agreement with any other person that he shall refrain from tendering or as to the amount of any Response to be submitted;
- (c) Offering or paying or giving or agreeing to pay or give, any sum or money or valuable consideration, directly or indirectly, to any person for doing or having done or causing or having caused to be done in relation to any other Response or proposed Response for the said work, any act or thing of the sort described above.
6. I further certify that the principles described in paragraph 5 (a) - (c) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender. Any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
7. I further certify that we have not canvassed or solicited any Member, Officer or Employee of the Council in connection with this tender process and that no person employed by us or acting on our behalf has done any such act. We further hereby undertake that we will not in future canvass or solicit any Member, officer or Employee of the Council in connection with the award of any contract which may follow hereon nor any other part of the process, any other tender or proposed tender or any other contract and that no person employed by us or acting on our behalf will do any such act.
8. I hereby certify that (1) the information supplied in this Response is accurate, to the best of my/our knowledge and understanding and (2) that we agree to be legally bound by the conditions and requirements set out in the ITT.

In this Response, the word “person” includes any persons and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

SIGNED: _____

ON BEHALF OF: _____

ADDRESS: _____

WITNESS (Signature): _____

WITNESS (Name): _____

WITNESS (Address): _____

DATED THIS: _____ day of _____ 2016

FAILURE TO SIGN AND COMPLETE ALL SECTIONS OF THIS DECLARATION WILL INVALIDATE YOUR RESPONSE AND IT WILL BE IMMEDIATELY DISQUALIFIED FROM THE TENDER EVALUATION PROCESS.

RETURNED DOCUMENTS CHECKLIST

TENDERERS MUST ENSURE THAT THE BELOW DOCUMENTS HAVE BEEN INCLUDED IN THEIR TENDER RESPONSE:

Item	Attached (✓)
Selection Questionnaire.	
Award Questionnaire.	
Completed Schedule of Rates for each Lot which the Tenderer wishes to submit a bid.	
Fully signed Declaration.	
Copies of Current Insurances.	
Copy of certificate of enrolment on the professional or trade register.	
Copies of audited accounts for the last 2 full years of trading, as submitted to the Inland Revenue.	
If the last set of audited accounts are more than 12 months out of date, unaudited accounts for that period along with a certified statement by your financial director.	
Declaration from finance director.	

Accident reports.	
Approach to risk assessment	
Health and Safety Officer's Curriculum Vitae	
Equality and diversity Policy (If applicable)	
Subcontractors information (If applicable)	