

MERSEYSIDE WASTE DISPOSAL AUTHORITY

# CONTRACT FOR THE PROVISION OF HIRE VEHICLES

January 2022 Merseyside Waste Disposal Authority 7th Floor No. 1 Mann Island Liverpool L3 1BP

# **Document Revision History**

Current Issue: 1

# Date of Issue: 19<sup>th</sup> January 2022

Issue	Author	Date	Amendments		
1	GB	19/01/2022	Initial issue		

# Merseyside Waste Disposal Authority

# Contract for the Provision of Hire Vehicle

# Instructions for Tendering

Tender must be submitted in accordance with the following instructions. Tenders not complying with these instructions in any particular may be rejected by the Authority whose decision in the matter shall be final.

- 1. Merseyside Waste Disposal Authority is inviting tenders for the provision of hire vehicles for a period of three years from 1<sup>st</sup> April 2022.
- 2. The Authority does not bind itself to accept the lowest or any tender.
- 3. The tender document must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender document other than on an <u>In Confidence</u> basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.
- 4. The tender should be made on the 'Form of Tender' incorporated in this document. It should be signed by the tenderer and submitted with the 'Schedule of Rates and Prices', which should be fully priced in ink, and accompanied by the Conditions of Contract and Scope of Works to the address and not later than the date and time stated in paragraph 13 below.
- 5. No unauthorised alteration or addition should be made to the Form of Tender, to the Schedule of Rates and Prices or to any component of the tender document.
- 6. No tenders received after the fixed date shall be considered unless the Authority is satisfied that there is evidence of posting in time for delivery by the due date in the normal course of post, and the other tenders which were received by the specified time have not been opened.
- 7. Tenders must not be qualified and must be submitted <u>strictly</u> in accordance with the tender documents. Tenderers must not make unauthorised changes to the tender documents. Only tenders submitted without qualification strictly in accordance with the tender documents as issued (or subsequently amended by the Authority) will be accepted for consideration. The Authority's decision on whether or not a tender is acceptable will be final and the tenderer concerned will not be consulted. <u>Qualified tenders will be excluded from further consideration</u> <u>and the tenderer notified.</u>
- 8. Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised as soon as possible with Mr. Tony Byers or Mr. Graeme Bell telephone: 0151 255 1444.
- 9. Unit notes and prices must be quoted in pounds sterling and whole pence.

- 10. The assessment of tenders will be based on the criteria of the most economically advantageous tender. The assessment will have particular reference to;
  - i) Price
  - ii) Ability to meet Scope of Works
  - iii) Tenderers experience and qualifications

The above factors are **not** stated in any order of merit.

- 11. It is the responsibility of Tenderers to obtain for themselves and at their own expense, any additional information necessary for the preparation of their tenders.
- 12. All costs associated with the preparation of a response to the tender document shall be borne in full by the tenderer.
- 13. Tenders should be sent by registered post, recorded delivery service or Data post, or delivered by hand to;

Chief Executive, Merseyside Waste Disposal Authority, 7<sup>th</sup> Floor, No.1 Mann Island, Liverpool, L3 1BP

so as to arrive not later than the time and date stated in the letter accompanying this document. Tenders shall be submitted in a sealed envelope, which shall not bear any mark or franking indicating the identity of the tenderer. Tenders must not be sent by any other form of postal service.

**N.B.** It is not a condition of posting required by the Post Office that the name of the sender must appear on the envelope in any of the postal services mentioned in this paragraph.

14. The Tenderers shall provide alongside their tender submission either a copy of their Company Environmental Policy or ISO14001 Certification.

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# **Conditions of Contract**

## 1. Definitions

- 1.1. In the Contract (as herein defined) the following words and expression shall have the meaning herby assigned to them except where the context otherwise requires: -
  - 1.1.1. "Authority" means the Merseyside Waste Disposal Authority and includes the Authority's personal representatives successors and permitted assigns.
  - 1.1.2. "Owner" means the person or persons firm or company whose tender has been accepted by the Authority and includes the Owner's personal representatives successors and permitted assigns.
  - 1.1.3. "Contract" means the Conditions of Contract the Owner's standard or modified terms and conditions (if any) Specification Schedule of Rates the Tender and the written acceptance thereof and the Contract Agreement (if completed);
  - 1.1.4. "Owner's standard or modified terms and conditions" means those terms and conditions that do not conflict with these Conditions pursuant to Clause 6;
  - 1.1.5. "Vehicle" means self-drive motor vehicle described in the Specification to these Conditions and any temporary replacement vehicle of a similar specification to such vehicles that may be provided from time to time by the Owner in accordance with the provisions of the Contract.
  - 1.1.6. "Month" means a calendar month
- 1.2. References to a person include any individual, firm, unincorporated association or body corporate.
- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4. The headings in these Conditions shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.5. A reference to any particular legislation is a reference to it as it is in force for the time being taking account of any amendment, extension, or reenactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules

to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.7. The Schedules 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.

# 2. Duties and Obligations

- 2.1. The Owner shall subject to the provisions of the Contract provide the Authority with the Vehicle on a hire basis during the period of the Contract. Except for the temporary replacement Vehicles that may be provided from time to time by the Owner pursuant to Clause 14 and 15 the Vehicle provided shall be new and not previously used by the Owner or hired out to another user.
- 2.2. The Vehicle shall be used for the purpose of conveying officers of the Authority, together with their personal protective equipment and monitoring equipment in the course of their normal duties to (inter alia) monitor the Authority's closed landfill sites and other facilities. The average mileage to be undertaken by each Vehicle over the contract period is estimated at 8,000 miles per annum.
- 2.3. The owner shall upon request provide confirmation that the Authority has sole use of the Vehicles during the Contract Period. Such confirmation shall not be reasonably withheld.

#### 3. Contract Period

3.1. The Contract period shall be from the Date of Commencement for the Contract pursuant to Clause 4 for a period of 3 years subject to Clause 18.

# 4. Date of Commencement of Contract

4.1. The Date of Commencement of the Contract shall be 1st April 2022.

# 5. Sufficiency of Tender

5.1. The Owner shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the rates entered by him in the Schedule of Rates which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract and to have obtained for himself all the necessary information as to the risks contingencies and any other circumstances which might influence or affect their tender.

#### 6. Owner's Standard Terms and Conditions

6.1. The Authority will consider accepting the Owner's standard or modified terms and conditions where there is no conflict with these Conditions provided that a copy of the Owner's standard or modified terms and

conditions is returned with his tender and is intended to be read in conjunction with these Conditions.

# 7. Assignment and Sub-letting

- 7.1. Neither the Authority nor the Owner shall assign the Contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other party.
- 7.2. The Owner shall not sub-let the whole of the Contract. The Owner shall not sub-let any part of the Contract without the consent of the Authority which consent shall not be reasonably withheld.
- 7.3. The Owner shall be responsible for any acts defaults or neglects of any sub-contractor his agents servants or workmen in the execution of the Contract or any part thereof as if they were acts defaults or neglects of the Owner.

#### 8. Statutory Obligations

8.1. The Owner shall comply with any statute directive statutory instrument role or order or any regulation or by-law applicable to the performance of the Contract and shall indemnify and keep indemnified the Authority against all penalties and liability of every kind for breach of any such provision by the Owner.

#### 9. Quality Standards

9.1. Where an appropriate British Standard specification or British Standard Code of Practice issued by the British Standards Institute is current all goods materials and services supplied used or provided shall be in accordance with that standard without prejudice to any higher standard required by the Contract.

#### **10. Indemnity and Insurances**

- 10.1. The Owner shall indemnify and keep indemnified the Authority against all claims for injury to or death of any person and for the loss of or any damage to property (except insofar as the same are due to the act or neglect of the Authority or its Authorised employees) arising directly or indirectly from the carrying out of this Contract and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 10.2. The Authority shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Owner or any sub-contractor save and except that such accident or injury results from or is contributed to by any act or default of the Authority its agents or servants and the Owner shall indemnify and keep indemnified the Authority against all such damages and compensation (save and except as

aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.

- 10.3. Without prejudice to his liability to indemnify the Authority the Owner shall maintain and shall cause any sub-contractor to maintain insurances to cover the Owner's liability under Clause 10.1 to 10.2.
- 10.4. For all claims other than under Clause 10.2 against which this Clause requires the Owner to insure the insurance cover shall be £2,000,000.00 or such greater sum as the Owner may choose in respect of any one incident and the Owner's insurance policy effecting such cover shall have the interest of the Authority's endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Authority.
- 10.5. The Owner shall whenever required produce to the Authority the policy or policies of insurance cover notes premium receipts and other documents necessary to establish compliance with this Clause.
- 10.6. The Authority shall indemnify and keep indemnified the Owner against the injury to or death of any person or loss of or damage to any property including property belonging to the Owner to the extent that it may arise out of the act default or negligence of the Authority its employees or agents other than the Owner his employees and agents and against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto.

#### 11. Payment

- 11.1. The Owner shall submit to the Authority after the end of each month an invoice in respect of the Vehicles provided in accordance with these Conditions.
- 11.2. Within thirty days of the date of delivery to the Authority of the Owner's monthly invoice in accordance with Clause 11.1 the Authority shall certify and pay to the Owner the amount which is due to the Owner.

# 12. Vehicle Licence

12.1. All vehicles provided by the Owner in accordance with these Conditions shall have a current vehicle licence (Vehicle Excise Duty) which shall be maintained by the Owner at his expense during the Contract period.

# 13. Delivery

13.1. The Owner shall be responsible for delivering the Vehicle to the Authority on the Date for Commencement of the Contract and collecting the Vehicle from the Authority at the end of the Contract Period. All transportation charges shall be deemed to have been included in the rates entered in the Schedule of Rates.

# 14. Vehicle Maintenance and Servicing

- 14.1. All vehicle maintenance and periodic servicing (with the exception of the daily maintenance and safety checks pursuant to Clause 14.6 shall be the responsibility of the Owner and at the Owner's expense.
- 14.2. Vehicles shall be maintained in a roadworthy and in a proper and safe condition and serviced in accordance with the manufacturer's current servicing schedules.
- 14.3. The timing of such maintenance and periodic servicing shall be arranged between the Owner and the Authority. In this respect the Owner shall be responsible for and bear the cost of collecting the Vehicle from and returning it to the Authority.
- 14.4. The Owner shall provide a temporary replacement Vehicle of a similar specification immediately the Vehicle which is subject to such maintenance and servicing is collected from the Authority by the Owner. The cost of such replacement including its delivery to and collection from the Authority shall be borne by the Owner.
- 14.5. If the Owner is unable or unwilling to provide a temporary replacement Vehicle in accordance with Clause 14.4 the Authority shall not be liable to bear the cost of the Vehicle hire between the time of its collection and the time of its return to the Authority.
- 14.6. The Authority shall be responsible for keeping the Vehicle in a clean condition and carrying out daily safety checks covering windscreen wipers tyres lights oil levels and the like.

#### 15. Breakdown and Recovery Service

- 15.1. The Owner shall provide and bear the cost of a full comprehensive breakdown roadside assistance and recovery service through a recognised motoring organisation.
- 15.2. In the event of a breakdown which cannot be rectified within 4 hours the Owner shall provide a temporary Vehicle of a similar specification and deliver the same to the Authority within a reasonable time having regards to all the circumstances. The cost of such replacement including its delivery to and collection from the Authority shall be borne by the Owner.
- 15.3. If the Owner is unable or unwilling to provide a temporary replacement Vehicle in accordance with Clause 15.2 the Authority shall not be liable to bear the cost of the Vehicle hire between the time of its collection and the time of its return to the Authority.

#### 16. Termination

16.1. If the Owner becomes bankrupt or has a receiving order or administration order made against him or presents his petition in bankruptcy or makes an arrangement with or assignment in favour of his creditors or (being a

corporation) goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or assigns or sub-lets any parts of the Contract without the consent in writing of the Authority first obtained or has an execution levied on his goods or if in the opinion of the Authority the Owner:

- 16.1.1. has abandoned the Contract; or fails to provide replacement vehicles in accordance with Clauses 14 and 15; or
- 16.1.2. without reasonable justification has failed to commence the Contract in accordance with Clause 4; or
- 16.1.3. despite previous warnings by the Authority in writing is failing to proceed with the Contract with due diligence or is otherwise persistently or materially in breach of his obligations under the Contract; then the Authority without prejudice to any accrued rights or remedies under the Contract may terminate the Contract by notice in writing having immediate effect and shall be entitled to recover from the Owner the amount of any loss resulting from such termination.
- 16.2. If the Owner shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other contract with the Authority or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Authority or if the like acts shall have been done by any person employed by the Owner or acting on the Owner's behalf (whether with or without the knowledge of the Owner) or if in relation to the Contract or any other contract with the Authority the Owner or any person employed by the Owner or acting on the Owner's behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any superseding legislation or shall have given any fee for reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972 the Authority shall be entitled to terminate the contract and to recover from the Owner the amount of any loss resulting from such termination.

# 17. Variations

17.1. No variation of the Contract shall be effective unless produced in writing and signed by or on behalf of a duly authorised representative of each party

# 18. Contract Extension

- 18.1. Following the end of the Contract pursuant to Clause 3 there shall be an option exercisable by the Authority only to extend the Contract beyond the Contract period
- 18.2. Should the Authority choose to exercise the option to extend the Owner shall continue to provide the Authority with the vehicles immediately and

under the same terms as the Contract for a period agreed in the Contract Extension

18.3. Extensions to the Contract shall be undertaken in accordance with Clause 17.1

### 19. Waiver

19.1. Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Owner of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

#### 20. Environmental Considerations

- 20.1. The Owner shall upon request provide either a copy of their Environmental Policy or ISO 14001 Certification.
- 20.2. The Owner shall take all due consideration of environmental impacts associated with the fulfilment of the Scope of Works.

#### 21. Notices

21.1. Any demand notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post by telex electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

#### 22. Value Added Tax

22.1. The Owner's rates entered in the Schedule of Rates shall be deemed to be exclusive of Value Added Tax. In addition to the sums certified pursuant to Clause 11 the Authority shall pay the Owner such Value Added Tax as may be properly chargeable by the Owner in connection with the performance of Contract. The Owner shall issue a tax invoice in respect thereof.

#### 23. Contract Agreement

23.1. The Owner shall if called upon so to do enter into and execute as a deed a contract agreement in the form annexed to these Conditions.

#### 24. Indexation

24.1. The Schedule of Rates shall not be index linked. There shall be no indexation of the prices provided within the Schedule of Rates.

## 25. Freedom of Information

- 25.1. The Owner acknowledges that the Authority is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its information disclosure obligations.
- 25.2. The Owner shall procure that it and its Sub-Contractors shall:
  - 25.2.1. transfer to the Authority 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.
  - 25.2.2. provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority's request.
  - 25.2.3. provide all necessary assistance as reasonably requested by the Authority to enable the Authority 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.
  - 25.2.4. The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
  - 25.2.5. In no event shall the Owner respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 25.3. The Owner acknowledges that the Authority may, acting in accordance with the Ministry of Justice's 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 Owner or the Agreement:
  - 25.3.1. in certain circumstances without consulting the Owner.
  - 25.3.2. following consultation with the Owner and having taken their views into account.
- 25.4. Where Clause 25.3.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Owner advanced notice, or failing that, to draw the disclosure to the Owner's attention after any such disclosure.

25.5. The Owner shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

#### 26. Data Protection

- 26.1. The Owner consents to the Authority holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 2018) relating to the Owner.
- 26.2. The Owner shall ensure adequate protection is afforded to personal information under the control of the Authority as Data Controller to which a contractor may have access in the course of fulfilling the terms of the contract and specifically that the Owner must agree to abide by specific terms in relation to its handling of such personal information in performance of the contract.

#### 27. Notices

- 27.1. Any notices to be given under this Contract shall be delivered personally or sent by post or email to the Contract Manager (in the case of the Authority) or to the address set out in this Contract (in the case of the Owner).
- 27.2. Any such notice shall be deemed to be served at the time of delivery (if delivered personally or via email), or 48 hours after posting (if sent by post).

#### 28. Dispute Resolution

- 28.1. The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 28.2. Any dispute not capable of resolution by the parties in accordance with the terms of Clause 19.1 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 28.3. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

#### 29. Discrimination

29.1. The Owner shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

#### 30. Law and Jurisdiction

30.1. This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

# 31. Owners Liability

- 31.1. The Owner's liability in respect of death or personal injury caused by its negligence shall be unlimited. Subject to this the Owner's total aggregate liability in respect of the performance or non-performance of the Contract whether in contract, tort, in negligence, under indemnity, for breach of statutory duty or otherwise shall be limited to a sum equal to two times the fee payable under this Contract.
- 31.2. The Owner shall not be liable whether in contract, in tort (including negligence), under any indemnity, for breach of statutory duty or otherwise, irrespective of cause and notwithstanding its negligence or breach of duty (statutory or otherwise) for (i) any indirect or consequential loss; (ii) any loss of profit (including anticipated profit), business or production loss of revenue, loss of or damage to goodwill, loss of contracts, money payable to third parties on account of delay or loss of savings (whether anticipated or otherwise) in each case whether direct or indirect."

# 32. Health and Safety

32.1. The Owner shall take all such precautions as are necessary to protect health and safety of all persons employed by it and others to comply with the requirements of all Health and Safety Legislation and of any other Acts, Regulations, Orders or Codes of Guidance pertaining to the health and safety of employed persons or members of the public who may be affected by the contract. This shall include provisions in place to guard against Covid 19 as dictated by the UK Government.

# Form of Agreement Incorporating Collusive Tendering Certificate

 THIS AGREEMENT made the \_\_\_\_\_\_day of \_\_\_\_\_2022

 BETWEEN MERSEYSIDE WASTE DISPOSAL AUTHORITY of 7<sup>th</sup> Floor, No. 1

 Mann Island, Mann Island, Liverpool, L3 1BP (hereinafter called "the Authority") AND whose registered

office is situated at \_\_\_\_\_(hereinafter called "the Owner")

#### WHEREAS

The Authority wishes certain services to be carried out namely the provision of hire vehicles and all other obligations contained in the Contract and has prepared the following documents which deal with the Authority's specific requirements in that regard

- a) The Conditions of Contract
- b) The Scope of Works
- c) The Schedules

The Owner has submitted a Tender in the form required by the Authority offering to perform the services, and the Tender has been accepted by the Authority by a letter dated \_\_\_\_ / \_\_\_ / \_\_\_\_ ("the letter of acceptance").

#### NOW IT IS HEREBY AGREED as follows

(1) The following documents shall be deemed to form and be construed as part of this Agreement and shall be hereinafter collectively referred to as "the Contract Documents"

- a) The Conditions of Contract
- b) The Scope of Works
- c) The Priced Schedule of Rates
- d) The Tender
- e) The Letter of Acceptance

(2) In consideration of the Owner carrying out and fulfilling the Authority's requirements as set out in the Contract Documents, the Authority will make to the Owner such payments as such times and in such a manner as is more particularly described in the Contract Documents.

In consideration of the Authority making to the Owner such payments at such times and in such a manner as is more particularly described in the Contract Documents, the Owner will carry out and fulfil the Authority's requirements as set out in the Contract Documents.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the rates contained in the said Schedule of Rates by or under or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

a) Communicating to a person other than the person calling for those tenders the amount or approximate amount of the rates contained in the said Schedule of Rates, except where the disclosure, in confidence, of the approximate rates was necessary to obtain insurance premium quotations required for the preparation of the tender;

b) Entering into any agreements or arrangements with any other person that they shall refrain from tendering or as to the amount of any rates to be submitted;

c) Offering or paying or giving or agreeing to pay or give any sum of money 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 tender or proposed tender for the said provision any acts or thing of the sort described above.

In this certificate the word 'person' includes any persons and anybody or association, corporate or unincorporate, and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

We are,	
Yours faithfully	
Signed	
in the capacity of	
Duly authorised to s CAPITALS)	sign tenders and give such certificate for and behalf of (in BLOCK
Company	
Postal Address	
Date	//

# Scope of Works

### Vehicle Specification

The Authority wishes to assess the most environmentally and economically suitable vehicle for its needs. As such, the Owner will provide three separate prices for any combination of Options One, Two or Three within the Schedule of Rates for the following vehicle types:

#### Option One

3 no. Peugeot Partner Professional 1.5L BlueHDi 100 (or equivalent type of Vehicle). If not a standard feature, the vehicle shall be fitted with a full height grille bulkhead between the passenger seats and cargo area. The cargo area of the van shall be ply lined with 3 no. coat hooks and racked out as detailed on the attached drawing Vehicle Racking 1. The vehicles shall be in standard factory colour white.

The vehicles shall be fitted with front and rear dashcams, air conditioning and rear parking sensors (if not standard features).

#### **Option Two**

3 no. Peugeot Partner (or equivalent) Hybrid engine vehicles. If not a standard feature, the vehicle shall be fitted with a full height grille bulkhead between the passenger seats and cargo area. The cargo area of the van shall be ply lined with 3 no. coat hooks and racked out as detailed on the attached drawing Vehicle Racking 1.

The vehicles shall be fitted with front and rear dashcams, air conditioning and rear parking sensors (if not standard features).

#### **Option Three**

3 no. Peugeot Partner (or equivalent) full electric vehicles. If not a standard feature, the vehicle shall be fitted with a full height grille bulkhead between the passenger seats and cargo area. The cargo area of the van shall be ply lined with 3 no. coat hooks and racked out as detailed on the attached drawing Vehicle Racking 1.

The vehicles shall be fitted with front and rear dashcams, air conditioning and rear parking sensors (if not standard features).

For all options, please provide a photograph as an example of the type of racking out that will be provided as part of your submission.

For each available vehicle, the Owner shall supply efficiency information for each vehicle type; this shall include but not be limited to; vehicle range (in the case of electric vehicles); miles per gallon and; kg CO2e per mile

Should an Option not be available of the market the Schedule of Rates shall be marked as such in the box indicated on the Schedule of Rates.

# Schedule of Rates

#### Preamble to the Schedule of Rates

These preambles are deemed to form part of the Schedule of Rates for each option.

Rate A entered in the Schedule of Rates shall be deemed to be the rate per month for the provision, in accordance with the Conditions of Contract, of the Vehicle referenced in the Specification.

Rate B entered into the Schedule of Rates shall be deemed to be the rate per mile for any mileage, recorded during the period of the Contract, in excess of the assessed mileage of 8,000 miles per annum, for the Vehicles referenced in the Specification.

The rates entered in the Schedule of Rates shall be deemed to be fixed price rates and no fluctuations shall be applied to the rates during the period of the Contract.

The rates entered in the Schedule of Rate shall be exclusive of Value Added Tax.

In addition to the above rates, the table included in the Schedule of Rates setting out further details in respect of the lease vehicles shall also be completed.

# **SCHEDULE OF RATES**

#### Option One

Vehicle One: Peugeot Partner Professional 1.5L BlueHDi 100.

## □ Tick if vehicle type is unavailable

Rate A – per month  $\pounds$  \_ \_ \_ p

Rate B – per month  $\pounds_{--}$  p

#### Further Details

Vehicle	Description	Capital Cost	Residual Value at end of contact	Monthly Finance Rental	Monthly Maintenance Rental	Total Monthly Rental
1						
2						
3						

#### Option Two

# Vehicle Two: Peugeot Partner Professional (or equivalent) Hybrid engine

#### □ Tick if vehicle type is unavailable

Rate A – per month  $\pounds_{-}$  p

Rate B – per month  $\pounds$  \_ \_ \_ p vehicles.

#### **Further Details**

Vehicle	Description	Capital Cost	Residual Value at end of contact	Monthly Finance Rental	Monthly Maintenance Rental	Total Monthly Rental
1						
2						
3						

# <u>Option Three</u> Vehicle Two: Peugeot Partner Professional (or equivalent) full electric

# □ Tick if vehicle type is unavailable

Rate A – per month  $\pounds$  \_ \_ \_ p

Rate B – per month £ \_ \_ \_ p

#### **Further Details**

Vehicle	Description	Capital Cost	Residual Value at end of contact	Monthly Finance Rental	Monthly Maintenance Rental	Total Monthly Rental
1						
2						
3						