

PRUDHOE TOWN COUNCIL
FORMAL FLORAL BEDDING, PLANTERS AND HANGING BASKETS
INVITATION TO TENDER 2016

CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT

Provision of services

In accepting the Council's invitation to provide the services described herein for the agreed tender sum, the Contractor takes responsibility (1) for fulfilling the contract to the standard laid down by the Council for a 3 year term (2) allocating the physical and financial resources required for a 3 year term (3) supervising their own staff to ensure the delivery of (1) and (2). In the event that performance is found on inspection by the Council to materially fail to reach the standard required, following inadequate or non-existent remedy on the part of the contractor, the Council will consider itself entitled to withhold all or part of the payment(s) under the contract on the ground of constructive non-performance and the contract will be terminated.

The Contractor shall supply fully costed proposals for plantings for the following financial year in advance of the Council's budget cycle (currently commencing in October each year). Future proposed costs should increase by no more than the level of inflation as stated in the Consumer Price Index (CPI), published by the Office for National Statistics. These proposals shall be subject to the approval of the Council's Ordinary Meeting as a condition of the contract proceeding to term.

Payment for services

The contractor shall submit monthly invoices for works carried out. Invoices will be presented for payment at the following Ordinary Meeting of the Council within 30 days of receipt.

Health and Safety

The contractor must ensure compliance with the Health and Safety at Work Act 1974 (as amended), operating at all times with due regard for the health and safety of the public.

Damage

The Contractor shall report any damage or vandalism of formal bedding, planters or hanging baskets to the Council *as soon as possible*.

Remedial works

The Council reserves the right to require the Contractor to carry out free of charge any remedial works arising from the contractor's failure to fulfil their obligations under any part of the contract.

Expenses

The Contractor is expected to purchase all materials and supply all equipment required for work carried out under the contract at their own expense, unless the Council authorises purchase by or on the account of the Council.

Insurance

The Contractor will be expected to demonstrate that they have appropriate insurance cover, including public liability insurance.

Meetings and Reporting

The Contractor shall, on reasonable notice attend meetings with representatives of the Council to address any issues arising under the contract, and shall from time to time on demand submit such reports as may be relevant to the performance of their obligations under the agreement.

The Contractor will be expected to attend timely meetings with representatives of the Council, to agree future years planting schemes and budgets.