



# CANVEY ISLAND TOWN COUNCIL

## CANVEY LAKE

### Ground Maintenance/Litter Clearance Services

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#### **TENDER DOCUMENTS**

(To be **RETURNED** by tenderer)



## Section 1

### **INSTRUCTIONS TO TENDERERS**

(These instructions shall not form part of the Contract)

1. The details of this document shall be treated as confidential.
2. The Tender is requested to provide a quotation for a five year period with the option of a one year extension. The contract commencement date is to be the 1<sup>st</sup> June 2019.
3. The service will be provided in accordance with the specification and also in accordance with the terms and conditions, a copy of the Standard Terms of Contract for the Council are attached.
4. The Tender is requested to submit a quotation breakdown of each service in accordance with the specification of works.
5. Tenders shall be submitted by completion of the Tender Acknowledgement Pro-forma and associated documents.
6. Tenders must not be qualified in any way whatsoever. Any points of difficulty arising should be cleared with the Town Clerk as early as possible in the tender period, so that further instructions or clarifications may be given to other Tenderers.
7. Tenders shall be deemed to include the following:
  - i) All liabilities in respect of the Specification Conditions, Insurances and Conditions of Contract.
  - ii) All costs associated with labour required.
  - iii) The Tenderer's examination and assessment of the site, working conditions and work required.
  - iv) Compliance with all and any statutory obligations arising from the Works.
8. The Contractor is advised to price every item in the specification list. Lump sums covering groups of works are not acceptable. Any item not priced will be deemed to be included in the rates of prices elsewhere.
9. Tender forms must be fully completed in black ink and checked by the Tenderer, prior to submission. In the event of any discrepancies, the written amount shall prevail. Incomplete documents will be rejected.
10. The Tenderers shall promptly acknowledge receipt of the Tender Documents and confirm that they are able to submit a Tender in accordance with the documents received.
11. If a Tenderer decides that he is unable to submit a Tender he shall immediately notify the person responsible for the project (as stated in the letter of invitation). The Tenderer shall



then return all Tender Documents to Canvey Island Town Council including any copies. The Tenderer shall state in writing the reason for the withdrawal.

12. Tenderers shall, at their own expense, visit the site and obtain on their own responsibility all information which may be necessary for the purpose of making a Tender and entering into a contract. They shall carefully examine the Tender Documents and satisfy themselves as to risk, obligations and responsibilities to be undertaken in the Contract. No compensation event will be entertained in respect of want of knowledge.
13. Persons, firms or companies proposing to Tender and any of their servants or agents will be granted permission by the Council to enter upon the premises and lands for the purpose of inspection in connection with the proposed Tender, but only on the condition that such persons, firms or companies will release and indemnify the Council and his servants and agents from and against all liability in respect of, and will be responsible for, personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage cost and expense however caused (whether by the act or neglect of the Employer, of his servants or agents or not) which, but for the exercise of such permission, would not have arisen.
14. Prior to the date for the submission of Tenders the Council may issue Addenda or Corrigenda to clarify modify or add to the Tender Documents. A copy of each Addendum or Corrigendum will be issued to every Tenderer and shall become part of the Tender Document. No additions or alterations shall be made to the Tender Documents unless it is the subject of an Addendum or Corrigendum. The Tenderer shall promptly acknowledge receipt of each Addendum or Corrigendum.
15. If the Tenderer considers that he can offer any advantage by submission of an alternative offer or qualified Tender he may do so but it will only be considered if it constitutes a fully priced alternative Tender and is submitted in addition to a Tender in accordance with the Tender Documents.
16. Tenderers must provide the names and addresses of all specialist firms and sub-contractors whom they propose to use on the site, together with the descriptions of the services to be performed by each of the names and addresses of suppliers on the form attached.
17. Tenderers must provide names and addresses of their Insurance Company on the form provided.
18. Should obvious pricing errors be discovered before acceptance of the offer these errors will be dealt with in accordance with Alternative 2 of the NJCC Code of Procedure for Single Stage Selective Tendering 1996.
19. The Tender shall be accompanied by a preliminary method statement showing the Tenderers proposed method of works and safety provision. This information is for Tender evaluation purposes and will not form part of the Contract.
20. The Council does not bind itself to accept the lowest or any Tender, nor will the Council be responsible for or pay for any expenses or losses incurred by the Tenderer in the preparation of his Tender.



21. The Council 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.
22. Tenders are to be returned by **30<sup>th</sup> April 2019** in a plain envelope using the label provided marked strictly private & confidential. The envelope must not be marked in any way that will disclose the identity of the Tenderer.
23. Any queries relating to the tender shall be referred to the Town Clerk on 01268 683 965 or submitted via e-mail at [clerk@canveyisland-tc.gov.uk](mailto:clerk@canveyisland-tc.gov.uk).



## SECTION 2

Tender Acknowledgement Pro-forma and  
associated certification



## **TENDER ACKNOWLEDGEMENT PRO-FORMA**

**COMMERCIAL IN CONFIDENCE (on completion)**

**To: Town Clerk  
Canvey Island Town Council  
11 High Street  
Canvey Island  
Essex  
SS8 7RB**

**From:**

Date:

Dear Mrs De Can,

### **Provision of Grounds Maintenance/Litter Clearance Service**

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 Town 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 preparation of a response to the Invitation to Tender.

Yours sincerely

For and on behalf of:



## **Certificate that the Tender is a Bona Fide Tender**

In recognition of the principle that the essence of selective tendering is that Canvey Island Town 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:
  - (a) 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);
  - (b) 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;
  - (c) 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:

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

Dated this .....day of .....2019

**SIGNED (as in tender) duly  
authorised to sign for and on  
behalf of .....**

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## **CANVASSING CERTIFICATE**

To: Canvey Island Town Council

I/We hereby certificate and I/We have not canvassed or solicited any member, officer or employee of Canvey Island Town Council in connection with the award of this Tender and any other Tender or proposed Tender for the Grounds Maintenance/Litter Clearance Service 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 Canvey Island Town Council in connection with the award of this Tender or any other Tender proposed for the Grounds Maintenance/Litter Clearance Service and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed by the Authorised signatory .....

Status.....

For and on behalf of .....

Dated .....





## **SUB-CONTRACTORS / CONTRACTORS details**

**The Contractor shall list hereunder 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 Conditions of 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/CONTRACTORS NOMINATED AT ANY TIME DURING  
THE CONTRACT



## **INSURANCES**

I/ We hereby certify that I/ We have effected and will maintain during the whole of the Contract Period, Policies of Insurance in accordance with clauses 10 and 11 of the Standard Conditions of Contract.

**Name of Insurance Company:** .....

**Address:** .....  
.....  
.....

**Employers Liability Policy No:** .....

Renewal date:

**Public liability Third Party Policy No:**.....

Renewal date:

Signature .....

Address .....

Date .....,.....



## SECTION 3

### WORK SPECIFICATION

#### CANVEY LAKE

#### Ground Maintenance/Litter Clearance Services

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## **1. General**

- 1.1 In this Part the expressions “the Contractor” and “the Town Clerk” shall wherever the context admits mean ..... and the Town Council.
- 1.2 This Specification sets out the requirements of the Town Council with regard to the management and maintenance of Canvey Lake. The Town Council may from time to time issue further detailed documents to supplement or supersede the details contained here.
- 1.3 The Contractor is under a general obligation to maintain the Lake in a clean, tidy and safe condition as set out in detail elsewhere and herein.
- 1.4 All costs will be met by the Contractor and deemed part of the contract price unless separately specified.

## **SERVICE 1**

### **2. Grounds Maintenance/Open Grass Area**

- 2.1 The Contractor shall remove litter, bottles, cans, stones and other debris from site prior to undertaking grass cutting operations.
- 2.2 The Contractor shall use machines which are appropriate in size, shape and method of cutting for the type of work involved. A list of such machinery shall be supplied with the tender. The Contractor shall take care not to cause damage to trees, shrubs and other obstacles as a result of contact with grass cutting machinery or any part thereof on areas, which allow the use of large cutting machinery. Inaccessible parts shall be cut with smaller hand mowing machines no later than 24 hours following the use of large machines and mowing shall be to the same standard as the main area.
- 2.3 Blades and cylinders on all mowers shall be sharp and properly set to cut the sward cleanly and evenly. Mowers must have their height of cut adjusted to prevent scalping.
- 2.4 Cutting shall be carried out right up to the edges of paths etc. and as close as possible to walls, fences and other obstacles.
- 2.5 Any cuttings, which fly onto paths or other hard surface areas shall be brushed off and distributed evenly over the grassed area as work progresses.
- 2.6 The Contractor shall flail the reeds around the lake edge annually between October and December to a height of 3ft to ensure that there is a clear definition of the bank edge.

### **Grass Cutting**

- 2.7 The Contractor shall provide all plant, labour and equipment necessary to ensure that the required standard of maintenance is kept.
- 2.8 The Contractor will carry out grass cutting to the grass areas within the location plan and to the grass schedule detailed in 2.14.
- 2.9 The Contractor will at his own expense make good any damage caused to fences, footpaths, furniture, bins, trees and any other obstruction during grass cutting operations. Should it be determined by the Town Council that the failure of a tree or shrub is due to



damage inflicted by negligent grass cutting including strimming the Contractor will be required to replace the tree or shrub at his own expense to the satisfaction of the Town Clerk.

- 2.10 All grass will be cut cleanly and evenly to the same height and without damaging the existing surface. The Contractor will be required to re-cut any area deemed by the Town Clerk to be unsatisfactorily mown at his own expense.
- 2.11 The Contractor will follow and adhere to the programme of works declared and approved by the Council. Any variations to the programme should be approved by the Town Clerk.
- 2.12 All soft vegetative weed growth found to be growing in the grass shall be deemed as part of the grass and must be cut down to the prescribed height of cut. During drought conditions these weeds may grow at a faster rate than the grass and must therefore be regularly cut to maintain the required height of cut. The Contractor will not be paid extra for these works and must make appropriate allowance in his tender.
- 2.13 Grass not accessible – Whilst the majority of grass areas requiring strimming have been included within the site plan there will be many obstacles particularly on highways verges that have not been included but still require strimming in accordance with the specification. The Contractor will therefore allow for these works when assessing this tender.
- 2.14 All grass cutting operations will be carried out to the standards described in this specification and as detailed in the schedules that follow. A suggested mowing frequency is given as a guide to maintaining the required height of cut standards given normal weather/growth conditions. However, where the works are temporarily suspended due to inclement weather the Contractor will provide additional resources where necessary at no cost to the Council in order to meet the height of cut criteria.
  - (a) As a minimum requirement the Contractor shall cut grass once every two weeks from the beginning of March to the end of October inclusive, however the Contractor can instruct additional cuts which may be necessary both during this period and at other times of the year for which no additional payments will be made.
  - (b) The maximum height shall be 50mm and not less than 10mm.
  - (c) Edging shall be carried out no later than one working day following mowing.
  - (d) The Contractor shall cut a path at least 1.0 metre wide around all litter bins, seats and trees or other obstacles situated in such grassed areas.

## **SERVICE 2**

### **3. Maintenance of Trees**

- 3.1 The Contractor shall inspect and carry out corrective operations to all semi-mature, standard and feathered trees to maintain them in a healthy and vigorous condition producing well balanced upright trees or normal growth and appearance characteristic of their type. The Contractor shall undertake maintenance visits to these trees in association with the regular maintenance of the grounds.



- 3.2 The Contractor may only use chain saws when the operative is working at ground level i.e. NOT from within the tree or ladder platform and has the relevant qualifications to do so. All pruning works within the trees or from a ladder or platform shall be carried out using hand saws or other appropriate hand tools.
- 3.3 Branch Removal from Mature Trees:-
- (a) At any time of the year or in emergency situations when instructed by the Town Clerk, the Contractor shall remove dead or damaged branches from mature trees. Works will be of a minor nature and the Contractor will only be required to use hand saws or other hand tools. The Contractor will not be paid extra for these works and must make appropriate allowance in the tender.
- 3.4 Felling Mature Trees:-
- (a) In emergency situations and when instructed by the Town Clerk, the Contractor shall fell to ground level mature trees. Works will be of a comparatively minor nature and the Contractor will only be required to "straight" fell trees.
  - (b) All arisings from branch removal and felling of trees shall be removed from site. The Contractor shall leave the site in a clean and tidy condition following the completion of works.
- 3.5 The Contractor shall ensure that all stem side growths are removed from trees up to a height of 1.5 metres including mature trees.
- 3.6 At each maintenance visit all missing, damaged and worn tree ties shall be replaced by the Contractor. Replacement ties and spacers shall be supplied by the Contractor.
- 3.7 At each maintenance visit the Contractor shall inspect any stakes for signs of damage or fungal attachments and such stakes shall be removed and replaced in a suitable position with a new stake of suitable size and type in accordance with the specification below. New stakes shall be supplied by the Contractor.
- 3.8 At each maintenance visit the Contractor shall ensure that any trees or hedges that overhang any public footpath shall be cut back at a clearance of at least 6.5ft from ground level.
- 3.9 In circumstances where a new stake is to be used the old stake shall be completely removed but if this operation is likely to cause damage to the tree, the stake shall be carefully cut off at ground level. The new stake shall be positioned as close as possible to the old stake on the windward side of the tree and driven into the ground to a depth of at least 600mm. The stake must not interfere with the free movement of the branches. The previous stake hole shall not be reused and the old stake hole shall be filled in appropriately and in accordance with safety requirements to ensure there is no trip hazard. All old stakes and other arisings shall be removed from site.
- 3.10 On each occasion the Contractor shall secure or reposition stakes which show movement or indicate instability.
- 3.11 At each maintenance visit the Contractor shall inspect the soil area around the base of each tree. Any lift of the soil caused by frost or other reason shall be gently firmed.



3.12 At all times the Contractor shall keep the bases of staked trees in a neat and tidy condition ensuring it is clear from litter and rubbish at all times.

3.13 At each maintenance visit all weeds shall be removed by hand, hoe or fork and all litter, rubbish and arisings removed from site. The Contractor must take due care not to disturb or damage tree root systems.

3.14 Winter Maintenance of Staked Trees:-

In addition to the operations detailed in this Specification the Contractor shall undertake the following operation on one occasion each year between the first week in November and the middle of March.

(a) All ties shall be inspected and if necessary loosened and securely reaffixed. A minimum of two ties and spacers shall be used for each tree and they shall be positioned to prevent any abrasion of stems.

(a) The Contractor shall check to see whether the trees are still in need of staking and if not shall cut the ties, carefully lift the stake from the ground and remove from site. If this operation is likely to cause damage to the tree the stake shall be carefully cut off at ground level. When a tree stake has been completely removed the Contractor shall backfill the hole to the surrounding ground level. The Contractor must not backfill the hole with litter or other deleterious material.

#### **4. Maintenance of Hedges/Shrubs**

4.1 The Contractor shall maintain all hedges and shrubs in a clean and healthy condition and ensure that no hedge or shrub causes nuisance, damage or danger to any public area or residential fencing.

4.2 Hedges shall be cut either once or twice a year depending upon the hedge. Hedges pruned once a year shall be cut in the autumn.

4.3 All arisings from hedge cutting operations shall be removed from site.

### **SERVICE 3**

#### **5. Waste/Litter Clearance**

5.1 The definition of standards of cleanliness is defined in the Code of Practice on Litter and Refuse

5.2 The Contractor will be required to keep all sites detailed in the contract works free from litter debris in accordance with standards specified in the Environmental Protection Act (EPA 1990) throughout the period of the contract

5.3 All litter debris etc. shall be disposed of at a suitable licensed waste site with any documentation necessary to certify that all waste is being disposed of at an authorised site.

5.4 All wild animal carcasses shall be placed immediately in a suitable polythene sack and disposed of in accordance with the collection and controlled waste regulations 1992 or



any amendment thereto or re-enactment thereof. Domestic animal carcasses are to be disposed of as instructed by the Town Council. All costs for this shall be met by the Contractor and deemed to be included in the contract price.

- 5.5 The Contractor shall be held responsible for meeting all disposal costs regardless of those costs or distance travelled and these costs will be deemed to be included within the tender price.
- 5.6 The Contractor shall comply with section 34 of the Environmental Protection Act 1900 or any re-enactment thereto so far as this applies to the service.
- 5.7 Failure to achieve a satisfactory standard in any activity, which is part of the service shall be deemed to be a default in the performance as defined in the contract.

### **Emptying Bins**

- 5.8 The Council will be responsible for supplying litter bins and dog bins which may be of any design.
- 5.9 The Contractor shall inspect all bins on a weekly cycle emptying all litter, rubbish and fouling sacks from each receptacle and replacing with new ensuring that at no time does any bin either become more than three quarters full or go more than one week without being emptied.
- 5.10 The Contractor shall respond to incidents of fly tipping and other damage occurring at the site including the removal of discarded items from site.
- 5.11 All litter bins and dog bins should be kept clean and maintained to an acceptable standard and disinfectants used on bins as and when necessary. The Contractor must inform the Council of any missing or defective bins immediately.
- 5.12 There are currently around 23 litter bins and 17 dog bins within the area of works for this contract. The Contractor shall provide an emptying programme that ensures that all bins do not fall below an acceptable standard (60% or more full of litter) at any time. The Contractor shall increase emptying frequencies at the request of the Town Clerk should they feel that it is necessary. All additional costs for this shall be met by the Contractor and deemed to be included in the contract price.
- 5.13 The number of litter/dog bins within the area of works shall be deducted from or added to by the Clerk during the course of the contract and the Contractor must arrange to incorporate such changes into the works patterns within five days of receiving such notification. The Contractor is required to specify within their tender submission up to how many extra litter and dog bins they will accept without any further charge and then what that charge would be thereafter.
- 5.14 The Contractor shall use appropriate plastic sacks to line all bins as an aid to emptying and cleaning. All costs for this shall be deemed to be included in the contract price.





## **Ditch Clearance/Maintenance**

- 5.15 Care must be taken to prevent cuttings etc. from falling into the watercourse and blocking the pumping stations or dykes. The dykes between Denham Road and Link Road are to be cleared of grass, fallen branches, litter and other general rubbish.

## **SERVICE 4**

### **6. Preservation of Furniture / Signage / Paths**

- 6.1 The Contractor will carry out weekly inspections of all landscape furniture including the following items seats, benches, litter bins, boundary fences, bollards, public information signs, play equipment and other fixture and fitting encountered in the open space.
- 6.2 The Contractor will ensure that all items that fall within the category above are structurally safe to use and free from graffiti. In addition the Contractor will ensure that all seats are clean to sit on by washing down with a detergent water solution or solvent when necessary to remove ALL type of dirt.
- 6.3 Where items are found to be defective, the defect must be reported to the Town Clerk as soon as possible and if requested removed or sectioned off from use to the general public. All furniture must immediately be made safe which is deemed to be causing a Health & Safety risk to the public.
- 6.4 If possible the Contractor shall remove damaged items of furniture to a suitable location leaving the site in a safe condition (i.e. no protruding bolts etc.).
- 6.5 The Contractor shall repair any rotten, badly rusted or other damaged furniture. If the Contractor considers any item to be beyond repair he shall report the matter to the Town Clerk.
- 6.6 The Town Council will order any required new furniture and the Contractor will arrange for the new item to be replaced at the site.
- 6.7 The Contractor shall rub down and paint the bridges on an annual basis to the colour specification of the council.

## **SERVICE 5**

### **7. Water Clearance**

- 7.1 The Contractor shall inspect the entire Lake every six months and clear all rubbish and litter from the Lake and remove all items from site.
- 7.2 The Contractor shall respond to incidents of fly tipping and other damage occurring at the site including the removal of discarded items from site.
- 7.3 The Contractor must ensure that adequate equipment is available to them to inspect and remove litter from the entire lake inclusive of the centre of the lake.



## **8. Inspections**

- 8.1 The Contractor shall ensure that tall trees, hedges, furniture, footpaths, fences, gates, drains, grass, play equipment and other items within the specified location of Canvey Lake are regularly inspected for overgrowth, damage, litter, vandalism, graffiti and to check whether they are in a generally satisfactory condition.
- 8.2 The Contractor shall ensure that all locations are kept in a clean, tidy and safe condition. The Contractor shall remove any litter, debris and other deleterious matter from the site. Graffiti shall be if possible removed immediately using a cleansing agent.
- 8.3 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.



## SECTION 4

## LOCATION PLAN



## SECTION 5

# STANDARD CONDITIONS OF CONTRACT



## **1. DEFINITIONS AND INTERPRETATION**

In this Contract, save where the context otherwise requires, the following expressions shall have the meanings hereby assigned to them.

- a. "Commencement Date" means the date agreed with the Council to commence the Services.
- b. "Conditions" means these conditions, any supplementary conditions and any modification thereof.
- c. "Contractor" means the organisation who is employed by the Council to undertake the Services.
- d. "Contract" means any formal contract document entered into under seal between the Contractor and the Council or signed by any duly authorised person and includes the documents incorporated therein and forming part thereof. Unless and until a formal contract is entered into between the Contractor and the Council "Contract" means the signed Tender documents. Any reference therein to an Act of Parliament or any Order Regulation, Statutory Instrument of the like shall include a reference to any amendment or re-enactment of same.
- e. "Contract Period" means the period from the commencement date of the Services until completion of the Services to the satisfaction of the Contract Manager.
- f. "Contract Price" means the price inserted by the Contractor in the Pricing Schedule submitted with the Tender.
- g. "Council" means the Canvey Island Town Council or any successor authority.
- h. "Town Clerk" means the Contract Manager for the time being or any person duly authorised by the Town Clerk to act on their behalf.
- i. "Good Industry Practice" means the degree of skill, care prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced Contractor (engaged in the same type of undertaking as that of the Contractor) under the same or similar circumstances.
- j. "Services" means the Services set out in the Specification.
- k. "Specification" means the document setting out the Council's requirements and which forms part of the Tender Documents.
- l. "Contractor" means the person, persons or company whose tender is accepted.
- m. "Tender" means the Tenderers bid for the Services set out in their Tender Documents.
- n. "Tender Documents" means the Specification together with the Tender submitted by the Contractor and any accompanying or supporting documents relating to the provision of the Services.
- o. "Week" means 7 consecutive days starting on Monday and end on the following Sunday.



- p. Words importing one gender include all others and the singular include the plural and visa versa.

## **2. WARRANTIES**

The Contractor in submitting its form of tender warrants and represents to and undertakes with the Council that:

- 2.1 It has complied in all respects with the conditions of tendering;
- 2.2 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 the Contractor's form of tender are true, complete and accurate in all respects;
- 2.3 It has not submitted its tender or entered into the Contract in reliance upon any representation of statement (whether made orally, in writing or otherwise) which may have been made by the Council;
- 2.4 It has full power and authority to enter into the contract and carry out the Services;
- 2.5 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 contract period: and
- 2.6 It will make available to the Council copies of its audited accounts within 30 days of the formal adoption of such accounts.
- 2.7 If awarded the contract shall discharge its obligation with all due skill, care and diligence including but not limited to good industry practice.

## **3. PROVISION AND MANNER OF CARRYING OUT THE SERVICES**

- 3.1 The Contractor shall commence the Services on the agreed Commencement Date to be confirmed.
- 3.2 The Contractor shall at all times provide the Services in accordance with the Specification and the conditions referred to in the Contract.
- 3.3 The Contractor shall comply with all the relevant Acts of Parliament, statutory regulations and codes of practice relating to the Services including compliance with any obligations which may be imposed by the same upon the Council.
- 3.4 The Contractor shall provide the Services safely and in a manner that is not, or is not likely to be, injurious to health or detrimental to the environment or the fabric of any property.
- 3.5 The Contractor shall undertake the Services (without prejudice to any other provisions contained in the Contract) in an efficient, effective and safe manner in accordance with the Contract.
- 3.6 The Contractor shall provide the Services at all times in such a manner as shall promote and enhance the image and reputation of the council.
- 3.7 The Contractor shall provide all the Equipment necessary for undertaking the Services.



- 3.8 All Equipment used in relation to undertaking the Services shall be at the Contractors own risk.
- 3.9 The Council shall have the power to inspect and examine performance of the Contractor in relation to the provision of the Services and its performance will be monitored to ensure compliance with the terms of the Contract in accordance with the Monitoring Schedule.
- 3.10 Timely undertaking of the Services shall be of the essence of the contract including commencing the Services within the time agreed or specified by or with the Council.
- 3.11 If the Council considers that any part of the Services have not been undertaken in accordance with or do not meet the requirements of the Contract and is other than as a result of the default or negligence of the Council the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirement of the Contractor with such reasonable time as may be specified by the Council.
- 3.12 As the Council's affairs are open to scrutiny by a variety of external bodies and people including:
- 3.12.1 An external Auditor appointed by the Audit Commission.
  - 3.12.2 The Public via the Council's Complaints procedure.
  - 3.12.3 Local electors via the Annual Inspection of Accounts.
  - 3.12.4 Her Majesty's Revenue and Customs.
  - 3.12.5 Department for Works and Pensions.
  - 3.12.6 Freedom of Information Act.
  - 3.12.7 Information Commissioners Office/General Data Protection Regulations
  - 3.12.8 Local Government Transparency Code 2015
- 3.13 The Council through its Internal or External Auditors may request information relating to the Contract pursuant to the provisions of condition 3.12 above and the Contractor shall supply the Council's Internal or External Auditors with the information forthwith upon request.

#### **4.0 STANDARD OF WORKS**

- 4.1 It shall be the duty of the Contractor well and properly to 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.
- 4.2 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.
- 4.3 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.
- 4.4 Unresolved complaints received or referred to the Council will be investigated by the Town Clerk who may take such action that he/she considers appropriate.
- 4.5 The Town Clerk 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.



- 4.6 The Town Clerk 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 forthwith upon request.

## **5. CONTRACTOR'S APPOINTED SERVICES SUPERVISOR**

- 5.1 The Contractor shall ensure that at all times a Services supervisor is appointed and empowered to act on behalf of the Contractor and is available in person to the Town Clerk at all times whilst undertaking the Services. The Contractor shall appoint a suitably qualified Deputy Services Supervisor for periods of the Services Supervisor's holiday or illness.
- 5.2 Prior to the commencement date the Contractor shall inform the Town Clerk in writing of the name and telephone number of the Services Supervisor.
- 5.3 The Contractor shall inform the Town Clerk of the identity of any person proposed to be authorised to act for any period as deputy for the Services Supervisor before the start of that period. Any person proposed to be authorised to act as deputy for the Services Supervisor must be a qualified existing employee of the Contractor.
- 5.4 The Services Supervisor or his duly authorised deputy 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 his deputy shall be deemed to have given or made to the Contractor
- 5.5 The Services Supervisor or his duly authorised deputy shall consult with the Town Clerk and with such other of the Council's supervisory staff as may from time to time be specified by the Town Clerk as often as may be necessary for the efficient provision of the Services in accordance with the Contract.
- 5.6 The Services Supervisor shall inform the Town Clerk 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 contractual obligations.

## **6. SUPERVISION OF STAFF**

- 6.1 The Contractor shall provide a sufficient complement of supervisory staff in addition to the Services Supervisor; to ensure that the Contractor's staff engaged in and about the provision of the Services is at all times adequately supervised and properly perform their duties.
- 6.2 The Contractor's staff engaged in and about the provision of the Services shall primarily be under the control and direction of the Contractor's own supervisory staff but shall nevertheless while on the Council's premises comply with all reasonable instructions and requests given to them by the Council's employees.

## **7. STAFF**

- 7.1 The Contractor shall employ in and about the provision of the Services only such persons as are careful, skilled and honest and experienced in the work which they are to perform.





- 7.2 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 otherwise.
- 7.3 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 thereof.
- 7.4 The Contractor shall ensure that every person employed by the contractor in and about the provision of the Services is at all times properly and sufficiently trained and instructed with regard to:
- the task or tasks that the person has to perform;
  - any relevant provision of the Contract;
  - relevant rules, procedures and standards of the Council;
  - all relevant rules, procedures and statutory requirements concerning Health and Safety at work;
  - fire risks and fire precautions; and
  - the necessity to observe the highest standards of courtesy and consideration to the public and promote and enhance the Council's image and reputation.
- 7.5 The Contractor shall take all reasonable steps to secure the observance of condition 7.4 above by all servants, employees or agent of the contractor and all Contractors and sub-Contractors employed in undertaking the Services.
- 7.6 The Contractor will be monitored by the Council to ensure compliance with condition 7.4 and 7.5.
- 7.7 The Contractor shall be entirely responsible for the employment and conditions of service of its own employees including without limitation the payment of wages.
- 7.8 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.
- 7.9 The Town Clerk may by reason of misconduct, breach of these conditions or for any other substantial reason instruct the Contractor to take disciplinary action or other action in relation to or remove from the provision of the Services any person employed in or about the provision of the Services by the Contractor (which for the avoidance of doubt shall include the Services Supervisor or his deputy) and the Contractor shall forthwith comply with such instructions. 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 claims brought by any such employee arising there from.
- 7.10 The Contractor shall ensure that its staff carry out their duties and behave while on the Council's premises in any 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 the property or the Council or of its employees, agents or sub-Contractors or of other persons.

- 7.11 Representatives of the contractor shall carry at all times identity cards in a form approved by the Town Clerk and make such cards available for inspection on request by an Officer of the Council who similarly discloses his/her identity.
- 7.12 When requested to do so or when communicating with other persons as a representative of the Contractor all persons employed by the Contractor in the performance of the Services shall disclose their identity and shall not attempt to avoid so doing.

## **8. HEALTH AND SAFETY**

- 8.1 The Contractor shall at all times comply with:
  - 8.1.1 All relevant Health and Safety Acts, Health and Safety Regulations and Codes of Practice that are approved by the Health and Safety Commission.
  - 8.1.2 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.
  - 8.1.3 Their own Health and Safety Policy, health and safety system and procedures. Notwithstanding this, Contractors shall ensure that their employees and any sub-contractors comply at all times with the Council's Health and Safety Policy in so far as it is relevant to the contract.
  - 8.1.4 Any conditions stipulated by the Council in relation to Health and Safety;
    - 8.1.4.1 Such conditions will override details contained in the Contractor's internal documentation but will ensure that health and safety standards will be maintained or improved.
    - 8.1.4.2 Any requests for the provision of health and safety documentation will be provided in a timely manner.
- 8.2 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.
- 8.3 The Contractor shall notify, in writing, to the Contract Manager of all incidents, which either could have lead or did lead to injury and/or damage. Where incidents are reportable under the Report of Injuries, Diseases and Danger Occurrences (Amendment) Regulations 2012 full documentation must be provided.
- 8.4 The Town Clerk shall be empowered 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 shall not resume provision of the Services until the Town Clerk is satisfied that the non-compliance has been rectified.

## **9. ASSIGNMENT AND SUB-CONTRACTING**

The Contractor shall not:

- 9.1 assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof; or



- 9.2 sub-contract the provision of the Services or any part thereof to any person without the previous written consent of the Town Clerk which consent (if given) shall not relieve the Contractor 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 agents, servants or workmen, notwithstanding that the Council shall require as a condition of giving any consent to sub-contract a direct warranty and undertaking from the sub-Contractor concerning the provision of the Services and compliance with the Contract in all respects.

## **10. LIABILITY, INDEMNITY AND INSURANCE**

- 10.1 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
- 10.2 The Contractor shall be liable for and shall fully and promptly indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Contract including in respect of any death or personal injury, loss of or omission of the Contractor. The minimum level for both Public Liability and Employers Liability held by the contractor will be £5m. 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 Staff or sub-Contractors or by any circumstances within its or their control.
- 10.3 Subject always to condition 10.2 the liability of either Party for Defaults shall be subject to the financial limits set out in this condition 10.4
- 10.4 The aggregate liability of either Party for all events resulting in direct loss of cash or damage to premises or property of the other under or in connection with the Contract shall in no event exceed £100,000 (One Hundred Thousand Pounds)
- 10.4.1 Subject always to condition 10.2 in no event shall either Party be liable to the other for:
- loss of profits, business, revenue or goodwill; and/or
  - indirect or consequential loss or damage
- 10.5 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing and adequate level of cover in respect of all risks which, may be incurred by the Contractor, arising out of the Contractor's performance of 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.
- 10.6 The Contractor shall hold employers liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.
- 10.7 The Contractor shall produce to the Town Clerk, on request, copies of all insurance policies referred to in this condition or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.



- 10.8 If, for whatever reason, the Contractor fails to give effect to and maintain the insurance policies referred to in this condition or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 10.9 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 Condition 10.2

## **11. PROFESSIONAL INDEMNITY**

- 11.1 The Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional Contractors or sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this condition and as a minimum the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent sub-Contractor or contractor involved in the performance of the Services has a limit of indemnity of not less than £5m for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six (6) years following the expiration or earlier termination of the Contract.

## **12. PRICE PAYABLE**

- 12.1 The Price payable to the contractor for the Services shall be that stated in Form of Tender.
- 15.2.1 The Price payable for the Services to be provided under the Contract shall include without limitation the 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.
- 12.3 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 for any of the Services, save for the sums payable.

## **13. PAYMENT**

- 13.1 The Contractor shall submit invoices following inspection and approval by the Town Clerk and the Council shall pay such amount as may properly be due to the Contractor under the terms of the Contract within Thirty days of the receipt by the Town Clerk of such invoice. The Town Clerk shall notify the contractor in writing within five days of receipt of the invoice if the Town Clerk considers any invoice submitted by the Contractor to be incorrect in any way stating the grounds for such withholding.
- 13.2 In addition to the sums payable the Council shall pay the Contractor such value added tax (if any) as may be properly chargeable by the Contractor in connection with the



provision of the services under legislation from time to time in force and the Contractor shall issue a tax invoice in respect thereof.

- 13.3 The Council may reduce payment in respect of any Services which the Contractor has failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Council.
- 13.4 The Contractor shall not be entitled to suspend provision of the Services unless the contractor is entitled to terminate the Contract under Condition 13.1 for the failure to pay undisputed charges.

#### **14 RECOVERY OF SUMS**

- 14.1 Whenever, under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Council, the same shall be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under the Contract or any other contract between the Contractor and the Council.
- 14.2 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 thereof.
- 14.3 The Council may at any time during the Contract period make claims under the bond in respect of any monies howsoever becoming due to the Council under the Contract.

#### **15. TERMINATION**

- 15.1 The Council may terminate this Contract if:

15.1.1 The Contractor shall do all or any of the following:

- commit a breach of any of its obligations under the contract (each such obligation being a condition of the contract not a warranty); or
- suspend any payment to or convene to hold a meeting of creditors or commit an act of bankruptcy or (being a company) shall have a receiver appointed pursuant to the Insolvency Act 1986 (as amended) or by the court or any debenture hold or shall have an administrator appointed pursuant to the Insolvency Act 1986 (as amended) or shall go into liquidation (other than for the purpose of amalgamation or reconstruction) with its creditors or any arrangement for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of its property or any judgement against it shall remain unsatisfied for more than 14 days; or
- there shall be any change in control of the Contract or (where the Contractor is a subsidiary company) its ultimate holding company; or
- any of the warranties and representations set out in Standard Condition 2 shall prove to be untrue or incorrect then in any such circumstances the Council may without prejudice to any of its remedies under the Contract and without prejudice



to any rights of action which shall accrue or shall have already accrued to the Council do all or any of the following:

- (a) retain any amount due to the Contractor howsoever arising from the Council;
- and
- (b) without determining the whole of the Contract, determine the Contract by notice in writing to the contractor having immediate effect in respect of such part of the Services as may be specified in such notice whereupon a corresponding reduction in the sums due shall be made.

15.2 The rights of the Council under Standard Conditions 15.1 are in addition and without prejudice to any other right the Council may have to claim the amount of any loss or damage suffered by the Council on account of the acts or omissions of the contractor whether pursuant to the bond or guarantee and indemnity given in accordance with the bond undertaking or otherwise.

## **16. CONSEQUENCES OF TERMINATION**

16.1 Upon such termination, in addition to such consequences are set out in the other provisions of the Contract:

16.1.1 the Contractor shall forthwith cease to perform any of the Services.

16.1.2 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 Contract period 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.

16.1.3 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.

16.2 Termination of the Contract shall be without prejudice to the rights and remedies of the Contractor and the Council accrued before such termination and nothing in the Contract shall prejudice the right of either party to recover any such amount outstanding at the termination howsoever arising.

## **17. BRIBERY AND CORRUPTION**

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

- a) 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 or forbearing to





do so or for having done or forborne to do any action in relation to the Contract or any other contract with the Council,

or

- b) 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

- c) in relation to any contract with the Council the Contractor or person employed by it or acting on its behalf shall
- i) have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or
  - ii) Have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.

**18. WHOLE CONTRACT**

The Contract shall constitute the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior contemporaneous agreements between the parties with respect thereto.

**19. 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.

**20. 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 thereof or the right of the Council to enforce any provision in accordance with its terms.

**21 SEVERANCE**

If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

**22. AMENDMENTS**

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



## **23. INCONSISTENCY**

In the event of and only to the extent of any conflict between the body of the Contract, Specification, Invitation to Tender, Contractors Tender and other documents referred to or attached to the contract, the conflict shall be resolved in accordance with the following order of precedence:

The body of the Contract shall prevail over:

- (a) the Schedules
- (b) the Invitation to Tender
- (c) the Contractors Tender
- (d) any other document referred to in the Contract.

## **24. LAW**

The Contract shall be governed by and construed in accordance with the laws of England and the Contractor irrevocably submits to the jurisdiction of the English courts.

## **25. REPRESENTATION**

While the Council will use its best endeavours to provide accurate and reliable information to assist the Contractor in the preparation of the tender the Council in no way warrants the truth or accuracy or any representation made by or on behalf of the Council when entering into this Contract.

## **26. 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.

## **27. BEST VALUE DUTY**

- 27.1 The Contractor acknowledges that the Council is subject to Best Value Duty and the provisions of this condition 30 are intended to assist the Council in discharging its Best Value Duty in relation to the Services.
- 27.2 The Contractor shall, throughout the Contract Period, 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.

## **28. MONITORING PERFORMANCE**

The Contractor shall comply with the monitoring arrangements as set out in the Specification including but not limited to providing such data and information as the contractor may be required to produce under the Contract.





## **29. DISPUTES**

Any disputes between the parties concerning the interpretation of these Conditions or the performance of the Services shall be referred to an Arbitrator to be agreed upon by the parties.

## **30. MEDIATION IN THE EVENT OF DISPUTE**

Without prejudice to all other rights and remedies available to the parties, if any dispute arises in connection with the contract, the Town Clerk or Director, or Senior Representatives of the Contractor with authority to settle the dispute will within fourteen 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. 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 fourteen days after the date of the ADR Notice. If the dispute is not resolved following mediation within on calendar month of a written request to resolve the dispute by arbitration Condition 34 below shall apply.

## **31. ARBITRATION**

Subject to any detailed provision otherwise herein contained 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.

## **32. WHISTLE BLOWING**

32.1 The Contractor's attention is drawn to the published guidance on Whistle Blowing 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.

32.2 Whistle Blowing provides a mechanism should the Contractor have concerns that the Council:

- (a) has acted unlawfully
- (b) is or has provided services falling below establishment standards
- (c) committed an act of impropriety
- (d) put the health and safety of people at risk.

## **33. 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.



**34. OBSERVANCE OF STATUTORY REQUIREMENTS**

The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Services and shall indemnify the Council accordingly.

Information of awarded contracts and contractors maybe published in compliance with the Local Government Transparency Code 2015.

**35. 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.

**36. LEGAL FEES**

Each party shall bear its own legal and other fees in relation to the preparation and submission of the Tender documents and any formal Contract documents arising therefrom.

**37. SERVICE OF NOTICE ON CONTRACTOR**

Any notice to be given to the Contractor under the terms of the Contract shall be served post to or by leaving it at the Contractor's principal place of business or in the event of the Contractor being a Company to or at its registered office.

**38. SERVICE OF NOTICE OF COUNCIL**

Any notice to be given to the Council under the terms of the Contract shall be served by addressing the same to the Town Clerk and sending it by post of leaving it at the Council Offices at 11 High Street, Canvey Island, Essex, SS8 7RB.

**39. VARIATIONS**

- 39.1 The Council may, without invalidating this Contract, order any additions to or omissions from or 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.
- 39.2 The valuation shall where appropriate include an element of 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.
- 39.3 Where appropriate the rates/prices and percentage adjustments which have been inserted in the Tender documents by the contractor, shall form the basis for payment by the Council to the Contractor. Where the prices inserted are not similar or easily comparable then the Council and Contractor may agree between them 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.
- 39.4 Upon request to do so, or upon receipt of the Council's instruction, the Contractor shall submit a firm price quotation within a period of five (5) working days.



- 39.5 The Council may issue instructions as to the expenditure or treatment of any provisional items/ quantities /sums. Expenditure of any provisional items/quantities/sums shall be valued in accordance with this Clause.

## SECTION 6

### Quotation Breakdown