

DATE

2 December

2022

(1)

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

- and -

(2)

PRECISION LIFT SERVICES LIMITED

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

THIS CONTRACT is made the 2nd day of December 2022

BETWEEN

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

AND

(2) **PRECISION LIFT SERVICES LIMITED** (company registration no. 03213600) whose registered office is at Crossways Point 15 Victory Way, Crossways Business Park, Dartford, Kent, England, DA2 ("**the Contractor**")

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

WHEREAS

The Employer wishes certain works to be provided, namely the servicing, maintenance and repair of passenger lifts in the Employer's social housing properties ("**the Works**") and has accepted a tender from the Contractor dated 12 August 2022 for the provision of the Works

IT IS HEREBY AGREED as follows:

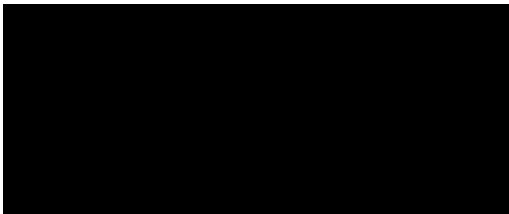
1. This Contract incorporates the following Contract Documents and constitutes the entire agreement between the Parties relating to the Works:
 - the Employer's Schedule of Amendments to the JCT Measured Term Contract 2016 Edition ("**Schedule of Amendments**"), which shall prevail over any of the other 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;

- SEC Passenger and Mobility Lifts Framework (OJEU 2019/S 201-488928);
 - The Contractor's Tender Document including:
 - Form of Tender dated 12 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 £76,440.00.
 - 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:



9680

EXECUTED AS A DEED by
PRECISION LIFT SERVICES LIMITED acting by:

Director	A large black rectangular redaction box covering the signature of the Director/Company Secretary.	
Director/ Company Secretary		

CONDITIONS OF CONTRACT

The Form of Contract in respect of servicing, maintenance and repair of passenger 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:

PRECISION LIFT SERVICES LIMITED (company registration no. 03213600) whose registered office is at Crossways Point 15 Victory Way, Crossways Business Park, Dartford, Kent, England, DA2

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 of Passenger 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: ██████████ Operations Director of Precision Lift Services Limited, Crossways Point 15 Victory Way, Crossways Business Park, Dartford, Kent, DA2 6DT 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 Liquidated Damages	£19,000 (<i>nineteen thousand pounds</i>) per annum does not apply
8 Priority coding for Orders (Clause 2.6)	"normal" 4 hour response "entrapment" 1 hour response
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> Valuation Dates <i>(if no date is stated, the Valuation Date is the last day of each month)</i>	does not apply, see Schedule of Amendments The Valuation Date in each month is the 28th day of the month

Item		Insertion
11	Responsibility for measurement and valuation (Clause 5.2) <i>(Unless one of the 3 options opposite is selected, the Contract Administrator shall measure and value all Orders)</i>	The Contractor shall measure and value all Orders
12.1	Schedule of Rates (Clauses 5.3, 5.6.1 and 5.6.2)	
	The Schedule of Rates is	the Contractor's tendered schedule of rates
	subject to adjustments of the rates listed in that Schedule by the	does not apply
	of the Adjustment Percentage which is	does not apply
12.2	Where the Schedule of Rates is the National Schedule of Rates the version(s) identified opposite are to apply	does not apply
12.3	Rates – Fluctuations Clause 5.6.1 <i>(Unless "applies" is deleted, the clause shall be deemed to apply)</i>	see Schedule of Amendments Clause 5.6
12.4	Basis and dates of revision (Not applicable where National Schedule of Rates applies)	
	Where clause 5.6.1 applies, the basis on which the Schedule of Rates is to be revised under clause 5.6.1.2 <i>(If no basis is identified the rates remain fixed for all Orders)</i>	See Schedule of Amendments Clause 5.6
	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>	

Item	Insertion
<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, 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>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.</p>	

Item	Insertion
<p>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 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>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/>

Item	Insertion
15.6 Terrorism Cover – details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required)</i>	are set out in the following document(s) _____
16 Break Provisions – Employer or Contractor (Clause 7.1)	13 weeks
17 Settlement of Disputes (Clauses 9.2, 9.3 and 9.4.1)	<p data-bbox="312 667 491 705">Adjudication</p> <p data-bbox="842 667 1209 779">Nominator of Adjudicator: The Royal Institution of Chartered Surveyors</p> <p data-bbox="312 817 632 891">Arbitration Appointer of Arbitrator</p> <p data-bbox="842 817 1305 925">President or a Vice-President of The Royal Institution of Chartered Surveyors</p>
18 Contractor's Representative shall be <i>(or such other person appointed by the Contractor in accordance with new clause 3.3.3)</i>	<p data-bbox="842 1003 1329 1216">  Managing Director of Precision Lift Services Limited, Crossways Point 15 Victory Way, Crossways Business Park, Dartford, Kent, DA2 6DT </p>

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 12 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.”

[continued on next page]

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 £2,000,000 (two million pounds) 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.”

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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.

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- 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.

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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 in the form set out in Appendix E. The guarantee must be in place before the Contract commences.”



APPENDIX A

Passenger Lift Maintenance Specification

**Passenger Lift Maintenance
Specification and Terms and
Conditions**

For and on behalf of:

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

Date:	April 2022
Ref	JN220003/22/TEC/PCM

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Passenger Lift Maintenance Specification

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**SECTION 1:
Lift Maintenance Contract - Particulars**

1.1 INTRODUCTION

Folkestone and Hythe District Council are looking to procure a new passenger lift maintenance contract which will cover maintenance and repair of all passenger lifts in their portfolio.

The contract will cover the maintenance of passenger lifts on a comprehensive basis with this including planned and preventative maintenance, a responsive call out service, emergency maintenance, repairs and component replacements. Additionally, certain elements of Supplementary Testing will be included within a fixed annual sum.

To deliver the level of service required, the Contractor will be expected to provide comprehensive reporting systems to provide confidence that all aspects of maintenance are being carried out correctly and in accordance with the contract requirements.

The Employer is also committed to carrying out the refurbishment or modernisation of those lifts that fall into these areas and the Contractor will be invited to provide a competitive tender for these projects when tender opportunities arise.

1.2 PROPERTY AND TENANT PROFILE

The range of properties covered will include:

Sheltered Housing, General Needs Housing and Leasehold/Shared Ownership.

In general, the Contractor's main point of contact for day to day issues will be the designated contact person where there are site representatives. The following resident/occupier categories are involved:

Sheltered Housing: Elderly persons provided with communal facilities

Leaseholder/ Shared Ownership: where Folkestone and Hythe District Council is the Landlord and flats have been purchased or are part owned.

**SECTION 2:
Terms and Conditions**

2.1 DEFINITIONS

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

Where reference in the documents is made to the **Contractor** it shall mean the Contractor who is employed by the Employer to carry out the lift 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 lifts in a condition where they can perform their required function. This term shall encompass all forms of maintenance, call out attendance and repairs and replacements as defined in the Contract.

Where reference is made in the documents to **Lifts** it shall mean the passenger lift installations detailed within Appendix 1.

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 1st 2022 through until August 31st 2024 inclusive then the extension from 1st September 2024 through until August 31st 2025 then a further extension through until 31st 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

2.3.1 Deductions

The Employer expects to have at least 99% lift service on the site each month. These figures will be based on the hours of 08:00 to 18:00 Monday to Friday totalling a 50-hour week. Failure to achieve this percentage in any month could carry a deduction from the Contractor's total monthly service invoice value.

Example:

For a 20-day month with 100 lifts;

20 days x 10 hours/day x 100 lifts = 20,000 total in service hours. Target of 99% lift in service = 19,800 Hours

The following deductions may be made from the Contractor's monthly total service invoice value;

Between 3 to 5 missed service visits – 5%

Between 6 to 10 missed service visits – 10%

Between 11 to 15 missed service visits – 15%

Between 16 to 20 missed service visits – 20%

Above 21 missed service visits – 50%

Failure to meet the response times set out in the Contract could result in the following deductions being made from the Contractor's monthly total service invoice value;

3 to 5 occasions over the calendar month - 5%

6 to 10 occasions over the calendar month – 10%

11 to 15 occasions over the calendar month – 15%

16 to 20 occasions over the calendar month – 20%

Above 21 occasions over the calendar month – 30%

2.3.2 Invoicing

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.

For the maintenance visits, an application for payment shall be submitted to the Employer with all corresponding paperwork to include a schedule of maintenance visits.

Where instances of mis-use and abuse or vandalism are believed to have occurred, these applications will have to be provided with all corresponding evidence to include photographic evidence. Failure to provide all of this information with the application will void such application.

For works outside of the terms of the lift maintenance contract, these will have to be provided with separate instruction and shall be submitted when the works are complete.

Upon receipt of applications, a payment certificate will be issued to the Contractor. The Contractor will submit the certificate alongside the invoice to the Employer for payment. Invoices shall be paid within 30 days.

The above are subject to the application and invoice being both correct and free from anomalies.

Where works are instructed for chargeable repairs to be carried out, the following information shall be provided with the monthly invoice.

1. Order number (if applicable).
2. Attached worksheet identifying labour and material costs.
3. Photographic evidence where applicable.

2.4 EXPIRATION

At the end of the Contract term or in the event of termination, the Contractor shall ensure that all lifts are in good working order and complying with the requirements of this document. A final inspection and audit will take place for all lifts and the Contractor will be required to complete any remedial works within 14 days.

2.5 ARBITRATION

In the event of a dispute between the Employer and the Contractor, the Employer may agree to the appointment of an Independent Consultant to settle such a dispute. The selection of the Independent Consultant shall be subject to agreement between the parties concerned.

The Independent Consultant shall act as an Expert and not as an Arbitrator and his decision shall be final and binding on all parties concerned.

2.6 EMPLOYER OBLIGATIONS

The Employer undertakes to:

- a) Advise the Contractor of lift call outs or malfunctions as soon as reasonably practical.
- b) Advise the Contractor of any relevant change in usage of the lifts.
- c) Provide reasonable access to the lift wells and lift machinery spaces for the purpose of lift maintenance, repairs and inspections. Refer to Section 5 for access details.
- d) Ensure that as far as reasonably practical, only lift related equipment is installed or stored within the lift well and lift machinery space.
- e) The Employer will issue LOLER reports in a timely manner.
- f) It should be noted that the Employer reserves the right to:
 - i. Instruct other specialist contractors to carry out works in the lift well and/or the machinery space provided that they are suitably qualified and trained to enter these areas and that the works do not have a direct effect on the lift equipment covered by this Contract.

- ii. Employ and utilise third parties to monitor the standard of maintenance being employed. The third party shall be authorised to gain access to the lift wells and the machinery spaces, but no adjustments to the works covered by this Contract shall be carried out.

2.7 CONTRACTOR OBLIGATIONS

The following general requirements shall also be fulfilled:

- a) Preventative and routine maintenance visits will be carried out between 08:00am and 18:00pm, Monday to Friday.
- b) A fully manned 24-hour callout service must be provided, with a 24-hour telephone link to an operational call centre. The existing emergency telephones or intercoms will be transferred to any new number(s) at no extra cost to the Employer within 2 weeks of the commencement of the contract, the facility shall include for the monitoring of the telephone line and intercom system in accordance with BS EN81-28.
- c) The Contractor shall ensure that all operatives working on the contract (including sub-contractors) have DBS checks.
- d) The contractor shall provide and maintain within the lift machinery space a site folder. All site log cards, reports, records etc. shall be kept in the folder.
- e) The folder and all enclosures shall remain the property of the Employer. The Contractor shall ensure the folder is on site within 28 days of the commencement of the Contract and that all of the information required is included within 3 months of Contract commencement.
- f) The Contractor shall keep, as a minimum, within the folder detailed in (b) the following records:-
 - The preventative maintenance schedule referred to in Section 7.
 - A schedule of preventative maintenance visits completed.
 - A schedule of repair works completed.
 - A schedule of repair works completed.
 - A schedule of call-outs due to call outs and/or malfunctions.
 - SAFed periodic inspection reports.

- A statement concerning COSHH (The Control of Substances Harmful to Health Regulations) requirements.
 - A copy of the latest LOLER (Lifting Operations and Lifting Equipment Regulations) Reports.
 - Site/lift specific risk assessment.
- g) The Contractor shall submit a detailed annual report on the condition of the installation together with advice on the availability of spare parts and the maintainability of the equipment: this report shall be forwarded to the Employer.
- h) The Contractor shall submit on a regular basis, a copy of the following schedules to an agreed data format.
- Call outs
 - SAFed periodic inspections and LOLER Inspection Reports
 - Actual maintenance visit dates
- i) The Contractor shall utilise safe working practises in line with their organisation's Health & Safety policy, together with the recommendations of BS7255 which covers safe working on lifts.
- j) The Contractors operatives shall ensure that lift machinery space doors are kept in a closed and locked condition as far as is reasonably practical.
- k) The Contractor shall isolate the lift equipment if it is considered To be unsafe for use. The Employer will be notified immediately with the reasons for the issue being identified and the corrective actions needed.
- l) From the date of commencement of the Contract the Contractor shall be responsible for any existing deficiencies or defects.

2.8 STATUTORY INSPECTIONS

The Contractor shall not be responsible for six monthly statutory inspections (LOLER). These shall be carried out by Engineer Surveyors employed directly by the Employer.

2.9 ADDITIONAL WORKS

Where works are required outside the scope of the Contract they shall be subject to separate instruction.

The costing of any additional works shall be derived in accordance with the tendered schedule of rates. The Employer reserves the right to employ other contractors for completion of repair works to lifts covered by the contract, and also for associated works (builder's work, or associated electrical works).

2.10 FACILITIES

The Contractor's safe working procedures should take into account any limitations in existing facilities.

2.11 SCOPE OF WORKS

The Lift Maintenance Contract shall cover all lift equipment within the liftwell and lift machinery space.

This shall include electrical wiring from and including the main isolating switch in the lift machinery space including main fuses where applicable. The Lift Maintenance Contract shall also cover lighting within the liftwell, lift machinery space and lift car enclosure and also any intercoms, or similar autodial systems or telephone equipment.

2.12 WIRING DIAGRAMS

Where wiring diagrams are not available or are in poor condition, the Contractor shall include within the Contract price for the purchase of the necessary diagrams, which shall be provided in encapsulated form.

2.13 LIFT SHUT DOWN

The Contractor shall inform the Employer any time when a lift is to be out of service for a period of more than 4 hours for the purpose of repairs, delay in providing components or technical reasons.

The Contractor shall provide daily progress reports until the lift is returned to use. These reports shall be by email or other appropriate method.

Where programmed repairs are due to take place, the Employer shall be given a minimum of 7 days notice.

2.14 WORKMANSHIP AND MATERIALS

Workmanship and materials shall be in accordance with appropriate British Standards and good working practices as defined by EITB, (Engineering Industry Training Board) LEIA (Lift and Escalator Industry Association) manuals and instructions.

The Employer's interpretation of good working practices shall be accepted as a Contract requirement.

2.15 LIFT DETAIL INFORMATION

Within 3 months of instruction, the Contractor shall provide the following information:

- a) Any EN81-80 & health and safety implications.
- b) Any EN81-70 implications.
- c) Estimated life expectancy of the lift, with any major component likely to require replacement or refurbishment within the next 5 years.
- d) Full description of works with associated costs
- e) Urgency of works to comply with standards, statutory regulations, lift regulations etc
- f) Repairs required to meet new or current regulations, directives, or statutory requirements.
- g) All other details, which will enable the Employer to make an informed decision.
- h) Any obsolete equipment shall be identified and cost for its replacement provided.

This information shall be placed in the lever arch file in the lift machinery space and a copy sent to the Employer.

2.16 ACCESS TO SPARES ETC.

Within three months of instruction, the Contractor shall identify any critical parts or components which cannot be obtained at short notice (within 48 hours). On a per site basis, a list of these items will be provided to the Employer for reference.

Any fast moving parts i.e., landing/car door hanger rollers, door shoes, pick-up rollers, relays etc, shall be carried as van stock by the engineers serving the contract.

During this 3 month period, the contractor will also identify any areas where the maintainability of the equipment is restricted due to non-availability of information, special test tools and or physical space restrictions.

This information shall be identified in a report and shall be issued to the Employer.

Failure to provide this information will deem all items obtainable with the costs borne by the lift contractor within the terms of the maintenance contract agreement.

2.17 ANNUAL CLEANDOWN SCHEDULE

The internal lift machinery space, well enclosures and lift pits as applicable shall be given a thorough clean down once in every 12 month period. All dirt, dust, oil or other deposits shall be removed with a suitable non-toxic cleaning solution, which does not give off an odour or dangerous fumes.

At each service visit, the lift pit shall be cleared of all debris/rubbish/combustibles. Any SHARPS shall be reported and dealt with in accordance to the site risk assessments/

It shall be the responsibility of the Contractor to check with the Employer that a lift installation can be cleaned and the area around the lift installation cordoned off to reduce the effect of dust in that area. The Contractor shall inform the Employer when this shall be undertaken in the planned maintenance programme such that their appointed representative or advisor may inspect the completed works if they so wish.

The cleaning shall be undertaken with regard to COSHH regulations and at an agreed time. (Applicable to all levels of maintenance agreement.) The first clean shall be undertaken within 3 months of award of the maintenance contract.

2.18 CALL-OUT AUTHORITY

Requests for responsive maintenance shall be accepted from the Employer's designated representatives. In the event of entrapments and/or activation of autodiallers within lift cars, such requests for attendance shall also be accepted.

2.19 LIFT ASSET DETAILS

Reference should be made to Appendix 1 of this document concerning the properties/lifts covered by the contract arrangements.

The Contractor will be responsible for the development of more detailed asset information for all lifts. The format of such schedules and asset details shall be subject to agreement with the Employer.

The Employer reserves the right to vary from time to time the lifts covered under the contract arrangements. This may be subject to blocks being demolished or refurbished, together with ongoing programmes of lift modernisation/replacements which are covered under separate contract arrangements. Additional lifts may also be brought into the contract when properties are acquired by the Employer.

Any price adjustment for the addition or removal of lift assets to the Contract shall be at the rates within the tendered schedule of rates.

The period of notice is 28 days.

2.20 CONTRACTS MANAGER

The Contractor shall appoint a Contracts Manager to oversee the Contract and act as a single point of contact with the Employer or their representative. The Contracts Manager will have the authority to authorise any works required within the boundaries of the contract requirements.

2.21 FIREFIGHTERS LIFTS – EN81-72:2015 and EN 81-72:2003

Contractor obligations

Test and check all communication devices for Firefighters systems every 3 months and submit a written report of the findings.

On a bi-annual basis, test the functionality of the Firefighters controls and provide a written report on the findings.

On the 1st visit to a location where a Firefighters lift is fitted confirm that the locations of the lift main switch, emergency and testing panel or machine room are included in a label at the fire service access level.

Any anomalies are to be reported to the Employer in writing within 7 days of the visit.

Fireman's and Firefighting lifts: On a bi-annual basis, test the functionality of the controls and provide a written report on the findings.

Employer obligations

The Employer will carry out the weekly/monthly tests as recommend by BS 9999 Annex V.

Contractor and Employer Obligations

Passenger Lift Maintenance Specification

The contractor along with the Employers representative will arrange to carry out a full functional annual test of equipment and provide a written report of the findings.

Any anomalies to be reported to the Employer in writing within 48 hours of the test.

**SECTION 3:
Health and Safety**

3.1 EMPLOYER – GENERIC RISK ASSESSMENT

The Employer has obligations under the Health and Safety at Work Act etc 1974 and this relates to its employees, members of the public, visitors to properties covered by this contract and also contractors working on properties covered by this contract.

When undertaking work in relation to the contract, the Contractor shall bring to the attention of the Employer any areas where it is suspected that these obligations are not being met.

The Contractor shall have in place a Health and Safety policy that covers the nature of the works relating to the lift maintenance contract described. The Contractor shall be required to submit both site/lift specific and generic risk assessments in accordance with the Management of Health and Safety at Work Regulations 1999.

With regards to these Regulations, the Contractor's risk assessments shall take into account the type and nature of risks which are involved.

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

1. Work to be carried out in and around properties where the presence of the following could give rise to hazards:
 - Children
 - Less able bodied persons
 - Elderly persons
 - Visitors to the properties who may be unaware that work is being carried out.
 - Persons from minority groups who may have little or no command of the English language.
 - Persons with learning difficulties.
2. Other contractors may be working at the same property at the same time as the Contractor.
3. The Contractor may encounter materials contained in some instances that could be harmful to health, i.e. asbestos, alumino silicone fibre, etc.
4. Empty or partially empty properties may have hazards resulting from vandalism or the public utilities being partially disconnected and therefore no artificial lighting being available.

The Contractor's risk assessments shall take into account the hazards identified above and the Contractor shall ensure that all its employees operate a safe system of work.

3.2 ASBESTOS REGISTERS

The Employers have an undertaking in terms of the completion of the Asbestos Registers for properties covered by this contract.

Where applicable, the Employer shall provide details of their procedures/terms with regard to Asbestos.

3.3 INDIVIDUAL LIFT RISK ASSESSMENTS

The Contractor shall include as part of the initial visit, completed under the terms of the contract for the completion of a site specific risk assessment for all lifts.

The basis of this risk assessment shall be the British Standard, Code of Practice 7255: 2012 – code of practice for safe working on lifts.

Copies of completed risk assessments shall be forwarded to the Employer and additionally, a copy shall be contained within the site folder referred to in this document.

The Contractor should note that the safe working facilities incorporated within the liftwell and lift machinery space may have limitations in relation to those identified within BS:7255. The Contractor's safe working procedures should take into account any limitations in terms of existing facilities.

3.4 LIFT LANDING – PROTECTIVE BARRIERS

The Contractor shall include for the provision, as necessary of landing protected barriers to undertake the maintenance activities.

The protective barriers shall meet with the requirements of Health and Safety Executive Guidance Note PM26.

3.5 LOLER REPORTS

The Contractor should note that the Employer will utilise the services of a third party organisation for the completion of inspections and reports to meet with the Lifting Operations and Lifting Equipment Regulations 1998. This will involve the provision of 6 monthly "Thorough Examinations" by a competent person. Upon receipt of the report in a prescribed manner, the Employer will forward to the Contractor a copy of

the report and the following actions shall be included for by the Contractor.

- The Contractor shall complete any items of work identified which are covered by the contract at no additional cost.
- The Contractor shall confirm to the Employer when any works covered by the contract has been completed and to include Job Completion certificate referencing the unique LOLER certificate number and clearly identifying each action from the LOLER report and the action taken by the contractor to remedy to a compliant standard complete with photographic evidence.
- Where works are identified on the report which are not covered by the contract, the Contractor shall provide the Employer with details of the required works to include details of works required including call outs of cost.
- The Contractor shall maintain suitable reporting to identify the status in terms of LOLER reports as the Employer wants to be able to track booked works and completion under an agreed format – e.g., tracker/spreadsheet.

3.6 LIFT – OUT OF SERVICE – NOTICES

The Contractor shall ensure that all operatives have available and put in place “lift under maintenance” notices when undertaking works on lifts. This shall include periods when lifts are out of service for more than a day where in such instances, notices shall be provided on all lift landings.

Notices shall be as Annex D of BS7255: 2012.

The use of ‘lift under maintenance’ service notices shall include for planned and preventative maintenance activities, responsive maintenance, together with both responsive and planned repair activities.

**SECTION 4:
Performance Management and Reporting**

4.1 CONTRACT MANAGER

The Contractor shall include for a principle point of contact (Contract Manager), who will act as their representative at such meetings.

The meetings shall be completed utilising a standard agenda to identify service delivery.

4.2 RESPONSE TIMES

The Contractor shall include for a prompt and efficient responsive maintenance service and the following response times shall apply to reports relating to both lift call outs and malfunction.

Monday – Friday (8.00am to 6.00pm)

Trapped passengers within **1 Hour** ETA always to be provided
Major fault or lift out of service **4 hours**

Evenings, Saturdays, Sundays and Statutory Holidays

Trapped passengers within **1 Hour** ETA always to be provided
Major fault or lift out of service **4 hours**

It should also be noted, that many of the passenger lifts are fitted with communication systems and activation of such a device shall be treated as an entrapment.

4.3 LIFT OUT OF SERVICE REPORTING

The Contractor shall inform the Employer of any instance where a lift is out of service for more than 4 hours for the purpose of:

- Completion of responsive or planned repairs.
- Lift left out of service due to requirement for a repair and non-availability of spare parts.

The Contractor shall provide daily progress reports until the lift is returned to service. These reports shall be e-mailed to the Employers representative at the end of each working day.

Where programmed repairs are to take place, and the lift will be out of service for the period greater than detailed above, the Employers Representative shall be given a minimum of 5 working days notice so that residents can be informed.

4.4 REPORTING – RESPONSIVE MAINTENANCE

The Contractor should note that the evidencing of service delivery is a key aspect of the Contract and on a periodic basis electronic reporting shall be provided relating to the responsive repair service.

The Contractor will produce monthly reports for the Employer, or their advisors and to advise on the following information:

- a) The number of call outs to the lifts and the reason for the call outs(s).
- b) Response time to each callout.
- c) The number of service visits completed and on which dates the visits were carried out to each lift.
- d) The numbers and types of SAFed supplementary tests completed or to be carried out on each individual unit.
- e) Progress of the annual clean down of the lift machinery spaces, lift wells and pits.
- f) Any ongoing issues.
- g) Any rogue units, which have a high call outs rate.
- h) The status of any required action points covered within the LOLER Reports.
- i) The status of chargeable and non-chargeable repairs.
- j) Total lift down time for the month.

4.5 REPORTING – SAFed SUPPLEMENTARY TESTING

The Contractor will be required to maintain up to date details of SAFed testing and inspection completed. This will include both the activities completed under the fixed price contract on an annual basis, together with other test activities completed on a planned basis or when required by the “competent person”.

4.6 REPORTING – LOLER / STATUTORY INSPECTIONS

The Contractor will be required to maintain records relating to the receipt of LOLER reports from the Employer.

Any defects reported via the LOLER Inspection, shall be addressed prior to the next LOLER Inspection or within the timed defect period,

whichever is shorter, and without charge. Quotes for defects and observations deemed outside the cover specification will be raised and submitted within 30 days upon receipt of the LOLER report and in accordance with the agreed rates of the Contract.

4.7 REVIEW MEETINGS

Review meetings will be held on a bi-monthly basis at the offices of the Employer.

Provide real time electronic reporting by email to the Employer/Employer's Agent and Advisor within two days of the work being completed. Reports shall include;

- a) Service visits completed to include actual dates.
- b) Call out attended with specific details on each call out.
- c) Repair works completed.
- d) SAFed's completed, contract and non contract
- e) LOLER inspection report items
- f) Customer complaints
- g) Tool box talks carried out
- h) Health & Safety to include accidents and near misses and how these are logged and dealt with

**SECTION 5:
Customer Service**

5.1 APPOINTMENTS

Where there are site based representatives, the Contractor shall make contact regarding all visits relating to planned and preventative maintenance.

Appointments may be made by phone but should be confirmed as necessary in writing or by e-mail.

A minimum of 5 working days should be provided relating to planned and preventative maintenance visits and the same should apply regarding any periods where the lift is to be taken out of service to complete repair activities.

For properties which have no site based representatives, refer to 4.2 below.

5.2 ACCESS ARRANGEMENTS

The Contractor shall identify an annual programme of service visits with all such visits being identified on a “week commencing” basis.

Where such visits are to properties with site based representatives, then the procedure identified in 4.1 above shall be included.

Following the preparation and issue of an annual plan relating to planned and preventative maintenance visits, the Contractor shall notify the Employer of any instances where visits are not being completed within the scheduled period.

5.3 IDENTIFICATION

The Contractor’s operatives shall have suitable photographic identification cards and these shall be worn or be available for inspection whenever the Contractor’s operative is working at any of the properties covered by the Contract.

The Contractor’s operatives shall also wear appropriate attire with the organisation’s “logo” and all vehicles shall be suitably sign written.

5.4 OPERATIVES AND CONTRACT MANAGEMENT

The Contractor shall provide suitably qualified and trained lift service engineers and technicians to carry out the planned and preventative maintenance, responsive maintenance and repairs required by this contract. All operatives shall be qualified to the minimum NVQ level 3 standard.

The Contractor will provide all of the qualifications held by the engineers who will be working on the contract.

The Contractor shall also appoint a designated Contract Manager who will act as a central point of contact for all matters. The Contract Manager shall also attend the regular Review Meetings and shall have a level of seniority which will allow them to make decisions on behalf of their Contractor.

5.5 SIGNING IN AT PROPERTIES

Where there are site based representatives, the Contractor's operatives shall both sign in and sign out, as required at properties which operate a site log arrangement.

**SECTION 6:
Basis of Maintenance Contract**

6.1 CONTRACT REQUIREMENTS

The passenger lifts shall be covered by a comprehensive type Contract.

Detailed in 6.2 to 6.5 are the specific requirements. The Contract for the passenger lifts shall therefore comprise of the following elements.

PPM Visits	(as 6.2)
Call-outs	(as 6.3)
Repairs	(as 6.4)
SAFed inspections A 4.2 and A 4.4	(as 6.5)

6.2 PREVENTATIVE AND ROUTINE MAINTENANCE

The minimum requirements for preventative and routine maintenance are detailed in Section 7.

These are minimum requirements and the maintenance plans and task sheets shall take into account the individual particulars of the lifts concerned in terms of their condition, age and type.

The Contractor shall carry out 12 visits per annum (one per month) for preventative and routine maintenance on all lifts.

There will be a minimum of 21 days between each maintenance visit.

The Contractor shall include for the provision and application of all consumables within the price for this element of the Contract: consumables shall include:

- Gear and Lubrication Oil
- Grease
- LED Lamps
- Door drive belts, chains to include toothed belts
- Fuses
- Oil seals
- Relays
- Door bottom guide shoes
- Car and landing door hanger rollers
- Car and landing door anti-kicking rollers
- Car and counterweight guide shoe liners

6.3 CALL OUTS AND EMERGENCY MAINTENANCE

The Contractor shall attend to all call outs due to malfunctions.

The Contractor shall include for a breakdown service and emergency maintenance on a 24 hour, 7 days a week, 365 days per year basis.

Call outs, which in the opinion of the Contractor are due to mis-use or vandalism must be brought to the immediate attention of the Employer and a report issued to include photographic evidence of the issue. Failure to provide the evidence required will void any payments to the Contractor.

Where call outss are attended to for authorised cases of mis-use or vandalism, the Contractor will be paid in accordance with the tendered schedule of rates.

6.4 REPAIRS, REPLACEMENTS AND ADJUSTMENTS

The Contractor shall be responsible for the replacing, repair and adjustment of any part of the lift should it fail. Any replacements or repairs shall be of a standard equal to the original installation.

During the course of the preventative and routine maintenance visits, the Contractor shall identify the need to replace and/or repair any item of equipment. Where replacement parts are required the ordering of such materials and implementation of the necessary works shall be planned so as to suit the requirements of the building.

Works may be implemented during the Contractor's normal working hours provided that the Employer is given 7 days notice. In the case of emergency repairs the timing of the work shall be agreed with the Employer.

The criteria for the replacement of steel wire ropes shall be as detailed in the SAFed – Guidelines on Supplementary Tests of In Service Lifts.

Where repairs, replacements and adjustments are required and the works are not covered by the terms of this Contract, separate instructions shall be issued. The basis of costing shall be in accordance with the tendered schedule of rates.

6.5 SAFed SUPPLEMENTARY TESTING

The Contractor shall include for the following tests, checks and examinations to be carried out within the fixed cost:-

- a) Annex A 4.2 electric safety devices
- b) Annex A 4.4 landing door interlocks

Passenger Lift Maintenance Specification

The Contractor shall carry out A 4.2 and A 4.4 tests/inspections on an annual basis. Certificates shall be issued to the Employer, and a copy placed in the site folders.

The Contractor shall provide costs for additional supplementary tests as detailed in the tendered schedule of rates. These tests shall be carried out when required under a separate Employer instruction.

The Contractor shall provide the Employer with a spreadsheet based on historical information of when these tests are due.

**SECTION 7:
Preventative Maintenance Plans**

7.1 GENERAL DESCRIPTION OF THE MAINTENANCE

- 7.1.1 Before commencing any work on site, staff shall register their presence on site with the appropriate authority.
- 7.1.2 Maintenance shall be carried out to ensure that lifts are maintained in good working order and in particular to ensure the safe operation of the installation. The maintenance shall comprise, as a minimum, of, adjustment, servicing, inspection, cleaning and lubrication, where and when required, subject to agreement and repair or replacement.
- 7.1.3 All materials shall be disposed of in the appropriate safe and environmentally friendly manner in accordance with relevant regulations, standards, codes etc. as applicable. The Contractor and their staff shall in addition carry out any other maintenance and checks noted elsewhere in this Contract.
- 7.1.4 They shall also use their knowledge and experience of the lifts and lift equipment to include any additional test, checks and maintenance necessary for the safety and reliability of the installation and equipment and those that use and work on the equipment.
- 7.1.5 The Contractor shall regularly maintain the lift on the declared number of service visits, in the below noted schedule, at evenly spaced intervals. Therefore, on a 6 visit schedule, a minimum of 6 weeks and a maximum of 9 weeks will prevail between each visit. Typically, the numbers of service visits in each 12 month period shall be as noted below unless otherwise specified.
- Passenger lifts 12 visits per annum (1 visit per month)
 - Service lifts 4 visits per annum (1 visit each 3 months)
- 7.1.6 Service visits at the regular defined intervals and service times as a minimum; these to be 12 visits per annum with a minimum service time of 1.5 hours per service visit per lift.
- 7.1.7 The Contractor shall check the alarm and emergency intercom on each visit to site to ensure that the connection to the 24-hour call desk is functioning correctly. If in the event of defect or failure, the intercom unit must be repaired, and the Employer informed within 24 hours. Any defect with the telephone line shall be reported to the Employer or their appointed representative immediately.
- 7.1.8 The internal lift machine room, well enclosures and lift pits as applicable shall be given a thorough clean down once in every 12 month period: all lift pits shall be cleaned at each service visit of all debris/rubbish/combustibles. Any dangerous items or SHARPS including syringes shall be reported to the Employer immediately.

Ingress of water, damp or visual structural defect shall be reported to the Employer immediately and confirmed in writing within 7 working days of the discovery.

All dirt, dust, oil or other deposits shall be removed with a suitable non-toxic cleaning solution, which does not give off an odour or dangerous fumes.

It shall be the responsibility of the Contractor to check with the Employer that a lift installation can be cleaned and the area around the lift installation cordoned off to reduce the effect of dust in that area.

The Contractor shall inform the Employer when this shall be undertaken in the planned maintenance programme such that their appointed representative or advisor may inspect the completed works if they so wish.

The cleaning shall be undertaken with regard to COSHH regulations and at an agreed time. (Applicable to all levels of maintenance agreement.) The first clean shall be undertaken within 3 months of award of the maintenance contract.

- 7.1.9 The lift machine room shall be kept clean and free from oil, dust dirt, and non- related lift equipment. It shall not be used for storage of materials other than small spare parts for the regular maintenance of the lift, such as fuses, contactors, lubricating oils, top up oil and cleaning wipes. Oils and flammable materials shall not be stored on site, unless stored in fireproof cabinets supplied by the Contractor. No major materials shall be stored unless for the immediate use at this Premises for refurbishment or replacement. (Applicable to all levels of maintenance agreement).
- 7.1.10 The Employer, their appointed representative or advisor can inspect the lift, lift well or lift machine room as they so wish and any breach of service routines will be notified in writing to the Contractor. The Contractor shall put right the breach promptly but not longer than 28 days after notification, to the satisfaction of the Employer and/or their appointed representative.
- 7.1.11 Any dangerous items or SHARPS including syringes shall be reported to the Employer immediately. Any ingress of water, damp or visual structural defect shall be reported to the Employer immediately and confirmed in writing within 7 working days of the discovery.
- 7.1.12 All visits to sites whether planned or unplanned will be logged in the 'On Site' record card provided by the Contractor. The record card shall remain the property of the Employer and shall not be removed from site for any reason whatsoever. All works and maintenance shall be clearly

written on the record card indicating time, date, nature of work, remedy or replacement, and parts used. Where available the Controller Maintenance Inspection Switch shall be operated such that a record is kept in the controller memory of the visit and its duration for retrieving by the Consultant, if required, for monitoring purposes. In addition to the above, the Contractor shall complete and provide duplicate records to the building manager for safekeeping in the site specific lift maintenance folder provided by the Contractor.

- 7.1.13 Where required all visits will be programmed with the Employer, so as to minimise the impact of isolating the lift from service. The duration of the maintenance visit will be advised before commencement to parties to the Contract.
- 7.1.14 All maintenance and minor repair shall be undertaken during normal working hours. Any works, repairs, or replacement of components shall be undertaken during normal working hours, as defined in this agreement. Any repair exceeding 4 hours in duration, shall be arranged with ten working days' written notice given to the Employer of such works being undertaken.
- 7.1.15 A fully manned 24-hour callout service must be provided, with a 24-hour telephone link to an operational call centre. The existing emergency telephones or intercoms will be transferred to any new number(s) at no extra cost to the Employer. The facility shall include for the monitoring of the telephone line and intercom system in accordance with BS EN81-28.
- 7.1.16 Repairs to the lift shall be during normal working hours, unless otherwise agreed with the Employer. Attendance outside these hours shall be required when requested by the Employer and shall be charged at the non-productive rates for overtime working. Where it is specified that works must be completed outside normal working hours, the Contractor can offer the Employer a cost reduction for undertaking repairs within normal working hours.
- 7.1.17 A job specific service manual will be provided by the Contractor for each lift, to hold the log card, SAFed Supplementary Inspections and Thorough Examination Certificates, insurance surveyor's reports, risk assessments and any other relevant documentation relating to each individual lift.
- 7.1.18 Where applicable, all operatives visiting site must be signed in and out by site security. They will be required to obtain access keys from the person on duty at that time.
- 7.1.19 Reports shall be produced for each and every visit to site, be it for routine maintenance, servicing, entrapment, or breakdown. A typed copy of every site reports shall be sent to the Employer/Employer's

Passenger Lift Maintenance Specification

Agent in line with the agreed procedure, which is to be agreed between the Employer/Employer's Agent and the Contractor.

- 7.1.20 All component parts whether fixed or unfixed on site shall remain the property of the Employer and shall not be removed from site without the prior written consent of the Employer. Any materials, machinery, or component part, which is replaced by new, shall be retained on site, for inspection by the appointed representative, if required, for a period not less than 14 days and not exceeding 28 days after removal. If parts are replaced due to defects under this Contract, the removed parts shall become the property of the Contractor.
- 7.1.21 Full cover for maintenance and callouts will need to be available 24 hours a day 365 days a year as the buildings may be operational and in use during this period. Normal working hours shall mean Monday to Friday 08:00 until 18:00 excluding Christmas Day and Boxing Day.
- 7.1.22 All items of equipment whether fixed or unfixed on site shall remain the property of the Employer and shall not be removed from site without the prior written consent of the Employer.
- 7.1.23 The Contractor shall provide all necessary and appropriate PPE, safety barriers and harnesses and any other safety equipment to enable the site engineers to work in a safe environment and to protect those using the lift landing lobbies. The Contractor shall comply with the Health and Safety Guidance Note 'Safety at Landings'.
- 7.1.24 Where applicable, within 2 weeks of instruction to proceed with the contract, they shall include at no cost for the re-programming of the lift car emergency telephones/intercom to the necessary pre-set telephone numbers and 24-hour callout service.
- 7.1.25 The Contractor shall include for emergency and non-emergency callouts, during normal working hours and outside normal working hours.
- 7.1.26 If a maintenance visit is not completed with correctly documented visit notes and signature of the log card, the Employer shall not be responsible for payment of the relevant part of the annual Contract Price: that part of the annual contract price shall be deducted from the relevant invoice.
- 7.1.27 The following callouts and repairs are excluded from the Contract other than those incurred by poor adjustment or maintenance:
- a) Repair or cleaning works relating to the finishes of lift car walls, ceiling, floor, car door panels landing door panels (other than those incurred by poor adjustment or maintenance to rollers,

shoes and door operators), architraves car and landing bottom tracks (except those areas only accessible from the lift well).

- b) Repair of car or landing tracks damaged through misuse of lift i.e. heavy wheeled loads in passenger carrying lifts.

- c) Accidental misuse, abuse, or vandalism of the lift caused through incorrect use of the lift by others, other than the Contractor operatives. i.e. overloading the lift by the building users.

- d) Work relating to damage caused to the lift by a malfunction of the incoming power supply.

- e) Work relating to damage caused to the lift by flooding, settlement, or shrinkage of the building.

- f) Faults or damage caused through material change of use of the lift.

- g) Buried piping or cylinders forming part of hydraulic installations.

- h) Should any of the above give cause for a callout, no callout cost will apply, only the time spent at the property repairing the fault at the rates included in the tendered schedule of rates.

Please note: call outs that results in a no fault found or lift running on arrival, will be classed as a non-chargeable callout.

7.2 DETAILS OF THE SERVICE

7.2.1 It is deemed, unless specifically noted, that the Contractor has visited the premises or will visit the premises during the first month of appointment and has made themselves fully aware of all aspects of the installation and its operation, this includes the type of lift, usage, emergency procedures, cleanliness, access and egress to premises and arrangements for obtaining keys for access to the machinery space, rooms, pump rooms, pulley rooms and any other keys to enable them to safely and securely undertake their obligations. Lack of subsequent familiarity of the lift and access shall not be considered as a reason for extra costs or abortive visits.

7.2.2 Within the provisions of this Contract the Contractor will provide to the Employer the maintenance specified, repair and testing as required, for the safe and continuing use of the lift. All materials and parts that are required to complete these services should be included in the contract prices.

- 7.2.3 Schedule 4.1 sets forth, the number of proposed maintenance visits to maintain the lift in optimum operating condition. The number of hours dedicated to maintenance shall also be stated as an annual figure, which may be allocated unevenly over the number of visits. If this is not specified, the minimum duration should be 1.5 hours per service visit.
- 7.2.4 The Contractor shall promptly attend, within specified times, as required by the Employer or their appointed representative in the event of breakdown of the lift to correct or repair any fault condition reported by the Employer to the Contractor. This part of the service shall be available to the Employer with the Fully Comprehensive Maintenance during normal and outside normal working hours at no additional cost to the Employer.
- 7.2.5 Within the Comprehensive Maintenance service, the Contractor shall provide the following services, which shall be covered within their tendered annual service cost;
- Comprehensive maintenance.
 - Service visits at the regular defined intervals and service times as a minimum; these to be 12 visits per annum (one per month) with a minimum service time of 1.5 hours per service visit per lift.
 - All lubricants, consumables and lamps.
 - Attendance of call outs 24 hours a day, 365 days per year within the agreed response times at no additional charge: calls proven to be misuse, or vandalism will be chargeable.
 - Any invoices for calls submitted due to being deemed chargeable as misuse or vandalism will require supporting photographic evidence: invoices submitted without such supporting documentation will be deemed invalid and therefore not paid.
 - The Contractor shall obtain and record the name and contact details of any persons who place a request for a call out response.
 - Response times to call outs are to be within 1 hour for an entrapment and
 - 4 hours for call outs classed as 'normal'.
 - Any call that results in a no fault found or lift running on arrival will be classed as a non-chargeable callout inclusive within the Contract cover.
 - All repairs and adjustments.

Passenger Lift Maintenance Specification

- All materials and parts necessary to complete maintenance and repairs.
- All specialist testing tools necessary to complete maintenance, call outs or repairs to the whole lift installation.
- Any testing of lifting beams or other lifting equipment to be carried out prior to use.
- All labour necessary to complete maintenance or repairs.
- Lift wells/pits/machine rooms/stairways/steps/machinery spaces are to be cleaned regularly and a full clean down undertaken every 12 months as part of the standard maintenance.
- Replacement and repair of lighting to include as necessary renewal of light fittings/lamps/tubes within the lift car, lift well/truss and machine room as requested or required.
- Any defects reported via the LOLER Inspection, shall be addressed prior to the next LOLER Inspection or within the timed defect period, whichever is shorter, and without charge. Quotes for defects and observations deemed outside the cover specification will be raised and submitted within 30 days upon receipt of the LOLER report and in accordance with the agreed rates of the Contract.
- Test and check all communication devices for firefighting lifts every 3 months and submit a test report.
- The initial meeting frequency will be monthly and will continue until such time as the Employer feels as though the contract is running to their requirements then Bi-monthly or Quarterley meetings with the Employer and/or Employer's Agent and/or Advisor.
- Monthly reporting as detailed within this document.
- Reprogramming of the lift communication devices (auto diallers) is to be completed within a month of the Contract commencement date. Should this not be achieved then the Contractor will be responsible for any sites where the previous contractor is called to as the Autodialler has not been changed: this is subject to previous/ongoing known faults or issues with the existing Autodialler/s
- Where GSM systems are fitted, the sim will be managed by the Contractor who will advise the Employer of the rental and upkeep charges on an annual basis.

- Appropriately qualified Lift Technicians, Lift Engineers and Assistants.
- Obsolete parts will be chargeable on the basis that a like for like replacement cannot be found without the requirement for major modifications to the equipment.
- If there is an equal or equivalent part this should be fitted at no additional cost.
- Where a part is chargeable labour costs shall be excluded.
- Attendance on site with Employers' telecommunications engineers will be at the Contractor's tendered hourly rate.
- Attendance on site with Employers' Insurance Inspector (LOLER) will be at the Contractor's tendered hourly rate.
- SAFed inspections will be chargeable at the agreed tendered rates.
- Provision and use of maintenance barriers to ensure safe working at landings.
- All plant, scaffolding and materials necessary to complete any work.
- Where required to complete any work, the existing lifting beams should be tested and marked with their safe working load.

7.2.6 In the event that the lift cannot be returned to service or the problem cannot be rectified, the Contractor shall contact the Employer or their appointed representative to seek further instructions. An account of the problem, solutions and timescales for repair shall be communicated. The lift must be left in a safe condition.

7.2.7 Where informed complete such additional tests and repairs deemed necessary by the Employer's engineering surveyor, (LOLER L3 Inspection), advisor or their appointed representative prior to the next LOLER examination, unless specified immediately or to a shorter timescale: where work is excluded from the Contract a separate detailed quotation to complete the works should be submitted, including details of the works and the site(s) utilizing the tendered schedule of rates.

7.2.8 Produce monthly reports for the Employer, or their advisor and to advise on:

- a) The number of callouts to the lifts and the reason for the callout(s)

- b) Response time to each callout to include time attended and provide total time lift out of service: to be recorded from time of instruction to Contractor through to lift reinstatement to service.
- c) The number of service visits completed and on which dates the visits were carried out to each lift.
- d) The numbers and types of SAFed supplementary tests completed or to be carried out on each individual unit.
- e) Progress of the annual clean down of the lift machine rooms, lift wells and pits will be carried out.
- f) All ongoing issues.
- g) Any rogue units, which have high callout rates.
- h) The status of any required action points covered within the LOLER Reports.
- i) The status of chargeable and non-chargeable repairs.
- j) Total lift down time for the month.

7.2.9 Attend a commencement meeting with the Employer/Employer's Agent and/or Advisor to present a summary of the methods to be deployed in undertaking lift maintenance, callouts and any repairs.

7.2.10 Thereafter, monthly meetings will be required with the Employer/Employer's Agent and/or Advisor to inform on the status of the lifts under the service and issue an on-going status report. Earlier meetings may be called as required by the Employer or Contractor. Information to be reported shall include but not be limited to:

- a) The number of callouts to the lifts and the reason for the callout(s).
- b) Response time to each callout.
- c) Any rogue units with high call out rates – 3 and above in any one month
- d) The number of service visits completed and on which dates the visits were carried out to each lift.
- e) The numbers and types of SAFed supplementary tests completed or to be carried out on each individual unit.
- f) When the annual clean down of the lift machine rooms, lift wells and pits will be carried out.

Passenger Lift Maintenance Specification

- g) All ongoing issues.
- h) The status of any required action points covered within the LOLER Reports.
- i) The status of chargeable and non-chargeable repairs.
- j) Total lift down time for the month.
- k) Health & Safety items to include but not limited to tool box talks covered, accidents and near misses.
- l) Contractual items.

7.2.11 Provide real time electronic reporting by email to the Employer/Employer's Agent and Advisor within two days of the work being completed. Reports shall include;

- Service visit complete report.
- Call out attended and complete report.

7.2.12 The Contractor will also provide within three months, information on all existing SAFed Thorough Examinations or Supplementary tests completed or called for by a competent person.

7.2.13 Provide and install replacement parts, or equivalent parts to the same quality or better, where failed or failing parts cause the breakdown or intermittent operation of the lift. Where like for like safety parts are not available any replacement parts shall be type tested products.

**SECTION 8:
Key Performance Indicators**

Passenger Lift Maintenance Specification

Key Performance Indicator 1: Servicing of Lifts

Criteria

Completion of monthly Service Visits per annum.	Target: 100% completion
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Key Performance Indicator 2: Responsive Maintenance

Criteria

Attendance of responsive call out (call outs or malfunction) within target response times	Target: 95% of all responsive calls
Completion of repair and reinstatement of lift service at time of first visit (first time fix)	Target: 95% completion of all responsive calls
Lift in operation and available for use by residents and visitors	Target: 97% of time for individual lifts and 98.5% of time for lifts under contract.
Repair works	Target: 95% of all repairs to be completed in timescales agreed

Key Performance Indicator 3: Customer Complaints

Customer complaints relating to performance provided by Contractor	Maximum of 1 complaint per month for any one lift
--	---

Key Performance Indicator 4: SAFed & LOLER Items

SAFed in contract schedule to be provided	100% completion
LOLER inspection items within defined target times	100% completion

**APPENDIX 1:
Passenger Lift Asset Details**

[refer to "Appendix B - Passenger Lift Asset Details"]



APPENDIX A – Annex 1

Contractor's Cover Letter and Clarifications



Unit 1
Yardley Business Park
Luckyn Lane
Basildon
Essex SS14 3BZ
Tel: 01708 250 800

www.precisionlifts.co.uk

By Portal Upload Only

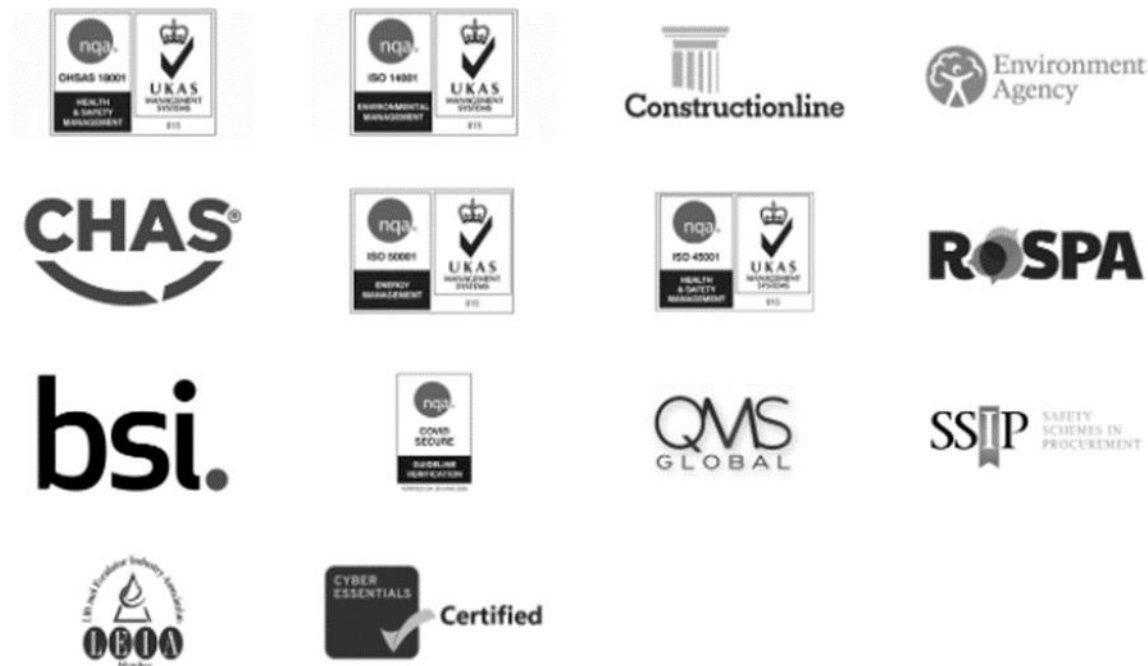
15th August 2022

Folkestone & Hythe Dc - Passenger Lift Inspection, Maintenance and Servicing Contract

In response to your recent invitation to tender, we are delighted to enclose our offer for the Passenger Lift Inspection, Maintenance and Servicing Contract as set out in the tender documents received. We trust our offer is acceptable and we believe the enclosed documents will be satisfactory.

We have been working in the industry for over 20 years now, and we believe our long-standing customer relationships and successful reputation are testament to our hard working team who always put the customer first.

Ongoing investment in our company since formation in 1996 has led to the following achievements;



At Precision Lifts, we believe that in a highly skilled and challenging profession the requirement for accreditations is not only a necessity, but they allow our clients, employees and people we work with to have full confidence in us and our services.

All of our engineers are NVQ Level 3 qualified, and our in-house test/technician team are NVQ Level 4 qualified, the majority of which trained with us through our in-house training scheme, run by EAL.



PrecisionLifts

Part of the Sureserve Group

Unit 1
Yardley Business Park
Luckyn Lane
Basildon
Essex SS14 3BZ
Tel: 01708 250 800

www.precisionlifts.co.uk

Our service, breakdown, repair engineers and technicians are well versed in all aspects of the lift industry, with the ability to work on any kind of lift installation. Our team of engineers are all directly employed by Precision Lifts and are passionate about what they do.

Partnering relationship

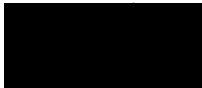
We at Precision promote long term partnering initiatives. We believe that successful working partnerships are built on the basis of trust, continuous improvement and the delivery of mutually beneficial and sustainable commercial savings together with sharing the same values as detailed below.

Our Shared Values –

- We behave with integrity
- We are objective and trustworthy
- We seek to deliver organic and acquired growth
- We do business the right way
- We respect our colleagues
- We have a focus on operational excellence
- We respect the laws and the principles of the jurisdictions in which we operate
- We behave in a socially and environmentally responsible manner
- Our commitment to the partnering initiative is supported throughout the company.

We trust that the above will be of interest and we are committed to providing you with the highest level of service. We look forward to discussing our proposals with you in due course, in the meantime we thank you for the opportunity to submit a competitive offer.

Yours faithfully
PRECISION LIFTS



██████████
Sales Manager





Unit 1
Yardley Business Park
Luckyn Lane
Basildon
Essex SS14 3BZ
Tel: 01708 250 800

www.precisionlifts.co.uk

CLARIFICATIONS TO THE PASSENGER LIFT INSPECTION, MAINTENANCE AND SERVICING CONTRACT

We always aim to meet the specific needs of our clients however, on some occasions due to interpretation, commercial or technical reasons we need to clarify our understanding of the particular specification. The items listed below are highlighted to be discussed, should our offer be of interest.

- Clause 2.7 We have included for the reprogramming of open protocol auto diallers however, any closed protocol auto diallers or any that cannot be reprogramed will require replacement at an additional cost.
- Clause 7.2.5 This is a maintenance agreement, and we exclude the replacement or upgrade of major components as complete units. For example, should a component within the control system fail, this would be included within the comprehensive cover however, should the control system in it's entirety need replacement or upgrade, this would be excluded.
- Clause 7.2.5 It would be fair and reasonable to consider that there will be dilapidations on the equipment and that these should be completed by the incumbent contractor or Precision at additional cost. We also exclude initial costs of returning a lift or DDA unit to service which is out of service on the contract start date.
- Clause 7.2.5 We have excluded scaffolding from our offer for any maintenance or repair works.
- Clause 7.2.5 We have included to replace lighting tubes and LED bulbs within our offer where they are of standard manufacture and easily available and not special architect designed lighting.
- General Neither Precision Lifts or the customer shall be liable to the other party for loss of use if any works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other party in connection with the contract including loss or deferment of profit, loss or deferment of revenue, loss of goodwill, loss of business, the liabilities of the customer to any other party.

END.



APPENDIX B

Asset List

Appendix B - Passenger Lift Asset Details

Block	Address Line 1	Area	Postcode
Bradford Court	1-49 Foord Road,	Folkstone	CT20 1HL
Churchill Court	Cinque Ports Avenue	Hythe	CT21 6HP
Cubitt House	Black Bull Road	Folkestone	CT19 5SH
Halliday Court	Sir John Moore Avenue	Hythe	CT21 5DG
Mackeson Court	Military Road	Hythe	CT21 5BJ
Middelburg House	Cheriton High Street	Folkstone	CT19 4HP
Mittell Court	Vinelands	Lydd	TN29 9BJ
Mittell Court	Vinelands	Lydd	TN29 9BJ
Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX
Philippa House	Warren Road	Folkestone	CT19 6DW
Prescott House	Rolfe Lane	Romney Marsh	TN28 8JN
Romney Marsh House	Orgarswick Avenue	Dymchurch	TN29 0PP
Walmsley House	Princess Street	Folkstone	CT19 6QP
Win Pine House	Lyell Close	Hythe	CT21 5JB

Appendix B - Passenger Lift Asset Details

Block	Number of floors	Contract Load	Traction/Hydraulic	Age
Bradford Court	3	10 person/750 kg	Hydraulic	2012
Churchill Court	2	2 person/400kg	Hydraulic/platform lift	2010
Cubitt House	3	8 person/630kg	Hydraulic	2014
Halliday Court	2	2 person/400kg	Hydraulic/platform lift	2010
Mackeson Court	3	13 person/1000kg	Traction	2012
Middelburg House	2	2 person/400kg	Hydraulic/platform lift	2012
Mittell Court	1	4 person/410kg	Hydraulic/platform lift	2018
Mittell Court	2	5 person/410kg	Hydraulic/platform lift	2018
Nailbourne Court	2	16 person/1200kg	Hydraulic	2007
Philippa House	2	2 person/250kg	Hydraulic/platform lift	2021
Prescott House	2	13 person/1000kg	Hydraulic	2010
Romney Marsh House	4	13 person/1000kg	Traction	2012
Walmsley House	2	Unknown	Traction MRL	2014
Win Pine House	3	13 person/1000kg	Traction	2013



APPENDIX C

Contractor's Schedule of Rates

Pricing Document - Passenger Lift Servicing



Passenger Lift Servicing

£ [REDACTED]

TOTAL £ [REDACTED]

Appendix C - Schedule of Rates
Passenger Lift Servicing

Pricing Document - Passenger Lift Servicing

*rates to be inclusive of 2% levy
but exclusive of VAT*

Lift Servicing	Price per Lift per annum	Notional Quantity	Total for Evaluation
2 floors	£	9	£
3 floors	£	4	£
4 floors	£	1	£
		Total	£

Pricing Document - Passenger Lift Servicing

*rates to be inclusive of 2% levy
but exclusive of VAT*

Safed Item	Description	£ per item
4.1	Earth Continuity Test	£
4.2	Electrical Safety Devices	Inclusive in service cost
4.3	Terminal Speed Reduction Test	£
4.4	Landing Door Interlocks	Inclusive in service cost
4.5.1	Lift Machine (type A)	£
4.5.2	Lift Machine (type B)	£
4.6.1	Over Speed Governor Actuation & Test	£
4.6.2	Instantaneous Safety Gear Test	£
4.6.3	Progressive Safety Gear Test	£
4.6.4	Safety Gear Test (Other Means)	£
4.7	Ascending Lift Car	£
4.8	Energy Dissipation Buffer Test (switched)	£
4.9	Suspension Systems	£
4.10	Car Overload Detection Warning	£
4.11.1	Hydraulic Cylinders in Boreholes	£
4.11.2	Hydraulic Rupture or Restrictor Valve	£
4.12.1	Electrical Anti-Creep Devices	Inclusive in service cost
4.12.2	Mechanical Anti-Creep Devices	Inclusive in service cost
4.13	Low Pressure Detection Devices	Inclusive in service cost
4.14	Traction, Brake and Levelling Tests	£
4.15	Car and Counterweight Balance Tests	£
	TOTAL	£
	This total will be used for pricing information but not included in the tender summary	

Pricing Document - Passenger Lift Servicing

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

*rates to be
 inclusive of 2%
 levy but exclusive
 of VAT*

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.	[REDACTED]
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.	[REDACTED]
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.	[REDACTED]
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.	[REDACTED]
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.	[REDACTED]
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.	[REDACTED]
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.	[REDACTED]
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.	[REDACTED]
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.	[REDACTED]

These rates will be used for pricing information but not included in the tender summary



APPENDIX D

Contractor's Tender

**Passenger and Mobility Lifts Framework
(OJEU 2019/S 201-488928)
Further-Competition (Lot 1)
Supplier Response Document**



**Passenger Lift Inspection, Maintenance
and Servicing Contract 2022-26
April 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 C – Schedule of Rates
- 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	Precision Lift Services Limited
Registered office address:	Unit 1 Yardley Business Park Luckyn Lane Basildon SS14 3BZ
Company registration or charity registration number	3213600
VAT registration number	672 5536 19
Name of immediate parent company	Sureserve Compliance Services Limited
Name of ultimate parent company	Sureserve Group PLC
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: Limited Company
Are you a Small, Medium or Micro Enterprise (SME)?	No
Contact details for questions about this tender	
Name:	██████████
Phone:	██████████
Mobile:	
Email:	bidteam@precisionlifts.co.uk

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.

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>	

1.2 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.

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.

Is your annual turnover (at the date of the last audited accounts) or your projected annual turnover greater than £60,000 GBP?	Yes
--	-----

1.3 INSURANCE

This Section is **PASS/FAIL**. A bidding 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.

1.2.1 Is your Public Liability indemnity cover greater than £5 million GBP per incident?	Yes
1.2.2 Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?	Yes

SECTION 2 – TECHNICAL AND QUALITY QUESTIONS

2.1 GENERAL DATA PROTECTION

For the purposes of the Data Protection Legislation, F&HDC does not anticipate the contractor processing any data on our behalf. The contractor will be a data controller of information relating to F&HDC and its officers as clients of the contractor.

<p>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?</p> <p>If yes, please provide details of the measures in place.</p> <p>If no, please detail what measures will be in place before the contract starts.</p>
<p>Yes</p> <p>[WE ARE ISO 27001 CERTIFIED ALONG WITH FULL CYBER ESSENTIALS CERTIFICATION AND THEREFORE ADOPT AND IMPLEMENT THE FULL MEASURES REQUIRED ACTING AS BOTH A DATA CONTROLLER AND DATA PROCESSOR]</p>

2.2 HEADLINE QUESTIONS

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

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?	Yes
<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.</p> <p>Guidance on how to calculate this figure can be found online (go to "Small Business User Guide" on gov.uk website)</p>	
<p>Carbon usage for 2021: 8,666 tons of CO2 vs. 11,107 tons in 2020 - a reduction of 22%</p> <p>WE ARE A FULLY CERTIFIED CARBON NEUTRAL ORGANISATION</p>	

2.3.3 The estimated annual value of this contract is £29,225.

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. £29,225 is 5% of £584,500).

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)

1.73

2.3 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 containing multiple paragraphs of blacked-out content]

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

Word Count 970

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]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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

Word Count 578

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 content]

[Redacted text block]

[Redacted text block containing multiple paragraphs and a bulleted list]

Word Count 953

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](https://www.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]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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 content]

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

[Redacted content]



SECTION 3 – PRICING SCHEDULE

- 3.1 Please complete **Appendix C – Schedule of Rates**.
We will score your price against the lowest price offered for lift servicing. The SaFed testing and day rates elements will not be evaluated.
- 3.2 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).
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.

Please ensure you have read Appendix D and Section 7 of the Instructions document.	Yes
Do you accept F&HDC's terms (or the terms as amended by F&HDC in any pre-tender clarifications)?	

SECTION 5 – DECLARATIONS

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

PROVISION OF: Passenger Lift Inspection, Maintenance and Servicing Contract 2022-26

REFERENCE: N/A

On behalf of Precision Lift Services I offer to provide the supplies, services and/or works to F&HDC as specified in the further competition documents, commencing and continuing for the period specified in those documents (including any option to extend).

The tender documents consist of:

- Further Competition Instructions
- Specification
- Passenger Lift Asset Details
- Draft contract terms JCT MTC 2016 (amended)
- the organisation's completed Schedule of rates
- this response document
- and any documents I have submitted with this response document (listed on the first page)

I have examined the Specification and Conditions of Contract, and hereby undertake to execute all the services mentioned in the said Specification for the sum, exclusive of VAT, of

(Amount in Figures) £ 19,110

(Amount in Words) Nineteen Thousand, One Hundred and Ten Pounds per annum

This tender is open for acceptance for at least 90 days from 16th August 2022

If this offer is accepted, we will execute such documents as maybe appropriate in order to create a binding contract between F&HDC and ourselves.

I agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in the **Further Competition Instructions**.

I understand F&HDC is not obliged to accept the tender with the lowest cost or any tender.

I accept that any costs incurred in preparing this tender are at my organisation's own cost and F&HDC will not provide any reimbursement of these costs for unsuccessful or successful tenders.

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

Further Competition (OJEU 2019/S 201-488928) - Supplier Response Document

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.



I understand that F&HDC are not obligated to accept corrections to any errors or omissions made in by me when I calculated the sum of my tender.

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:	 Bid Manager
Dated:	12 th August 2022
For and on behalf of:	Precision Lift Services

APPENDIX E



Folkestone & Hythe District Council

Form of Parent Company Guarantee

APPENDIX E

FORM OF PARENT COMPANY GUARANTEE

THIS DEED is made the day of 2021

BY

(1) **[PARENT COMPANY NAME]** (Company Registration No.) whose registered office is at **[ADDRESS]** ("the Guarantor")

IN FAVOUR OF

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

WHEREAS

- A. This Deed is supplemental to a contract ("the Contract") made between the Employer of the one part and **[CONTRACTOR]** ("the Contractor") of the other part whereby the Contractor has agreed to provide **[WORKS]** ("the Works") upon the terms and conditions more particularly described in the Contract.
- B. The Guarantor has control over the Contractor, within the meaning of section 1124 of the Corporation Tax Act 2010.
- C. The Guarantor has agreed to guarantee the due performance of the Contract.

NOW THE GUARANTOR HEREBY COVENANTS with the Employer as follows:

- 1. The Guarantor unconditionally and irrevocably guarantees to the Employer that if any sums are due and owing to the Employer by the Contractor pursuant to the terms of the Contract and there is any default in any payment of such sums the Guarantor shall forthwith on first demand by the Employer unconditionally pay such sums to the Employer in full together with all costs and expenses which the Employer may incur in enforcing this Guarantee.
- 2. The Guarantor unconditionally and irrevocably undertakes fully and promptly to indemnify the Employer against all damages, costs, claims, losses, demands, liabilities and expenses that may be suffered or incurred by the Employer by reason of any default on the part of the Contractor in performing and observing the terms and conditions of the Contract and in particular such costs and expenses as may be incurred as a result of a third party providing all or any part of the Works (as defined in the Contract) by reason of a failure by the Contractor to provide the Works in accordance with the terms of the Contract.

3. Upon being required to do so by the Employer by notice in writing, the Guarantor shall at its own expense perform or take whatever steps may be necessary to procure the performance of the Contractor's obligations under the Contract and shall from the date of such notice assume jointly and severally with the Contractor all the rights and obligations of the Contract in every way as if the Guarantor were a party thereto, and the performance of the Contract shall continue as if the Guarantor and the Employer had been the original parties to the Contract;
4. The Guarantor shall not be discharged or released from this Guarantee nor shall its liability under this Guarantee be affected or impaired:
 - (i) by any agreement, conduct or forbearance between or afforded to the Contractor by the Employer;
 - (ii) by reason of any alteration in the obligations undertaken by the Contractor;
 - (iii) by any forbearance whether as to payment, time, performance or otherwise; or
 - (iv) as a result of any change in the constitution of the Guarantor, the Contractor or the Employer.
5. The Employer shall not be obliged to require payment from the Contractor before enforcing the terms of this Guarantee and the Guarantor shall be treated in all respects as being jointly and severally liable with the Contractor for all liabilities obligations and undertakings of the Contractor as provided in the Contract.
6. This Guarantee shall remain in full force and effect until the expiry of the Contract and until all the obligations of the Contractor under the Contract have been satisfied in full and this Guarantee is in addition to and not in substitution for any other guarantee, undertaking, indemnity, security or other obligation given or owing to the Employer in respect of sums due or liabilities arising pursuant to the terms of the Contract.
7. If any monies shall become payable under or in respect of this Guarantee then, so long as any monies due and owing by the Contractor to the Employer under the terms of the Contract remain unpaid, Guarantor shall not:
 - (i) in respect of the amounts paid by the Guarantor under this Guarantee seek to enforce repayment by subrogation or otherwise;
 - (ii) in the event of the insolvency, winding up, liquidation or dissolution of the Contractor prove in competition with the Employer in respect of any monies owing to the Guarantor by the Contractor on any account whatsoever but will give to the Employer the benefit of any such proof and all monies to be so received in respect thereof.

8. All demands made by the Employer under this Guarantee shall be made in writing and sent to the Guarantor at the address set out above or such other address as may be notified in writing by the Guarantor to the Employer. Such demands shall be deemed to have been received by the Guarantor on the next working day after the date of transmission, whether by post or facsimile transmission.
9. No failure to exercise or delay in exercising any right, power or privilege hereunder on the part of the Employer shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and exclusive of any rights or remedies provided by the law.
10. The Guarantor hereby warrants and represents to the Employer that it has full power and authority to enter into and perform its obligations under this Guarantee.
11. The Guarantor shall procure that, during the term of this guarantee, there shall be no change of control of the Contractor. "Control" shall bear the meaning given in section 1124 of the Corporation Tax Act 2010.
12. This Guarantee shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the Guarantor has executed this Guarantee as a deed the day and year first before-written

EXECUTED BY [PARENT COMPANY NAME]

acting by two directors or by one director and the company secretary

Director	Signature:
	Name IN CAPITALS:

Director / Company Secretary	Signature:
	Name IN CAPITALS: