

CONTRACT NO. EC09/01/xxxx

CONTRACT

for

SERVICING, MAINTENANCE, CALL OUT AND REPAIRS

between

**(1)
SOUTHAMPTON CITY COUNCIL**

and

**(2)
[CONTRACTOR]**

THIS DEED is made the day of 201

BETWEEN

- (1) **SOUTHAMPTON CITY COUNCIL** of Civic Centre, Civic Centre Road, Southampton, SO14 7LY(the "**Employer**"); and
- (2) **[CONTRACTOR]** ([Company Number]) whose registered address is at [ADDRESS] (the "**Contractor**").

BACKGROUND

- (A) The *Employer* invited tenders from contractors including the *Contractor*, to provide lift maintenance and callout services ("*Maintenance Services*") as well as identified lift installation and replacement projects ("*Installation Works to be awarded under a separate Lift Replacement (Main Works) contract*") in the city of Southampton, more specifically identified in the Contract Documents.
- (B) The *Contractor* submitted its tender on [DATE] (the "*Tender*") and was selected to provide such services and undertook to provide the same on the terms set out herein.
- (C) The *Contractor* and the *Employer* hereby duly execute this agreement (the "*Agreement*").

IT IS AGREED THAT:

1. The *Contractor* will provide the *Maintenance Services* in accordance with the *conditions of contract* identified in the Contract Data and contract documents listed below.
2. The *Employer* will pay the *Contractor* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and contract documents listed below.
3. The *Contract Date* (the date when this *Agreement* came into existence) is date of this *Agreement*.
4. This *Agreement* shall commence on the *Contract Date*, and shall continue in full force and effect for the remainder of the *Term*.
- 4.1 *For the purpose of this Agreement, the Term means the period commencing on the Contract Date and ending upon the issuing of the final Making Good Defects Certificate with regards to the Lift Replacement (Main Works) Contract.*
- 4.2 *The Employer may extend the Term of this Agreement by individual periods of One year for up to Four (4) years, by giving the Contractor at least six (6) month(s) written notice of such intention at the Contractor's address above before the expiry of the Agreement.*
5. The *Contractor* shall carry out the *Maintenance Services* in accordance with list A of the contract documents below;
6. During the *Term* of this *Agreement*, where the need for *Installation Works* is identified either during the carrying out of any *Maintenance Services* or otherwise and whether identified by the *Employer* or the *Contractor*, the *Employer* may, instruct the *Contractor* to carry out orders for *Installation Works* in accordance with the procedure specified in the Appendix attached to this Contract Agreement and using list B of the contract documents below.
7. The following documents form part of and are hereby incorporated into this *Agreement*:

7.1 LIST A of the Contract Documents (applicable to *Maintenance Services only*),

7.1.1 the Callout and Maintenance Specification 2019 (within the tender docs)

7.1.2 the Lift Performance Specification 2019 (within the tender docs)

7.1.3 the Lift Electrical Particular Specification 2019 (within the tender docs)

7.1.4 the Standard Electrical Specification

7.1.5 the *Contractor's* form of tender;

7.1.6 the *Contractor's* tender return

7.1.7 the Contract Data part one;

7.1.8 the Contract Data part two;

7.1.9 to 7.1.30 Service Information;

7.1.31 to 7.1.33 the price list

7.1.31 the *conditions of contract* being NEC3 Term Service Contract (June 2005) (with amendments June 2006 and September 2011), of which, the core clauses and the clauses for Options have been amended and the amendments are contained therein (copies of which (except the core clauses and clauses for Options of the NEC3 Term Service Contract (June 2005) (with amendments June 2006 and September 2011)) are annexed and/or have been signed for identification purposes by or on behalf of the *Employer* and the *Contractor*).

7.2 LIST B of the Contract Documents (applicable to *Installation Works only*),

7.2.1 the *Contractor's* form of tender;

7.2.2 Contract Data part one

7.2.3 Contract Data part two

7.2.4 to 7.2.105 Installation Works

7.2.106 to 107 the Pricing document

7.2.108 the *conditions of contract* being NEC3 Engineering and Construction Contract (June 2005) (with amendments June 2006 and September 2011), of which, the core clauses and the clauses for Options have been amended and the amendments are contained therein;

(copies of which (except the core clauses and clauses for Options of the NEC3 Engineering and Construction Contract (June 2005) (with amendments June 2006 and September 2011)) are annexed and/or have been signed for identification purposes by or on behalf of the *Employer* and the *Contractor*).

7.3 LIST of the Contract Documents (applicable to both *Maintenance Services Installation Works*)

APPENDICES

Appendix A Scaffolding Works

Appendix B Pollution Control

Appendix C Form of Contract Guarantee

Appendix D Form of Parent Company Guarantee

Appendix E Form of Collateral Warranty

Appendix F Template Forms

- 8.** The *Contractor* acknowledges that this *Agreement* is not an exclusive arrangement and nothing in this *Agreement* shall operate to prevent the *Employer* from engaging any other organisation or person to provide services similar to or the same as *the Maintenance Services and/or Installation Works*.

IN WITNESS WHEREOF the Parties have caused this *Agreement* to be executed as a deed by their duly authorised representatives and delivered on the date first above written.

Executed as a Deed for and on behalf of the *EMPLOYER* by the affixing of its common seal in the presence of:

Name :

Title : Authorised signatory

Signature:

Executed as a Deed for and on behalf of the *CONTRACTOR* by

Name :

Position : Director

Signature:

and

Name :

Position : Director

Signature:

Appendix to Contract Agreement

Procedure for Issuing an *Installation Works Order*

1. During the *Term* of this *Agreement*, where *Installation Works* have been identified prior to or during the *Maintenance Services*, the *Employer* may from time to time, give instructions for *Installation Works* to the *Contractor* in the form of an order.
2. An order for *Installation Works* shall contain list B of the contract documents with specific *Contract Data* and *Works Information* relevant to individual *Installations Works* provided by the *Employer*
3. The *Contractor* then must provide the *Employer* with a completed *Contract Data* and quotation based on the pricing document submitted in the *Tender* within 28 days after receiving the *Employer's* instruction. Where certain aspects of the quotation cannot be ascertained based on pricing documents in the *Tender*, the *Contractor* shall be required to compile addition rates for the quotation and identify these by placing an asterisk (*) next to each of these rates (the 'Star Rates'). The *Contractor* shall provide the basis and details of how these Star Rates are compiled and calculated.
4. Once quotation for an individual *Installation Works* is received the *Employer* shall decide whether to proceed at its sole discretion.
5. Where the *Employer* decides to proceed with the order for *Installation Works*, the parties shall carry out the order in accordance with list B of the contract documents with *Contract Data* and *Works Information* and the *Contractor's* quotation specific to this order.
6. Should the Performance Measurement Post Completion Review Form referred to in 7.2.33 show one or more failures by the *Contractor* against any Element in the form the *Project Manager*, within a reasonable time, review why the failure occurred, Following such review the *Project Manager* will issue to the *Contractor* a notice (a "Performance Notice") identifying the areas needing improvement and the required actions. The Performance Notice will remain in place until such time the *Provider* is able to demonstrate, to *Southampton City Council's* or its nominee's satisfaction, that measures have been taken, or guarantees have been given to the satisfaction of the *Project Manager*, to eliminate the potential reoccurrence of the issue(s) for which the Performance Notice was raised and the actions contained in the Performance Notice have been taken. Orders for new installations will not be issued while a Performance notice is in place.