



WESTBURY
TOWN COUNCIL



Westbury Town Council

The Laverton, Bratton Road
Westbury, Wiltshire BA13 3EN
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DOCUMENT 8

WTC 02 / 2024-25

Date 16/12/2024

**Westbury Town Council:
Tender for grounds maintenance
and Streetscene contract**

CONTRACT TERMS

Streetscene and Grounds Maintenance

STANDARD CONDITIONS OF CONTRACT

DEFINITIONS

In the Contract (as herein under defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

“EMPLOYER” means Westbury Town Council, The Laverton, Bratton Road, Westbury, Wiltshire, BA13 3EN

“CONTRACTOR” means the person, persons, or company accepted by the Employer and includes the Contractor’s personal representatives, successors and permitted assigns.

“TOWN CLERK” means the Council’s Chief Officer or any other officer to the extent designated by her or the Council in writing to act on behalf of the Employer.

“CONTRACT” means the Conditions of Contract, Specification, Priced Schedules, the Tender, the Written Acceptance thereof and the Contract entered into between the Employer and the Contractor.

“SPECIFICATION” means the specification referred to in the Tender a copy of which is annexed, and any modifications as may from time to time be furnished or approved in writing by the Town Clerk.

“PRICING SCHEDULE” means the Pricing Schedules containing the estimated requirement for one 12-month period, with the rates inserted by the Contractor at the time of Tender.

“TENDER TOTAL” means the total of the Pricing Schedules for which the Contractor has tendered and have been accepted at the date of the Contractor’s Tender for the Services.

“ANNUAL SUM” means the annual sum payable by the Employer to the Contractor calculated in accordance with the Tender.

“ORDER” means an instruction from the Authority to carry out items of work to be performed under this Contract.

“COMMENCEMENT DATE” means the date from which the Contractor commences to provide the Services.

“CONDITIONS” means these conditions and any modification thereof.

“COUNCIL” means Westbury Town Council or any successor authority.

“INDEX” means the “All Items” Index of Retail Prices published by the Office for National Statistics or any Government Department upon which duties in connection with the compilation and maintenance of such Index shall have and/or other appropriate Index as stated in the Appendix.

“SERVICES” mean the Services to be provided by the Contractor under the conditions of this Contract and as set out in the Specification.

“WEEK” means seven consecutive days starting on Monday and ending the following Sunday.

Reference to “EMPLOYEES” of the Contractor shall be deemed to include the Contractor’s agents and sub-contractors unless the context otherwise requires.

“THE ACCOUNT” means the statement submitted to the Council by the Contractor.

“REVIEW DATES” means the first, second and third anniversaries of the Commencement Date as the context requires.

1. SUFFICIENCY OF INFORMATION

- 1.1 The Contractor shall be deemed to have satisfied himself before submitting his tender as to the accuracy and sufficiency of the rates and prices stated in his tender which shall cover all the Contractor's obligations under the Contract and shall be deemed to have obtained for himself all the necessary information as to risks, contingencies and any other circumstances which reasonably influence or affect the tender.
- 1.2 The Contractor shall visit all locations and satisfy himself as to the accuracy, nature and extent of the services to be provided.

2. PERFORMANCE OF SERVICE

- 2.1 During the Contract Period the Contractor shall perform the Services (and any modifications) in a manner consistent with the terms and conditions of Tender using reasonable care and skill and to the entire satisfaction of the Town Clerk.

3. AGENCY

- 3.1 The Contractor is not and shall in no circumstances hold himself out as being the agent of the Employer.
- 3.2 The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Employer or in any other way to bind the Employer to the performance, variation, release or discharge of any obligation.
- 3.3 The Contractor has not and shall in no circumstances hold himself out as having the power to make, vary, discharge or waive any Byelaw or Regulation of any kind.
- 3.4 The employees of the Contractor are not, shall not hold themselves out to be and shall not be held out by the Contractor as being, servants or agents of the Employer for any purpose whatsoever.

4. OBSERVANCE OF STATUTORY REQUIREMENTS

- 4.1 The Contract shall be in all respects governed and construed in accordance with the laws of England.
- 4.2 The Contractor shall comply with any law which prohibits discrimination in relation to employment on the grounds of colour, race, sex, ethnic or national origin, religion or disability.
- 4.3 The Contractor shall ascertain and conform in all respects with the provisions of any general or local Act of Parliament and the Regulations and Byelaws of any local or other statutory authority which may be applicable to the Contract.
- 4.4 The Employer is indemnified against all penalties and liability of every kind for breach of any such Act, Order, Regulations or Byelaw.

5. VARIATIONS

- 5.1 The Town Clerk and Named Officer shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do all or any of the following:
 - a) To omit or cease to provide any part of the Services during such times and for such period or periods as the Town Clerk and Named Officer may determine.
 - b) To provide such services additional to the Services in the Specification as the Town Clerk or Named Officer may reasonably require.
 - c) Permanently to vary the Services or the method of supplying the Service to be provided at any location.
 - d) Any variations to the contract specifications/scope of works will have a 3 month notice in writing detailing the change
 - e) Any financial impact from the variation will also run in conjunction with the 3 month notice.

6. GRATUITIES

6.1 The Contractor shall not whether by him or by any persons employed by him to perform the Service, solicit, or accept any gratuity or tip or any other form of money-taking or reward, collection or charge for any of the Services other than charges properly approved by the Employer in accordance with the provisions of the Contract.

7. LIABILITY OF EMPLOYER

7.1 The Employer shall not be liable for any loss damage or injury to the Contractor or its employees, agents or sub-contractors howsoever arising except by loss or damage directly arising from negligent acts or omissions by the Employer, its employees or agents. Damages arising from such negligent acts or omissions shall be limited to direct and unavoidable losses and the Contractor shall take all reasonable steps to mitigate such losses.

8. PAYMENTS DUE

8.1 The Employer shall be entitled to deduct from any Contractor's Account any sum not already deducted by the Contractor certified by the Town Clerk as being deductible by reason of omission by the Contractor or defective performance by the Contractor or any Variation in the Services.

8.2 The Employer shall add to any Contractor's Account any sum not already added by the Contractor, certified by the Town Clerk as being due to the Contractor in that period by reason of any additional works performed by the Contractor pursuant to an instruction or any Variation in the Services performed by the Contractor pursuant to an instruction under that Clause issued by the Town Clerk.

8.3 Within 30 days of the issue of the aforesaid certificate the Employer shall pay to the Contractor the amount certified therein.

9. CONTRACTOR'S EMPLOYEES

9.1 The Contractor shall employ sufficient persons to ensure that the Service is carried out in line with the contract and such persons are at all times properly and sufficiently qualified and competent to carry out the work.

9.2 The Contractor shall notify the Town Clerk of the name, address and telephone number of the person who will be in charge of the Contract.

9.3 The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Council in respect of any liability of the Employer in respect thereof.

9.4 The Contractor shall ensure that all persons employed in the performance of the Services including Supervisors shall at all times be properly attired and presentable in appropriate clothing. The clothing provided shall be adequate and sufficient to afford protection to the employee in the performance of his duties.

10. HEALTH AND SAFETY

10.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts, Regulations or Orders pertaining to the health and safety of employees

10.2 The Contractor's policies, codes or procedures as appropriate for ensuring health and safety for the Contractor's own employees, those of the employer and all other persons, including members of the public, shall have been submitted by the Contractor with the Tender, if not at a previous stage.

- 10.3 The Contractor shall review his health and safety policy, and safe working procedure as often as may be necessary and in the light of changing legislation or working practices and shall notify the Employer in writing of any such revisions.
- 10.4 Whilst on premises owned by the Employer the Contractor shall require his employees to comply with the lawful requirement of the Employer's safety advisers. Where the Contractor is working on premises to which the Health and Safety at Work Act applies the Contractor shall require his employees to have due regard to the safety advisers acting for the Employer.
- 10.5 Any accident or near miss that occurs which involves any member of the Contractor's staff while performing duties related to the Contract shall be reported to the Town Clerk.

11. EMERGENCY WORK

- 11.1 The Contractor will be required to maintain an acceptable communication and escalation process with the Town Clerk and Named Officer and provide an emergency call out system should immediate work be required to make the Council's assets safe.

Description of Local Authority

Name of Council	Westbury Town Council
Address of correspondence	Westbury Town Council The Laverton Bratton Road Westbury, Wiltshire BA13 3EN Tel: 01373 822232

General Description of Contract Area	Westbury Wiltshire
Population	19,000 approx.

Officer to whom Tenders are to be returned:

Mrs Deborah Urch MBIFM CiLCA
Town Clerk
Westbury Town Council
The Laverton
Bratton Road
Westbury, Wiltshire BA13 3EN

By 4.30pm 31st January 2025

All packages containing the tender must be clearly marked "Tender for Grounds Maintenance and Streetscene Contract" on the outside. This is required for fairness to ensure that all tenders are opened at the same time.

Tenders received after this date and time will not be considered.