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Planning

## **Hard FM Services (Maintenance)**

National Physical Laboratory

F01: Prior information notice

Prior information only

Notice identifier: 2023/S 000-019763

Procurement identifier (OCID): ocids-h6vhtk-03e095

Published 11 July 2023, 12:39pm

### **Section I: Contracting authority**

#### **I.1) Name and addresses**

National Physical Laboratory

Hampton Road

Teddington

TW11 0LW

#### **Contact**

Nina Heath

#### **Email**

[nina.heath@npl.co.uk](mailto:nina.heath@npl.co.uk)

#### **Country**

United Kingdom

**Region code**

UK - United Kingdom

**Internet address(es)**

Main address

[www.npl.co.uk](http://www.npl.co.uk)

**I.3) Communication**

Additional information can be obtained from the above-mentioned address

**I.4) Type of the contracting authority**

Body governed by public law

**I.5) Main activity**

Other activity

Research

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## **Section II: Object**

### **II.1) Scope of the procurement**

#### **II.1.1) Title**

Hard FM Services (Maintenance)

#### **II.1.2) Main CPV code**

- 50000000 - Repair and maintenance services

#### **II.1.3) Type of contract**

Services

#### **II.1.4) Short description**

Subject: Hard FM Maintenance Contractor

Dear Bidders and Interested Parties,

We are pleased to announce that the National Physical Laboratory (NPL) will be initiating a 2-stage tender process for it's Hard Service Contract on 31 July 2023. This prior information notice aims to provide you with essential details about the upcoming tender and allow interested parties to prepare accordingly.

Key Information:

1. Request For Information (RFI) Release Date: 31 July 2023
2. Contract Title: NPL Hard FM Maintenance Contractor
3. Scope of Work: The hard service contract involves the provision of various facility management services, including but not limited to maintenance, repairs and building fabric to a portfolio containing laboratory, office and heritage status buildings.
4. Contract Duration: The anticipated contract duration is expected to be an initial term of 3-years. With an option to extend for a further two 1-year periods.
5. Eligibility and Selection Criteria: The tender will be open to all eligible and qualified bidders who meet the defined selection criteria as detailed in the tender documents.

6. Tender Documentation: The comprehensive tender documents, begin with RFI stage followed by RFP if successful, these will be made available on the NPL's Bravo Solutions Portal.

7. Bid Submission Deadline: The deadline for submitting bids will be clearly stated in the tender documents. Please ensure timely submission to be considered for evaluation.

8. Evaluation Process: The evaluation will be carried out according to the outlined criteria in the tender documents. Each bid will be assessed on its merits, compliance, and value for money.

9. Contract Award: Following the evaluation process, the contract will be awarded to the successful bidder(s) who meet the selection criteria and provide the best value proposal.

We encourage all interested parties to regularly monitor NPL's procurement portal or other official channels for updates and notifications related to this tender. Please note that any modifications or clarifications to the tender documents will be communicated through these channels.

### **II.1.5) Estimated total value**

Value excluding VAT: £10,000,000

### **II.1.6) Information about lots**

This contract is divided into lots: No

## **II.2) Description**

### **II.2.2) Additional CPV code(s)**

- 38000000 - Laboratory, optical and precision equipments (excl. glasses)
- 50700000 - Repair and maintenance services of building installations
- 50800000 - Miscellaneous repair and maintenance services

### **II.2.3) Place of performance**

NUTS codes

- UK - United Kingdom

Main site or place of performance

Teddington

## **II.2.4) Description of the procurement**

Scope of Work: The hard service contract involves the provision of various facility management services, including but not limited to maintenance, repairs and building fabric to a portfolio containing laboratory, office and heritage status buildings.

Contract Duration: The anticipated contract duration is expected to be an initial term of 3-years. With an option to extend for a further two 1-year periods.

## **II.2.14) Additional information**

Please ensure that you register on Bravo Solutions (link below) to obtain the documents and submit your interest / intention to bid.

<https://lupc.bravosolution.co.uk/web/login.shtml>

## **II.3) Estimated date of publication of contract notice**

31 July 2023

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## **Section IV. Procedure**

### **IV.1) Description**

#### **IV.1.8) Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: No

## Section VI. Complementary information

### VI.3) Additional information

#### CONTRACT HEADS OF TERMS

#### MECHANICAL & ELECTRICAL AND BUILDING FABRIC MAINTENANCE SERVICES

The below table provides an overview of the proposed contract structure and clauses that will be expected to be signed by the successful bidder for the Services. It is not exhaustive and might be subject to change depending on the bidder, the eventual Services and other market factors.

#### Item Clause/Description

##### A. General Contract Information

1 Customer: NPL Management Limited

2 Supplier: must be of sufficient financial standing to fulfil potential liabilities under the Agreement. Otherwise, a parent company guarantee (or similar security) may be required.

3 Services: described in Hard Services Specification – Mechanical & Electrical and Building Fabric Maintenance Services. Option for reactive or ad hoc maintenance services to be requested by Customer from time to time and such services will also be subject to the terms of the Agreement.

##### B. Provision of the Services

4 Warranties: standard performance warranties to be included (e.g. reasonable skill and care, good industry practice and compliance with laws).

5 Service Levels: service level regime to be included as a schedule and Supplier will monitor/report on its performance. Service credits payable in certain circumstances and there will be a termination trigger for serious/persistent breaches.

6 Construction works: compliance with CDM Regulations and other construction works related requirements.

7 Policies: compliance with NPL policies (Code of Conduct, Health & Safety, Quality and Sustainability Strategy).

8 Business continuity: Supplier to have in place a business continuity/disaster recovery plan.

9 Remedies for non-performance: to include a formal remediation plan, step-in, damages or termination.

#### C. Supplier Personnel

10 Staff: sufficient numbers and suitably skilled. NPL to have right to request removal of staff from the Services where justified.

11 Staff vetting: Staff to undergo standard security clearance procedures which will be carried out by NPL.

12 TUPE: There will be TUPE transfers of staff delivering Services upon contract commencement and exit.

Standard TUPE clauses to be added with mutual indemnities for employment liabilities accruing pre- and post-TUPE transfer. Employee information to be provided and TUPE requirements and processes to be complied with in accordance with applicable laws at all times.

#### D. Contract Management

13 Contract Manager: each party to appoint a contract manager which shall meet each month to discuss the Services.

14 Reporting: Supplier to provide monthly report (e.g. of service level performance).

15 Audit: provision of management information on request and ability to inspect/audit Supplier premises, staff and systems (including to verify fees and contract performance).

16 Change control: standard mutual change control process to be included.

#### E. Pricing and Payment

17 Pricing: fixed price contract – dedicated schedule(s) to be included.

18 Invoicing: monthly in arrears. Valid and undisputed invoices shall be paid 30 days from the date of receipt.

19 Set off: Customer has the right to set off against invoices any amounts that Supplier owes to Customer (e.g. service credits).

#### F. Indemnification, Liability and Insurance

20 Indemnification: Supplier to indemnify Customer in respect of: death and personal injury,

damage to property, third party IPR infringement.

21 Supplier liability cap: Greater of £5m and 125% of the contract value per annum. Breach of data protection laws and damage to property capped at £10m. Certain common risk areas to be excluded from the cap (e.g. IPR infringement and employment liabilities).

22 Customer liability cap: Contract value.

23 Exclusion of loss: Neither party liable for indirect or consequential losses.

24 Insurance: Supplier to hold employer's liability, public liability and professional indemnity insurance with minimum cover per claim of £5,000,000 or the amount required by applicable law. Insurances to be he