ALLINGTON PARISH COUNCIL

GENERAL CONDITIONS AND PRELIMINARIES

* Name of Parties The Client will be the Allington Parish Council.
* The Supervising Officer will be the Parish Clerk, Allington Parish Council
* This is a fixed price contract. No extra payment or deduction will be made for variations in rates of wages or in the price of materials occurring after the acceptance of the tender except in so far as they may be affected by VAT
* Tender offers. No payment will be made for any costs which will be incurred by any company in the preparation of the schemes and the Council does not bind itself to accept the lowest or any tender offer. Notwithstanding the advertised timetable, the submitted offers shall remain open for acceptance by the Council for a period of two months from the final date of submission.
* Workmanship and materials. General directions of work and materials given in the specification are for the guidance of the company who shall be fully responsible for ensuring the suitability of the works for the use to which it will be put.
* Site inspection. The company is advised to visit and inspect the site at its own expense and be fully conversant with conditions under which the works are required to be executed and the nature of the works involved prior to tendering. No claims for variation, alterations or additional payment will at any time be considered or admitted due to the failure on the part of the Company in making an inspection.
* Watching and lighting The Company shall be solely responsible for lighting, signs, traffic control and all other safeguards to life and property as may be required in connection with the works.
* Plant, tools and vehicles The Company shall allow in the tender rates for all necessary tools, staging, supports, plant and vehicles required for the works and for fuel and maintenance during the period of the contract and removal on completion
* Protection of existing constructions Although it is unlikely to be an issue the Company shall be responsible for ensuring that all existing houses, roads, fences, house paths, drains, statutory authorities’ equipment and other constructions are adequately protected from damage during the course of the works and shall make good at no cost to the Council any damage which may occur during the progress of the works. The Company shall allow for all costs in liaison with Statutory Undertakers to establish, by hand dug trial holes if necessary, the location of their mains, services and equipment and for all necessary temporary protective measures.
* Safety, health and welfare of works people The Company shall ensure that all health, safety and welfare measures required under or by virtue of the provisions of any enactment or regulation or the working rules of any industry are strictly complied with.
* Removal of rubbish, debris and unwanted equipment/materials The Company shall remove all rubbish, debris and unwanted equipment/materials from the site as it accumulates and at completion and leave all work and the site in a fit and clean condition.
* Insurance The Company shall until the works are completed insure in an Insurance Office to be approved by the Council against:
	+ Liability for accidents at common law to workmen employed on the site of the works.
	+ Liability for Third Party risks including damage to persons and property to an amount of not less than £10 million for any one occurrence