



Milton Keynes City Council
Model Terms and Conditions of Contract for Services

Dated 13th January 20[26]

(1) MILTON KEYNES CITY COUNCIL

-and-

(2) BELL GROUP LTD

REFERENCE – 2025-134

AGREEMENT

relating to the supply of Fire Door Replacements for Residential Blocks and Associated Relevant Block Dwellings services.

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THIS AGREEMENT is made on the [13th] day of [January] 20[26]

BETWEEN

- (1) **MILTON KEYNES CITY COUNCIL** of Civic Offices 1 Saxon Gate East Milton Keynes MK9 3EJ (the "Council"); and
- (2) **BELL GROUP LTD** (company registered number SC114142) whose registered office is at Bell Business Park, Rochsolloch Road, Airdrie, ML6 9BG (the "Service Provider").

RECITALS:

- (A) The Council sought proposals for the supply of **Fire Door Replacements for Residential Blocks and Associated Relevant Block Dwellings** services by means of a public tender exercise.
- (B) The Council has, through a competitive process, selected the Service Provider to provide these services and the Service Provider is willing and able to provide the services in accordance with the terms and conditions of this Contract.

IT IS AGREED:

1. This Contract is comprised of the following documents:
 - 1.1 These Articles of Agreement;
 - 1.2 The Contract Particulars;
 - 1.3 The Special Conditions (if any);
 - 1.4 The Conditions of Contract;
 - 1.5 The Schedules;
 - 1.6 The Appendices (where applicable); and
 - 1.7 Schedule 3 (the Tender)and (unless otherwise expressly stated) any inconsistency between them shall be resolved in accordance with the descending order of priority in which they are listed above.
2. Terms and expressions used in this Contract shall have the meanings given in clause 1.1 of the Conditions of Contract.
3. In consideration for payment of the Contract Price, the Service Provider undertakes to perform the Services with due skill, care and diligence throughout the Contract Period.

EXECUTION AS A DEED

IN WITNESS whereof this Agreement has been executed and delivered by the Parties as a deed:

THE COMMON SEAL of **THE**)
MILTON KEYNES CITY)
COUNCIL was hereunto)
affixed in the presence of:



247089



Authorised Signatory

EXECUTED AS A DEED by)
BELL GROUP LTD acting by)
two directors or by a director)
and its secretary.

Signature of:

.....

(Director)

Signature of:

.....

(Director/Company Secretary)

OR

EXECUTED AS A DEED by
BELL GROUP LTD acting by a
director, in the presence of:

Signature of director:

.....


(Director)

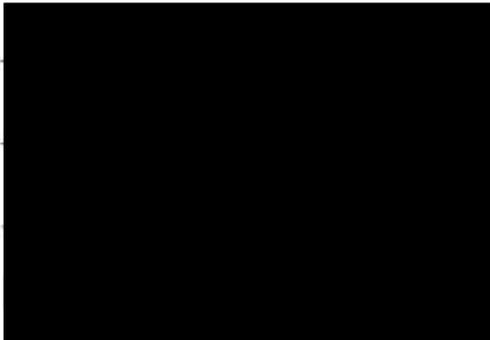
Signature of witness:

.....

Name of witness (in BLOCK
CAPITALS):



Address of witness:



CONTRACT PARTICULARS



1 Commencement Date: ~~1st December 2025~~ ^{7th January 2026} (clauses 1.1 and 2.1)

2 Contract Period: 2 years (clause 1.1)

3 Contract Price: As set out in Schedule 3 (clause 1.1)

4 Contract Extension: Yes (clause 2.2)

If Yes, the period of the extension shall not exceed 24 months

5 Address for Service of Notices: For the Council: (clause 5.3)

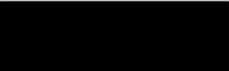
Civic Offices, 1 Saxon Gate East, Central Milton Keynes MK9 3EJ

FAO  Civic Offices, 1 Saxon Gate East, Central Milton Keynes MK9 3EJ



For the Service Provider:

Bell Business Park, Rochsolloch Road, Airdrie, ML6 9BG

FAO 



6 Key Personnel clause 10 applies

The Key Personnel are:

Account Manager details:



Process Manager details:



7 Safeguarding clauses 12.2 -12.9 do not apply

8 TUPE and Pensions clause 13 applies. (clause 13)

Pensions Bond value: does not apply

9 Licence to Occupy Council Premises clause 15-does not apply

10 Parent Company Guarantee clause 17.1 and Schedule 8 does not apply

11 Performance Bond clause 18 and Schedule 9 apply
Bond Value: £
10% of the Contract Price

12	Payment and VAT	<p>A. Payment Periods:</p> <p>monthly in arrears</p> <p>following achievement of the Payment Milestones set out in the Schedule 3(Pricing Schedule)</p>	
13	Price Adjustment	<p>clause 22 applies only to the extent detailed in clause 22</p>	
14	Audit	<p>Period for which records must be maintained after the end of the contract:</p> <p>12 years</p>	<p>(clause 20.7, 23.5, 33 and 34)</p>
15	Liability and Indemnity	<p>The Service Provider's liability under this Contract shall be limited to the sum of £5 Million for each and every claim arising under or in connection with this Contract</p>	<p>(clause 45.4)</p>
16	Insurance	<p>Public Liability Insurance: £5,000,000 per claim</p> <p>Employer's Liability Insurance: £5,000,000 per claim</p>	<p>(clause 46.1)</p> <p>(clause 46.1)</p>
17	Additional Insurances	<p>Professional Indemnity Insurance is required.</p> <p>Where professional indemnity insurance is required:</p> <p>Limit of indemnity is: £ 2 Million aggregate basis</p> <p>Period for which Professional Indemnity Insurance is required following expiry or termination:</p>	<p>(clause 46.5 and 46.6)</p>

12 years

(clause 46.5)

- | | | |
|----|------------------------------------|---|
| 18 | Break clause | clause 50 applies
The notice period is Two months |
| 19 | Force Majeure | clause 54 applies
The period referred to in clause 54.2 is 30 days |
| 20 | Disaster Recovery | clause 55 applies |
| 21 | Commercially Sensitive Information | Schedule 11 applies to any information marked commercially sensitive. |

CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

- “Appendix”** means an appendix to this Contract.
- “Approval”** means the written consent of the Council.
- “Catastrophic Failure”** (a) a failure by the Service Provider for whatever reason to implement the Disaster Recovery Plan successfully and in accordance with its terms on the occurrence of a Disaster.

(b) any action by the Supplier, whether in relation to the Services and this Contract or otherwise, which in the reasonable opinion of the Council has or may cause significant harm to the reputation of the Council.
- “Change”** means any change to this Contract arising from the Service Provider's obligations in clause 33.3
- “Change Control Note”** means the written record of a Change agreed or to be agreed by the Parties pursuant to the Change Control Procedure.
- “Change Control Procedure”** means the procedure for changing this Contract as set out in Schedule 5.
- “Council”** means Milton Keynes City Council, Civic Offices, 1 Saxon Gate East, Central Milton Keynes MK9 3EJ.
- “Commencement Date”** means the date stated in the Contract Particulars or if none is stated, the date of this Contract.
- “Commercially Sensitive Information”** means the information listed in Schedule 11 (Commercially Sensitive Information) comprised of information:

(a) which is provided by the Service Provider to the Council in confidence for the period set out in that Schedule; and/or

(b) that constitutes a trade secret.
- “Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the UK GDPR . Confidential Information shall not include information which:

(a) was public knowledge at the time of disclosure (otherwise than by breach of clause 28 (Confidential Information));

(b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract”	means this written agreement between the Council and the Service Provider which is more particularly described in the Articles of Agreement.
“Contracting Authority”	means any contracting authority as defined in Section 2 of the Procurement Act 2023.
“Contract Particulars”	means the contract particulars contained in this Contract.
“Contract Period”	means the period stated in the Contract Particulars and includes any extension to the Contract Period.
“Contract Price”	means the charges payable by the Contractor to the Service Provider as set out in the Contract Particulars and Schedule 4 to this Contract.
“Contractor”	means the person, firm or company with whom the Council enters into the Contract.
“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” and “Data Protection Officer”	shall have the same meaning as set out in the UK GDPR.
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract or in breach of any Data Protection Legislation, including any Personal Data Breach.
“Data Protection Impact”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
“Data Protection Legislation”	the General Data Protection Regulations 2016/679, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“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.

“Default”	means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.
“Disaster”	means an event defined as a disaster in the Disaster Recovery Plan.
“Disaster Recovery Plan”	means a plan which sets out the procedures to be adopted by the Service Provider in the event that the Services are disrupted by reason of a Disaster (including the procedures to be taken by the Service Provider in planning and providing for any such event).
“DPA 2018”	Data Protection Act 2018
“Environmental Information Regulations”	means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
“Equipment”	means the Service Provider’s equipment, plant, materials and such other items supplied and used by the Service Provider in the performance of its obligations under the Contract.
“Exit Manager”	has the meaning set out in paragraph 4 of Schedule 6;
“Exit Obligations”	means the obligations set out in paragraph 2 of Schedule 6;
“Exit Period”	means the period determined in accordance with paragraph 5 of Schedule 6;
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
“Force Majeure”	means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; pandemic or epidemic, or any other disaster, natural or man-made, but excluding: <ul style="list-style-type: none">(a) any industrial action occurring within the Service Provider’s or any Sub-Contractor’s organisation; or(b) the failure by any Sub-Contractor to perform its obligations under any sub-contract.
“UK GDPR”	means the General Data Protection Regulation 2016/679 and any subordinate legislation made under such Regulation from time to time as may be amended, replaced or re-enacted by any subsequent directive, statute, regulation, order, instrument, code or guidelines together with any guidance and/or codes of practice issued by the

	Information Commissioner or relevant government department in relation to such legislation;
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
“Information”	has the meaning given under section 84 of the FOIA.
“Information Governance”	means the way organisations process or handle information relating to the service and/or service users
“Information Governance Toolkit Requirements”	means the requirements set out in the Local Authority model of the NHS Information Governance Toolkit as published by the Department of Health and amended from time to time for: <ul style="list-style-type: none">(a) Information Governance management,(b) Confidentiality and data protection(c) Information security
“Intellectual Property Rights”	any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.
“Key Personnel”	means those persons named in the Specification as being key personnel.
“Law”	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Service Provider is bound to comply.
“LED”	means the Law Enforcement Directive (Directive (EU) 2016/680)
“Losses”	shall mean all costs, losses, charges, expenses, damages, compensation, fines, claims, demands, liabilities, actions and proceedings (including the costs and expenses (including legal costs and expenses) of such actions and proceedings and the staff costs expended in requiring the discharge of an indemnity or payment of

damages) arising from or relating to the contractual clause in question or to its breach

“Month”

means calendar month.

“Party”

means a party to the Contract.

“Premises”

means the location where the Services are to be supplied, as set out in the Specification.

“Price Review Date”

has the meaning given in the Contract Particulars.

“Processing and process”:

has the meaning given to it under the Data Protection Legislation and for the purposes of this Contract, it shall include both manual and automated processing.

“Procurement Legislation”

shall include the Procurement Act 2023 and the Procurement Regulations 2024.

“Prohibited Act”:

the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Council.

“Property”

means the property, other than real property, issued or made available to the Service Provider by the Council in connection with the Contract.

appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and

“Protective Measures”	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 such measures adopted by it.
“Public Sector Contracting Authorities”	means public sector bodies that are subject to the Procurement Act 2023 and respective successor legislation.
“Real Living Wage”	means the figure set annually for areas outside London by the Centre for Research and Social Policy currently at Loughborough University or its successor or any other body which subsequently takes up responsibility for setting the figure.
“Real Living Wage Criteria”	means circumstances where an individual works at any of the Premises owned or managed by the Council for at least 2 hours per day over a period of 8 consecutive weeks
“Regulated Activity”	in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006
“Regulated Activity Provider”	shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.
“Regulatory Bodies”	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Council and “Regulatory Body” shall be construed accordingly.
“Relevant Convictions”	means a conviction that is relevant to the nature of the Services or as listed by the Council.
“Relevant Index”	means the index specified in the Contract Particulars;
“Relevant Transfer”	means a relevant transfer for the purposes of TUPE.
“Replacement Service Provider”	means any third-party service provider appointed by the Council to supply any services which are substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.
“Request for Information”	shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).
“Schedule”	means a schedule attached to, and forming part of, the Contract.
“Services”	means the whole of the service or any part of it, as described in the Specification, to be provided by the Service Provider pursuant to this Contract, or such of it as may from time to time remain the subject of

	this Contract and includes any modification or variation made pursuant to the Contract.
“Service Provider Party”	means the Service Provider's agents and contractors, including each Sub-Contractor.
“Specification”	means the description of the Services to be supplied under the Contract as set out in the Specification including, where appropriate, the Key Personnel, the Premises and the Quality Standards.
“Special Conditions”	means the special conditions (if any) set out in Schedule 1.
“Staff”	means all and any persons employed or engaged by the Service Provider in whatever capacity to perform its obligations under the Contract including the Service Provider's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.
“Staff Vetting Procedure”	means the Council's procedures for the vetting of personnel and as advised to the Service Provider by the Council.
“Sub-Contract”	means any contract between the Service Provider and a third party pursuant to which the Service Provider agrees to source the provision of any of the Services from that third party.
“Sub-Contractor”	means the contractors that enter into a Sub-Contract with the Service Provider.
“Sub-Processor”	means any third party appointed to process Personal Data on behalf of the Service Provider in relation to this Contract
“Tender”	means the document(s) submitted by the Service Provider to the Council in response to the Council's invitation to suppliers for formal offers to supply it with the Services.
“Variation”	has the meaning given to it in clause 37 (Variation) of the Conditions of Contract.
TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994.
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 1.2.4 reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.6 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and
- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

2. CONTRACT PERIOD AND EXTENSION

- 2.1 The Contract shall take effect on the Commencement Date and shall expire automatically at the end of the Contract Period unless it is otherwise terminated in accordance with the provisions of the Contract, or by operation of law, or extended under clause 2.2.
- 2.2 Where stipulated in the Contract Particulars, the Council may, by giving written notice to the Service Provider extend the Contract for such further period as is stated in the Contract Particulars. The provisions of the Contract will apply (subject to any Variation or adjustment to the Contract Price pursuant to clause 22 (Price Adjustment)) throughout any such extended period.

3. SERVICE PROVIDER'S STATUS

At all times during the Contract Period the Service Provider shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

4. COUNCIL'S OBLIGATIONS

Save as otherwise expressly provided, the obligations of the Council under the Contract are obligations of the Council in its capacity as a contracting authority and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Council to the Service Provider.

5. NOTICES

- 5.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
- 5.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in clause 5.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4

hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, or item of electronic mail.

5.3 For the purposes of clause 5.2, the address of each Party shall be the address stipulated in the Contract Particulars:

5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

6. MISTAKES IN INFORMATION

The Service Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Council by the Service Provider in connection with the supply of the Services and shall pay the Council any extra costs occasioned by any discrepancies, errors or omissions therein.

7. CONFLICTS OF INTEREST

7.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff is placed in a position where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Council under the provisions of the Contract. The Service Provider will disclose to the Council full particulars of any such conflict of interest which may arise.

7.2 The Council reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Council under the provisions of the Contract. The actions of the Council pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.

8. THE SERVICES

8.1 The Service Provider shall supply the Services during the Contract Period with due skill, care and diligence and in accordance with:

8.1.1 the Quality Standards (if any stipulated in the Specification)

8.1.2 Good Industry Practice;

8.1.3 the Law; and

8.1.4 the requirements of the Contract.

8.2 The Council may inspect and examine the manner in which the Service Provider supplies the Services at the Premises during normal business hours on reasonable notice.

8.3 If the Council informs the Service Provider in writing that the Council reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Council, the Service Provider shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Council.

9. PROVISION AND REMOVAL OF EQUIPMENT

9.1 The Service Provider shall provide all the Equipment necessary for the supply of the Services.

9.2 The Service Provider shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.

9.3 All Equipment brought onto the Premises shall be at the Service Provider's own risk and the Council shall have no liability for any loss of or damage to any Equipment unless the Service Provider is able to demonstrate that such loss or damage was caused or contributed to by the Council's Default. The Service Provider shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Service Provider.

9.4 The Service Provider shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

9.5 The Service Provider shall, at the Council's written request, at its own expense and as soon as reasonably practicable:

9.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Council is either hazardous, noxious or not in accordance with the Contract; and

9.5.2 replace such item with a suitable substitute item of Equipment.

9.6 On completion of the Services the Service Provider shall remove the Equipment together with any other materials used by the Service Provider to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Service Provider is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or any Staff.

10. KEY PERSONNEL

10.1 This clause 10 (Key Personnel) shall apply if so stated in the Contract Particulars.

10.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Council, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

10.3 Any replacements to the Key Personnel shall be subject to the agreement of the Council. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

10.4 The Council shall not unreasonably withhold its agreement under clauses 10.2 or 10.3. Such agreement shall be conditional on appropriate arrangements being made by the Service Provider to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

11. SERVICE PROVIDER'S STAFF

11.1 The Council may, by written notice to the Service Provider, refuse to agree to, or withdraw permission to remain involved in the delivery of the Services to:

11.1.1 any member of the Staff; or

11.1.2 any person employed or engaged by any member of the Staff,

whose admission or continued involvement with the delivery of the Services would, in the reasonable opinion of the Council, be undesirable.

11.2 At the Council's written request, the Service Provider shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Council may reasonably request.

- 11.3 The Service Provider's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations, policies and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 11.4 The Service Provider shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Service Provider confirms that all persons employed or engaged by the Service Provider were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 11.5 In addition to any requirements specified in the Staff Vetting Procedures, the Council may require the Service Provider to carry out a Disclosure and Barring Service check in respect of any person to be employed or engaged in the provision of the Services. The Service Provider shall ensure that no person who discloses that he/she has a Relevant Conviction or is found by the Service Provider to have a Relevant Conviction (whether as a result of or through a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.
- 11.6 If the Service Provider fails to comply with clause 11.2 within 21 days of the date of the request the Service Provider shall be in Default of its obligations under the Contract.
- 11.7 The decision of the Council as to whether any person is to be excluded from being employed or engaged in delivering the Services and as to whether the Service Provider has failed to comply with clause 11.2 shall be final and conclusive and the Service Provider shall indemnify the Council in respect of all claims, costs, losses or expenses arising from a decision under clause 11.1.
- 11.8 The Service Provider shall pay at least the Real Living Wage to all its employees who are employed in connection with the Contract and who meet the Real Living Wage Criteria.
- 11.9 The Service Provider acknowledges that revised rates of the Real Living Wage are set annually in November, and this may mean an increase to the Real Living Wage rates.
- 11.10 The Service Provider shall keep up to date with any revised rates of the Real Living Wage and where the rates increase, the Contractor will be required to implement the same no later than six (6) months from the date of such increase.

12. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 12.1 Clauses 12.2 to 12.9 shall apply where stipulated in the Contract Particulars. Notwithstanding clauses 12.1 – 12.9, Clause 12.10 shall apply to all Service Providers.
- 12.2 The Parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 12.3 The Service Provider shall ensure that all individuals engaged in the provision of the Services are:
- 12.3.1 subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - 12.3.2 the Service Provider shall monitor the level and validity of the checks under this clause 12.3 for each member of staff.
- 12.4 The Service Provider 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 Service Provider in the provision of the Services 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.

- 12.5 The Service Provider shall immediately provide the Council with any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 12 have been met.
- 12.6 The Service Provider shall refer information about any person carrying out the Services to the Independent Safeguarding Authority where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to any service users/children/vulnerable adults.
- 12.7 The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 12.8 Where the Services are provided to any adult, the Service Provider shall comply at all times with the current Milton Keynes Safeguarding Adults Multi Agency Policy and Procedures (June 2015) and any amendments and additions to the document.
- 12.9 Where the Services are provided to any persons aged 16 years and above, the Service Provider shall comply with and shall ensure that all its Staff comply with the Mental Capacity Act 2005 and with the current Milton Keynes Mental Capacity Act – Deprivation of Liberty Safeguards (DoLS) Policy and Practice Guidance (April 2015) and any amendments and additions to the document.
- 12.10 To the extent that the Service Provider is not a Regulated Activity Provider within the meaning of Safeguarding Vulnerable Groups Act 2006, the Service Provider shall nevertheless ensure that, where delivery of the Services brings any of its Staff into contact with children and/or vulnerable adults, such Staff shall be appropriately checked and appropriately trained on issues of safe working practices and on issues of safeguarding children and vulnerable adults from harm.

13. TUPE AND PENSIONS

The parties agree that the provisions of Schedule 7 shall apply to any Relevant Transfer of staff under or in connection with this Contract to the extent stated within that Schedule.

14. INSPECTION OF PREMISES

Unless the Council otherwise directs, the Service Provider is deemed to have inspected the Premises before submitting its Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

15. LICENCE TO OCCUPY COUNCIL PREMISES

- 15.1 This clause 15 applies where stipulated in the Contract Particulars.
- 15.2 Any land or Premises made available from time to time to the Service Provider by the Council in connection with the Contract shall be made available to the Service Provider on a non-exclusive licence basis free of charge and shall be used by the Service Provider solely for the purpose of performing its obligations under the Contract. The Service Provider shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 15.3 The Service Provider shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Service Provider shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Council may reasonably request.
- 15.4 Should the Service Provider require modifications to the Premises, such modifications shall be subject to prior Approval. Ownership of such modifications shall rest with the Council.
- 15.5 The Service Provider shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined

by the Council, and the Service Provider shall pay for the cost of making good any damage caused by the Service Provider or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

15.6 The Parties agree that there is no intention on the part of the Council to create a tenancy of any nature whatsoever in favour of the Service Provider or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Council retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

16. PROPERTY

16.1 Where the Council issues Property free of charge to the Service Provider such Property shall be and remain the property of the Council and the Service Provider irrevocably licences the Council and its agents to enter upon any premises of the Service Provider during normal business hours on reasonable notice to recover any such Property. The Service Provider shall not in any circumstances have a lien or any other interest on the Property and the Service Provider shall at all times possess the Property as fiduciary agent and bailee of the Council. The Service Provider shall take all reasonable steps to ensure that the title of the Council to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Council's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Council.

16.2 The Property shall be deemed to be in good condition when received by or on behalf of the Service Provider unless the Service Provider notifies the Council otherwise within 5 Working Days of receipt.

16.3 The Service Provider shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.

16.4 The Service Provider shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Council's reasonable security requirements as required from time to time.

16.5 The Service Provider shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Council's Default. The Service Provider shall inform the Council within 2 Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

17. PARENT COMPANY GUARANTEE (NOT USED)

17.1 This clause 17 shall apply where stipulated in the Contract Particulars.

17.2 The Service Provider shall procure the delivery of a parent company guarantee substantially in the form contained in Schedule 8, prior to the Commencement Date.

18. PERFORMANCE BOND

18.1 This clause 18 shall apply where stipulated in the Contract Particulars.

18.2 The Service Provider shall procure the delivery of a performance bond substantially in the form contained in Schedule 9, prior to the Commencement Date.

19. CONTRACT PRICE

19.1 In consideration of the Service Provider's performance of its obligations under the Contract, the Council shall pay the Contract Price in accordance with clause 20 (Payment and VAT).

19.2 The Council shall, in addition to the Contract Price and following receipt of a valid VAT invoice, pay the Service Provider a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

20. PAYMENT AND VAT

20.1 Unless otherwise specified in Schedule 34, the Council shall pay all sums due to the Service Provider within 30 days of receipt of a valid invoice, submitted monthly in arrears.

20.2 The Service Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Council to substantiate the invoice.

20.3 Where the Service Provider enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Service Provider to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

20.4 The Service Provider shall add VAT to the Contract Price at the prevailing rate as applicable.

20.5 The Service Provider shall indemnify the Council on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Council at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under the Contract. Any amounts due under this clause 20.5 shall be paid by the Service Provider to the Council not less than 5 Working Days before the date upon which the tax or other liability is payable by the Council.

20.6 The Service Provider shall not suspend the supply of the Services for failure to pay undisputed sums of money.

20.7 The Service Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this Contract. Such records shall be retained for inspection by the Council during the Contract Period and following the end of the Contract for the period specified in the Contract Particulars.

21. RECOVERY OF SUMS DUE

21.1 Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Council in respect of any breach of the Contract), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under the Contract or under any other agreement or contract with the Council.

21.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

21.3 The Service Provider shall make all payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Service Provider.

21.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

22. PRICE ADJUSTMENT

22.1 The Contract Price shall be fixed for the initial period of 2 years. There will be no adjustment of Contract Price during this time:-

22.2 Where the Council excises the extension option, the Contract Price for year three will be adjusted on the anniversary of the Commencement Date by an amount equal to the CPI increase from the Commencement Date to the commencement of year two. The Contract Price will be adjusted for year four based on the change in CPI from the commencement of year three to the commencement of year four.

23. PREVENTION OF BRIBERY AND CORRUPTION

23.1 The Service Provider:

23.1.1 shall not, and shall procure that any Service Provider Staff or Service Provider Party shall not, in connection with this Contract commit a Prohibited Act;

23.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.

23.2 The Service Provider shall:

23.2.1 if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010;

23.2.2 within 10 Working Days of the Commencement Date, and annually thereafter, certify to the Council in writing (such certification to be signed by an officer of the Service Provider) compliance with this clause 23 by the Service Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Service Provider shall provide such supporting evidence of compliance as the Council may reasonably request.

23.3 The Service Provider shall have an anti-bribery policy and shall ensure that its anti-bribery policy is provided to the Council on request.

23.4 If any breach of clause 23.1 is suspected or known, the Service Provider must notify the Council immediately.

23.5 If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 23.1, the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for the period specified in the Contract Particulars following the expiry or termination of this Contract.

23.6 The Council may terminate this Contract by written notice with immediate effect if the Service Provider, Service Provider Party or Service Provider Personnel (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 23.1.

23.7 Any notice of termination under clause 23.6 must specify:

23.7.1 the nature of the Prohibited Act;

23.7.2 the identity of the party whom the Council believes has committed the Prohibited Act

23.8 Despite clause 57 (Dispute Resolution), any dispute relating to:

23.8.1 the interpretation of clause 23; or

23.8.2 the amount or value of any gift, consideration or commission,

shall be determined by the Council and its decision shall be final and conclusive.

- 23.9 Any termination under clause 23.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

24. EQUALITIES

- 24.1 The Service Provider shall and shall ensure its Sub-Contractors and Staff at all times comply with the requirements of the Equality Act 2010 and all other related statutory and regulatory requirements and the Council's policies and procedures copies of which are available on request relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, pregnancy and maternity, marriage and civil partnerships..

- 24.2 The Service Provider shall fully indemnify the Council against all actions, claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Service Provider of this clause 24.

25. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated in this Contract, a person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

26. HEALTH AND SAFETY

- 26.1 The Service Provider shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.
- 26.2 While on the Premises, the Service Provider shall comply with any health and safety measures implemented by the Council in respect of Staff and other persons working there.
- 26.3 The Service Provider shall notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 26.4 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.
- 26.5 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Council on request.

27. DATA PROTECTION

Information Governance – General Responsibilities

- 27.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in Schedule 2A by the Council and may not be determined by the Service Provider
- 27.2 The Service Provider shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation

27.3 The Service Provider shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, 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

27.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 2A unless the Service Provider is required to do otherwise by Law. If it is so required, the Service Provider shall promptly notify the Council 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 Council 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 Service Provider Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 2A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Service Provider's duties under this clause 27;
 - (B) are subject to appropriate confidentiality undertakings with the Service Provider 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 Council or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data.

- (d) not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - (i) the Council or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Council;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Service Provider 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 endeavours to assist the Council in meeting its obligations); and
 - (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data.
- (e) at the written direction of the Council, delete, destroy, or return Personal Data (and any copies of it) to the Council at any time during the Contract Period or on termination or expiry of the Contract unless the Service Provider is required by Law to retain the Personal Data;
- (f) where the Service Provider is destroying Personal Data pursuant to clause 27.4 (e) above, it shall do so in a secure manner and it shall provide certificated evidence of secure destruction to the required standards (HMG Information Security Standards)

27.5 Subject to clause 27.6 the Service Provider shall notify the Council 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 Contract;
- (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; Personal Data Breach or any breach of data protections obligations under this Contract or under the Data Protection Legislation.

27.6 The Service Provider's obligation to notify of the Council under clause 27.5 shall include the provision of further information to the Council in phases, as details become available.

27.7 The Service Provider shall provide the Council with full assistance in relation to either party's obligations under the Data Protection Legislation and any complaint, communication or request

made under clause 27.5 (within the timescales reasonably required by the Council) including promptly providing:

- (a) the Council with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Council following any Data Loss Event;
- (e) assistance as requested by the Council with respect to any request from the Information Commissioner's Office.

27.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause 27.

27.9 The Service Provider shall allow and shall procure that all Sub-Processors allow for audits of their Data processing activity by the Council or the Council's designated auditor. The Service Provider shall comply with and shall procure that the Sub-Processors comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider and the Sub-Processors are in full compliance with the obligations under this Contract.

27.10 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation to do so.

27.11 The Service Provider shall nominate a data protection lead to be responsible for data protection and for providing the Council with regular reports on information security matters, including details of all incidents of Data Loss Event and breach of confidence. The Service Provider shall ensure that the Council is at all times kept informed of the identity and contact details of the data protection lead.

27.12 The Service Provider agrees to indemnify and keep the Council indemnified and to defend the Council at its own expense against all losses, costs, claims, damages or expenses incurred by the Council or for which the Council may become liable due to any failure by the Service Provider or its Staff or Service provider Party to comply with any of their obligations under this Clause 27 and/or under the Data Protection Legislation and/or under any other provision of this Contract. The Council may recover as a debt from the Service Provider any sums owed under this indemnity provision.

Responsibilities when engaging Sub-Contractors as a Sub-processor

27.13 In addition to the provisions of clause 35 (Transfer and Sub-Contracting) if the Service Provider is to require any Sub-Contractor to be a Sub-processor, and before allowing the processing of Personal Data by such a Sub-Contractor, the Service Provider must:

- (a) notify the Council in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Council;
- (c) where Council consent is given, enter into a written Contract with the Sub-processor which give effect to the terms set out in this clause 27 such that they apply to the Sub-processor; and
- (d) provide the Council with such information regarding the Sub-processor as the Council may reasonably require.

- 27.14 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor
- 27.15 The Council may at any time on not less than thirty (30) days' notice to the Service Provider 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 Contract)
- 27.16 The Council may at any time on not less than thirty (30) days' notice to the Service Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 27.17 The Service Provider shall comply with and shall ensure that any Sub-processor complies with all relevant obligations under the Data Protection Legislation.
- 27.18 The provision of this clause 27 shall apply during the Contract Period and indefinitely after its expiry.

28. CONFIDENTIAL INFORMATION

- 28.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
 - 28.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 28.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 28.2 Clause 28.1 shall not apply to the extent that:
 - 28.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 29 (Freedom of Information);
 - 28.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 28.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 28.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 28.2.5 it is independently developed without access to the other Party's Confidential Information.
- 28.3 The Service Provider may only disclose the Council's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 28.4 The Service Provider shall not, and shall procure that the Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
- 28.5 At the written request of the Council, the Service Provider shall procure that those members of the Staff identified in the Council's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 28.6 Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:

28.6.1 to any government department, any Contracting Authority, any employee of the Council, consultant or any other person engaged by the Council in its ordinary course of business or in connection with the Contract;

28.6.2 for the purpose of the examination and certification of the Council's accounts; or

28.6.3 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.

28.7 The Council shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to clause 28.6 is made aware of the Council's obligations of confidentiality.

28.8 Nothing in this clause 28 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

29. FREEDOM OF INFORMATION

29.1 The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

29.2 The Service Provider shall and shall procure that any Sub-Contractors shall transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

29.2.1 provide the Council with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

29.2.2 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

29.3 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations

29.4 In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

29.5 The Service Provider acknowledges that (notwithstanding the provisions of clause 29) the Council may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Services in certain circumstances:

29.5.1 without consulting the Service Provider; or

29.5.2 following consultation with the Service Provider and having taken their views into account;

provided always that where 29.5.1 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

29.6 The Service Provider shall ensure that all Information is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

29.7 The Service Provider acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that the Council may be obliged to disclose it in accordance with this clause 29.

30. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

30.1 The Service Provider shall not make any press announcement or publicise the Contract, the Services or any aspects thereof in any way, except with the prior written consent of the Council.

30.2 The Service Provider shall take reasonable steps to ensure that its servants, employees, agents, Sub-Contractors, suppliers, professional advisors and consultants comply with clause 30.1.

31. SECURITY

31.1 The Council shall be responsible for maintaining the security of the Premises over which the Council has control in accordance with its standard security requirements. The Service Provider shall comply with all security requirements of the Council while on the Premises, and shall ensure that all Staff comply with such requirements.

32. INTELLECTUAL PROPERTY RIGHTS

32.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "**IP Materials**");

32.1.1 furnished to or made available to the Service Provider by or on behalf of the Council shall remain the property of the Council; or

32.1.2 prepared by or for the Service Provider on behalf of the Council for use, or intended use, in relation to the performance by the Service Provider of its obligations under the Contract shall belong to the Council;

and the Service Provider shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

32.2 The Service Provider hereby assigns to the Council, absolutely with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause 32.1.2. This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by or for the Service Provider. The Service Provider shall execute and shall where necessary, procure the execution of all documentation necessary to execute this assignment.

32.3 The Service Provider shall waive and/or procure a waiver of any moral rights subsisting in any copyright produced by the Contract or the performance of the Contract.

32.4 The Service Provider shall to the extent possible procure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Council a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Council an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Council to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Service Provider or to any other third-party supplying services to the Council.

32.5 The Service Provider shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Service Provider shall, during and after the Contract Period,

indemnify and keep indemnified and hold the Council harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:

32.5.1 items or materials based upon designs supplied by the Council; or

32.5.2 the use of data supplied by the Council which is not required to be verified by the Service Provider under any provision of the Contract.

32.6 The Council shall notify the Service Provider in writing of any claim or demand brought against the Council for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Service Provider.

32.7 The Service Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Service Provider, provided always that the Service Provider:

32.7.1 shall consult the Council on all substantive issues which arise during the conduct of such litigation and negotiations;

32.7.2 shall take due and proper account of the interests of the Council; and

32.7.3 shall not settle or compromise any claim without the Council's prior written consent (not to be unreasonably withheld or delayed).

32.8 The Council shall at the reasonable request of the Service Provider afford to the Service Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Council or the Service Provider by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Service Provider's obligations under the Contract and the Service Provider shall indemnify the Council for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Service Provider shall not, however, be required to indemnify the Council in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause 32.5.1 or 32.5.2.

32.9 The Council shall not unreasonably make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Council or the Service Provider in connection with the performance of its obligations under the Contract.

32.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Service Provider is likely to be made, the Service Provider shall notify the Council and, at its own expense and subject to the consent of the Council (not to be unreasonably withheld or delayed), use its best endeavours to:

32.10.1 modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or

32.10.2 procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Council,

and in the event that the Service Provider is unable to comply with clauses 32.7.1 or 32.7.2 within 15 Working Days of receipt of the Service Provider's notification the Council may terminate the Contract with immediate effect by notice in writing.

32.11 The Service Provider grants to the Council a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Service Provider owned or developed prior to the Commencement Date and which the Council reasonably requires in order to exercise its rights and take the benefit of this Contract including the Services provided.

33. CHANGE CONTROL AND CONTINUOUS IMPROVEMENT

33.1 The Service Provider shall keep and maintain for the period stipulated in the Contract Particulars, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Service Provider shall on request afford the Council or the Council's representatives such access to those records as may be requested by the Council in connection with the Contract.

33.2 Any requirement for a Change shall be subject to the Change Control Procedure.

33.3 The Service Provider shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Service Provider shall identify and report to the Council's Authorised Representative quarterly in each Contract Year on:

33.3.1 the emergence of new and evolving relevant technologies which could improve the Services;

33.3.2 new or potential improvements to the Services including the quality, responsiveness, procedures, performance mechanisms and customer support services in relation to the Services;

33.3.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Council which might result in efficiency or productivity gains or in reduction of operational risk; and

33.3.4 changes in ways of working that would enable the Services to be delivered at lower costs and/or at greater benefits to the Council.

33.4 Any potential Changes highlighted as a result of the Service Provider's reporting in accordance with clause 33.3 shall be addressed by the parties using the Change Control Procedure.

33.5 Notwithstanding anything which is contained within the provisions of this clause 33 or elsewhere in the Contract, any Change proposed by the parties under the provisions of this clause 33 must be lawful including within the meaning of any applicable Procurement Legislation for the time being in force.

34. AUDIT

34.1 The Service Provider shall keep and maintain for the period stipulated in the Contract Particulars, full and accurate records of the Contract including but not limited to the Services supplied under it, and all payments made by the Council. The Service Provider shall on request afford the Council or the Council's representatives such access to those records as may be requested by the Council in connection with the Contract.

35. TRANSFER AND SUB-CONTRACTING

35.1 The Service Provider shall not assign, sub-contract, novate or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Service Provider of any of its obligations or duties under the Contract.

35.2 The Service Provider shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

35.3 Where the Council has consented to a sub-contract(s), copies of each sub-contract shall, at the request of the Council, be sent by the Service Provider to the Council as soon as reasonably practicable.

35.4 The Council may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

35.4.1 any Contracting Authority; or

35.4.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Council; or

35.4.3 private sector body which substantially performs the functions of the Council,
("the Transferee")

provided that any such assignment, novation or other disposal shall not increase the burden of the Service Provider's obligations under the Contract.

35.5 Any change in the legal status of the Council such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Council.

35.6 The Council may disclose to any Transferee any Confidential Information of the Service Provider which relates to the performance of the Service Provider's obligations under the Contract. In such circumstances the Council shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Service Provider's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

35.7 Each Party shall at its own cost and expense carry out or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

36. WAIVER

36.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

36.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 5 (Notices).

36.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

37. VARIATION

37.1 Subject to the provisions of this clause 37, the Council may request a variation to the Specification including a change to the Specification. Such a change is hereinafter called a "Variation".

37.2 The Council may request a Variation by notifying the Service Provider in writing of the "Variation" and giving the Service Provider sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Council shall specify a time limit within which the Service Provider shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Service Provider accepts the Variation, it shall confirm the same in writing.

37.3 In the event that the Service Provider is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Council may;

37.3.1 allow the Service Provider to fulfil its obligations under the Contract without the variation to the Specification;

37.3.2 terminate the Contract with immediate effect.

37.4 The Service Provider may propose variations to the Contract, provided that the Council shall be under no obligation whatsoever to accept any request for a variation. A variation proposed by the Service Provider shall not give rise to any increase to the Contract Price, unless expressly agreed by the Council (in its absolute discretion) in writing.

38. SEVERABILITY

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

39. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE

39.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Service Provider's obligations under the Contract, then the Council shall be entitled to investigate the complaint in accordance with the contract monitoring and management procedures contained in Schedule 12 (Contract Management).

39.2 In the event that the Council is of the reasonable opinion that there has been a fundamental breach of the Contract by the Service Provider, then the Council may, without prejudice to its rights under clause 48 (Termination on Default), do any of the following:

39.2.1 without terminating the Contract, suspend the Service Provider from performing the all or part of the Services and itself supply or procure the supply of all or part of the Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Council that the Service Provider will once more be able to supply all or such part of the Services in accordance with the Contract;

39.2.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or

39.2.3 terminate, in accordance with clause 48 (Termination on Default), the whole of the Contract.

39.3 Without prejudice to its right under clause 21 (Recovery of Sums Due), the Council may charge the Service Provider for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Council or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Service Provider for such part of the Services and provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

39.4 If the Service Provider fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Council shall instruct the Service Provider to remedy the failure and the Service Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Council may direct.

39.5 In the event that:

39.5.1 the Service Provider fails to comply with clause 39.4 above and the failure is materially adverse to the interests of the Council or prevents the Council from discharging a statutory duty; or

39.5.2 the Service Provider persistently fails to comply with clause 39.4 above, the Council may terminate the Contract with immediate effect by notice in writing.

40. REMEDIES CUMULATIVE

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

41. CONTRACT MANAGEMENT

The Service Provider shall comply with the monitoring and contract management arrangements set out in the Schedule 12 (Contract Management) including, but not limited to, providing such data and information as the Service Provider may be required to produce under the Contract.

42. ANNUAL REVIEW

42.1 The Service Provider shall in good faith comply with the provisions of this clause 42.

42.2 Throughout the Contract Period the parties shall, acting reasonably, work together to ensure that the Contract and the Service Provider's performance of the Services represents value for money and best value generally for the benefit of the Council.

42.3 The Service Provider shall prepare a written report and submit it to the Council by each anniversary of the Commencement Date (Annual Review Report). The Service Provider shall also submit an Annual Review Report for the final year of the Contract Period.

42.4 All reports prepared by the Service Provider pursuant to this clause 42 shall contain, inter alia and to the extent reasonably possible, the following matters:

42.4.1 An analysis of the performance of the Service throughout the past contract year to the date of the report focusing on those areas which are considered successful, in comparison to the requirements of the Contract, and those areas which require improvement or which could be improved;

42.4.2 The reasons for the successes and/or weaknesses identified;

42.4.3 An action plan setting out the Service Provider's suggested measures that might be taken by either party, to improve on the Services;

42.5 The Service Provider and the Council shall discuss the contents of each Annual Review Report and the Council may, in its absolute discretion, accept or reject any of the recommendations contained in the report, implement any other measures which it might reasonably consider necessary to ensure value for money and/or where appropriate issue modifications or variations in accordance with the provisions of the Contract.

42.6 For the avoidance of doubt the presentation of the Annual Review Report by the Service Provider to the Council shall be without prejudice to any monitoring, performance review or Default measures which may be carried out by the Council under the terms of the Contract.

43. ENTIRE AGREEMENT

43.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation.

44. COUNTERPARTS

This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

45. LIABILITY AND INDEMNITY

45.1 Neither Party excludes or limits liability to the other Party for:

45.1.1 death or personal injury caused by its negligence; or

45.1.2 Prohibited Act; or

45.1.3 fraudulent misrepresentation; or

45.1.4 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

45.2 Subject to clause 45.3 and 45.4 the Service Provider shall indemnify the Council and keep the Council indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of:

45.2.1 the supply, or the late or purported supply, of the Services or the performance or non-performance by the Service Provider of its obligations under the Contract;

45.2.2 the act, omission or default of the Service Provider, any Sub-Contractor or any member of Staff including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by any such party; and

45.2.3 any other loss which is caused directly or indirectly by any act or omission of the Service Provider.

45.3 The Service Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Contract.

45.4 Subject to clause 45.1, the Service Provider's liability under this Contract shall be limited to the amount stated in Contract Particulars. The limitation of liability as contained in the contract particulars shall not extend to:

45.4.1 Any liability against which the Service Provider is required to have insurance cover under clause 46 of the contract.

45.4.2 Any liability of the Service Provider to indemnify the Council under clause 32.5 for breach of third-party Intellectual Property.

45.4.3 Any liability of the Service Provider to indemnify the Council for breach of data protection provisions under clause 27.12 which liability shall be limited to £5million in aggregate in any Contract Year.

46. INSURANCE

46.1 The Service Provider shall throughout the Contract Period effect and maintain with a reputable insurance company the following policies of insurance:

- 46.1.1 public liability insurance;
- 46.1.2 employer's liability insurance,
- 46.1.3 professional indemnity insurance
- 46.1.4 fidelity insurance

with the levels of indemnity cover for each claim stipulated in the Contract Particulars.

46.2 The Service Provider shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

46.3 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the provisions of the Contract the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

46.4 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract.

46.5 Where stipulated in the Contract Particulars, the Service Provider shall affect the additional insurances stipulated in the Contract Particulars.

46.6 Where professional indemnity insurance is required in accordance with the Contract Particulars the Service Provider shall maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, Sub-Contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than the amount stated in the Contract Particulars. Such insurance shall be maintained for a minimum of the period specified in the Contract Particulars following the expiration or earlier termination of the Contract.

47. WARRANTIES AND REPRESENTATIONS

The Service Provider warrants and represents that:

- 47.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Service Provider;
- 47.1.2 in entering the Contract it has not committed any Prohibited Act;
- 47.1.3 as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract;
- 47.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

- 47.1.5 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 47.1.6 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- 47.1.7 it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 47.1.8 in the three 3 years prior to the date of the Contract:
 - (a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (c) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

48. TERMINATION FOR DEFAULT

- 48.1 The Council may terminate the Contract with immediate effect by the service of written notice on the Service Provider in the following circumstances:
 - 48.1.1 if the Service Provider has committed a Default under the Contract provided that if the Default is capable of remedy, the Council may only terminate the Contract under this clause 48.1 if the Service Provider has failed to remedy such Default within [28 days] of receipt of notice from the Council (a **Remediation Notice**) to do so; or
 - 48.1.2 if the Service Provider commits a Default which in the reasonable opinion of the Council is not capable of being remedied; or
 - 48.1.3 if the Service Provider commits a Default which is a fundamental breach of Contract; or
 - 48.1.4 if a consistent failure has occurred; or
 - 48.1.5 if a Catastrophic Failure has occurred; or
 - 48.1.6 if the Service Provider ceases or threatens to cease to carry on business in the United Kingdom;
 - 48.1.7 if this Contract has been subject to a substantial modification which would be a breach of the Procurement Act 2023; or
 - 48.1.8 if the Service Provider has, at the time of this Contract's award, been in one of the situations referred to in the Procurement Act 2023 and should therefore have been excluded from the procurement procedure.
- 48.2 The Council may terminate the Contract in accordance with the provisions of clause 23 (Prevention of Bribery and Corruption) and clause 54 (Force Majeure).
- 48.3 If this Contract is terminated by the Council for cause such termination shall be at no loss or cost to the Council and the Service Provider shall indemnify the Council against any such losses or costs which the Council may suffer as a result of any such termination for cause.

48.4 If the Council fails to pay the Service Provider undisputed sums of money when due, the Service Provider shall notify the Council in writing of such failure to pay. If the Council fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Service Provider may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Council exercising its rights under clause 21 (Recovery of Sums Due).

49. TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL

49.1 The Council may terminate the Contract with immediate effect by notice in writing where the Service Provider is a company and in respect of the Service Provider:

49.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

49.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

49.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

49.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

49.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

49.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

49.1.7 being a "small company" within the meaning of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

49.1.8 any event similar to those listed in clauses 49.1.1-49.1.7 occurs under the law of any other jurisdiction.

49.2 The Council may terminate the Contract with immediate effect by notice in writing where the Service Provider is an individual and:

49.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Service Provider's creditors; or

49.2.2 a petition is presented and not dismissed within 14 days or order made for the Service Provider's bankruptcy; or

49.2.3 a receiver, or similar officer is appointed over the whole or any part of the Service Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

49.2.4 the Service Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or

49.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole

or any part of the Service Provider's assets and such attachment or process is not discharged within 14 days; or

49.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or

49.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

49.3 The Service Provider shall notify the Council immediately if the Service Provider undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("**change of control**"). The Council may terminate the Contract by notice in writing with immediate effect within six months of being notified that a change of control has occurred; or

49.3.1 where no notification has been made, the date that the Council becomes aware of the change of control,

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

50. BREAK CLAUSE

50.1 Where stipulated in the Contract Particulars, the Council shall have the right to terminate the Contract at any time by giving written notice (of not less than the period specified in the Contract Particulars) to the Service Provider

50.2 Where the Council exercises its right to terminate the Contract under clause 50.1, the Service Provider shall only be entitled to payment for Services duly rendered up to the date of termination and the Council shall incur no liability to the Service Provider in respect of any other losses whatsoever whether:

50.2.1 loss of future profits;

50.2.2 redundancy or Sub-Contractor breakage costs; or

50.2.3 any other costs whatsoever incurred by the Service Provider as a consequence of such termination.

51. CONSEQUENCES OF EXPIRY OR TERMINATION

51.1 Where the Council terminates the Contract under clause 49 (Termination on Default):

51.1.1 the Council may recover from the Service Provider the cost reasonably incurred of making other arrangements for the delivery of replacement services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period. The Council shall take all reasonable steps to mitigate such additional expenditure.

51.1.2 no further payments shall be payable by the Council to the Service Provider (for Services supplied by the Service Provider prior to termination and in accordance with the Contract but where the payment has yet to be made by the Council), until the Council has established the final cost of making the other arrangements envisaged under this clause.

51.1.3 In the event that through any Default of the Service Provider, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall reimburse the Council in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

51.2 Save as otherwise expressly provided in the Contract:

- 51.2.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- 51.2.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Council or the Service Provider under clauses 20 (Payment and VAT), 21 (Recovery of Sums Due), 23 (Prevention of Bribery and Corruption), 27 (General Data Protection Regulations), 28 (Confidential Information), 29 (Freedom of Information), 32 (Intellectual Property Rights), 34 (Audit), 40 Remedies Cumulative), 45 (Liability and Indemnity), 46 (Insurance), 51 (Consequences of Expiry or Termination), 53 (Recovery upon Termination) and 56 (Governing Law and Jurisdiction).

52. DISRUPTION

- 52.1 The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Council, its employees or any other contractor employed by the Council.
- 52.2 The Service Provider shall immediately inform the Council of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 52.3 In the event of industrial action by the Staff, the Service Provider shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- 52.4 If the Service Provider's proposals referred to in clause 52.3 are considered insufficient or unacceptable by the Council acting reasonably, then the Contract may be terminated with immediate effect by the Council by notice in writing.
- 52.5 If the Service Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the Council, the Service Provider may request a reasonable allowance of time and in addition, the Council will reimburse any additional expense reasonably incurred by the Service Provider as a direct result of such disruption.

53. RECOVERY UPON TERMINATION

- 53.1 On the termination of the Contract for any reason, the Service Provider shall:
 - 53.1.1 immediately return to the Council all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
 - 53.1.2 Immediately deliver to the Council all Property (including materials, documents, information and access keys) provided to the Service Provider under clause 16. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
 - 53.1.3 assist and co-operate with the Council to ensure an orderly transition of the provision of the Services to the Replacement Service Provider and/or the completion of any work in progress.
 - 53.1.4 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Council for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Council or the Replacement Service Provider to conduct due diligence.
- 53.2 If the Service Provider fails to comply with clause 53.1.1 and 53.1.2, the Council may recover possession thereof and the Service Provider grants a licence to the Council or its appointed agents

to enter (for the purposes of such recovery) any premises of the Service Provider or its permitted suppliers or Sub-Contractors where any such items may be held.

53.3 Where the end of the Contract Period arises due to the Service Provider's Default, the Service Provider shall provide all assistance under clause 53.1.3 and 53.1.4 free of charge. Otherwise, the Council shall pay the Service Provider's reasonable costs of providing the assistance and the Service Provider shall take all reasonable steps to mitigate such costs.

54. FORCE MAJEURE

54.1 This clause 54 shall apply where stipulated in the Contract Particulars.

54.2 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for the period stipulated in the Contract Particulars, either Party may terminate the Contract with immediate effect by notice in writing.

54.3 Any failure or delay by the Service Provider in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Service Provider.

54.4 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 54.2 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

55. DISASTER RECOVERY

55.1 This clause 55 shall apply where stipulated in the Contract Particulars.

55.2 The service provider shall within 1 month of the Commencement Date submit its Disaster Recovery Plan to the Council for its approval. The service provider shall promptly make any reasonable amendments requested by the Council.

55.3 The Service Provider shall comply at all times with the relevant provisions of the Disaster Recovery Plan.

55.4 Following the declaration of a Disaster in respect of any of the Services, the Service Provider shall:

55.4.1 implement the Disaster Recovery Plan;

55.4.2 continue to provide the affected Services to the Council in accordance with the Disaster Recovery Plan; and

55.4.3 restore the affected Services to normal within the period laid out in the Disaster Recovery Plan.

55.5 To the extent that the Service Provider complies fully with the provisions of this clause 55 (and the reason for the declaration of a Disaster was not breach of any of the other terms of this Contract on the part of the Service Provider), the Service Levels (if any) to which the affected Services are to be provided during the continuation of the Disaster shall not be the Service Levels as referred to in Schedule 6 but shall be the service levels set out in the Disaster Recovery Plan or (if none) the best service levels which are reasonably achievable in the circumstances.

56. GOVERNING LAW AND JURISDICTION

Subject to the provisions of clause 56, the Council and the Service Provider accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

57. DISPUTE RESOLUTION

57.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.

57.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

57.3 If the dispute cannot be resolved by the Parties pursuant to clause 57.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 57.5 unless (a) the Council considers that the dispute is not suitable for resolution by mediation; or (b) the Service Provider does not agree to mediation.

57.4 The obligations of the Parties under the Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation and the Service Provider and the Staff shall comply fully with the requirements of the Contract at all times.

57.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

57.5.1 a neutral adviser or mediator (the "**Mediator**") shall be appointed by the Centre for Effective Dispute Resolution.

57.5.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

57.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

57.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

57.5.5 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

57.5.6 If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

58. TRANSPARENCY

58.1 The Council may disclose to other Public Sector Contracting Authorities any of the Service Providers information, tender documentation and supporting documentation (including any that the Service Provider has indicated to be confidential and/or Commercially Sensitive Information) such

as specific tender information which has been submitted by the Service Provider as part of the tender process. The Service Provider shall ensure that such information shall not be disclosed to any other party except to other Public Sector Contracting Authorities. The Service Provider acknowledges and agrees that by virtue of taking part in the tender process they hereby consent to such disclosure by the Council as a part of the tender process and the Council shall have no liability to the Service Provider under this clause or otherwise and the Service Provider shall indemnify and keep indemnified the Council against any Losses in respect of the same.

SCHEDULE 1
SPECIAL CONDITIONS

"Not Used"

SCHEDULE 2
SPECIFICATION

1.0	Scope of Work
Ref	Item
1.1	Not used.
1.2	MKCC are required to meet all statutory obligations in relation to our Housing stock. The Housing stock asset management function is controlled by the MKCC Housing Maintenance and Investment (HMI) team.
1.3	Accordingly, this tender package encompasses:
1.3.1	Fire Door replacements for block properties include dwelling entrance, internal communal, and service cupboard doors, and loft hatches.
1.4	The contract duration will be for an initial two years, with an option for MKCC to extend for a further two years.
1.5	The anticipated contract commencement date is 22 August 2025
1.6	It is a mandatory requirement that all appointed Contractors hold the following current accreditations:
1.6.1	A UKAS accreditation relevant to the discipline For the avoidance of doubt, your company details can be checked here: https://www.ukas.com/find-an-organisation/
1.6.2	ISO9001
1.7	It is a mandatory requirement that all appointed Contractors hold a current Safety Scheme in Procurement (SSIP) accreditation. For clarity, a full list of SSIP accreditors is listed at the weblink below: SSIP Forum Members – SSIP
1.8	Contractors must hold a minimum cover of £2 million Professional Indemnity Insurance cover.
1.9	All Contractor site based personnel employed on this contract are to be subject to a Disclosure and Barring Service (DBS) check to be arranged by the Contractor. Evidence of such DBS checks may be requested at any time.
1.10	MKCC are looking to form a transparent and open relationship with all their appointed Contractors. This transparency requires all costs and performance data to be clearly visible on a site by site basis. We understand that our tender requirements are specific and detailed, but these details seek to lay the foundation for complete, on-going transparency and it is imperative that Contractors read, understand and price to our specific requirements.
2.0	Tender Timeline
2.1	The tender timelines is included in the ITT document, Section 2.0 Tender Timetable, enclosed within this tender package.
3.0	Specification Format
3.1	For the avoidance of doubt, this Specification - Annex 1 and the associated Pricing Document are formatted in the following way:
3.2	There are multiple tabs running across the foot of each sheet.
3.3	Each tab represents a "Section" of the Specification/Pricing Document, which is clearly labelled with a number, hyphen and then the section/tab name.
3.4	Each tab/section has separate line items which have numerical and sometimes letter references in column A (entitled Ref) of each tab/section. Whilst these reference are unique to each tab/section, the same Ref may appear in another tab/section.
3.5	If one tab/section makes reference to a different tab/section, as an example, the following reference format will be used: Example Reference: Section 7A - Item 2.1
3.6	This reference would refer to Section/tab 7A (Technical Specification) and the then the item referenced 2,1 in column A on Section/Tab 7A. i.e. the combination of Tab/Section and Ref make the identifier unique: <i>2.1 Block and dwelling UPRN (site) numbers and locations as supplied in the Pricing Document must be used for all correspondence including emails, reports, documentation and invoicing. MKCC reserve the right to amend or change the UPRNs.</i>
3.7	If/when submitting tender queries, if queries relate to the Specification or Pricing document, please ensure that Sections/tabs and associated items use the document name and correct referencing format.

2.0 Site Details	
Ref	
Item	
1.1	Residential blocks and associated dwellings (as and when door replacements are required) detailed in the Pricing Document Section 3.
1.2	All sites are within the Milton Keynes postal code region. Any sites which fall outside of this region will be advised in the mobilisation period.

Not Used

4.0 Health & Safety	
Ref	Item
1.0 General	
1.1	Whilst we request Contractors hold anSSIP accreditation as per Section/Tab 1 - Scope, Item 1.7 - the successful Contractor will also be subject to a desktop H&S information gathering and review exercise in the mobilisation period, which will include (among other documentation) Contractor RAMS and H&S monitoring arrangements.
1.2	Thereafter, the desk top review will be undertaken on annual basis to ensure that relevant Contractor documentation reflects any changes in legislation and/or any changes in our stock risk profile. Accordingly, any relevant changes to our stock risk profile will be communicated by MKCC to the Contractor.
1.3	Spot Audits may be undertaken by the MKCC representative to ensure that Contractors are working safely and in accordance with the specified requirements.
1.0A Asbestos Management	
1.1A	Contractors will be provided with access to relevant and available residential block asbestos surveys to check block asbestos details prior to each and every site visit.
2.0 Standards	
	For all MKCC works, Contractors will be expected to:
2.1	As a minimum, meet Health, Safety & Environmental (H,S, E) legislative and any other requirements pertinent to health, safety, wellbeing and safe operation and management of the works or assets or equipment.
2.2	As and when requested, declare any management standards and accreditations currently held or in process of being renewed/achieved in relation to H,S, E or quality.
3.0 Risk control	

	For all MKCC works, Contractors will be expected to:
3.1	Ensure that suitable and sufficient risk assessments are in place for ALL work delivered. Specifically this means:
A	Clear identification of significant risks.
B	Risk control measures identified that are able to be effectively implemented.
C	Approach to risk control seeks to eliminate or minimise risks.
D	Risk assessments form part of worker induction and refresher training.
E	Regularly reviewed – minimum of once per annum or after any significant incident or changes
3.2	Maintain a matrix of risk assessments and safe operating procedures/ safe systems of work with date of last review and summary of activities covered by it and residual risk level.
3.3	Ensure workers are provided with equipment, resources and training needed to do the job safely.
3.4	Ensure equipment, plant and sites are maintained in a safe to use condition.
3.5	Implement any relevant health monitoring or surveillance regimes and keep under review throughout the contract.
3.6	Undertake a routine of monitoring to ensure risks are being managed and approaches to risk control are implemented (i.e. site/workplace inspections, internal and external audits etc.).
3.7	MKCC reserve the right to request any such information at any time.
3.8	Ensure that all accreditations (both corporate and individual) are maintained throughout the duration of the contract.
	4.0 Leadership, Engagement & Competent Support
	During the mobilisation period, Contractors shall:
4.1	Identify the director level role which takes the lead for H, S & E governance and keep role and named individual information up to date through duration of contract, including direct contact details and relevant training.
4.2	Identify specific senior contract delivery role who will be monitoring H,S & E performance on the contract and keep role and named individual information up to date through duration of contract, including direct contact details and relevant training.

5.0 Information sharing	For all MKCC works, Contractors will be expected to:
5.1	Share all incident, near miss or similar information linked to work or an incident/near miss delivered through the contract. Such information shall be communicated via email to the HMI Team on the same working day as the incident and via inclusion in the monthly report as per item 6.2.
5.2	Share and provide access to any incident follow up information when requested and without undue delay (no more than 24 hours post the incident unless agreed otherwise), be it a small low impact incident or one with more significance.
5.3	If requested and to follow up on any reported incident, meet on site or at the Civic Office within 24 hours of the MKCC request.
5.4	Provide and keep up to date a training matrix to identify specific minimum training needed for the contract roles at all levels. Provide full access to training records in a timely way as and when requested. Ensure training required for specific roles is appropriate to the risk the work presents.
6.0 Monitoring and Reporting	
6.1	Contractors will be expected to operate site level H&S audits. As a minimum MKCC require copies of six such audits per year to be documented and submitted at the relevant review meetings.
6.2	Contractors will be expected to submit the following details as part of standard monthly reporting:
A	H&S Audits - to include training check of staff and check on risk controls in place as required by risk assessment.
B	Details of near misses.
C	Details of any incidents.
D	Details of training or tool box talks delivered.
E	Confirmation that risk assessments are in place covering hazards, who's affected, risk level, controls in place, subsequent risk level once controls implemented.
F	Confirmation that staff are briefed and working to standards set in risk assessments.
6.3	Aside from monthly reporting, information for all incidents must be shared in a timely way with MKCC including specific information and investigation reports as per item 5.

<p>7.0 Sub Contractors</p>	
<p>7.1 It is not anticipated that Contractors will sub contract fire door replacement work. In the event that this becomes an issue it must be immediately discussed with the MKCC Account Manager, approval gained and:</p>	
<p>7.2 Contractors will be expected to pre-qualify any sub-contractors for H&S Competency prior to them visiting any MKCC site and any approved sub-contractors must hold relevant SSIP accreditation in line with Section 1 - Scope, Item 1.7.</p>	
<p>7.3 Sub contractor pre-qualification records shall be documented and refreshed on an annual basis and submitted for inspection.</p>	
<p>7.4 A matrix of approved sub-contractors shall be submitted by the Contractor to MKCC for review.</p>	
<p>7.5 If the sub contractor base changes, the matrix (and pre-quals) must be updated and resubmitted to MKCC (for SSIP verification) prior to any new Contractors visiting MKCC Sites.</p>	
<p>7.6 The matrix must be updated and re-submitted to MKCC on a 12 month basis.</p>	
<p>7.7 As a minimum, the matrix is to include the sub contractor names, discipline covered, latest pre-qualification date, pre-qual status (pass/fail), confirmation of how the H&S performance of the sub contractor is being monitored and details of any SSIP accreditation held by the sub contractor (see below).</p>	
<p>For clarity, a full list of SSIP accreditors is listed at the weblink below: SSIP Forum Members – SSIP</p>	
<p>7.8 Trade accreditations requirements are as detailed in Section 1 - Scope.</p>	

5.0 General Service Requirements

All MKCC Contractors will:

Ref	Item
1	Ensure all staff are trained to appropriate standards in the delivery of all services, operational requirements and use of all materials and equipment and that all training records are kept up to date and relevant to all regulations and appropriate standards as detailed under Section 4.
2	Report any obvious building defects/issues to the MKCC HMI team. Such defects should be reported immediately from site by your operatives.
3	Report any tenancy, vulnerabilities or safeguarding issues using MKCC reporting terminology to be confirmed during mobilisation.
4	Normal working time is defined as 7.00am - 5.30pm, Monday to Friday (excluding Bank Holidays).

6.0 Programme Requirements

Ref	Item
A	Anticipated Contract Award Date: 22 July 2025
B	Anticipated Contract Commencement: 22 August 2025
1	The contract will be for an initial two year duration, with the option for MKCC to extend for a further two years.
2	As indicated in the Technical Specification 8A, door demand will be driven by:
2.1.	Our on-going fire door inspection programme.
2.2	Replacements arising from our Repair and Maintenance Works and Services Contract.
2.3	Replacements in connection with our on-going Decent Homes Standards planned works programme.
2.4	Replacements arising from our Fire Risk Assessment Programme.
3	Doors will be fitted in accordance with the response times detailed in Section 8A.
4	For a number of reasons, accurate replacement door volumes are difficult to forecast. However, for tender purposes, we have made some assumptions and these are detailed in the Pricing Document.

7.0 Mobilisation Activities	
Anticipated Mobilisation Period	
From Contract Award to Contract Start Date:	4 Weeks
Contractor prices should allow for the following activities in the mobilisation period:	
Ref	Item
1 - Pre- Contract/Introductory Meeting	To allow team introductions and to set key lead in milestones
	To be held at MKCC Civic Office
	Account Manager to be in attendance.
	Process Manager to be in attendance
2 - Pre- Contract Process Training/Workshop	To run through salient process requirements to ensure efficient operational delivery and resident engagement.
	To be held at MKCC Civic Office
	Account Manager to be in attendance.
	Process Manager to be in attendance
3 - H&S Questionnaire /Info Gathering Exercise	Contractor to complete at their office and return to MKCC.
	Contractor to supply addition H&S documentation as requested.
4 - Documentation	Provision of a Project Directory detailing all key Contractor personnel contact details including office, mobile, emails, and relevant out of hours contact details.

28. Workmanship & Housekeeping	
Section 8 - Workmanship & Housekeeping	
1.0 General	
1.01	All work is to be carried out in accordance with the specifications and the general requirements detailed under the 'Code of Practice' documents and set under 'Methods'.
1.1	The Contractor shall ensure that all relevant sections of the 'Code of Practice' are read and understood by all workers.
1.2	All of the workmanship is to be carried out to the current British Standards (relating to workmanship).
1.3	When using adhesives and bonding materials or other adhesive materials, the Contractor must ensure that adequate ventilation is introduced in accordance with manufacturer's instructions.
1.4	All work is to be carried out with the minimum inconvenience to the resident.
1.5	Clear dust sheets and appropriate floor covering will be always used to protect the floor coverings and belongings in all parts of the property affected by areas where floor repairs may have to be carried out by or on behalf of the Contractor.
1.6	The completion date includes any steps necessary to be completed on site.
1.7	The Contractor shall ensure that safe access is maintained to all areas of the site at all times as per the Operational Specifications (see Tab 6A).
1.8	At the end of each working day, the Contractor shall ensure that the site is safe and stable.
1.9	The work is to be carried out in accordance with the following:
1.9.1	Survey of the existing site and building.
1.9.2	Measurement and setting of new doors and windows.
1.9.3	Provision of a safe working area around the work area.
1.10	Ensure that no damage is caused to the property internally and externally. The Contractor's attention is drawn specifically to the need to protect facias and frames of windows and doors. If any damage is caused to the property, the Contractor shall be responsible for the cost of repair.
1.11	Any necessary measures to protect the occupants' safety and frames within the surrounding area for the duration of the works must be taken into account.
1.12	Any existing telephone cables, aerial cables and the like must be carefully undressed from existing frames and re-roped to suit a suitable location using new cable or of an appropriate size and colour. Any cables passing through a framed or active point shall be routed through a hole in the door's certification.
1.13	Door entry systems (if installed) (where applicable) should be tested and checked immediately after installation. If these are not working at any stage, the Contractor shall be responsible for the rectification.
1.14	On completion of the installation of each door or screen, including frames, handles and all other surfaces are to be cleaned and degreased. All components are to be level for correct fitting, satisfactory clearance, adjustment of hinges, locks etc. as may be necessary to achieve the units in accordance with the manufacturer's instructions.
1.15	All work on good of plaster works and finishing up of decorations is to be completed as part of the door replacement.
1.16	Any damaged brickwork and timbers, including actual or suspected wet or dry rot, subsides, disintegrated during the progress of the works, however slight, shall be reported to MCCC.
2.0 Workmanship	
2.1	Except where otherwise stated workmanship is to comply with British Standard Codes of Practice and in line with manufacturers and product certification on the materials used.
2.2	A satisfactory standard of workmanship will be expected particularly regarding accuracy of dimensions, joints, joints, levels and the quality of surface finishes. The Contractor shall do everything necessary to ensure that the standard of workmanship is as high as is reasonably practicable and as required by the contract. Any poor quality workmanship is to be reported to MCCC immediately for the contractor to rectify to the satisfaction of MCCC.
3.0 Survey & Requirements	
3.1	The Contractor shall ascertain on site the exact dimensions of openings before manufacture of the screens and doors. The Contractor will allow for the fitting of the door into the opening and the relative positions of the door to the surrounding structure. The Contractor shall also ascertain the location of any existing services and the relative positions of the door to the surrounding structure. The Contractor shall also ascertain the location of any existing services and the relative positions of the door to the surrounding structure.
3.2	It is recommended that surveys are undertaken by surveyors employed by the fabricator or installation or in line with the requirements of the relevant standards.
3.3	Each and every structural opening shall be measured including checks for squareness by measuring diagonals. The reports from the survey and every structural opening is that of the Contractor and no claims or acceptance for ill-fitting doors or deviations in the structure will be entertained by the Authority. Allow for any items in the vicinity of the opening and for out of square openings. This is to include the manufacture of doors as necessary.
3.4	Both internal and external dimensions checks are to be undertaken to ensure the correct fitting and alignment of doors.
4.0 Durability	
4.1	All components and materials shall, in so far as is practicable, remain corrosion resistant and free from abrasion, cracking, staining, discoloration, deterioration or other defects during the life of the door.
5.0 Installation	
5.1	The removal of existing screens and doors must be programmed to ensure that units are removed only if they are to be replaced within the same working day (immediately on removal) the existing doors together with any debris associated with the removal of the existing units is to be cleared away on an appropriate location. At the end of each working day, the Contractor shall be responsible for the removal of any debris and shall through the door to the working area to ensure that the site is safe and stable.
5.2	On removal of the existing screens and doors, the reveal surfaces of the opening are to be checked to remove all existing frame, mastic, sealant, mastic, mastic, mastic and other debris. The masonry surrounding the opening is to be checked to ensure that the opening is true and square. A condition that will prevent the opening of the door is to be reported to MCCC immediately for the contractor to rectify to the satisfaction of MCCC.
5.3	Debris and materials are to be removed and for removal as necessary and tucked into the floor cavity.
5.4	Frames should not be over-tightened as to distort the frame. The installation should be installed true and square to the reveal and without twist or sagittal movement.
6.0 Colour	
6.1	Door colours will be discussed during the mobilisation period with a range of colours to be made available for MCCC approval to ensure uniformity.
7.0 Security	
7.1	A uniform approach to the provision of locks is to be taken to all fire doors to ensure security and access for relevant individuals. Details are provided below and referenced in the relevant specification as required. Details to be discussed at mobilisation.
7.2	The Contractor shall refer to MCCC the following details to be taken:
7.3	Fire Entrance Doors (including Staircase Landings) - Front Entrance Doors to individual Properties (Individual Non-suites) locks are to be fitted in line with relevant fire regulations.
7.4	Fire Entrance Doors (Staircase Landings) - Front Entrance Doors to individual Properties (Staircase Landings) have a suited lock system in place. Where a suited lock is in place the barrel existing barrel is to be utilised with the new door. Where the suited lock barrel is not able to be utilised a replacement fire door (to be fitted) must be provided in addition to the door and MCCC will work with the supplier to ensure that the door is suitable for the location.
7.5	Fire Exit Doors - Rooms that do not contain a gas or electrical meter and are assigned to a property within a block for the storage of personal items - individual (Non-suites) locks are to be installed.
7.6	Residual Gas Electrical Cupboards with individual Meters (containing meters for an individual flat only) - F81 (Suites) locks are to be installed.
7.7	Domestic Gas Electrical Cupboards (containing meters for multiple flats) - F81 (Suites) locks are to be installed.
7.8	Landlord Meter Cupboards (containing multiple meters on one F81 Suite) locks are to be installed.
7.9	MCCC Controlled Areas (Doors to areas under the control of MCCC or by a gas or electrical meter, office, plant rooms, boiler rooms etc.) are to be agreed in time of installation with a view to a uniform approach across MCCC blocks. Multiple locks may be required due to door types installed (timber, metal composite).
8.0 Door Furniture - Numbering Plates	
8.1	All replacement doors are to include suitable Numerical/Letter/Name Plates in line with the doors certification that identify the individual property or location of the new door.
8.2	Fire Entrance Doors - All fire entrance door numerals are to be fire rated and consist of either numbers or numbers and letters to reflect the property address.
8.3	Fire Exit Doors - All fire exit doors are to be identified either by number or a letter. These are to be sequential throughout individual blocks. Where missing from doors being replaced or where there are inconsistencies throughout a block then requirements are to be confirmed by MCCC prior to installation.
8.4	Residual Gas/Electrical Cupboards with individual Meters - All cupboards containing either a Gas or Electrical Meter (or both) for an individual property are to be identified either by a number or a letter. These are to be sequential throughout individual blocks. Where missing from doors being replaced or where there are inconsistencies throughout a block then requirements are to be confirmed by MCCC prior to installation.
8.5	Domestic Gas/Electrical Cupboard (location of meters for multiple properties) - All cupboards containing multiple meters (either a Gas or Electric or both) for multiple properties are to be identified either by a number or a letter. These are to be sequential throughout individual blocks. Where missing from doors being replaced or where there are inconsistencies throughout a block then requirements are to be confirmed by MCCC prior to installation.
8.6	MCCC Controlled Areas - Doors to areas under the control of MCCC which will include but not be limited to boiler rooms, office, plant rooms, boiler rooms etc. (where applicable) are to be identified either by a number or a letter. These are to be sequential throughout individual blocks. Where missing from doors being replaced or where there are inconsistencies throughout a block then requirements are to be confirmed by MCCC prior to installation.
8.7	Non-powered Assisted Doors
8.8	Doors to be fitted for suspension for the resident and to consider any frailty or vulnerability issues, particularly with regard to closing devices and/or power assisted devices.
8.9	Where power assisted devices are installed on a door requiring replacement the equipment is to be re-used and only replaced if opened malfunctioning or would affect the door's operation.
8.10	In line with 'AS 5 - General Service Requirement Section 3' The Contractor should take into consideration the vulnerability of residents when supplying doors for replacement. Where the Contractor identifies potential vulnerabilities that may result in a resident requiring a power assist to be installed on a door the Supplier is to inform MCCC prior to production. The installation process, or other measures and a plan for such instances will be agreed in the mobilisation period.
8.11	Any doors identified as requiring a power assist device may be subject to a formal assessment by Occupational Health prior to install, as such - these instances the Contractor should obtain the written approval from MCCC prior to proceeding with door replacement. Door replacements may not be to be delayed while the assessment is completed or replacement delays would need to be taken into consideration for the installation of a power assist device at a later date.
8.12	Any fire entrance door must be within a fire rated scheme and have a fire rating and be fitted with a power assist device can be installed in the fire rated scheme requiring a fire door replacement (i.e. allowances should be made in the design of the door being installed to ensure there is suitable space to facilitate the attachment of a power assist device to the door).
8.13	The Contractor shall ensure that all work with third parties for the provision and installation of doors from external suppliers.
8.14	Where doors (non-powered assist) devices are installed by a third party as part of the installation of a new fire door by the Contractor, the Contractor is to identify the installation of the fire door as part of the installation of the new fire door.

3. Technical Specification

Section C - Performance Specification for New Fire Rated Timber Flat Entrance Doorsets (Including Secondary Means of Escape Doors) FDS/RS and FDS/PS

3.0 Overview

The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.1 Installation Guidelines

The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.2 Doors to be fitted for purpose for the residence to consider any fire or safety issues, particularly with regard to closing devices and/or power-assisted devices.

3.3 In line with the details above, where power-assisted are installed on a door requiring replacement the equipment is to be replaced and only replaced deemed non-functioning or with effect the conformity of the replacement door. Where power-assisted doors are identified as non-compliant for instance, the MADC representative must be contacted at the time of survey. The installation process, ongoing monitoring and sign-off for such instances will be agreed in the mobilisation period. See 'Task 95: Maintenance & Handovering, Section B.C - Power/Non-Powered AS 5563 Doors

3.4 If relevant, doors are to be stored on site during installation in accordance with manufacturer's instructions and recommendations. If the Contractor finds instances of limited space or anticipated relevant storage difficulties, the MADC representative should be contacted at the time of survey to arrange alternative arrangements to be made.

3.5 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.6 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.7 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.8 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.9 A comprehensive post-installation check is to be undertaken to ensure doorsets complete with all ancillaries is correctly fitted and functioning. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.10 All the safety information including installation and maintenance instructions are to be provided to the MADC representative on completion of the installation, including appropriate evidence of each stage of installation.

3.2 Required Hardware

3.2.1 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.2.2 Tested to BS 476 part 22: 1977 or EN 1634-1: 2014 as a complete doorset (cases with side frames (glazed or solid) and top frames (glazed or solid) or solid) or EN 1634-3: 2004 for smoke. Test must include positive and negative chamber pressures including 10:7:75 and 10pa results. Primary Test Evidence Only

3.2.3 Tested to BS 6873 parts 1 & 2 (top and bottom door set assembly). Primary Test Evidence Only

3.2.4 Tested and certified to EN 1634-3: 2004 for smoke. Test must include positive and negative chamber pressures including 10:7:75 and 10pa results. Primary Test Evidence Only

3.2.5 Tested to EN 1634-3: 2004 for smoke. Test must include positive and negative chamber pressures including 10:7:75 and 10pa results. Primary Test Evidence Only

3.2.6 Tested to EN 1634-3: 2004 for smoke. Test must include positive and negative chamber pressures including 10:7:75 and 10pa results. Primary Test Evidence Only

3.2.7 Tested to EN ISO 12077-2: 2012 for thermal transmittance. Declaration of Performance to be provided and to meet the standard of EN 1435-1 Windows and External Glazing. Primary Test Evidence Only

3.2.8 Tested to BS EN 1435-1 Windows & External Glazing. Declaration of Performance to be provided and to meet the standard of EN 1435-1 Windows & External Glazing. Primary Test Evidence Only

3.3 A glazing in top frame and/or side frame is to contain glazing to BS EN 1288 - 214 minimum double glazed - (4) (DGU). The overall UGJ must also contain fire rated glazing, with a fire rating on and the glazing unit to provide a value of 1.7 or less. The complete top frame / side frame must be fire tested to BS 476 part 22: 1977 or EN 1634-1: 2014 as part of a complete assembly. Primary Test Evidence Only

3.4 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

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3.9 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.10 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.11 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.12 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.13 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.14 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.15 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.16 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.17 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.18 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

3.19 The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications. The Contractor shall ensure that the doorsets are installed in accordance with the relevant standards and specifications.

7 - Technical Specification	
Ref	Section D - Performance Specification Specific to New Fire Rated Screens and Doors to Communal Areas FD30(S) and FD60(S)
1.0	Tenderers are to state name/details of proposed supplier in pricing schedule.
1.1	Doorsets – both single and double are to be tested to:
1.1.1	BS476 part 22 1977 or EN1634-1:2007 for 30/60 minutes as applicable.
1.1.2	EN ISO 10140-2 2010 for acoustics.
1.1.3	EN1634-3 :2004 or BS476 Part 31.1 for smoke. Test must include positive and negative chamber. Pressures including 10 / 25 and 50pa results.
1.4	All side frames (glazed or solid) and top frames (glazed or solid) must be tested as part of a complete assembly. Global Assessments will not be accepted unless based on Primary Test evidence.
1.5	The door and closer must demonstrate compliance with BS7300 as well as fire safety regulations (Part B) whilst considering Part M of the building regulations.
1.6	The doorset must be able to be tailored to maximise the opening width under part M.
1.7	The doorset must adhere to the opening and closing forces of BS9266. Evidence to be provided.
1.7	The doorset must demonstrate good maintenance management for MKCC's R&M provider. The design of the doorset is to be suitable for installation with the minimum of disruption to Residents. Modular structures are preferred – but these must demonstrate fire resistance in a large full scale fire test.
1.9	The doorset must include the following as standard where relevant, all of which must be subject to full scale UKAS accredited testing:
1.9.1	Door Closer -concealed overhead door closer
1.9.2	Drop down seal
1.9.3	Fire signage as applicable should be included. This is to include signage indicating the direction of travel to the means of escape, and screw on door signage appropriate to the door usage including but not limited to, Caution Automatic Door, Push/Pull, Fire Door Keep Shut etc.
1.9.4	Kick plates
1.9.5	Push plates
1.9.6	D handle
1.9.7	DDA compliant glazed vision panel to include manifestation where applicable.
1.9.7	Acoustic seals
1.9.9	Combined intumescent/cold smoke seals
1.9.10	QR Code as supplied by MKCC
1.10	Where existing hold open devices are in place, the Contractor's installation process is to allow to re-use such devices. Any such instances should be reported to the MKCC representative at the time of survey. The Contractor will be required at time of installation to liaise with MKCC's approved fire alarm contractor to manage any fire alarm issues at the time of installation.
1.11	Where performance standards are stipulated the doorsets must demonstrate successful compliance.
1.12	Doorsets must be tested as part of a 3 rd Party UKAS certified fire scheme.
1.13	Doorsets must have undergone testing at a UKAS accredited test laboratory.
1.14	Colour to be confirmed with MKCC representative at the time of survey (though mainly like for like), but Contractor must be able to supply painted and or veneered doorsets. See Section 7B Workmanship and Housekeeping 6.1
1.15	Doorsets to be installed by 3 rd Party certified installer
1.16	Certificate of Manufacture to be provided with each door.
1.17	Certificate of Installation to be issued with each door.
2.0	Locks
	Please refer to Tab 7B - Workmanship and House Keeping, Section 7.0 Locks
3.0	Door Furniture - Number/Letter Plates
	Please refer to Tab 7B - Workmanship and House Keeping, Section 8.0 Door Furniture - Number/Letter Plates
4.0	Power/Non-Powered Assisted Doors
	See Tab 8B Workmanship & Housekeeping Section 9.0 - Power/Non-Powered Assisted Doors

7 - Technical Specification	
Ref	
	Section E - Performance Specification for New Fire Rated Service Cupboard Doors to Landlord Controlled Services FD30(S) and FD(60)S
1.0	Tenderers are to state name/details of proposed supplier in pricing schedule.
1.1	Doorsets – single or double doorsets are to be tested to:
1.1.1	BS476 part 22 1977 or EN1634-1:2007 for 30 or 60 minutes as relevant.
1.1.2	EN ISO 10140-2 2010 for acoustics.
1.1.3	EN1634-3: 2004 for smoke. Test must include positive and negative chamber.
1.1.4	Pressures including 10 / 25 and 50pa results.
1.2	All side frames (glazed or solid) and top frames (glazed or solid) must be tested as part of a complete assembly. Global Assessments will not be accepted unless based on Primary Test evidence.
1.3	Internal doors which are not exposed to the elements are to be timber. Any door which is exposed or partly exposed to the elements should be an equally approved non-timber door.
1.4	Locks to all doors where MKCC only access is required are to be FB2 or suited system to be agreed (Rooms under control of MKCC e.g. Boiler rooms, communal gas/electric meters etc)
1.5	Any Sheltered Scheme locks are to be discussed with the MKCC representative at the time of survey.
1.6	The design of the doorset is to be suitable for installation with the minimum of disruption to Residents. Modular structures are preferred – but these must demonstrate fire resistance in a large full-scale fire test.
1.7	The doorset must include the following as a standard, all of which must be subject to full scale UKAS accredited testing:
1.7.1	Photoluminescent 'FIRE DOOR KEEP LOCKED' signage. This should be commercial available screw on signage appropriate to door use.
1.7.2	Kick plates on the outer face of the door
1.7.3	DDA compliant glazed vision panel if required
1.7.4	Acoustic seals
1.7.5	Hardwood threshold to allow for floor covering (if present) and uneven floor levels.
1.7.6	Combined intumescent/cold smoke seals.
1.7.7	QR Code as supplied by MKCC
1.9	Where performance standards are stipulated the doorsets must demonstrate successful compliance.
1.10	Doorsets must be part of a UKAS 3 rd party certified fire scheme.
1.11	Doorsets must have undergone testing at UKAS accredited test laboratory.
1.12	Colour to be determined by the MKCC and will be discussed during mobilisation - See Tab 7B - Workmanship & Housekeeping Section 6.1
1.13	Doorsets to be installed by 3rd Party certified installer
1.14	Certificate of Manufacture to be provided with each door.
1.15	Certificate of Installation to be issued with each door.
2.0	Locks
	Please refer to Tab 7B - Workmanship and House Keeping, Section 7.0 Locks
3.0	Door Furniture - Number/Letter Plates
	Please refer to Tab 7B - Workmanship and House Keeping, Section 8.0 Door Furniture - Number/Letter Plates

7 - Technical Specification	
Ref	Section F Performance Specification for Composite Fire Door (FD30), Fire-Rated Sidelight and/or Side Panel (FD30), Top Panel and Fanlight (FD30)
1.0	Scope of Work
1.1	Tenderers are to state name/details of proposed supplier in pricing schedule.
2.2	Supply, delivery, and installation of a composite fire-rated FD30 doorset, Sidelight and/or Side Panel, Top Panel and Fanlight, including necessary ironmongery and certification. Works shall include preparatory tasks, installation, finishing, and commissioning in compliance with the stated standards.
2.0	General Requirements
2.1	All works, materials, and installation shall comply with:
2.1.1	Current British Standards (BS) and relevant Codes of Practice.
2.1.2	Approved Document B (ADB), Fire Safety: Building Regulations 2010 (as amended).
2.1.3	The Regulator Reform (Fire Safety) Order 2005.
2.1.4	Manufacturer's guidelines and specifications.
2.1.5	DDA regulation.
2.1.6	Permadoor or equally approved door.
3.0	Certification and Marking
3.1	All components must be third-party certified under schemes such as Certifier or BM TRADA Q-Mark.
3.2	Labels indicating fire rating must be affixed to each door leaf, panel, and glass.
4.0	Installation Requirements
4.1	Installed by certified fire door installers in compliance with BS 7214 (Code of Practice for fire door assemblies).
4.2	Door gaps to be within tolerances specified in Approved Document B (typically 2-4 mm).
4.3	Intumescent and acoustic seals must be correctly positioned and continuous.
5.0	Quality Assurance and Commissioning
5.1	Upon completion, the installer shall conduct a site inspection and testing.
5.2	Fire door certification and maintenance documentation to be provided in line with the specification see 7A Operational Spec 5.0, 6.0, 7.0.
5.3	Handover shall include guidance on routine inspections and maintenance in compliance with Approved Document B and fire risk assessments in line with the specification see 7A Operational Spec 5.0, 6.0, 7.0.
	Technical Requirements
6.0	Composite Fire Door
6.1	Minimum FD30 (30-minute fire resistance) certified to BS 476: Part 22 or BS EN 1634-1.
7.0	Material
7.1	High performance composite door leaf, reinforced with a solid timber core or other approved fire-resistant materials.
7.2	Weather-resistant GRP (Glass Reinforced Plastic) outer skin with thermal insulation properties.
7.0	Dimensions
7.1	As per site measurement. Ensure compliance with Approved Document M for accessibility.
9.0	Glazing (if applicable):
9.1	Fire-rated glazing conforming to BS EN 1364-1.
9.2	Glazing must have intumescent seals.
9.3	Maximum glazed area: as per manufacturer's fire certification.
10.0	Ironmongery
10.1	CE-marked fire-rated hardware, including hinges, locks, latches, handles, and closers.
10.2	Door closer: Tested to BS EN 1154 with self-closing mechanism.
10.3	Intumescent seals installed in compliance with manufacturer's guidelines.
11.0	Frame
11.1	Hardwood or composite fire-resistant frame, factory-fitted with intumescent strips.
11.2	Tested as part of the overall assembly for fire resistance.
12.0	Finish and Colour
12.1	Finish: Factory-applied paint or foil finish, tested for durability to BS EN 927.
12.2	Colour: As per authority specification or RAL colour chart. - See Section 7B Workmanship and Housekeeping 6.1
13.0	Fire-Rated Side Panel and Fanlight
	Fire Resistance
13.1	Minimum FD30 rating (30 minutes).
	Material
13.2	Compatible with the fire door, constructed of fire-resistant materials, and tested in conjunction with the door assembly.
	Glazing
13.3	Toughened and laminated fire-resistant glass tested to BS EN 14449.
13.4	Intumescent seal integration for the glass unit.
14.0	Locks
	Please refer to Tab 7B - Workmanship and House Keeping, Section 7.0 Locks
15.0	Door Furniture - Number/Letter Plates
	Please refer to Tab 7B - Workmanship and House Keeping, Section 8.0 Door Furniture - Number/Letter Plates
16.0	Power/Non-Powered Assisted Doors
	See Tab 8B Workmanship & Housekeeping Section 9.0 - Power/Non-Powered Assisted Doors

9 - Helpdesk Activity

Not Applicable.

10 - Meeting Requirements

Ref	Item
1 - MKCC - Contractor Review Meetings	<p>Progress review meetings will take place monthly. Progress review meeting frequency will be increased/decreased subject to on-going performance review.</p> <p>Review meetings will be via Teams but subject to performance, face to face meetings may be requested.</p> <p>Subject to Contractor performance, MKCC reserve the right to convene one off meetings, and/or to increase/decrease the review meeting frequency.</p>

11 - Key Personnel

The following key points with the associated responsibilities, will be required for the duration of the contract. During the mobilisation period, names and full contact details are to be provided by the Contractor for each of the positions.

Ref	Item
	To act as senior point of MKCC contact.
	To have a sound understanding of both technical and contract specific process requirements.
1 - Account Manager	To have an understanding of MKCC order/programme status at any given moment..
	To be available for query/issue escalation.
	To attend monthly and one off meetings.
	To supply requested management data and report.
	To act as day to day point of contact for helpdesk, compliance and finance queries.
2 - Process Manager	To have an in depth, working knowledge of all MKCC process requirements.
	To have an in depth understanding of MKCC order status for both helpdesk (if relevant) and compliance works at any given moment.
	To attend monthly and one off meetings.
3 - Director responsible for Health & Safety	Director ultimately responsible for H&S as detailed in Section 4.0.
4 - Operational point of contact for H&S.	Operational, day to day point of contact for H&S as detailed in Section 4.0.

12 - Key Performance Indicators - KPIs

As detailed in Section 1 - the Scope of the Specification, MKCC are looking to form a transparent and open relationship with all their appointed suppliers. The KPIs represent a simple measure to ensure that our specified requirements and processes are being correctly implemented resulting in mutual success. Our aim is to work with all suppliers to ensure that fulfilment of the KPIs is business as usual and a result of solid operational performance. However, in the event of simple operational requirements not being met, the KPIs will reflect this and there in turn, impact upon contract terms and conditions.

There are six simple KPIs that will be measured each month as detailed in Table 2 below. Each KPI clearly relates to an item/s in the specification as clearly detailed in the KPI table. Accordingly, the KPIs should be read in conjunction with the relevant part of the specification.

The KPIs operate on a pass/fail basis. If the KPI is a pass, the supplier will score the relevant point total detailed in column F of the KPI table. Different KPI measures have different point totals reflecting the KPI weighting based on our perception of their impact upon contract performance. The number of points each month will then be totalled and converted into a percentage to show the monthly KPI score. Suppliers will be monitored against the Monitoring Criteria table 1.

The KPI table will be completed each month by MKCC prior to the monthly meeting based on supplier data, relevant submissions and performance in the month. The KPIs will then be discussed in the monthly meetings (this will be a standard agenda item) with MKCC clearly highlighting any failures directly in line with the relevant specification terms.

The KPIs are designed to enable the supplier to improve their performance, in line with Table 1 - KPI Monitoring Criteria

Table 1 - KPI Monitoring Criteria

Monitoring Measure	Outcome
For 3 Consecutive Months, the supplier scores less than 80% for the monthly KPI total.	Client reserves the right to implement the contract remediation process as set out in the Terms and Conditions, clause 39.

Table 2 - Key Performance Indicators

KPI No.	KPI refers to the following Section/Tab of the Specification	Description	Scoring Criteria			Monthly Scores		
			Criteria	Pass	Fail	Month 1	Month 2	Month 3
1	Technical Specification Section - Tab 8A	Refrigerant Doors						
		Emergency replacement doors installed in accordance with item 5.2 (within 4 hours, replacement/temp door installed within no more than 24 hours of report) - anticipated to be low in volume.	Pass/Fail	1	0			
		Door Install Tracker						
		6.1. Continually maintain tracker in accordance with item 6.1.	Pass/Fail	1	0			
		6.4. Submit all supporting documentation detailed in item 5 with 14 days of door installation	Pass/Fail	1	0			
2	Technical Specification Section - Tab 8A	6.5. Achieve 90% of installations (excluding emergency) in line with target date and as documented in the tracker.	Pass/Fail	2	0			
		MKCC Audit:						
		7.1. MKCC Desktop Audit - Adherence to specification for a minimum of 80% of submitted install documentation.	Pass/Fail	1	0			
		7.2. Installation site checks, audit template to be agreed at mobilisation	Pass/Fail	3	0			
		7.2. Meet with MKCC representative on site in accordance with 7.2, within 24 hours if required	Pass/Fail	1	0			
3	Technical Specification Section - Tab 8A	7.3. Rectify any proven installation issues within seven days of notice from MKCC.	Pass/Fail	2	0			
		Customer Feedback						
		9.0. Provision of customer feedback levels of 90% or more in line with item 9.0	Pass/Fail	1	0			
		Complaints Handling						
		11.0. 100% Adherence to complaints handling requirements in line with tab 7, item 16	Pass/Fail	1	0			
4	Technical Specification Section - Tab 8A	Health & Safety						
5	Technical Specification Section - Tab 8A							

All Items	Adherence with the Health & Safety requirements as detailed under Section 4.	Pass/Fail	1	0											
Total			14	0			0	0							
			Total Possible Score as a Percentage	100			0	0							



Invitation to Tender.

Contract Title: Fire Door Replacement

Contract Reference: 2025-134

CDP Unique identifier (UI) number: ocds-h6vhtk-0504e6

Contents.

- 1. Introduction to Milton Keynes and its Council**
- 2. Tender timetable**
- 3. Tender Completion Information**
- 4. Tender Evaluation Model**

1.0 Introduction and Background.

1.1 Contents of the ITT

Procurement of: Fire Door Replacement

Contract Reference: 2025-134

This document has been prepared by Milton Keynes City Council to present the Council's requirements and provides details to Tenderers for this tender process.

This invitation to tender (ITT) document should be read in conjunction with the following documents:

- **2025-134 Fire Door Replacements - Procurement Specific Questionnaire (PSQ)**
- **PSQ Guidance Document**
- **Conflict of Interest – Supplier**
- **Annex 1 - HRA Fire Door Replacements Specification**
- **Annex 2 - Fire Door Replacement - Code of Practice**
- **Annex 3 - Response Template - Fire Door Replacements**
- **Fire Door Replacement - MKCC Terms**
- **Pricing Document - Fire Door Replacements**
- **Commercially Sensitive Information**

This Invitation to Tender contains further information about the procurement process, and assessment questions for tenderers to complete. Each tenderer's response should be detailed enough to allow the Council to make an informed selection of the most advantageous tender.

Following review of the documents included within this ITT, if you wish to submit a tender you must read all documents and complete the following:

- Procurement Specific Questionnaire.
- Your response to the Quality Questionnaire as requested in (SECTION 4).
- The Pricing Schedule in full.
- Form of Tender.
- Anti-Corruption and Anti-Collusion Certificate.
- Conflict of Interest - Supplier.
- Commercially Sensitive Information - Statement of reason for any information in the tender marked as commercially sensitive.

Prior to submitting a tender, it is the responsibility of Tenderers to register on the [central digital platform](#) and provide CDP Share Code to the Council. This is to ensure that the core supplier information is current and to allow the Council to determine whether any exclusion grounds apply.

This ITT consists of the documents listed above and the information held on the Council E-Tendering Portal; In-Tend relating to this procurement. The detail of this ITT and all associated documents is to be treated as private and confidential and for use only in connection with this tender process. Copyright of all tender documents, including any amendments or further instructions, shall remain with the Council.

1.2 Introduction to Milton Keynes and its Council

A product of the new town's movement in 1967, today Milton Keynes is one of Britain's fastest growing places, with a global reputation for smart city projects from delivery robots to electric cars. A thriving urban centre sits alongside market towns and rural areas, with much of the borough connected by grid roads and pedestrian/cycling 'Redways'. Around 35% of MK is green space.

Milton Keynes City Council has served as MK's unitary authority since 1997, when it took on services previously delivered by Buckinghamshire County Council. The Council runs more than 250 services from waste collection to highways maintenance. Around two thirds of its £200m budget goes into care and support for vulnerable adults and children. The council's organisational values are, *we are dedicated, we are respectful, and we are collaborative*.

The work of the council is described in its [Council Plan](#). The Plan sets out how Milton Keynes City Council will deliver our [Strategy for 2050](#), which is our long-term vision for our city and the future, seeking to ensure that everyone in Milton Keynes can lead happy, healthy lives.

1.3 Procurement Process

This procurement is being undertaken via the Open procedure as permitted under Section 20 of the Procurement Act 2023.

These instructions are designed to ensure that all Tenderers receive equal and fair treatment. It is important that you provide all the information asked for in the format and order specified.

Tenderers should read these instructions carefully before completing the tender response. Failure to comply with the completion and submission requirements may result in the rejection of the Tender. Submission of your tender using the E-tendering portal will be deemed to indicate that the Tenderer accepts these requirements of participating in the procurement process.

The information contained within this document should be regarded as a statement of the Council's current position as it is able to determine at this time. Tenderers must carefully examine and consider the tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a Tender, Tenderers shall be deemed to have read and understood all of the tender documents.

1.4 Scope of the Project

MKCC is required to meet all statutory obligations in relation to our Housing stock. The Housing stock asset management function is controlled by the MKCC Housing Maintenance and Investment (HMI) team.

Accordingly, this tender package encompasses:

Fire Door replacements for block properties include dwelling entrance, internal communal, service cupboard doors, and loft hatches.

All sites are within the Milton Keynes postal code region. Any sites which fall outside of this region will be advised in the mobilisation period.

1.5 Contract Term

The Council proposes to enter into a contract with the successful tenderer (**Service Provider**) that will be for an initial term of 2 years with an option for the Council to extend for 2 years unless terminated in accordance with the Conditions of Contract.

The anticipated contract commencement date is 22nd August 2025.

The form of contract is included as part of this invitation to tender pack. The successful tenderer will be expected to enter into a contract with the Council in the form of the contract upon contract award.

1.6 Purpose and Scope of this ITT

This ITT:

- Asks tenderers to submit their tenders in accordance with the instructions set out in this ITT.
- Sets out the overall timetable and process for the procurement to tenderers.
- Provides tenderers with information to enable them to submit a compliant tender.
- Sets out the award criteria and the tender evaluation model that will be used to evaluate the tenders.
- Explains the administrative arrangements for the receipt of tenders.

1.7 Clarifications about the Services or ITT

Any clarifications relating to this Invitation to Tender must be submitted through the correspondence function of the e-tendering portal (In-Tend). The Council intends to conduct this procurement in a way which is fair, transparent and does not risk distorting competition nor unfairly discriminates for or against a tenderer. Accordingly, the answers to questions raised by tenderers shall be disclosed to all other tenderers unless both the questions and answers relate only to the solution proposed by the tenderer asking the question and is commercially sensitive.

The Council will respond to all clarifications as soon as possible but cannot guarantee a minimum response time. The Council will publish all clarifications and its responses through the clarification function of In-Tend to all suppliers. It will be the responsibility of the tenderer to monitor the portal for the latest activity. If a tenderer wishes the Council to treat a clarification as commercially sensitive and not issue the response to all tenderers, it must state this when submitting the clarification. If in the opinion of the Council, the clarification is not commercially sensitive, the Council will inform the tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all tenderers. The Council shall not be liable to the tenderer for any consequence of such publication.

The deadline for receipt of clarifications relating to this procurement or this ITT is set out in paragraph 2.1. The Council shall be under no obligation to respond to questions or requests for clarifications raised after the applicable deadlines.

Tenderers are advised not to rely on communications from the Council in respect of this procurement or ITT unless they are made in accordance with these instructions.

1.8 Clarifications about the Contents of the Tenders

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a tenderer's tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly and no later than any timescales given in the clarification communication. Any clarification response which does not adhere to this requirement will not be taken into account in evaluating the tender.

1.9 E-Tendering Portal

All portal related queries regarding access to, completion and submission of the procurement documents must be directed to the Portal Helpdesk using the following contact details:

Phone: [REDACTED]

E-mail: [REDACTED]

Tenders must be submitted via the Authorities e-Tendering portal, In-Tend.

Please note, the e-tendering portal, In-Tend does not accept files with the same file name.

2.0 Tender Timetable.

2.1 Key Dates

This procurement will follow a clear, structured and transparent process to ensure that all tenderers are treated equally, fairly and transparently.

The key dates for this procurement are currently anticipated to be as follows:

Activity	Deadline
Deadline for Tenderers Queries	28 April 2025
Deadline for Milton Keynes City Council Response to Tender Queries	02 May 2025
Tender Submission Deadline	12 noon; 13 May 2025
Standstill Begins (Anticipated)	11 June 2025
Standstill Ends (Anticipated)	18 June 2025
Resident Consultation / Engagement	19 June 2025 – 21 July 2025
Contract Award (Anticipated)	22 July 2025

2.2 Deadline for Receipt of Tenders

Tenderers are responsible for the submission of their tender in the manner prescribed under paragraph 3.1 no later than the deadline. Tenderers are advised to allow sufficient time to

submit their response. It is recommended that the tenderer allows time for a final check to be undertaken prior to the relevant submission deadline. It will not be possible for a tenderer to upload any further information after the submission deadlines for the Tenders. I.T problems within a tenderer's own system will not be considered reasonable grounds for late submission.

The Council will not consider any tender response received after the stated deadline and failure to submit a response by the deadline will result in exclusion of the bidder from participating any further in this procurement. The Council may, however, in its own absolute discretion extend any of the deadlines and in such circumstances the Council will notify all tenderers of any change.

2.3 Contract Award

The Council intends to award a single contract on the basis of a tender submitted in accordance with the instructions below. The Council reserves the right not to make an award at all.

The contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained no contract will be entered into.

Once the Council has reached a decision in respect of a contract award, it will notify all tenderers of that decision and provide for a standstill period in accordance with the Procurement Act 2023 before entering into any contracts.

2.4 Assessment Summary

In line with the requirements of the Procurement Act 2023, the contract award notification will be sent to each tenderer in the form of an assessment summary. All unsuccessful tenderers will receive their own bid assessment summary. The Council will inform all unsuccessful tenderers of the identity of the most advantageous tenderer and provide the assessment summary of that tenderer.

An 8 working days standstill period will be undertaken.

2.5 Contract Publication and Key Performance Indicators

As per the requirement of the Procurement Act 2023, any contract with an estimated total contract value of £5million and above must be published online via the central digital platform. The council is also required to set at least three key performance indicators that will also be published including Contractor's performance against these KPIs. Tenderers are therefore required to identify and clearly mark on each section or each page, any information within their tender which they consider to be commercially sensitive and therefore should

not be published. Tenderers are discouraged from marking as commercially sensitive information that is in fact not commercially sensitive and separately, are required to provide a statement with their tender submission as to why they consider that the information so marked is commercially sensitive.

The three key performance indicators that will be published are contained in Schedule 12 of the conditions of contract.

3.0 Tender Completion Information

3.1 Formalities

All tenders are to be submitted through In-Tend by the deadline.

As a minimum the following are expected to be provided:

- Form of Tender. Where the tenderer is a company, the tender must be signed by a duly authorised representative of that company. Where the tenderer is a consortium, the tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case the signatory must have and should state that it has consent and authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, it should sign and give its name in full together with the name under which it is trading.
- Completed Pricing Schedule.
- Collusive Tendering Certificate.
- Anti-Canvassing Certificate.
- Completed Conflict of Interest form
- Response to the Quality Criteria Questions.
- Completed Procurement Specific Questionnaire.
- Completed Commercially Sensitive Information - Statement of reason for any information in the tender marked as commercially sensitive.
- All supporting documentation as required as part of the Tender submission.

The tenderers shall adhere to the following requirements when submitting Tenders:

- Embedded documents within other documents will not be accepted, tenderers must upload separate copies of the embedded documents.
- All documents shall be clearly titled.
- All pricing documents must be uploaded separately in an excel format supplied by the Council and not embedded within any other documents.
- The tender must be in English.

The tender must be clear, concise and complete in relation to each question and overall, tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the deadline.

3.2 Submission of Tenders

- Each tenderer must submit one Tender.
- Each Tender must be capable of being accepted by the Council in its own right.
- Each Tender must meet the Council's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the tender itself.

3.3 Contract Terms

The contract terms are provided as part of this Tender. By submitting a Tender, tenderers are agreeing to be bound by the terms of this ITT and the contract, as may be amended by the Council during tender, without further negotiation or amendment.

Tenderers may ask clarification questions pertaining to the terms of contract during the permitted Tender clarification period. Where the Council accepts any requests to amend any published terms of contract, then such amendments shall be published through the clarifications function of In-Tend and shall apply to all tenderers. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable.

3.4 Documents Forming the Contract

Without limitation, the following documents shall form part of the contract between the Council and the successful tenderer:

- Completed tenderer's condition of participation questionnaire.
- Contract and its schedules.
- Specification.

- Any schedules or documents (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on) which are supplied by the Council as part of the tender.
- A pricing document (s) (as completed by the successful tenderer).
- Successful tenderer's responses to the tender requirements (including quality requirements).
- A list of any commercially sensitive information.

3.5 Consortia and Sub-Contractors

The Council requires all tenderers to identify whether and which sub-contracting, or consortium arrangements apply in the case of their tender, and in particular specify the share of the contract it intends to sub-contract, any proposed sub-contractors, and who the tenderer intends the Council to contract with.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies who come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Council.
- **Sub-contracting arrangement.** Groups of companies who come together specifically for the purpose of bidding for appointment as the Service Provider but envisage that one of their number will be the Service Provider, the remaining members of that group will be sub-contractors to the Service Provider.

3.6 Warnings and Disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, the Council, will not accept any liability for its accuracy, adequacy, or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a tenderer proposes to enter into a contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

3.7 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006- Not Applicable

Potential Providers are advised that the Council believes that the transfer of undertakings (protection of employment) regulations 2006 and/or European Communities acquired rights directive 77/187 do not apply to this contract at its commencement.

3.8 Confidentiality and Freedom of Information

This ITT is made available on condition that its contents (including the fact that the tenderer has received this ITT) are kept confidential by the tenderer and that it is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the tenderer to submit a Tender.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Council shall treat all tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Council's transparency obligations.

Therefore, tenderers are responsible for ensuring that any information it is considered confidential or commercially sensitive information, has been clearly identified to the Council in accordance with paragraph 2.5 above.

3.9 Publicity

No publicity regarding this procurement or the award of any contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Council. The word 'media' includes, without limitation, radio, television, other broadcast media, newspapers or other print media, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

3.10 Conflict of Interest

Tenderers are responsible for ensuring that no conflicts of interest exist between the tenderer and its advisers, and the Council and its advisors. Any tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

- The Council will exclude an organisation if there is a conflict of interest which puts the organisation at an unfair advantage in relation to the procurement and the advantage cannot be avoided or the organisation does not take steps that the Council considers are necessary in order to ensure the organisation is not at unfair advantage. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic, or other personal interest, which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.
- Where the tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise, they should inform the Council of this as soon as possible by completing the Conflict of Interest document (whether before or after they have submitted a Tender). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Council if any new circumstances or information arises, or there are any changes to information already provided to the Council. Failure to do so, and/or to manage any conflicts of interest properly, may result in a Tender being rejected.
- Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the tenderer.

3.11 Council's Rights

The Council reserves the right to:

- Waive or change the requirements of this invitation to tender from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a tenderer's submission.
- Disqualify any tenderer that does not submit a compliant tender in accordance with the instructions or procedural requirements in this invitation to tender.
- Disqualify any tenderer that is responsible for any serious misrepresentation in relation to its tender, expression of interest, the conditions of participation or the tender process.
- Reject a tender where the supplier or an associated person is on the debarment list by virtue of a mandatory exclusion ground.
- Reject a tender where the supplier or an associated person is on the debarment list by virtue of a discretionary exclusion ground.

- Reject a tender where the tenderer intends to subcontract the performance of all or part of the contract to a supplier that is on the debarment list or is excluded or excludable.
- Reject a tender from a tenderer who is determined by the minister of the Crown to be a threat to national security.
- Reject a tender on grounds of improper behaviour in accordance with section 30 Procurement Act 2023.
- Disqualify any Tenderer that has canvassed an officer, member or agent of the Council in connection with the tender.
- Reject tenders which are late.
- Reject abnormally low tenders.
- Reject tenders that are incomplete.
- Reject tenders that are qualified i.e. tenders which include reservations or statements made to limit liabilities if the tenderer is given the contract.
- Reject Tender where there has been a change in identity or control of the Tenderer such that in the Council's reasonable opinion, the Tenderer is no longer the same entity as was originally selected to participate in the tender process.
- Withdraw this invitation to tender at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any contract as a result of this procurement process.
- Make whatever changes it sees fit to the timetable, structure, or content of the procurement documents and/or process before the tender submission deadline.

3.12 Bid Costs

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

3.13 Variant Bids

Variant bids will not be accepted.

3.14 Withdrawing from the Tender Process

If during any stage of a Tender, a tenderer decides that it cannot continue to participate in the procurement, for whatever reason, the tenderer shall write to the Council via the e-tendering portal to advise of its withdrawal from the procurement process. In its response, the tenderer must provide a clear statement that all electronic and hardcopy versions of Tender documentation have been deleted and/or destroyed as applicable.

3.15 Canvassing

Any tenderer who, in connection with the opportunity:

- directly or indirectly offers any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser for the Council in connection with the opportunity; or
- does anything which would constitute a breach of the Bribery Act 2010 or under Section 117 of the Local Government Act 1972; or
- directly or indirectly canvasses any persons associated with the Council such as Councillor, Officer or Agent in connection with the opportunity; or
- directly or indirectly contacts any Councillor, Officer or Agent prior to any contract being awarded about any aspect of the procurement opportunity in a manner not permitted by this ITT (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer for the purpose of the opportunity); or
- directly or indirectly obtains or attempts to obtain information from any Councillor, Officer or Agent

will be disqualified from this procurement (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

3.16 Non-Collusion

Any tenderer (which shall include its directors, employees, sub-contractors, Consortium members, advisors or companies within its group) who, in connection with the opportunity:

- fixes or adjusts the amount and/or content of its initial Tender and/or final Tender (as applicable) by or in accordance with any agreement or arrangement with any other Tenderer; or
- enters into any agreement or arrangement with any other tenderer or sub-contractor or Consortium member that it shall refrain from making initial Tenders and final Tenders (as applicable) or as to the amount of any initial Tenders and final Tenders (as applicable) to be submitted; or
- causes or induces any person to enter such agreement as is mentioned in either paragraphs above or to inform the tenderer of the amount or approximate amount of any rival initial Tender and final Tender (as applicable) for the opportunity; or
- shares, permits or discloses to another person, access to any information relating to the Tender (or another Tender to which it is party) with any other person;
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Initial Tender and/or Final Tender (as applicable) or proposed Initial Tender and/or Final Tender (as applicable)

for the opportunity any act or omission except where such acts are undertaken with persons who are also participants in the tenderer's Tender, such as sub-contractors, Consortium members, advisers or companies within its group, in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security; or

- communicates to any person other than the Council the amount or approximate amount of its proposed initial Tender and/or final Tender, as applicable or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the initial Tender and/or final Tender (for example, for insurance or a parent company guarantee),

may be disqualified from participation in the procurement (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability that such conduct by a tenderer may attract). Tenderers are required to return the Anti-Collusion Certificate referred to in Tender Questionnaire / Tender Questionnaire – Further competition / MKC Questionnaire for use with SQ with their Initial and/or Final Tender (as applicable).

The Council may require a tenderer to put in place any procedures or undertake any such action(s) that the Council in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

3.17 Bid Validity

Bids shall remain open for acceptance for a minimum of 120 days.

3.18 Real Living Wage

Tenderers should be aware when submitting their pricing that Milton Keynes City Council is a Real Living Wage Foundation (LWF) Employer and the Contractor shall be required to pay at least the Real Living Wage, as defined within the conditions of Contract, to all its employees who are 18 years and above, are employed in connection with the Contract and who meet the Real Living Wage Criteria.

The Real Living Wage Criteria means circumstances where an individual (contractor's or sub-contractors' staff) works at any premises which are either owned, occupied, managed or maintained by the Council for at least 2 hours per day over a period of 8 consecutive weeks in a year.

Tenderers are also notified that the Real Living Wage rate is reviewed annually in November and may increase. Where the rate increases, the Contractor is required to implement such changes no later than 6 months from the date of official announcement of such increase. It

will be the responsibility of the Contractor to ensure that they are up to date with any such changes and that they are complying with the stated requirements.

3.19 Guarantees

3.19.1 Performance Bond

The Council requires a Performance Bond where the value of contract during its term is estimated to be at least £500,000 for construction contracts and £1,000,000 for other types of contracts.

Given the estimated value of contract which is being procured, a performance bond is required for the Contract. Where a performance bond is required, the successful tenderer must maintain in force a performance bond in the form provided by the Council with these tender documents (Schedule 9 of the conditions of contract) and with a guarantor approved by the Council for the period of the contract in a sum equal to 10% of the total tender value. The performance bond shall be required by no later than the starting date of the Contract unless the contract states otherwise.

Notwithstanding the estimated value of the contract, the Council reserves the right to require a contractor to provide a performance bond at any time where there is concern about the financial stability of the contractor.

3.19.2 Parent Company Guarantee (PCI) – Not Applicable

3.20 Sub-contractor/Supply Chain Payment Terms

Tenderers should be aware that during the term of the contract, the successful tenderer must comply with requirements of Section 68 (2) to 68 (5) inclusive as implied by Section 73 of Procurement Act 2023. The Council may require the successful tenderer periodically to provide information of its compliance with these provisions and such information if requested will be required within 5 working days.

4.0 Tender Evaluation Model.

4.1 Assessment of Tenders

The object of the evaluation model is to assess tenders and determine the organisation that will deliver the contract to the Council. In accordance with the Open Procedure being applied on this procurement, this ITT invites Tenderers to submit a Tender that will comprise of two distinct stages of assessment to be undertaken in a single stage:

Stage One - Procurement Specific Questionnaire (PSQ)

The PSQ is provided as part of this tender pack.

The PSQ will assess potential suppliers to establish if they are to be treated as an “excluded” or “excludable) supplier in accordance with Section 57 and 58 of the Procurement Act 2023. The PSQ will also include questions that will assess the Tenderer’s legal and financial capacity or technical ability to perform the contract. Only Tenderers that successfully pass all the questions will be considered further.

The PSQ consists of three parts:

- Part 1 – Confirmation of core supplier information via the Central Digital Platform.
- Part 2 – Additional exclusions information including self-declarations as to whether any exclusion grounds apply.
- Part 3 – Condition of Participation that relate to a suppliers legal and financial capacity or technical ability.

In order to successfully satisfy the requirements of the PSQ on this procurement, Tenderers must:

- Provide all requested information.
- Meet all mandatory requirements pass/fail questions.
- Respond to all discretionary requirements.

Please refer to the PSQ guidance document for further detail and the methodology of how each question will be assessed.

If all aspects of this part of the stage are passed, then the submission will be subject to the price and qualitative evaluation. Any potential Supplier who does not meet these minimum standards will not proceed to the next stage of the evaluation and will be excluded from the Tender process.

Stage 2 - Award Criteria

All tenderers shall provide information, which demonstrates their understanding of, and ability to meet the specification.

Any contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most advantageous tender (MAT) to the Council.

The Award Criteria are:

- 60% Quality.
- 40% Price.

Scores are arrived at following the application of the evaluation criteria set out below to the tenderer's Tender. The tenderers are ranked on the total score achieved with the highest total score being ranked first. The tenderer ranked first will be awarded the contract.

To ensure that tenders are evaluated on a consistent basis it is essential that responses are made to all the requirements listed in the evaluation criteria within this document and are clearly numbered (using the numbering scheme given in section 4.2) and referenced to the specific evaluation criteria. Tenderers are required to give clear, concise answers to the questions. Answers should not be cross-referenced (except where expressly requested) but should be self-contained. The tenderers are required to provide a full answer covering all information requested for each question and provide supporting information, if any, in the format requested.

The tenderer shall note when preparing its response that the Council cannot assess the submission using any information not supplied by the tenderer in response to this process. The tenderer shall not assume that the Council will be supplementing the content of the tenderer's submission with any information that may already be in the Council's possession, except where the Council has stated they will be using information in the public domain.

Each tenderer should note when preparing its response that the Council shall not evaluate the tender submission using any information supplied by the tenderer outside of this procurement process. Unclear tenders may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the tenderer of the terms set out in this ITT. The Council reserves the rights to seek clarification but is not obligated to seek any clarification.

The tender evaluation model showing the evaluation criteria and the maximum scores attributable to them is set out below.

Criteria	Weighting
Quality	60%
Price	40%
Total	100%

4.2 Quality Questions – 60%

The quality evaluation of bids will utilise the award criteria and weightings as demonstrated below in response to the questions as posed.

Where clearly stated in the evaluation criteria the response must be submitted in accordance with the word/page limits specified for each question. Tenderers should be aware that the page limits, where specified, are a maximum and tenderers are encouraged to be concise and efficient in their responses whilst fully addressing the questions. Responses are in size 11 Calibri font with single spacing and with margins fixed at 1.5cm top, bottom and sides. Any plans, diagrams and drawings should be legible and relevant and will form part of the word/page limit.

Level 1 Criteria	Level 1 Weighting	Level 2 Criteria	Question Weighting	Tender Submission Documents used to Assess Criterion
1. Competency	20%	<p>1.1 Making specific reference to the Specification, please demonstrate your level of technical competency. Your response should demonstrate the competency of both your company and people.</p> <p>Page Limit: One side of A4</p>	100%	Completed Annex 3 - Response Template - Fire Door Replacements
2. Contract Delivery	20%	<p>2.1 Please detail your approach to managing the delivery of our Fire Door replacement requirements as per our specification. Please support your response with evidence of where you have done this for a local authority or public sector body for a portfolio of a similar size and footprint where lessons</p>	100%	Completed Annex 3 - Response Template - Fire Door Replacements

		<p>learnt can be implemented to the benefit of our Fire Door Replacement programme.</p> <p>Page Limit: One side of A4</p>		
3. Resident Engagement	15%	<p>3.1 Please outline how you will ensure that communication with residents is appropriate, conduct is managed, complaints responded to and any concerns about tenants identified, escalated and reported to MKCC, including safeguarding and vulnerabilities.</p> <p>Page Limit: One side of A4</p>	100%	Completed Annex 3 - Response Template - Fire Door Replacements
4. Door Installations	20%	<p>4.1 We recognise that public sector demand for fire door manufacturer and door installation is high given the increase in Regulatory requirements over recent years. Please describe how you will work with your labour pool and supply chain to ensure that our installation lead in times detailed in the specification are continuously met.</p> <p>Page Limit: One side of A4</p>	100%	Completed Annex 3 - Response Template - Fire Door Replacements
5. Quality Control of Process	15%	<p>5.1 Quality control of supporting installation documentation in accordance with the Specification is critical to our survey programme. Making reference to key items in the specification (tabs 8A-E) and the KPIs, please describe how your processes support documentation quality and timely submission throughout the installation lifecycle.</p> <p>Page Limit: One side of A4</p>	100%	Completed Annex 3 - Response Template - Fire Door Replacements
6. Health & Safety	10%	<p>6.1 The Council requires the appointed provider to be a responsible Health & Safety employer. To that extent, please outline how you will ensure that the contract is delivered in line with H&S employer requirements including where any risks to Health & Safety are identified, mitigated, monitored and</p>	100%	Completed Annex 3 - Response Template - Fire Door Replacements

		<p>reported to the Authority with reference to our specification and KPIs.</p> <p>Page Limit: One side of A4</p>		
Total	100%			

All tenders will be assessed against the questions above. The evaluation panel will be made up of:

Question 1	<ul style="list-style-type: none"> • Project Manager • Housing Compliance Lead • Housing Works Supervisor
Question 2	<ul style="list-style-type: none"> • Project Manager • Housing Compliance Lead • Housing Works Supervisor
Question 3	<ul style="list-style-type: none"> • Housing Repairs and Maintenance Programme Manager • Building Safety Information Lead
Question 4	<ul style="list-style-type: none"> • Project Manager • Building Safety Information Lead • Housing Compliance Lead
Question 5	<ul style="list-style-type: none"> • Building Safety Information Lead • Housing Repairs and Maintenance Programme Manager • Housing Performance & Improvement Manager
Question 6	<ul style="list-style-type: none"> • Housing Compliance Lead • Health and Safety Officer • Housing Works Supervisor

The Council may make changes to the evaluation panel provided that evaluation is conducted by a suitably qualified panel and tenderers are treated equally, fairly and transparently. Tenderers will be notified of any such changes.

Each member of the evaluation panel will evaluate all tender submissions independently from each other. They will provide a score against each quality criteria question with comments as to the reasons for the score that is given.

Following the conclusion of all individual evaluations of each tenderers submission the procurement lead will receive all evaluation sheets and schedule a moderation meeting between all evaluators. The moderation meeting will be chaired by a member of the Procurement Team, and this will be the first time that evaluators are made aware of each other's scores.

The purpose of the moderation meeting is to facilitate a discussion to agree a single score and agree the comments for the score agreed. Moderated scores will not be averaged, nor the mean score used. All evaluators will agree a single score and the reasons why in the moderation meeting. The agreed score and comments will be recorded in the moderation meeting and used to determine a tenderers overall tender score.

The following criteria shall be used when evaluation the quality criteria submissions:

Score	Definition
0	Unacceptable / No response No response at all or insufficient information provided in the response such that the solution is not capable of assessment and/or is incomprehensible
1	Poor (Limited compliance but major areas of weakness and/or concern) A response that is inadequate or only partially addresses the question. The response fails in several significant areas to set out a solution that addresses and meets the Council's requirements: little or no detail (and, where evidence is required or necessary, only limited evidence) has been provided to support and demonstrate that the Tenderer will be able to deliver the Project and/or fundamental reservations as to the deliverability of the Tenderer's proposals.
2	Acceptable (General compliance with requirements, but with one or more areas of weakness) A response that adequately addresses the question. The response sets out a solution that adequately addresses and meets the Council's requirements: with some detail (and, where evidence is required or necessary, with an acceptable level of evidence) provided to support the solution and demonstrate that the Tenderer will be able to deliver the Project and/or some (but not fundamental) reservations or weaknesses as to the deliverability of the Tenderer's solution.
3	Good (Substantial compliance with only minor areas of weakness) A good response that addresses all aspects of the question. The response sets out a solution that largely addresses and meets the Council's requirements, with a good level of detail (or, where evidence is required or necessary, a good level of evidence) provided to support the solution and demonstrate that the Tenderer will be able to deliver the Project; only minor reservations or weakness in a few areas as to the deliverability of the solution.
4	Excellent (Fully compliant with requirements) A very good response that addresses all aspects of the question in detail. The response sets out a robust solution that fully addresses and meets the Council's requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution and demonstrate that the Tenderer will be able to deliver the Project; no reservations and provides full confidence as to the deliverability of the solution.

All questions will be scored against the definitions showed in the table above.

Responses may score any whole numbers as per the scoring table.

To ensure the relative importance of the evaluation criteria are correctly reflected in the overall scores, the weighting criteria shown at 4.2 above will be applied. The score for each evaluation sub-criteria will be divided by maximum marks available for the question and multiplied by the sub weighting (%) of the question, to provide a weighted score (%) for that question.

For example, if the sub weighting for the question is 20%, the maximum marks available are 4 and the tenderer is marked a '2', their weighted score (%) for that question will be:

$2/4 \times 20 = 10.00\%$

The weighted scores of quality questions will be added to give a total weighted score for the Level 2 criteria of the quality requirements.

The weighted quality score will then be converted into the Level 1 criteria score using the following calculation:

Level 1 section quality score = (Sum of questions weighted quality score/maximum total Level 2 weighted quality score) x Level 1 section weightage

The sum of weighted quality scores of all sections within Level 1 will then be converted into the quality weighted scored using the following calculation:

Quality weighted score = (Sum of level 1 weighted quality scores/maximum total Level 1 weighted quality score) *Quality weighting

A minimum quality threshold of a score of 2 out of available 4 for questions 1.1, 2.1, 3.1, 4.1, 5.1 and 6.1 of the quality criteria must be met in order for a tender submission to be taken forward to full quality evaluation and the Price evaluation stage.

4.3 Price Criteria – 40%

The price evaluation of bids will utilise the award criteria and weighting as demonstrated below.

Criteria	Weighting
Four Year Model Cost - Carried to Summary 1 (Doors & Screens)	80%
Four Year Model Cost - Carried to Summary 2 (Non Schedule Items)	15%
Four Year Model Cost - Carried to Summary 3 (Additional System Support)	5%
Total	100%

Price payable by the Council will be evaluated in accordance with below. The tenderer providing the lowest price to the Council will be awarded maximum points and all other tenderers will be awarded points on a pro-rata basis as shown in the table by way of an example:

Tenderer	Cost to Council (£m)	Calculation	Points (up to two decimal points)
Tenderer 1	2.00		40.00%
Tenderer 2	2.20	$2.0/2.2 \times 40\%$	36.36%
Tenderer 3	2.40	$2.0/2.4 \times 40\%$	33.33%
Tenderer 4	2.80	$2.0/2.8 \times 40\%$	28.57%

Should the pricing evaluation have more than one section attributed within it, each section will be assessed using the above methodology incorporating the weighting per line as shown.

Evaluation Result Tie

The MAT (quality + price) score will be calculated up to two decimal points. In the event of a tie i.e. where more than one highest scoring Tenderers score same MAT score up to two decimal point, the Council will award the Contract to the Tenderer scoring higher Quality score will be taken forward to Stage 3 – Financial Capacity check.

4.4 Stage 3 – Financial Capacity Check

Financial risk assessment will be carried out for the Tenderer scoring highest MAT score. Where there are financial concern, the Council, may, at its discretion, seek further information and explanation before elimination from the procurement process.

Where a potential tenderer has indicated that they are relying on another supplier to act as guarantor (associated persons), this assessment shall be carried out on them. If they fail to meet the minimum requirements, the potential tenderer will be required to replace the guarantor (associated persons). The timescales given for this will be at the discretion of the Council. If a replacement cannot be provided within the required timescales, the potential tenderer will be excluded from the process.

Risk mitigations will be proportionate to the risk identified and the criticality of the contract, such as insurance, guarantees and bonds.

In the event that the preferred tenderer does not meet the Council's financial risk assessment and is unable to provide mitigations to the satisfaction of the Council, the tenderer will be excluded from the process and the Council will approach the next highest-ranking tenderer.

Overview

The following items are to be read in conjunction with the specification.

1.0 Security / Safety / Protection

1.1 Risk of Injury to Persons and Property

The Contractor must provide for the efficient protection of the public and the occupants and users of the premises and adjoining premises during the progress of the door replacements included in or to be done in connection with this Contract and the Contractor shall, for this purpose, guard and protect their plant, tools and materials, and take all necessary measures to prevent accidents. This includes the consideration of the profile of residents where work is being undertaken.

1.2 Site Security

The Contractor will be responsible for securing upon the completion of the door replacement or whilst the premises are unattended or at the end of each working day, the doors and windows of unattended premises, including the reinstatement of temporary door and as necessary.

The Contractor shall provide all protection, security and lighting required to carry out of the door replacement.

The Contractor shall ensure that the dwelling including any adjoining dwellings and its contents are completely secure from theft, vandalism, etc, and at no time are left unsecured. The Contractor shall allow for all necessary security measures including prevention of access from scaffolding or similar means. Any loss or damage caused by the Contractor's failure to comply with this will be made good by the Contractor, to the entire satisfaction of the Authority at the Contractor's own expense.

The Contractor shall warn occupiers and the public of dangerous operations, materials and plant, chemicals and of freshly applied materials by securely fixing warning notices in accordance with the Health and Safety (Safety Signs and Signals) Regulations 1996.

1.3 Nuisance

The Contractor shall not obstruct any public right of way or shared access and shall not interfere with any right of way or light to adjoining dwelling.

1.4 Control of Noise

The dwelling and adjoining and surrounding dwellings will be in occupation during door replacements and the Contractor is to carry out door replacements without causing unnecessary disturbance to the occupants.

Any claim for loss or damage shall be entirely the responsibility of the Contractor, and no part of any claim shall fall to the Authority.

The Contractor shall make every endeavour to keep construction noise to the minimum. All power tools shall have efficient silencing jackets. Where replacements are likely to be prolonged or disruptive, the Contractor shall inform neighbouring occupants before commencing the work.

The Contractor's attention is also drawn to The Control of Noise at Work Regulations 2005 and The Control of Vibration at Works Regulations 2005.

The Contractor shall effectively ensure that no waste removed from the site is deposited, dumped or fly-tipped in whole or in part in any lane, street or premises whatsoever (except in the case of lawful disposal). The Contractor shall make their employees and any subcontractor fully aware that dumping or fly-tipping in any form or place is strictly prohibited and would render the Contractor liable to prosecution. The Contractor shall produce whenever required, satisfactory evidence that waste has been handled and disposed of as per Environmental legislative requirements, including carriage. The Contractor shall be responsible for the observance of this Section by any subcontractors employed in the execution of the Contract.

1.5 Protection and Drying

The Contractor will be responsible for and is to allow for drying out and controlling the humidity of the works immediately before handover of completed works, including works of subcontractors.

The Contractor's attention is particularly drawn to the descriptions in the British Codes of Practice and any Manufacturer's Recommendations which call for special requirements in respect of methods of curing, laying and maintenance of materials.

The Contractor shall provide all necessary appliances, labour, supervision, fuel, electricity, water, insurance, attendance and maintenance and everything necessary to comply with these requirements.

The Contractor is to allow for protecting any areas affected by the works and to address any impact. This will include external areas, for example, protecting and preserving all trees / shrubs and treating or replacing any trees or shrubs damaged or removed without approval. It will also include internal areas, for example providing sufficient protection where food is prepared to prevent penetration of building materials, dust etc. The affected areas shall be cleaned down sufficiently to allow food preparation to commence.

1.6 Stability of the Work

The Contractor shall permit nothing to be done likely to injure the stability of the work or structure and no cutting through walls or floors will be allowed unless agreed with the Authority in advance. The Contractor will be held responsible for all damage arising through carelessness or if approval is not gained.

1.7 Identification Cards

The Contractor shall provide each operative or any of their subcontractors with an identity card which shall bear the holder's passport sized photograph and full name together with the date of issue, the Contractor's name and telephone number. The identity card shall be enclosed in clear vinyl and be permanently sealed. The Contractor will be responsible for the cost of producing the identity cards.

Identity cards will be permanently on display and automatically shown to Residents prior to entering their dwelling. They must be produced at any time on request of the Authority's staff or Residents.

The Contractor shall maintain a register of all identity cards that have been issued, which shall be available for inspection by the Authority. The list will be updated at monthly intervals.

The Contractor will also be required to ensure that all identification cards are returned to the Contractor on the expiration of the Contract or when an operative leaves their employment. Failure to recover an identification card will result in the requirement to re-issue all identification cards to the Contractor's operatives in a different format at the Contractor's expense.

The Contractor shall indemnify the Authority against the misuse of any identity card in whatsoever way.

All operatives employed by the Contractor shall always wear PPE bearing the Contractor's name. The Contractor's sub-contractors are expected to be professionally presented to a similar standard.

1.8 Protection of Residents' Furniture and Fittings

The Resident shall be responsible for moving and replacing any furniture and fittings where necessary for the execution of the work, including any small items of value.

If the furniture and fittings are to remain in the same room as the door replacement being carried out, the Contractor shall properly cover such items with clean and adequately sized dust sheets and protect them from dirt and splashes.

The Contractor may be asked to move and replace furniture and fittings and empty the contents of any units on behalf of vulnerable Residents or where the Authority deems necessary. The Contractor shall agree the extent of removal and the conditions of such furniture and fittings with the Resident before commencing the work and the Contractor is to obtain a signed disclaimer from the Resident indemnifying the Contractor and the Authority against any liability regarding any damage to the furniture and fittings being moved. Failure to agree the extent of removal and the condition, and to obtain a signed disclaimer is to be reported to the Authority.

The Contractor shall allow for employing, as necessary, specialists to take up and relay all carpets or vinyl disturbed during the execution of the works. The Contractor shall agree the extent of the removal and the conditions of such floor coverings with the Resident before commencing the door replacement and the Contractor is to obtain agreement from the Resident indemnifying the Contractor and the Authority against any liability regarding any damage to the floor coverings being moved. Failure to agree the extent of removal and condition and to obtain a signed disclaimer is to be reported to the Authority. The Contractor is not responsible for lifting and relaying the Resident's laminate or tiled flooring.

The Contractor is to take before and after photographs of the work and work area.

The Contractor is to provide, maintain and remove any temporary screens required for the replacement of the fire door. The screens shall be dustproof and constructed of timber framing, clad one side with hardboard or other suitable material. The Contractor is to include for altering and adapting the temporary screens as required to suit progress.

Any claims for damage to any Resident's property are to be settled directly between the Resident and the Contractor although the Authority may advise the Resident as to the method and procedure for submitting any initial claim.

1.9 Fire Precautions

The Contractor must ensure they have accompanying suitable and sufficient risk assessment and method statement, permits to work and operative training and supervision. This is so that the Contractor ensures control measures remain in place when required.

The Contractor shall maintain the designated escape routes and exit doors within any building and always keep clear of materials and plant. The Contractor shall liaise with any Sheltered Scheme Managers / building managers in respect of precautions which should be taken for the safety of other occupants prior to commencement and whilst work is in progress.

Storage of combustible materials will be as limited as possible in tenanted dwellings. The Contractor is not to store combustible materials in internal communal spaces overnight. Any flammable or highly flammable materials on site must be minimised and not left unattended. The Contractor is to ensure they are managed in accordance with the relevant legislation, including the Dangerous Substances and Explosive Atmosphere Regulations.

The Contractor is to adhere to any guidance in the Authority's policies and procedures which relate to fire precautions which will be provided during mobilisation.

1.10 Safety of Children and Other Vulnerable Residents

The Contractor shall take all reasonable precautions to prevent injury to children by implementation of the measures set out in the Children Act 2004 including:

- Discouraging and preventing trespass including erecting an adequate perimeter fence.
- Taking precautions where perimeter fence is or is likely not to be effective or not possible.
- Immobilising and making safe all vehicles and plant.
- Stacking materials in a safe manner to prevent their easy displacement.
- Preventing access to elevated areas.
- Preventing access to electricity supplies and sources of energy.
- Preventing access to and safely storing hazardous materials.
- Erecting guarding to edges of excavations, etc.

The Contractor should not enter any occupied premises without an adult member of the household or a representative of the Authority in attendance.

The above will also apply to Residents who are vulnerable including persons who are mentally or physically infirm, or who have behavioural, sensory, speech or language difficulties.

2.0 Contractor's Organisation/Management

2.1 Supervision

The Contractor shall for the duration of this Contract employ all necessary supervisory staff to ensure adequate supervision of operatives. All supervisors shall be sufficiently qualified. All names of supervisory staff are to be made known to the Authority and are to be always contactable during working hours.

The Contractor is to make provision for sickness, holidays etc and to ensure that adequate number of persons are available to ensure continuity of work and completion in accordance with the programme.

2.2 Co-ordination

The Contractor may have to co-ordinate with other contractors and statutory undertakers. Where relevant, details of the need for such co-ordination will be included in the specification for an individual Task Order. Any costs associated with this will be agreed on a case by case basis.

The Contractor will be responsible for the proper co-ordination of all main services, other contractors and all statutory undertakings work etc, with the Contractor's own work and pay all relevant fees.

The Contractor will provide attendance including all builder's work in connection with services including marking up of any holes or chases and provisions of any sleeving requirements for pipes, conduits, ducts and the like.

2.3 Waste Disposal

The Contractor shall clear away all dirt and rubbish daily and superfluous material as they accumulate and keep the interior and exterior clean and tidy. All entrances, exits and paths are to be always kept clear.

The Contractor's attention is drawn to the regulations (Highways Act 1980, Sections 139 and 140) relating to the deposit and use of builder's skips on the highway. Should the Contractor wish to deposit a skip on the highway, the Contractor must apply to the Highways Works Department of the Local Authority for permission. If permission is granted the Contractor must ensure that the skip is deposited and used strictly in accordance with the Highways Works Department's conditions with particular attention being paid to positioning and lighting requirements. As the positioning requirements may not always be in the Contractor's preferred location, the Contractor must include in their pricing for all wheeling and barrowing etc.

Where it is necessary to temporarily deposit building materials or rubbish in the street, the consent of the Local Authority must first be obtained by making prior application in writing. Failure to do so may render the Contractor guilty of an offence and liable to the prescribed penalty.

Where, for good reasons, rubbish cannot be removed the same day, it shall be placed in a suitable location including all necessary protection and lighting, and removed promptly. Burning of items on site will not be permitted in any circumstances.

The Contractor shall comply with the Environmental Protection Act 1990 and exercise the duty of care required under Section 34. In addition, the Contractor shall comply, as appropriate, with the Control of Pollution (Amendments) Act 1989, the Controlled Waste (Regulations of Carriers and Seizure of Vehicles) Regulations 1991 and the Waste Electrical and Electronic Equipment (WEEE) Regulations. The Contractor is to provide consignment notes in respect of the disposal of all hazardous materials as required by the Environment Agency. The cost of providing these consignment notes is deemed included in the Contractor's rates.

All old metal or other second-hand materials occurring after the execution of the works are to become the property of the Contractor.

The Contractor is to re-cycle materials and to contribute to re-use schemes

Waste disposal is the Contractor's responsibility, and such costs should be included in the Contractor's rates.

2.4 Cleaning

The Contractor shall provide for cleaning, as necessary, all rooms affected by the works including sweeping and scrubbing floors, removing all dust, thoroughly cleaning worktops and hard surfaces, removing stains and leaving clean and tidy to the satisfaction of the Authority on completion.

Cleaning is the Contractor's responsibility, and such costs should be included in the Contractor's rates.

2.5 Vehicles and Plant

The Contractor shall provide and maintain all requisite vehicles, plant, machinery and equipment as necessary for the proper execution of the works and for subsequent maintenance and removal on completion of the works.

The Contractor shall always be fully responsible for licensing and for the payment of all licensing fees, taxes and insurances associated with the provision of vehicles, plant and equipment employed in connection with the proper execution of the works. When requested, the Contractor will be required to provide the Authority evidence of operatives' driving licences, insurances, servicing and inspection records.

The Contractor shall provide all items necessary to ensure compliance with their statutory responsibility in respect of safety, health and welfare including ensuring that applicable PPE is available and in use.

The Contractor shall obtain an Operator's Licence as necessary, including all necessary permissions. Employees are to be adequately trained before being allowed to operate vehicles and plant. The Authority may request to see evidence of an operator's competencies.

Vehicles and plant operations should be undertaken in a reasonable and workmanlike manner with appropriate health and safety precautions. Vehicles and plant should not cause unreasonable obstruction, annoyance, noise, fumes or dust to Residents or the public.

Power tools should be battery operated where possible. If cartridge operated fixing tools or electric equipment are required, then the Contractor should ensure suitable health and safety precautions are adopted.

All transport costs, travelling time, etc, is deemed to be included within the Contractor's rates.

2.6 Records / Drawings

The Contractor shall provide records / drawings/ QR codes of the work carried out to properties to allow the Authority to update their Asset database in accordance with the specification.

2.7 Resident Damage or Unauthorised Installation

If damage or unauthorised installation by a Resident is suspected, the Contractor must inform the Authority using the process agreed during mobilisation giving a description of the problem and why Resident damage or unauthorised installation is suspected, supported by photographic evidence. The Authority will consider if the damage should be recharged to the Resident. If a fault or repair is caused by an adjacent property or flat above/below, then the Contractor must inform the Authority in writing giving a description of the problem and if access is required to carry out the work. Damaged items, if possible, should be retained for showing to the Authority. The Contractor shall not discuss suspected Resident damage or unauthorised installation with the Resident.

2.8 “Do Not Visit Alone” Residents

The Authority will share a property list which flags to the Contractor if any of their allocated properties carry a known risk to personal safety, including those where an operative should not visit alone. This information is reviewed and updated as required. The cost of the additional operative will be valued using daywork labour rates for an unskilled operative.

If the Contractor encounters a particularly difficult or a potentially violent situation, they must leave the site immediately and contact the Authority as soon as possible.

2.9 Vulnerable Residents

Contractors should be aware that some Residents are from vulnerable groups and will require extra consideration. The Authority will share a property list which has alerts relating to vulnerable Residents. This information is reviewed and updated as required. The Contractor is required to monitor and review this list and advise the Authority of any additional vulnerable residents or change in circumstances.

2.10 Safeguarding

If the Contractor has any concerns relating to any Resident, these concerns should be fed back to the Authority.

To safeguard vulnerable adults and children, the Contractor is required to:

- Participate where requested in case reviews by the Local Safeguarding Board.
- Work in partnership within the framework of multi-agency public protection arrangements.
- Have in place a comprehensive training and development strategy to support its staff in the discharge of any responsibilities.
- Evidence training and development and confirm to the Authority that an annual review of Safeguarding has been undertaken.
- Attend training and briefings in relation to Safeguarding on request.
- Comply with the requirements and standards of the Disclosure and Barring Service (DBS); and
- Undertake DBS registration checks of all staff engaged in services where they regularly access vulnerable adults or children (see Section 5.14).

2.11 Disclosure and Barring Service Checks

Owing to the vulnerable nature of some of the Authority’s Residents and the access this Contract gives to their homes, the Contractor is to arrange the appropriate Disclosure and Barring Service checks of all operatives, including subcontractors, to ensure that they are suitable. Employees and operatives with unspent convictions will not be accepted. The Contractor is to provide evidence that the appropriate DBS checks have been undertaken.

2.12 Environmental and Sustainability Issues

The Contractor is to promote good environmental and sustainability practice throughout the Contract. The Authority’s Sustainability Strategy 2019-2050 can be found via the following link: [Our Net Zero journey | Milton Keynes City Council \(milton-keynes.gov.uk\)](https://www.milton-keynes.gov.uk/our-net-zero-journey).

3.0 Specific Limitations

3.1 Working Space

The Contractor shall take reasonable precautions to prevent operatives and subcontractors from trespassing on adjoining owner's property and any part of the premises which are not affected by the works. If the operatives must enter an adjoining property, the necessary permission shall be obtained by the Contractor before carrying out the works.

The Contractor shall confine their operations to the minimum area required and ensure that no permanent damage is caused to lawns, flower beds, plants, trees, pavings and verges during the progress of the Works.

Any damage caused shall be rectified at the Contractor's expense and to the satisfaction of the Authority and the Resident or private occupier.

3.2 Name Boards

The Contractor may not display a name board in relation to the Fire Door replacements.

3.3 Use of the Site

The site is not to be used for any other purpose other than the execution of the Contract.

3.4 Reinstatement of Site on Completion

The Contractor shall make good and reinstate in working order any existing security and hard-wired fire systems switched off, damaged or otherwise rendered inoperable.

3.5 Approval to Siting

Where required the Contractor shall obtain the Authority's approval to the temporary siting of materials.

3.6 Behavioural Code of Conduct

The Contractor is required to ensure the operatives follow a high standard of conduct when attending a Resident's property. This conduct should include:

- Being clean and properly dressed
- Arriving promptly as per the appointment time
- Always leaving sufficient time for a Resident to answer the door, particularly vulnerable residents
- Always leaving a No Access Card if the Resident is not in when access is required
- Always showing identification cards before seeking entry for the first time
- Taking off soiled shoes or boots before entering the Resident's home or using overshoes if necessary to maintain PPE requirements
- Discussing the work with the Resident on arrival and agreeing on how it is to proceed
- Being courteous to Residents
- Always using clean dust sheets to protect furniture, surfaces and belongings where mess is likely to result from the works

- Always using appropriate floor sheeting such as Correx where mess is likely to result from the works (ensuring that there are no trip hazards)
- Taking all reasonable steps to ensure the security of the Resident's property and possessions
- Observing any reasonable cultural or religious requirements the Resident may have
- Never using bad language or speaking in a way which may cause offence to any member of the community
- Not smoking or vaping in Resident's homes, gardens or communal areas
- Not playing radios or headsets or other audio equipment in Resident's homes
- Not using any of the Resident's facilities without their prior permission
- Always using mechanical dust extraction where excessive dust is likely to occur
- Always clearing up promptly any mess left because of the works carried out, including any necessary interim cleans
- Keeping the Resident regularly updated on the progress of the job, particularly when the work will require more than one visit to complete

The co-operation and goodwill of the Residents is vital to the success of this Contract and the Contractor maybe expected to co-operate with the Authority and Residents' Group where appropriate in liaison matters as necessary, and to adopt a polite and sympathetic attitude towards Residents, their families or visitors and neighbours. The Contractor's subcontractors will be expected to behave in a similar manner.

3.7 Private Work

The Contractor (and their subcontractors) shall not carry out any 'private' work on behalf of any tenants or leaseholders.

3.8 Alcohol and Drugs

No alcohol or drugs are to be brought onto the site or any Authority owned premises. No persons under the influence of alcohol or drugs will be allowed on site. The Contractor is expected to have policies and a disciplinary procedure for such incidents.

3.9 Pollution

The Contractor shall take all reasonable steps to prevent any pollution being caused by carrying out the replacement of Fire doors, including streams and waterways. If pollution occurs, the Contractor is to inform the appropriate authorities and the Authority without delay and provide them with all relevant information.

3.10 Car Parking

The Contractor is not to park or allow their employees or subcontractors to illegally park any vehicle on the public and estate footpaths, fire paths, and grass verges. Parking is only permitted in authorised parking areas, and the Contractor is deemed to have allowed in their tender for all parking costs.

The Contractor is to pay for any parking fines and such costs are deemed to be included in the tender.

3.11 Prohibited Materials

The Contractor shall not use or permit any subcontractor or supplier to use any high alumina cement, wood wool slabs, asbestos, calcium chloride, sea-dredged aggregates or other substances or materials not in

accordance with or against British Standards and/or Codes of Practice for the time being in force. Should any such substances or materials be incorporated into the works, the Contractor is to ensure that they are removed forthwith at no cost to the Authority and replaced with a compliant alternative.

3.12 Statutory and Other Regulations

The Contractor shall at its own expense comply with all statutory and other provisions to be performed and observed in connection with the services under this Contract and the business of the Contractor, and shall indemnify the Authority against any claims, actions, proceedings, loss, liability, penalties, costs or expense made or incurred because of any failure to comply.

4.0 Facilities / Temporary works

4.1 Sanitary and Welfare Accommodation

The Contractor is not to assume that they are able to use any of the Resident's facilities without prior permission.

4.2 Scaffolding

Any access scaffold is to be properly designed.

The Contractor will be required to manage the risks associated with access equipment and working at height as per The Work at Height Regulations 2005. The Contractor shall be responsible for the placing and rigging of the equipment, which shall be carried out to avoid any damage occurring to the building. Any permanent anchorages (e.g. 'D' shackles) provided on buildings have not been tested and are not to be used.

The Contractor shall allow the free use of any standings, scaffolding or platforms to all authorised employees of the Authority and employees of any other contractor employed by the Authority for the purpose of carrying out inspections and associated works.

The Contractor's attention is drawn to statutory restrictions (Highways Act 1980, sections 131, 171, 172 and 178) relating to erection of scaffolding on a pavement or highway. Should the Contractor wish to erect scaffold over or upon the public footway, the Contractor must apply to the Local Authority for permission to do so. If permission is granted, the Contractor must ensure that the scaffold is erected and maintained strictly in accordance with the Local Authority's conditions set out in the permit with particular attention being paid to requirements relating to lighting and the safety of pedestrians.

Where scaffold requires protection from lightning strike in accordance with BS 7671 and BS 6651, they shall be certified by a qualified electrical engineer, at commencement with regular testing and certificate at not less than monthly intervals. Copies are to be provided to the Authority on request.

The Contractor must make the Residents aware of locations of any access equipment.

The Contractor is to notify the Authority as soon as works are complete to enable access for post inspections. Scaffolding is to be removed within 5 working days following handover.

The internal lifts may be used by arrangement with the appropriate member of the Authority's staff for the conveyance of equipment and materials. On no account are any components to be thrown or dropped from buildings.

4.3 Temporary Works

The Contractor is to provide all necessary temporary barriers, for the safe and proper execution of the works, for protecting the public and the occupants.

4.4 Water for the works

The Contractor shall provide water for the whole of the works including that required by subcontractors. together with all necessary temporary connections, plumbing, storage, tools, fittings etc, give notice to the local water supply authority, pay all charges and clear away on completion and make good.

In the event of the Contractor wanting to take a supply of water from a Resident, the Contractor is to contact MKCC requesting permission. MKCC will contact the Resident and will notify the Contractor of the outcome.

The existing water supply in empty dwellings can be used, but any connections or re-connection charges must be paid for by the Contractor.

In the event of the Contractor taking a supply of water from public or communal areas, the Contractor is to arrange with the Scheme Manager or building manager for permission to use this supply and make good on completion.

4.5 Lighting and Power for the works

The Contractor and subcontractors should always use battery operated power tools or equipment. Batteries should be fully charged before attending site.

The Contractor shall provide all necessary and adequate temporary lighting and power including all necessary leads, lamps, and fittings, etc, and pay all charges for electric current or other fuel consumed and clear away and make good on completion.

All temporary electrical work shall comply with the Wiring Regulations 18th Edition BS7671:2018 issued by the Institution of Engineering and Technology and any subsequent amendments or editions, the relevant Codes of Practice, and the requirements of the appropriate Electricity Board.

In the event of the Contractor wanting to take a supply of electricity from a Resident, the Contractor is to contact MKCC requesting permission. MKCC will contact the Resident and will notify the Contractor of the outcome.

The existing electrical supply in empty dwellings can be used, but any connections or re-connection charges must be paid for by the Contractor.

In the event of the Contractor taking a supply of electricity from public or communal areas, the Contractor is to arrange with the Scheme Manager or building manager for permission to use this supply and make good on completion.

4.6 Making Safe Any Defects

The Contractor shall provide all necessary labour, materials, plant, tarpaulins etc to make safe any defects as and when required and to include for all subsequent removals, re-fitting and all making good as necessary. No additional charge will be made for this provision which is deemed allowed for in the tender.

SCHEDULE 2A
PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Service Provider shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule 2A.

Description	Details
Subject Matter of the Processing	The contract encompasses Fire Door Replacements. The supplier will be provided with selected and relevant tenant and leaseholder contact and vulnerability details (if relevant) to enable supplier access to be arranged for fire door replacements inline for the specification.
Duration of the Processing	For the duration of the contract starting from the Commencement Date including any extension period:
Nature and Purposes of the Processing	<p>Nature may include collecting dissemination recording and storage retrieval.</p> <p>The purpose of the processing is to ensure compliance fire doors are fitted to the Councils blocks and dwellings</p>
Type of Personal Data	<p>Names</p> <p>Business telephone numbers</p> <p>Business email address</p> <p>Selected MKCC Tenant and Leaseholder names, address and contact numbers</p> <p>Tenant vulnerability profile as extracted from the NEC Housing System</p>
Categories of Data Subject	<p>MKCC staff and clients/customers/agents</p> <p>Supplier staff</p> <p>Occupiers address and contact details</p> <p>Tenant vulnerability profiles as extracted from the NEC Housing system</p>

<p>Plan for return and/or destruction of the data once the processing is complete UNLESS required under union or member state law to preserve that type of data.</p>		<p>The data will be held for the duration of the contract or for a longer period if required by law. At the end of the contract the data should be returned to the Council and any copies should be deleted or destroyed securely and the Service Provider shall confirm this to the Council in writing. Where the Service Provider is required by law to retain any data after the end of Contract, the Service Provider shall notify the Council in writing with regard to (i) the relevant law, (ii) the length of retention that is applicable and (iii) which data is to be retained. The Service Provider shall not retain any data for longer than is necessary.</p>
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SCHEDULE 3

TENDER

SCHEDULE 4 PRICING SCHEDULE

Prices and invoice submission will be in accordance with the completed Pricing Schedule and Specification.

Frequency of payments: Monthly on achievement of the following payment milestones:

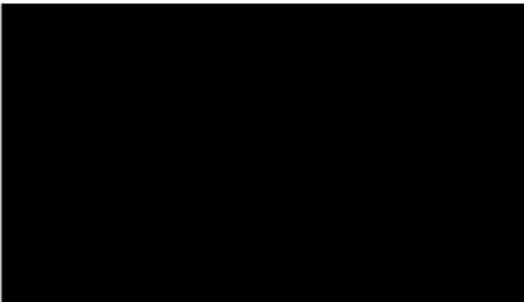
Payment Milestones: As detailed in Specification 8A item 10.0

Payment process:

To ensure prompt processing, all invoices must be sent in PDF format, quoting a valid purchase order number (PO Number), to 

Multiple invoices can be sent in a single email but each one must be attached as a separate PDF. Sending invoices to the incorrect address will likely delay payment.

We prefer to receive invoices via email but if you are unable to send them to us electronically, paper invoices can be posted to:



A compliant invoice should include:

- your full company name and address
- an invoice date so our system calculates your invoice due date correctly
- a unique invoice number which we will record on our system and quote on your remittance advice or during any other correspondence with you
- a clear description of the goods and/or services provided
- accurate quantities, prices and amount due
- your VAT registration number (if registered for VAT)
- the date of supply (also known as tax point) if this is different from the invoice date
- a breakdown of the goods and/or services clearly showing the net price, the VAT rate, the VAT amount and the total amount for each line on the invoice
- a valid purchase order number for the goods/services – your invoice will be returned unpaid if a valid purchase order number is not quoted
- your bank details including sort code and account number

Non-compliant invoices will be returned to you unpaid.

SCHEDULE 5
CHANGE CONTROL

1. GENERAL PRINCIPLES

- 1.1 Where the Council or the Service Provider sees a need to change this Contract pursuant to the provisions of clause 33 (Change Control and Continuous Improvement), the Council may at any time request, and the Service Provider may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this schedule 5.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Council and the Service Provider shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Council and the Service Provider in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Service Provider and the Service Provider's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this schedule 5, shall be undertaken entirely at the expense and liability of the Service Provider

2. PROCEDURE

- 2.1 Discussion between the Council and the Service Provider concerning a Change shall result in any one of the following:
- (a) no further action being taken; or
 - (b) a request to change this Contract by the Council; or
 - (c) a recommendation to change this Contract by the Service Provider
- 2.2 Where a written request for an amendment is received from the Council, the Service Provider shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Service Provider to the Council within three weeks of the date of the request.
- 2.3 A recommendation to amend this Contract by the Service Provider shall be submitted directly to the Council in the form of two copies of a Change Control Note signed by the Service Provider at the time of such recommendation. The Council shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:
- (a) the title of the Change;
 - (b) the originator and date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) full details of the Change, including any specifications;

- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this Contract including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note; and
- (j) provision for signature by the Council and the Service Provider

2.5 For each Change Control Note submitted by the Service Provider, the Council shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) arrange for two copies of the Change Control Note to be signed by or on behalf of the Council and return one of the copies to the Service Provider; or
 - (iii) notify the Service Provider of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Council and by the Service Provider shall constitute an amendment to this Contract.

SCHEDULE 6
EXIT ARRANGEMENTS

1. General

- (a) The Service Provider acknowledges that it is of critical importance to the Council to ensure on termination or expiry of this Contract howsoever occurring an orderly transfer of the Services either back to the Council or to a Replacement Service Provider and for this reason the Council relies significantly on the Service Provider fulfilling its obligations under this Schedule.
- (b) If this Contract is terminated in whole or part or expires in accordance with its terms, the Service Provider will, during the Exit Period, co-operate with the Council and where applicable any Replacement Service Provider to ensure the orderly migration of, and transfer of responsibility for, the Services.

2. Exit Obligations

- (a) During the Exit Period the Service Provider shall:
 - (i) provide all reasonable assistance and appropriate resources to the Council and any Replacement Service Provider to facilitate the orderly transfer of the Services to the Council or the Replacement Service Provider;
 - (ii) continue to provide the Services in accordance with any relevant Service Levels in force at the date of termination or expiry on the terms set out in this Contract;
 - (iii) provide such information and assistance as detailed in paragraph 4;
 - (iv) provide such copies of the [Council's] data in its possession as are requested by the Council and at no additional charge to the Council;
 - (v) carry out such security tasks necessary to identify security and operator risks inherent in the transfer of the Services and inform the Council of such risks and possible preventative and curative measures necessary to deal with such risks;
 - (vi) immediately prior to the end of the Exit Period provide the Council with a detailed description and status report of all errors which have not been corrected, problems not resolved or agreed changes to the Services which have not been fully implemented at the termination of the Exit Period.
- (b) The Service Provider shall carry out the Exit Obligations in such a manner so as to cause as little disruption as possible to the Council's business.

3. Documentation and Due Diligence

- (a) During the Exit Period, the Service Provider will comply with any reasonable request by the Council for any information in relation to the Services to ensure the smooth transition of the Services. Following such a request the Service Provider will within two (2) days of such request make the relevant information available to the Council for inspection or on the Council's authorisation to the Replacement Service Provider and shall within two (2) days of such inspection provide copies of the relevant information to the Council and/or (if so requested by the Council) the Replacement Service Provider.
- (b) The Service Provider shall promptly and diligently answer any questions about the Services which may be asked by the Council or by any Replacement Service Provider

as necessary in order (i) to explain the manner in which the Services have been provided; and (ii) to allow the Council or Replacement Service Provider to conduct all such due diligence as is reasonably required to enable it to take over responsibility for the provision of the Services (or any part thereof).

- (c) The Council shall procure that any Replacement Service Provider agrees to be bound by (i) an obligation of confidentiality in respect of any confidential information of the Service Provider which is made available to it under this Schedule and (ii) an obligation to use any of the Service Provider's confidential information solely for the purpose of evaluating and/or providing to the Council the services which will replace the Services.

4. Exit Manager

- (a) The Service Provider will appoint a person as Exit Manager at the commencement of the Exit Period and will notify the Council as soon as possible of the name and contact details of such person. The Council shall have the right to require the replacement of the Exit Manager if it reasonably believes that such person is unsuitable for the position.
- (b) The Exit Manager will be the Council's primary point of contact in connection with the matters referred to in this Schedule. The Service Provider shall ensure that the Exit Manager liaise with the Council in relation to all issues relevant to the termination (in whole or part) or expiry of this Contract and all matters connected with this Schedule.

5. Exit Period

- (a) The Exit Period shall be:
 - (i) a period of up to twelve (12) months prior to the end of the Contract;

provided that the Council may terminate the Exit Period at any time by giving ninety (90) days' notice in writing to the Service Provider

SCHEDULE 7

TUPE AND PENSIONS

TUPE is not expected to apply at the commencement of the contract but may apply on termination or expiry of the Contract. In the event that TUPE applies at the termination or expiry of the Contract, the provisions of paragraph 3 of this Schedule 7 (TUPE Compliance on Termination) shall apply.

1. DEFINITIONS

1.1. In this Schedule the following words and expressions shall have the meanings set out below -

PHRASE	MEANING
Appropriate Pension Protection	means in respect of Eligible Employees, the protection referred to in Annex A of the Cabinet Office Statement entitled 'Staff Transfers in the Public Sector Statement of Practice 2000' (as interpreted/updated by the HM Treasury Guidance Note dated June 2004) and the Best Value Authorities Staff Transfers (Pensions) Direction 2007.
Directive	means the European Directive 2001/23/EC as amended;
Eligible Employees	means; <ul style="list-style-type: none"> • Transferring Employees who are active members of or eligible to join the LGPS on the date of a Relevant Transfer; or • Transferring Original Employees who are active or eligible to join the LGPS or a broadly comparable scheme provided by their existing employer on the date of a Relevant Transfer; or • any other individuals nominated by the Service Provider or Sub-Contractor (as applicable) for so long as they are employed in connection with the provision of the Services or part of it.
First Contractor	means the person or entity with whom the Council initially contracted for the provision of services which were the equivalent of or similar to the Services;
Intervening Contract	means a contract with the Council for the provision of services which were the equivalent of or similar to the Services, at times after they were provided under a contract with the First Contractor and before they are to be provided by the Contractor;
Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or modified from time to time;
Relevant Employees	means the employees who are the subject of a Relevant Transfer including any Transferring Employee and Third Party Employees;
Relevant Transfer	means a relevant transfer for the purposes of the Regulations;
Replacement Service Provider	means any subsequent contractor or supplier engaged by the Council in substitution or replacement of the Service Provider to provide services in whole or in part that are identical to or substantially similar to the Services;

PHRASE	MEANING
Third Party Employees	means employees of Third Party Employers whose contracts of employment transfer with effect from the Transfer Date to the Service Provider by virtue of the application of the Regulations.
Sub-Contractor	means the contractors that enter into a Sub-Contract with the Service Provider;
Third Party Employer	means a service provider engaged by the Council to provide the service or any part of it to the Council before the Commencement Date and whose employees will transfer to the Service Provider on the Transfer Date.
Transfer Date	means any date when any of the Relevant Employees are transferred to the employment of the Service Provider or a Sub-Contractor;
Transferring Employee	means an employee of the Council whose contract of employment becomes, by virtue of the application of the Regulations in relation to what is done for the purposes of carrying out this Contract between the Council and the Service Provider, a contract of employment with someone other than the Council;
Transferring Original Employee	means employees who are former employees of the Council and who were active members (or who were eligible to join) the LGPS on the date of a previous Relevant Transfer.
LGPS	means the relevant fund of the Local Government Pension Scheme.
LGPS Regulations	means the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) as may be amended from time to time.

2. TUPE COMPLIANCE (GENERAL) EMPLOYEES AND EMPLOYMENT MATTERS

2.1. Application of TUPE

2.1.1. The Council and the Service Provider agree subject to the provisions of any relevant legislation that where the identity of a provider (including the Council) of any service which constitutes or which will constitute part of the Services is changed pursuant to this Contract then the change shall constitute a Relevant Transfer.

2.1.2. On the occasion of each Relevant Transfer the Contractor shall comply and shall ensure that each Sub-contractor shall comply with all of its obligations under the Regulations and the Directive in respect of the Relevant Employees. The first Relevant Transfer shall occur on the Commencement Date.

2.2. Emoluments and Outgoings

2.2.1. The Council shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees, including without limitation all wages, holiday pay,

bonuses, commissions, payment of PAYE, national insurance contributions, pension contributions and otherwise, up to the Transfer Date and shall use reasonable endeavours to procure that any Third Party Employer of a Relevant Employee is responsible for the same in relation to the Third Party Employees.

- 2.2.2. The Service Provider shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees, including without limitation all wages, holiday pay, bonuses, commissions, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Transfer Date.

2.3. Pension Protection

- 2.3.1. The Service Provider shall ensure and shall procure in relation to any Sub-Contractor that all Eligible Employees are offered Appropriate Pension Provision with effect from the Transfer Date up to and including the Expiry Date or the date of termination or any later completion of the provision of the Services.

- 2.3.2. The provision of this paragraph 2.3 shall be directly enforceable by an affected employee against the Service Provider.

2.3.3. Admission to the LGPS

- 2.3.4. Where the Service Provider wishes to offer the Eligible Employees membership to the LGPS, the Service Provider shall procure that it shall prior to the Transfer Date enter into an admission agreement to have effect from and including the Transfer Date. The Service Provider shall comply with the terms of such admission agreement and all regulations governing the LGPS, including any requirement to provide such information as may be requested by the administering authority of the LGPS in respect of participation in the LGPS. The Service Provider shall bear the costs of any actuarial assessment required in order to assess the employer's contribution rate (including any bond value) in respect of Eligible Employees.

- 2.3.5. The Service Provider shall award benefits (where permitted) to the Eligible Employees under the LGPS Regulations in circumstances where Eligible Employees would have received such benefits had they been employed by the Council. The Service Provider shall be responsible for meeting all costs associated with the award of such benefits.

2.3.6. Broadly Comparable Scheme

- 2.3.7. Where the Service Provider does not offer the Eligible Employees membership to or continued membership of the LGPS, the Service Provider shall with effect from the Transfer Date;
- Offer the Eligible Employees membership of an occupational pension scheme that is certified by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the LGPS or such other broadly comparable scheme in which the Eligible Employees may have participated prior to the Relevant Transfer;
 - Provide benefit credits for Eligible Employees who transfer their accrued benefits to the Service Provider's broadly comparable scheme which in the view of the actuary will be equivalent in value to the rights that such employees had prior to the transfer.
 - Procure that any subsequent bulk transfer from the Service Provider's broadly comparable scheme will be calculated on the basis that is equal or no less favourable (as determined by the actuary to the LGPS) to the calculation of the transfer value to the broadly comparable scheme. If the transfer amount payable under the broadly comparable scheme is less (in the opinion of the actuary to the LGPS) than the transfer amount calculated on this basis, the Service Provider will procure payment to the broadly comparable scheme of the larger amount in a manner determined by the Council in consultation with the Service Provider.
 - The Service Provider shall award benefits (where permitted) to the Eligible Employees in circumstances where the Eligible Employees would have received such benefits prior to the transfer.

- The Service Provider will comply with the guidance set out in the HM Treasury guidance note dated June 2004 in respect of the provision of the broadly comparable scheme.
- The Service Provider shall produce evidence of compliance with this paragraph 2.3 to the Council and shall be responsible for the costs of obtaining the necessary certificate of comparability.

2.3.8. Where the employment of an Eligible Employee transfers to a Sub-contractor, the Service Provider shall procure and shall ensure that the Sub-Contractor complies with the provisions of this paragraph 2.3 as if it were the Service Provider in respect of the Eligible Employees transferring to it.

2.3.9. Without prejudice to any other rights of the Council, the Council shall have the right to set off against any payments due to the Contractor under this Contract or any other contract with the Council, an amount equal to any unpaid employer and employee contributions including pension contributions for which the Service Provider or any of its Sub- Contractors is responsible under the Contract.

2.4. Provision of Information

The Council has provided the information set out in Schedule [] relating to the Relevant Employees but does not warrant that the information is accurate and complete as at the date of this Contract, and undertakes to advise the Service Provider on a monthly basis up to the Transfer Date of any changes in the information provided, but again will not warrant the accuracy or completeness of such changed information.

2.5. Service Provider to Inform Council of any Measures

The Service Provider shall within 10 (ten) days of receiving a request from the Council, furnish to the Council any information deemed by the Council necessary concerning any measures (within the meaning of the Regulations and the Directive) that the Service Provider intends to take in relation to any Relevant Employee and shall indemnify the Council against all losses, costs, claims, demands, actions, fines, penalties, liabilities and expenses (including legal expenses) in relation to any breach of this obligation.

2.6. Indemnities

2.6.1. The Council shall indemnify the Service Provider from and against all losses, costs, claims, demands, actions, fines, penalties, liabilities and expenses (including legal expenses), which the Service Provider shall take all reasonable steps to mitigate, in connection with or as a result of any claim or demand by any Transferring Employee arising out of the employment of any Transferring Employee provided that this arises from any act, negligence, fault or omission of the Council in relation to any Employee prior to the Transfer Date and any such claim is not in connection with the Relevant Transfer.

2.6.2. The Service Provider shall indemnify and keep indemnified the Council and/or any Replacement Service Provider and in each case, their service providers from and against all direct losses suffered or incurred by it or them which arises from the failure by the Service Provider to comply with the provisions of this schedule 7 . The limitations set out in Section 14 of the Contracts (Rights of Third Parties) Act 1999 shall not apply to the extent necessary to enable any Replacement Service Provider to enforce this indemnity in its own right.

2.6.3. The Service Provider shall indemnify and hold harmless the Council from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) which the Council shall take all reasonable steps to mitigate, in connection with or as a result of any claim including a claim by any trade union or staff association or employee representative (whether or not recognised by the Service Provider in respect of all or any of the Relevant Employees) arising from or connected with any failure by the Service Provider to comply with any legal obligation to such trade union staff associated or other employee representative whether under Regulation 10 of the Regulations, under the Directive or otherwise and, whether any such claim arises or has its origin before or after the date of the Relevant Transfer.

- 2.6.4. The Service Provider shall indemnify the Council from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) which the Council shall take all reasonable steps to mitigate, in connection with or as a result of any claim by any Relevant Employee that the identity of the Service Provider or Sub-Contractor is to that Relevant Employee's detriment or that the terms and conditions to be provided by the Service Provider or any Sub-Contractor or any proposed measures of the Service Provider or any Sub-Contractor are to that employee's detriment whether such claim arises before or after the Transfer Date.

3. TUPE COMPLIANCE ON TERMINATION

3.1. Handover on Termination

- 3.1.1. During the 12 months preceding the expiry of this Contract or after the Council has given notice to terminate this Contract or at any other time as directed by the Council, and within 15 (fifteen) days of being so requested by the Council, the Service Provider shall fully and accurately disclose to the Council any and all information in relation to all personnel engaged in providing the Service including all Relevant Employees who are to transfer as a consequence of a Relevant Transfer as the Council may reasonably request, in particular but not necessarily restricted to any of the following:-
- 3.1.1.1. a list of employees employed by the Service Provider in the provision of the Service;
 - 3.1.1.2. a list of agency workers, agents and independent contractors engaged by the Service Provider in the provision of the Service and who may transfer pursuant to any Relevant Transfer;
 - 3.1.1.3. the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of the personnel to which paragraphs 3.1.1.1 and 3.1.1.2 refer;
 - 3.1.1.4. the terms and conditions of employment of the Relevant Employees, their age, salary, date continuous employment commenced and (if different) the commencement date, enhancement rates, any other factors affecting their redundancy entitlement and any outstanding claims arising from employment.
- 3.1.2. The Service Provider shall warrant the accuracy and completeness of all the information provided to the Council pursuant to paragraph 3.1.1 and authorises the Council to use any and all the information as it may consider necessary for the purposes of its businesses or for informing any tenderer for any services which are substantially the same as the Service (or any part thereof).
- 3.1.3. During the 12 months preceding the expiry of the Contract or at any time where notice to terminate this Contract for whatever reason has been given, the Service Provider shall allow the Council or such other persons as may be authorised by the Council to communicate with and meet the Relevant Employees and their trade union or employee representatives as the Council may reasonably request.
- 3.1.4. During the 12 months preceding the expiry of this Contract or where notice to terminate this Contract for whatever reason has been given, the Service Provider shall not without the prior written consent of the Council unless bona fide in the ordinary course of business:
- 3.1.4.1. vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Service;
 - 3.1.4.2. increase or decrease the number of employees employed in connection with the Service; or
 - 3.1.4.3. assign or redeploy any employee employed in connection with the Service to other duties unconnected with the Service.

3.2. Indemnities

The Service Provider shall indemnify the Council and any new contractor appointed by the Council and keep the Council and any new contractor appointed by the Council indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) which the Council and any new contractor appointed by the Council shall take all reasonable steps to mitigate, awarded against or incurred or paid by the Council or any new contractor appointed by the Council as a result of or in connection with the employment or termination of employment of any employee of the Service Provider during any period prior to the date of expiry or termination of this Contract.

3.3. Sub-Contractors

In the event that the Service Provider enters into any sub-contract in connection with this Contract, it shall impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this paragraph 3 and shall procure that the Sub-Contractor complies with such terms. The Service Provider shall indemnify the Council and keep the Council indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Council as a result of or in connection with any failure on the part of the Sub-Contractor to comply with such terms.

SCHEDULE 8

PARENT COMPANY GUARANTEE (NOT USED)

THIS DEED is dated [DATE]

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Guarantor).
- (2) **MILTON KEYNES CITY COUNCIL** of Civic Offices, 1 Saxon Gate East, Central Milton Keynes MK9 3EJ ("the Council").

BACKGROUND

- (A) By an agreement dated on or about the date of this guarantee (Agreement which term includes all amendments to variations of or supplements to it from time to time in force) the Council has agreed to engage [INSERT NAME] (Service Provider) to provide [] services.
- (B) It is a condition of the Agreement that the Service Provider procures the execution and delivery to the Council of a parent company guarantee substantially in the form of this guarantee.
- (C) The Guarantor has agreed to guarantee the due performance of the Agreement by the Service Provider.
- (D) It is the intention of the parties that this document be executed as a deed.

AGREED TERMS

3. INTERPRETATION

- 3.1 Unless the context requires otherwise, the definitions and rules of interpretation in the Agreement shall apply in this guarantee.
- 3.2 A reference in this deed to this guarantee shall be construed as a reference to this deed of guarantee.

4. OBLIGATIONS OF THE GUARANTOR

In consideration of the Council entering into the Agreement with the Service Provider, the Guarantor:

- (a) as primary obligor guarantees to the Council the due and punctual performance by the Service Provider of each and all of the obligations, representations, warranties, duties and undertakings of the Service Provider under and pursuant to the Agreement when and if such obligations, representations, warranties, duties and undertakings shall become due and performable according to the terms of such Agreement;
- (b) agrees, in addition to its obligations set out in clause 4(a), to indemnify the Council on demand against all losses which may be awarded against the Contracting Authority or which the Council may otherwise incur arising out of, under or otherwise in connection with the Agreement whether arising under statute, contract or at common law including without limitation by reason of any breach by the Service Provider of its obligations,

representations, warranties, duties and undertakings under and/or pursuant to the Agreement save that, subject to the other provisions of this guarantee (including without limitation clause 4(c)), this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the Service Provider under the Agreement; and

- (c) agrees to indemnify the Contracting Authority on demand against all losses whether arising under statute, contract or at common law which may be awarded against the Council or which the Contracting Authority may otherwise incur if any obligation guaranteed by the Guarantor is or becomes totally or partially unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Service Provider's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

5. LIABILITY

The Guarantor agrees that it shall not in any way be released from liability under this guarantee by any act, omission, matter or other thing whereby (in absence of this provision) the Guarantor would or might be released in whole or in part from liability under this guarantee including, without limitation and whether or not known to the Guarantor:

- (a) any arrangement made between the Service Provider and the Council; or
- (b) any alteration in the obligations undertaken by the Service Provider whether by way of any addendum or variation referred to in clause 6 or otherwise; or
- (c) any waiver or forbearance by the Council whether as to payment, time, performance or otherwise; or
- (d) the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Service Provider or any other person; or
- (e) any unenforceability, illegality or invalidity of any of the provisions of the Agreement or any of the Service Provider's obligations under the Agreement, so that this guarantee shall be construed as if there were no such unenforceability, illegality or invalidity; or
- (f) any legal limitation, disability, incapacity or other circumstances relating to the Service Provider, or any other person; or
- (g) the dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation or the appointment of an administrator or receiver of the Service Provider or any other person.

6. ADDENDUM OR VARIATION

The Guarantor by this guarantee authorises the Service Provider and the Council to make any addendum or variation to the Agreement, the due and punctual performance of which addendum and variation shall be likewise guaranteed by the Guarantor in accordance with the terms of this guarantee.

7. GUARANTEE

- 7.1 This guarantee shall be a primary obligation of the Guarantor and accordingly the Council shall not be obliged before enforcing this guarantee to take any action in any court or arbitral proceedings against the Service Provider, to make any claim against or any demand of the Service Provider, to enforce any other security held by it in respect of the obligations of the Service Provider under the Agreement or to exercise, levy or enforce any distress, diligence or other process of execution against the Service Provider. In the event that the Council brings proceedings against the Service

Provider, the Guarantor shall be bound by any findings of fact, interim or final decision award or judgement made by an adjudicator, arbitrator or court in such proceedings.

- 7.2 This guarantee is a continuing guarantee and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the Service Provider, the Guarantor or any other person) until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Service Provider under the Agreement have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Council may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security.

8. OUTSTANDING PAYMENTS

- 8.1 Until all amounts which may be or become payable under the Agreement or this guarantee have been irrevocably paid in full, the Guarantor shall not as a result of this guarantee or any payment or performance under this guarantee be subrogated to any right or security of the Council or claim or prove in competition with the Council against the Service Provider or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off or indemnity and any sums received by the Guarantor or the amount of any set-off exercised by the Guarantor in breach of this provision shall be held by the Guarantor in trust for and shall be promptly paid to the Council.
- 8.2 The Guarantor shall not hold any security from the Service Provider in respect of this guarantee and any such security which is held in breach of this provision shall be held by the Guarantor in trust for and shall promptly be transferred to the Council.
- 8.3 Until all amounts which may be or become payable under the Agreement or this guarantee have been irrevocably paid in full, if (notwithstanding the provisions of clause 8.1 and clause 8.2) the Guarantor has any rights of subrogation against the Service Provider or any rights to prove in a liquidation of the Service Provider, the Guarantor agrees to exercise such rights in accordance with the directions of the Council.

9. CHANGE OF CONTROL

The Guarantor shall procure that, during the term of this guarantee, there shall be no Change of Control of the Service Provider.

10. PAYMENT AND EXPENSES

- 10.1 Each payment to be made by the Guarantor under this guarantee shall be made in pounds sterling, free and clear of all deductions or withholdings of any kind, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor shall pay that additional amount which is necessary to ensure that the Council receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this guarantee from the day after the date on which payment was due up to and including the date of payment in full (as well after as before any judgment) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.3 The Guarantor shall reimburse the Council for all legal and other costs (including VAT) incurred by the Council in connection with the enforcement of this guarantee.

11. SETTLEMENT

Any settlement or discharge between the Council and the Service Provider and/or the Guarantor shall be conditional upon no settlement with security or payment to the Council by the Service Provider or the Guarantor or any other person being avoided or set aside or ordered to be refunded

or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without limiting the Council's other rights hereunder) the Council shall be entitled to recover from the Guarantor, as if such settlement or discharge had not occurred, the value which the Council has placed upon such settlement or security or the amount of any such payment.

12. WARRANTIES

12.1 The Guarantor warrants and confirms to the Council:

- (a) that it is duly incorporated with limited liability and validly existing under the laws of England;
- (b) that it has full power under its memorandum and articles of association or equivalent constitutional documents in the jurisdiction in which it is established to enter into this guarantee;
- (c) that it has full power to perform the obligations expressed to be assumed by it or contemplated by this guarantee;
- (d) that it has been duly authorised to enter into this guarantee;
- (e) that it has taken all necessary corporate action to authorise the execution, delivery and performance of this guarantee;
- (f) that this guarantee when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;
- (g) that all necessary consents and authorisations for the giving and implementation of this guarantee have been obtained; and
- (h) that it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which may affect its ability to perform under this guarantee.

12.2 The Guarantor warrants and undertakes to the Council that it will take all necessary action directly or indirectly to perform the obligations expressed to be assumed by it or contemplated by this guarantee and to implement the provisions of this guarantee.

12.3 The Guarantor warrants and confirms to the Council that it has not entered into this guarantee in reliance upon, nor has it been induced to enter into this guarantee by any representation, warranty or undertaking made by or on behalf of the Council (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this guarantee.

13. ASSIGNMENT

The Council shall be entitled by notice in writing to the Guarantor to assign the benefit of this guarantee at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this guarantee.

14. NOTICES

14.1 Any notice to or demand on the Guarantor to be served under this guarantee may be delivered or sent by first-class recorded delivery post or telex or facsimile transmission to the Guarantor at its address appearing in this guarantee or at such other address as it may have notified to the Council in accordance with this clause 14.

14.2 Any such notice or demand shall be deemed to have been served:

- (a) if delivered, at the time of delivery; or
- (b) if posted, at 10.00 am on the second day after it was put into the post; or
- (c) if sent by telex or facsimile process, at the expiration of 2 hours after the time of despatch, if despatched before 3.00 pm on any day, and in any other case at 10.00 am on the next day.

14.3 In proving service of a notice or demand it shall be sufficient to prove that delivery was made or that the envelope containing the notice or demand was properly addressed and posted as a pre-paid first-class recorded delivery letter or that the telex or facsimile message was properly addressed and despatched, as the case may be.

15. WAIVER

15.1 No delay or omission of the Council in exercising any right, power or privilege under this guarantee shall impair or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies of the Council provided for in this guarantee are cumulative and not exclusive of any rights or remedies provided by law.

15.2 A waiver given or consent granted by the Council under this guarantee will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

15.3 A waiver by the Council shall not constitute a continuing waiver and shall not prevent the Council from subsequently enforcing any of the provisions of this guarantee.

16. SEVERABILITY

The invalidity, illegality or unenforceability in whole or in part of any of the provisions of this guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this guarantee.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this guarantee is not intended to, and does not, give to any person who is not a party to this guarantee any rights to enforce any provisions contained in this guarantee except for any person to whom the benefit of this guarantee is assigned or transferred in accordance with clause 13.

18. GOVERNING LAW

18.1 This guarantee and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) is governed by and shall be construed in accordance with English law.

18.2 The Guarantor submits to the exclusive jurisdiction of the English courts for all purposes relating to this guarantee and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims).

19. ENTIRE AGREEMENT

19.1 This guarantee contains the whole agreement between the parties relating to the transactions contemplated by this guarantee and supersedes all previous agreements between the parties relating to the transactions.

19.2 Each party acknowledges that in entering into this guarantee it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this guarantee and the documents referred to in it) made by or on behalf of any other party before the date of this

February 2025

guarantee. Each party waives all rights and remedies which, but for this clause 19.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

19.3 Nothing in clause 19.1 limits or excludes any liability for fraud.

This deed has been entered into on the date stated at the beginning of it.

February 2025

THE COMMON SEAL OF)
MILTON KEYNES CITY COUNCIL)
was affixed to this deed)
in the presence of:)

Authorised Signatory

EXECUTED AND DELIVERED)
as a deed by [THE GUARANTOR])
acting by the signatures of)

Director

Director/Secretary

SCHEDULE 9

PERFORMANCE BOND (REQUIRED)

THIS DEED is dated **[DATE]**

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] ("Surety");
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] ("Service Provider");
- (3) MILTON KEYNES CITY COUNCIL of Civic Offices, 1 Saxon Gate East. Central Milton Keynes MK9 3EJ ("Council")

BACKGROUND

- (A) By the Contract the Service Provider has agreed with the Council to perform the Services therein described upon and subject to the terms and conditions therein set out.
- (B) The Surety has agreed with the Council at the request of the Service Provider to guarantee the performance of the obligations of the Service Provider under the Contract upon the terms and conditions of this Performance Bond.

AGREED TERMS

20. INTERPRETATION

20.1 The definitions and rules of interpretation in this clause apply in this deed.

"Contract": an agreement in writing dated [DATE] between the Council and the Service Provider.

"Contract Period" has the meaning given in the Contract.

"Contract Sum": the Contract Price of the Contract.

"Business Day": a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

"Maximum Amount": the sum of £ [10% of the Contract Price].

"Services": the services referred to in the Contract, provided by or on behalf of the Service Provider in accordance with the Contract.

20.2 Clause headings shall not affect the interpretation of this deed.

20.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

20.4 The annex forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the annex.

20.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 20.6 Words in the singular shall include the plural and vice versa.
- 20.7 A reference to one gender shall include a reference to the other genders.
- 20.8 A reference to a party shall include that party's legal and personal representatives, successors or permitted assigns.
- 20.9 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 20.10 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 20.11 Any obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 20.12 A reference to writing or written includes faxes but not e-mail.
- 20.13 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this deed) at any time.
- 20.14 References to clauses or the annex are to the clauses or the annex of this deed.
- 20.15 Where the words include(s), including or in particular are used in this deed, they are deemed to have the words "without limitation" following them.

21. PROMISE TO PAY UP TO MAXIMUM AMOUNT

- 21.1 If the Service Provider fails to pay any sum that becomes due from it to the Council under or in connection with the Contract (including any debt, damages, interest or costs), the Council may give notice to the Surety requiring the Surety to pay that sum, up to the Maximum Amount, to the Council. The Surety shall pay that sum to the Council within 10 Business Days of receipt of the Council's notice. The Council's notice may be in the form set out in the Annex.
- 21.2 The Council may give different notices to the Surety on different occasions, each requiring the Surety to pay the sum referred to in clause 21.1, but the Surety shall not be obliged to pay to the Council more than the Maximum Amount in total.

22. AMENDMENTS TO THE CONTRACT

- 22.1 The Contract or the Services may be modified, amended or supplemented in any way without the consent of the Surety. No such modification, amendment or supplement shall affect, release or impair the liability of the Surety under this deed. The Surety's liability shall extend to all the liabilities of the Service Provider under the Contract as modified, amended or supplemented.
- 22.2 The invalidity, avoidance or termination of the Contract shall not affect, release or impair the liability of the Surety under this deed.
- 22.3 No waiver, concession, allowance of time, compromise or forbearance given to, or made with, the Service Provider shall affect, release or impair the liability of the Surety under this deed. The terms of this deed shall apply to the terms of any such waiver, concession, allowance of time, compromise or forbearance as they apply to the Contract.

23. CONCLUSIVE LIABILITY AND EXTENT OF LIABILITY

- 23.1 For the purposes of this deed, any money judgment or adjudicator's decision against the Service Provider in favour of the Council under or in connection with the Contract shall be conclusive evidence of any liability of the Service Provider to which that judgment or decision relates.

23.2 Subject to clause 24.1, the Surety may rely on any term of the Contract and may raise equivalent rights of defence in respect of any claim by the Council under this deed as it would have had if the Surety had been named as a joint contractor with the Service Provider under the Contract (excluding any set-off or counterclaim against the Council).

23.3 The inability of the Service Provider to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or the entry of the Service Provider into liquidation, administration, receivership, bankruptcy or any compromise or arrangement with some or all of its creditors (or any equivalent process in any other jurisdiction) shall not reduce, release or impair the liability of the Surety under this deed.

23.4 The Council shall not be obliged to pursue any means of recourse against the Service Provider before being entitled to enforce this deed against the Surety.

23.5 The Council may compromise, release, waive or neglect any security as it sees fit, without impairing its rights under this deed.

24. EXPIRY

24.1 Subject to clause 24.2, this deed shall expire at the end of the Contract Period.

24.2 If the Council has given any notice under clause 21.1 before the end of the Contract Period, clause 25.1 shall not affect that notice and the Council may continue its claim under that notice.

25. ASSIGNMENT

25.1 The Council may assign or charge the benefit of this deed, without the consent of the Surety or of the Service Provider or to any person to whom the Council assigns the benefit of the Contract.

25.2 The Council may notify the Surety and the Service Provider of any assignment. If the Council fails to do this, the assignment shall still be valid.

25.3 The Service Provider and the Surety shall not contend that any person to whom the benefit of this deed is assigned may not recover any sum (including any debt, damages, interest or costs) under this deed because that person is an assignee and not a named party to this deed.

26. NOTICES

26.1 Any notice required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice, as set out below:

- (a) [COUNCIL]: [CONTACT] [ADDRESS]
- (b) [SERVICE PROVIDER]: [CONTACT] [ADDRESS]
- (c) [SURETY]: [CONTACT] [ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

26.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at [9.00 am] on the [second] Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

26.3 A notice required to be given under this deed shall not be validly given if sent by e-mail.

26.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action (including any adjudication, litigation or arbitration).

27. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under or in connection with it.

28. GOVERNING LAW AND JURISDICTION

28.1 This deed and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England.

28.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL OF)
MILTON KEYNES CITY COUNCIL)
was affixed to this deed)
in the presence of:)

Authorised Signatory

EXECUTED AND DELIVERED)
as a deed by [THE SURETY])
acting by the signatures of)

Director

Director/Secretary

EXECUTED AND DELIVERED)
as a deed by [THE SERVICE PROVIDER])
acting by the signatures of)

Director

Director/Secretary

Annex Form of notice

[Refer to in clause 2.1.]

February 2025

From: [COUNCIL'S ADDRESS: SEE clause 8]

To: [SURETY'S ADDRESS: SEE clause 8]

CC: [SERVICE PROVIDER'S ADDRESS: SEE clause 8]

Sent by [hand OR first-class pre-paid post OR recorded delivery OR commercial courier].

Dear Sirs

Demand under a bond dated [DATE] (Bond) relating to the Contract.

This letter is a notice under the Bond. Defined terms used in this letter have the same meanings as in the Bond.

[We are the assignee of the benefit of the Bond by a [deed of assignment OR an assignment agreement] dated [DATE] between [PARTY] and [PARTY].]

The Service Provider has failed to properly pay a sum due to us under or in connection with the Contract. We require you to pay to us £[SUM] OR [, the Maximum Amount] within 10 Business Days.

[We attach a copy of the [money judgment OR adjudicator's decision] against the Service Provider in our favour as conclusive evidence of your liability to us under the Bond.]

OR

[The sum due to us from the Service Provider is summarised in the attachment to this notice.]

Please make payment to [PAYMENT DETAILS].

Yours faithfully

[SIGNED]

For and on behalf of the Council

Enclosure.

SCHEDULE 10
DISASTER RECOVERY PLAN

To be provided by the service provider in accordance with clause 55

SCHEDULE 11
COMMERCIALLY SENSITIVE INFORMATION

Refer to Commercially Sensitive Information document in the Service Provider's Tender (Schedule 3)

SCHEDULE 12
CONTRACT MANAGEMENT

The Contract will be managed in accordance with the following parts of the specification: Sections 8A, 8B, 8C, 8D, 8E, 8F – Technical Specifications (including operational reporting requirements)

Section 10 - Meeting Requirements

Section 11 - Key Personal

Section 12 - KPI Requirements

Section 12 - The following three KPIs will be published in accordance with the requirements of Section 52 of the Procurement Act 2023:

Item 6.5 Achieve 90% of installations in line with target date and as documented in the tracker.

Item 7.1 MKCC Desktop Audit - Adherence to specification for a minimum of 90% of submitted install documentation.

Item 9.0 Provision of customer feedback levels of 90% or more in line with item 9.0

