

DATE

25 January

2024

(1)

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

- and -

(2)

TRIPLE S LIFT SERVICES LIMITED

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CONTRACT FOR THE PROVISION OF  
PASSENGER LIFT SERVICING, MAINTENANCE AND ASSOCIATED WORKS

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THIS CONTRACT is made the 25<sup>th</sup> day of January 2024

**BETWEEN**

- (1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** of the Civic centre, Castle Hill Avenue, Folkestone CT20 2QY ("**the Employer**") **AND**
- (2) **TRIPLE S LIFT SERVICES LIMITED** (company registration no. 06715811) whose registered office is at Pound Cottage Church Hill, Kingsnorth, Ashford, Kent, TN23 3EF ("**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 5 October 2023 for the provision of the Works

**IT IS HEREBY AGREED** as follows:

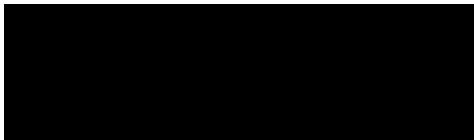
1. This Contract incorporates the following Contract Documents and constitutes the entire agreement between the Parties relating to the Works:
  - the Employer's Schedule of Amendments to the JCT Measured Term Contract 2016 Edition ("Schedule of Amendments"), which shall prevail over any of the other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

- The Contractor's Tender Document including:
    - Form of Tender dated 5 October 2023;
    - Method Statements;
    - Schedule of Rates;
    - Forms of Declaration
  - 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 £320,000.
  - 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:



Authorised Officer



**EXECUTED AS A DEED** by  
**TRIPLE S LIFT SERVICES LIMITED** acting by:

<b>Director</b>	
<b>Director/ <del>Company</del> <del>Secretary</del></b>	

## 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:

Triple S Lift Services Limited (company registration no. 06715811 whose registered office is at Pound Cottage, Church Hill, Kingsnorth, Kent, TN23 3EF

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:

1<sup>st</sup> Recital: Properties owned and managed by the District Council of Folkestone and Hythe as listed in Appendix B - Passenger Lift Asset Details ("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] 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 [REDACTED] of the District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue Folkestone, Kent CT20 2QY

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: ██████████, Director  or such replacement as each Party may notify to the other from time to time
3 Contract Period	2 (two) years with capacity for the Employer to extend the Contract Period for a period or periods totalling no more than 36 months

Item	Insertion
commencing on	1 November 2023
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	does not apply
Maximum Value of any one Order	£25,000.00 (twenty-five thousand pounds)
7 Approximate anticipated Value of work to be carried out under this Contract	£64,000.00 (sixty-four thousand pounds) per annum
Liquidated Damages	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 a ‘contractor’ for the purposes of the CIS
10 Progress Payments (Clauses 4.3, 4.4 and 4.5)) <i>Estimated value of an Order above which progress payments can be applied (If none is stated, it is £2,500)</i>	does not apply, see Schedule of Amendments
Valuation Dates <i>(if no date is stated, the Valuation Date is the last day of each month)</i>	The Valuation Date in each month is the 28th day of the month
11 Responsibility for measurement and valuation (Clause 5.2) <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

Item	Insertion
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>	
13.1 Daywork Valuation – percentage additions (Clauses 5.4, 5.6.3 and 5.6.4)	
Where not included in or annexed to the Schedule of Hourly Charges,	



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

Item	Insertion
priority code will be paid for using normal working hours rates regardless of when the work is undertaken).	
15 Insurance (Clauses 6.4.1, 6.7A, 6.7B, 6.8 and 6.11)	
15.1 Contractor's Public Liability insurance; injury to persons or property – the required level of cover is not less than	Public Liability: minimum of £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of one event  Employer's Liability: minimum of £5,000,000 (five million pounds)
15.2 Percentage to cover professional fees	15%
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>	does not apply
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>	does not apply
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)	
15.6 Terrorism Cover – details of the required cover <i>(Unless otherwise stated, Pool Re Cover is required)</i>	does not apply

Item		Insertion
16	Break Provisions – Employer or Contractor (Clause 7.1)	13 weeks
17	Settlement of Disputes (Clauses 9.2, 9.3 and 9.4.1)	
	Adjudication	Nominator of Adjudicator: The Royal Institution of Chartered Surveyors
	Arbitration Appointer of Arbitrator	President or a Vice-President of The Royal Institution of Chartered Surveyors
18	Contractor's Representative shall be <i>(or such other person appointed by the Contractor in accordance with new clause 3.3.3)</i>	██████████, Director

## **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;

Schedule Processing Personal Data

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 Act 2018 (“DPA 2018”) to the extent that it relates to processing of personal data and privacy and (iv) all applicable Legislation about the processing of personal data and privacy;”

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

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

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

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

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

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

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

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

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

### **Contractor’s Obligations**

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

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

### **Contractor’s Obligations**

Clause 2.1 – the following new clauses shall be inserted:

“2.1A The Contractor shall fully carry out the works using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent contractor (and to the extent that the Order includes any design to be carried out by the Contractor using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent architect

or other appropriate designer) who is experienced in carrying out work (and preparing designs) of a similar scope, nature and complexity and size to the Order.

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

### **Materials, Goods and Workmanship**

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

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

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

“Where and to the extent that the approval of the quality of materials or goods or of the standards of workmanship is a matter for the opinion of the Contract Administrator, such quality and standards shall be to his reasonable satisfaction. To the extent that the quality of materials and goods or standards of workmanship are not described in the Order nor stated to be a matter for such opinion or satisfaction, they shall be of a

standard appropriate to the relevant work. For the avoidance of doubt the standards of workmanship required pursuant to this clause shall be no less than those set out in British Standard 8000 or any other standard that may be applicable.”

### **Rights of Employer**

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

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

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

### **Value of work to be carried out under this Contract**

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

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

### **Programme**

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

“The Contractor Administrator shall have 7 days from receipt of the programme to approve or register its disapproval, in writing, of the programme. If the Contract Administrator fails to respond within the 7 days, then it shall be deemed to have approved. Provided the Contract Administrator has approved or deemed to have approved the programme, the Contractor shall procure that all of the works carried out in accordance with or under any Order(s) is carried out strictly in accordance with the programme. If the Contract Administrator has stated to the Contractor that it does not approve of the programme then the Contractor shall resubmit a revised programme to the Contract Administrator for approval and this process shall be repeated until the Contract Administrator has given its written approval to the programme, whereupon the Contractor shall carry out the works within the order strictly in accordance with such approved programme.”

### **Divergence from Statutory Requirements**

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

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

### **Extension of Time**

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

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

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

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

### **Defects**

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

Additional Clause 2.12.2:

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

### **Assignment**



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

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

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

### **Sub-Contracting**

Delete Clause 3.2 and replace with the following clauses:

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

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

### **Contractor's Representative**

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

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

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

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

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

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

Additional Clause 3.4.4:

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

### **Cancellation of an Order**

Additional Clause 3.6.3:

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

### **Exclusion from Site**

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

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

### **Additional Employer's Rights and Remedies**

Additional Clause 3.11:

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

### **Progress Payment**

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

#### **"Monthly Payment**

Payments shall be made on a per calendar month basis and shall include all Orders completed in the previous calendar month that have been agreed as completed by the

Contract Administrator and shall form part of the Contractor's monthly payment application in accordance with clause 4.5.1."

### **Payment Application**

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

### **Valuation – day work**

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

### **Derived Rates**

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

"5.5.1 Where the rates or prices in the Schedule of Rates do not apply or where there is no applicable all-in labour rate in the Schedule of Hourly Rates, as the case may be, the value shall be decided by the Contract Administrator and shall be based upon such rates or prices as may fairly be deducted therefrom, rates and prices deduced 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 August 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 November 2024 with adjustments limited by the average of the published CPI figures between 1 August 2023 and 31 July 2024."

### **Overtime**

Additional Clause 5.7.4:

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

### **Liability of the Contractor – personal injury or death**

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

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

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

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

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

### **Contractor's Insurance and his Liability**

Additional clause: 6.4.3

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

### **Related Definitions**

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

Additional clause 6.15

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

### **Collateral Warranties and Copyright**

Insert new clause 7A as follows:

**“Copyright Contractor Warranties in favour of others**

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

**Sub-contractor Warranties**

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

**Copyright Licence**

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

**Default by Contractor**

Additional Clause 8.4.1.3:

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

Insert new clauses 8.4.2.1 and 8.4.2.2 as follows:

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

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

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

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

### **Prevention of Bribery and Corruption**

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

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

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

10.1.2 it will procure that any person who performs or has performed services for or in its behalf (“Associated Person”) in connection with this Contract complies with this clause and subject to the JCT Form of Contract to be used;

10.1.3 it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains

undertakings on the same terms as contained in this clause and subject to the JCT Form of Contract to be used;

10.1.4 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;

10.1.5 from time to time at the reasonable request of the Employer it will confirm in writing that it has complied with its undertakings under clauses 10.1.1 to 10.1.4 and will provide any information reasonably requested by the Employer in support of such compliance;

10.1.6 it shall notify the Employer as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

10.2 Where the Contractor or Contractor's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Contractor's behalf, engages in conduct prohibited by the Bribery Act 2010 or the Local Government Act 1972 section 117(2) in relation to this or any other contract with the Employer, the Employer has the right to;

a) terminate the Contract and recover from the Contractor the amount of any loss suffered by the Employer resulting from the termination, including the cost reasonably incurred by the Employer of making other arrangements for the provision of the works and any additional expenditure incurred by the Employer throughout the remainder of the Contract.

b) recover in full from the Contractor any other loss sustained by the Employer in consequence of any breach of this clause, whether or not the Contract has been terminated.”

## **Freedom of Information**

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

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

11.2 The Contractor shall assist and co-operate with the Employer (at the Contractor's expense) to enable the Employer to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Employer.

11.3 The Contractor acknowledges that the Employer is committed to the Government's transparency agenda requiring the Employer to publish on line items of spend over £500 (five hundred pounds) including actual payments

made to the Contractor, the Contractor's tender and the terms of this Contract (excluding commercially sensitive information).

- 11.4 The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose information;
- a) without consulting with the Contractor, or
  - b) following consultation with the Contractor and having taken its views into account."

## **Data Protection**

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

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



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

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 12.5 Subject to Clause 12.7, the Processor shall notify the Controller immediately if it:
  - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 12.6 The Processor's obligation to notify under Clause 12.5 shall include the provision of further information to the Controller in phases, as details become available.
- 12.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 12.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;

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

## **Equal Opportunities, Unlawful Discrimination and Human Rights**

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

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

## **Contractor's Persons**

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

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

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

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

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

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

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

## **Safeguarding**

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

“15.1 The Contractor shall make arrangements during the provision of any works under this Contract to ensure that the Contractor and the Contractor's Persons comply, in all respects, with all relevant legislation and Employer policy in relation to the safeguarding of children and vulnerable adults, which may include enhanced disclosure checking of the Contractor's Persons, undertaken through the Disclosure and Barring Service (“DBS”) and a check against the adults barred list or the children's barred list as appropriate

- 15.2 The Contractor shall monitor the level and validity of the checks for each of the Contractor's Persons.
- 15.3 The Contractor warrants that at all times for the purposes of this Contract, it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time."

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

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

### **Additional Employer's Requirements**

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

- "17.1 In the event of any inconsistencies or any ambiguity between the Articles of Agreement, Conditions and this Schedule of Amendments, the Parties agree that the Schedule of Amendments shall take precedence over the Articles of Agreement and Conditions whilst the Articles of Agreement shall take precedent over the Conditions.
- 17.2 The Contractor shall ensure that it has policies or codes of conduct in relation to:
- equality and diversity policies
  - sustainability
  - information security rules
  - whistleblowing and/or confidential reporting policies.
- 17.3 The Contractor shall keep and maintain until 6 years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the agreement including:
- (a) the works provided under it;
  - (b) all expenditure reimbursed by the Employer;
  - (c) all payments made by the Employer.

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

- 17.4 The Contractor shall co-operate fully with any enquiry or investigation made by the Employer's internal or external auditors, or any other quality or performance inspectors, that in any way concerns this Contract or any sums claimed or charged in relation to this Contract. The Employer may use information given by the Contractor in connection with this Contract to prevent and detect fraud and money-laundering; it may also share this information, for the same purpose, with other organizations that handle public funds. The Contractor shall take all necessary action to prevent money laundering. Where the Employer deems that the Contractor has been involved in money laundering it will take whatever measures appropriate to prevent this and report such action to the relevant authorities. The discovery of fraud and/or money laundering shall be grounds for termination of the Contractor's employment.
- 17.5 The Contractor shall comply with any Employer policies affecting the Contract and shall if requested provide the Employer with any relevant information required in connection with any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in such inquiries or proceedings or hearings arising out of the Contract. The Contractor shall co-operate fully with the Commissioner for Local Administration in England (the Local Government Ombudsman) in any investigation by him of any complaint relating to the Contract and in enquiries by any of the Employer's Committees. From time to time, the Employer may require the Contractor to provide reports to, or be involved in discussions with, elected members. The Contractor shall comply with the Employer's reasonable requirements and shall not be entitled to any additional payment in respect thereof save to the extent such costs are incurred as a result of a default on the part of the Employer.
- 17.6 The Contractor shall, upon becoming aware of anything in connection with the Contract that is likely to give rise to legal inquiry or litigation, forthwith notify the Contract Administrator, giving such details as are available.
- 17.7 The Contractor shall deal with any complaints about its performance of the Contract, received from whatever source, in a prompt, courteous and efficient manner. The Contractor shall set up an internal process for dealing with complaints and shall keep a written record of all complaints received and of the action taken in relation to such complaints. The Contractor shall inform the Contract Administrator in writing of all complaints received and of all steps taken, and shall permit its record of complaints to be inspected by the Contract Administrator (or any other person nominated by him) at all reasonable times on reasonable notice.
- 17.8 The Contractor shall not speak to the press or broadcasting media about any matters connected with the Contract without the prior written consent of the Contract Administrator. If the Contractor intends to advertise its provision of the works to the Employer, it shall obtain approval of the Employer before doing so as to the content of such advertisement.
- 17.9 The Contractor should note that it is of the utmost importance that their employees and sub contract employees carry with them at all times their

company's identification card to produce when challenged by the Employer's staff or council residents.

- 17.10 Where under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum item due or which at any time thereafter may become due to the Contractor under the Contract or under any other similar construction contract with the Employer.
- 17.11 The Contractor shall be deemed to have obtained information on all matters affecting the execution of the works. No claim arising from errors or omissions will be considered.
- 17.12 The Contractor shall comply with all Standing Orders of the Employer in so far as they are applicable to the execution of the Works. It is the responsibility of the Contractor to determine the nature and extent of such Standing Orders for lack of knowledge will not constitute grounds for non-compliance. A copy will be available for inspection on request.
- 17.13 The Contractor shall comply with all statutory requirements to be observed and performed in connection with the Contract and shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause.

## **Bonds and Guarantees**

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

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



Insert new Section 19 to the JCT Conditions of Contract as follows:

## **“Greenhouse Gases and Carbon Emissions**

19.1 The following definitions apply in this clause and in Schedule 4:

**“GHG Emissions”** means the emissions of GHGs from all sources related to this Agreement, categorised as “Scope 1” and “Scope 2” emissions by The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015 as updated from time to time;

**“Greenhouse Gases (GHGs)”** means the natural and anthropogenic gases which trap thermal radiation in the earth’s atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time, which include carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF<sub>6</sub>), and nitrogen trifluoride (NF<sub>3</sub>), each expressed as a total in units of Carbon Dioxide Equivalent (CO<sub>2</sub>e).

**“Overall Sustainability Impact”** means the Contractor’s assessment and performance of the relevant social, environmental and economic policies related to this Agreement in accordance with the Small business user guide: Guidance on how to measure and report your greenhouse gas emissions published by the Department for Environment, Food & Rural Affairs Published on February 2012 <https://www.gov.uk/government/publications/small-business-user-guide-guidance-on-how-to-measure-and-report-your-greenhouse-gas-emissions>.

**“Sustainability Report”** has the meaning given to it in clause 19.3.

19.2 In performing its obligations under this Contract, the Contractor shall, where applicable to this Contractor, to the reasonable satisfaction of the Employer:

19.2.1 in its operations, comply with all applicable environmental law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials and the provision of certificates if requested and as appropriate;

19.2.2 demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Employer’s reasonable questions;

- 19.2.3 minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by relevant staff, emissions from Contractor offices and equipment.
- 19.3 On each anniversary of the Works commencement date as specified in the Contract Particulars, the Contractor shall complete and submit to the Employer a sustainability report in relation to the Works, which shall be in the form specified in Schedule 4 (the “Sustainability Report”), and include the assumptions used in the reporting and contain information on:
- 19.3.1 the Contractor’s GHG emissions associated with the delivery of this Contract in accordance with established best practice and internationally accepted standards<sup>1</sup>
  - 19.3.2 the Contractor’s water use (in metres cubed);
  - 19.3.3 the Contractor’s energy consumption for all fossil fuels (in kilowatt-hours (kWh)) relating to assets used at Employer premises or other locations;<sup>2</sup>
  - 19.3.4 transport use (and resulting GHG emissions from transport fuel) for goods delivered to, or Contractor staff travel to, Employer premises or other Employer locations or the location where the contract is delivered;
  - 19.3.5 volume of waste (in kilograms/tonne) produced at Employer premises or other locations that relate to the provision of the Works, including how the Contractor intends to process and dispose of waste; and
  - 19.3.6 the Overall Sustainability Impact of the Works, including improvements identified by the Contractor, new policies or targets adopted to reduce the environmental impact of the Contractor’s operations and contributions towards any Employer environmental policies or targets.

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<sup>1</sup> The Small Business User Guide published by DEFRA, 2012: [SMALL BUSINESS USER GUIDE: Guidance on how to measure and report your greenhouse gas emissions \(publishing.service.gov.uk\)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb133_10-ghg-small-business-guide.pdf)

<sup>2</sup> Calculating the CO2 equivalent from the *UK Government GHG Conversion Factors for Company Reporting for the relevant reporting period.* <https://www.gov.uk/government/publications/greenhouse-gas-reporting-conversion-factors-2022>

Insert new Schedule 1 to the JCT Conditions of Contract as follows:

## **SCHEDULE 1: GREENHOUSE GAS REPORTING**

1. This Schedule shall be completed on each anniversary of the Works commencement date as specified in the Contract Particulars of this Contract by the Contractor and the completed schedule shall be referred to as the “Sustainability Report”. The CO<sub>2</sub> equivalent emissions associated with fossil fuels will be calculated, and the water usage, recycling rates and waste produced will be reported.
2. The Sustainability Report will demonstrate, measure and report on the carbon emissions (CO<sub>2</sub> equivalent) associated with the delivery of the Works under this Contract.
3. The Sustainability Report will set out the Overall Sustainability Impact of the Works, including improvements identified by the Contractor, new policies or targets adopted to reduce the environmental impact of the Contractor’s operations and contributions towards any Employer environmental policies or targets.
4. The calculation methodology for the Sustainability Report will follow the latest guidance from DEFRA<sup>3</sup> and include:

### **Step 1.**

Measure the greenhouse gas emissions for the Contractor’s business,

-taking into account the parts of the Contractor’s business which the Contractor either owns or has control over. This means that the Contractor is only measuring emissions which relate to the Contractor’s business operations. To do this, the Contractor needs to set a boundary which will ring fence the Contractor’s business operations and will help identify which greenhouse gases the Contractor needs to measure; and

-apportion the emissions relating to this Contract, noting the assumptions that the Contractor has made.

### **Step 2.**

Identify the main activities relating to this Contract, that release greenhouse gases in the Tables 1 (Fossil Fuel Use) and Table 2 Water & Waste) below.

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<sup>3</sup> Latest guidance follows the DEFRA approach and can be found at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/69494/pb13310-ghg-small-business-guide.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf)

**Step 3.**

The assumptions made in the calculation of the emissions associated with this Contract are to be expressly stated in Tables 1 (Fossil Fuel Use) and Table 2 (Water & Waste) below.

**Step 4.**

Provide information on the Overall Sustainability Impact of the Works and return the completed Sustainability Report and Tables 1 (Fossil Fuel Use) and Table 2 (Water & Waste) to the Employer.

## Folkstone & Hythe District Council Sustainability Report: greenhouse gas emissions<sup>4</sup>

Name of Contract: *[insert name of contract and contract reference number]*

Date of Report: *[insert date of report]*

Contractor Name: *[insert name, address and company number (if applicable)]*

**Table 1: Fossil Fuel Use**

Activity	Data Source	Assumptions used to apportion the consumption	CO2 equivalent in kg
<b>Electricity Use</b>	Electricity bills in kWh apportioned to this contract	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
<b>Natural Gas use</b>	Gas bills in kWh apportioned to this contract	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
<b>Other fossil fuels</b>	Oil, LPG, propane delivery notes	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
<b>Fuels used in vehicles and machinery to service the contract</b>	Mileage and fuel bills (litres)	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
<b>Assumptions</b>	<i>[insert relevant assumptions used for calculated the figures inserted above]</i>		

<sup>4</sup> The methodology to calculate the Sustainability Report should follow the latest guidance from DEFRA. Latest guidance follows the DEFRA approach and can be found at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/69494/pb13310-ghg-small-business-guide.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf)

**Table 2: Water and Waste**

Activity	Data Source	Assumptions used to apportion the consumption	Consumption
<b>Water consumption</b>	Water supply from bills in m3	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
<b>Water treatment</b>	Water treatment bills in m3	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
<b>Waste disposal</b>	Tonnes of waste to landfill	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
<b>Waste recycling</b>	Tonnes of waste to recycling facility	<i>[Please be as specific as possible]</i>	<i>[insert figure]</i>
<b>Assumptions</b>	<i>[insert relevant assumptions used for calculated the figures inserted above]</i>		



# **Folkestone & Hythe District Council**

## **Tender Specification and Scope of Works**

**For**

**Passenger Lift Service and Maintenance including Terms & Conditions**

**At:**

**Various properties**

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## **Passenger Lift Maintenance Specification**

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### **APPENDICES**

#### **APPENDIX B – PASSENGER LIFT ASSET DETAILS**

**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 B.

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 year with effect from the 1<sup>st</sup> November 2023

Upon successful completion of the 2-year term a further period of up to 36 months may be initiated.

The maximum contract term shall be 5 years and assessments will be carried out at intermediate terms within the contract period to determine any extensions to the contract.

Subject to a successful review and the ability to demonstrate a continuous improvement process, the contract will be extended beyond the initial 24 months period. Notification concerning the contract extension will be provided before or at the end of

In the event of the contract not being extended beyond the milestone point identified above, a minimum 13 week 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**

**All monthly finance applications must be forward to [housing.compliance@folkestone-hythe.gov.uk](mailto:housing.compliance@folkestone-hythe.gov.uk) for approval and**

**request of invoice by the lift Compliance Specialist or other chosen purpose on behalf of the client before invoices are supplied as below. (Complete process will be agreed at mobilisation)**

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](mailto: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.
- m) Attendance at all call outs, service and breakdown visits are to be included with the overall site price as entered on the Pricing Schedule Appendix C – No additional payments will be made by the employer for call outs classed by the Contractor as 'misuse' etc. This is an all inclusive Contract.

### 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. There will be no charge to the employer.

**2.19 ADDITION, REMOVAL, AND EXCLUSION OF LIFTS**

Reference should be made to Appendix B 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.

Individual new lifts may be added to the asset list Appendix B at the request of the Employer and subject to any variation in the Contract price being agreed in writing.

Individual lifts may be removed from the contract either on a permanent or temporary basis from the contract by the Employer subject to the Employer issuing a notice 28 calendar days in advance. Where an asset is removed from the contract, the Contract price will be reduced accordingly.

The Contractor is not permitted to remove assets from the contract other than in exceptional circumstances and only with the agreement of the Employer.

Any new lifts installed by a contractor other than the Contractor will be covered by a Defects and Liability Period with the installer and shall be excluded from the Contract until the Defects and Liability Period expires. After expiry of the Defects and Liability Period, the lift will be added to the Contract and a handover from the installing company will be undertaken between the installer, the Employer and the Contractor.

While a lift is covered by a Defects and Liability Period, the Contractor shall not carry out any call outs, breakdown or servicing to the newly installed lift(s) unless directed to by the Employer.

### **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 1<sup>st</sup> 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

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**

Whether or not there are site based representatives present or not present at the time of attendance, the Contractor's operatives shall both sign in and sign out, as required at all properties if a site log cannot be found they are to leave notification of there attendance by way of a time and date photo within the lift motor room.

**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

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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 attend all sites within the asset Register accompanying these tender documents whether a Passenger OR Platform lift once a month to carry out a monthly service. (14 service visits per month). ***There are no service lifts within this contract.***
- 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.



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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

## Passenger Lift Maintenance Specification

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

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- 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/service or breakdown visit is not completed with correctly documented visit notes and signature of the log card, the Employer shall not be responsible for any payment of said visit.
- The following callouts and repairs that may be considered by the employer to be excluded from the Contract – this is wholly at the discretion of the employer.
- a) Work relating to damage caused to the lift by a malfunction of the incoming power supply.
  - b) Work relating to damage caused to the lift by flooding, settlement, or shrinkage of the building.
  - c) Faults or damage caused through material change of use of the lift.

- d) Buried piping or cylinders forming part of hydraulic installations.
- e) Should any of the above give cause for a callout, no callout cost will apply, only the actual time spent at the property repairing the fault at the rates included in the tendered schedule of rates (SOR's) or where there are no SOR's an itemised written quotation must be provided to the employer for their consideration whilst in attendance on site so that any potential works can be considered and / or approved by the employer whilst the engineer is on site so that the fault can be fixed without further attendance.

Please note: Call outs that result in a 'no fault found or lift running on arrival' will, in all cases be classed as a non-chargeable callout/works including any resetting of any power supply, lift equipment or associated plant in connection with the lift or its power supply.

No payments will be made resulting from poor adjustment or alignment , poor servicing or maintenance or breakdown repair of any lift equipment in connection with the lift, associated plant or its power supply. The term 'poor' in this instance is solely at the discretion of the employer.

## **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.

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- 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.
  - 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.

## Passenger Lift Maintenance Specification

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- 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

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- 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

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### 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
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### 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

Date Received	No.	Question	Response
4 Sep '23	1	Please can you clarify if the working office within 35 miles of the Civic Centre (CT20 2QY) is a mandatory requirement? This would seem to (a) disadvantage bidders submitting the most economically advantageous tender (MEAT) who have proven processes and systems for remote management and/or centralised functions and (b) give a clear advantage to the very limited (possibly only one) lift services provider with a current office within 35 miles?	<p>It is not a mandatory requirement for the contractor to have a working office or unit already in place within 35 miles.</p> <p>If a bidder doesn't currently have a working office or unit within the desired range, we ask you to confirm if you have a local working office or to put forward proposals for establishing a local presence to support the management and supervision of the contract.</p> <p><b>Additional note 12 Sept-</b></p> <p>The contractor is to also provide evidence as to how the local call out times will be met without a work force and office within 35 miles of the Civic Centre (CT20 2QY).</p>
4 Sep '23	2	Can you please clarify if the level of cover is unlimited or capped?	<p>The level of insurance cover the Contractor is required to hold is stated in the SQ and in Appendix D.</p> <p><i>Please note that additional clause 6.4.3 in the schedule of amendments does not apply and shall be deleted.</i></p> <p>Liability under the contract is not capped.</p>
4 Sep '23	3	For a comprehensive contract we would generally expect a dilapidation period of 90 days from the start date. This period would be used to identify any pre-existing faults and latent defects. These would then be excluded from the comprehensive scope of the agreement pending rectification at the employer's expense. Please confirm the dilapidation period for this contract?	<p>There is a dilapidation period of 90 days from the start date.</p>
4 Sep '23	4	Can you confirm if service visits are monthly, i.e., 12 visits per annum per asset?	<p>Yes. See Appendix A section 7.1.5.</p> <p>There shall be 12 visits per annum for each of the 14 assets.</p>
5 Sep '23	5	please advise on the correct quality percentage as the ITT seems to be suggest this is both 40% and 60%	<p>Apologies, there is a copy error in section 6.1.1 of the instruction document.</p> <p>The tenders will be evaluated 60% Quality and 40% Price.</p> <p>The attachments will be corrected shortly.</p>

7 Sept '23	6	It appears our previous clarification around the levels of cover has been misunderstood. We would like to clarify if the level of maintenance cover required (i.e., comprehensive) is capped or unlimited. I.e., is there a certain threshold where repairs need to be quoted, or are any repairs identified during a service visit/reactive callout covered with no limit on their value?	<p>All repairs up to £500.00 are to be included at no charge to the Employer, however they must be reported on the service/reactive visit. This value will be reviewed at the end of the Delap period.</p> <p>Any repairs over £500.00 will need to be referred back to the Employer with a quote for authorisation.</p>
8 Sept '23	7	Level of cover required for the tender - servicing only, servicing and the provision of parts listed in section 6.2 Preventative and Routine Maintenance, or all inclusive (servicing, all callouts, provision of all replacement parts)	See question 6 above.
8 Sept '23	8	Makes & models of lifts/assets	Please refer to Appendix Bi stock condition surveys
8 Sept '23	9	Number of stops/floors served - please confirm the number of floors on the asset document is correct (Mittell Court lists one lift as being 1 floor)	<p>Number of floors generally should be accurate in Appendix Bi. Please also refer to Appendix Bi stock condition surveys.</p> <p><b>Regarding Mittell Court, we will check this and confirm back.</b></p>

**APPENDIX B:  
Passenger Lift Asset Details**

<b>Block</b>	<b>Address Line 1</b>	<b>Area</b>	<b>Postcode</b>	<b>Number of floors</b>	<b>Contract Load</b>	<b>Traction/Hydraulic (ALL TO BE CLASSED AS PASSENGER LIFTS)</b>	<b>Age</b>
<b>Bradford Court</b>	<b>1-49 Foord Road,</b>	<b>Folkstone</b>	<b>CT20 1HL</b>	<b>3</b>	<b>10 person/750 kg</b>	<b>Hydraulic</b>	<b>2012</b>
<b>Churchill Court</b>	<b>Cinque Ports Avenue</b>	<b>Hythe</b>	<b>CT21 6HP</b>	<b>2</b>	<b>2 person/400kg</b>	<b>Hydraulic/platform lift</b>	<b>2010</b>
<b>Cubitt House</b>	<b>Black Bull Road</b>	<b>Folkestone</b>	<b>CT19 5SH</b>	<b>3</b>	<b>8 person/630kg</b>	<b>Hydraulic</b>	<b>2014</b>
<b>Halliday Court</b>	<b>Sir John Moore Avenue</b>	<b>Hythe</b>	<b>CT21 5DG</b>	<b>2</b>	<b>2 person/400kg</b>	<b>Hydraulic/platform lift</b>	<b>2010</b>
<b>Mackeson Court</b>	<b>Military Road</b>	<b>Hythe</b>	<b>CT21 5BJ</b>	<b>3</b>	<b>13 person/1000kg</b>	<b>Traction</b>	<b>2012</b>
<b>Middelburg House</b>	<b>Cheriton High Street</b>	<b>Folkstone</b>	<b>CT19 4HP</b>	<b>2</b>	<b>2 person/400kg</b>	<b>Hydraulic/platform lift</b>	<b>2012</b>
<b>Mittell Court</b>	<b>Vinelands</b>	<b>Lydd</b>	<b>TN29 9BJ</b>	<b>1</b>	<b>4 person/410kg</b>	<b>Hydraulic/platform lift</b>	<b>2018</b>
<b>Mittell Court</b>	<b>Vinelands</b>	<b>Lydd</b>	<b>TN29 9BJ</b>	<b>2</b>	<b>5 person/410kg</b>	<b>Hydraulic/platform lift</b>	<b>2018</b>
<b>Nailbourne Court</b>	<b>Palm Tree Way</b>	<b>Lyminge</b>	<b>CT18 8LX</b>	<b>2</b>	<b>16 person/1200kg</b>	<b>Hydraulic</b>	<b>2007</b>
<b>Philippa House</b>	<b>Warren Road</b>	<b>Folkestone</b>	<b>CT19 6DW</b>	<b>2</b>	<b>2 person/250kg</b>	<b>Hydraulic/platform lift</b>	<b>2021</b>
<b>Prescott House</b>	<b>Rolfe Lane</b>	<b>Romney Marsh</b>	<b>TN28 8JN</b>	<b>2</b>	<b>13 person/1000kg</b>	<b>Hydraulic</b>	<b>2010</b>
<b>Romney Marsh House</b>	<b>Orgarswick Avenue</b>	<b>Dymchurch</b>	<b>TN29 0PP</b>	<b>4</b>	<b>13 person/1000kg</b>	<b>Traction</b>	<b>2012</b>
<b>Walmsley House</b>	<b>Princess Street</b>	<b>Folkstone</b>	<b>CT19 6QP</b>	<b>2</b>	<b>6 Person/450kg</b>	<b>Traction MRL</b>	<b>2014</b>
<b>Win Pine House</b>	<b>Lyell Close</b>	<b>Hythe</b>	<b>CT21 5JB</b>	<b>3</b>	<b>13 person/1000kg</b>	<b>Traction</b>	<b>2013</b>

**APPENDIX C:  
Contractor's Schedule of Rates**



## Pricing Document - Passenger Lift Servicing

Site	Address 1	Address 2	Post Code	No of floors	Monthly Service, Inclusive Call Out & Maintenance Cost	Annual Service, Inclusive Call Out & Maintenance Cost
Bradford Court	1-49 Foord Road,	Folkstone	CT20 1HL	3		
Churchill Court	Cinque Ports Avenue	Hythe	CT21 6HP	2		
Cubitt House	Black Bull Road	Folkestone	CT19 5SH	3		
Halliday Court	Sir John Moore Avenue	Hythe	CT21 5DG	2		
Mackeson Court	Military Road	Hythe	CT21 5BJ	3		
Middelburg House	Cheriton High Street	Folkstone	CT19 4HP	2		
Mittell Court	Vinlands	Lydd	TN29 9BJ	1		
Mittell Court	Vinlands	Lydd	TN29 9BJ	2		
Nailbourne Court	Palm Tree Way	Lyminge	CT18 8LX	2		
Philippa House	Warren Road	Folkestone	CT19 6DW	2		
Prescott House	Rolfe Lane	Romney Marsh	TN28 8JN	2		
Romney Marsh House	Orgarswick Avenue	Dymchurch	TN29 0PP	4		
Walmsley House	Princess Street	Folkstone	CT19 6QP	2		
Win Pine House	Lyell Close	Hythe	CT21 5JB	3		
<b>Total transfered to summary</b>						

## Pricing Document - Passenger Lift Servicing

Safed Item	Description	£ per item
4.1	Earth Continuity Test	
4.2	Electrical Safety Devices	
4.3	Terminal Speed Reduction Test	
4.4	Landing Door Interlocks	
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	
4.12.2	Mechanical Anti-Creep Devices	
4.13	Low Pressure Detection Devices	
4.14	Traction, Brake and Levelling Tests	
4.15	Car and Counterweight Balance Tests	
	<b>TOTAL</b>	
	<i>This total will be used for pricing information but not included in the tender summary</i>	

## Pricing Document - Passenger Lift Servicing

Engineer	£
Price to attend on-site 8am - 6pm Mon-Fri. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours 6pm - 8am Mon-Fri and all day Saturday. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours Sundays & Bank Holidays. To include 60mins on site and to include engineer travel time and expenses to site.	
Technician	
Price to attend on-site 8am - 6pm Mon-Fri. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours 6pm - 8am Mon-Fri and all day Saturday. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours Sundays & Bank Holidays. To include 60mins on site and to include engineer travel time and expenses to site.	
Mate	
Price to attend on-site 8am - 6pm Mon-Fri. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours 6pm - 8am Mon-Fri and all day Saturday. To include 60mins on site and to include engineer travel time and expenses to site.	
Price to attend on-site Emergency Out Of Hours Sundays & Bank Holidays. To include 60mins on site and to include engineer travel time and expenses to site.	
Engineer - Per hour	
Engineer Mate - Per Hour	
Technician - Per Hour	
Supervisor - Per Hour	
Manager / Director- Per Hour	
<b>Total</b>	

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

***These rates are to be utilised for works deemed outside of the Specification or inclusive works within the contract by the Employer and not used without written agreement from the employer***

**APPENDIX D:  
- Contractor's Invitation to Tender Response -**



## Standard Selection Questionnaire

### Passenger Lift Servicing, Maintenance and Associated Works

**FTS No: 2023/S 000-025983**

**ProContract Ref: DN686660**

**Open Procedure**

### Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The SQ template includes a self-declaration, made by you (the potential supplier), that none of the grounds for exclusion apply<sup>1</sup>. If any of the grounds for exclusion do apply, there is an opportunity to explain any measures you have taken to demonstrate your reliability notwithstanding the existence of a ground for exclusion (we call this self-cleaning).

We require all the organisations that form part of your bidding group/consortium and each subcontractor that you are relying on to meet the selection criteria to provide a completed part 1 and part 2. This means that where you are joining a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Subcontractors that you rely on to meet the selection criteria, must also complete a self-declaration (although subcontractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

### Supplier Selection Questions: Part 3

The procurement documents will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group/consortium or you intend to use subcontractors, you should complete all of the selection questions on behalf of the group/consortium and/or any subcontractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to exclude you from the procurement process, including where an award decision has already been notified, and award to another supplier.

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<sup>1</sup> See Annex A for full list of exclusions

## Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of subcontractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed part 1 and part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:
  - members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.
  - the second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers of representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an

executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn't necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.

7. Not used.

8. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

9. The Public Procurement Review Service allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as listed in [Schedule 1](#) of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, [read the terms](#) and email [publicprocurementreview@cabinetoffice.gov.uk](mailto:publicprocurementreview@cabinetoffice.gov.uk) or phone 0345 010 3503.

## Part 1: Your information and the bidding model

You must answer all questions in parts 1 and 2, and you must answer all questions in part 3 as well.

Bidders must ensure that every organisation on which they will rely to meet the selection criteria completes and submits their own answers and declaration for part 1 and 2.

Section 1	Your information	
Question number	Question	Response
1.1(a)	Name (if registered, please give the registered name)	Triple S Lift Services Ltd
1.1(b) – (i)	Registered address (if applicable) or head office address	Pound Cottage, Church Hill, Kingsnorth, Kent, TN23 7UT
1.1(b) – (ii)	Registered website address ( <i>if applicable</i> )	www.triplesliftservices.co.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Limited Company
1.1(d)	Date of registration (if applicable) or date of formation.	6 <sup>th</sup> October 2008
1.1(e)	Registration number (company, partnership, charity, etc <i>if applicable</i> ).	6715811
1.1(f)	Registered VAT number	943918688
1.1(g) – (i)	Are you registered with the appropriate professional or trade register(s) specified for this procurement and as set out in the procurement documents in the country where your organisation is established?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(g) – (ii)	<b>If you responded yes to 1.1(g) - (i), please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide</b>	LEIA <a href="http://www.leia.co.uk">www.leia.co.uk</a> Membership Number 321



	<ul style="list-style-type: none"> <li>- the website address,</li> <li>- issuing body</li> <li>- reference number.</li> </ul>	
1.1(h) – (i)	<p>For procurements <b>for services only</b>, is it a legal requirement in the country where you are established for you to:</p> <ul style="list-style-type: none"> <li>• possess a particular authorisation, OR</li> <li>• be a member of a particular organisation,</li> </ul> <p>to provide the requirements specified in this procurement?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
1.1(h) – (ii)	<p><b>If you responded yes to 1.1(h) - (i)</b>, please provide additional details of what is required, confirmation that you have complied with this and, if evidence of compliance is available electronically, please give the website address, issuing body and reference number.</p>	Not Applicable
1.1(j)	<p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> <ul style="list-style-type: none"> <li>a) Voluntary Community Social Enterprise (VCSE)</li> <li>b) Sheltered Workshop</li> <li>c) Public service mutual</li> </ul>	Not Applicable
1.1(k)	<p>Are you a Small, Medium or Micro Enterprise (SME)<sup>2</sup>?</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
1.1(l)	<p>Details of Persons of Significant Control (PSC)<sup>3</sup>, where appropriate<sup>4</sup>:</p> <ul style="list-style-type: none"> <li>- Name;</li> <li>- Date of birth;</li> <li>- Nationality;</li> <li>- Country, state or part of the UK where the PSC usually lives;</li> </ul>	<p>██████████</p> <p>██████████</p> <p>British</p> <p>Kent</p> <p>Pound Cottage, Church Hill, Kingsnorth, Kent, TN23 3EF</p> <p>6<sup>th</sup> October 2008</p>

<sup>2</sup> See EC definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>3</sup> UK companies, Societas European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance. Overseas bidders are required to provide equivalent information.

<sup>4</sup> Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

	<ul style="list-style-type: none"> <li>- Service address;</li> <li>- The date he or she became a PSC in relation to the company;</li> <li>- Which conditions for being a PSC are met; <ul style="list-style-type: none"> <li>o Over 25% up to (and including) 50%,</li> <li>o More than 50% and less than 75%,</li> <li>o 75% or more.</li> </ul> </li> </ul> <p><i>(Please enter N/A if not applicable)</i></p>	More than 50% less than 75%
1.1(m)	<p>Details of your immediate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the immediate parent company</li> <li>- Registered office address</li> <li>- Registration number <i>(if applicable)</i></li> <li>- Head office VAT number <i>(if applicable)</i></li> </ul> <p><i>(Please enter N/A if not applicable)</i></p>	Not Applicable
1.1(n)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the immediate parent company</li> <li>- Registered office address</li> <li>- Registration number <i>(if applicable)</i></li> <li>- Head office VAT number <i>(if applicable)</i></li> </ul> <p><i>(Please enter N/A if not applicable)</i></p>	Not Applicable

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section (cont.)	1 Bidding model	
Question number	Question	Response
1.2	<p><b>If you are bidding as a single supplier please go to Q 1.3.</b></p> <p><b>If you are bidding as part of a group or consortium</b> (including where you intend to establish a legal entity to deliver the contract, or you are a subcontractor), please tell us:</p> <ul style="list-style-type: none"><li>a) The name of the group/consortium.</li><li>b) The proposed structure of the group/consortium, including the legal structure where applicable.</li><li>c) The name of the lead member in the group/consortium.</li><li>d) Your role in the group/consortium (e.g. lead member, consortium member, subcontractor).</li><li>e) If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so, which criteria you are relying on them for</li></ul>	Single Supplier

1.3	<p><b>If you are proposing to use subcontractors/a supply chain</b>, please provide the details for each one<sup>5</sup>.</p> <ul style="list-style-type: none"> <li>- Name</li> <li>- Registration number</li> <li>- Registered or head office address,</li> <li>- Trading status <ul style="list-style-type: none"> <li>a) Public limited company</li> <li>b) Private limited company</li> <li>c) Limited liability partnership</li> <li>d) Other partnership</li> <li>e) Sole trader</li> <li>f) Third sector</li> <li>g) Other (please specify your trading status)</li> </ul> </li> <li>- Registered VAT number</li> <li>- SME (Yes/No)</li> <li>- The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables - if known</li> <li>- The approximate % of contractual obligations assigned to each subcontractor, if known</li> </ul> <p>Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for?</p> <p><i>(Please enter N/A if not applicable)</i></p>	<p>We will be completing this contract using solely Triple S Lift Service engineers, Technicians and Testers.</p>
1.4	<p><b>Lots</b> NOT USED</p>	

<sup>5</sup> This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into with that subcontractor for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in PPN 01/18.

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2.

Section 2		Grounds for mandatory exclusion
Question number	Question	Response
2.1(a)	<p>Within the past five years, anywhere in the world, have you or any person who:</p> <ul style="list-style-type: none"> <li>• is a member of the supplier's administrative, management or supervisory body; or</li> <li>• has powers of representation, decision or control in the supplier<sup>6</sup>,</li> </ul> <p>been convicted of any of the offences within the summary below and listed in full in Annex A?</p>	Not Applicable
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Corruption.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Fraud.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.1(b)	<p><b>If you have answered yes to any part of question 2.1(a), please provide further details, including:</b></p> <ul style="list-style-type: none"> <li>• date of conviction and the jurisdiction,</li> </ul>	Not Applicable

<sup>6</sup> see Notes for Completion

	<ul style="list-style-type: none"> <li>• which of the grounds listed the conviction was for,</li> <li>• the reasons for conviction,</li> <li>• the identity of who has been convicted.</li> </ul> <p>If the relevant documentation is available electronically, please provide:</p> <ul style="list-style-type: none"> <li>• the web address,</li> <li>• issuing authority,</li> <li>• precise reference of the documents.</li> </ul> <p><i>(Please enter N/A if not applicable)</i></p>	
2.1(c)	<p><b>If you have answered yes to any of the points above</b> have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input checked="" type="checkbox"/></p>

Section 3		Mandatory and discretionary grounds relating to the payment of taxes and social security contributions
<p>The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out in Annex A, and should be referred to before completing these questions.</p>		
Question number	Question	Response
3.1(a)	<p>Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.</p> <p>If documentation is available electronically please provide:</p> <ul style="list-style-type: none"> <li>• the web address,</li> <li>• issuing authority,</li> <li>• precise reference of the documents</li> </ul>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
3.1 (b)	<p><b>If you have answered no to 3.1(a)</b> please provide further details including the following:</p> <ul style="list-style-type: none"> <li>• Country concerned,</li> <li>• what is the amount concerned</li> <li>• how the breach was established, i.e. through a judicial or administrative</li> </ul>	<i>Not Applicable</i>

	<p>decision or by other means.</p> <ul style="list-style-type: none"> <li>• if the breach has been established through a judicial or administrative decision please provide the date of the decision,</li> <li>• if the breach has been established by other means please specify the means.</li> </ul> <p><i>(Please enter N/A if not applicable)</i></p>	
3.2	<p>Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.</p> <p><i>(Please enter N/A if not applicable)</i></p>	<i>Not Applicable</i>
<p>Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions</p>		

Section 4		Grounds for Discretionary Exclusion
<p>The detailed grounds for discretionary exclusion of an organisation are set out in Annex A, and should be referred to before completing these questions.</p>		
Question number	Question	Declaration
4.1	<p>Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full in Annex A applied to you?</p>	No
4.1(a)	<p>Breach of environmental obligations?</p> <p>To note that environmental law obligations include Health and Safety obligations. See Annex A.</p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(b)	Breach of social law obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(d)	Bankruptcy or subject of insolvency?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(f)	Distortion of competition?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(g)	Conflict of interest?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(i)	Prior performance issues?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(j)	Do any of the following statements apply to you?	
4.1(j) - (i)	You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(j) - (ii)	You have withheld such information.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4.1(j) –(iii)	You are not able, without delay, to submit documents if/when required under Regulation 59.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1(j)-(iv)	You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>



<p>4.2</p>	<p>You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least <b>£36 million</b>.</p> <p>If you are a relevant commercial organisation please -</p> <ul style="list-style-type: none"> <li>• confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.</li> <li>• confirm that the statement complies with the requirements of Section 54.</li> </ul> <p><i>(Please enter N/A if not applicable)</i></p>	<p>Not Applicable to Triple S however we do have a policy statement</p> <p>N/A</p> <p>N/A</p>
<p>4.3</p>	<p><b>If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self cleaning)</b></p> <p><i>(Please enter N/A if not applicable)</i></p>	<p>N/A</p>

## Part 3: Selection Questions

Section 5		Economic and Financial Standing
Question Number	Question	Response
	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.	
5.1(a)	Is your annual turnover (at the date of the last audited accounts) greater than £90,000 GBP?	Yes X No <input type="checkbox"/>
5.1(b)	If the audited accounts dated more than 6 months ago, has been any material change in the financial or trading conditions of your organisation?	Yes, material change <input type="checkbox"/> No material change X N/A <input type="checkbox"/>
5.1(c)	If your organisation has been trading for fewer than 12 months, is your projected annual turnover greater than £90,000 GBP?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A X – Trading for 15 years
5.1(d)	<p>Please list which documents you are able to provide:</p> <ul style="list-style-type: none"> <li>- A copy of your audited accounts for the last two years,</li> <li>- Or financial statements for the most recent year,</li> <li>- Or a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.</li> </ul> <p>If you cannot provide one of the above, please explain why and list any other financial evidence you can provide.</p>	We can provide a copy of our audited accounts for the last two years
5.2	<p>Where you are relying on another member of your bidding group/consortium or any subcontractors or other security in order to meet the selection criteria relating to economic and financial standing, please confirm that the relevant person or entity is willing to provide a guarantee or other security if required.</p> <p><i>(Please enter N/A if not applicable)</i></p>	Not Applicable

5.3(a)	<b>If you have a parent company</b> are you able to provide documentary evidence of your parent company's economic and financial standing?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
5.3(b)	<b>If you have a parent company</b> is the parent company willing to provide a guarantee at F&HDC's request?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
5.4	<b>If you do not have a parent company OR if you responded NO to 5.3(b)</b> will you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

Section 6	Technical and Professional Ability	
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, to meet the technical and professional ability criteria set out in the procurement documents in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>For consortium bids, or where you have indicated that you are relying on a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/particular member/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.</p> <p><b>For each contract please provide the following information</b></p> <p><b>If you cannot provide examples see question 6.2.</b></p>	

	Contract 1	Contract 2	Contract 3
Name of customer organisation	Ashford Borough Council	Canterbury City Council	Tempus Facilities Management
Point of contact in the organisation	██████████	██████████	██████████
Position in the organisation	Building Surveyor	Lead Assets work delivery manager	Managing Director
E-mail address	██████████ ████	██████████ ██████	██████████
Description of contract	Service, Maintenance, call outs, breakdowns, repairs across their portfolio of sheltered housing, assisted living, blocks of flats lifts the equipment ranges from 2 stop passenger hydraulic and traction lifts up to 6 storey.	Service, Maintenance, call outs, breakdowns, repairs across their portfolio of equipment ranging from domestic stair and through floor lifts, platform and passenger lifts in both domestic and commercial applications to include museums, council offices, leisure centres, council buildings	Service, Maintenance, call outs, breakdowns, repairs across their extensive portfolio, equipment ranges from platform, traction and hydraulic passenger and goods lifts in commercial applications such as gyms, restaurants, offices, schools, leisure complexes
Contract Start date	2014	2016	2018
Contract completion date	On-Going	Commercial lifts – March 23 Domestic home lifts on-going	On-Going
Estimated contract value	£102,615.52 Per Annum	£30,159.10 Per Annum	£76,150.03 Per Annum

6.2	<p><b>If you cannot provide at least one example for questions 6.1</b>, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p> <p><i>(Please enter N/A if not applicable)</i></p>
Additional Examples can be provided if required	

6.3	<p><b>Where you intend to subcontract a proportion of the contract</b>, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s).</p> <p>The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes).</p> <p><i>(Please enter N/A if not applicable)</i></p>
Not Applicable we will use our own employed staff to complete the contract.	

Section 7		Additional Questions including Project Specific Questions
Question Number	Question	Response
7.1	<p><b>Insurance</b></p> <p>Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer’s (Compulsory) Liability Insurance = £5,000,000 GBP (five million)</p> <p>Public Liability Insurance = £5,000,000 GBP (five million)</p> <p><b>Professional Indemnity Insurance = £[xxx]</b></p> <p><b>Product Liability Insurance = £[xxx]</b></p> <p>*There is a legal requirement for certain employers to hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information:  <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a></p>	<p>Yes    X - £10,000,000.00 Cover already in place.  No    <input type="checkbox"/></p> <p>Yes    X - £10,000,000.00 Cover already in place.</p> <p>Yes    X - £2,000,000.00 Cover already in place.</p> <p>Yes    X - £10,000,000.00 Cover already in place.  No    <input type="checkbox"/></p> <p>Yes    <input type="checkbox"/>  No    <input type="checkbox"/></p>

<b>7.2</b>	<b>Data protection</b>	
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7.2(a)	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects.	Yes <input checked="" type="checkbox"/> – Already in place No <input type="checkbox"/>
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7.2(b)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: <ul style="list-style-type: none"><li>● to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li><li>● to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li><li>● to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li><li>● to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li><li>● to maintain records of personal data processing activities; and</li><li>● to regularly test, assess and evaluate the effectiveness of the above measures.</li></ul>	
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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

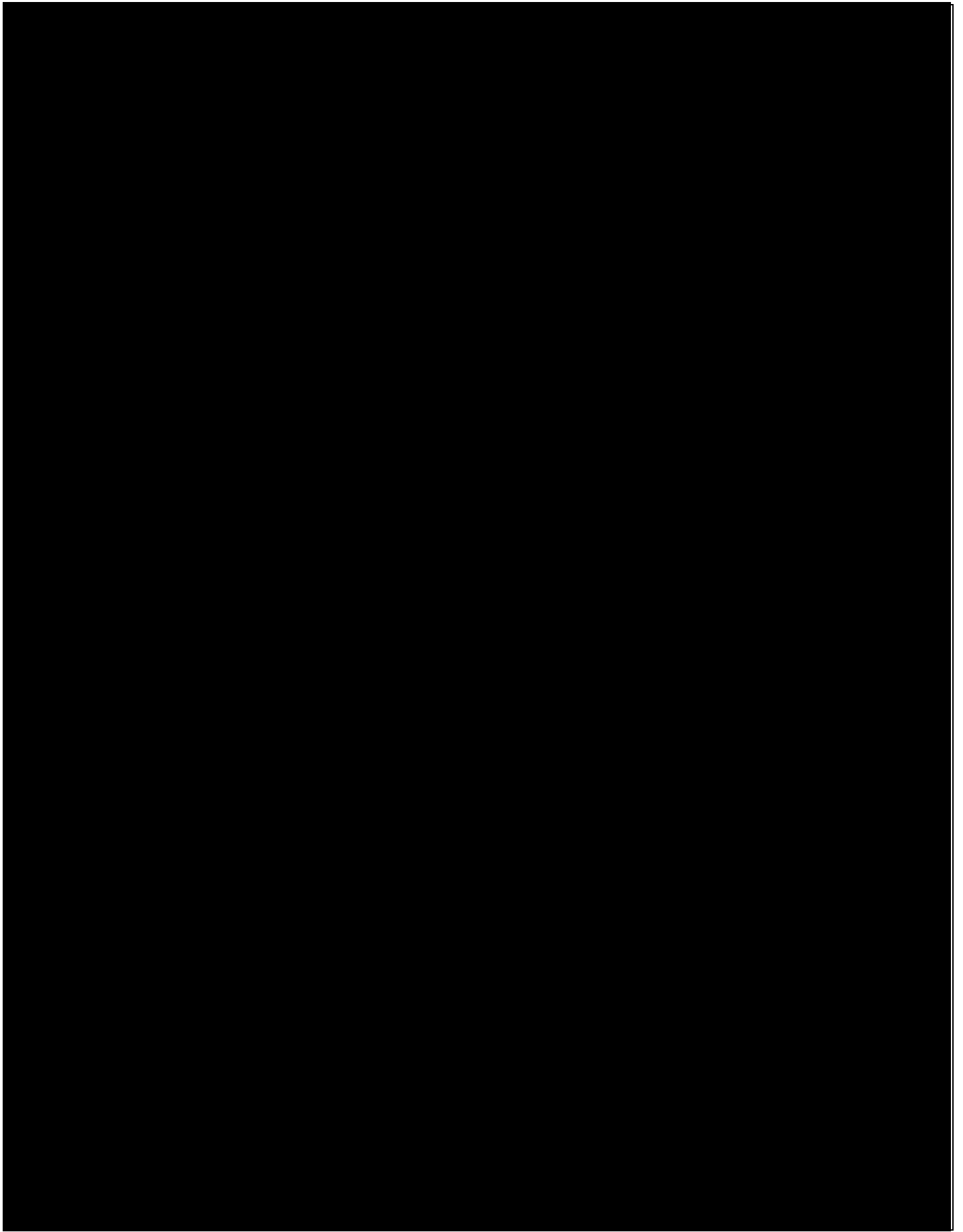
[Redacted]

[Redacted text block]

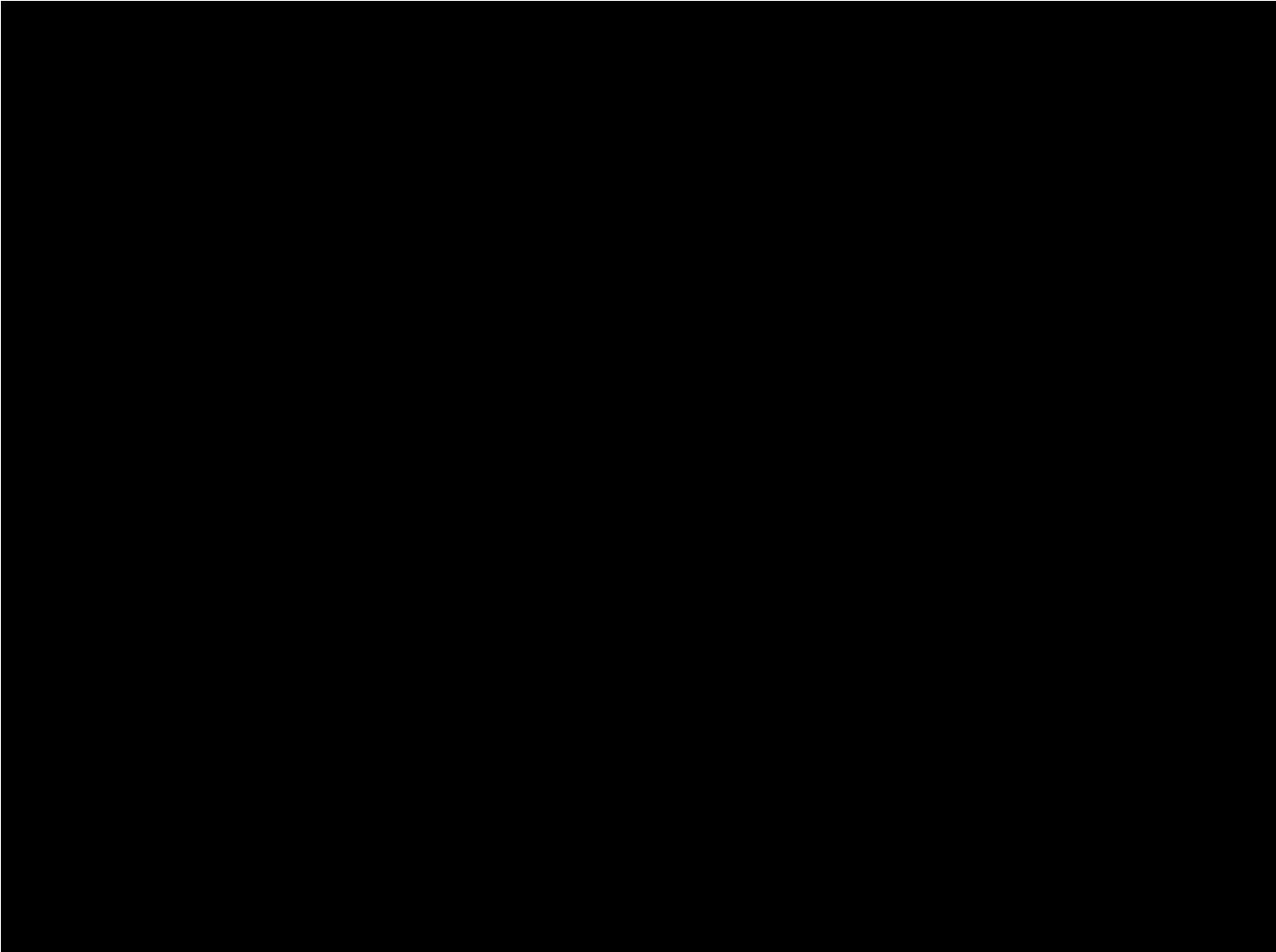
**7.3 Health and Safety**

7.3(a) Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). Please use no more than 500 words.

[Redacted text block]







7.3(b)	NOT USED	
<b>7.4</b>	<b>Payment in Contracts</b> If you intend to use a supply chain for this contract, you must demonstrate you have effective systems in place to ensure a reliable supply chain. This question is focused on exploring your payment systems. <b>If your response to 7.4 (a) below is NO</b> and you do not intend to use a supply chain for this contract, you are not required to complete the subsequent questions.	
7.4(a)	Please confirm if you intend to use a supply chain for this contract (i.e. services that are used wholly or substantially for the purpose of performing or contributing to the performance of the whole or part of the contract) <i>NOT SCORED</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If “No” you do not need to complete the rest of this section

7.4(b)	<p>Please confirm that you have systems in place to pay those in your supply chain promptly and effectively, i.e. within your agreed contractual terms.</p> <p><i>PASS/FAIL</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A</p>
7.4(c)	<p>Please confirm you have procedures for resolving disputed invoices with those in your supply chain promptly and effectively.</p> <p>This should include all situations where payments are due; not all payments involve an invoice<sup>7</sup>.</p> <p>You should explain this in the tender documents</p> <p><i>PASS/FAIL</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A</p>
<p><b>PUBLIC SECTOR CONTRACTS ONLY – Requirement under the Public Contracts Regulations 2015 (Regulation 113)</b></p>		
7.5	<p>Please confirm that for public sector contracts awarded under the Public Contract Regulations 2015 you have systems in place to include (as a minimum) 30 day payment terms in all of your supply chain contracts and require that such terms are passed down through your supply chain.</p> <p><i>PASS/FAIL</i></p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p><b>PUBLIC AND PRIVATE SECTOR CONTRACTS</b></p>		
7.6(a)	<p>Please provide the percentage of invoices<sup>8</sup> paid by you to those in your immediate supply chain on all contracts for each of the two previous six month reporting periods<sup>9</sup>. This should include the percentage of invoices paid within each of the following categories:</p> <ol style="list-style-type: none"> <li>1. within 30 days</li> <li>2. in 31 to 60 days</li> <li>3. in 61 days or more</li> <li>4. due but not paid by the last date for pay-</li> </ol>	<p>We pay 100% of our invoices due within 30 days.</p>

<sup>7</sup> See PPN 08/21 FAQs.

<sup>8</sup> This should include all situations where payments are due; not all payments involve an invoice (see FAQs). You should explain this in the tender documents.

<sup>9</sup> You should explain in the tender documents what a reporting period is by referring to the BEIS Guidance: <https://www.gov.uk/government/publications/business-payment-practices-and-performance-reporting-requirements>

	<p>ment under agreed contractual terms.</p> <p>It is acceptable to cross refer to information that has previously been submitted to Government or other bodies or is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017.</p> <p>If you do wish to cross refer, please provide details and/or insert link(s).</p>	
7.6(b)	<p><b>If you are unable to demonstrate that all invoices</b> have been paid within the agreed contractual terms, please explain why.</p>	N/A
7.6(c)	<p><b>If you are unable to demonstrate that &gt;95% of invoices</b> payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six months reporting periods please provide an action plan for improvement which includes (as a minimum) the following:</p> <ul style="list-style-type: none"> <li>● Identification of the primary causes of failure to pay: <ul style="list-style-type: none"> <li>○ 95% of all supply chain invoices within 60 days; and</li> <li>○ if relevant under question 7.6(b), all invoices within agreed terms.</li> </ul> </li> <li>● Actions to address each of these causes.</li> <li>● A mechanism for and commitment to regular reporting on progress to the bidder's audit committee (or equivalent).</li> <li>● A plan signed off by your director</li> <li>● Plan published on its website (this can be a shorter, summary plan).</li> </ul> <p><b>If you have an existing action plan</b> prepared for a different purpose, it is acceptable to attach this but it should contain the above features</p> <p><b>Note:</b> if you are required to submit an action plan under question 7.6(c), this action plan must also set out steps to address your</p>	N/A

	payment within agreed terms, in order to achieve a pass for question 7.6 (c).	
<b>7.7</b>	<b>Carbon Reduction</b>	
7.7(a)	<p>Please confirm that you have detailed your environmental management measures by completing and publishing a Carbon Reduction Plan which meets the required reporting standard</p> <p><i>PASS/FAIL OR For information only.</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Provide a web link (URL):</p>
7.7(b)	<p><b>If you do not have a Carbon Reduction Plan</b>, have you measured or estimated your organisation's carbon emissions?</p> <p><b>If 'no' please go to Q 7.7(e).</b></p> <p><i>PASS/FAIL OR For information only.</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
7.7(c)	<p>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 (<a href="#">go to "Small Business User Guide" on gov.uk website</a>)</p>	<p>Scope 1 _____.</p> <p>Scope 2 _____.</p>
7.7(d)	<p>The estimated annual value of this contract is £250,000.</p> <p>Calculate the estimated contract value as a % of your turnover for the last financial year or your estimated turnover for the current financial year.</p> <p>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.</p> <p>(e.g. if the contract value is estimated at 2% of your turnover, what is 2% of your organisation's scope 1 and scope 2 carbon emissions)</p>	<p>Scope 1 _____ %</p> <p>Scope 2 _____ %</p>
7.7(e)	<p><b>If the answers to both 7.7(a) and 7.7(b) above are 'No'</b>, does your organisation</p>	<p>Yes <input checked="" type="checkbox"/></p>

	intend to evaluate its carbon emissions and implement carbon reduction initiatives within the next 12 months?	No <input type="checkbox"/> N/A <input type="checkbox"/> We are currently working on generating our carbon reduction plan which should be available for viewing shortly. As a business we have already started to make changes to how we operate which include electronic digital work sheets, electronic invoicing, planning maintenance visits to minimise travel. We have just invested in our first fully electric van which will shortly be joining our fleet. Within the next 12 months we are looking to upgrade our existing vans to either fully electric or minimum Euro 6 compliance.
<b>7.8</b>	<b>Skills and Apprentices In Contracts</b>	
7.8(a)	Please state whether you will be supporting apprenticeships and skills development through this contract.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7.8(b)	<b>If 'YES'</b> please set out how you will develop and maintain skills to build a more skilled and productive workforce. Please also provide details of the process in place to ensure that your supply chain supports skills, development and apprenticeships.	
<p>Triple S Lift Services currently having a rolling apprenticeship in place. We pride ourselves on taking new to the industry individuals and providing them with a development plan with the end qualification being a qualified level 3 lift engineer. This has been operating with our company for over 12 years and has seen many successful individuals go onto become fully qualified lift engineers.</p> <p>We work tirelessly with our suppliers to continually ensure we can provide sustainable quality goods at competitive prices. We do not limit our suppliers to enable us to provide a wide and varied range of goods and readily available products.</p> <p>We push for express delivery times to minimise equipment down time without compromising quality.</p>		
<b>7.9</b>	<b>Steel in Major Projects</b>	
7.9(a)	NOT USED	

7.9(b)	NOT USED	
<b>7.10</b>	<b>Suppliers' Past Performance<sup>10</sup></b>	
7.10(a)	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7.10(b)	On request can you provide a certificate from those customers on the list?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7.10(c)	<b>If you cannot obtain a certificate</b> from a customer can you explain the reasons why?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
7.10(d)	<b>If the certificate states that goods and/or services supplied were not satisfactory</b> are you able to supply information which shows why this will not recur in this contract if you are awarded it?	Yes <input checked="" type="checkbox"/> – Although no such instances have occurred No <input type="checkbox"/> N/A <input type="checkbox"/>
7.10(e)	Can you supply the information in questions a. to d. above for any subcontractors or consortium members who you are relying upon to perform this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<b>7.11</b>	<b>Tackling Modern Slavery in Supply Chains<sup>11</sup></b>	
7.11(a)	<p><b>If you are not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015</b> (for example if your turnover is less than <b>£36 million</b> or you do not carry on your business, or part of your business, in the UK), do you have any published statements on modern slavery or other relevant documents containing information of a similar type/level?</p> <p><i>(Please enter N/A if not applicable)</i></p>	This is not applicable to Triple S although we do have a Modern Day Slavery Act 2015 Policy Statement (provided on request)

<sup>10</sup> [Procurement Policy Note 04/15 Taking Account of Suppliers' Past Performance](#)

<sup>11</sup> <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

7.11(b)	<p>if your latest statement is available electronically please provide:</p> <ul style="list-style-type: none"><li>● the web address,</li><li>● precise reference of the documents.</li></ul> <p><i>(Please enter N/A if not applicable)</i></p>	
7.11(c)	<p><b>If you have a modern slavery statement or other statement or relevant documents...</b></p> <p>Any modern slavery statement or other statement or document should contain at least the following information:</p> <ol style="list-style-type: none"><li>a) the organisation's structure, its business and its supply chains;</li><li>b) its policies in relation to slavery and human trafficking;</li><li>c) its due diligence processes in relation to slavery and human trafficking in its business and supply chains;</li><li>d) the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;</li><li>e) its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate;</li><li>f) the training and capacity building about slavery and human trafficking available to its staff; or</li></ol> <p>If all of this information is not included in your modern slavery statement or other statement or documents, please provide an explanation as to why not and/or assurances that it will be included before contract award.</p> <p><i>(Please enter N/A if not applicable)</i></p>	

7.11(d)

**If you do not have a modern slavery statement or other statement or relevant documents** do you have a modern slavery policy or measures in place to mitigate the risk of modern slavery in your organisation and in your supply chain?

This would include checks made on your staff and people who work for your organisation through subcontractors and agencies.

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

Yes

No

N/A

Details:

- Stringent Vetting and investigation of our supply chain (contractors, sub contractors, policies and contracts)
- Continually audit and review our practices for checking all employees are paid at least the minimum wage and have the right to work
- Report concerns and the protection of whistle blowers
- Triple S will not knowingly support or deal with any business involved in slavery or human trafficking
- We have zero tolerance to slavery and human trafficking and we expect all those within our supply chain and contractors to comply with our values.



7.11(e)	<p><b>This question is for information only.</b></p> <p>Are all of your employees paid at the National Living Wage (NLW)<sup>12</sup> or higher?</p>	<p><b>Yes X</b> we pay National Living Wage as a minimum to all our employees, including employees under 23 years of age.</p> <p><b>No <input type="checkbox"/></b> we pay National Minimum Wage to employees under 23 years of age.</p>
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Equality & Diversity		
7.12	<p>Does your organisation comply with its legal obligations under the Equality Act 2010, relating to ALL of the protected characteristics as follows?</p> <ul style="list-style-type: none"> <li>- Age</li> <li>- Disability</li> <li>- Gender reassignment</li> <li>- Marriage and civil partnership</li> <li>- Pregnancy and maternity</li> <li>- Race</li> <li>- Religion or belief</li> <li>- Sex</li> <li>- Sexual orientation</li> </ul> <p>Where you are relying on another member of your bidding group/consortium or any subcontractors to provide works, services and/or supplies, please confirm that the relevant entities all comply with their obligations.</p>	<p><b>Yes X</b> – Equity and diversity policy available on request.</p> <p><b>No <input type="checkbox"/></b></p>
7.13	<p><b>If in the last three years any finding of unlawful discrimination has been made against your organisation by any court or industrial or employment tribunal (or in comparable proceedings in any jurisdiction other than the UK) ...</b></p> <p><i>(please enter N/A if not applicable)</i></p>	Not Applicable

<sup>12</sup> <http://www.gov.uk/national-minimum-wage-rates>

7.13(a)	what action were you required to take?	..
7.13(b)	What action did you take?	..
7.13(c)	Did the action taken satisfy the relevant organisation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.13(d)	If the you did not take the required action, why not?  <i>You may be excluded if you are unable to demonstrate that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</i>	..
7.14	Please supply the information in questions a. to d. above for any subcontractors or consortium members who you are relying upon to perform this contract.	Not Applicable
7.15	<b>If in the last three years any finding of unlawful discrimination has been made</b> against your organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body... <i>(please enter N/A if not applicable)</i>	
7.15(a)	what action were you required to take?	....
7.15(b)	What action did you take?	...
7.15(c)	Did the action taken satisfy the relevant organisation?	Yes <input type="checkbox"/> No X
7.15(d)	If you did not take the required action, why not?	

	<i>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</i>	
7.16	Please supply the information in questions a. to d. above for any subcontractors or consortium members who you are relying upon to perform this contract.	Not Applicable
7.17	<b>If you are proposing to use subcontractors,</b> do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

<b>7.18</b>	<b>Whistleblowing</b>	
7.18(a)	Do you have a Whistleblowing policy in place?	Yes <input checked="" type="checkbox"/> – Available on Request
7.18(b)	<b>If you responded NO to 7.18(a)</b> do you agree to have a Whistleblowing policy in place or to adopt the authority's Whistleblowing Protocol <sup>13</sup> prior to the contract commencement date?	No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this complete document are correct and accurate, including parts 1, 2 and part 3.

I declare that, upon request and without delay I will provide the certificates and/or documentary evidence referred to in this document except where this documentation can be accessed by the contracting authority via a national database free of charge or the contracting authority already possesses the documentation.

I understand that the information will be used in the selection process to assess my suitability to participate further in this procurement.

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

<sup>13</sup> <https://www.folkestone-hythe.gov.uk/downloads/file/4085/whistleblowing-protocol>

content is provided in any section.




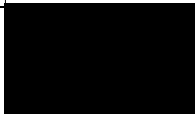
I am aware of the consequences of serious misrepresentation.

Signature (electronic is acceptable)



Date

05/10/2023

Contact details of those making the declaration	
Question	Response
Contact name	
Name of organisation	Triple S Lift Services Ltd
Role in organisation	Sales and Development Manager
Phone number	
E-mail address	
Postal address	Triple S Lift Services Ltd, Unit 5 Oak Trees Business Park, Orbital Park, Ashford, Kent, TN24 0SY
Signature ( <i>electronic is acceptable</i> )	
Date	05/10/2023

# Annex A - Exclusion Grounds: Public Procurement

## **Mandatory Exclusion Grounds**

Listed in Public Contract Regulations 2015 (as amended) R57(1), (2) and (3) and the Public Contract Directives 2014/24/EU Article 57(1).

### **Participation in a criminal organisation**

- ❖ Participation offence as defined by section 45 of the Serious Crime Act 2015
- ❖ Conspiracy within the meaning of:
  - section 1 or 1A of the Criminal Law Act 1977; or
  - article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983,where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime.

### **Corruption**

- ❖ Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- ❖ The common law offence of bribery;
- ❖ Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983.

### **Terrorist offences or offences linked to terrorist activities**

- ❖ Any offence:
  - listed in section 41 of the Counter Terrorism Act 2008;
  - listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
  - under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points.

### **Money laundering or terrorist financing**

- ❖ Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002
- ❖ An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996.

### **Child labour and other forms of trafficking human beings**

- ❖ An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
- ❖ An offence under section 59A of the Sexual Offences Act 2003
- ❖ An offence under section 71 of the Coroners and Justice Act 2009;
- ❖ An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

- ❖ An offence under section 1, 2 or section 4 of the Modern Slavery Act 2015.

### **Non-payment of tax and social security contributions**

- ❖ Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.
- ❖ Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:
  - HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
  - a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
  - a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established.

### **Other offences**

- ❖ Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland.
- ❖ Any other offence within the meaning of Article 57(1) of the Directive created after 26<sup>th</sup> February 2015 in England, Wales or Northern Ireland.

### **Discretionary Exclusions Grounds**

Listed in Public Contract Regulations 2015 (as amended) R57(8) and the Public Contract Directives 2014/24/EU Article 57(4).

### **Obligations in the field of environment, social and labour law.**

- Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including, but not limited to, the following:-
  - In the last 3 years, where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body).
  - In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
  - In the last three years where the organisation has been convicted of a breach of the Health and Safety legislation.
  - In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
  - Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;

- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

### **Bankruptcy, insolvency**

- Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State.

### **Grave professional misconduct**

- Guilty of grave professional misconduct

### **Distortion of competition**

- Entered into agreements with other economic operators aimed at distorting competition.

### **Conflict of interest**

- Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

### **Been involved in the preparation of the procurement procedure.**

- Advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure.

### **Prior performance issues**

- Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

### **Misrepresentation and undue influence**

- The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award, or withheld such information or is not able to submit supporting documents required under regulation 59.

### **Breach of obligations relating to the payment of taxes or social security contributions.**

- The contracting authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

### **Additional grounds**

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;

- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

### **Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).





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Home\_(/Home/About) > Projects > [View projects](#)\_(/ViewProjects/Index) > [Servicing and Maintenance of Passenger Lifts in Social Housing 2023-25](#)\_(/ProjectManagement/ProjectDashboard?projectId=4dffdcbd-5042-ee11-8124-005056b64545) > [Messaging](#)\_(/Procurer/Message/InboxForProjectMessages?projectId=4dffdcbd-5042-ee11-8124-005056b64545) > [View](#)

## Message

Received from

[Hide](#)

Company

Workgroup

Sent

Triple S Lift services Ltd



(/Procurer/Message/OpenWorkgroupContacts?workgroupId=4db44f6b-5442-e511-80ed-000c29c9ba21) operations; 09/10/2023 08:46



## Message

**Thread Id:**

14.1.1

**Event title:**

Servicing and Maintenance of Passenger Lifts in Social Housing 2023-25

**Subject:**

RE: Clarifications - SQ questions

**Date:**

09/10/2023 08:46

**Body:**

Good Morning

Many thanks for your message please see our answer below

In response to question 4.1 (j)-(iii) response No

In response to question 5.4 Yes we will be able to obtain a guarantee from elsewhere.

Should you require any further information please do not hesitate to contact me.

Kind Regards



**Attachments:**

N/A

# Invitation to Tender (ITT) Supplier Response Document



## Passenger Lift Servicing, Maintenance and Associated Works

**FTS 2023/S 000-025983**  
**September 2023**

### 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:

- Standard Selection Questionnaire (SQ)
- Appendix B – pricing schedule

### 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	Triple S Lift Services Ltd
Registered office address:	Pound Cottage, Church Hill, Kingsnorth, Kent, TN23 3EF
Company registration or charity registration number	6715811
VAT registration number	943918688
Name of immediate parent company	Not Applicable
Name of ultimate parent company	Not Applicable
Type of organisation: <ul style="list-style-type: none"> <li>• public limited company (PLC)</li> <li>• limited company (LTD)</li> <li>• limited liability partnership (LLP)</li> <li>• other partnership</li> <li>• sole trader</li> <li>• third sector (charity)</li> <li>• other (please explain)</li> </ul>	please state which:  Limited Company
Are you a Small, Medium or Micro Enterprise (SME)?	Yes
<b>Contact details for questions about this tender</b>	
<b>Name:</b>	██████████
<b>Phone:</b>	██████████
<b>Mobile:</b>	██████████

<b>Email:</b>	██████@triplesliftservices.co.uk
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**SECTION 2 – QUALITY/TECHNICAL QUESTIONS**

**2.1 HEADLINE QUESTIONS**

This Section is PASS/FAIL. If you answer ‘no’ to all of these questions F&HDC is entitled to reject your tender but can choose to allow you to proceed further, after considering your circumstances.

Does your organisation hold any of the following accreditations and memberships?  You are not required to submit any documents at this time, but F&HDC reserves the right to request evidence of your accreditations and/or evidence of current membership.	Answer
(a) United Kingdom Accreditation Service (UKAS) in ISO 9001, ISO 14001 and/or ISO 45001 (please state which)	Yes  All of those stated
(b) Lift and Escalator Industry Association (LEIA) membership	Yes
(c) Construction Line membership	Yes
(d) Safe Contractor membership	Yes
If you answered ‘no’ to any or all the above, please detail any equivalent, similar, or related accreditations your organisation holds.	

**2.2 WEIGHTED QUESTIONS**

**Q1. Previous Experience (10%)**

Using a similar contract as a case study, detail your organisation’s experience and the experience of key personnel in delivering a lift servicing and repairs service in a residential or housing setting.

You may use one of the examples given in your Standard Selection Questionnaire (SQ) or another. The example contract must be for passenger lifts in residential buildings but may be from either public or private sector.

Your answer should include:

- an outline of the scope of services;
- estimated annual value of the contract;
- the number of lifts and locations;
- the similarities with F&HDC's contract;
- examples of how your organisation has improved the service in your case study; and
- how your organisation's experience and the experience of key personnel will be used to support F&HDC's contract.

Max. 750 words

[Redacted content]

[Redacted content]

**Q2. Contract Management (20%)**

Explain how you will proactively manage the contract on a local level to maintain a planned programme and achieve the service levels required including any associated works identified during the call out, service or breakdown visit.

The Contractor is expected to provide a working office within 35 miles of the Civic Centre (CT20 2QY) with full welfare and meeting facilities and full communication facilities

including internet access. Your proposal should include whether you currently have such an office or a proposal to establish an office.

Your answer should also include:

- an organogram to illustrate the resource structure and accreditations/ qualifications for the personnel who will be appointed to the contract;
- how you will ensure you have sufficient resource and capacity from the commencement date and throughout the Contract;
- how you will ensure entrapments (trapped passengers) are attended within 1 hour; and
- how will you manage day-to-day management and supervision of your engineers whilst undertaking their work.

Max. 1200 words

[Redacted content]

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[Redacted text block]



**Q3. Contract Performance in line with agreed KPI's (20%)**

Explain how you will report on and monitor performance standards to achieve service levels in line with each of the KPI's below.

KPI 1 - Completion of monthly Service Visits per annum. 100%

KPI 2 - Attendance of responsive call out (call outs or malfunction) within target response times 95%

KPI 3 - Completion of repair and reinstatement of lift service at time of first visit (first time fix) – 95%

KPI 4 - Customer complaints relating to performance provided by Contractor – 100%

KPI 5 - LOLER inspection items within defined target times - 100% Completion of reported actions

*Max. 1200 words*

[Redacted content]

[Redacted content]

[Redacted text block]

**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://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 text block]

§

[Redacted text block]

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**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](http://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.

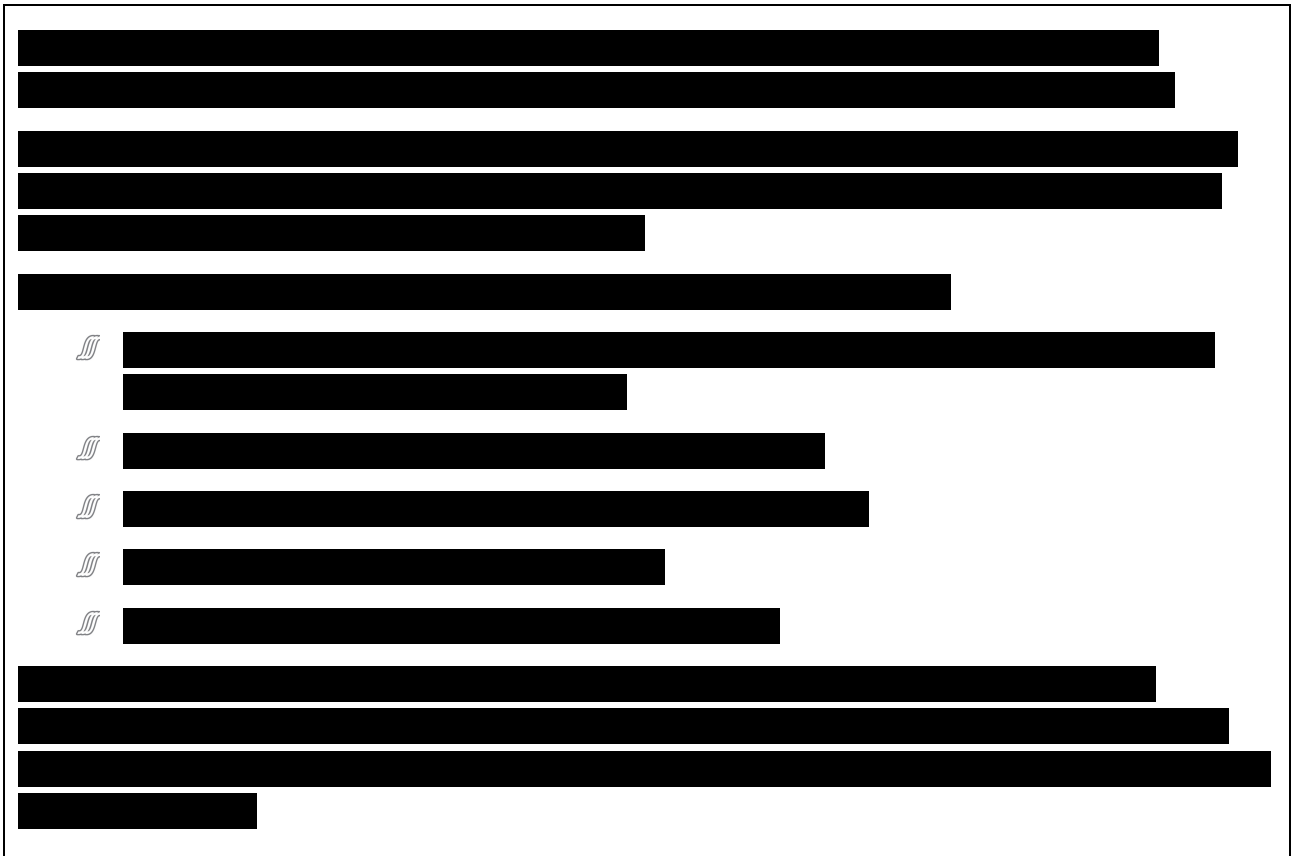
For example, your offer might include:

- 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



**SECTION 3 – PRICING SCHEDULE**

- 3.1 Please complete **Appendix B – Price Schedule**.  
Detailed instructions on how to complete the schedule are included in that document.
- 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 The appointed contractor may apply to F&HDC each year to vary the contracted rates based the average of CPI for the previous year. Refer to Schedule of Amendments clause 5.6 in **Appendix D**.
- 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**

## Invitation to Tender (ITT) - Supplier Response Document

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.	
Do you accept F&HDC's terms (or the terms as amended by F&HDC in any pre-tender clarifications)?	Yes

## SECTION 5 – DECLARATIONS

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

PROVISION OF: Passenger Lift Servicing, Maintenance and Associated Works

REFERENCE: DN686660

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

The tender documents consist of:

- Invitation to Tender Instructions
- Specification (Appendix A)
- Passenger Lift Asset Details (Appendix B)
- draft contract terms JCT MTC 2016 (amended) (Appendix D)
- draft Schedule Processing Personal Data (Appendix E)
- Parent Company Guarantee (Appendix F)
- Performance Bond (Appendix G)
- Sub-contractor Collateral Warranty (Appendix H)
- the organisation's completed Standard Selection Questionnaire (SQ)
- the organisation's completed Schedule of rates (Appendix C)
- this response document
- and any documents I have submitted with this response document (listed on the first page)

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.

*Invitation to Tender (ITT) - Supplier Response Document*

I agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in the **Invitation to Tender 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 the 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.



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 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 the 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 **Invitation to Tender Instructions** and this **Invitation to Tender supplier response document**.

Signature:	
Name & job title:	 Sales and Development Manager
Dated:	5 <sup>th</sup> October 2023
For and on behalf of:	Triple S Lift Services Ltd

**APPENDIX E:  
- Personal Data Processing Schedule -**



## Schedule of Processing, Personal Data and Data Subjects

1. This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Employer at its absolute discretion.
2. The contact details of the Employer's Data Protection Officer are:  
  
████████████████████  
  
The District Council of Folkestone and Hythe, Civic Centre, Castle Hill Avenue,  
Folkestone, Kent CT20 2QY  
  
[data.protection@folkestone-hythe.gov.uk](mailto:data.protection@folkestone-hythe.gov.uk)
3. The contact details of the Contractor's Data Protection Officer are:  
  
██████████  
  
████████████████████  
  
████████████████████
4. The Processor shall comply with any further written instructions with respect to processing by the Controller.
5. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Contractor’s Personnel,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of the Employer (excluding the Contractor’s Personnel) engaged in the performance of the Employer’s duties under this Contract),</li> <li>• Contact and identifying details of any third party who submits a complaint to the Employer in relation to the Works; and</li> <li>• Contact and identifying details of any third party who submits a complaint to the Contractor in relation to the Works.</li> </ul>
Duration of the processing	For the period commencing on 31 October 2023 up to and including the 30 October 2026 and any extensions (if any) of the Contract.
Nature and purposes of the processing	<p>Collection, recording, organisation, structuring, storage, alteration, retrieval, consultation, erasure or destruction of data (whether or not by automated means).</p> <p>For communication between the Parties, investigation and resolution of queries, and such purposes which facilitate effective contract management by either or both Parties.</p>
Type of Personal Data	Names, address, telephone number, email address, and other electronic means of communication.
Categories of Data Subject	<ul style="list-style-type: none"> <li>• the Contractor’s Personnel,</li> <li>• the Employer’s staff,</li> <li>• members of the public and third parties in the case a complaint is submitted in relation to the Works.</li> </ul>

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>The data shall be retained by the Contractor for no more than twelve (12) months after the Termination Date of the Contract.</p>
<p>Locations at which the Provider and/or its Sub-contractors process Personal Data under this Contract</p>	<p>At the Contractor's premises and remotely on equipment supplied by the Contractor to the Contractor's Personnel only.</p>
<p>Protective Measures that the Provider and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach</p>	<p>Refer to Appendix D Contractor's Invitation to Tender Response</p>