



**SOUTH WOODHAM FERRERS
TOWN COUNCIL**

South Woodham Ferrers Town Council

Contract agreement and Conditions of contract

Published: 31st October 2023

Contract agreement

Now it is hereby agreed as follows:

Article 1 –Agreement

For the consideration hereinafter mentioned the contractor will in accordance with contract documents carry out and complete the works.

Article 2 –Payment

The authority will pay to the contract the sum of: £

(in words) _____

Exclusive of vat or such other sum as shall become payable hereunder at the times and in the manner specified in the contract documents.

Article 3 –Definitions

The term 'Authority' in said conditions shall mean: The Town Council

The term 'The Clerk' in the said conditions shall mean: The Town Council's authorised representative.

The term 'Contractor' in said conditions shall mean: The authorised representative of
.....enter name of company

The term 'Sub-contractor' in said conditions shall mean: Any person not employed by the 'Contractor', contracted to perform work on behalf of the 'Contractor'.

Article 4 –Disputes or Differences

If any dispute or difference concerning this contract shall arise between the authority and the contractor such dispute or difference shall be referred to arbitration and final decision of a person to be agreed between the parties or, failing agreement, within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be appointed on the request of either party.

The provisions of the Arbitration Act 1996 shall apply to any arbitration under this Contract wherever the same, or any part of it, shall be conducted.

AS WITNESS the hands of the parties hereto.

Signed for and on behalf of the authority
(South Woodham Ferrers Town Council)

Con

Cllr _____ (For the authority)

Cllr _____ (For the authority)

In the presence of _____ (Witness's Signature)

_____ (Witness's Name)

_____ (Witness's Address)

Signed for and on behalf of the contractor
(**Enter name of contractor**) _____ (For the contractor)

In the presence of _____ (Witness's
Signature)

_____ (Witness's Name)

_____ (Witness's Address)

Date of contract signing _____

Conditions of contract

1.0 Intentions of the parties

1.1 Contractor's obligations

The contractor shall with due diligence and in a good and workman like manner carry out and complete the works in accordance with the contract documents using materials and workmanship of the quality and standards therein specified.

2.0 Commencement and completion

2.1 Commencement and completion

The works will be commenced in March/April 2024 and shall be completed by no later than one month after commencement.

2.2 Defects liability

Any defects which appear during the period of the contract and are due to materials or workmanship shall be made good by the contractor entirely at their own cost.

Any defects arising during the warranty period will be remedied by the contractor at their own expense.

3.0 Control or the works

3.1 Sub-contracting

The contractor shall not sub-contract the works or any part thereof without the written consent of the Clerk whose consent shall not unreasonably be withheld.

3.2 Contractor's representative

The contractor shall at all reasonable times keep a competent person in charge and any instructions given to them by the Clerk shall be deemed to have been issued to the contractor.

3.3 Exclusion from the works

The Clerk may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the works of any person employed thereon.

3.4 The Clerk's instructions

The Clerk may issue written or oral instructions which the contractor shall carry out forthwith.

If within 7 days after receipt of instruction from the Clerk requiring compliance the contractor does not comply therewith then the authority may employ and pay other persons to carry out the work and all costs incurred thereby may be deducted from any monies due or to become due to the contractor under the contract or shall be

recoverable from the contractor by the authority as a debt.

3.5 Variations

The Clerk may, without invalidating the contract, order an addition to or omission from or other change in the works. If any omission substantially varies the scope of the work such valuations shall take due account of the effect on any remaining items of work. Instead of the valuation referred to above, the price may be agreed between the Clerk and the contractor prior to the contractor carrying out any such instruction.

4.0 Payment

4.1 Correction of inconsistencies

Any inconsistency in or between the contract specification shall be corrected and any such correction which results in an addition, omission or other change shall be treated as a variation under clause 3.5 hereof. Nothing contained in the schedules shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these conditions.

4.2 Additional payments

No payment will be made for extra work not specified unless agreed by the Clerk.

4.3 Documents

No payment shall be made for the loss of expenses of the Contractor due to misunderstandings of the documents.

4.4 Fixed price

The contract price will be fixed for the Period of the Contract.

4.5 Payment frequency

As per regulation 113 of the Public Contract Regulations 2015, the authority will ensure that all undisputed invoices are paid within a 30-day period and ensure that all invoices are considered and verified in a timely manner.

4.6 Payment will be made upon completion of the installation and the remediation of all issues found during testing.

5.0 Statutory obligations

5.1 Statutory obligations, notices, fees and charges

The Contractor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bylaw applicable to the works

(hereinafter called 'the statutory requirements') and shall pay all fees and charges in respect of the works legally recoverable from them. If the contractor finds any divergence between the statutory requirements and the contract documents or between the statutory requirements and any instruction of the Clerk they shall immediately give to the Clerk, written notice specifying the divergence.

We require UK/EU employment, environmental and health & safety regulations to be adhered to for all aspects of work.

5.2 Value added tax

The contractor shall assess the Value Added Tax due and include on each invoice submitted for payment.

5.3 Minimum Wage Act 1998

The contractor shall in respect of all persons employed by them (whether in the execution of this contract or otherwise) in every factory, workshop or place occupied or used by them for the execution of this contract comply with the National Minimum Wage Act 1998 or any amendment thereof.

5.4 The Public Contract (PC) Regulations 2015

This contract is subject to the Public Contract Regulations.

(Link to PC Regulations – <http://www.legislation.gov.uk/ukxi/2015/102/contents/made>).

5.4.1 the Contractor shall include in any sub-contract entered into by him/her provisions requiring the sub-contractor to abide by sections 113 and 71(3), 71(4), 71(5) of the PC regulations.

5.4.1.1 the Contractor shall include in any sub-contract entered into by him/her provisions that shall entitle him/her to terminate the sub-contractor's employment where there are grounds for excluding the sub-contractor under regulation 57;

5.4.1.2 in the event the Authority requires the Contractor to terminate a sub-contractor's employment pursuant to regulation 71(9) the Contractor shall take the appropriate steps to terminate that employment and where required by the Authority under regulation 71(9) shall, or in circumstances where there is no such requirement may, appoint a replacement sub-contractor.

5.5 Health & Safety

5.5.1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Contract, the Parties will endeavor to establish and maintain a

culture and working environment in which health and safety is of paramount concern to everybody involved with the project.

5.5.2 In addition to the specific health and safety requirements of this Contract, the Contractor undertakes to:

- 5.5.2.1 comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive;
- 5.5.2.2 ensure that all personnel engaged by the Contractor and members of the Contractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
- 5.5.2.3 ensure that all such personnel always have access to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1999; and
- 5.5.2.4 ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.
- 5.5.2.5 Ensure an up-to-date copy of their health & safety policy and all relevant risk assessments and method statements (RAMS) are provided to the Clerk.

5.6 Transparency

The Authority is a Local Authority to whom the provisions of the Freedom of Information Act 2000 ('FOIA') or General Data Protection Regulation 2016 (GDPR) apply, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA/GDPR, the content of this Contract is not confidential. The Authority shall be responsible for determining in his/her absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA/GDPR. Notwithstanding any other term of this Contract:

- 5.6.1 the Contractor hereby consents to the Authority publishing the contract, contract specification and related documents in their entirety, including any changes agreed by both parties, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOIA/GDPR, said information will be redacted;

- 5.6.2 the Authority shall promptly inform the Contractor of any request for disclosure that he/she receives in relation to this Contract.

5.7 Corruption and regulation 73(1)(b) of the Public Contracts Regulations

The Authority shall be entitled by notice to the Contractor to terminate the Contractor's employment, under this or any other contract with the Authority if, in relation to this or any other such contract, the Contractor or any person employed by him/her or acting on his behalf shall have committed an offence under the Bribery Act 2010, or, where the Authority is a Local or Public Authority, shall have given any fee or reward the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972, or, where this Contract is one to which regulation 73(1) of the PC Regulations applies, the circumstances set out in regulation 73(1)(b) of the PC Regulations apply.

Prevention of Corruption

The Service Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of The Town Council any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with The Town Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. The attention of the Service Provider is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

Canvassing Councillors or the members of a committee or sub-committee, directly or indirectly, for appointment to or by the Council shall disqualify the candidate from such an appointment. The Proper Officer shall disclose the requirements of this standing order to every candidate.

A Councillor or member of a committee or sub-committee shall not solicit a person for appointment to or by the Council or recommend a person for such appointment or for promotion but nevertheless, any such person may give a written testimonial of a candidate's ability, experience or character for submission to the Council with an application for appointment.

This standing order shall apply to tenders as if the person making the tender were a candidate for an appointment.

The Service Provider warrants that it has not paid commission or has agreed to pay any commission to any employee or representative of The Town Council by the Service Provider or on the Service Provider's behalf.

6.0 Injury, damage and insurance

6.1 Contractor's liability – personal injury and death

The Contractor shall be liable for, and shall indemnify the Authority against any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due to Authority, any Authority's Person or any Statutory Undertaker.

Without prejudice to his/her liability to indemnify the authority, the contractor shall maintain and shall cause any subcontractor to maintain such insurances as are necessary to cover the liability of the contractor, or, as the case may be, of such contractor, in respect of personal injury or death arising out of or in the course of or caused by the carrying out of the works. Provided that nothing in this clause contained shall impose any liability on the subcontractor in respect of negligence or breach of duty on the part of the authority, the contractor, his/her other subcontractors or their respective servants or agents.

The contractor should ensure that employees have appropriate training for the following legislation:

- Provision and Use of Work Equipment Regulations 1998 for equipment.

6.2 Damage to property

The Contractor shall be liable for, and shall indemnify the Authority against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Contractor or any Contractor's Person.

6.3 Contractor's insurance of liability

Without limiting or affecting his/her indemnities to the Authority under clauses 5.1 and 5.2, the Contractor shall effect and maintain (and shall cause any subcontractor similarly to effect and maintain) insurance in respect of claims arising out of the liabilities referred to in those clauses which:

- 6.3.1 in respect of claims for personal injury to or the death of any employee of the Contractor arising out of and in the course of such person's employment, shall comply with all relevant legislation; and
- 6.3.2 for all other claims to which clause 5.3 applies, shall indemnify the Authority under the terms of this Contract and shall for any one occurrence or series of occurrences arising out of one event be in a sum not less than £10,000,000.00.

6.3 Evidence of insurance

The contractor shall produce within 7 days of a request, and shall cause any subcontractor to produce, such evidence as the authority may reasonably require that the insurances referred to in clauses 6.1 and 6.2 have been taken out and are in force.

7.0 Termination

7.1 Termination by authority

The authority may but not unreasonably or vexatiously, by notice by registered post or recorded delivery to the contractor, forthwith terminate the employment of the contractor under this contract if the contractor shall make default in any one or more of the following respects:

- If the contractor without reasonable cause fails to proceed diligently with the works or wholly suspends the carrying out of the works before completion;
- If the contractor becomes insolvent, as defined under the Insolvency Act 1986;
- If the contractor becomes bankrupt or makes any composition or arrangement with his/her creditors or has a winding up order made (except for the purposes of reconstruction) or a resolution for voluntary winding up passed or a receiver or manager of his/her business or undertaking is duly appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.

In the event of the authority terminating the employment of the contractor as aforesaid the contractor shall immediately give up possession of the site of the works, provided always that the right of termination shall be without prejudice to any other rights or remedies which the authority may possess.

7.2 Termination by contractor

The contractor may but not unreasonably or vexatiously, by notice by registered post or recorded delivery to the authority, forthwith terminate the employment of the contractor under this contract if the authority shall make default in any one or more of the following respects:

- 7.2.1 if the authority or any person for whom he is responsible interferes with or obstructs the carrying out of the works or fails to make the premises available for the contractor in accordance with clause 2.1 hereof;
- 7.2.2 if the authority suspends the carrying out of the works for a continuous period of at least one month;
- 7.2.3 If the authority becomes bankrupt or makes a composition or arrangement with his/her creditors or has a winding up order made or a resolution for voluntary winding up passed or a receiver or manager of his/her business is appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.

Provided that the employment of the contractor shall not be terminated under clauses 7.2.1., 7.2.2., or 7.2.3 hereof unless the authority has continued the default for seven days after receipt by registered post or recorded delivery of a notice from the contractor specifying such default.

In the event of the contractor terminating the employment of the contractor as aforesaid the authority shall pay to the contractor, after taking into account amounts previously paid, such sum as shall be fair and reasonable for the value of work begun and executed and materials on site. Provided always that the right of termination shall be without prejudice to any other rights or remedies which the contractor may possess.

8.0 Preliminaries

8.1 Tendering

The Contractor shall make due allowance in their tender for entering into a contract with the authority in accordance with Agreement and Conditions set out above.

8.2 Programming of works

The contractor shall agree a programme for the work, before work commences on site, with the Clerk.

8.3 Nature of site

The contractor is to visit the site before the tender is submitted and satisfy themselves as to the nature of the access, the extent and nature of the installation and the site and conditions under which the installation will be carried out, and any other matters which affect their tender, as no claim can be entertained which is based on conditions which could have been foreseen.

8.4 Interpretation of contract documents

The documents are intended to convey accurate description of the nature and standard of quality of the works to be performed by the Contractor. Should the contractor be in any doubt regarding the true meaning and intent of any clause in the conditions of contract, specification, functional requirement or details shown on the picture he is entitled to have these fully resolved in writing before submitting his/her tender, as no extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with his/her invitation.

8.5 Damage to building etc.

Any repairs or costs of repairs caused by damage to ceilings, walls, floors, etc. caused during the contract shall be made good to the satisfaction of the Parish Council at the contractor's expense.

8.6 Keeping the works tidy

All rubbish and litter arising from the installation shall be removed as it accumulates and disposed of by the contractor.

8.7 Unforeseen works

Works arising as a result of vandalism or other malicious damage will be considered by the authority and a price negotiated as additional items.

9.0 Quality Questionnaire

All tenderers must submit the following information as part of their tender submission

9.1 Organisation and Management

- Works scheduling/programming arrangements.
- Communication links between supervisors and work force and with Service Provider and Town Council.
- Complaints procedure.
- Procedures for dealing with risks and accidents and compliance with Health and Safety at work regulations.

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Company policy with regard to:

- Environmental and waste management policies
- Equality and Diversity policy
- Ethical Trading Standards (incl Modern Slavery)
- Wearing of uniforms.
- Public awareness.
- Items found whilst performing services.
- Conduct of staff.

9.2 Mobilisation and Action -

Ability of a Service Provider to ensure that there is a seamless provision of the service when at the commencement of the contract.

- Resourcing the contract, i.e. recruitment arrangements prior to contract start date.
- Understanding of Council's standing orders and codes of practice.
- Communication systems.
- Administration and central support proposals.
- Submission of a detailed operational programme.

10.0 CONTRACT VARIATION FORM

Please detail below all matters (Technical, Commercial or Contractual) where you are unable to comply with the requirements laid down in the Invitation to Tender documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance.

TENDERER:

PAGE _____ OF _____

Section of Tender Document	Area of Non-Compliance	Extent of Non-Compliance/Alternative Proposal

Signed	
Print Name	
Dated	
Job Title	
Company Name	

11.0 Certificate that the Tender is Bona Fide

In recognition of the principle that the essence of selective tendering is that South Woodham Ferrers 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 hour specified for the return of the Tender any of the following acts:

(a) Communicate to any other person other than the persons calling for these tenders the amounts or approximate amount of the proposed Tender (except where disclosure, in confidence, of the approximate amount of the Tender is essential to obtain insurance premium quotations required for the preparation of the Tender);

(b) Enter into any agreement with any person that we shall refrain from tendering or as to the amount of any tender to be submitted; and

(c) Offer or pay or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done 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 "persons" includes any person or body or association or partnership 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.

Signed _____ (as in Form of Tender)

Name _____

Date _____

Company _____

Position _____

Champions Manor Hall installation of Solar Panels

Priced Schedule

Please provide a breakdown of the price provided on the following sections, covered under the Contract Specification:

Works Item	Total Cost
Supply & Install Solar panels to front, middle & back roof	£
System hardware & Components	£
Supply Electrical labour	£
Supply Roofing labour & Scaffolding	£
Project delivery – project management, supervision & admin	£
DNO & G99 application fees(if applicable)	£
Any other costs (breakdown requested)	£
	£
Total	£

As specified in the Conditions of Contract, Contract Specification and General Consideration.

Name of Tenderer:
.....

Company Name:
.....

Address:
.....

.....
.....
.....

Tel:

Email:

Website:

NOTICE TO TENDERERS

Documents supplied for the tender:

- | | |
|-------------------------------|--|
| External Pictures of the Roof | Specification |
| General Considerations | Tender Form |
| Contract Conditions | Contract Variation Form |
| Priced Schedule | Certificate that the Tender is Bona Fide |

Tenders must be submitted on the forms supplied, Price Schedule, Contract Verification Form, Tender Form and Certificate that the tender is Bona Fide, which are not to be altered in any way whatsoever. Tenders containing alterations or additions or subject to qualifications will not be considered. Along with a document containing any other details requested within the Conditions of Contract and General Considerations for Works document.

All entries will be written in ink or typed and the documents must be physically signed in the places provided for that purpose.

The Council does not bind itself to accept the lowest or any tender. No expense incurred by any person submitting a tender will be paid for.

Tenders shall be deemed to have been submitted in the full knowledge of all the requirements and conditions contained or referred to in the tender Conditions of Contract, Contract Specification and General Considerations and the Contractor shall be deemed to have included in their tender for all costs in compliance therewith.

Notwithstanding any information made available to him, the Contractor shall be deemed to have carried out due diligence in the preparation and pricing of their tender, included but not limited to (have visited and be aware of the general features of the site with particular reference to its location, means of access and current electrical installation) and to have taken these and all other such relevant matters into account.

The tender with all relevant paperwork as already set out is to be returned in a sealed envelope for the attention of The Clerk, labelled 'Solar Panel Tender', which must not bear any mark as to the identification of the sender, to the Clerk, Mrs Karen Atkins at:

South Woodham Ferrers Town Council
Champions Manor Hall
94-104 Hullbridge Road
South Woodham Ferrers
Chelmsford
Essex CM3 5LJ

The tender must either be sent by First Class recorded post or delivered by hand and received by **Monday, 18 December 2023**.

FORM OF TENDER

To:

The Town Clerk
South Woodham Ferrers Town Council
Champions Manor Hall
94-104 Hullbridge Road

South Woodham Ferrers
Chelmsford
Essex CM3 5LJ

Having examined the Conditions of Contract, Contract Specification and General Consideration for Works for the above mentioned works, we offer to supply and install all Works in conformity with the said Conditions of Contract, Contract Specification, General Consideration and Priced Schedule for the sum of: -

.....

[Excluding VAT]

(in words) _____

Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
We understand that you are not bound to accept the lowest or any Tender you may receive.

Signature **Date**

Print Name..... **Job Title**