

DATE 13th January 2023

(1)

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

- and -

(2)

A J MOBILITY LIMITED

**CONTRACT FOR THE PROVISION OF
SERVICING, MAINTENANCE AND REPAIR OF MOBILITY LIFTS**

THIS CONTRACT is made the 13th day of January 2023

BETWEEN

(1) **THE DISTRICT COUNCIL OF FOLKESTONE & HYTHE** of the Civic centre, Castle Hill Avenue, Folkestone CT20 2QY ("**the Employer**")

AND

(2) **A J MOBILITY LIMITED** (company registration no. 02808028) whose registered office is at 17 North Crescent, Diplocks Way, Hailsham, East Sussex, BN27 3JF ("**the Contractor**")

(hereinafter collectively called "**the Parties**" and independently called "**the Party**")

WHEREAS

The Employer wishes certain works to be provided, namely the provision of servicing, maintenance and repair of mobility lifts ("the Works") and has accepted a tender from the Contractor dated 10 August 2022 for the provision of the Works

IT IS HEREBY AGREED as follows:

1. This Contract incorporates the following Contract Documents and constitutes the entire agreement between the Parties relating to the Works:
 - the Employer's Schedule of Amendments to the JCT Measured Term Contract 2016 Edition ("Schedule of Amendments"), which shall prevail over any of the other documents listed below in the event of conflict between those documents and the Employer's Schedule of Amendments;
 - JCT Measured Term Contract 2016;
 - Form of Tender and Contract Specification including:
 - Contract Specifications;
 - List of assets;
 - The Contractor's Tender Document including:
 - Form of Tender dated 10 August 2022;

- Method Statements;
 - Schedule of Rates;
 - Forms of Declaration
 - any relevant specified correspondence between the Parties.
2. In consideration of the provision of the Works by the Contractor, the Employer agrees to pay the Contractor the Contract Sum at the times and in the manner set out in this Contract. The Contract Sum shall be £291,536 (two hundred and ninety-one thousand, five hundred and thirty-six pounds).
 - 3 In consideration of the payments to be made by the Employer to the Contractor in accordance with Clause 2 of this Contract, the Contractor agrees to deliver the Works in compliance in all respects with the provisions of this Contract.
 4. The Employer hereby appoints the Contractor as Principal Contractor for the Works for the purposes of regulation 14 of the Construction (Design and Management) Regulations 2015 (“CDM”).
 5. Without prejudice to the Contract Documents, the Contractor agrees indemnify and hold harmless the Employer against any liability which the Employer may incur to any person whatsoever and against any claims, demands, costs and/or expenses sustained, incurred or payable by the Employer to the extent that the same arises by reason of any breach of this Contract or an instruction or any tortious or negligent act or omission on the Contractor’s part (and/or any third party to whom the Contractor has subcontracted the performance of the Contractor’s obligations or part thereof) in the performance of the Contractor’s obligations under and in connection with this Contract.
 6. Nothing in the Contracts (Rights of Third Parties) Act 1999 shall entitle a person who is not a party to this Contract to enforce any term of the Contract.
 7. For the avoidance of doubt the provisions of this Contract shall be construed and interpreted according to the laws of England and for the purpose of any steps to be taken by the Employer to enforce the Contractor's obligations under this Contract or any of them the Contractor hereby submits to the jurisdiction of the Courts of Law of England.

IN WITNESS whereof the Parties have executed this Contract as a deed the day and year above written

**THE COMMON SEAL of
THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**
was hereunto affixed in the presence of



EXECUTED AS A DEED by
A J MOBILITY LIMITED acting by:

9703

Director	[Redacted Signature]	
Director/ Company Secretary		

CONDITIONS OF CONTRACT

The Form of Contract in respect of servicing, maintenance and repair of mobility lifts shall be the **JCT Standard Form of Measured Term Contract 2016 Edition**

The Employer shall be:

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE of the Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY

The Contractor shall be:

A J MOBILITY LIMITED (company registration no. 02808028 whose registered office is at 17 North Crescent, Diplocks Way, Hailsham, East Sussex, BN27 3JF

The Contractor shall enter into the Contract with the Employer executed as a Deed

The Recitals, Articles and Contract Particulars shall be construed in accordance with the following:

1st Recital: Properties owned and managed by the District Council of Folkestone and Hythe (“the Contract Area”) in accordance with the details set out or referred to in the Contract Particulars

Article 3: The Contract Administrator shall be [REDACTED], Compliance Specialist of the District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue Folkestone, Kent CT20 2QY

or, if he ceases to be the Contract Administrator, such other person as the Employer nominates in accordance with clause 3.10 of the Conditions.

Article 4: The Principal Designer for the purposes of this Contract shall be Paul Marsh, Compliance Specialist of the District Council of Folkestone and Hythe

or such other person as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders

Article 5: The Principal Contractor for the purposes of the CDM Regulations shall be the Contractor

or such other contractor as the Employer at any time appoints to fulfil that role either in relation to all Orders or for specific Orders

Article 9: Modifications. The Articles of Agreement and the Conditions shall have effect as modified by the Employer’s Schedule of Amendments attached hereto.

Contract Particulars

Item	Insertion
1.1 List of Properties in the Contract Area (first Recital)	Properties owned and managed by the District Council of Folkestone and Hythe
1.2 Description of types of work	Servicing, Maintenance and Repair, and installation of Mobility Lifts
2. Supplemental Provisions (Fifth Recital and Schedule)	
Collaborative working	Paragraph 1: applies
Health and Safety	Paragraph 2: applies
Cost savings and value improvements	Paragraph 3: applies
Sustainable development and environmental considerations	Paragraph 4: applies
Performance Indicators and monitoring	Paragraph 5: applies
Notification and negotiation of disputes	Paragraph 6: applies
Where Paragraph 6 applies, the respective nominees of the Parties are	Employer's nominee: ██████████, Chief Officer – Housing of the District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY Contractor's nominee: ██████████, National Commercial Engineering Manager of A J Mobility Limited or such replacement as each Party may notify to the other from time to time

Item	Insertion
3 Contract Period commencing on	2 (two) years with capacity for the Employer to extend the Contract Period for up to two years subject to the Contractor's satisfactory performance 1 December 2022
4 Arbitration	Article 7 and clauses 9.3 to 9.8 apply.
5 BIM Protocol (where applicable)* State title, edition, date or other identifiers of relevant documents (Clause 1.1)	<hr/>
6 Minimum Value of any one Order Maximum Value of any one Order	Does not apply £100,000.00 (one hundred thousand pounds)
7 Approximate anticipated Value of work to be carried out under this Contract	£72,900 (<i>seventy-two thousand, three hundred pounds</i>) per annum
Liquidated Damages	does not apply
8 Priority coding for Orders (Clause 2.6)	does not apply
9 Construction Industry Scheme (CIS) (Clause 4.2)	The Employer at the commencement of the Contract Period is not a 'contractor' for the purposes of the CIS
10 Progress Payments (Clauses 4.3, 4.4 and 4.5)) <i>Estimated value of an Order above which progress payments can be applied (if none is stated, it is £2,500)</i>	does not apply, see Schedule of Amendments
Valuation Dates <i>(if no date is stated, the Valuation Date is the last day of each month)</i>	The Valuation Date in each month is the 28th day of the month
11 Responsibility for measurement and valuation (Clause 5.2)	The Contractor shall measure and value all Orders

Item	Insertion
<p><i>(Unless one of the 3 options opposite is selected, the Contract Administrator shall measure and value all Orders)</i></p> <p>12.1 Schedule of Rates (Clauses 5.3, 5.6.1 and 5.6.2)</p>	<p>the Contractor's tendered schedule of rates</p> <p>does not apply</p> <p>does not apply</p>
<p>12.2 Where the Schedule of Rates is the National Schedule of Rates the version(s) identified opposite are to apply</p>	<p>does not apply</p>
<p>12.3 Rates – Fluctuations Clause 5.6.1 <i>(Unless "applies" is deleted, the clause shall be deemed to apply)</i></p>	<p>see Schedule of Amendments Clause 5.6</p>
<p>12.4 Basis and dates of revision (Not applicable where National Schedule of Rates applies)</p>	<p>See Schedule of Amendments Clause 5.6</p>
<p>Where clause 5.6.1 applies, the dates as at which the Schedule of Rates is to be revised are: <i>(If no other date(s) are specified here or in the document setting out the basis for revision, the date shall be 1 August in each year)</i></p>	
<p>13.1 Daywork Valuation – percentage additions (Clauses 5.4, 5.6.3 and 5.6.4)</p>	
<p>Where not included in or annexed to the Schedule of Hourly Charges,</p>	

Item	Insertion
<p>the percentage additions to the invoice price of non-labour items are as follows:</p> <p>Overheads and profit on Materials _____ %</p> <p>Overheads and profit on Plant, Services and Consumable Stores _____ %</p> <p>Overheads and profit on Sub-Contractors _____ %</p>	
<p>13.2 Revision of Schedule of Hourly Charges (Clause 5.6.3) <i>(unless "applies" is deleted, the clause shall be deemed to apply)</i></p> <p>Where clause 5.6.3 applies, the annual revision date (if other than 1 August) is:</p> <p>Where clause 5.6.3 applies, the basis of revision of hourly charges (if not set out in the Schedule of Hourly Charges)</p>	<p>See Schedule of Amendments Clause 5.6</p> <p>See Schedule of Amendments Clause 5.6</p>
<p>14 Overtime Work (Clause 5.7) The percentage addition in respect of overheads and profit on non-productive overtime rates is _____ % <i>(Not applicable where an inclusive rate for such overtime is included in the Schedule of Hourly Charges)</i></p> <p>(Normal working hours are between 8am and 6pm Monday to Friday (excluding Public Holidays). No weekend working will be permitted without the written authorisation of the Contract Administrator. All overtime costs shall be the responsibility of the Contractor including evening and Saturday morning appointments unless specifically ordered in writing by the Contract Administrator. All work carried out under 'Emergency' priority code will</p>	

Item	Insertion
<p>be paid for using normal working hours rates regardless of when the work is undertaken).</p>	
<p>15 Insurance (Clauses 6.4.1, 6.7A, 6.7B, 6.8 and 6.11)</p>	
<p>15.1 Contractor's Public Liability insurance; injury to persons or property – the required level of cover is not less than</p>	<p>Public Liability: minimum of £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of one event</p> <p>Employer's Liability: minimum of £5,000,000 (five million pounds)</p> <p>Professional Indemnity: £2,000,000.00 (two million pounds)</p>
<p>15.2 Percentage to cover professional fees</p>	<p>15%</p>
<p>15.3 Insurance of existing structures – clause 6.7A.1 <i>(Unless otherwise stated, clause 6.7A.1 applies. If it is not to apply, state the reference number and date or other identifier of the replacement document(s))</i> (</p>	<p>does not apply</p>
<p>15.4 Insurance of work or supply comprised in Orders – clause 6.7B <i>(If neither entry is deleted, the clause does not apply)</i></p>	<p>does not apply</p>
<p>15.5 Where clause 6.7B applies and cover is to be provided under the Contractor's annual policy, the annual renewal date is (as supplied by the Contractor)</p>	<hr/>
<p>15.6 Terrorism Cover – details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required)</i></p>	<p>are set out in the following document(s)</p> <hr/>
<p>16 Break Provisions – Employer or Contractor (Clause 7.1)</p>	<p>13 weeks</p>

Item	Insertion
17 Settlement of Disputes (Clauses 9.2, 9.3 and 9.4.1)	
Adjudication	Nominator of Adjudicator: The Royal Institution of Chartered Surveyors
Arbitration Appointer of Arbitrator	President or a Vice-President of The Royal Institution of Chartered Surveyors
18 Contractor's Representative shall be <i>(or such other person appointed by the Contractor in accordance with new clause 3.3.3)</i>	██████████, National Commercial Engineering Manager of A J Mobility Limited

Schedule of Amendments to the JCT Measured Term Contract 2016 Edition (Article 9)

Definitions

Clause 1.1:

“Adjustment Percentage” – delete definition

“Contract Documents” - delete the definition and replace with the following words:

“JCT Standard Form of Measured Term Contract 2016;

Specification;

List of assets;

The Employer’s Schedule of Amendments to the JCT Measured Term Contract 2016 Edition contained in this Article 9;

The Contractor’s Tender Document including:

- Form of Tender dated 10 August 2022;
- Method Statements;
- Schedule of Rates;

and any relevant specified correspondence between the parties”

“Employer” – at the end of the definition, insert the words “and it’s permitted assignees under this Contract”

Insert the following new Definitions:

“**DPA**” means the Data Protection Act 2018 as amended from time to time;

“**Data Protection Legislation** - means (i) the Data Protection Act 1998 (DPA 1998), (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), Law Enforcement Directive (Directive (EU) 2016/680) (“LED”), (iii) the Data Protection 2018 (“DPA 2018”) (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy and (iv) all applicable Legislation about the processing of personal data and privacy;”

“**Data Protection Officer** has the meaning given in the GDPR;”

“**Data Subject Access Request** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;”

“Environmental Laws - any law statute, statutory instrument or legislation of the European Union having effect in the United Kingdom, or circulars, guidance notes and the like issued by the United Kingdom Government or relevant regulatory agencies relating to the protection or pollution of the environment (within the meaning of the Environmental Protection Act 1990)”

“GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679) ”

“Hazardous Substances - any substances which are capable of carrying harm to man or any living organisms supported by the environment (within the meaning of the Environmental Protection Act 1990)”

“LED means the Law Enforcement Directive (Directive (EU) 2016/680)”

“Personal Data Breach has the meaning given in the GDPR; ”

“Processor Personnel all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any sub-contractor of the Processor;”

“Proprietary Material - all drawings, details, plans, specifications, schedules, reports, calculations and other work, whether in written or electronic form (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Contractor in connection with this Contract and/or any Order”

Contractor’s Obligations

“Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;”

“Sub-processor” any third party appointed to process Personal Data on behalf of the Supplier related to this agreement;

Contractor’s Obligations

Clause 2.1 – the following new clauses shall be inserted:

“2.1A The Contractor shall fully carry out the works using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent contractor (and to the extent that the Order includes any design to be carried out by the Contractor using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent architect or other appropriate designer) who is experienced in carrying out work (and preparing designs) of a similar scope, nature and complexity and size to the Order.

- 2.1B The Contractor shall work in a proper and workmanlike manner and fully in accordance with the Contract Administrator's instructions, any instructions of the Employer, the Contract Documents and other Statutory Requirements and shall give all notices required by the Statutory Requirements.
- 2.1C To the extent that the Order contains any design, the Contractor shall be responsible for carrying out and completing the entire design for the Order.
- 2.1D The Contractor shall take due account of the terms of any agreements between the Employer and third parties as are from time to time disclosed to him and shall perform his obligations under this Contract in such a manner as not to constitute, cause or contribute to any breach by the Employer of his obligations under such agreements and shall indemnify the Employer in respect of any loss and/or damage which he incurs as a result of any breach by the Contractor of this clause where such loss and/or damage arises under such agreements.
- 2.1E The Contractor shall not use, generate, dispose of or transport to the Site any Hazardous Substances otherwise than in accordance with Environmental Laws.”

Materials, Goods and Workmanship

Clause 2.2.1 shall be deleted and replaced by the following new clause 2.2.1:

“The Contractor in carrying out each Order shall not specify or use materials which are generally known at the time of use to be deleterious to health and safety or to durability in the particular circumstances in which they are used and the Contractor shall use materials, goods and workmanship of the quality and standards specified in the Order, or if not so specified, of the quality and standard to be expected of a contractor experienced in works of a like nature to the works set out in the Order. The Contractor warrants to the Employer that he has not specified and will not specify for use nor use in carrying out each Order any substance and/or material which is not in conformity with any relevant British or European Standards or Codes of Practice or which are generally known to the UK construction industry to be deleterious to health and safety or the durability of the Works in the particular circumstances in which it is used or which is not used in accordance with the guidance contained in the publication "Good Practice in the Selection of Construction Materials" 1997) Over Arup & Partners.”

Clause 2.2.2 shall be deleted and replaced by the following new clause 2.2.2:

“Where and to the extent that the approval of the quality of materials or goods or of the standards of workmanship is a matter for the opinion of the Contract Administrator, such quality and standards shall be to his reasonable satisfaction. To the extent that the quality of materials and goods or standards of workmanship are not described in the Order nor stated to be a matter for such opinion or satisfaction, they shall be of a standard appropriate to the relevant work. For the avoidance of doubt the standards of workmanship required pursuant to this clause shall be no less than those set out in British Standard 8000 or any other standard that may be applicable.”

Rights of Employer

Clause 2.3.5 - the following words shall be deleted “and the Contractor shall be entitled to a handling charge of 5% on that value. The Adjustment Percentage shall not be applied to that charge”.

Clause 2.3.6 shall be deleted and replaced with the following new clause 2.3.6:

“Any materials and/or goods supplied by the Employer for any Order shall be at the sole discretion of the Employer”

Value of work to be carried out under this Contract

Clause 2.5 shall be deleted and replaced with the following new clause 2.5:

“The Employer is not obliged to provide the Contractor with any Orders nor does the Employer give any warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment. For the avoidance of doubt, the Employer shall not be liable for any loss of profits, loss of contracts or other costs, expenses or losses suffered or incurred by the Contractor as a result of the Contractor not being awarded any Orders under this Contract.”

Programme

Clause 2.7 shall be amended by deleting the words “Nothing in the programme or in any amendment or revision of it shall impose any obligations beyond those imposed by the Contract Documents” and replacing this with the following words:

“The Contractor Administrator shall have 7 days from receipt of the programme to approve or register its disapproval, in writing, of the programme. If the Contract Administrator fails to respond within the 7 days then it shall be deemed to have approved.

Provided the Contract Administrator has approved or deemed to have approved the programme, the Contractor shall procure that all of the works carried out in accordance with or under any Order(s) is carried out strictly in accordance with the programme.

If the Contract Administrator has stated to the Contractor that it does not approve of the programme then the Contractor shall resubmit a revised programme to the Contract Administrator for approval and this process shall be repeated until the Contract Administrator has given its written approval to the programme, whereupon the Contractor shall carry out the works within the order strictly in accordance with such approved programme.”

Divergence from Statutory Requirements

Clause 2.8.2 shall be deleted and replaced with the following new clause 2.8.2:

“Provided the Contractor has provided the written notice specified in clause 2.8.1 then it shall not be liable under this Contract if the work carried out under an Order, does not comply with the Statutory Requirements, but only to the extent that the non-compliance results from the divergence between the Statutory Requirements and either an Order or a Variation that the Contractor has previously advised the Employer of in accordance with clause 2.8.1.”

Extension of Time

Clause 2.10.1 shall be deleted and replaced with the following new clause 2.10.1:

“If, at any time during the course of completing an Order, the Contractor shall establish that the progress of the works under the Order shall have been effected by reason of:

- (i) force majeure; or
- (ii) fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft or other aerial devices or articles dropped from them, riot or civil commotion or any other risks insured against,

the Contract Administrator shall allow such extension of time as is fair and reasonable in the circumstances upon written application by the Contractor to the Employer and Contract Administrator provided always that such application is made immediately that the Contractor is aware that such delay has or might occur (which written application shall include any documentation the Contractor may wish to provide in support of or justifying its application and the Contractor's assessment of the extension of time it seeks). To the extent that any extension of time is granted, a revised date for completion for the Order shall be fixed by the Contract Administrator and notified to the Contractor.”

Defects

Clause 2.12 shall be renumbered 2.12.1 and amended by deleting the words “6 months” and substituting with “12 months” and adding the words “and shall commence rectification within 5 days of notification” at the end of the Clause:

Additional Clause 2.12.2:

“In the case of default, the Employer may provide labour and/or materials or enter into a contract to make good such defects and all costs and expenses consequent thereon shall be borne by the Contractor and shall be recoverable from the Contractor by the Employer either by offsetting against monies due on any contract with the Employer or by directly invoicing the Contractor.”

Assignment

The clause heading shall be amended from "Assignment" to "Assignment and Novation"

Clause 3.1 shall be deleted and replaced with the following new clause 3.1:

"The Employer may assign or otherwise transfer this Contract or the benefit hereof at any time without the consent of the Contractor. The Contractor hereby consents to the novation of this Contract by the Employer and agrees to enter into such documents as are required to effect such novation. The Contractor shall not assign, novate or otherwise transfer this Contract without the prior written consent of the Employer."

Sub-Contracting

Delete Clause 3.2 and replace with the following clauses:

"3.2.1 The Contractor shall not sub-contract any works under the Contract without the previous written consent of the Contract Administrator. Such consent shall not be unreasonably withheld or delayed and shall apply to all works except to the extent otherwise stated in that consent.

3.2.2 In the event of the Employer agreeing to any assignment under clause 3.1 or sub-contracting under clause 3.2.1, such consent shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts, defaults and negligence of any assignee or sub-contractor, his or its agents, servants or employees."

Contractor's Representative

Clause 3.3 shall be deleted in its entirety and replaced by the following new clause 3.3:

"3.3.1 The Contractor shall appoint a competent Contractor's Representative for the proper administration of this Contract.

3.3.2 The Contractor's Representative shall have suitable and sufficient qualifications and experience to carry out this function and shall be the representative empowered to act on behalf of the Contractor for all purposes connected with the Contract.

3.3.3 The Contractor's Representative shall be the person named in the Contract Particulars or such other person nominated in writing by the Contractor from time to time to act in the name of the Contractor for the purposes of the Contract.

3.3.4 From time to time the Contractor may appoint one or more representatives to act for the Contractor generally or for specified purposes or periods. Immediately any such appointment is made or terminated, the Contractor shall give written notice thereof to the Employer and until such notice is received the Contractor shall be under no obligation to comply with any instruction issued by such representative.

3.3.5 Any Order, notice, information, instruction or other communication given to the Contractor's Representative shall be deemed to have been given to the Contractor.

Additional Clause 3.4.4:

"The Contract Administrator or their representative shall have at all times access to the Site or other places off-site where materials or equipment are being stored or prepared for the works."

Cancellation of an Order

Additional Clause 3.6.3:

"The provisions of clauses 3.6.2.1 and 3.6.2.2 do not apply where scheduled works or an Order for works is cancelled before any physical works have commenced."

Exclusion from Site

Clause 3.7 shall be amended by inserting the following sentence at the end of the clause:

"The Contractor shall then ensure that such person is immediately excluded from the Site."

Additional Employer's Rights and Remedies

Additional Clause 3.11:

"Where the Contractor's performance significantly and consistently fails to meet the required targets or Key Performance Indicators (KPI's) and the Contractor has not proposed acceptable remedial measures in respect of such failings within 28 days of being requested by the Contract Administrator in writing to do so, or the Contractor indicates that their current workload will not enable them to complete within targets, the Employer may award work to other contractors. Where works are awarded to other contractors, it will be measured and valued using fair and reasonable tendered rates. Should this incur additional costs to the Employer, the Employer reserves the right to charge the Contractor the extra-over cost plus 10% administration costs."

Progress Payment

Clause 4.3 shall be deleted and replaced with the following new clause:

“Monthly Payment

Payments shall be made on a per calendar month basis and shall include all Orders completed in the previous calendar month that have been agreed as completed by the Contract Administrator and shall form part of the Contractor’s monthly payment application in accordance with clause 4.5.1.”

Payment Application

Clause 4.5.1 shall be amended by inserting the words “Subject to clause 4.3” at the beginning of the clause.

Valuation – day work

Clause 5.4.2 shall be amended by inserting the words “and any other evidence required by the Employer.” at the end of the clause:

Derived Rates

Clause 5.5 shall be deleted and replaced by the following new clause 5.5:

“5.5.1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Rates, as the case may be, the value shall be decided by the Contract Administrator and shall be based upon such rates or prices as may fairly be deducted therefrom, rates and prices deducted from the Schedule of Rates being subject to adjustment by the Adjustment Percentage.

5.5.2 If it is not practicable or would not be fair and reasonable to apply the rates or prices in the Schedule of Rates or Schedule of Hourly Charges or to deduce rates or prices therefrom, the value shall be ascertained on a fair and reasonable basis by the Contract Administrator after consultation with the Contractor.”

Rates – Fluctuations

Clause 5.6 shall be deleted and replaced by the following new clause 5.6:

“5.6.1 The rates tendered shall be varied if agreed in writing and signed by both the Employer and the Contractor. Such variations shall be limited by Consumer Price Index (“CPI”) fluctuations (see [www. statistics.gov.uk](http://www.statistics.gov.uk)) with a base date of 1 June each year and annually thereafter for the duration of the Contract Period.

5.6.2 The first applicable adjustment for rates will be effective from 1 September 2023 with adjustments limited by the average of the published CPI figures between 1 June 2022 and 31 May 2022."

Overtime

Additional Clause 5.7.4:

"Where the Contractor wishes to work outside normal working hours, he must first obtain the permission of the Contract Administrator and the person in charge of the premises. In these circumstances no additional or enhanced payments will be made."

Liability of the Contractor – personal injury or death

Clause 6.1 shall be amended by inserting the words "or of any obligation pursuant to clause 2.12," in the third line after the word "Order" and before the word "except".

Liability of the Contractor – injury or damage to property: nuisance

Clause 6.2 shall be amended by inserting the words "or of any obligation pursuant to clause 2.12" in the fourth line after the word "Order" and before the word "and".

The following words shall be inserted at the end of clause 6.2:

"The Contractor shall at all times reasonably prevent any public or private nuisance (including without limitation any such nuisance caused by noxious fumes, noisy working operations or the deposit of any materials or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of an Order or of any obligation pursuant to clause 2.12 and shall defend or, at the Employer's option, assist the Employer in defending any action or proceedings which may arise as a result of any breach by the Contractor of its obligations under this Contract."

Contractor's Insurance and his Liability

Additional clause: 6.4.3

"Without limiting his other obligations under the Contract or otherwise at law, the Contractor shall maintain professional indemnity insurance of not less than £2 million] in respect of each and every claim."

Related Definitions

Under clause 6.6, the definition of "Joint Names Policy" shall be amended by inserting the words "and any funder or other third party as the Employer may require" after the word "Contractor" and before the word "as".

Additional clause 6.15

“The Contractor shall ensure so far as is reasonably practicable the health, safety and welfare at work of his employees and shall conduct his undertakings in such a way as to ensure that persons other than his employees who may be affected by his operations are not exposed to risks to their health or safety and shall in all respects perform all his duties under the Health and Safety at Work etc. Act 1974 and all Health and Safety Regulations made thereunder.”

Collateral Warranties and Copyright

Insert new clause 7A as follows:

“Copyright Contractor Warranties in favour of others

7A1 If required by the Employer, the Contractor shall execute and deliver to the Employer deeds of collateral warranty in favour of any purchaser and/or any funder in the form agreed by the Employer and in each case such deed to be procured and provided to the Employer within 14 days of the Employer's written request to do so. If the Contractor fails to deliver any deed of warranty validly requested under this clause 7A.1 within 14 days of the Employer's request, the Employer may withhold any payment or further payment (as the case may be) which would otherwise be due to the Contractor under this Contract until such deed of warranty is delivered.”

Sub-contractor Warranties

7A2 If required by the Employer, the Contractor shall procure that all sub-consultants and sub-contractors appointed to carry out any work shall provide to the Employer a deed of collateral warranty in favour of the Employer and/or any purchaser and/or any funder in a form agreed by the Employer with such amendments as are required to account for the warrantor being either a sub-contractor or sub-consultant, and in each case such deed to be procured and provided within 14 days of the appointment of the sub-consultant or sub-contractor or of the Employer's written request as relevant together with a certified copy of the relevant completed appointment document.

Copyright Licence

7A3 The copyright in the Proprietary Material shall remain vested in the Contractor, but the Contractor grants to the Employer an irrevocable royalty-free non exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with this Contract and/or any Order, including (without limitation) the execution, completion, maintenance, letting, occupation, management, sale, advertisement, extension, alteration, reinstatement and repair of any works carried out under this Contract and/or any Order.”

Default by Contractor

Additional Clause 8.4.1.3:

“fails to comply with any of his obligations including all of the Contractor’s obligations contained within the Council’s Tender Documents and/or the Contractor’s priced Schedule of Rates in respect of this Contract.”

Insert new clauses 8.4.2.1 and 8.4.2.2 as follows:

“8.4.2.1 Where the Contractor receives notice under clause 8.4.1 that it has failed to perform the works in accordance with the Contract Documents, the Employer may, without prejudice to any other remedy it may have:

- (i) request from the Contractor that, at the Contractor's own expense and as specified by the Employer, it reschedules and carries out the works in a manner satisfactory to the Employer, which may include rectifying completed works or repeating the provision of any of the works within such period as the Employer may specify by such written notice; and/or
- (ii) withhold or reduce payments to the Contractor, as the Employer shall reasonably deem appropriate in each particular case; and/or
- (iii) request that the Contractor pay or allow to the Employer liquidated damages at the rate stated in the Contract Particulars between the specified date for completion and the actual date of completion; and/or
- (iv) employ a third party to carry out and complete the works.

8.4.2.2 Any expenses incurred which are in addition to the cost of the relevant part of the works arising as consequence of suspension of the works or procuring a third party to carry out the works, shall be recovered in full from the Contractor, including any administrative costs reasonably incurred by the Employer.”

Renumber existing clauses 8.4.2 and 8.4.3 as 8.4.3 and 8.4.4 respectively.

Prevention of Bribery and Corruption

Insert new Section 10 to the JCT Conditions of Contract as follows:

“10.1 The Contractor warrants and undertakes to the Employer that:

- 10.1.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and will not give any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;

- 10.1.2 it will procure that any person who performs or has performed services for or in its behalf ("Associated Person") in connection with this Contract complies with this clause and subject to the JCT Form of Contract to be used;
- 10.1.3 it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this clause and subject to the JCT Form of Contract to be used;
- 10.1.4 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
- 10.1.5 from time to time at the reasonable request of the Employer it will confirm in writing that it has complied with its undertakings under clauses 10.1.1 to 10.1.4 and will provide any information reasonably requested by the Employer in support of such compliance;
- 10.1.6 it shall notify the Employer as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.
- 10.2 Where the Contractor or Contractor's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Contractor's behalf, engages in conduct prohibited by the Bribery Act 2010 or the Local Government Act 1972 section 117(2) in relation to this or any other contract with the Employer, the Employer has the right to;
- a) terminate the Contract and recover from the Contractor the amount of any loss suffered by the Employer resulting from the termination, including the cost reasonably incurred by the Employer of making other arrangements for the provision of the works and any additional expenditure incurred by the Employer throughout the remainder of the Contract.
 - b) recover in full from the Contractor any other loss sustained by the Employer in consequence of any breach of this clause, whether or not the Contract has been terminated."

Freedom of Information

Insert new Section 11 to the JCT Conditions of Contract as follows:

- "11.1 The Employer is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 ("the Acts"). As part of the Employer's duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a request. The Employer has absolute discretion to apply or not to apply any exemptions under the Acts.

- 11.2 The Contractor shall assist and co-operate with the Employer (at the Contractor's expense) to enable the Employer to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Employer.
- 11.3 The Contractor acknowledges that the Employer is committed to the Government's transparency agenda requiring the Employer to publish on line items of spend over £500 (five hundred pounds) including actual payments made to the Contractor, the Contractor's tender and the terms of this Contract (excluding commercially sensitive information).
- 11.4 The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose information;
- a) without consulting with the Contractor, or
 - b) following consultation with the Contractor and having taken its views into account."

Data Protection

Insert new Section 12 to the JCT Conditions of Contract as follows:

- "12.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is a Controller and the Supplier is the Processor unless otherwise specified in Schedule Processing Personal Data). The only processing that the Processor is authorised to do is listed in Schedule Processing Personal Data and may not be otherwise be determined by the Processor.
- 12.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 12.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects;
- and

- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

12.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a) process that Personal Data only in accordance with Schedule Processing Personal Data, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- b) ensure that it has in place Protective Measures which have been reviewed and approved by the Controller as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule Processing Personal Data);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavors to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

12.5 Subject to Clause 12.7, the Processor shall notify the Controller immediately if it:

- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- b) receives a request to rectify, block or erase any Personal Data;
- c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f) becomes aware of a Data Loss Event.

12.6 The Processor's obligation to notify under Clause 12.5 shall include the provision of further information to the Controller in phases, as details become available.

12.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 12.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- a) the Controller with full details and copies of the complaint, communication or request;
- b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

- c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d) assistance as requested by the Controller following any Data Loss Event;
 - e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 12.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- a) the Controller determines that the processing is not occasional;
 - b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 12.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- a) notify the Controller in writing of the intended Sub-processor and processing;
 - b) obtain the written consent of the Controller;
 - c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 12.11 such that they apply to the Sub-processor; and
 - d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 12.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
- 12.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

12.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office."

Equal Opportunities, Unlawful Discrimination and Human Rights

Insert new Section 13 to the JCT Conditions of Contract as follows:

- "13.1 The Contractor shall comply with all applicable equalities, inclusion, and diversity legislation, which shall include any law, statute, bye-law, regulation, order, regulatory policy, guidance or code of practice, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body ("the Equalities Provisions") now in force or which may be in force in the future and with the Employer's equality and diversity policies as may be amended from time to time, copies of which will be provided by the Employer to the Contractor at the Contractor's written request.
- 13.2 For the avoidance of doubt, the term "Contractor" in this clause 13 shall include the Contractor's employees, agents, representatives and sub-contractors employed in the execution of the Contract.
- 13.3 The Contractor will provide to the Employer such information as the Employer may reasonably request in respect of the impact of equality issues on the operation of the Contract.
- 13.4 If a complaint is made about the acts or omissions of the Contractor in relation to the Equality Provisions, the Contractor may be the subject of an investigation by the Employer. During the course of such an investigation the Contractor shall make all documents the Employer considers to be relevant to the investigation available and co-operate with the investigation. If any breach of the Employer's duties under the Equalities Provisions is found to have occurred due to the acts or omissions of the Contractor, the Contractor shall indemnify the Employer in respect of any loss, damage and/or compensation, fines and costs (including but not limited to legal costs and expenses) which may be suffered by or imposed on the Employer by any court, tribunal or ombudsman.
- 13.5 If requested to do so by the Employer the Contractor shall co-operate with the Employer at the Contractor's expense in connection with any legal proceedings, ombudsman enquiries, arbitration or Court proceedings in which the Employer may become involved arising from any breach of the Employer's duties under the Equalities Provisions due to the alleged acts or omissions of the Contractor.
- 13.6 The Contractor shall carry out the works in a manner which is consistent with the Human Rights Act 1998 as though (for the avoidance of doubt) it is bound by the Act and in such a way that the Employer shall not be liable to any person for a breach of its duties under the said Act and shall indemnify the Employer against any direct or indirect costs expenses damages compensation liabilities or other claims incurred or suffered by the Employer arising from or in relation to a breach or alleged breach of the said Act.

13.7 Failure by the Contractor to comply with the provisions of this clause 13 may lead to the termination of this Contract.”

Contractor’s Persons

Insert new Section 14 to the JCT Conditions of Contract as follows:

“14.1 The Contractor shall comply with all relevant legislation relating to the Contractor’s Persons however employed including (but not limited to) the compliance in law of the ability of the Contractor’s Persons to work in the United Kingdom.

14.2 The Contractor shall employ sufficient persons to ensure that the works are carried out in accordance with the Contract. The Contractor's Persons engaged in and about the provision of the works shall be properly and sufficiently qualified, competent, skilled and experienced and the Contractor shall ensure that such Persons are properly and continuously trained, sufficiently instructed and adequately supervised with regard to the provision of the works generally and in particular:

- (i) the task or tasks such Persons have to perform;
- (ii) all relevant rules, procedures and statutory requirements concerning health and safety, including the Employer's health and safety policy;
- (iii) all other statutory requirements in connection with the Contract

and the Contractor shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause 14.

14.3 The Employer shall be entitled to require the Contractor to remove from the performance and carrying out of the works any of the Contractor's Persons whose behaviour is in the opinion of the Employer negligent, (should it become aware) disruptive, disturbing or likely to cause offence to the Employer or its employees and where the Employer has received a valid complaint.

14.4 The Employer shall in no circumstances be liable either to the Contractor or to any Persons (including its sub-contractors) removed pursuant to clause 14.3 in respect of any cost, expense, liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Employer in respect of any claim or proceedings made or brought against the Employer by such Contractor's Persons.”

[continued on next page]

Safeguarding

Insert new Section 15 to the JCT Conditions of Contract as follows:

- “15.1 The Contractor shall make arrangements during the provision of any works under this Contract to ensure that the Contractor and the Contractor’s Persons comply, in all respects, with all relevant legislation and Employer policy in relation to the safeguarding of children and vulnerable adults, which may include enhanced disclosure checking of the Contractor’s Persons, undertaken through the Disclosure and Barring Service (“DBS”) and a check against the adults barred list or the children’s barred list as appropriate
- 15.2 The Contractor shall monitor the level and validity of the checks for each of the Contractor’s Persons.
- 15.3 The Contractor warrants that at all times for the purposes of this Contract, it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.”

Insert new Section 16 to the JCT Conditions of Contract as follows:

16. The Contractor irrevocably undertakes to indemnify the Employer against any costs, expenses, damages, liabilities, losses, claims and/or proceedings which the Employer may incur in respect of death or personal injury to any person whomsoever and damage to property arising as a consequence of the performance of the Works. The Parties agree that the contraction of any industrial disease as a result of exposure to dangerous materials during the course of the work within this Contract will be deemed to be covered by this condition.

Additional Employer’s Requirements

Insert new Section 17 to the JCT Conditions of Contract as follows:

- “17.1 In the event of any inconsistencies or any ambiguity between the Articles of Agreement, Conditions and this Schedule of Amendments, the Parties agree that the Schedule of Amendments shall take precedence over the Articles of Agreement and Conditions whilst the Articles of Agreement shall take precedent over the Conditions.
- 17.2 The Contractor shall ensure that it has policies or codes of conduct in relation to:
- equality and diversity policies
 - sustainability
 - information security rules
 - whistleblowing and/or confidential reporting policies.

17.3 The Contractor shall keep and maintain until 6 years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the agreement including:

- (a) the works provided under it;
- (b) all expenditure reimbursed by the Employer;
- (c) all payments made by the Employer.

The Contractor shall on request afford the Employer or the Employer's representatives with such access to those records as may be required in connection with this Contract.

17.4 The Contractor shall co-operate fully with any enquiry or investigation made by the Employer's internal or external auditors, or any other quality or performance inspectors, that in any way concerns this Contract or any sums claimed or charged in relation to this Contract.

The Employer may use information given by the Contractor in connection with this Contract to prevent and detect fraud and money-laundering; it may also share this information, for the same purpose, with other organizations that handle public funds.

The Contractor shall take all necessary action to prevent money laundering. Where the Employer deems that the Contractor has been involved in money laundering it will take whatever measures appropriate to prevent this and report such action to the relevant authorities. The discovery of fraud and/or money laundering shall be grounds for termination of the Contractor's employment.

17.5 The Contractor shall comply with any Employer policies affecting the Contract and shall if requested provide the Employer with any relevant information required in connection with any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in such inquiries or proceedings or hearings arising out of the Contract.

The Contractor shall co-operate fully with the Commissioner for Local Administration in England (the Local Government Ombudsman) in any investigation by him of any complaint relating to the Contract and in enquiries by any of the Employer's Committees. From time to time, the Employer may require the Contractor to provide reports to, or be involved in discussions with, elected members.

The Contractor shall comply with the Employer's reasonable requirements and shall not be entitled to any additional payment in respect thereof save to the extent such costs are incurred as a result of a default on the part of the Employer.

- 17.6 The Contractor shall, upon becoming aware of anything in connection with the Contract that is likely to give rise to legal inquiry or litigation, forthwith notify the Contract Administrator, giving such details as are available.
- 17.7 The Contractor shall deal with any complaints about its performance of the Contract, received from whatever source, in a prompt, courteous and efficient manner. The Contractor shall set up an internal process for dealing with complaints and shall keep a written record of all complaints received and of the action taken in relation to such complaints. The Contractor shall inform the Contract Administrator in writing of all complaints received and of all steps taken, and shall permit its record of complaints to be inspected by the Contract Administrator (or any other person nominated by him) at all reasonable times on reasonable notice.
- 17.8 The Contractor shall not speak to the press or broadcasting media about any matters connected with the Contract without the prior written consent of the Contract Administrator. If the Contractor intends to advertise its provision of the works to the Employer, it shall obtain approval of the Employer before doing so as to the content of such advertisement.
- 17.9 The Contractor should note that it is of the utmost importance that their employees and sub contract employees carry with them at all times their company's identification card to produce when challenged by the Employer's staff or council residents.
- 17.10 Where under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum item due or which at any time thereafter may become due to the Contractor under the Contract or under any other similar construction contract with the Employer.
- 17.11 The Contractor shall be deemed to have obtained information on all matters affecting the execution of the works. No claim arising from errors or omissions will be considered.
- 17.12 The Contractor shall comply with all Standing Orders of the Employer in so far as they are applicable to the execution of the Works. It is the responsibility of the Contractor to determine the nature and extent of such Standing Orders for lack of knowledge will not constitute grounds for non-compliance. A copy will be available for inspection on request.
- 17.13 The Contractor shall comply with all statutory requirements to be observed and performed in connection with the Contract and shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause.

Bonds and Guarantees

Insert new Section 18 to the JCT Conditions of Contract as follows:

- “18.1 At the exclusive discretion of the Employer, when the Contractor is a subsidiary of another company it shall procure that its ultimate holding company (or, at the Employer’s complete discretion, such other company within the Contractor’s group as the Employer shall require) shall provide a parent company guarantee in favour of the Employer in respect of the Contractor’s obligations under the Contract executed as a deed. The guarantee must be in place before the Contract commences.
- 18.2 At the exclusive discretion of the Employer, where the Contractor does not have a parent company or where the parent company is not approved by the Employer, the Contractor shall enter into a contract guarantee bond, by which they shall be jointly and severally bound to the Employer in a sum equivalent to 10% of the annual price conditioned for the due fulfilment of the terms and conditions of the Contract. The surety shall be either an insurance company or bank whose registered office is situated in England. The bondsman is to be approved by the Employer. The bond must be in place before the Contract commences.”

Specification for:

**Planned and Responsive
Maintenance, Repairs And Periodic
Testing of Mobility Lift Equipment**

In Various Dwellings

For and on behalf of:

**Folkestone and Hythe District
Council
Civic Centre,
Castle Hill Ave,
Folkestone
CT20 2QY**

**Date: June
2022**

**Ref:
JN220003/22/TEC/PCM**

Planned and Responsive Maintenance, Repairs And Periodic Testing of Mobility Lift Equipment

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**SECTION 1:
Introduction**

1. INTRODUCTION

1.1 CONTRACT OBJECTIVES

Folkestone & Hythe District Council wishes to put in place a fixed term contract for the Planned Maintenance, Responsive Repair and Periodic Testing of Their Mobility Lift Equipment to include both Domestic Stairlifts (46 no) and 'through floor' Lifts (2no). The equipment will be situated within individual dwellings (46 no) and common areas (2no), providing access between ground and first (and in one case second) floor level.

The schedule of dwellings and properties with such equipment is provided in Appendix A: however, it is anticipated that further properties will be added and subtracted throughout the contract term.

The objective of the contract arrangements is to have in place a customer focused contract which will fulfil Landlords obligations whilst at the same time providing value for money.

1.2 NEW CONTRACT ARRANGEMENTS

The information available relating to the equipment covered by the new contract arrangement is attached in Appendix A. Because the information is not complete, one of the objectives over the first year is to develop more detailed asset information, together with information on the condition and age of the existing equipment.

**SECTION 2:
Terms and Conditions**

2. TERMS AND CONDITIONS

2.1 DEFINITIONS

Where reference in the documents is made to the **Employer**, this shall mean **Folkestone & Hythe District Council**. The Contract for maintenance shall be between the Employer and the Contractor.

Where reference is made to **Contract Administrator**, this shall mean the Employer's appointed representative.

Where reference in the documents is made to the **Contractor** or **Tenderer**, it shall mean the Contractor who is employed by the Employer to carry out the maintenance works detailed within the Contract documents.

Where reference is made in the documents to **Maintenance** this shall mean the combination of all technical and associated administrative actions intended to maintain the various types of domestic lift equipment in a condition where it can perform its required function. This term shall encompass all forms of maintenance; call out attendance, repairs, and replacements as defined in the Contract.

Where reference is made in the documents to **Equipment** it shall mean domestic lifts, stairlifts, hoists and other types of similar equipment detailed within this document and other such equipment, which may be added to the contract at a future date.

Where reference is made in the documents to **Planned Maintenance**, it shall mean maintenance organised and carried out with forethought, control, and the use of records to a predetermined plan.

Where reference is made in the documents to **Preventative Maintenance** this shall mean maintenance carried out at predetermined intervals or corresponding to prescribed criteria and intended to reduce the probability of failure or performance degradation.

Where reference is made in the documents to **Emergency Maintenance** this shall mean maintenance which needs to be put in hand immediately to avoid inconvenience or other consequences.

2.2 CONTRACT DURATION

The initial contract term shall be 2 years with effect from the 1st September 2022.

Upon successful completion of the 2-year term a further 12 months may be initiated and upon successful completion of the 12 months extension a further 12 months extension to the contract may be implemented.

The maximum contract term shall be 4 years and assessments will be carried out at intermediate terms within the contract period to determine any extensions to the contract.

e.g. from September 1 2022 through until August 31 2024 inclusive then the extension from 1 September 2024 through until August 31 2025 then a further extension through until 31 August 2026.

Subject to a successful review and the ability to demonstrate a continuous improvement process, the contract will be extended beyond the initial 12 months period. Notification concerning the contract extension will be provided at the end of January 2025.

In the event of the contract not being extended beyond the milestone point identified above, a minimum 3 month notice period will be provided.

2.3 PAYMENT

The terms of payment for planned maintenance shall be following completion of the planned maintenance visits. The frequency of invoicing shall be quarterly. Upon receipt of an invoice, the Employer shall pay the Contractor within 30 days: this is subject to the invoice being both correct and free from anomalies.

Invoices shall cover all works completed in the previous quarter and a supporting Schedule of the property addresses shall be appended for:

- Supported Housing properties
- General Needs dwellings
- Sheltered Housing

Separate invoices shall be raised for repairs and call-outs and these shall be forwarded to the Contract Administrator when the works are complete together with a copy of the works order and worksheet with date of completion noted on the invoice.

Invoices shall be addressed as follows:
Folkestone and Hythe District Council
Civic Centre,
Castle Hill Ave,
Folkestone,
CT20 2QY

Invoices may be issued by email to invoices@folkestone-hythe.gov.uk or by post to the address above.

Value Added Tax shall be identified separately on invoices and added to the Contract price at the prevailing rate.

2.4 STATUTORY REQUIREMENTS

The Contractor shall comply with any statutes, statutory instruments or order or any regulation or byelaw applicable to the works. It shall be the responsibility of the Contractor to ensure that all of the Employer's obligations and statutory requirements are fulfilled or brought to the attention of the Contract Administrator as far as the Health and Safety at Work Etc. Act 1974 is concerned.

With regard to the Management of Health and Safety Work Regulations 1999, the Contractor shall include for risk assessments, to take into account the nature and type of risks, which are involved with the type of work, concerned.

It should be noted that the Employer hereby brings to the attention of the Contractor, potential hazards, which may be encountered:

- a) Work to be carried out in occupied properties where the presence of the following could give rise to hazards:
 - Children
 - Disabled people
 - Elderly people
 - Visitors to the property who are unaware that work is being carried out
 - Persons from ethnic minority groups who have little or no command of the English language.
 - Persons with contagious diseases.
- b) Other contractors may be working at the same property at the same time as the Contractor.

Planned and Responsive Maintenance, Repairs And Periodic Testing of Mobility Lift Equipment

- c) The Contractor may encounter materials contained in substances, which could be harmful to health, i.e. asbestos, alumino silicone fibre, etc.
- d) Empty properties may have hazards resulting from vandalism or the public utilities being disconnected and no artificial light being available.

The Contractor's risk assessment shall take into account the hazards identified above. The Contractor shall, from there, ensure that all employees operate a safe system of work.

Additionally, the Contractor's attention is specifically drawn to the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER).

2.5 CONTRACTOR OBLIGATIONS

The Contractor shall carry out the services as outlined in Sections 2 and 3 for the equipment as scheduled.

The following general requirements shall also be fulfilled.

- a) All visits to carry out preventative and routine maintenance shall be scheduled to take place on a particular day. The Contractor must also identify whether the appointment will be either am or pm.
- b) The Contractor's site operatives shall wear appropriate attire and carry suitable identification while carrying out the duties at the properties covered by the contract.
- c) The Contractor shall have his maintenance or call-out worksheet signed by the tenant within the property.
- d) All site personnel will have been subject to a successful CRB check and details of these will be required.
- e) The Contractor shall provide suitably qualified and trained service engineers and technicians to carry out the routine and preventative maintenance together with any repairs and call-outs.

Contractor's operative shall have a minimum NVQ Level 2 in Domestic Lifts/Stairlifts or 'Lift repair/service' or equivalent. From year two of the contract, operatives shall have NVQ qualification for 'stairlift servicing' or equivalent.

Planned and Responsive Maintenance, Repairs And Periodic Testing of Mobility Lift Equipment

- f) The Contractor shall submit within 7 months of the contract commencement date a detailed report on the condition of the installation and shall also provide advice concerning availability of spare parts and compliance of the equipment with relevant standards, etc. These reports shall be submitted to the Contract Administrator.

Refer to Appendix A which identifies basic information to be provided.

- g) The Contractor shall ensure that their personnel utilise suitable safe working procedures in line with their organisation's own Health & Safety policy.
- h) The Contractor shall isolate and leave isolated the Equipment if it is considered that it is unsafe for use. The Contract Administrator shall be notified immediately.

2.6 ADDITIONAL WORKS

Works other than the planned maintenance (including SAFed tests and inspections) will be instructed by works order.

The costings of any additional works shall be derived in accordance with the tendered schedule of rates. The Contract Administrator reserves the right to instruct other contractors to carry out such works.

2.7 WORKSHEETS / REPORTS

Following each visit to a property for planned maintenance, call-out or repair, the Contractor shall complete a signed worksheet. A copy of the worksheet in pdf format should be available to the Contract Administrator, on request, within a 24-hour period. The worksheet shall provide information on the duties carried out and shall also be dated.

2.8 RESPONSE TIMES

The response time to attend to equipment breakdowns and equipment malfunction shall be 4 hours maximum between 8.00 am and 6.00 pm (Monday to Friday). At all other times it shall be a maximum period of one working day (including weekends).

Planned and Responsive Maintenance, Repairs And Periodic Testing of Mobility Lift Equipment

The Contractor shall supply at the commencement of the contract a 24-hour emergency call-out number where immediate response in accordance with the contract can be obtained.

2.9 ACCESS TO SPARES, ETC

Within 6 months of instruction, the Contractor shall identify any critical parts or components, which cannot be obtained at short notice.

All such items shall be suitably scheduled and costed.

The information shall be identified in a report and shall be issued to the appropriate Contract Administrator.

2.10 REPORTING REQUIREMENTS

On a monthly basis the Contractor shall issue electronically (by email), reports relating to progress on planned maintenance, responsive maintenance and any SAFed testing/inspections. The reports shall be issued to designated persons as advised by the Contract Administrator.

**SECTION 3:
Basis of Maintenance Contract**

3. BASIS OF MAINTENANCE CONTRACT

3.1 CONTRACT REQUIREMENTS

The Contractor shall complete all the necessary visits per annum to each item of equipment. Visits shall be no less than 5 months and no greater than 7 months apart at each property.

The planned maintenance visits shall be pre-planned and appointment dates and times provided to the individual tenants. The tenant shall be given a minimum of 7 days notice of the visit and the preferred format shall be a letter to the Tenant advising of date and period of the day (morning / afternoon) that the visit will be carried out. A contact number shall also be provided so that the tenant can arrange for an alternative appointment date/time.

The Contractor shall produce planned and preventative maintenance plans for the various items of equipment based on original equipment manufacturer's instructions, however generically the following works shall be covered at each maintenance visit:

- a) Clean and lubricate all moving parts and mechanisms.
- b) Run and check operation of equipment and also ensure that all controls are working correctly.
- c) Check operation of over-travel and stop limits together with any other safety switches.
- d) Check electrical installation and also earth continuity.
- e) Check fixings and stability of equipment.
- f) Check main drive systems in terms of oil levels, quiet running, sprockets, bearings, etc.

All equipment installed with landing electrical interlocks shall be checked in accordance with SAFed A:4 and a suitable certificate issued annually.

All hoists and similar types of lifting equipment shall be 100% load completed once per annum.

3.2 CALL OUT ATTENDANCE AND EMERGENCY MAINTENANCE

The Contractor shall include for a call-out service facility on a 24-hour day, 7 days a week, 365 days per year basis.

Call-outs should only be attended to if the Employer's Call Centre issues an instruction/works order.

Where call-outs are attended to, the Contractor shall be paid in accordance with the tendered schedule of rates.

Should repeat call outs occur to any equipment where the regular maintenance, or call out engineer is unable to resolve the problem, the Contractor shall take further measures. These further actions shall be triggered, as a minimum, when more than 2 breakdowns occur in less than 14 day period. This period shall be on a rolling basis, the 14 days shall commence at the first call.

The Contractor shall provide suitably qualified technicians, testers, or other qualified persons who have expertise in faultfinding and special repairs, or adjustments, for specific equipment.

Following completion of repairs, or adjustments, a written report shall be provided to the Contract Administrator. This report shall indicate the nature of the faults found and actions taken. Where the Contractor believes that additional works will be required to ensure that the equipment provides reliable service, these works, and the associated costs should be identified, as should delivery and work periods.

3.3 REPAIRS AND REPLACEMENTS

During the course of the preventative and routine maintenance visits, the Contractor shall identify the need to replace or repair any items of equipment.

The findings shall be detailed in a report, which is forwarded to the Contract Administrator.

Where repairs and replacements are required, separate instructions shall be issued. The basis of costing shall be in accordance with the tendered schedule of rates.

Planned and Responsive Maintenance, Repairs And Periodic Testing of Mobility Lift Equipment

The awarded Contractor will have the skills and qualification to supply and install new mobility equipment as requested by the Employer. The new installation costs will be site specific and the Contractor will be required to provide a quote. The Employer reserves the right to gain quotes from other contractors.

Based on year 2021, the Employer completed:

- 7 straight stairlift installations
- 7 curved stairlift installations
- 1 through floor lift installation

All new installations will have 12 months warranty and will have one year's servicing and callout included within the quoted rates.

**APPENDIX A:
Asset Details**

**APPENDIX A
ASSET DETAILS**

Basis of information:

The information provided is understood to be accurate and has been compiled from existing records and reports.

Address	Make/Type
Nailbourne Court, Palm Tree Court, Lyminge CT18 8LX	Meditek - Stairlift Straight Lift
Herne Court, Horn Street, Folkestone, Kent CT19 4QT	Synergy multi-flight
112 Green Way, Lydd, Romney Marsh, Kent, TN29 9HE	Stair Curved Stannah
1 Marsh Crescent, New Romney, Kent, TN28 8JU	Bespoke Synergy Straight
25 Elventon Close, Cheriton, Folkestone, Kent, CT19 4NJ	Synergy Straight Stairlift
4 Canada Close, Cheriton, Folkestone, Kent, CT19 4JN	Stair Straight Bison Bede
93 Shaftesbury Avenue, Cheriton, Folkestone, Kent, CT19 4LL	2 floor wessex electric platform lift
3 Sir John Moore Avenue, Hythe, Kent, CT21 5DE	Stair Straight Freeway
7 Sir John Moore Avenue, Hythe, Kent, CT21 5DE	Stair Straight Freeway
42 Appledore Crescent, Cheriton, Folkestone, Kent, CT19 4NA	Stair Straight Stannah
43 Appledore Crescent, Cheriton, Folkestone, Kent, CT19 4NA	Bespoke Synergy Straight
44 Appledore Crescent, Cheriton, Folkestone, Kent, CT19 4NA	Bespoke Synergy Straight
146 Shaftesbury Avenue, Cheriton, Folkestone, Kent, CT19 4LX	Stair Straight Meditek 160
16 Creteway Close, Folkestone, Kent, CT19 6LH	Bespoke Infinity Stairlift
16 Tudor Road, Cheriton, Folkestone, Kent, CT19 4HJ	Bespoke Synergy Straight
100 Shaftesbury Avenue, Cheriton, Folkestone, Kent, CT19 4LU	Stair Straight Bison Bede
17 St Martins Road, Cheriton, Folkestone, Kent, CT20 3LA	Stannah 600 Siena
114 Green Way, Lydd, Romney Marsh, Kent, TN29 9HE	Stair Curved Brooks 80
20 Woodfield Close, Cheriton, Folkestone, Kent, CT19 4LW	Bespoke Synergy Straight
21 Taylor Road, Cheriton, Folkestone, Kent, CT19 4JJ	Bespoke Infinity Stairlift
35 Woodfield Close, Cheriton, Folkestone, Kent, CT19 4LW	Stair Straight Brooks
71 Charles Crescent, Cheriton, Folkestone, Kent, CT19 4NG	Stair Straight Meditek 160kg
26 Millfield, Hawkinge, Kent, CT18 7DG	Bespoke Synergy Straight
17 Charles Crescent, Cheriton, Folkestone, Kent, CT19 4NF	Stair Curved Stanah 260
118 Hill Road, Folkestone, Kent, CT19 6LU	Brookes Curved
33 Ingoldsby Road, Folkestone, Kent, CT19 6JL	Bespoke Synergy Straight
6 Canada Close, Cheriton, Folkestone, Kent, CT19 4JN	Stair Straight HomeAdapt Stair
15 Fremantle Road, Sandgate, Folkestone, Kent, CT20 3PY	Stair Straight Lift Able Cumbria
31 Churchlands, New Romney, Kent, TN28 8JT	Bespoke Infinity or Synergy
65 Wood Avenue, Folkestone, Kent, CT19 6JH	Stair Straight Brooks120
111 Church Road, Cheriton, Folkestone, Kent, CT20 3EW	Stair Curved Stannah 260
20 Greenfields, Sellindge, Kent, TN25 6HN	Stair Straight Stannah
34 Elventon Close, Cheriton, Folkestone, Kent, CT19 4NJ	Stair Straight Freeway
42 Eastfields, Folkestone, Kent, CT19 5RU	unknown
15 Spring Lane, Hythe, Kent, CT21 5SF	Bespoke Infinity or Synergy
36 New Road, Saltwood, Kent, CT21 4QE	Straight Handicare lift
1 Lyell Close, Hythe, Kent, CT21 5JB	unknown

Address	Make/Type
13 Cinque Ports Avenue, Hythe, Kent, CT21 6HS	Stannah 420 straight with extendable arm
5 Taylor Road, Cheriton, Folkestone, Kent, CT19 4JJ	Stair Curved Bison Bede
26 Dallas Brett Crescent, Folkestone, Kent, CT19 6NE	unknown
4 Hammel Cottages, Lypne, Kent, CT21 4PF	Bespoke Synergy Straight
48 Eastfields, Folkestone, Kent, CT19 5RU	Wessex VM36 through floor lift
58 Roman Way, Cheriton, Folkestone, Kent, CT19 4JZ	unknown
6 Roman Way, Cheriton, Folkestone, Kent, CT19 4LE	Handicare Straight stairlift
85 Millfield, Hawkinge, Kent, CT18 7DQ	Acorn 130
9 Woodfield Avenue, Cheriton, Folkestone, Kent, CT19 4LN	Bespoke Synergy Straight
93 Reachfields, Hythe, Kent, CT21 6LQ	Synergy Stairlift
9 Canada Close, Cheriton, Folkestone, Kent, CT19 4JN	unknown

**APPENDIX B:
Sample Asset Collection**

**APPENDIX B
SAMPLE ASSET COLLECTION**

The successful contractor shall provide the following details for each item of equipment within 6 months of the contract start date. The information shall be issued to the Employer in electronic format.

ADDRESS :

TENANT DETAILS : Name / Telephone

TYPE OF EQUIPMENT :

MANUFACTURER :

INSTALLATION DATE :

MANUFACTURER'S REF :

CAPACITY :

EQUIPMENT CONTROL :

WIRING DIAGRAMS : Available – Yes / No

**CONDITION APPRAISAL : Life expectancy, parts availability
etc**

Life expectancy : 0-3 years

4-5 years

5-10 years

(condition: Good, Satisfactory, Poor)

Schedule of Processing, Personal Data and Data Subjects

Schedule: Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors,¹ however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

The contact details of the Controllers' Data Protection Officers are:

Mrs Amandeep Khroud
The District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue,
Folkestone, Kent CT20 2QY
data.protection@folkestone-hythe.gov.uk

The contact details of the Processor's Data Protection Officer are:

[REDACTED]

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, The District Council of Folkestone and Hythe is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	This processing is needed in order to ensure that the Controllers can effectively manage housing to tenants and/or leaseholders of properties owned by The District Council of Folkestone and Hythe This Contract concerns the servicing, repair, replacement and installation of mobility lifts and in addition any associated works.
Duration of the processing	This contract commences on 1 December 2022 and is due to finish 30 November 2024

¹ For the terms of this agreement, the Contractor is acknowledged to be the data Processor

<p>Nature and purposes of the processing</p>	<p>The nature of the processing is the Contractor making contact with residents of the properties owned by The District Council of Folkestone and Hythe to enable access for the works.</p>
<p>Type of Personal Data being Processed</p>	<p>Data to be processed includes: Names, address, telephone number.</p> <p>Potentially, the Processor may be provided with information indicating that the data subject may be potentially violent (PVP marker) and/or details of any disability. Where there is a disability or other special need, details of next of kin and/or helper may be passed to the Processor.</p>
<p>Categories of Data Subject</p>	<p>Tenants of properties owned by The District Council of Folkestone and Hythe.</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data passed to the Processor will be retained for the duration of the contract.</p> <p>The Processor shall, within four weeks of the end of the contract, securely dispose of all data shared during the course of this contract.</p> <p>The Processor will issue a certificate of deletion to the Controller.</p>

Invitation to Tender (ITT) Instruction Document



Mobility Lift Installations, Inspections, Maintenance and Servicing 2022-26 July 2022

CONTENTS

- Section 1 – Supplier details
- Section 2 – Technical and quality questions
- Section 3 – Pricing schedule
- Section 4 – Terms & conditions of contract
- Section 5 – Declarations

REQUIRED DOCUMENTS

Please also complete and provide:

- Appendix B – pricing schedule
- ITT sub-contractor information (if applicable)

APPENDICES

Please list any additional documents you have submitted with your tender:

-

SECTION 1 – SUITABILITY QUESTIONNAIRE

1.1 ORGANISATION DETAILS

This section is for information only, but must be completed in full.

The terms 'the organisation' and 'your organisation' used in this document mean your business, company, charity, partnership or any other type of organisation identified below.

Full name of the organisation submitting this tender	AJ Mobility Ltd
Registered office address:	AJM Healthcare Unit 17, North Crescent Diplocks Way Hailsham East Sussex. BN27 3JF
Company registration or charity registration number	02808028
VAT registration number	307 5497 88
Name of immediate parent company	AJ Mobility Group Limited
Name of ultimate parent company	AJM Healthcare Group Limited
Type of organisation: <ul style="list-style-type: none"> • public limited company (PLC) • limited company (LTD) • limited liability partnership (LLP) • other partnership • sole trader • third sector (charity) • other (please explain) 	please state which: <ul style="list-style-type: none"> • limited company (LTD)
Are you a Small, Medium or Micro Enterprise (SME)?	Yes
Contact details for questions about this tender	
Name:	██████████

Phone:	██████████
Mobile:	██████████
Email:	██

Sole bidding organisation

You are a 'sole bidding organisation' if this tender is submitted for your company only. If you intend to use sub-contractors, consultants or other partner organisations to deliver the contract, you do not need to identify them in your response*. Your company will be entirely liable to Folkestone & Hythe District Council (F&HDC) for the delivery of the requirements of the contract.

*Exception: where sub-contractors will play a significant role in the delivery of the services (e.g. more than 50%) please refer to Section 1.1

Consortia, partnerships and joint ventures

If you are tendering for this contract on behalf of a group of companies (a consortium, partnership or joint venture) the following information must be provided:

- Full details of the consortium, partnership or joint venture and
- Information sought in this questionnaire in respect of each of the consortia, partnership or joint venture constituent members as part of a single response.

If you propose to create a separate corporate entity for this contract, you must provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate schedule (how much of the new organisation each member will own).

F&HDC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19(6) of the Public Contracts Regulations 2015.

If there is a change in the consortium, partnership or joint venture you must inform F&HDC immediately.

Special Purpose Vehicles (SPV)

You are a 'Special Purpose Vehicle' (SPV) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract.

In addition the member organisation of the special purpose vehicle will be required to be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of

- (a) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or
- (b) the future organisational or legal standing of the special purpose vehicle.

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You must inform F&HDC of any withdrawal of members of the SPV during or subsequent to the ITT so that the implications of such a withdrawal may be assessed.

Consortia and sub-contracting (please tick)	
a) Your organisation is bidding to deliver the contract itself	✓
b) Your organisation is bidding in the role of prime contractor and intends to use third parties to deliver some of the contract If more than 50% of the work will be completed by sub-contractors, please complete the sub-contractor information template provided.	
c) Bidding organisation is a consortium, joint venture or partnership	
d) Bidding organisation is a special purpose vehicle	
<p>If your answer is (c) or (d) please provide a separate document explaining which member of the group will be responsible for providing each part of the contract.</p>	

for non-UK organisations only	
<p>Is your organisation registered with the appropriate trade or professional register(s) in the EU member state where it is established?</p> <p>If yes, please provide details and any registration numbers.</p>	Yes / No
<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a particular organisation in order to provide the services in this procurement?</p> <p>If yes, please provide details of what is required and confirm that you have complied with this.</p>	Yes / No

1.2 GROUNDS FOR MANDATORY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question in this section your tender will be rejected.

If you are unsure how to respond you should contact us for advice before completing this form.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

<p>1.2.1 Details about the grounds for mandatory rejection are set out on online (go to gov.uk webpage).</p> <p>If your organisation or any other person who has powers of representation, decision or control in your organisation has been convicted anywhere in the world for any of the offenses below within the last 5 years, please mark which.</p>	<p>Answer</p>
<p>(a) Participation in a criminal organisation.</p>	<p>No</p>
<p>(b) Corruption.</p>	<p>No</p>
<p>(c) Fraud.</p>	<p>No</p>
<p>(d) Terrorist offences or offences linked to terrorist activities</p>	<p>No</p>
<p>(e) Money laundering or terrorist financing</p>	<p>No</p>
<p>(f) Child labour and other forms of trafficking in human beings</p>	<p>No</p>
<p>(g) Has your organisation been in breach of tax payment or social security contribution obligations?</p>	<p>No</p>
<p>1.2.2 If you answered "yes" to any of (a) to (f) above, please provide:</p> <ul style="list-style-type: none"> • Date of conviction; • which the conviction was for; • the reasons for conviction; and • Identity of who has been convicted <p>If the relevant documentation is available online, please provide:</p>	

<ul style="list-style-type: none"> • the web address; • issuing authority; and • reference of the documents
Not applicable
<p>1.2.3 If you answered "yes" to (g) above,</p> <p>(a) provide details.</p> <p>(b) confirm you have paid, or have entered into a binding arrangement to pay, the outstanding sum (and any accrued interest or fines).</p>
Not applicable

1.3 GROUNDS FOR DISCRETIONARY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question F&HDC is entitled to reject your tender but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'yes' to any question, please set out (in 1.3.1) the full details of the relevant incident and any remedial action taken. F&HDC will consider your response before making a decision about whether or not to include your tender in its evaluations or to reject it.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

<p>1.3.1 Details about the grounds for discretionary rejection are set out on online (go to gov.uk webpage).</p> <p>Do any of the below apply or have applied to your organisation or any other person who has powers of representation, decision or control in your organisation within the last 3 years?</p>	Answer
(a) Breach of environmental obligations?	No
(b) Breach of social obligations?	No
(c) Breach of labour law obligations?	No
(d) Bankruptcy or gone into liquidation or receivership? Or currently subject to proceedings for the appointment of a receiver, manager or administrator on behalf of a creditor?	No
(e) Committed an act of grave misconduct in the course of your business or profession?	No

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Or been convicted of a criminal offence relating to the conduct of your business or profession?	
(f) been significantly or persistently deficient in the performance of a previous public contract, leading to early termination of the contract, damages, or other comparable sanctions	No
1.3.2 Conflict of interest	
(a) Is any officer, employee or consultant of your organisation an employee or ex-employee of F&HDC or in any way connected to an employee or ex-employee of F&HDC? Or Is any officer, employee or consultant of your organisation an elected member of the Authority or someone who has been an elected member?	No
(b) Is any officer, employee or consultant of your organisation involved in any other organisation that may be interested in bidding for F&HDC services under this tender process?	No
(c) Been involved in the preparation of this procurement process, design of services, or tender documents?	No
(d) Obtained or attempted to obtain confidential information, or entered into unlawful agreements with competitors whose to restrain or distort competition, or influenced or attempted to influence the evaluation panel or F&HDC in the process of preparing this tender?	No
(e) Aware of any other conflicts of interest in submitting this tender or which may occur in delivering the services?	No
1.3.3 If the answer to any of the criteria listed in 1.3.1 or 1.3.2 above is “yes”, please give details, including action has been taken to remedy the situation.	
Not applicable	

1.4 ECONOMIC & FINANCIAL STANDING

This Section is risk based **PASS/FAIL**.

You are not required to submit any financial documents at this time, but F&HDC reserves the right to request further information and or request a credit agency report.

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If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: we will obtain this information for each member of the group. The threshold for turnover can be met entirely by one member or by a combination of members; it is not necessary for each member to individually meet the threshold.

1.4.1	Is your annual turnover (at the date of the last audited accounts) greater than £145,000 GBP?	Yes
1.4.2	If the audited accounts dated more than 6 months ago, has been any material change in the financial or trading conditions of your organisation?	No material change
1.4.3	If your organisation has been trading for fewer than 12 months, is your projected annual turnover greater than £145,000 GBP?	Not applicable
1.4.4	Please list which you are able to provide: A copy of your audited accounts for the last two years, Or financial statements for the most recent year, Or a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	A copy of your audited accounts for the last two years. Please find attached.
1.4.5	If you cannot provide one of the above, please explain why and list any other financial information you can provide.	Not applicable
1.4.6	If you have a parent company are you able to provide parent company accounts?	Yes
1.4.7	If you have a parent company is the parent company willing to provide a guarantee at F&HDC's request?	Yes
1.4.8	If you <u>do not</u> have a parent company Or your parent company will not offer a Parent Company Guarantee will you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Not applicable

1.5 INSURANCE

This Section is **PASS/FAIL**. Your organisation will fail if it does not hold or is unwilling to obtain the minimum levels of insurance required.

You are not required to submit any evidence at this time. If you are successful, you will be asked to provide evidence in the form of copies of policies, letters of confirmation from insurers (or Brokers).

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: you must be adequately covered as a whole but may do so through any combination of policies of member organisations.

1.5.1 Is your Public Liability indemnity cover greater than £5 million GBP per incident?	Yes
1.5.2 Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?	Yes
1.5.3 Is your Professional Indemnity cover greater than £ 2 million GBP per incident?	Yes

1.6 HEALTH & SAFETY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: the lead member must ensure that this information is shared with all members. The lead member must confirm that all members understand and agree their obligations in this section.

Your organisation must:

- Ensure that its entire workforce and all sub-contractors will comply with all relevant health and safety legislation as well as any requirements or instructions from F&HDC.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.

If your organisation has five or more employees

- have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce.
This policy must provide details of the competent person or persons that have been

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appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

F&HDC may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

Further information on employers' health and safety obligations can be found on the Health and Safety Executive website at [hse.gov.uk/simple-health-safety/index](https://www.hse.gov.uk/simple-health-safety/index).

Specific guidance on how to write a policy and risk assessment is available at [hse.gov.uk/simple-health-safety/write](https://www.hse.gov.uk/simple-health-safety/write).

Please confirm that you understand and agree to your obligations as described above	Yes
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1.7 EQUALITY & DIVERSITY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.7.1 Does your organisation comply with its legal obligations under the Equality Act 2010, relating to the protected characteristics as follows?	Answer
Age	Yes
Disability	Yes
Gender reassignment	Yes
Marriage and civil partnership	Yes
Pregnancy and maternity	Yes
Race	Yes
Religion or belief	Yes
Sex	Yes
Sexual orientation	Yes

<p>1.7.2 In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal? Or in comparable proceedings in any jurisdiction other than the UK?</p>	<p>No</p>
<p>1.7.3 In the last three years has any finding of unlawful discrimination been made against your organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body?</p>	<p>No</p>
<p>1.7.4 If the answer to either 1.8.2 or 1.8.3 was Yes, provide the following information:</p> <p>(a) If your organisation was required to take action, did the action taken satisfy the relevant organisation?</p> <p>(b) what action your organisation was required to take</p> <p>(c) what action your organisation took. If your organisation did not take the required action, explain why not.</p> <p>You may be excluded if you are unable to demonstrate to F&HDC's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination occurring in the future.</p>	
<p>Not applicable</p>	
<p>1.7.5 If you use sub-contractors, do you have processes in place to check whether any of the above apply to your sub-contractors?</p>	<p>Not applicable</p>

1.8 MODERN SLAVERY

<p>1.8.1 Section 54 of the Modern Slavery Act 2015 requires organisations with a turnover of £36 million or more to develop a slavery and human trafficking statement each year.</p> <p>Does this requirement apply to your organisation?</p> <p>Guidance about the Modern Slavery Act 2015 can be found online (go to gov.uk webpage)</p>	<p>No</p>
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<p>1.8.2 If you have answered 'yes' to 1.8.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p> <p>If yes, provide the web address where your report can be found</p> <p>If no, please explain.</p>	<p>Not applicable as we do not meet the turnover threshold.</p>
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<p>1.8.3 This question is for information only. Your tender will not be rejected if the answer is 'no'.</p> <p>If you have answered 'no' to 1.8.1, do you have a modern slavery policy or measures in place to mitigate the risk of modern slavery in your organisation and in your supply chain?</p> <p>This would include checks made on your staff and people who work for your organisation through subcontractors and agencies.</p> <p>If yes, please provide details of the measures currently in place.</p>	
<p>Yes</p> <p>A policy is in place</p> <p>Monitoring and recording procedures are in place in the organisation and supply chain.</p> <p>All staff checked to NHS Safer Recruitment standard</p> <p>All staff are enhanced DBS checked</p>	

<p>1.8.4 This question is for information only. Your tender will not be rejected if the answer is 'no'.</p> <p>Are all of your employees paid at the National Living Wage (NLW) or higher?</p> <p>The current rate of NLW can be found online (go to gov.uk webpage)</p>	<p>Yes, we pay National Living Wage as a minimum to all our employees, including employees under 25 years of age.</p>
	<p>No, we pay National Minimum Wage to employees under 25 years of age.</p>

1.9 WHISTLEBLOWING

<p>1.9.1 Do you have a Whistleblowing policy in place; or do you agree to have in place or adopt F&HDC's Whistleblowing policy by contract award?</p> <p>(go to F&HDC's policy page)</p>	<p>Yes (in place)</p>
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SECTION 2 – TECHNICAL AND QUALITY QUESTIONS

2.1 CAPABILITY

This section is **PASS/FAIL**. A bidding organisation will fail if it cannot provide details of up to 3 contracts that demonstrate technical capability or provide alternative evidence.

RELEVANT EXPERIENCE AND CONTRACT EXAMPLES

Please provide details of up to three contracts from the public, private or voluntary sector, that are relevant to the services described in this tender.

Contracts for the supply of goods or services should be from the past three years. Works contracts may be from the past five years.

The customer contact for each example should be prepared to speak to F&HDC to confirm the accuracy of the information provided below.

Suppliers should not use previous work for or associated with F&HDC in these examples.

	Contract 1	Contract 2	Contract 3
Name of Customer Organisation	Hawkhurst House	East Sussex Children’s Integrated Therapy Service	Sussex Healthcare (now Silverlake Care)
Contact name, telephone number & email	██████████ ██████████ ██████████ ████████████████████	██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ████████████████████
Start date	May 2018	June 2019	December 2019

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End date	Rolling	02/02/2023	Rolling
Estimated Contract Value	██████████	██████████	██████████
Brief description of contract	Service & Repair of medical devices (including hoists, stairlifts, bath lifters, weigh scales, profiling beds & mattresses)	Children's community disability equipment approved repairer contract & product provision)	Service, repair, maintenance & installations of medical devices (including hoists, stairlifts, beds, mattresses, assisted bathing equipment, slings etc.)
If you cannot provide three contract examples please give evidence of your technical capability in this market.	Not applicable		

2.2 GENERAL DATA PROTECTION

For the purposes of the Data Protection Legislation, F&HDC is the data controller and the contractor will be the data processor.

Details of the data processing are provided in **Appendix D – Processing Personal Data Schedule**.

2.2.1 Do you have the resources, systems and procedures in place to ensure your organisation will comply with the General Data Protection Regulations and F&HDC's information management policies while performing the contracted services?

If **yes**, please provide details of the measures currently in place.

If **no**, please detail what measures will be in place before the contract starts.

[Redacted content]

[Redacted content]

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

2.3 HEADLINE QUESTIONS

This question is for information only. Your tender will not be rejected if the answer is 'no'.

<p>2.3.1 Do you currently have a carbon reduction plan or other measures in place to avoid or minimise the carbon emissions produced by your organisation and in your supply chain?</p>	<p>Yes</p>
<p>2.3.2 Provide an estimated figure for your scope 1 (direct emissions), scope 2 (energy indirect) emissions for your organisation's previous financial year. Guidance on how to calculate this figure can be found online (go to "Small Business User Guide" on gov.uk website)</p>	
<p>We currently do not have the information available to estimate a figure</p>	
<p>2.3.3 The estimated annual value of this contract is £231,200. Calculate the estimated annual contract value as a % of your turnover for the last financial year or your estimated turnover for the current financial year (e.g. £231,200 is 5% of £4,624,000). Apply this percentage to your estimated annual emissions to provide an estimate of the CO2 that will be emitted in the delivery of this contract. (e.g. if the contract value is estimated at 5% of your turnover, what is 5% of your organisation's scope 1 and scope 2 carbon emissions)</p>	
<p>The estimated annual contract value is 1% of our turnover</p>	

2.4 WEIGHTED QUESTIONS

Q1. Performance Management (20%)

Explain how you will proactively manage the service to maintain a planned programme and achieve the service levels required.

Your answer should include:

- How you ensure you have sufficient resource and capacity from the commencement date;
- how you will manage and maintain access to appropriate stock levels, on a district basis, to confirm that sufficient capacity and continuity of service can be provided; and
- how you manage your supply-chain in relation to out of manufacture and current stock components, and what steps you take to ensure continuity and efficiency within your supply-chain.

Max words 1000

[Redacted answer content]

[Redacted text block]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted text block]

[Redacted text block containing approximately 30 lines of blacked-out content]

985/1000 words

Q2. Training and Development (20%)

All staff working on this contract will be required to be fully competent and proficient in carrying out the services required.

Describe the on-going training and development your staff will receive throughout their employment. How is their performance assessed on an on-going basis and how will you ensure that their training program keeps them up to date with developments in industry standards?

1000 words

[Redacted content]

[Redacted text block containing multiple paragraphs of blacked-out content]

[Redacted text block]

912/1000

Q3. Tenant Safety (20%)

Describe the measures that would be put in place to ensure the safety of residents and staff while works are undertaken.

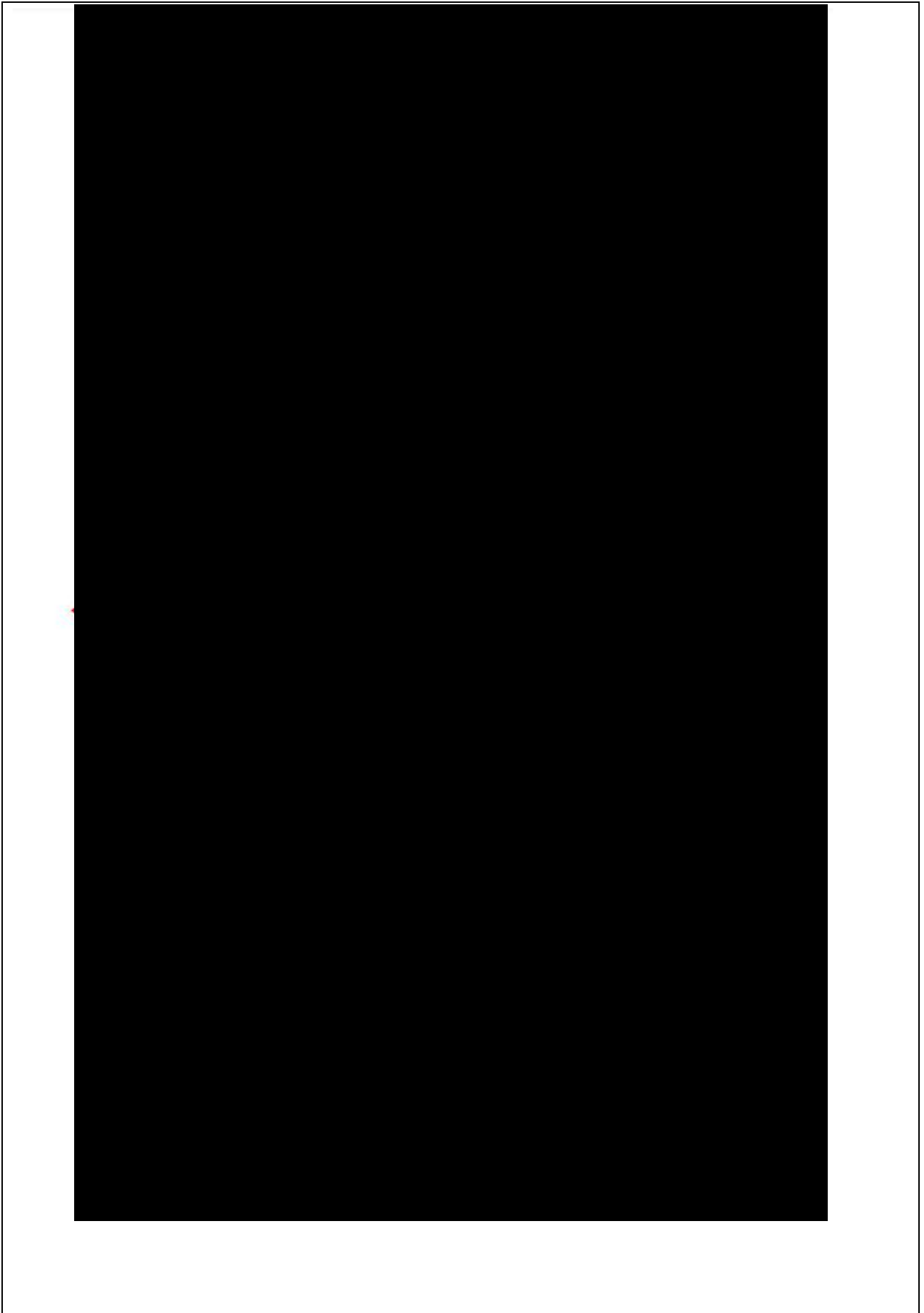
Your response should also include;

- Measures for preventing of the spread of COVID-19
- How you will ensure the safety of vulnerable residents, including any examples of previous experience.
- Outline your complaint procedure and describe how complaints will be handled

1000 words

[Redacted text block]

[Redacted content]



[Redacted content]

- [Redacted list item]
- [Redacted list item]
- [Redacted list item]
- [Redacted list item]
- [Redacted list item]

[Redacted content]

997/1000

Q4. Carbon Reduction (5%)

F&HDC has made a climate pledge and aims to become carbon neutral by 2030. Details on the action the Customer is taking can be found at folkestone-hythe.gov.uk/climatechange.

Explain how you will mitigate or eliminate the carbon impact of activities carried out under this contract.

This can include action your organisation is already taking or plans to implement during the initial period of the contract.

Your answer should include how you will monitor these commitments in a measurable way.

If your organisation is appointed, you will be required to report on the delivery of these commitments and they will be included in performance reviews.

500 words

[Redacted content]

[Redacted text block containing multiple paragraphs and a bulleted list, all obscured by black bars]

Q5. Social Value (5%)

F&HDC's Corporate Plan "Creating Tomorrow Together" sets out the council's guiding principles and service ambitions. The Corporate Plan can be viewed at folkestone-hythe.gov.uk/creatingtomorrowtogether.

Explain how you will support and further the Customer's ambitions through the delivery of the contract.

This can include action your organisation is already taking or plans to implement during the initial period of the contract.

For example, your offer might include:

- A resource commitment (supply of staff resources annually to support an event/events);
- An equipment commitment (provision of equipment annually to support an event/events);
- A financial commitment (% of the contract sum as an annual contribution to support FHDC's Corporate Plan); and/or
- An offer of Training and Apprenticeship Opportunities

Your answer should include how you will monitor these commitments in a measurable way.

If your organisation is appointed, you will be required to report on the delivery of these commitments and they will be included in performance reviews.

500 words

[Redacted response area containing multiple lines of blacked-out text]

[Redacted text block containing multiple paragraphs and a bulleted list, all obscured by black bars.]

[Redacted text block containing approximately 15 lines of blacked-out content]

494/500 words

SECTION 3 – PRICING SCHEDULE

3.1.1 Please complete **Appendix B – Price Schedule**.

Detailed instructions on how to complete the schedule are included in that document.

3.1.2 Prices/rates are to be in £ Sterling (GBP), net only, and inclusive of all costs associated with the provision of the services (or works or goods).

3.1.3 Price(s) submitted must be **exclusive** of Value Added Tax (VAT). The percentage and amount of VAT will be shown on invoices at the current rate at the time of invoicing, if VAT applies.

3.1.4 Any estimated requirements (e.g. volumes) we give are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.

3.1.5 From year 2 onwards, the appointed service provider may make an annual recommendation to vary the contracted rates based on a maximum of CPI for the SEC member (F&HDC) to consider.

3.1.6 If we find any arithmetical or mathematical errors in your tender, we correct it and inform you of any corrections we make. However, we are not responsible for finding errors. It is your responsibility to make sure your tender is complete, comprehensive and correct.

SECTION 4 – TERMS & CONDITIONS OF CONTRACT

This Section is **PASS/FAIL**. If you answer 'no' F&HDC is entitled to reject your tender but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'no', please set out the full details in an additional appendix. F&HDC will consider your response before making a decision about whether or not to include your tender in its evaluations or to reject it.

<p>Please ensure you have read Appendix C and Section 7 of the Instructions document.</p> <p>Do you accept F&HDC's terms (or the terms as amended by F&HDC in any pre-tender clarifications)?</p>	<p>Yes</p>
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SECTION 5 – DECLARATIONS

TO: The District Council of Folkestone and Hythe (F&HDC)

PROVISION OF: Mobility Lift Installations, Inspections,
Maintenance and Servicing 2022-26

REFERENCE: DN622967

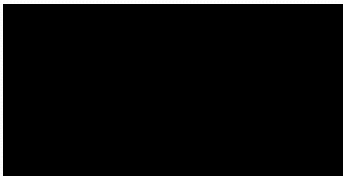

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I am aware of the consequences of serious misrepresentation.

I declare our tender has not been calculated by agreement or arrangement with any person other than F&HDC and that the pricing information for our tender has not been shared with any person before the Tender Return Date and not without the written consent of F&HDC.

I declare no person at my organisation has canvassed or solicited any member, officer, employee or agent of F&HDC in connection with the award of the Contract and that no person will do so before F&HDC completes the evaluation process.

I warrant that I have all requisite authority to sign this tender and confirm that I have complied with all the requirements of the tender process described in the **Further Competition Instructions** and this **Further Competition supplier response document**.

Signature:	
Name & job title:	 , Business Development and Customer Relations Director
Dated:	10/08/2022
For and on behalf of:	AJ Mobility Ltd

Pricing Document - Mobility Lift Equipment

Mobility Lift Servicing £

TOTAL £



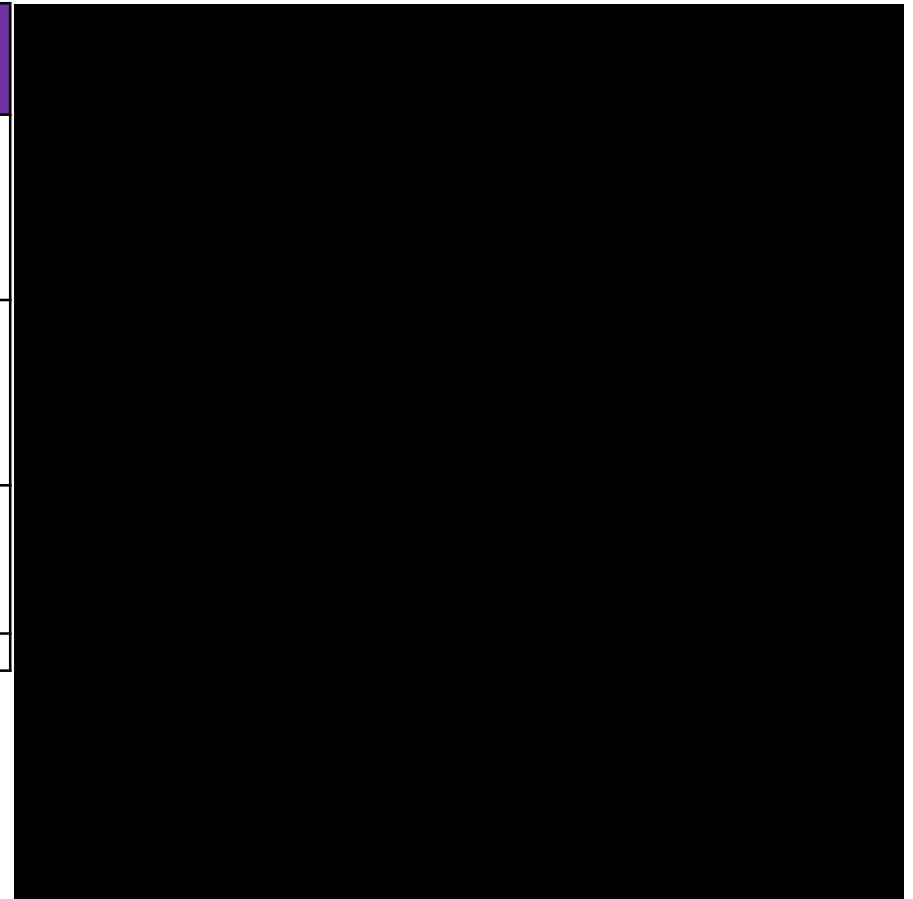
Pricing Document - Mobility Lift Equipment

Description	£ per annum	Notional quantity	Total for evaluation
Stairlifts serviced 6 monthly	£ [REDACTED]	46	£ [REDACTED]
Through floor lifts serviced quarterly	£ [REDACTED]	2	£ [REDACTED]
TOTAL			£ [REDACTED]

Pricing Document - Mobility Lift Equipment

The prices submitted will exclude electrical work and will be to supply and install the equipment only, The costs submitted are for info only.

Description	£	Estimated Quantity	Total for evaluation
Supply and Installation of a powered swivel with powered footrest stair lift (4m straight stair) and removal/disposal of old unit	£ [REDACTED]	7	£ [REDACTED]
Supply and Installation of a powered swivel with powered footrest stair lift (7m curved stair) and removal/disposal of old unit	£ [REDACTED]	7	£ [REDACTED]
Supply and Installation of through floor home lift (up to three metres travel) and removal/disposal of old unit	£ [REDACTED]	1	£ [REDACTED]
		TOTAL	£ [REDACTED]



Pricing Document - Mobility Lift Equipment

These rates are to be utilised for works deemed outside of the scope of the Specification

Engineer	£
Price to attend on-site 8am - 6pm Mon-Fri. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours 6pm - 8am Mon-Fri and all day Saturday. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours Sundays & Bank Holidays. To include 60mins on site and to include engineer travel time and expenses to site.	
Technician	
Price to attend on-site 8am - 6pm Mon-Fri. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours 6pm - 8am Mon-Fri and all day Saturday. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours Sundays & Bank Holidays. To include 60mins on site and to include engineer travel time and expenses to site.	
Mate	
Price to attend on-site 8am - 6pm Mon-Fri. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours 6pm - 8am Mon-Fri and all day Saturday. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours Sundays & Bank Holidays. To include 60mins on site and to include engineer travel time and expenses to site.	