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Request for Quote

|  |
| --- |
| Changing Places Toilet (POD)  Reference number: MDC PO22 |

**Strictly Private & Confidential**

|  |
| --- |
| Contents |

Contents

[1 Request for Quote 4](#_Toc88119283)

[1.1 Conditions of RFQ 4](#_Toc88119284)

[1.2 General Conditions 4](#_Toc88119285)

[1.3 Confidentiality & Publicity 4](#_Toc88119286)

[1.4 Contact Details and Deadline for Submission 5](#_Toc88119287)

[1.5 Documents required for submission 5](#_Toc88119288)

[1.6 Clarifications 5](#_Toc88119289)

[1.7 Contract details 6](#_Toc88119290)

[1.8 Evaluation 6](#_Toc88119291)

[1.8.1 Technical (Quality) evaluation methodology 7](#_Toc88119292)

[1.8.2 Commercial (Price) evaluation methodology 8](#_Toc88119293)

[1.8.3 Award of the Contract 8](#_Toc88119294)

[2 Requirements 9](#_Toc88119295)

[2.1 General 9](#_Toc88119296)

[2.2 Scope & Specification 10](#_Toc88119297)

[3 Supplier information 12](#_Toc88119298)

[4 Suitability Assessment 15](#_Toc88119299)

[5 Quality (Technical Questions) 16](#_Toc88119300)

[6 Previous Experience 18](#_Toc88119301)

[7 Pricing 19](#_Toc88119302)

[8 Legal Compliance 20](#_Toc88119303)

[9 Data Processing Schedule 21](#_Toc88119304)

[10 Bidder’s Warranties 22](#_Toc88119305)

[11 APPENDIX A – Terms & Conditions 23](#_Toc88119306)

[12 APPENDIX B – Pricing Schedule (Not Used) 52](#_Toc88119307)

[13 APPENDIX C – Form of Quote 53](#_Toc88119308)

# Request for Quote

## Conditions of RFQ

Mendip District Council (MDC) “The Council” invites you to submit a Quote for the requirements detailed below in accordance with the conditions outlined within this document.

## General Conditions

Your submission must be in accordance with our attached terms and conditions. Submission of your Quote will signify your acceptance of these, unless otherwise agreed by us in writing.

We are not bound to accept the lowest price submission, or any Quote, or to accept you as a sole supplier, and reserve the right to accept the whole or any part of any Quote submitted

Prices you include in your Quote are to remain fixed for the duration of the agreement.

The Council reserves the right to extend or cancel the RFQ process at any point. The Council is not liable for any costs resulting from any cancellation of this RFQ process or for any other costs incurred by those quoting for this Contract.

Quotes must be completed in the English language.

Only one Quote is permitted from each Bidder. If more than one is submitted by a Bidder, the one with the latest time of submission prior to the RFQ close date/time will be evaluated and the other(s) disregarded.

The Quote should remain valid for a minimum period of 90 days.

Any signatures must be made by a person who is authorised to commit the Bidder to the Contract.

Your full registered business name, registered company number and main office address (including your registered and operational addresses if relevant) must be provided on all documents.

Bidders should complete all Schedules where required for submission at the time of bidding to receive full consideration. No documents or variances supplied after the RFQ return date/time shall be considered unless expressly requested by the Council.

Bidders should ensure that the organisations named as references are happy to be contacted by the Council to verify the information provided within the Quote.

## Confidentiality & Publicity

The contents of this RFQ and of any other documentation sent to you in respect of this process are provided on the basis that they remain the property of the Council and must be treated as confidential.

You may not undertake any publicity activities with any part of the media or other third party in relation to this RFQ process or the Contract without the prior written agreement of the Council, including agreement on the format and content of any publicity.

## Contact Details and Deadline for Submission

Your Quote must be submitted via theMDC Procurement e-mail account[procurement@mendip.gov.uk](mailto:procurement@mendip.gov.uk) by no later than the date and time set out below.

The timetable\* for the RFQ is as follows:

|  |  |
| --- | --- |
| **Stage / Action** | **Date** |
| RFQ open and documents released | **15/06/2022** |
| Clarification questions open | **15/06/2022** |
| Deadline for clarification questions | **27/06//2022 at 17:00** |
| Final clarification responses | **28/06/2022** |
| Deadline for submissions in response to this document. | **18/07/2022 at 17:00** |
| Evaluation of submissions and post-quote clarifications | **19/07/2022** |
| Award decision and notification to suppliers | **25/07/2022** |
| Contract signature | **01/08/2022** |
| Contract start | **w/c 08/08/2022** |

\*The dates in this table are provisional, any change to this timetable will be communicated.

## Documents required for submission

The following must be included as part of your Quote. Failure to do so may result in your submission not being evaluated.

* Completion of the questions and declarations
* Completion of Sections 3-10
* Any documents or information specifically requested in the Technical Questions
* Completed Pricing Schedule
* Signed Form of Quote

Submitted documentation must be in the form in which it was sent as part of the RFQ i.e. an MS Excel form must be submitted in MS Excel; documents should not be converted to ‘.pdf’ format.

## Clarifications

If you have any queries, you are welcome to request further details via the Clarification process. Clarifications should be sought in accordance with the timescales detailed in 1.4 above.

Questions & answers will be shared with all Bidders unless the questions and answers are deemed to be commercially or otherwise sensitive.

## Contract details

The contract term is for 10 years minimum from appointment.

Any resulting Contract will consist of the agreed Terms and Conditions, this RFQ and your submission, and will be subject to the laws of England and Wales.

Bidders are permitted to sub-contract elements of the requirements. Portions of the Works or Service to be sub-contracted must be highlighted in your Quote. However, no elements of the requirements can be sub-contracted without prior approval by the Council.

## Evaluation

The information provided as part of Section 4 (Suitability Assessment), Section 5 (Technical Questions) and Section 7 (Pricing) will be used to evaluate the successful Quote as follows.

Each submission will be subject to:

1. an initial check for compliance with all requirements of the RFQ
2. an assessment of supplier suitability – Section 4 (Pass/Fail)
3. an assessment of technical competency – Section 5 (scored)
4. an assessment of price – Section 7 (scored)

The evaluation criteria and associated weighting will be:

|  |  |  |
| --- | --- | --- |
| **Award Evaluation Criteria Breakdown** | **Section Score (maximum available) as a %age** | |
|  | **Main Criteria** | **Sub Criteria** |
| **Technical (Quality)** | **45%** | **-** |
| Sub-Criteria Technical – Q5.1 | - | 7% |
| Sub-Criteria Technical – Q5.2 |  | 6% |
| Sub-Criteria Technical – Q5.3 |  | 4% |
| Sub-Criteria Technical – Q5.4  (a-d) |  | 2%  1%  2%  1% |
| Sub-Criteria Technical – Q5.5 |  | 8% |
| Sub-Criteria Technical – Q5.6 |  | 3% |
| Sub-Criteria Technical – Q5.7 |  | 3% |
| Sub-Criteria Technical – Q5.8 |  | 5% |
| Sub-Criteria Technical – Q5.9 |  | 3% |
| **Commercial (Price)** | **55%** | **-** |
| **TOTAL** | **100%** |  |

The Council may undertake a Financial Assessment via our credit rating agency. We plan to use this financial appraisal to assess the risk and impact of a supplier failure.

### Technical (Quality) evaluation methodology

Quality will be measured upon evaluation of Bidders’ responses to the technical questions. All technical questions must be completed.

Your responses to each technical question will be evaluated by the evaluation panel using the following scores:

|  |  |  |
| --- | --- | --- |
| **Definition** | **Score** | **Criteria** |
| Excellent | 5 | Excellent response.  Comprehensive and useful.  No weakness noted.  The response includes a full description of techniques and measurements to be employed. |
| Very Good | 4 | Response meets our expected requirement/standard and exceeds minimum expectations, including a level of detail which adds value to the quote.  No significant weakness noted. |
| Good | 3 | Response is acceptable and meets minimum requirement but remains basic and could have been expanded upon.  Response is enough but does not inspire.  Reasonable probability of success, weaknesses can be readily corrected. |
| Poor | 2 | Poor response only partially satisfying requirement/standard, with deficiencies apparent.  Some useful evidence provided but response falls well short of minimum requirements. |
| Very Poor | 1 | Very poor response and not acceptable – fails to meet minimum requirement/standard; requires major revision to make it acceptable.  Only partially answers requirement, with major deficiencies and little relevant detail proposed. |
| Not Complete | 0 | Question is not answered, or the response is completely unacceptable e.g. the answer completely missed the point of the question. |

Each technical question has a weighting, as specified within the question. The weighting will be applied to your scores and a total quality score will be calculated.

### Commercial (Price) evaluation methodology

Price will be evaluated based on the lowest price Quote achieving the maximum %age for the pricing element. Higher priced Quotes will receive a proportional score based on the amount higher they are than the lowest quoted price. The calculation is:

|  |  |  |
| --- | --- | --- |
|  | Lowest Compliant Quoted Price (A) |  |
| Price Score = | ----------------------------------------- | x Score Weighting |
|  | Supplier’s Comparative Quoted Price (B) |  |

For example, where the pricing score will comprise 55% of the overall score, where the lowest quoted price (A) is £100, and where the Bidder’s quoted price (B) is £120, the Bidder’s score would be calculated as follows:

(100/120) x 55 = 45.83%

### Award of the Contract

The Bidder’s weighted quality and price scores will be added together to give a total weighted score. The Bidder with the highest weighted score will be awarded the contract.

Where there are two Bidders with the same weighted total scores (to 2 decimal places), the provider out of the two with the highest score for pricing will be the first ranked Bidder.

The Council reserves the right to award a part contract.

The Council reserves the right to not award a contract.

The Council reserves the right to make changes of a drafting nature to the Contract Documents.

# Requirements

## General

Overview

On 29 July 2021, the Government announced The Changing Places Fund which will invest up to £30M over three financial years from 2021/22 to increase the number of CPTs in existing buildings / locations that are accessible to the public.

The Council is proposing to appoint a contractor to provide (with maintenance support) a Pod style Changing Places Toilet (CPT) for a period of ten years within St Johns car park, Glastonbury.

There are currently 1,435 CPTs officially registered in the UK, whilst there are only 6 in Somerset, there are four in Mendip district which are located at:

• Frome (Mendip District Council owned - Market Car park toilets)

• Shepton Mallet (Tesco owned – inside the supermarket)

• Shepton Mallet (The Royal Bath & West Showground owned – at an A37 entrance)

• Wells (Wells City Council owned – rear of town hall)

This arrangement would ensure there is at least one CPT in each of the major towns within Mendip and will be managed within the Neighbourhood Services portfolio and supported through the IDV contract for the cleaning schedule.

Insurance Cover

Prior to signing any Contract, the successful contractor will be required to provide evidence that the following insurances are in place

|  |  |
| --- | --- |
| Public Liability Insurance | £10 million |
| Employer’s Liability Insurance | £5 million |
| Professional Indemnity Insurance | £2 million |

Insurance cover must be maintained with no lapses or breaks for the entire period of the contract and evidence of renewal must be provided before the expiry date of the current cover. The contractor will be required to provide information as to what liabilities the contractor is covered for and not covered for and what liabilities the contractor would expect the Council to be covered for.

Invoicing

Payment Terms

Invoiced monthly for works/services undertaken

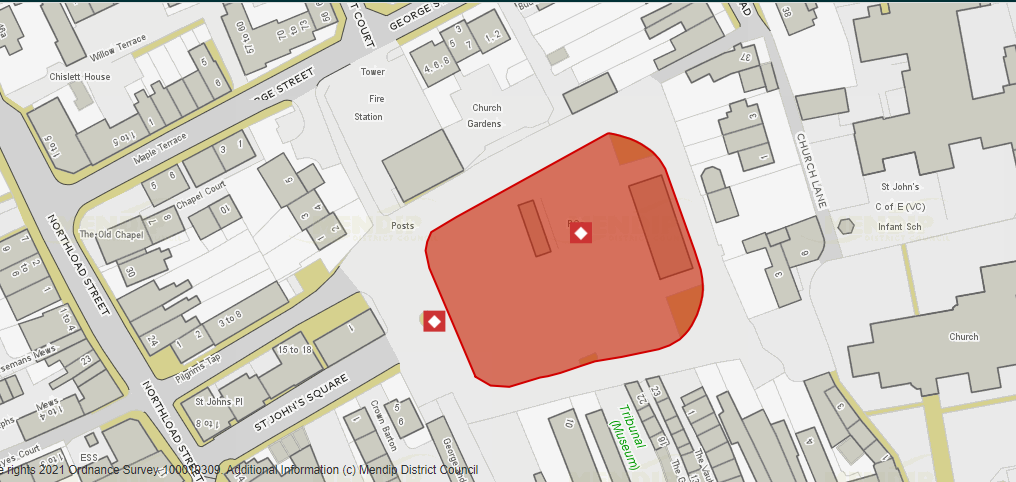
Payment Days

Payment will be made within **30** days of receipt of a complete and valid invoice.

## Scope & Specification

The following are the essential elements in the tender process to ensure full delivery of the CPT Pod for Glastonbury:

* Pod unit (BS8300 compliant) – to include:
* A height adjustable changing bench
* A tracking hoist system
* There should be adequate space (at least 12 sqm wherever possible)
* A centrally placed toilet, with room either side for the carers and drop-down handrails
* A screen or curtain
* Wide tear off paper roll to cover the bench
* A large waste bin for disposable pads
* A non-slip floor
* Access ramp (if required)
* Site arrangements – to include:
* Site survey
* Ground preparation
* Service connections – to include:
* Plumbing
* Electrics
* Planning Permission (if required)



* MDC owned land
* Street lighting



# Supplier information

All questions in this section must be answered.

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier Information** | | | |
| **3.1 Supplier details** | | **Answer** | |
| Full name of the Supplier completing the questionnaire | |  | |
| Registered company address | |  | |
| Registered company/charity or other organisation number | |  | |
| Registered VAT number | |  | |
| Name of immediate parent company | |  | |
| Name of ultimate parent company | |  | |
| Please mark ‘X’ in the relevant box to indicate your trading status | | i) a public limited company | ▢ Yes |
| ii) a limited company | ▢ Yes |
| iii) a limited liability partnership | ▢ Yes |
| iv) other partnership | ▢ Yes |
| v) sole trader | ▢ Yes |
| vi) other (please specify) | ▢ Yes |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | | i)Voluntary, Community and Social Enterprise (VCSE) | ▢ Yes |
| ii) Small or Medium Enterprise (SME) | ▢ Yes |
| iii) Charity | ▢ Yes |
| iv) Sheltered workshop | ▢ Yes |
| v) Public service mutual | ▢ Yes |
| **3.2 Contact details** | | | |
| Supplier contact details for enquiries about this submission. | | | |
| Name |  | | |
| Postal address |  | | |
| Country |  | | |
| Phone |  | | |
| Mobile |  | | |
| E-mail |  | | |
| Are you aware of any potential conflict of interest? (Yes / No) | [Y / N] | | |
| If yes, please explain |  | | |
| **3.3 Contact details (invoicing)** | | | |
| Supplier contact details for enquiries about invoicing. These details will be used to generate an invite to the named contact for them to enroll your organisation and/or update your company details. | | | |
| Name |  | | |
| Telephone number |  | | |
| Email address |  | | |
| **3.4 Collaboration** | | | |
| Are you submitting a collaborative Quote?  *NB a ‘collaboration’ is a formal agreement between two or more companies and will likely include an agreement/contract MoU/SLA between those companies* | [Y / N] | | |
| If yes, please ensure that all sections are completed by the lead bidder. Please ensure that only one submission is completed and returned to the Council, which consolidates the offering from any other party/ies you are quoting with. Please provide the name(s) of the organisation(s) you are collaborating with: | | | |
|  | | | |
| **3.5 Additional information** | | | |
| Does your company voluntarily subscribe to the Real Living Wage? | [Y / N] | | |
| If you have supplied works/services/goods to the Council in the last 12 months, please supply your vendor number or your service contact name at the Council. If you have not, please mark as N/A. | | | |
| Vendor number |  | | |
| Service contract name |  | | |
| Please indicate which **one** of the following you would be willing to provide:  **(please indicate which one by ticking the relevant box)** | | | |
| *A copy of your audited accounts for the most recent two years* | ▢ Yes | | |
| *A statement of your turnover, profit & loss account, and cash flow for the most recent year of trading* | ▢ Yes | | |
| *A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position* | ▢ Yes | | |
| *Alternative means of demonstrating financial status if trading for less than a year* | ▢ Yes | | |

# Suitability Assessment

These questions are subject to Pass/Fail criteria.

Should you fail on any individual question, your submission will be disqualified and will not progress any further. The Council may, at their discretion, investigate any of the answers post-submission.

|  |  |  |
| --- | --- | --- |
| **Suitability Assessment Questions (Pass/Fail)** | | |
| 4.1 | The Contractor confirms their latest annual turnover is over £200k (if your company is less than 12 months old please confirm your extracted accounts from your Parent Company meet the minimum Turnover threshold). If you are the preferred bidder following evaluation you will have to provide a copy of your company accounts to support this. | ▢ Confirm |
| 4.2 | The Contractor confirms that none of their Directors or relatives has been, or is presently, a Member of the Council or an employee of the Council. | ▢ Confirm |
| 4.3 | The Contractor confirms that no legal proceedings are in progress that might affect the performance of the contract obligations and that your Organisation has not been prosecuted under EU/UK law in the last three years.  If unable to confirm, please give full details below. | ▢ Confirm |
|  | | |
| 4.4 | The Contractor confirms that, if awarded the contract, they are willing to have the levels of insurance cover stipulated in Section 2.1. If you are the preferred bidder following evaluation you will have to provide a copy of your insurance certificates. | ▢ Confirm |
| 4.5 | The Contractor confirms that none of their Directors or Organisation has been prosecuted (or has a pending prosecution):   * for fraud, or * under the Bribery Act 2010.   NB Where any person acting on behalf of the contractor:   1. Offers, gives, or agrees to give, any Member or officer of the Council consideration of any kind as an inducement or reward with respect to the contract, or 2. Commits any offence under the Bribery Act 2010.   the contract will be cancelled and any loss recovered. | ▢ Confirm |
| 4.6 | The Contractor confirms that, if they are the preferred bidder following evaluation, they will provide, upon request, the relevant references. | ▢ Confirm |
| 4.7 | Please self-certify that your organisation or any partner organisation complies with any Government embargoes, restrictions and/or sanctions against any individuals, organisations or countries that are either in place at the time of tender submission or that may be in place after award of contract? | ▢ Confirm |
| ***If selected as the preferred Bidder, the Contractor must be able to provide all evidence relating to these criteria within 5 working days of being notified to this effect.*** | | |

# Quality (Technical Questions)

|  |  |  |
| --- | --- | --- |
| **Quality Questions** | | |
| The Technical Questions will form your quality assessment.  All questions must be answered in this section within the response boxes provided in this document unless otherwise stated. Responses submitted in alternative formats and templates will be rejected. | | |
| 5.1 | | Are your Pod units BS8300 compliant & can you provide evidence / copy of compliance certificate? |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.2 | | Do your units include:   * 1. height adjustable, adult sized changing bench   2. ceiling track hoist system   3. adequate space for the disabled person and up to two assistants (at least 12 sqm wherever possible)   4. centrally located toilet with room either side for the carers and drop-down handrails   5. privacy screen   6. wide paper roll   7. large waste disposal bin   8. washbasin, height adjustable   9. standard accessible WCs   10. non-slip floor   11. baby changing facilities   12. Access ramp (if required) |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.3 | | What level of structural warranty do you provide? |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.4 | | Do you offer extended warranty on:   1. Annual or biannual service and inspection (in accordance with L.O.L.E.R 1998)? 2. Helpline provision 3. Parts and accessories 4. Call outs |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.5 | Do you offer a full turnkey solution, including, site survey, planning permission, utilities, ground preparation? | |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.6 | What documentation do you supply to assist in the upkeep of the CPT? | |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.7 | What key system do you provide for user access? | |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.8 | Does your entrance door system allow for sufficient time for users to access? | |
| **CONTRACTOR RESPONSE** | | |
|  | | |
| 5.9 | What safety signage is provided? | |
| **CONTRACTOR RESPONSE** | | | |
|  | | | |

# Previous Experience

|  |  |
| --- | --- |
| **Previous Experience** | |
| The Bidder shall include details of previous experience of one contract relevant to this activity, which is either still running or has been completed within the last three years. | |
| **BIDDER RESPONSE** | Example One |
| Company Name |  |
| Address |  |
| Contact Name |  |
| Telephone No. |  |
| Email |  |
| Description of the work carried out  (word count 200 words) |  |
| Approximate annual contract value (£) |  |
| Contract start and end date |  |

# Pricing

All pricing submissions must be addressed in this section within the response boxes provided unless otherwise stated. Responses submitted in alternative formats and templates will be rejected.

This is a most economically advantageous Quote, with 45% awarded for quality/capability and 55% for the price of the works/service. Please add your pricing submission in the table.

Please note that the values you enter here within this pricing schedule are:

* the full amount to invoice the Council for - no other expenses will be accepted e.g. travel, food, vehicles, equipment, or tools. The price shall include all profit, transport, labour, materials, fuel, insurance, and all other expenses of every kind which, under the Conditions of the Contract, are borne by the Supplier.
* for all hours of all days - no uplifts will be allowed for bank holidays, weekends or unsociable hours unless otherwise stated
* fixed for the contract term
* exclusive of VAT

|  |  |
| --- | --- |
| **Price** | |
| The Bidder shall confirm the price (exclusive of VAT) to complete the works/services/supplies. Bidders must also complete the pricing table below. The pricing schedule summary should be submitted as part of your overall submission, as well as submitting a detailed supporting document itemising each area in detail, line by line. | |
| **BIDDER RESPONSE (PASS/FAIL QUESTION)** | |
| Bidders must provide a response to each of the items set out below. | |
| Item Description | Itemised Cost (Excluding VAT) |
| Cost of POD unit |  |
| Installation Cost |  |
| Servicing |  |
| Emergency Call Out |  |
| **Total Cost** |  |

# Legal Compliance

|  |
| --- |
| Legal Compliance |
| The following documents will form any subsequent binding agreement |
| **Form of Contract**  Design , construction and commissioning of the CP facilities at each site – JCT Building Contract |
| **Agreement**  Instructions to Bidders, Preliminaries, Preambles, General Requirements, Schedule of Works, General Conditions of Contract, Drawings |
| **Council address**  Chris Loughlin  Mendip District Council  Council Offices  Canards Grave Road  Shepton Mallet  Somerset  BA4 5BT |
| **Review Meetings**  Fortnightly meetings and progress report |
| **Possible Extension of Term**  Not Applicable |

# Data Processing Schedule

* + 1. The Contractor 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.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the processing | **[insert]** |
| Duration of the processing | From commencement of contract to its termination. |
| Nature and purposes of the processing | **[insert]** |
| Type of Personal Data | **[insert]** |
| Categories of Data Subject | **[insert]** |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | **[insert]** |

# Bidder’s Warranties

Please confirm your organisation’s acceptance of the terms of this RFQ by ticking the relevant boxes below:

**Please note, should you make a submission, it will be deemed that you have accepted the below documents.**

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| We have read the RFQ documents and subject to, and in accordance with, the JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR’S DESIGN 2016, the Conditions of Quote and all relevant documents attached, we offer to supply and deliver the works/services/supplies specified in this submission, in the quantities and at the rate or prices shown above. |  |  |
| We confirm our submission together with the Council’s written acceptance thereof and any subsequent Contract and/or Purchase Order and/or Works Order and/or Service Schedule shall constitute a binding Contract between us. |  |  |
| We agree to abide by this submission and agree to its validity and enforceability for a period of 90 days from the date of return of this submission. |  |  |

# 

# APPENDIX A – Terms & Conditions

Contract for Design, Construction and Commissioning of the CP facilities.

**JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR’S DESIGN 2016**

|  |  |  |
| --- | --- | --- |
| **Address [ ]** | | |
|  |  |  |
| 1 |  | (as Employer) |
|  |  |  |
| 2 |  | (as Contractor) |

This deed is dated 2022

**PARTIES**

**(1) [ ] COUNCIL** of [ address ].  **(Employer)**

**(2) [ LIMITED]** incorporated and registered in England and Wales with company number [ ] whose registered office is at [ ] **(Contractor)**

**BACKGROUND**

**(A)**   The Employer requires the design and performance of [building/renovation and adaptation works at] [ address ] .

**(B)**   The Contractor offers the services required.

**AGREED TERMS**

**1.**   **INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

**1.1**   Definitions:

**JCT Articles:**  the section of the JCT Minor Works Building Contract with contractor’s design 2016 titled “Articles”.

**JCT Attestation:**  the section of the JCT Minor Works Building Contract with contractor’s design 2016 titled “Attestation”.

**JCT Contract Particulars:**  the section of the JCT Minor Works Building Contract with contractor’s design 2016 titled “Contract Particulars”.

**JCT Conditions:**  the section of the JCT Minor Works Building Contract with contractor’s design 2016 titled “Conditions”.

**JCT Recitals:**  the section of the JCT Minor Works Building Contract with contractor’s design 2016 titled “Recitals”.

**JCT Minor Works Building Contract with contractor’s design 2016:**  the copy contract attached to this agreement at Appendix 1.

**Schedule of Amendments:**  the parties, background, agreed terms and schedules forming this part of this agreement, which amend the standard form JCT Minor Works Building Contract with contractor’s design 2016 (attached at Appendix 1).

**1.2**   The definitions in the JCT Minor Works Building Contract with contractor’s design 2016 shall apply to and have the same meaning in this agreement. In the event that the meaning given in the JCT Minor Works Building Contract with contractor’s design 2016 is different from, or conflicts with, the meaning given in the Schedule of Amendments, the Schedule of Amendments prevails.

**1.3**   The schedules and the annexures form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules and the annexures.

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

**1.5**   Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

**1.6**   A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

**1.7**   References to clauses, schedules and annexures are to the clauses, schedules and annexures of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

**1.8**   Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**1.9** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

**1.10** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

**1.11**   Without prejudice to clause 1.2, in case of any difference, discrepancy or conflict between the Schedule of Amendments and the JCT Minor Works Building Contract with contractor’s design 2016, the Schedule of Amendments shall prevail.

**2.**   **INCORPORATING AND AMENDING THE JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTORS DESIGN 2016**

**2.1** This agreement incorporates and amends the JCT Minor Works Building Contract with contractors design 2016 as follows:

**(a)**   it incorporates the JCT Recitals, as amended by Part 1 of Schedule 1;

**(b)**   it incorporates the JCT Articles, as amended by Part 2 of Schedule 1;

**(c)**   it incorporates the JCT Contract Particulars, as amended by Part 3 of Schedule 1; and

**(d)**   it incorporates the JCT Conditions, as amended by Part 4 of Schedule 1.

**2.2** This agreement does not incorporate the JCT Attestation.

**3.**   **GOVERNING LAW**

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

**4. COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**SCHEDULE 1**

**SCHEDULE OF AMENDMENTS**

**Part 1**

**Recitals**

**1.**   **FIRST RECITAL**

1.1  The Employer wishes to have the following work carried out   
  
the design and performance of building/renovation and adaptation works at [address ](‘the Works’)   
  
under the direction of the Architect/Contract Administrator referred to in Article 3

**2.**   **SECOND RECITAL**

2.1 The Works include the design and construction of all of the Works (‘the Contractor’s Designed Portion’)

**3. THIRD RECITAL**

3.1 The Employer has had the following documents prepared which show and describe the work to be done:

A Specification (‘Contract specification’)

Work Schedules

Other documents showing or describing or otherwise stating his requirements for the design and construction of the Contractor’s Designed Portion (where a Contractor’s Designed Portion is specified above)

together (‘the Employer’s Requirements”) which for identification have been signed or initialised by or on behalf of each Party;

those documents together with this deed, the Conditions, the Contractor’s priced Contract Specification and, if applicable, a Schedule of Rates as referred to in the Fourth Recital (collectively ‘the Contract Documents’) are annexed to this deed as Annexure 1.

**4. FOURTH RECITAL**

4.1 the Contractor has supplied the Employer with a copy of the priced Contract Specification or Work Schedules all with a Schedule of Rates.

**5. FIFTH RECITAL**

5.1 for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004 the status of the Employer is, as at the Base date, that stated in the Contract Particulars.

**6. SIXTH RECITAL**

6.1 for the purposes of the Construction (Design and Management) Regulations 2015 (the “CDM Regulations”) the status of the project that comprises or includes the Works is stated in the Contract Particulars.

**7. SEVENTH RECITAL**

7.1 Delete and replace with “Not Used”.

**8. EIGHTH RECITAL**

8.1 whether any of Supplemental Provisions 1 to 6 apply is stated in the Contract Particulars.

**Part 2**

**Articles**

**1. ARTICLE 1: CONTRACTOR’S OBLIGATIONS**

Not amended.

**2.**   **ARTICLE 2: CONTRACT SUM**

2.1 Delete Article 2 and insert: “The Employer will pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of £[ ] ( pounds) (“the Contract Sum”) or such other sum as becomes payable under this Contract.”

**3.   ARTICLE 3: CONTRACT ADMINISTRATOR**

3.1 Delete Article 3 and insert: “If the Employer does not appoint an external Contract Administrator the Contract Administrator shall be such employee or officer of the Employer as the Employer shall nominate in writing from time to time and the Contractor agrees to this arrangement.”

**4. ARTICLE 4: PRINCIPAL DESIGNER**

4.1 Delete Article 4 and insert: “The Principal Designer for the purpose of the CDM Regulations shall be [ ] or such replacement as the Employer may from time to time appoint to fulfil that role.”

**5. ARTICLE 5: PRINCIPAL CONTRACTOR**

5.1 Delete Article 5 and insert: “The Principal Contractor for the purposes of the CDM Regulations is the Contractor or such replacement as the Employer may from time to time appoint to fulfil that role.”

**6. ARTICLE 6: ADJUDICATION**

Not amended.

**7. ARTICLE 7: ARBITRATION**

Not amended.

**8. ARTICLE 8: LEGAL PROCEEDINGS**

Not amended.

**Part 3**

**Contract Particulars**

|  |  |  |
| --- | --- | --- |
| Fifth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2) | Base Date | **The date of this agreement** |
| Fifth Recital and clause 4.2 | Construction Industry Scheme (CIS) | **Employer at the Base Date is not a ‘contractor’ for the purposes of the CIS** |
| Sixth Recital | CDM Regulations | **This project is not notifiable** |
| Seventh Recital | Framework Agreement (if applicable) (State date, title and parties.) | **Not applicable** |
| Eighth Recital and Schedule 3 | Supplemental Provisions  (Where neither entry against one of the Supplemental Provisions 1 to 6 below is deleted, that Supplemental Provision applies.) |  |
|  | Collaborative working | **Supplemental Provision 1**  **applies** |
|  | Health and Safety | **Supplemental Provision 2**  **applies** |
|  | Cost savings and value improvements | **Supplemental Provision 3**  **applies** |
|  | Sustainable development and environmental considerations | **Supplemental Provision 4**  **applies** |
|  | Performance Indicators and monitoring | **Supplemental Provision 5**  **applies** |
|  | Notification and negotiation of disputes | **Supplemental Provision 6**  **applies** |
|  | Transparency | **Supplemental Provision 7 applies** |
|  | The Public Contracts Regulations 2015 | **Supplemental Provision 8 applies** |
|  | Where Supplemental Provision 6 applies, the respective nominees of the Parties are | **Employer’s nominee**  **Contractor’s nominee**  **Or such replacement as each Party may notify in writing to the other from time to time** |
| Article 7 | Arbitration  (if neither entry is deleted Article 7 and Schedule 1 do not apply. If disputes and differences are to be determined by Arbitration and not by legal proceedings, *it must be stated that Article 7 and Schedule 1 apply.)* | **Article 7 and Schedule 1 (Arbitration) apply** |
| 2.3 | Works commencement date | **The date of this agreement** |
| 2.3 | Date for Completion | **[ ] weeks from the Works Commencement Date**  **or such later date for completion as is fixed under clause 2.8** |
| 2.9 | Liquidated Damages | **At a rate of**  **£ [ ] per week or part week** |
| 2.11 | Rectification Period  (the period is three months unless a different period is stated. | **Twelve (12) months from the date of practical completion** |
| 4.3 | Interim payments – Interim Valuation Dates (Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.3) and thereafter at monthly intervals.) | **The first Interim Valuation date is the date of Practical Completion** |
| 4.3 | Payments due prior to practical completion – percentage of the total value of work etc (the percentage is 95 per cent unless a different rate is stated.) | **Not Applicable** |
| 4.3 | Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor.  (The percentage is 97 ½ per cent unless a different rate is stated.) | **97 ½ per cent (ninety-seven and a half) per cent** |
| 4.3 and 4.8 | Fluctuations provision  (Unless another provision or entry is selected, Schedule 2 applies.) | **No fluctuations provision applies** |
| 4.3 and 4.8 | Percentage addition for Schedule 2 (paragraph 13) (if applicable) | **Not applicable** |
| 4.8.1 | Supply of documentation for computation of amount to be finally certified  *(The period is three months unless a different period is stated).* | **60 working days**  **From the date of practical completion** |
| 5.3 | Contractor’s Public Liability Insurance: injury to persons or property – there required level of cover is not less than | **£ 10,000,000 (ten million pounds)**  **For any one occurrence or series of occurrences arising out of one event, restricted to £5,000,000 in respect of Terrorism** |
| 5.4A, 5.4B and 5.4C | Insurance of the Works etc – alternative provisions | **Clause 5.4 A *(Works insurance by Contractor in Joint Names)* applies** |
| 5.4A and 5.4B | Percentage to cover professional fees  *(If no other percentage is stated, it shall be 15 per cent.)* | **15 per cent.** |
| 5.4C | Insurance arrangements –  details of the required policy or policies | **Not applicable** |
| 7.2 | Adjudication  Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established)  *(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to Adjudication.)* | **The Adjudicator is to be nominated by the Chartered Institute of Arbitrators** |
| Schedule 1  (paragraph 2.1) | Arbitration – appointor of Arbitrator (and of any replacement)  *(If no appointor is selected, the appointor shall be the President or Vice President of the Royal Institute of British Architects.)* | **President or a Vice President:**  **Chartered Institute of Arbitrators** |

|  |  |
| --- | --- |
| **Part 4**  **CONDITIONS** | |
|  | |
| **Clause 1.1** | Add these definitions:  “Base Specification: the Specification for Works and installations which shall have effect unless and to the extent contradicted by the Contract Specification relating to the Works which is annexed to this Agreement as Annexure 3.  Contract: the agreement between the Employer and Contractor for the Works which incorporates all or part of the Conditions and for this purpose “Agreement” shall also be interpreted as a reference to the Contract.  Deleterious: materials or equipment that are generally accepted, or generally considered, in the construction industry at the relevant time as posing an inherent threat to the health and safety of any person; or posing an inherent threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works; or reducing, or being likely to reduce, the normal life expectancy of the Works or any part or component of the Works; or not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément.  Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works (and completed Works) and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works (and completed Works).  Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, extension and repair of the Works (and the completed Works).  Standard of Care: all the reasonable skill, care and diligence to be expected of a qualified and experienced appropriate professional designer undertaking the design of works similar in scope and character to the Works." |
|  |  |
| **Clause 2.2** | Add a new sub-clause 2.2.3:  "The Contractor shall not specify or use any products or materials in the Works, which, at the time of specification or use, are Deleterious." |
|  | Add a new sub-clause 2.2.4:  "The Contractor shall not use or suffer or permit the use in the Works of any products or materials, which, at the time of use, are Deleterious. The Contractor shall immediately notify the Contract Administrator if he becomes aware of any such use." |
|  |  |
| **Clause 2.5** | Delete clause 2.5.1 and replace with “Not used”.  In clause 2.5.2 after “CDP Works” insert  “either with other such documents or with the Employer’s requirements or the Base Specification or between any Contract Documents” |
|  |  |
| Clause 2.6 | Delete clause 2.6.1 and replace with  “If the Contractor becomes aware of any divergence between the Statutory Requirements and the and the Contract Documents or documents prepared by the Contractor for the CDP Works or between the Statutory requirements and any instruction issued by the Contact Administrator, he shall immediately notify the latter, specifying the divergence.”  Delete clause 2.6.2 and replace with  “Where such a divergence as is described in clause 2.6.1 occurs, the Contactor shall correct the CDP Works at his own expense after the Contract Administrator has approved the manner in which the Contractor proposes to deal with the divergence.” |
|  |  |
| **Clause 2.8** | Add to the end of the clause:  “Where a reason within the control of the Contractor and a reason beyond the control of the Contractor apply at the same time the reason beyond the control of the Contractor shall not be applicable for the purposes of this clause.” |
|  |  |
|  |  |
| **Clause 2.10** | Replace the clause with:  **“Practical completion**  2.10 .1 The Contractor shall give notice in writing to the Employer and the Contract Administrator (“**Anticipated PC Notice**”) when it considers that it is seven (7) days from practical completion of the Works, such notice to include the date of anticipated practical completion of the Works and the elements of Works to be completed between the date of the Anticipated PC Notice and the anticipated date of practical completion PROVIDED THAT an Anticipated PC Notice giving a practical completion date later than the due date for completion shall not operate to produce any extension of the time for completion of Works unless otherwise agreed pursuant to this Agreement.  .2 The Contractor shall give notice in writing to the Employer and the Contract Administrator (“**PC Notice**”) when it considers that the Works are practically complete. A PC Notice shall only be valid if the Contractor delivers with it all documents required by clauses 2.1.3 and 3.9 and all of the document and items set out in clause 2.10A.  .3 Within three working days of the later of the date given in the Anticipated PC Notice and the date of the PC Notice the Employer (or the Architect/Contract Administrator) will inspect the Works and documents and items provided by the Contractor and determine whether practical completion has been achieved which for the purpose of this clause shall include Remedial Works.  .4 If the Architect/Contract Administrator considers that the Works have reached practical completion and all necessary things and documents have been delivered it shall certify practical completion in writing to the Employer and the Contractor.  .5 If the Architect/Contract Administrator considers that the Works have not reached practical completion and/or all necessary things and documents have not been delivered it shall notify the Employer and the Contractor in writing of what is required to achieve practical completion and sub-clauses 2.10.2 to 2.10.5 shall continue to apply until the Architect/Contract Administrator certifies practical completion under clause 2.10.4.  .6 For the purposes of this Agreement the deferment of any work of planting or landscaping until the proper season will not prevent the achievement of Practical Completion if the Works are otherwise completed and the property is ready for occupation and use and in such event it shall be acceptable to certify practical completion with the deferred work of planting or landscaping dealt with as an agreed defect to be remedied by the Contractor within the applicable period.  .7 For the purposes of this Agreement the requirement for a statutory undertaker to complete modifications to the metering of utility supplies to the buildings at which the Works are carried out will not prevent the achievement of Practical Completion if the Works are otherwise completed and the property is ready for occupation and use and in such event it shall be acceptable to certify practical completion with the deferred work dealt with as an agreed defect to be remedied by the Contractor within the applicable period.” |
|  |  |
| **Clause 2.10A** | Add a new clause 2.10A after clause 2.10:  “**Practical Completion documents and items**  2.10A The documents and things required for a valid notice of practical completion are:  (a) a completion or final certificate issued by the relevant building control body under the building regulations in respect of the Works (to the extent that the same is legally required) (“**Building Regulations Certificate**”)  (b) final version of a comprehensive fire risk assessment of the property at which the Works have been undertaken carried out by a reputable contractor whose identity is approved by the Architect/Contract Administrator in writing (“**Fire Risk Assessment**”) (with confirmation that all necessary actions required have been completed)  (c) an asbestos survey of the entire property at which the Works have been undertaken carried out by a reputable contractor whose identity is approved by the Architect/Contract Administrator in writing (“**Asbestos Survey**”) and proof of completion of any removal or required works (if any) (“**Remedial Works**”)  (d) all certificates relating to the inspection and safety of gas and electrical installations at the property where the Works have been undertaken (“**Gas and Electrical Certificates**”)  (e) all energy performance certificates and documents relating to the Property at which the Works have been undertaken (“**EPC Documents**”)  (f) installation or servicing certificate for emergency lighting  (g) installation or servicing certificate for fire equipment  (h) installation or servicing certificate for fire alarms and smoke detectors  (i) documented risk assessment for legionella with proof of completion of any required works  (j) three sets of keys for all locks at the property at which the Works have been undertaken  (k) manuals and guarantee documents for all items installed at the property at which the Works have been undertaken  (l) any other document or item requested in writing by the Employer or the Architect/Contract Administrator before the issue of the Anticipated PC Notice. |
|  |  |
| **Clause 2.10B** | Add a new clause 2.10B after clause 2.10A:  "**Snagging list and defects, shrinkages or other faults remaining at practical completion**  2.10B Clause 2.11 and 2.12 shall apply, all other things being equal, to:  .1 any items identified on any snagging list issued by the Contract Administrator at or around practical completion or attached to a Practical Completion Certificate;  .2 any defects, shrinkages or other faults in the Works at practical completion; and  .3 any incomplete work, forming part of the Works, remaining at practical completion." |
|  |  |
| **Clause 2.12** | Add to the end of clause 2.12, before the full stop:  "Provided that the Contract Administrator shall not be required to issue that certificate earlier than the expiry of the Rectification Period." |
| **Clause 2.13** | Add a new clause 2.13:  "**CDP Works**  2.13 .1 Without derogating from any other provision in this Contract, the Contractor shall be fully responsible in all respects for the design of the CDP Works including (without limitation) all design work proposed by or on behalf of the Employer on or before the date of this Contract forming part of the Employer's Requirements.  .2 Without prejudice to clause 2.13.1, the Contractor shall be fully responsible in all respects for any design of the CDP Works that is carried out by a professional consultant or specialist designer or sub-contractor that the Contractor has or will employ (including a person employed at the Employer's request) whether such design work is carried out before, on or after the date of this Contract.  .3 Without derogating from any other provision in this Contract, the Contractor warrants to the Employer that it shall use the Standard of Care when:  .1 designing the CDP Works; and  .2 selecting goods, materials, plant and equipment for incorporation in the CDP Works.  .4 The Contractor warrants that its design of the CDP Works complies with Statutory Requirements." |
| **Clause 2.14** | Add a new clause 2.14  "**Materials:**  2.14 .1 The Contractor grants to the Employer, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by or on behalf of Contractor for any purpose relating to the Works (and the completed Works) including, without limitation, any of the Permitted Uses.  .2 This licence carries the right to grant sub-licences and is transferable to third parties without the Contractor's consent." |
| **Clause 2.15** | Add a new clause 2.15  "**Warranty on Equipment Installed**  2.15 .1 The Contractor shall procure that all equipment (“**Equipment**”) installed by it in the course of the Works have the benefit of a warranty relating to the quality of the relevantEquipment ("the Manufacturer's Warranty") and shall be responsible for registering Equipment with the relevant manufacturer or other party in order to obtain a valid Manufacturer's Warranty and providing evidence to the Employer of the Manufacturer's Warranty being in effect.  .2 The Contractor shall be responsible for assigning or otherwise making available to the Employer the benefit of the Manufacturer's Warranty on Equipment forming part of the Works such that the Employer will be able to obtain the benefit of the Manufacturer's Warranty during and after the Rectification Period for the full duration of the Manufacturer's Warranty.  .3 The Contractor shall do and sign all such things and documents as may from time to time be required in order to obtain goods or services under the terms of the Manufacturer's Warranty PROVIDED THAT the Employer shall not be obliged to engage the Contractor to perform any repairs or replacement undertaken under the terms of the Manufacturer's Warranty during or after the Rectification Period.  .4 The Contractor shall indemnify and keep indemnified the Employer against any and all costs, losses, liabilities and expenses of any kind incurred by the Employer as a result of there being no valid Manufacturer's Warranty in relation to Equipment where the lack of a Manufacturer's Warranty is due to the action, omission, neglect or default of the Contractor or a party for whose actions it is responsible in law." |
| **Clause 3.10** | Insert new clause 3.10:  "**Project meetings**  The Contractor shall attend project meetings convened by the Contract Administrator upon reasonable notice and at reasonable intervals and representatives of the Employer and the Employer's professional consultants and any other persons authorised by the Architect/Contract Administrator shall be permitted to attend such meetings." |
| **Clause 4.3.2** | Add to the clause the words  “…and which have been correctly installed“ |
| **Clause 4.7** | In sub-clause 4.7.1 after "4.5" add:  "where that sum taken together with any other sums to which the same criteria apply is greater than £10,000"  In sub-clause 4.7.1 after "7 days after the Contractor has given notice to the Employer, with a copy to the Contract Administrator, of his intention to suspend the performance of" insert:  "any or all of"  In sub-clause 4.7.3, delete "or on request" and, at the end of the sub-clause, add a new sentence:  "The Contractor shall, on request, submit such further details as are reasonably requested by the Contract Administrator." |
|  |  |
| **Clause 5.1** | In clause 5.1, after "caused by the carrying out of the Works" insert:  "or of any other obligation pursuant to the Contract Documents". |
| **Clause 5.2** | In clause 5.2, after "by reason of the carrying out of the Works" insert:  "or of any other obligation pursuant to the Contract Documents". |
| **Clause 5.2A** | Add new clause 5.2A after clause 5.2:  "**Contractor to prevent nuisance and indemnify Employer**  The Contractor shall prevent any nuisance (including any noisy working operations) or other interference with the rights of any adjoining owner, tenant or occupier or any statutory undertaker, of which the Contractor is or ought reasonably to have been aware, arising out of the carrying out of the Works. The Contractor shall assist the Employer in defending any action or proceedings in relation to any such nuisance or interference. The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing its obligations under this clause 5.2A." |
| **Clause 5.2B** | Add new clause 5.2B after new clause 5.2A:  "**Contractor to prevent trespass to neighbours**  Without prejudice to clauses 5.1, 5.2 and 5.2A, the Contractor shall ensure that there is no trespass by the Contractor on or over any adjoining or neighbouring property arising out of the Works and shall take all reasonable safety and other measures to prevent damage or injury to any persons including the occupiers of adjoining or neighbouring property and members of the public. If carrying out the Works would otherwise be an act of trespass, the Contractor shall, at no cost to the Employer, obtain the prior written agreement of the owners or occupiers of any adjoining or neighbouring property to that act. That agreement shall be subject to the Employer's approval before its completion, such approval not to be unreasonably withheld or delayed. The Contractor shall comply with any conditions contained in that agreement, at no cost to the Employer, and shall not be entitled to any extension of time as a result of any conditions contained in that agreement." |
| **Clause 5.3** | In clause 5.3 add after references to clause 5.1 and 5.2:  "(including 5.2A and 5.2B)"  Add sub-clauses:  “.3 is on customary and usual terms and conditions prevailing for the time being in the insurance market; and  .4 is on terms that do not require the Contractor to discharge any liability before being entitled to recover from the insurers and that would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930." |
| **Clause 5.3A** | Add new clause:  "**Contractor may not settle, compromise or affect a claim**  In relation to the insurance referred to in clause 5.3, the Contractor shall not, without the Employer's consent:  .1 settle or compromise any claim with the insurers that relates to a claim by the Employer against the Contractor; or  .2 by any act or omission lose or affect the Contractor's right to make, or proceed with, that claim against the insurers." |
| **Clause 5.8** | Add new clause 5.8:  "**Contractor to co-operate with Employer's reasonable insurance requirements**  The Contractor shall co-operate fully with any measures reasonably required by the Employer, including:  .1 completing any proposals for insurance and associated documents; or  .2 maintaining insurance at rates above commercially reasonable rates, if the Employer reimburses the Contractor for the net cost of that insurance above commercially reasonable rates." |
|  |  |
| **Clause 5.9** | Add new clause 5.9:  “**Contractor’s Professional Indemnity Insurance**  In relation to the Contractor’s Designed Portion, the Contractor shall, if required by the Employer maintain and provide documentary evidence of the maintenance of, professional indemnity insurance in relation to the design of the Contractor’s Designed Portion with a minimum level of cover not less than £1,500,000 (one million five hundred thousand pounds) for any one occurrence or series of occurrences arising out of one event.” |
|  |  |
| **Clause 6** | In clause 6.3.2 add after "on such terms"  "as to reduced payment or increased Works without increased payment"  In clause 6.4.2 add after "specified default"  "that is capable of remedy"  Add new sub-clause 6.4.3  "If the Contractor has committed a specified default that is not capable of remedy the Employer may at any time after the notice under clause 6.4.1 give further notice to the terminate the Contractor's employment under this Contract." |

**NEW CLAUSE 6.12**

Add new Clause 6.12:.

”**Clause 6.12 – COVID 19**

**Insert the following Definitions**

**Covid 19 Event** means the outbreak of coronavirus disease (COVID-19) prior to or following the date of this Contract (as the case may be) and/or the implementation by the UK Government and/or any UK public health authority of measures in response to the COVID-19 outbreak, but only to the extent that the COVID-19 outbreak and/or resulting measures directly affect the execution of the any order or Works at the site, including but not limited to:

1. shortages of labour or supervision as a result of preventative measures to contain the COVID-19 outbreak and/or due to infection, or potential infection, and the resulting quarantine, self isolation or similar, required; or
2. shortages of plant or materials due to delays in their manufacture, distribution or delivery to site; or
3. any suspension of the order or Works, closure, or restricted access to the site or amended working methods (howsoever arising) as a result of measures to contain the COVID-19 outbreak.

save where the impact upon the execution of the order or Works, including any shortages in labour, plant or materials, has arisen as a result of the negligence or default of the Contractor (howsoever arising) and provided that other contractors engaged in projects of a similar size scale and complexity to the order or Works are generally affected in the same way.

**Force Majeure** (or force majeure) means any unforeseeable occurrence other than a Covid 19 Event which is beyond the responsibility and control of either Party, attributable either to the forces of nature or to other circumstances not confined in their effects wholly or principally to the Parties, any Employer's Persons or Contractor's Persons, the site or the order or Works

6.12.1 Covid 19 Event Remedies

The Contractor agrees that its sole and exclusive remedy for any delay to the progress of the order or Works arising directly or indirectly out of a COVID-19 Event or any additional costs or expenses arising directly or indirectly out of a COVID-19 Event shall be the right to apply for an extension of time for completion of the order or Works on the grounds that the delay was caused by the occurrence of a COVID-19 Event. The Contractor waives any rights it may have to make any other claim for additional time or money under this Contract relating indirectly or directly to COVID-19

6.12.2 Covid 19 Event Termination

If before practical completion of the order or Works the carrying out of the whole of the order or Works is suspended for a continuous period of 8 (eight) weeks as a result of a Covid 19 Event, then either party may upon expiry of that period give 10 (ten) working days’ notice in writing of intended termination of the Contractor’s employment under this Contract. Where the order or Works do not substantially resume after that notice period, the Contractor’s employment will automatically terminate whereupon the provisions of clause 6.11 will apply.

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  | |  |  |
|  | Executed as a deed by affixing the common seal of :  **[ Council ]**  in the presence of: | |  | Sign here |  |
|  | | | |  |  |
| Signature of Witness | | | |  |  |
| Name (in BLOCK CAPITALS) | | | |  |  |
| Address | | | |  |  |
|  | | | |  |  |
|  |  |  | |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  | Signed as a deed by  **[ ] Limited**  acting by a director in the presence of: |  | Sign here |  |
|  | | | Director |  |
| Signature of Witness | | |  |  |
| Name (in BLOCK CAPITALS) | | |  |  |
| Address | | |  |  |
|  | | |  |  |
|  |  |  |  |  |

**APPENDIX 1**

**JCT MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR’S DESIGN 2016**

The Parties have appended a copy of the JCT Minor Works Building Contract with contractor’s design 2016

**ANNEXURE 1**

**CONTRACT DOCUMENTS**

 [ Schedule of works ]

**ANNEXURE 2**

**INSURANCES**

The Works will be insured by the Contractor as set out in the Contract Particulars pursuant to its policy with [ ] Insurance issued pursuant to policy reference [ ]

Any existing structures will be insured by the Employer pursuant to its policy with [ ] issued pursuant to policy reference [ ]

and/or by [ funder ] Limited (company number ) whose registered office is at [ ] upon that company becoming the owner of the property at which the Works are to be carried out pursuant to its policy:

.

# APPENDIX B – Pricing Schedule

Not used

# APPENDIX C – Form of Quote

To: Mendip District Council

Cannards Grave Road

Shepton Mallet

Somerset

BA4 5BT

Having examined the specifications for the supply of Works/Services/Goods detailed in this RFQ, we offer to supply the said Works/Services/Goods in conformity therewith for the sums as may be ascertained in accordance with the RFQ documents.

I/We ...............................................................................................................................

**(Insert the full name of the Bidder including 'Ltd.' 'PLC' or as the case may be.**

**N.B. if the legal name is a business name not followed by 'Ltd.' or 'PLC' or a similar expression, please state the legal nature of the bidder e.g. partnership or incorporated unlimited company.)**

Of .................................................................................................................................

…………………………………………………………… **(Insert address)**

or being a company registered in England/Scotland (delete as applicable)

.......................................................... **(Insert other country of incorporation)**

whose registered number is ……………………... **(Insert company registration number)**

and whose registered office is at **(Insert registered address of company)**

...................................................................................

...................................................................................

I/We acknowledge that unless, and until, this RFQ is incorporated in a Form of Contract prepared by the Council's Solicitor and executed by the Council, there shall not be a binding contract between me/us and the Council.

We understand that you are not bound to accept the lowest or any Quote you may receive, and that more than one Quote may be accepted or part of one Quote may be accepted, all at the discretion of the council.

Dated: ......................................

Signed: ......................................

Full name of signatory: .......................................

Capacity of signatory: ........................................

On behalf of: (full name of Bidder) ........................................