

PRUDHOE TOWN COUNCIL
ROAD ENDS TOILETS
INVITATION TO TENDER 2018

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 provide a fully costed proposal 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 invoices for works carried out throughout the year, on a monthly basis or as agreed between the parties.

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 the 'Road Ends Toilets' to the Council *as soon as possible*. Where the council reports damage to the contractor (that is the responsibility of the contractor), it is expected that this will be rectified in a timely manner.

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 supply all equipment required for work carried out under the contract at their own expense (excluding toilet rolls, supplied by Essity), 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.