

INVITATION TO TENDER
For Refurbishment of Changing Rooms

INTRODUCTION

On Behalf of Great Baddow Parish Council (the **Council**), I am pleased to invite you to submit a Tender for the refurbishment of the Changing Room asset owned by the Council at:

The Changing Rooms, Great Baddow Recreation Ground, Baddow Road, Chelmsford, Essex CM2 9RL

The service and works required by you (the **Contractor**) are outlined in the specification for works and services (the **Specifications**) at Schedule 1 of the contract signed between the Council and the Contractor (the **Contract**). The Council is seeking to enter into a Contract for the provision of ground maintenance as detailed in the Specification. In addition, there may be additional works required if a service cannot be provided by the Parish Council, City or County Council.

The Contract commencement date is at a date to be agreed between the Council and the Contractor.

For ease of reference, contained within this document is the following contents:

- **The Tender Process**
 - Appendix 1:- Tender Acknowledgement
 - Appendix 2:- Certificate that the Tender is a Bona Fide Tender
 - Appendix 3:- Canvassing Certificate
- **Contract**
 - Terms and Conditions
 - Schedule 1:- Specification for Works and Services
 - Schedule 2:- Charges

Please read this document carefully since failure to comply with the procedures contained within may render your Tender invalid.

The Council looks forward to receiving your response in due course.

THE TENDER PROCESS

1. Acknowledgement

1.1 If you do wish to tender for the works and services of the Council, please complete the Tender Acknowledgement (**Appendix 1**) confirming your interest and return it to the Council at the address stated below by 1st July 2025.

1.2 Address: Contracts Manager at Parish Council Office, 19 Maldon Road, Great Baddow, Chelmsford, Essex CM2 7DW

2. Application

2.1 In order to apply and tender for the services and works of the Council, the Contractor is required to make a formal application in accordance with this tender process, and submit the following:

- Details of how each service listed in the Specification (at Schedule 1 of the Contract) will be delivered (a method statement) and the level of quality standards and warranties that will be provided;
- The quotations listed below:
 - a. Fees for all services listed under the Specification.
 - b. An individual breakdown of fees for each service provided under the Specification.
- A completed and signed copy of the Certificate that the Tender is a Bona Fide Tender (Appendix 2);
- A completed and signed copy of the Canvassing Certificate (Appendix 3);
- The following policies:
 - a. Health & Safety policy together with a report containing the number of incidents and accidents in the last year.
 - b. Environment and Waste policy.
 - c. Anti-Slavery policy.
 - d. Training matrix confirming which employees have been trained in the current year.

(Tender)

3. Submission

3.1 Any questions regarding the tendering process should be submitted by e-mail to the Contracts Manager at the following email address: clerk@greatbaddowparishcouncil.gov.uk

3.2 Please send your completed Tender application in a sealed envelope by hand or postal delivery, at the address stated above, by 4:30pm on 18th July 2025.

3.3 Late bids will not be accepted and it is your responsibility to ensure that your bid is received on time.

3.4 Any information to enquiries given by the Council may be shared with all tenders except where queries relate to specific concerns of a Contractor.

4. Evaluation Process

4.1 All Tenders will be subject to a tender evaluation process, the criteria of which is set out in the table below (**Scoring Matrix**) whereby the Council shall objectively compare each bid against the Scoring Matrix. The Contractor that achieves the highest score will be awarded the Contract by the Council.

4.2 The Scoring Matrix

Item No.	Evaluation Criteria	Points	Score
1.	Cost of Service: The highest number of points will be awarded to the bid, which represents the best value for money.	60	
2.	Service Provision: The highest number of points will be given to the bid which best supports the needs of the Council.	20	
4.	Examples of specific contracts that you have undertaken of a similar nature to the Specification. Details to include a description of the project, the size and scale and the value.	20	
	Total	100	

4.3 The Tender timeline is set out as follows:

- 23rd June 2025: Invitation to Tender issued;
- 1st July 2025 : Acknowledgement deadline;
- 27th June 2025: Period for clarification will close;
- 18th July 2025 : Tender application deadline;
- 21st July 2025: Evaluation process commences;
- 11th August 2025: Evaluation goes to Full Council;
- 12th August 2025: Winning Tender is announced; and
- 25th August 2025: Contract is entered into.

4.4 During the clarification period the Council reserves the right to carry out further discussions with any Contractor in order to clarify the details of their submissions prior to presentation to

Councillors. The Council also reserves the right to award the Contract either as a whole or in individual elements dependent upon which option(s) best support the needs of the Council.

- 4.5 During the evaluation process candidates maybe invited by the Council for a face to face interview.
- 4.6 Prior to the Contract being awarded, the Council shall also request references of the Contractor which will include business and bank references.
- 4.7 The Council and Contractor agree to enter into the terms of the Contract (contained herein) on the commencement date.

APPENDIX 1

TENDER ACKNOWLEDGEMENT

To: The Contracts Manager
Great Baddow Parish Council
The Parish Hall
19 Maldon Road
Great Baddow
Essex
CM2 7DW

From:

Date:

Dear Mrs Flavell,

Refurbishment of Great Baddow Changing Rooms

Your Invitation to Tender was received on

We intend to submit a Tender in accordance with your instructions.

We are unable / do not wish to submit a Tender. Our reasons are set out below. The Invitation to Tender documentation is enclosed/ is being returned under separate cover.

Please insert your reasons here (or in a separate letter) for declining the opportunity to submit a Tender:

We confirm that we will treat all information supplied by the Parish Council as confidential and will not communicate any of that information to any party or make use of that information for any purpose other than reparation of a response to the Invitation to Tender.

Yours sincerely

For and on behalf of:

APPENDIX 2

CERTIFICATE THAT THE TENDER IS A BONA FIDE TENDER

In recognition of the principle that the essence of selective tendering is that Great Baddow Parish Council shall receive bona fide competitive tenders from all those tendering.

WE CERTIFY THAT:

1. The Tender submitted herewith is a bona fide tender, intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hours specified for the return of the Tender any of the following acts:
 - 3.1. communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
 - 3.2. enter into any agreement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted; and
 - 3.3. offer or pay or give or agree to 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 any act or thing of the sort described above.

In this certificate:

4. "person" includes any person and anybody or association corporate or incorporate.
5. "any agreement or arrangements" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Dated

Name:

Signed:

For and on behalf of:

APPENDIX 3

CANVASSING CERTIFICATE

To: Great Baddow Parish Council

I/We hereby certificate and I/We have not canvassed or solicited any member, officer or employee of Great Baddow Parish Council in connection with the award of this Tender and any other Tender or proposed Tender for the Refurbishment of the Changing Room asset, and that no person employed by me/us or acting on behalf of my/our behalf have done any such act.

I/We hereby further undertake that I/We will not in the future canvass or solicit any member, officer or employee of Great Baddow Parish Council in connection with the award of this Tender or any other Tender proposed Tender for the Refurbishment of the Changing Room asset and that no person employed by me/us or acting on my/our behalf will do any such act.

Dated

Name:

Signed:

For and on behalf of:

Sub-contractor and Contractor details:

The Contractor shall list below the name and address of all sub-contractor or Contractors he may desire to employ on the Services and for which approval is required in accordance with the terms and conditions of the Contract.

(If sub-contractors or Contractors are not used, enter NONE)

Description of Service	Name and address of sub-contractor
Date:	Signature of Contractor:

THE COUNCIL RESERVE THE RIGHT TO REFUSE ACCEPTANCE OF ANY OR ALL OF THE SUB-CONTRACTORS OR CONTRACTORS NOMINATED AT ANY TIME DURING THE CONTRACT.

DATED

2025

GREAT BADDOW PARISH COUNCIL

and

[REDACTED]

Contract for the refurbishment of the Changing Room Asset

THIS AGREEMENT IS DATED

2024

PARTIES

- (1) **GREAT BADDOW PARISH COUNCIL** of Parish Council Office, 19 Maldon Road, Great Baddow, Chelmsford, Essex CM2 7DW (**Council**); and
- (2) [REDACTED] (**Contractor**).

BACKGROUND

The Contractor is entering in this agreement with the Council for the refurbishment of the Changing Room Asset for Great Baddow Parish Council, pursuant to the terms and conditions of this agreement.

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

Definitions:

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

Contracts Manager: Louise Flavell (also known as the Parish Clerk).

Charges: the charges payable by the Council for the supply of the Services in accordance with clause 15 and set out in Schedule 2.

Commencement Date: to be confirmed.

Conditions: these terms and conditions as amended from time to time in accordance with clause 23.

Contract: the contract between the Council and the Contractor for the supply of Services in accordance with these Conditions.

Council Materials: has the meaning set out in clause 3.3.10.

Deputy Services Supervisor: has the meaning given at clause 8.1.

Grounds Manager: the authorised person duly authorised by the Contracts Manager to act on their behalf.

Deputy Services Supervisor: has the meaning given at clause 8.1.

Services: the services to be provided by the Contractor to the Council under the Contract, as set out in the Specification.

Specification: the specification for the Services as set out in Schedule 1.

Services Supervisor: has the meaning given at clause 8.1.

Term: has the meaning given at clause 2.

Interpretation:

Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted, and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

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.

A reference to **writing** or **written** excludes but not email.

2. COMMENCEMENT AND TERM

This Contract commences on the Commencement Date and continues, unless terminated earlier in accordance with its terms, until the completion of the Services (**Term**), when it terminates automatically without notice.

3. SUPPLY OF SERVICES

3.1 The Contractor shall from the Commencement Date and for the duration of the Term provide the Services to the Council in accordance with the Conditions of this Contract.

3.2 The Contractor shall meet any performance dates for the Services specified in the Specification or that the Council notifies to the Contractor. Timely undertaking of the Services shall be of the essence of the Contract including commencing the Services within the time agreed or specified by the Council.

3.3 In providing the Services, the Contractor shall:

3.3.1 co-operate with the Council in all matters relating to the Services, and comply with all instructions of the Council;

3.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade;

3.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Contract;

3.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification;

3.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

3.3.6 use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services will be free from defects in workmanship, installation and design;

3.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

3.3.8 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services, and with the mandatory policies;

3.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of the Council's premises, and in a manner that is

not, or is not likely to be, injurious to health or detrimental to the environment, property or persons.

3.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Contractor (**Council Materials**) in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose or use the Council Materials other than in accordance with the Council's written instructions or authorisation;

3.3.11 not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Contractor acknowledges that the Council may rely or act on the Services; and

3.3.12 Comply with all additional obligations set out in the Specification.

4. COUNCIL'S OBLIGATIONS

The Council shall:

4.1 provide the Contractor with reasonable access at reasonable times to the Council's premises for the purpose of providing the Services; and

4.2 provide such necessary information for the provision of the Services as the Contractor may reasonably request.

5. WARRANTIES

The Contractor gives the following warranties and representations:

5.1 It has complied in all respects with the conditions of the tendering process;

5.2 All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Contractor or its employees in connection with this Contract are true, complete and accurate in all respects;

5.3 It has not entered into this Contract in reliance upon any representation of statement (whether made orally, in writing or otherwise) which may have been made by the Council;

5.4 It has the full power and authority to enter into the Contract and carry out the Services;

5.5 It is of sound financial standing and has sufficient working capital available to it to carry out the Services in accordance with the Contract for the entire duration of the Term;

5.6 It will make available to the Council copies of its audited accounts within 30 days of the formal adoption of such accounts.

5.7 It shall carry out its obligations with all due skill, care and diligence including, but not limited to good industry practice.

6. STANDARD OF WORKS

6.1 The Contractor shall provide the Services to a standard that complies in all respects with the Specification and with any quality standards and where applicable, shall maintain accreditation with the relevant quality standards authorisation body when executing the Services, together with reasonable care and skill and in accordance with good industry practice.

- 6.2 The introduction of new methods or systems which impinge on undertaking the Services shall be subject to the Council's prior written approval in writing.
- 6.3 The Contractor shall deal with any complaints received (whether received orally or in writing and whether from members of the public or others) in a prompt, courteous and efficient manner.
- 6.4 Unresolved complaints received or referred to the Council will be investigated by the Contracts Manager who may take such action that they consider appropriate.
- 6.5 The Contracts Manager shall have the right at any time to interview any member of the Contractor's staff in connection with the carrying out of all or any of the Services.
- 6.6 The Contracts Manager shall also be entitled to request any information relating to the carrying out of the Services and such information shall be supplied by the Contractor upon request.

7. ASSESSMENT OF PERFORMANCE

- 7.1 The Contractor shall attend meetings, submit information and provide input as the Council may reasonably require to assess the Contractor's performance relating to the Services.
- 7.2 If the Council considers that any part of the Services undertaken by the Contractor do not meet the requirements of the Specification (and it is not as a result of default or negligence of the Council), then the Contractor shall be required to resolve the issues.
- 7.3 The Council's affairs are open to scrutiny by a variety of external bodies including:
 - 7.3.1 An external auditor appointed by the Audit Commission;
 - 7.3.2 The Public via the Council's Complaints procedure;
 - 7.3.3 Local electors via the Annual Inspection of Accounts;
 - 7.3.4 Her Majesty's Revenue and Customs;
 - 7.3.5 Department for Works and Pensions; and
 - 7.3.6 Freedom of Information Act.
- 7.4 The Council through its internal or external auditors may request information relating to the Contract pursuant to the provisions of condition 7.3 above, and the Contractor shall supply the Council's internal or external Auditors with the information upon request.

8. CONTRACTOR'S APPOINTED SERVICES SUPERVISOR

- 8.1 The Contractor shall ensure that at all times a supervisor is appointed and empowered to act on behalf of the Contractor and is available in person to the Contracts Manager whilst undertaking the Services (**Services Supervisor**). The Contractor shall appoint a suitably qualified deputy supervisor for periods where the Services Supervisor's is on holiday or unwell (**Deputy Services Supervisor**).
- 8.2 Prior to the Commencement Date, the Contractor shall inform the Contracts Manager in writing of the name and telephone number of the Services Supervisor.
- 8.3 The Contractor shall inform the Contracts Manager of the identity of any person proposed to be authorised to act for any period as Deputy Services Supervisor prior to the start of that period, and keep the Contracts Manager promptly updated of any changes.

- 8.4 Any person proposed to be authorised to act as Deputy Services Supervisor must be a qualified existing employee of the Contractor.
- 8.5 The Services Supervisor or a Deputy Services Supervisor shall be the authorised representative of the Contractor for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the Services Supervisor or Deputy Services Supervisor shall be deemed to have been given or made to the Contractor.
- 8.6 The Services Supervisor or a Deputy Services Supervisor shall consult with the Contracts Manager (or with such other of the Council's supervisory staff as may from time to time be specified by the Contracts Manager) as often as may be necessary for the efficient exercise of the Services in accordance with the Contract.
- 8.7 The Services Supervisor or a Deputy Services Supervisor shall inform the Contracts Manager promptly and in writing of any instances of activity or omission on the part of the Council which prevent or hinder or may prevent or hinder the Contractor from meeting his obligations under this Contract.

9. STAFF

- 9.1 The Contractor shall employ to carry out the Services such persons that are careful, skilled, honest and experienced in the work which they are to perform.
- 9.2 The Contractor shall employ sufficient staff to ensure that the Services are provided at all times in accordance with the Specification. Accordingly, it shall be the duty of the Contractor to ensure in particular that a sufficient reserve of staff is available to provide Services during staff holidays or absence through sickness or otherwise.
- 9.3 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing Contractor shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant legislation or any statutory modification or re-enactment.
- 9.4 The Contractor shall ensure that every person employed by the Contractor to carry out the Services is at all times properly and sufficiently trained and instructed with regard to:
- 9.4.1 the task(s) that the person has to perform;
 - 9.4.2 any relevant provision of the Contract;
 - 9.4.3 relevant rules, procedures and standards of the Council;
 - 9.4.4 all relevant rules, procedures and statutory requirements concerning Health and Safety at work;
 - 9.4.5 fire risks and fire precautions; and
 - 9.4.6 the necessity to observe the highest standards of courtesy and consideration to the public and promote and enhance the Council's image and reputation.
- 9.5 The Contractor shall take all reasonable steps to ensure that the conditions at 9.4 above are fulfilled by employees, agents, and sub-contractors of the Contractor when carrying out the Services.

- 9.6 Pursuant to clause 7, the Contractor will be monitored by the Council to ensure compliance with clause 9.4 and 9.5.
- 9.7 The Contractor shall be entirely responsible for the employment and conditions of service of its own employees including without limitation the payment of wages.
- 9.8 The Contractor shall comply with, and shall also procure that, its staff shall comply with all relevant rules, codes, policies, procedures and standards of the Council which may be notified to the Contractor by the Council from time to time and with all relevant statutes, statutory orders and regulations.
- 9.9 The Contracts Manager may by reason of misconduct or breach of contractual duties or for any other substantial reason, instruct the Contractor to take disciplinary action or other action in relation to removing any person employed by the Contractor (which for the avoidance of doubt shall include the Services Supervisor or Deputy Service Supervisor) when carrying out the Services. The Council shall not in any circumstances be liable to the Contractor or any of its employees in relation to any such action or removal and the Contractor shall fully and promptly indemnify the Council in respect of any losses incurred by the Council.
- 9.10 The Contractor shall ensure that its staff carry out their duties and behave while on the Council's premises in an orderly manner and in as quiet a manner as may be reasonably practical, having regard to the nature of the duties being performed by them. The Contractor shall further ensure that its staff do not unlawfully remove any article or thing from any of the Council's premises, whether it is property of the Council or of its employees, agents, sub-Contractors or of other persons.
- 9.11 Representatives of the Contractor shall carry at all times identity cards in a form approved by the Contracts Manager and make such cards available for inspection on request by an officer of the Council who similarly discloses their identity.
- 9.12 When requested to do so or when communicating with other persons as a representative of the Contractor, all persons employed by the Contractor in carrying out the Services shall disclose their identity and shall not attempt to avoid so doing.

10. SUPERVISION OF STAFF

- 10.1 The Contractor shall provide, and be responsible for, a sufficient complement of supervisory staff in addition to the Services Supervisor and Deputy Services Supervisor.
- 10.2 The Contractor shall ensure that their staff are at all times adequately supervised and perform their duties properly.
- 10.3 The Contractor's staff shall while on the Council's premises comply with all reasonable instructions and requests given to them by the Council's employees.

11. HEALTH AND SAFETY

- 11.1 The Contractor and its staff (including agents, employees and sub- contractors) shall at all times comply with:
- 11.1.1 All relevant Health and Safety Acts, Health and Safety Regulations and Codes of Practice that are approved by the Health and Safety Executive;

- 11.1.2 All relevant and appropriate guidance and good working practices, as published or accepted by the Health and Safety Executive, professional/trade bodies or other similar organisations;
 - 11.1.3 The Contractor's own health and safety policy, health and safety system and procedures.
 - 11.1.4 The Council's Health and Safety policy, health and safety system and procedures. Any conditions stipulated by the Council in relation to Health and Safety shall override details contained in the Contractor's internal procedures and will ensure that health and safety standards will be maintained or improved; and
 - 11.1.5 Any requests for the provision of health and safety documentation will be provided in a timely manner.
- 11.2 The Contractor shall nominate a senior representative, to act as a co-ordinator between both parties for the matters of health and safety arising out of the Services.
- 11.3 The Contractor shall notify, in writing, to the Contract Manager of all incidents, which either could have led or did lead to injury and/or damage. Where incidents are reportable under the Report of Injuries, Diseases and Danger Occurrences Regulations 195 (**RIDDOR**), a complete copy of Form F2508/F2508A/F2508G must be supplied
- 11.4 The Contracts Manager shall have the right to suspend the provision of the Services in the event of non-compliance by the Contractor with issues concerning health and safety matters. The Contractor and shall resume at such time that the Contracts Manager is satisfied that the non-compliance has been rectified.

12. INSURANCE

- 12.1 During the Term, the Contractor shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract (including death or personal injury, loss of or damage to property or any other loss). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- 12.2 The professional indemnity insurance cover shall ensure that all professional contractors or sub-contractors involved in carrying out the Services hold and maintain appropriate cover for not less than £5million for occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of 6 years following termination of the Contract.
- 12.3 The Contractor shall produce to the Contracts Manager, on request, copies of all insurance policies, the insurance certificate giving details of cover, and the receipt for the current year's premium in respect of each insurance.
- 12.4 If, for whatever reason, the Contractor fails to have in place appropriate insurance policies, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 12.5 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the

amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 12.1

13. LIABILITY

13.1 Neither the Council nor the Contractor shall exclude or limit liability to the other party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

13.2 The minimum level for both Public Liability and Employers Liability held by the Contractor will be £5million. This clause shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury or loss or damage was not caused or contributed to by its negligence or default, or negligence or default of its employees, agents or sub-contractors or by any circumstances within its or their control.

13.3 Subject always to clause 13.2 the liability of either party for defaults shall be subject to the financial limits set out at clause 13.4.

13.4 The aggregate liability of either party for all events resulting in direct loss of cash or damage to premises or property of the other party under or in connection with the Contract shall in no event exceed £100,000 (One Hundred Thousand Pounds).

13.5 Subject always to condition 13.2, in no event shall either party be liable to the other party for:

13.5.1 loss of profits, business, revenue or goodwill; and/or

13.5.2 indirect or consequential loss or damage.

14. INDEMNITY

14.1 The Contractor shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

14.1.1 any claim made against the Council by a third party as a result of any death, personal injury, loss of or omission of the Contractor; and

14.1.2 any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services;

14.2 This clause 14 shall survive termination of the Contract.

15. CHARGES

15.1 The Charges for the Services shall be set out by the Contractor at Schedule 2, and shall be the full and exclusive remuneration of the Contractor in respect of the performance of the Services.

15.2 Unless otherwise agreed in writing by the Council, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services, (without limitation to the followings: costs of all labour, equipment, fuel and materials to be supplied by the Contractor, all costs of purchasing, issuing, operating and

maintaining vehicles, all travelling expenses involved, and all royalties, licence fees or other similar expenses in respect of the making, use or exercise by the Contractor of any invention or design for the purpose of performance of the Services and any additional items or expenses of whatever nature as may from time to time become necessary for the proper performance of the Services).

- 15.3 The Contractor shall not, and shall procure that none of its employees shall, solicit or accept any gratuity or tip or other form of money-taking or reward, collection or charge as payment of any of the Services, save for the sums payable under clause 15.1.

16. PAYMENT

- 16.1 The Contractor shall invoice the Council on completion of the Specification, as agreed by the Contracts Manager. The invoice shall include such supporting information required by the Council to verify the accuracy of the invoice.
- 16.2 Following inspection and approval by the Contracts Manager of the completed Specification, and the invoice, the Council shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Contractor.
- 16.3 The Contracts Manager shall notify the Contractor in writing within 5 days of receipt of the invoice, if the Contracts Manager considers any invoice submitted by the Contractor to be incorrect, stating the grounds for such withholding.
- 16.4 The Council may withhold or reduce sums pursuant to identifying any incomplete items of the Specification.
- 16.5 All amounts payable by the Council under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Contractor to the Council, the Council shall, on receipt of a valid VAT invoice from the Contractor, pay to the Contractor such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 16.6 The Contractor shall maintain complete and accurate records of the time spent and materials used by the Contractor in providing the Services, and shall allow the Council to inspect such records at all reasonable times on request.
- 16.3 The Contractor shall not be entitled to suspend provision of the Services unless the Contractor is entitled to terminate the Contract under clause 17.2.
- 16.4 The Council may at any time, without notice to the Contractor, set off any liability of the Contractor to the Council against any liability of the Council to the Contractor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. The Contractor is not entitled to set off any payments due to the Council.
- 16.5 In the event of any failure by the Contractor to pay the Council any sum due under the Contract or under any other Contract between the Contractor and the Council, the Contractor shall further pay to the Council interest at the rate of 1% per month on any such sum. Such interest shall run from day to day and shall accrue before and after any judgement and shall from time to time be compounded monthly on the amount overdue until payment.

17. TERMINATION

- 17.1 Without limiting or affecting any other right or remedy available to it, the Council may terminate the Contract by giving one weeks written notice to the Contractor if:
- 17.1.1 there is a change of control of the Contractor;
 - 17.1.2 the Contractor's financial position deteriorates to such an extent that in the Council's opinion the Contractor's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - 17.1.3 the Contractor commits a breach of clause 3.3.8 or 19.1;
 - 17.1.4 any of the warranties and representations set out under clause 5 shall prove to be untrue or incorrect.
- 17.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with by giving one weeks written notice to the other party if:
- 17.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 17.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

18. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- 18.1 the Contractor shall cease to perform any of the Services;
- 18.2 the Contract shall fully and promptly indemnify the Council in respect of the cost of causing to be performed such Services as would have been performed by the Contractor during the remainder of the Term to the extent that such cost exceeds such sums as would have been lawfully payable to the Contractor for performing such services. The Council shall be at liberty to have such Services performed by any persons (whether or not employees of the Council), as the Council shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having such Services performed.
- 18.3 The Council shall be under no obligation to make any further payment to the Contractor and shall be entitled to retain in its hands any payment which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Council all sums due under this Contract or to deduct there from any sum due from the Contractor to the Council under this Contract.
- 18.4 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right

to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

19. BRIBERY AND CORRUPTION

19.1 The Council shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination, if;

19.1.1 the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing any action in relation to the Contract or any other contract with the Council, or

19.1.2 the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or

19.1.3 in relation to any contract with the Council, the Contractor or person employed by it or acting on its behalf shall

19.1.3.1 have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or

19.1.3.2 have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.

20. ASSIGNMENT AND SUB-CONTRACTING

20.1 The Council may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

20.2 The Contractor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Council.

20.3 Should consent be given under clause 20.2, the Contractor shall not be relieved from any liability or obligation under the contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-contractor or its employees, agents or workmen. Notwithstanding that the Council shall require as a condition of assignment a direct warranty and undertaking from the sub-contractor concerning the provision of the Services and compliance with the Contract in all respects.

21. COSTS

Each party shall bear its own legal and other fees in relation to the preparation and submission of the tender and any documents arising from it.

22. AGENCIES

The Contractor shall not be or be deemed to be an agent of the Council and the Contractor shall not hold itself out as having authority or power to bind the Council in any way.

23. VARIATIONS

23.1 Variation of the Contract, including the introduction of any additional terms and conditions, shall not be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

- 23.2 The Council may, without invalidating this Contract, may vary the sequence of Services or the timescales for execution of Services and any such instructions shall be valued by the Council on a fair and reasonable basis.
- 23.3 Where valuation shall be appropriate it may include any items of a preliminary nature but shall not include any allowance for disruption to the regular process of the Services or for any direct loss and/or expense for which the Contractor may be reimbursed by payment under any other provisions of this Contract.
- 23.4 Where appropriate the Charges and percentage adjustments which have been inserted at Schedule 2, shall form the basis for payment by the Council to the Contractor. Where the Charges inserted are not similar or easily comparable then the Council may request within a period of 5 Business Days a price quotation The Council and Contractor may agree between themselves a fair and reasonable price for the work prior to the Contractor carrying out the fully completing Services. Such negotiation shall not prejudice the execution of the Services as required under the Contract.

24. WAIVER

Failure by the Council at any time to enforce the provision of the Contract or to require performance by the Contractor 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 of the Contract or the right of the Council to enforce any provision in accordance with its terms.

25. AMENDMENTS

No amendments to the Contract shall be binding unless in writing and signed by the Contracts Manager and a duly authorised representative of the Contractor, expressed to be for the purpose of such amendment.

26. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this clause 266 , the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.

27. ENVIRONMENTAL REQUIREMENTS

The Contractor shall, when working on the Council's premises, perform the Services in accordance with the Council's environmental policy which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances to health and the environment.

28. BEST VALUE DUTY

- 28.1 The Contractor acknowledges that the Council is subject to secure the best value in its work (and notwithstanding this, the Council is not obliged to accept the cheapest quote).

28.2 The Contractor shall, during the Term, but only to the extent of its obligations in the Contract, make arrangements to secure continuous improvements in the way in which the Services are provided, having regard to the combination of economy, efficiency and effectiveness.

29. DISPUTE RESOLUTION

29.1 Any disputes between the parties concerning the interpretation of the Contract or the performance of the Services shall in the first instance be referred to the Contracts Manager in accordance with 29.2 and in the event it cannot be resolved, to an Arbitrator in accordance with clause 29.3 and 29.4.

29.2 Without prejudice to all other rights and remedies available to the parties, if any dispute arises in connection with the Contract, the Contracts Manager or authorised representative of the Contractor (with authority to settle the dispute), will within 14 days of the written request from one party to the other meet in good faith to resolve the dispute. If the dispute is not resolved at that meeting the parties will attempt to settle the dispute by mediation.

29.3 To initiate the mediation a party must give notice in writing (“**ADR Notice**”) to the other party to the dispute requesting mediation. The mediation will start not later than 14 days after the date of the ADR Notice. If the dispute is not resolved following mediation within 1 calendar month of a written request to resolve the dispute by arbitration, clause 31.4 below shall apply.

29.4 Any disputed matter under the Contract may be referred to arbitration under the Arbitration Act 1996 to a single arbitrator appointed by the parties to the Contract. If they do not agree the appointment then the President of the Royal Institute of Chartered Surveyors or the person for the time being authorised on his behalf may appoint the arbitrator at the request of either party to resolve the dispute.

30. WHISTLE BLOWING

30.1 The Contractor’s attention is drawn to the published guidance on whistleblowing which is intended to encourage and enable Council staff as well as staff of Contractors and contractors or organisations providing goods and services, to the Council to raise serious concerns with the Council.

30.2 Whistleblowing provides a mechanism should the Contractor have concerns that the Council:

30.2.1 has acted unlawfully

30.2.2 is or has provided services falling below establishment standards

30.2.3 committed an act of impropriety

30.2.4 put the health and safety of people at risk.

31. BRITISH STANDARDS OR EQUIVALENTS RECOGNISED BY ANOTHER MEMBER STATE OF E.E.C

Where an appropriate British Standards Specification or British Standard Code of Practice issued by the British Standards Institute is current, all goods used or supplied and all

workmanship shall be in accordance with that Standard or equivalent recognised by another Member State of the E.U.

32. RIGHTS AND DUTIES RESERVED

All rights and duties which the Council has as a local authority or which the Council's officers have as local authority Officers are expressly reserved.

33. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

34. CONFIDENTIALITY

34.1 Each party undertakes that it shall not at any time , and for a period of 12 months after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Councils, clients or Contractors of the other party, except as permitted by clause 34.2.

34.2 Each party may disclose the other party's confidential information:

34.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 34.2; and

34.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

34.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

35. NOTICES

35.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office to the Contracts Manager at Parish Council Office, 19 Maldon Road, Great Baddow, Chelmsford, Essex CM2 7DW.

35.2 A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 35, business hours means 9.00am to 5.00pm Monday to Thursday and 9.00am to 4.30pm on Friday on a day that is not a public holiday in the place of receipt.

35.3 This clause 35 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

36. THIRD PARTY RIGHTS.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

37. GOVERNING LAW AND JURISDICTION

37.1 The Contract, 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 and Wales.

37.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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

Signed by _____
on behalf of **Great Baddow Parish Council**, as a
authorised representative.

Signed by [REDACTED]

SCHEDULE 1

Part A

SPECIFICATION FOR WORKS AND SERVICES

1. General

- 1.1. This Specification sets out the requirements of the Council with regard to refurbishment of the Changing Room Asset at Great Baddow Recreation Ground, Baddow Road, Chelmsford, Essex CM2 9RL. The Council may from time to time issue further detailed documents to supplement or supersede the details contained here.
- 1.2. The Contractor is under a general obligation to refurbish the site and return it to a clean, tidy and safe condition and as set out in detail below.

2. Working Hours

- 2.1. The Contractor will only carry out work during the working day between sunrise and sunset (excluding public holidays) except where other times are specified for particular operations. Work outside these times can only be undertaken with the prior written consent of the Council. No additional payment will be made for work completed outside the normal working day.

3. Contractor's workforce

- 3.1. Many members of the public visit the recreation ground, therefore, the Contractor shall ensure their staff comply with the following standards at all times:
 - 3.1.1. Employees are to be neatly dressed with a minimum clothing of t-shirt/shirt and trousers/jeans.
 - 3.1.2. Employees must be well behaved at all times and shall not swear or use profane language at any time. A polite, calm and helpful response to the public is required at all times.
 - 3.1.3. No employees will be permitted to smoke or vape when in any of the Council's buildings.
 - 3.1.4. Cars or other vehicles owned or driven by members of the Contractor's staff shall be parked on the hard standing car park. In particular, vehicles must not obstruct the access to the Millennium Centre or Recreation Ground.
 - 3.1.5. The playing of transistor or car/van radios or CD players by the staff is prohibited at all times as this may disturb or be offensive to visitors.
 - 3.1.6. Staff shall not litter the area and shall remove all personal belongings at the end of each working day.
- 3.2. The Contractor shall immediately carry out remedial works to make safe or prevent or prohibit public access to any damage or defect discovered which could cause damage to any person or property.

4. Security

Whilst Contractors are on site, the Contractor is responsible for maintaining security of the changing rooms.

SCHEDULE 1

Part B

WORKS SCHEDULE

The works will comprise upgrade and refurbishment to the four main players changing rooms; alterations to increase the size of the officials changing rooms and general decoration inside and outside of the site.

1. Changing rooms x 4

1.1	Take down existing light fittings and set aside for re-use on completion of works.
1.2	Carefully remove any sections of plasterboard ceiling affected by moisture and carry out infill patch repairs with moisture resistant plasterboard. (Note the existing ceilings are coated with Artex which is more than 25 years old).
1.3	Line ceilings with moisture resistant plasterboard, tape and scrim joints and apply skim coat plaster finish.
1.4	Prepare and apply two coats Zinsser Permawhite Matt paint (Rawlins Paints) in accordance with the manufacturer's recommendations.
1.5	Re-fix light fittings previously set aside for re-use.
1.6	Take out existing electric storage heaters and clear away from site.
1.7	Remove existing shower heads and supply pipework back to point of entry to shower area.
1.8	Remove all white glazed wall tiling from shower areas and clear from site.
1.9	Carry out crack stitching repairs to all existing fair faced blockwork walls where affected using 6mm helical stainless steel stitching bars and a two part resin filler. All joints to be surface pointed to match existing on completion.
1.10	All existing fair faced concrete block walls to be cleaned down to remove scuffing and surface marks, before application Watco wall sealer (Rawlins Paints) in accordance with the manufacturer's instructions.
1.11	Make good render and backings in shower areas where existing white glazed wall tiles removed. Supply and fix white glazed wall tiling to all surfaces within shower areas.
1.12	Install 6 x Cisterniser Vecta mechanical shower panels to each shower area, including all connections to hot and cold water supplies.
1.13	Take out existing ventilation/extract fan, make good to walls where cracked or damaged, and install new fan of similar pattern to the existing.
1.14	Carry out decoration to all remaining surfaces comprising clean down, prepare, spot prime and apply two coats of oil paint to surfaces of woodwork and metalwork. Apply two coats of preservative stain to door frames.
1.15	Cut out any cracks to exiting floor screeds and make good with a suitable flexible filler. Prepare and apply two coats Watco Grey Concrete sealer (Rawlins Paints) in accordance with the manufacturer's instructions.

2. Alterations to Officials Changing Area

2.1	To the sink recess in corridor outside officials changing area. Dis connect and cap off existing hot and cold water supplies and waste drainage. Dis connect and remove existing electrical wall socket. Take out sink and associated worktop and clear away from site.
2.2	Carefully take out door and frame adjacent to the sink recess and set aside for re use.
2.3	Take out existing bench seating and set aside for re use.
2.4	Carefully demolish wall between the officials changing room and the corridor, and clear away from site.
2.5	Make good to floor screed where wall removed.
2.6	Construct new 100mm fair faced concrete block wall and return to match existing, as indicated on the attached drawing, including build in existing door and frame previously set aside.
2.7	Take down existing light fittings and set aside for re-use on completion of works.
2.8	Carefully remove any sections of plasterboard ceiling affected by moisture and carry out infill patch repairs with moisture resistant plasterboard. (Note the existing ceilings are coated with Artex which is more than 25 years old).
2.9	Line ceiling with moisture resistant plasterboard, tape and scrim joints and apply skim coat plaster finish.
2.10	Prepare and apply two coats Zinsser Permawhite Matt paint (Rawlins Paints) in accordance with the manufacturer's recommendations.
2.11	Re-fix light fittings previously set aside for re-use.
2.12	All existing fair faced concrete block walls to be cleaned down to remove scuffing and surface marks, before application Watco wall sealer (Rawlins Paints) in accordance with the manufacturer's instructions.
2.13	Re fix existing bench seating including extend as necessary as indicated on the attached drawing.
2.14	Carry out decoration to all remaining surfaces comprising clean down, prepare, spot prime and apply two coats of oil paint to surfaces of woodwork and metalwork. Apply two coats of preservative stain to door frame.
2.15	Cut out any cracks to exiting floor screeds and make good with a suitable flexible filler. Prepare and apply two coats Watco Grey Concrete sealer (Rawlins Paints) in accordance with the manufacturer's instructions.

3. Toilet1, Toilet2, and Disabled Toilet

3.1	Take down existing light fittings and set aside for re-use on completion of works.
3.2	Carefully remove any sections of plasterboard ceiling affected by moisture and carry out infill patch repairs with moisture resistant plasterboard. (Note the existing ceilings are coated with Artex which is more than 25 years old).
3.3	Line ceiling with moisture resistant plasterboard, tape and scrim joints and apply skim coat plaster finish.

3.4	Prepare and apply two coats Zinsser Permawhite Matt paint (Rawlins Paints) in accordance with the manufacturer's recommendations.
3.5	Re-fix light fittings previously set aside for re-use.
3.6	All existing fair faced concrete block walls to be cleaned down to remove scuffing and surface marks, before application Watco wall sealer (Rawlins Paints) in accordance with the manufacturer's instructions.
3.7	Carry out decoration to all remaining surfaces comprising clean down, prepare, spot prime and apply two coats of oil paint to surfaces of woodwork and metalwork. Apply two coats of preservative stain to door frame.
3.8	Cut out any cracks to exiting floor screeds and make good with a suitable flexible filler. Prepare and apply two coats Watco Grey Concrete sealer (Rawlins Paints) in accordance with the manufacturer's instructions.
3.9	In disabled WC, install hot and cold water supply to pair of taps as indicated on the site drawing.

4. Corridor

4.1	Wash down, prepare and apply two coats of emulsion paint to existing Artex ceilings.
4.2	All existing fair faced concrete block walls to be cleaned down to remove scuffing and surface marks, before application Watco wall sealer (Rawlins Paints) in accordance with the manufacturer's instructions.
4.3	Carry out decoration to all remaining surfaces comprising clean down, prepare, spot prime and apply two coats of oil paint to surfaces of woodwork and metalwork. Apply two coats of preservative stain to door frames.
4.4	Cut out any cracks to exiting floor screeds and make good with a suitable flexible filler. Prepare and apply two coats Watco Grey Concrete sealer (Rawlins Paints) in accordance with the manufacturer's instructions.

5. External

5.1	Clean down, prepare, spot prime and apply two coats of paint to surfaces of woodwork and metalwork.
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SCHEDULE 2

[INSERT CHARGES]

