CONTRACT TITLE: Provision of Lift Consultancy Services

CONTRACT REFERENCE: NU/
Newcastle University

Invitation to Tender Document for The Provision of Lift Consultancy Services

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SECTION 1

Instructions for Tender Completion

1.1 The University of Newcastle upon Tyne trading as Newcastle University (referred to hereinafter as the "University") invites you to submit a tender for the execution of the work and/or supply of the goods/services described in the accompanying documents.

1.2 (a) **Alterations** - None of the documents may be altered by the Contractor. Any modification which the Contractor thinks is necessary is to be detailed in a separate letter accompanying the tender.

(b) **Alternative offers** – Contractors may submit an alternative offer which meets the university’s requirements where they feel it offers better value for money for the university.

(c) **Part Tendering** - Unless otherwise stated tenders need not necessarily be for all the areas detailed in the price schedule.

(d) **Submission of Prices** - The prices quoted should be firm and fixed prices inclusive of all costs, charges, taxes, customs, duties and other public dues except VAT and should include all delivery charges to the University of and should be in Sterling unless otherwise stated in the tender.

(e) **Acceptance** - The tender should remain open for a period of three calendar months from the date for submission.

1.3 **Submission of Electronic Documents**

(a) The University will only accept documents for tender placed on the Due North Tendering System to be received electronically unless explicitly stated otherwise in the Invitation to Tender, or agreed in writing, in advance of the closing time, with the University's Purchasing Services Office.

(b) A tender lodged electronically is deemed for all purposes to be the true and legal version, in writing, duly authorised and duly executed by the Contractor and intended to have binding legal effect. Electronic signatures are unnecessary due to the security built into the system.

(c) Tender submissions including all documents required with submission must be received in full prior to the ‘Respond By’ time stated in the ‘Submission Information’ in the Due North etendering System (including any supporting documents which it has been agreed can be submitted manually). This includes documents requested in any OJEU notices. **The University will not accept tenders received after this time.**

(d) Immediately prior to submitting a tender electronically the Contractor must check the electronic files making up the tender for viruses using fully current virus checking software and must remove all viruses from the files.
(e) If the electronic files containing the tender are corrupt, contain a virus or are unreadable for any reason, the tender will not be considered.

(f) Contractor’s acknowledge and accept the following in respect of electronically transmitted tenders:

- Lodgement of large electronic files may take time and as such they must allow sufficient time to fully transmit all files prior to the closing time;
- The University shall not be liable or responsible for the loss, damage, destruction or corruption of any tender, however caused;
- The University may not discover any corruption or unreadable files submitted via Due North until after the tender closing time;
- Faults in the Contractor’s system are not the responsibility of the University and no extension to the closing time will be made;
- The Server Clock displayed within the Due North Tendering System shall govern the time.

1.4 Interpretations

1.4.1 As used in this Invitation To Tender:

(a) the terms and expressions set out in the Invitation To Tender shall have the meaning ascribed therein;

(b) the masculine includes the feminine and the neuter; and

(c) the singular includes the plural and vice versa.

1.4.2 Headings are included in this Invitation To Tender for ease of reference only and shall not affect the interpretation or construction of the Invitation To Tender.

1.4.3 References to Clauses and Schedules are, unless otherwise provided, references to Clauses and Schedules in this Invitation to Tender.

1.5 Insurance

Contractors should provide copies of any appropriate Insurance Certificates e.g. Public Liability Insurance, Employers Liability Insurance, All Risks Insurance etc, with their tender submission.

1.6 Policies

Contractors are requested to please provide a copy of the following Policies with your tender submission:

- Sustainability and Environmental Policy.
- Policy or Policies covering Equal Opportunities, Race Equality, Disability Discrimination, and Age Discrimination.
- Health and Safety Policy together with the appropriate codes of practice.
- Policy for reporting and investigating accidents and dangerous occurrences.
1.7 Freedom of Information Act 2000

The University is committed to meeting its responsibilities under the Freedom of Information Act 2000 (referred to hereinafter as the “FOIA”).

Accordingly, all information submitted to the University may need to be disclosed and/or published. If you consider that any of the information included in your tender would give rise to an actionable breach of confidence and/or would prejudice your commercial interests, and/or constitute trade secrets (“commercially sensitive”) please identify it and explain (in broad terms) what harm might result from the disclosure and/or publication.

The University shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

- is exempt from disclosure in accordance with the provisions of the FOIA, and
- is to be disclosed in response to a Request for Information.

You acknowledge that the University may, acting in accordance with the FOIA, decide to disclose Information:-

- without consultation, or
- following consultation and having taken your views into account.

1.8 Tender Costs

The University shall not be responsible for the payment of any costs or expenses incurred by Contractors in the preparation/submission of offers.
SECTION 2

Commercial Specification

2.1 Preamble

Newcastle University can trace its origins to a School of Medicine and Surgery, established in Newcastle upon Tyne in 1834. As one of the UK’s leading universities, our reputation rests on the quality of our teaching, our outstanding research, and our work with the regional and local community, businesses and industry.

We aim to:-

- Be a world-class research intensive university
- Deliver teaching and facilitate learning of the highest quality
- Play a leading role in the economic, social and cultural development of the North East of England.

The University employs almost 5,000 staff, with almost 20,000 students studying from over 200 undergraduate degree programmes. Teaching and research are delivered in 3 faculties:-

- Humanities and Social Sciences (HaSS)
- Medical Sciences
- Science, Agriculture and Engineering (SAgE)

The University strives to achieve the highest ethical standards in all areas of its activities. Therefore the University is committed to buying, supporting, using and promoting fairly traded goods wherever possible in keeping with its Fairtrade status.

Further information about the University is available from our website at www.ncl.ac.uk

2.2 Scope

Newcastle University have over 100 lifts of varying age ranging from stair lifts, two stop disabled access units, goods lifts and multi-stop duplex units located in a variety of city centre buildings with attendant access difficulties.

The University have an ongoing programme of lift refurbishment/renewals and occasional new installation projects which form part of new building projects.

The scope of this contract is for the provision of project management and consultancy for the lift renewals and refurbishments and new installation projects and any other lift related ad hoc advice that may be necessary.

2.3 Insurance

Notwithstanding the requirements of Section 1 clause 1..5, Consultants must have the following minimum requirements:

1. £5m Professional Indemnity Insurance
2. £5m Public liability Insurance

Consultants without this level of cover will not be considered for this contract.
2.4 **Terms and Conditions**

Newcastle University Terms and Condition of Purchase for Services 2010 as included with this tender shall apply to any contract resulting from this tender.

2.5 **Award criteria**

- Cost Proposal (20%)
- Relevant experience of similar contracts (20%)
- Compliance with tender specifications as detailed in Section 3 (20%)
- Experience of working as CMDC within the requirements of the CDM legislation (20%)
- Capacity to undertake the contract (20%)

2.6 **Consultant requirements**

- Qualifications in lift engineering – Consultants must possess a higher qualification in lift engineering
- Experience – Consultants should demonstrate experience of working as a lift consultant for a period of at least five years
- CDMC – Consultants shall have suitable qualifications and experience to act as CDMC within the requirements of the CDM Regulations
- Quality management system - Systems that meet the requirements of International Standard BS EN ISO 9001:2008
- Capacity to undertake the contract – Consultants should demonstrate that they have or have access to sufficient suitably qualified experienced staff to undertake this contract.

2.7 **Price**

Lift consultants are invited to provide a fixed price fees for the Project Management of Lift Renewals/Refurbishments and a percentage fee for New Installation Projects at Newcastle University for a three-year period from 1st August 2011 to 31st July 2014.

The contract may be extended for a period of 1 year by the mutual agreement of the University and the Consultant.

Consultants shall enter fee details in Section 4 Pricing Schedule.

2.8 **Use of Subcontractors**

Consultants shall state whether they will subcontract any part of the contract and indicate the nature of the subcontracted service to be provided. The use of subcontracts shall not relieve the consultant of any of their obligations under the contract.
2.9 Your Tender Response

Please provide full details of how you would undertake this contract including the following information:

- Pricing proposal
- Company organogram including details of the types and qualifications of staff available to service this contract.
- How you meet the requirements of the specifications
- The information required in Section 2.6 consultants requirements
- Details of your CDMC Training and Experience
- Health and Safety record for engagements undertaken in the previous three years
- Details of your Quality Management System
- Details of your Turnover in the previous three years
- Copy of your Equal Opportunities Policy
- Copy of your Environmental Policy
- How you would meet the specification
- Details of the use of any subcontractors to provide the services
SECTION 3
Specification

3.1 Project Management.

Refurbishment/Renewal projects and New Installations shall be managed in accordance with the criteria listed in Section 3.2 and Section 3.3. Consultants engaged on renewal/refurbishment projects shall be directly employed by the University. Consultants engaged on installation projects shall be directly employed by the university throughout the lifetime of the project.

Consultants shall use the attached generic specification as a guideline for lift design. Over the period of the Consultancy Contract the consultant shall advise and recommend to the University items that should be added to the document.

At all times the consultant shall specify proprietary lift installations that are intended to provide the University with efficiency, reliability and longevity of service.

3.2 Lift Refurbishment. Consultant Project Management.

3.2.1 Pre Lift Contractor Appointment.

1. Attend site and carry out detailed survey of lift installation.
2. Identify all services provisions and interfaces.
3. Provide estimated cost of project with breakdown of all aspects i.e. builders work, strip out, lift installation, electrical works, contingency sum, maintenance, etc.
4. Arrange a detailed Site Specific lift specification compliant to all relevant legislation scheduling all building and services works and with the lift contractor specified as a Main Contractor with regard to CDM Regulations.
5. As necessary, at both pre and post lift contractor appointment stages, seek advice from, and liaise with, University-appointed structural engineer on such matters as loadings of proposed lift plant and alterations that may be necessary for DDA compliance. (Any project that requires major structural considerations such as extension to upper floors may be subject to additional fees).
6. Arrange and issue all tender documentation to the University for despatch including technical schedules; production schedules; site programmes; schedules of rates; form of tender and summary of tender sum (Up to five tenderers may be required for any specific project). Tenders shall be opened by the University.
7. Manage all tender queries and site visits from contractors.
8. Act as CDMC including, make F10 Notifications where necessary, Producing Pre tender H&S information, assessing all contractors’ method statements and risk assessments. Monitor compliance by contractor on site. Ensure assembly of H&S File upon completion.
9. Assess tender returns, liaising as required with tenderers to address omissions and errors.

3.2.2 Post Lift Contractor Appointment.

11. Review and comment contractor’s project drawings leading to approval of same.
12. Arrange and chair pre-start and progress meetings such as are necessary for each individual project. Prepare and issue minutes of meetings.
13. Carry out regular site visits and inspect progress of project. Address any areas of concern to contractor both verbally and in writing and report findings to SO.
14. Be available to attend site as required to address any queries, coordination problems, working issues the lift contractor or employer may raise (at short notice if required).
15. Undertake a complete witnessed test to the relevant standard and carry out detailed snagging of completed project and report outstanding issues to contractor and SO. Check completion of all snagging items.
16. Obtain quotations for any variations and issue variation instructions to contractor.
17. Approve and certify all staged and final payments. Certify the final account figure.
18. Check all certification; as installed drawings and schematic diagrams; maintenance manual content etc.
19. Arrange the first year’s PM schedule within the tender documentation and carry out regular site visits checks during this period to ensure full compliance by the contractor.
20. Scrutinise first year’s insurance inspectors reports (2 No) and resolve resulting recommendations by liaising with the surveyor and contractor as necessary.
21. Carry out lift installation inspection during latter part of guarantee period. Address any areas of concern to the contractor in writing and report findings to SO. Ensure outstanding issues are fully addressed and corrected.
22. The entire project management package shall be inclusive of all expenses relating to the above requirements.

Owing to funding arrangements or site access restrictions Refurbishment/Renewal projects may be split such that items 1~10 are carried out separately and items 11~22 are carried out a later date. In such circumstances the consultant’s fee will be split accordingly at a 40:60 ratio.

3.3 New Lift Installation. Consultant Project Management.

3.3.1 Pre Lift Contractor Appointment.

Prior to the main contractor appointment work with the project design team and carry out the following duties:

1. Attend site and carry out detailed survey of lift installation.
2. Identify all services provisions and interfaces required for the installation of a new or the refurbishment of an existing lift.
3. Attend where necessary project design team meetings (organised by the architect) to ensure that the lift type & installation requirements are correctly specified & co-ordinated with the main design.
4. Provide estimated cost of project with breakdown of all aspects i.e. builders work, strip out, lift installation, electrical works, contingency sum, maintenance, etc.

5. Liaising with the client appointed design team produce a detailed Site Specific lift specification compliant to all relevant legislation scheduling all building and services works required. This document will be inserted into the main contractor tender documentation.

6. As necessary, at both pre and post lift contractor appointment stages, seek advice from, and liaise with, University-appointed structural engineer on such matters as loadings of proposed lift plant and alterations that may be necessary for DDA compliance.

7. Assist in resolving lift installer tender queries be available for site visits that the lift contractors may request during the tender period.

8. Co-operate with the project CDMC including, regarding F10 Notifications, Producing Pre tender H&S information, assessing all contractors’ method statements and risk assessments, monitor compliance by contractor on site & ensure assembly of H&S File upon completion.

9. Assess tender returns, liaising as required with tenderers to address omissions and errors.

10. Provide tender assessment report to S.O. and project architect complete with analysis of tenders and recommendations for appointment of lift contractor.

3.3.2 Post Lift Contractor Appointment.

Once the main contractor has been appointed by the University carry out the following duties:

11. Where changes occur to the lift contractors proposals (post contractor appointment) review and comment on the contractor’s detailed project specific drawings & specification.

12. Attend project progress meetings such as are necessary for each individual project. Also attend specific pre-start & progress lift contractor meetings.

13. Carry out regular site visits and inspect progress of project. Address any areas of concern to contractor both verbally and in writing and report findings to SO.

14. Be available to attend site as required to address any queries, coordination problems, working issues the lift contractor or employer may raise (at short notice if required).

15. Undertake a complete witnessed test to the relevant standard and carry out detailed snagging of completed project and report outstanding issues to contractor and SO. Check completion of all snagging items.

16. Comment upon change quotations/proposals for any variations linked to the installation of the lift.

17. Check all certification; as installed drawings and schematic diagrams; maintenance manual content etc.

18. Arrange the first year’s PM schedule within the tender documentation and carry out regular site visits checks during this period to ensure full compliance by the contractor.

19. Scrutinise first year’s insurance inspectors reports (2 No) and resolve resulting recommendations by liaising with the surveyor and contractor as necessary.
20. Carry out lift installation inspection during latter part of guarantee period. Address any areas of concern to the contractor in writing and report findings to SO. Ensure outstanding issues are fully addressed and corrected.

21. The entire project management package shall be inclusive of all expenses relating to the above requirements.

New Lift Installation projects will be arranged such that project management is carried out items 1~10 and 11~21 with the consultant’s fee will be split accordingly at a 40:60 ratio.
SECTION 4

Pricing Schedule

4.1 Lift Consultancy Management

A fixed price fee is requested for the Lift Consultancy Management for the renewal of the lifts listed below:

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Lift/Detail</th>
<th>Fee (£)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011/12</td>
<td>55 Merz Court - 7 stop 375 kg</td>
<td></td>
</tr>
<tr>
<td>2012/13</td>
<td>48/49 Old Library - 6 stop 545kg</td>
<td></td>
</tr>
<tr>
<td></td>
<td>91 Medical School - 2 stop 1500kg</td>
<td></td>
</tr>
<tr>
<td></td>
<td>92 Medical School – 6 stop 900kg</td>
<td></td>
</tr>
<tr>
<td></td>
<td>100 Cassie Bldg – 4 stop 630kg</td>
<td></td>
</tr>
<tr>
<td>2013/14</td>
<td>27 Bedson Bldg - 5 stop 225 kg</td>
<td></td>
</tr>
<tr>
<td></td>
<td>28 Bedson Bldg - 5 stop 450 kg</td>
<td></td>
</tr>
<tr>
<td>Total Fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NB Financial Year runs 1st August~31st July.
The University do not guarantee that these lifts will be renewed during the period of the proposed contract, this list is indicative only.

4.2 Percentage Fees

Supply a percentage fee for the management of new lift installation projects. The fee shall be defined as a Percentage of a New Lift Installation Cost

(insert percentage age here) .................................%

(Sixty percent of the fee shall be due to the consultant once the lift contractor has been appointed, the balance shall be due once all duties have been completed).

4.3 Ad Hoc Advice and Services

Hourly rate for ad hoc advice and services provided to the University not referred to above £.................
4.4 Early payment discounts

Please give details as to what settlement discounts are applicable for payment within:

7 Days ............%
14 Days ............%
21 Days ............%

4.5 Any other costs or charges

Please provide details of any other costs or charges applicable to your offer which are not detailed elsewhere:

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......................................................................................................................................
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SECTION 5

Declaration Of Bona Fide Tender

The essence of competitive tendering is that the University shall receive bona fide competitive tenders from all companies tendering.

In recognition of this principle, we declare that this is a bona fide tender, intended to be competitive and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

We further declare that we have not done and we undertake that we will not do any of the following acts:

(a) communicate with a person, other than the person calling for this tender or the University’s Co-ordinating Officer, the amount or approximate amount of the proposed tender.

(b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender submitted; or

(c) offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

In this declaration the word “persons” includes any person and any body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Signed _________________________________      Dated ____________________
Name __________________________________     Position ____________________
For and on behalf of_________________________________________________________________
SECTION 6
OFFER OF AGREEMENT

Having examined all the documents listed below and, subject to and upon the terms and conditions contained in the said documents, I/We offer to supply the Goods / Services to The University for the total contract price of (in words)

..................................................................................................................................................................
..................................................................................................................................................................

as detailed in our tender submission.

I/We agree that this tender and any Agreement and subsequent contract which may result from it shall be based upon the documents listed below and bearing the contract reference shown at the top of this tender.

(i)   Invitation to Tender Document
(ii)   Condition of Purchase for Services 2010

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any contract resulting from this tender, shall not be applicable to the Agreement or subsequent contract.

I/We agree that any contract that may result from this tender shall be subject to the law of England and Wales as interpreted in an English Court.

The prices quoted in this tender are valid and open to acceptance by you for a period of 3 calendar months from the tender return date specified in your Invitation to Tender.

Signed  ________________________               Dated ____________________________

Name  _________________________                Position___________________________

Authorised to sign tenders for and on behalf of___________________________________