



AD 979

Amesbury Town Council

The Bowman Centre, Shears Drive, Amesbury. Wiltshire, SP4 7XT
Telephone 01980 622999
Email: townclerk@amesburytowncouncil.gov.uk



AD 979

CLEANING CONTRACT SPECIFICATION

QUERIES CONTACT

Mrs. Wendy Bown
Town Clerk
townclerk@amesburytowncouncil.gov.uk
01980 622999

INSTRUCTIONS TO CONTRACTORS

1. Contractors should ensure that any explanatory or descriptive matter included with their Tender does not constitute a qualification to the requirements and Terms and Conditions as stated in the Expressions of Interest document
2. Contractors must submit offers for the whole of the works. Tenders submitted for separate sections only or Tenders, which are incomplete, will not be considered.
3. The Contractor's particular attention is drawn to the fact that the Tender price must include all costs associated with labour, including the cost of any incentives necessary to attract and retain sufficient labour on site to meet the requirements of the programme. The submission of a Tender shall be deemed to be an undertaking that the Tender price includes the above.
4. Contractors are required to keep Tenders valid for acceptance for a period of 60 days from the closing date for receipt of Tenders.
5. All Tenders should be sent to the Authorised Officer:

Mrs Wendy Bown, Town Clerk
Amesbury Town Council, The Bowman Centre, Shears Drive, Amesbury, SP4 7XT

so as to arrive no later than: - **Noon on Tuesday 7th January 2020**

6. Tenders must be accompanied by:
 - A Certificate that the Tenderer has not engaged in Collusive Tendering.
 - A Certificate that the Tenderer has not canvassed any Member or Officer of the Council.
7. Should there be any clarification required by the Contractors as to the meaning of any possible ambiguity or discrepancies in the Invitation to Tender and/or Tender documents, the Contractor must set forth his/her request in writing.
8. The Contractor must make arrangements with the Authorised Officer to visit the site to ascertain all relevant conditions and means of access and to thoroughly acquaint himself/herself with the extent and nature of the proposed works and shall be deemed to have done so prior to submitting the Tender. Failure to do so may render the Tender unacceptable.
9. The Contractor shall be deemed to have satisfied himself/herself before submitting his/her Tender as to the correctness and sufficiency of the rates and prices stated by him/her in the Bills of Quantity which shall (insofar as is otherwise provided in the Contract) cover all his/her obligations under the Contract.
10. No claim by the Contractor for additional payment shall be allowed on the grounds of any misunderstanding or misrepresentation due to lack of knowledge of the conditions, regulations or requirements for performing the Services.
11. All prices for materials and labour and any other charges whatsoever shall be quoted in pounds or decimal parts of a pound to two decimal places.

12. Site Plans accompany the Invitation to Tender documents for the assistance of Contractors and show the site and extent of the Contract works, where necessary to do so.
13. Contractors are advised that the Contract must be completed as soon as possible within a programme agreed with the Authorised Officer. For the avoidance of doubt, time is of the essence of this Contract

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CLEANING CONTRACT

FORM OF TENDER

To: Amesbury Town Council

I/We the undersigned hereby offer to execute and complete all works to be carried out in accordance with the attached Specification and in compliance with the attached Conditions of Contract for the TENDER SUM specified below, or such other sums as may be ascertained in accordance with the said:

Conditions of Agreement and the attached Invitation to Tender documents.

Grand Total = £..... (excluding VAT).

Unless and until a formal agreement is prepared and executed, the Tender, together with your written acceptance thereof, shall constitute a binding Agreement between us.

We understand you are not bound to accept any Tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

Signature:

Full Name of Company:

Name (in full):

Designation:

Address:

Telephone No:

Fax No:

Date:

NOTE:

THIS FORM OF TENDER DULY COMPLETED AND SIGNED BY THE AUTHORISED PERSON TOGETHER WITH THE OTHER INFORMATION SPECIFIED MUST BE RETURNED TO AMESBURY TOWN COUNCIL NO LATER THAN THE TIME AND DATE STATED IN THE INVITATION TO TENDER IN AN **UNMARKED** WHITE ENVELOPE/PARCEL.

ANTI-COLLUSION CERTIFICATE

In recognition of the principle that the essence of selective Tendering is that the 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 time specified for the return of the Tenders any of the following acts:-
 - i) communicate to a person other than the person calling for these Tenders 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):
 - ii) 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
 - iii) 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 unincorporated.
2. "Any agreement or arrangement" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

DATED this day of 2019.

SIGNED (as Tenderer)

duly authorised to sign
for and on behalf of

'If a supplier/Tenderer of any goods/services is to his/her knowledge related to any member of or the holder of any office under the Council, he/she and the person to whom he/she is related shall disclose the relationship in writing to the Town Clerk. A person who fails so to do shall be disqualified for such Contract and, if engaged, the Contract may be withdrawn without further notice. The Town Clerk shall report to the Council or to the appropriate Committee any such disclosure.

Canvassing of members or of any Committee, directly or indirectly, for any work/service under the Council shall disqualify the supplier/Tenderer. The Town Clerk shall make known the purport of this sub-paragraph to every supplier/Tenderer.

A member of the Council shall not solicit for any person any work under the Council or recommend any person for such work; but, nevertheless, a member may give a written testimonial of a supplier's ability, experience or character for submission to the Council.'

TENDER FOR THE CLEANING OF PREMISES BELONGING TO AMESBURY TOWN COUNCIL

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CONDITIONS OF CONTRACT

1. DEFINITIONS & INTERPRETATIONS

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

Authority	means	Amesbury Town Council.
Commencement Date	means	The date from which the Contractor will be required to commence to provide the services, as notified by the Authorised Officer or such other date as may be agreed.
Conditions	means	These conditions, any supplementary conditions and any modification thereof.
Contract	means	Any formal Contract document entered into between the Contractor and the Council and includes the documents incorporated therein and forming part thereof
Contractor	means the	Person, persons or company whose Tender is accepted by the Council and includes the Contractor's personal representative and successors.

Authorised Officer	means	Town Clerk for the time being of the Council or any person duly authorised by her in writing to act on her behalf.
Council	means	The Council of Amesbury Town or any successor Authority
Materials	means	Any goods.
Programmes	means the	Programme/s of work submitted by the Contractor in accordance with the requirements of the Tender documents.
Services	means the	Services to be undertaken by the Contractor as described in the Tender documents or any one of them.
Tender Documents	means the	Tender and accompanying documents relating thereto.
Invitation to Tender	means the	Expression of Interest Document and accompanying outline specification
Supplier	means	A person or organization that provides something needed such as a product or service.

2. HEALTH, SAFETY AND WELFARE

The Contractor in performing the services covered by the Contract, so as to ensure the Health, Safety and Welfare of the Contractor's staff, employees of the Council and all other persons including members of the public shall comply with: -

- (a) All duties and responsibilities placed upon him/her by the Health and Safety at Work Act 1974 and all subsidiary legislation especially with regard to the use of unqualified operatives, facilities for workers, and the protection of motorists and pedestrians. The Contractor must allow for this in his rates.
- (b) All other relevant Acts of Parliament, Statutory Instruments, regulations etc.
- (c) All revisions, modifications, and amendments to Acts of Parliament, Statutory Instruments, regulations etc.
- (d) All relevant Codes of Practice, British or EEC equivalent standards, EU Directives etc. and modifications, amendments and revisions thereto.

If in the opinion of the Authorised Officer the Contractor's method of working is such as to present a risk of serious personal injury to the employees of the Contractor, employees of the Council or any other person the Authorised Officer shall issue a notice that the unsafe method working practice is to be remedied within a period of time that she considers reasonable having regard to all the circumstances. If the Contractor fails to remedy the unsafe working practice within the time stated in the notice the Authorised Officer will have the power to suspend the performance of all or part of the Services until the time as she considers the Contractor will adopt safe working practices. Any such suspension will be entirely at the Contractor's own expense.

3. VARIATION OF CONTRACT

- (a) Without prejudice to any other of the conditions hereof no omission from, addition to or variation of the Contract shall be valid or of any effect unless it is issued in writing and signed by the Authorised Officer.
- (b) Save for an omission, addition or variation issued pursuant to paragraph (a) any provision inconsistent with the Conditions contained in any other document or in any oral agreement is to be void and of no effect.
- (c) If any variation to the Contract is issued and where the work has been previously quoted for in the Bill of Quantities, that rate shall then be used.

4. THE AUTHORISED OFFICER

The functions, rights and powers conferred by this Contract upon the Council shall be exercised by the Authorised Officer. The Contractor shall in no circumstances question the existence or extent of the Authority of any person authorised by the Authorised Officer to act on her behalf.

5. CONTRACT PERIOD

- (a) This initial Contract shall not be terminated by either party within the period of the contract save in accordance with these conditions. The Contractor shall be expected to undertake this Contract within a timescale agreed by the Contractor in writing with the commitment that he/she can meet the deadline as specified, unless otherwise agreed in writing by the Authorised Officer.

6. PERFORMANCE OF SERVICES

- (a) During the Contract period the Contractor shall perform the Services (and any modification thereof authorised under the Conditions) in a manner totally consistent with the Tender and the terms and conditions of the Contract and to the entire satisfaction of the Authorised Officer.
- (b) The Contractor shall at all times perform such Services in accordance with a written Programme of Work.

7. VALUE ADDED TAX

The Contractor shall be advised that he/she may issue a V.A.T. invoice for those works, which shall be paid within 28 days of the date of receipt of the invoice

8. ASSIGNMENT AND SUB-LETTING

The Contractor shall note:-

- a) Assign any part of the work or undertakings, or any part thereof or any benefit in or under the Contract without the written consent of the Authorised Officer, such consent not to be unreasonably withheld
- (b) The Authority shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Contractor.
- (c) The Contractor shall not sub-let the whole of the Contract or any part thereof except where such sub-letting may be customary to the trade concerned. Any sub-letting will be notified to the Authorised Officer within five (5) working days.
- (d) Where the Authority has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Contractor to the Authority within five (5) working days.
- (e) The Contractor acknowledges and agrees that by way of illustration only and without restricting or fettering the Authority's right to withhold its consent on reasonable grounds it shall be reasonable for the Authority to withhold its consent where the sub-contracting of any element of the provision of the Services would be contrary to law or contrary to public or government policy or contrary to public morality and decency or which is not in the national interest. If with the Authority's consent the Contractor sub-contracts the provision of any interest. If with the Authority's consent the Contractor sub-Contracts the provision of any element of the Service, every act or omission of the sub-Contractor shall for the purposes of the Contract be deemed to be the act or omission of the Contractor and the Contractor shall be liable to the Authority thereafter as if such act or omission had been committed or omitted by the Contractor himself/herself.
- (f) Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing the Agreement, it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of the valid invoice, as defined by the sub-contract requirements.

9 AGENCY

In carrying out the Services the Contractor shall be acting as Principal and not as the Agent of the Council.

Accordingly:

- (a) The Contractor shall not (and shall not procure that its employees, servants or agents do not) say or do anything that might lead any other person to believe that the Contractor is acting as the Agent of the Authority; and

- (b) Nothing in this Contract shall impose any liability on the Authority in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Authority to the Contractor that may arise by virtue of either a breach of the Contract or by negligence on the part of the Authority, the Authority's employees, servants or agents.
- (c) The Contractor has not and shall not hold himself/herself out as having the power to make, vary, discharge or waive any Byelaw or regulation of any kind.
- (d) The Contractor shall not hold himself/herself out as being authorised to enter into any Contract on behalf of the Council to the performance, variation, release or discharge of any obligation to a third party. The employees of the Contractor shall not hold themselves to be and shall not be held out by the Contractor as being servants or agents of the Council.

10. LIABILITY OF CONTRACTORS

- (a) The Contractor shall fully and promptly indemnify the Council against any liability to any person or property whatsoever arising out of or connected with the performance of the Services or any act or omission of any employee of the Contractor howsoever such liability may arise.
- (b) The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any land, building or chattel in the ownership, occupation or possession of the Council by any employee or agent of the Contractor (whether such damage is caused by negligence or in any other way whatsoever).
- (c) The Contractor shall fully and promptly indemnify the Council and all persons concerned in respect of any personal injury caused to any employee of the Council by any employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).
- (d) The Contractor shall be responsible at all times during the Contract period for the security of the boundaries to all residential and commercial property and public open space that abut the site and is affected by the nature of these works and in doing so shall therefore ensure that all boundaries remain intact through the use of appropriate temporary security fencing at any given time.

11. INSURANCE

- (a) The Contractor's attention is draw to the insurance details set out below:-

Minimum Amount of Public Liability Insurance	£5,000,000 for any one incident, (total unlimited)
Minimum Amount of Employers Liability Insurance	£10,000,000

- (b) The Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability;

- (i) to the Council and to any employee of the Council;
- (ii) to the employees of the Contractor;
- (iii) to any other persons

for the sum of at least £5 million for each occurrence. Total number of occurrences unlimited.

- (c) The Contractor shall prior to the commencement of the Contract, and at such other times as the Authorised Officer may require, supply the Authorised Officer with copies of all insurance policies, cover notes, premium receipt and other documents necessary to comply with sub clause (a) of this clause.
- (d) The Contractor will ensure that where he/she receives notification of any potential insurance claim, he/she shall deal with the matter directly and/or refer the matter to the Contractor's insurers within a period of 28 days from the receipt of notification of the potential claim and ensure that each claim is progressed and resolved with due diligence.

12. BRIBERY AND CORRUPTION

The Council shall be entitled to terminate the Contract forthwith and to recover from the Contractor the amount of any loss resulting from such termination, 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 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 him/her or acting on his/her 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 him/her or acting on his/her 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

13. GRATUITIES

The Contractor shall not, whether by himself/herself or by any person employed by him/her to perform the Services, solicit any gratuity or tip or any other form of moneymaking or reward, collection or charge for any of the Services other than bona fide charges approved by the Council.

14. LIABILITY OF COUNCIL

To the extent permitted by the Unfair Contracts Terms Act 1977 the Council shall not be liable for any loss or damage whether caused by the negligence of the Council, its servants or agent in any way whatsoever and the Council shall in no circumstances be liable to the Contractor for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential however caused. The Council in no way warrants the truth or accuracy of any representations which may have been made to the Contractor and the Contractor acknowledges that he/she did not rely upon any representation made by or on behalf of the Council when entering into this Contract.

15. UNSATISFACTORY EMPLOYEES

If, with reasonable justification, the Authority gives the Contractor notice that any person is not to become involved in or is to be removed from involvement with the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by the Authority the Contractor shall replace any such person removed under this condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

16. TERMINATION

- (a) If the Contractor
 - (i) shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract, or any other Contract with the Authority, or
 - (ii) for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other Contract with the Authority, or
 - (iii) if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor), or
 - (iv) if in relation to the Contract, or any other Contract with the Authority, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or
 - (v) shall have given any fee or reward to any officer of the Authority, which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration

the Authority shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

- (b) If the Contractor
 - (i) Commits a breach of any of his/her obligations under the Contract;
 - (ii) becomes bankrupt, or makes a composition or arrangement with his/her creditors, or has a proposal in respect of his/her company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;

- (iii) has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
- (iv) has a provisional liquidator, receiver, or manager of his business or undertaking duly appointed;
- (v) has an administrative receiver, as defined in the Insolvency Act 1986, appointed
- (vi) has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;
- (vi) is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the court to make a winding-up order

then in any such circumstances the Authority may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contractor's employment under the Contract by notice in writing having immediate effect.

- (b) If the Contractor's employment is terminated as provided in Condition 17(b), the Authority shall
 - (i) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
 - (ii) be entitled to repossess any of its materials, clothing, equipment, vehicles or other goods loaned or hired to the Contractor and to exercise a lien over any of the materials, clothing, equipment, vehicles or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Authority;
 - (iii) be entitled to employ and pay other persons to provide and complete provision of the works or any part thereof and to use all such Contractor's materials, clothing, equipment, vehicles or other goods for the purposes thereof;
 - (iv) be entitled to deduct from any sum or sums which would but for Condition 17(c)(i) have been due from the Authority to the Contractor under this Contract or any other Contract or be entitled to recover the same from the Contractor as a debt, any loss or damage to the Authority resulting from or arising out of the termination of the Contractor's employment. Such loss or damage shall include the reasonable cost to the Authority of the time spent by its officers in terminating the Contractor's employment and in making alternative arrangements for the provision of the works or any part thereof;

- (v) when the total costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment has been calculated and deducted so far as practicable from any sums which would but for Condition 17(c)(i) have been due to the Contractor, any balance shown as due to the Authority shall be recoverable as a debt, or alternatively, the Authority shall pay to the Contractor any balance shown as due to the Contractor.
- (d) The rights of the Authority under Condition 17 are in addition to and without prejudice to any other rights the Authority may have whether against the Contractor directly or pursuant to any guarantee, indemnity or bond.