



EXMOOR
NATIONAL PARK

**TENDER FOR THE CONTRACT FOR THE CLEANING OF PUBLIC
TOILETS**

TENDER CLOSING DATE: MIDDAY FRIDAY 12 October 2018

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**Exmoor National Park Authority
Exmoor House, Dulverton, Somerset, TA22 9HL**

Telephone: 01398 323665

Contact email: mharley@exmoor-nationalpark.gov.uk

SECTION 1 HOW TO TENDER

1.0 General

- 1.1 The Exmoor National Park covers an area of about 267 square miles, 79% of which lies in West Somerset and 29% in North Devon
- 1.2 The Exmoor National Park Authority has a duty under section 61 of the Environment Act 1995 to: i) conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park; ii) to promote opportunities for the understanding and enjoyment of the special qualities of the National Park by the public.

2.0 Service Required

- 2.1 The Authority wishes to award a contract for the cleaning of its public toilets at Ashcombe, Blackmoor Gate, Brendon, County Gate, Haddon Hill, Porlock Weir, Tarr Steps, Valley of Rocks and Winsford. A simple plan showing the locations of each appears is appended to this document. For more precise locations please go to <http://www.exmoor-nationalpark.gov.uk/about-us/open-data/land-and-assets>, click on the 'Map of Assets' link and choose 'Toilet (Point)' from the menu bar.
- 2.2 The contract will run between 1 November 2018 and 31 October 2021.
- 2.3 Tenders are being sought on the following pricing structure:

Tenderers are required to price their bids on the basis of a lump sum contract price for the provision of the routine cleaning part of the Service which is referred to in the Specification and by the completion of the Bill of Quantities. The Tenderer shall prepare the Tender Total on the basis that it shall represent the cost of providing the Service for the period stipulated above, with the Contract Period being three years, in total.

3.0 Evaluation

- 3.1 Tenders will be evaluated and scored using a price:quality ratio of 80% price, 20% quality.
- 3.2 A bidder must achieve a quality score of at least 10% (out of the total of 20%) to be considered for the award of this contract.
- 3.3 The lowest price will score 100 marks. The other offers will then receive scores expressed as an inverse proportion of the lowest price. The formula used will be:
(Lowest price/Bidder's price) x 100 = Bidder's price score.

Price scores will then be multiplied by the price weighting (80%) to give a final price score.

The final price score will be combined with the final quality score to give an overall tender score. Each Bidder's overall quality and price score will be compared with the other Bidders' overall quality and price scores to identify the successful tender

- 3.4 The Authority does not bind itself to accept any tender but every effort will be made to reach a decision on the award of contracts before. Notification to tenderers of the outcome of the tender exercise will be followed by a voluntary standstill period of 5 days prior to a formal contract being signed, in order to meet legal requirements regarding potential challenges to the award of public sector contracts.

4.0 Best Value

4.1 Under the provisions of the Local Government Act 1999, the Authority must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. The successful tenderer will be required to provide the service in accordance with this principle and be expected to demonstrate how this is being achieved. Attention is also drawn to the Contract Conditions regarding Best Value.

5.0 TUPE

5.1 The Authority's current view is that the Transfer of Undertaking (Protection of Employment) Regulations ('TUPE') are unlikely to apply at the commencement of this contract.

5.2 Tenderers should note that the Authority does not offer any indemnity to any person against any costs that may be incurred should the provisions of TUPE apply. Further detail of the Authority's requirements can be found in Section 4 of this Invitation to Tender, Clause 19.

6.0 Freedom of Information and Confidentiality

6.1 Tenderers should be aware that information relating to the Service (whether held by the Authority or the Contractor) will be subject to the provisions of the Freedom of Information Act. The Act requires the Authority to provide copies of any non-exempt information to any third party who makes a request for it. The Authority cannot therefore guarantee that the information supplied by tenderers will remain confidential. Any information which is supplied by tenderers which is commercially sensitive **and would genuinely fit within the exemptions set out in the Act** should be marked as confidential information of this type (see Contract Condition 8.7.5), and will not be disclosed to third parties without the consent of the tenderer.

6.2 Whilst information held by the Authority is subject to the above, the Contractor will be required to keep confidential all information supplied to it by the Authority. All employees of the Contractor who are involved in the provision of the Services may be required to sign a confidentiality agreement in a form to be agreed by the Authority. The contractor will also be required to ensure that the terms of any sub-contract reflect this requirement.

7.0 Canvassing etc

7.1 Any tenderer who canvasses any member or officer of the Authority, whether directly or indirectly, relating to the award of this contract will be disqualified.

7.2 If the tenderer:

- (a) fixes or adjusts the amount of the tender by arrangement with any other person; or
- (b) communicates to any person other than the Authority the amount of the tender (unless the disclosure is made for legitimate purposes, for example in connection with obtaining insurance); or
- (c) agrees with any other person that s/he will not submit a tender or as to the amount of any tender to be submitted; or

- (d) offers or pays any sum of money to any person to induce such a person to accept the tender

then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

8.0 How to Complete the Tender

8.1 The tender must be calculated with careful reference to the contents of this Invitation to Tender, including the Specification and Contract Conditions.

8.2 Tenderers must submit with their tender:

- (i) a certificate signed by their insurance company or agents to the effect that the tenderer carries the insurance required under the contract conditions
- (ii) details of three referees, two trade and one financial. The Authority will contact all referees as part of the tender evaluation process. The Authority may also refer to references obtained at the suitability assessment stage, and tenderers may re-submit these at tender stage if they so wish, so long as a total of two trade and one financial reference are provided as part of their tender submission.
- (iii) If a tenderer is an agent, details of its principal.

9. Compliance with Tender Documents

9.1 Subject to 9.2 below, tenders made must be in accordance with all the contract documentation and no changes should be made. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.

9.2 If a tenderer wishes to make an alternative tender (i.e. a tender which is not fully compliant with the Authority's requirements) it may do so if (and only if) a fully compliant tender is also submitted. Tenderers also should note that tenders are being sought on the basis of the Contract Conditions included in this Invitation to Tender. The Authority will not consider a tender which does not comply with its requirement by, for example, being made on the basis of the tenderers own 'standard conditions' except where these are expressly included as part of an alternative tender.

10.0 Enquiries

10.1 Any enquiries relating to the contract documents should be addressed to Matt Harley, 01398 322274, (mharley@exmoor-nationalpark.gov.uk), Exmoor House, Dulverton, Somerset, TA22 9HL.

10.2 Tenderers are strongly advised to make themselves familiar with the locations included in this Contract before submitting their tenders. Details including a location map, addresses and site plans are provided in the attached appendices. A map detailing each location is provided. It will be assumed that on submission of the tender, the Tenderer is aware of the local conditions of each of the locations and no allowance shall be made in respect of any matter which would have been apparent if inspections and enquiries had been made.

11.0 How and Where to Return a Tender

11.1 Tenderers must complete and sign the form of tender: where a tenderer is an individual, the tender must be signed by that individual; where the tenderer is a partnership the tender must be signed by two authorised partners and where a tenderer is a company, two directors or a director and secretary should sign. All signatories must be authorised to sign on the tenderer's behalf.

- 11.2 Tenders should be submitted by email to tenders@exmoor-nationalpark.gov.uk on or before midday on Friday 12 October 2018

SECTION 2

THE TENDER

NB: You should only complete the tender after you have read and fully understood all the contract documents.

- Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgments in tendering.
- Bids are deemed to be inclusive of all overheads and are exclusive of VAT.
- Before you complete the tender please ensure that you understand clearly what the Authority's requirements are about the price base of the Contract and its duration.
- The quantities in the tender are indicative and not a commitment by the Authority actually to order such quantities

Remember that once the tender has been submitted you will not have the opportunity to alter its contents. Once the Authority has accepted the tender, the contract will be in force for the full contract period and you will not be able to withdraw from the arrangement without risking legal liability for breach of contract.

TO: Exmoor National Park Authority, Exmoor House, Dulverton, Somerset, TA22 9HL

1. We tender to provide the Service in accordance with the details set out in this tender.
2. We agree that this tender, together with the Authority's written acceptance, will constitute a contract between us.
3. We confirm that the prices set out in this tender exclude VAT.
4. We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender in accordance with any arrangement with any third party.
5. We certify that we have not done, and we agreed not to do at any time before the tender closing date, any of the following:
 - (a) informing anyone of the amount or approximate amount of the tender except where the confidential disclosure of the amount of the tender is necessary to obtain insurance quotations required in connection with the preparation of the tender;
 - (b) entering into any arrangement or agreement with any other person or firm that he/it should refrain from tendering or as to the amount of any tender to be submitted; or
 - (c) offering to pay any sum of money or gift to any person or firm for doing any of the acts in (a) or (b) above.

Signed

Position

Signed

Position

On behalf of

Address

.....

.....

Tel

E-mail

Fax

Contact Name Tel No

PRICE

Bill of Quantities

Contract: Cleaning of public toilets at Ashcombe, Blackmoor Gate, Brendon, County gate, Haddon Hill, Porlock weir, Tarr Steps, Valley of Rocks & Winsford,

Period: 1 November 2018 – 31 October 2021

TENDER FOR THE PROVISION OF CLEANING SERVICES

To Chief Executive Officer
Exmoor House
Dulverton
Somerset
TA22 9HL

Having examined the invitation to tender and its accompanying documents, and being fully satisfied as to my / our abilities and experience in all respects to satisfy the requirements of the Instructions to Applicants and the Contract including the Conditions of Contract and the Specification

I/We

hereby offer, subject to the instructions to Applicant and the Conditions of Tender, to provide the service for the contract period (3 years from 1 October 2018) subject to the terms of the contract for the price set out below.

COST BREAKDOWN	£
Cleaning Of Toilets	
Management, Admin and Overheads	
TOTAL CONTRACT PRICE FOR 3 YEARS	

BREAKDOWN BILL OF QUANTITIES – TOILET CLEANING

Please insert the total cost tendered in each case i.e. the cost of cleaning plus management, admin and overheads

Location	No of Weekly hours	Annual No of Weeks	Annual Total Number of Hours	Rate per Hour	Annual Total	Contract total (x 3 years)
Ashcombe						
Blackmoor Gate						
Brendon						
County Gate						
Haddon Hill						
Porlock Weir						
Tarr Steps						
Valley of Rocks						
Winsford						
Total						

CLEANING

QUALITY ISSUES Weighting 20%

Approach to cleaning service

Question 1 is worth 15%

Q1. Please provide details on your approach to providing the cleaning service.

Question 2 is worth 5%

Q2. Please provide details of your environmental policy and detail the measures you would take to minimise the travel mileage attributable to the contract

(Please continue on additional pages if necessary, ensuring that you include them with your tender).

References and other documentation

Please remember to provide the documentation requested at paragraph 8.2 above and include this with your tender

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CONTRACT CONDITIONS
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1.0 Definitions and Interpretation

1.1 The following terms have the following meanings in the Contract: -

Authorised Officer	the Authorised Officer referred to in Clause 3
Contract	the Agreement for the Service made between the Authority and the Contractor
Contract Charges	the charges payable by the Authority to the Contractor for the Service
Contract Documents	the Tender submitted by the Contractor as accepted by the Authority; the Specification, and these Contract Conditions.
Contract Manager	the Contract Manager referred to in Clause 6
Contract Period	the period of three years from 1 November 2018
Contract Standards	<ul style="list-style-type: none">i the standards in the Contract; andii with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service; andiii generally to the Authority's satisfaction
Location	The Authority's public toilets at: Ashcombe, Blackmoor Gate, Brendon, County Gate, Haddon Hill, Porlock Weir, Tarr Steps, Valley of Rocks and Winsford, the locations of which are marked on the attached plan
Service	the Service to be provided under the Contract, as described in the Specification
Specification	the Specification forming part of the Contract
Tender	the Contractor's Tender for the Service

1.2 The Contract shall be governed by English Law.

1.3 References to: -

- (a) any Act, Order, Regulation, Statutory Instrument, etc, include any amendment or re-enactment.
- (b) one gender include any other gender
- (c) persons include corporations
- (d) singular includes the plural

- (e) clauses are to clauses in the Conditions
 - (f) the Contractor's staff include the Contractor's partners, directors, employees, agents and sub-contractors.
- 1.4 The Contract represents the entire agreement between the Authority and the Contractor and supersedes all other undertakings, statements and agreements relating to the Service.

2.0 **The Contract - General**

- 2.1 The Contractor shall be deemed to have ensured the accuracy of the rates and prices in the Tender which shall cover all the Contractor's obligations under the Contract.
- 2.2 The Contract Documents are mutually explanatory of one another, but if there is any inconsistency between these Conditions and any provision in any other Contract Document, these Conditions shall prevail.
- 2.3 No deletion from, addition to, or variation of the Contract Documents shall be valid unless agreed in writing and signed by Authority and the Contractor.

3.0 **Authorised Officer**

- 3.1 The Authorised Officer is the person nominated from time to time by the Authority to act on its behalf for the purposes of the Contract and may:
- (a) Issue instructions to the Contractor on any matter relating to the contract; and
 - (b) Appoint representatives to act upon his behalf and shall notify the Contractor of such appointment(s).

4.0 **The Contractor's Obligations**

- 4.1 The Contractor shall provide the Service in accordance with the Contract for the Contract Period to the Contract Standards. The Contractor is to provide monitoring and supervision of the work quality.
- 4.2 The Contractor shall inform the Authorised Officer immediately if it is unable to provide the Service or if the Contractor is aware of anything which may prevent the Contractor from complying with the Contract.
- 4.3 To enable the Authorised Officer to monitor the provision of the Service the Contractor must provide:
- a monthly monitoring sheet with dates and times of when each premises has been cleaned. The format of this monitoring sheet is to be agreed by the Authorised officer. The monitoring sheet is to be attached to each monthly invoice
 - inspections by either the contracts manager or quality control manager, on at least a minimum of three properties every month on a rolling programme to be decided by the Authorised officer. These monthly inspections will be with the Authorised officer if requested. Copies of the quality inspections must be provided with each monthly invoice.

- attend regular progress meetings with the Authorised officer at least a minimum of every 6 months or monthly if required by the Authorised officer.

4.4 Without prejudice to the Authority's other powers under the Contract, if the Contractor fails to provide the Service in accordance with this Clause 4, the Authority may provide the Service itself or may pay another person to provide part or all of the Service and the costs incurred may be deducted from the Contract Charges or shall be recoverable as a debt.

4.5 If requested by the Authorised Officer the Contractor shall provide a copy of its audited accounts within six months of the relevant accounting reference date subsequent to those provided in accordance with the Tender.

5.0 Contractor's Staff

5.1 The Contractor shall employ sufficient staff to ensure that the Service is provided to the Contract Standards.

5.2 The Contractor's staff shall be adequately qualified, competent and suitable in all other respects to provide the Service.

5.3 (a) The Authorised Officer may (but only on reasonable grounds) require the Contractor in writing to remove from the provision of the Service any member of the Contractor's staff. The Contractor shall immediately remove such staff from the provision of the Service and provide a replacement.

(b) The Authority shall not be liable either to the Contractor or to the staff in question in respect of any cost, expenses, liability, loss or damage occasioned by such removal and the Contractor shall indemnify the Authority in respect of any claim made.

6.0 Control and Supervision of Contractors' Employees

6.1 The Contractor shall appoint a Contract Manager approved by the Authority. Any notice, instruction or other information given to the Contract Manager shall be deemed to have been given to the Contractor.

6.2 The Contractor shall, prior to commencement of the Service, notify the Authorised Officer in writing of the name, address and contact numbers of the Contract Manager and any deputy, and shall subsequently notify the Authorised Officer of any changes. The Contractor will also prior to commencement notify the Authorised Officer in writing of the name, address and contact numbers of the member of the Contractor's management staff nominated as co-ordinator of the implementation of the Contractor's Health and Safety at Work policy

6.3 The Contractor shall provide, and shall ensure that its staff wear at all times when engaged in the provision of the Service on Authority premises, such identification as the Authority may require.

6.4 The Contractor shall ensure that the Contract Manager, or a competent deputy duly authorised by the Contractor to act on his behalf, is available to the Authorised Officer (in person or by telephone or such other communication medium, as may be approved by the Authority) at all times during the Contract period

6.5 The Contractor shall verbally inform the Authorised Officer promptly of any instances of activity or omission on the part of the Authority which prevents or hinders, or is likely to prevent or hinder, the Contractor from providing the Service and shall confirm

this information in writing. The provision of information under this Condition shall not release or excuse the Contractor from any of his obligations under the Contract

- 6.7 The Contractor shall ensure his employees perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them
- 6.8 The Contractor shall ensure that, when requested to do so, or when communicating with other persons as a representative of the Contractor in the provision of the Service, any employee, representative, or agent of the Contractor shall disclose his identity and shall not attempt to avoid so doing
- 6.9 The Contractor shall require his employees at all times while engaged in provision of the Service to be properly and appropriately dressed. Such uniforms or workwear shall be provided, maintained and replaced as necessary by the Contractor.

7.0 Variations

- 7.1 Without prejudice to the other relevant provisions of the Contract the Authority may at any time during the Contract Period request a variation in the Service (in this clause 'a **variation**'). Such request may be by reason of the impact of new legislation, or changes in operational requirements.
- 7.2 The Authority may request the variation by serving a notice (in this clause 'a **variation notice**') on the Contractor identifying the proposed variation and all relevant details of it including, but without limitation, its effect, timing and proposed cost.
- 7.3 The Contractor shall reply to the variation notice within 28 days.
- 7.4 If the Contractor accepts the variation notice then:
 - (a) The variation shall be effected at such time as may be agreed.
 - (b) Any costs associated with the variation shall be agreed between the parties or, in the absence of agreement, may be referred to dispute resolution under clause 20.
 - (c) Notwithstanding that the cost of the variation shall not have been agreed, the variation shall be implemented by the Contractor.
- 7.5 If either:
 - (a) Any matter in the previous sub-clause is not agreed within 28 days of it first having arisen; or
 - (b) The Contractor refuses to accept the proposal in the variation noticethen either party may refer the matter to dispute resolution under clause 21.

8.0 Health and Safety, Data Protection and Other Statutory Requirements

Health and Safety

- 8.1 The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 so far as they apply to the provision of the Service and throughout the

Contract Period the Contractor shall have in place a health and safety policy which complies with all statutory requirements and shall provide a copy to the Authority on request. The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract where that incident causes any personal injury or damage to property which could give rise to personal injury.

Data Protection

8.2 The Contractor shall comply with the Data Protection principles contained within the General Data Protection Regulations 2018 and shall observe any other obligation under the Data Protection Act 2018 which arises in connection with this Contract.

Human Rights Act and Other Legislation

8.3 The Contractor shall comply with all other relevant statutory and other provisions relating to the Service including (but without limitation) the Human Rights Act 1998. For the avoidance of doubt, it should be noted that as the Service comprises a function of a public nature the Contractor constitutes a public authority within the meaning of Section 6(3) of the Act.

New Legislation

8.4 Without prejudice to Clauses 8.1 – 8.3, where new legislation is enacted during the Contract Period which has the effect of changing the manner in which the Service or any part of it is to be provided the Contractor shall ensure that:

- (a) the Authorised Officer is informed of the nature and effect of such legislation and the changes necessitated by it in the Service;
- (b) the Service is provided in accordance with such legislation.

Rights of Third Parties

8.5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

Equal Opportunities

8.6.1 The Contractor and any Sub-contractor employed by the Contractor shall adopt a policy to comply with employers' statutory obligations under the Equality Act 2010, and accordingly, will not discriminate directly or indirectly against any person because of their possession of a protected characteristic as defined in the Act in relation to decisions to recruit, train, promote, discipline or dismiss employees.

8.6.2 The Contractor and any Sub-contractor employed by the Contractor shall observe as far as possible, guidance provided by the Equality and Human Rights Commission.

8.6.3 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-contractor employed by the Contractor during the contract period by any court or employment tribunal, or of an adverse finding in any formal investigation by the Equality and Human Rights Commission over the same period,

the Contractor shall inform the Authority of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

- 8.6.4 The Contractor shall, on request, provide the Authority with details of any steps taken under Clause 8.6.3 above.
- 8.6.5 The Contractor shall provide such information as the Authority may reasonably request for the purpose of assessing the Contractor's compliance with the above four conditions, including if requested examples of any instructions or other documents, recruitment advertisements or other literature, and details of monitoring of recruitment and employees.

Freedom of Information

- 8.7.1 "FOI" means the Freedom of Information Act 2000, "Exempt Information" means information falling into the exemptions set out in the FOI, "Confidential Information" means information to which the confidentiality or commercial interests exemptions within the FOI may apply and "Working Day" means Monday to Friday inclusive except bank holidays.
- 8.7.2 The Authority is bound by the provisions of the FOI and information relating to this Contract and to the Service may need to be disclosed to third parties in order for the Authority to meet its obligations under the FOI.
- 8.7.3 The Contractor will make all reasonable efforts to assist the Authority in meeting its obligations under the FOI. Subject to Clause 8.7.4 below if the Authority receives an access request under the FOI, the Contractor will upon request:
- (a) provide a copy of information requested in relation to the Service within a period of 5 Working Days;
 - (b) provide access to an authorised officer of the Authority, within a period of 5 Working Days, to inspect information held by the Contractor in relation to the Service.
- 8.7.4 Clause 8.7.3 (a) and (b) above do not apply if the information held by the Contractor is Exempt Information. Where the Contractor believes the information to be Exempt Information the Contractor must:
- (a) state in writing to the Authority the nature of the information and the relevant exemption;
 - (b) make all reasonable endeavors to ensure the accuracy of the reasons provided, and
 - (c) only claim that information is exempt from disclosure if it genuinely believes this to be the case.
- 8.7.5 Where it is necessary for the Contractor to provide Confidential Information to the Authority the Contractor must clearly mark it "CONFIDENTIAL AND NOT FOR PUBLICATION". The Authority will not disclose such information under the FOI without the consent of the Contractor. Should the Authority request consent from the Contractor to disclose Confidential Information, the Contractor should consider whether the information still constitutes Confidential Information. If the information is no longer Confidential Information then the Contractor shall not unreasonably withhold its consent.

- 8.7.6 The Contractor shall observe the Authority's Retention and Destruction Policy (details of which shall be provided by the Authority to the Contractor upon request) and shall not destroy information other than in accordance with this policy. Upon the termination of this Contract the parties shall agree which party has the control of the retained information. Should the Contractor retain control of the information, this clause shall remain in force beyond the termination of this Contract.
- 8.7.7 The Contractor shall make reasonable endeavours to maintain an adequate records management system which will enable it to access the information within the time limits prescribed.
- 8.7.8 The Contractor shall indemnify the Authority against all claims, demands, actions, costs, proceedings and liabilities that the Authority directly incur due to the Contractor's or any sub-contractors' breach of this clause or any part of it .

Confidentiality

- 8.8.1 The Contractor shall keep confidential all information obtained from the Authority or through its provision of the Service.
- 8.8.2 Subject to Clause 8.7, the Authority shall keep confidential all Confidential Information provided to it by the Contractor.
- 8.8.3 The provisions of Clauses 8.8.1 and 8.8.2 shall not apply to any information which:
- (a) is or becomes public knowledge (otherwise than by a breach of this clause);
 - (b) was in the possession of the party concerned without restriction as to its disclosure before receiving it from the other party; or
 - (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.
- 8.8.4 Nothing in this clause shall prevent the Authority or the Contractor from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by the Authority or by any regulatory body or Inspectorate established by law.
- 8.8.5 The Contractor shall ensure that all employees engaged in the provision of the Service or otherwise with access to information relating to the Service will abide by this confidentiality clause. All such employees will be required to sign a confidentiality agreement in a form to be agreed by the Authority.

9.0 **Agency**

- 9.1 The Contractor shall not represent itself as being: -
- (a) the servant or agent of the Authority (except as may be authorised under the Contract);
 - (b) authorised to enter into any contract or other obligation on the Authority's behalf except as may be authorised under the Contract

10.0 **Indemnity and Insurance**

- 10.1 The Contractor shall indemnify the Authority against all actions, claims, damages, costs and other expenses in relation to the injury to, or death of, any person, and loss of, or damage to, any property, real or personal which is attributable to the negligent act or default of the Contractor in connection with the Service.
- 10.2 The Contractor shall take out and maintain insurance against its liabilities under Clause 10.1 for the minimum sum of £5 million in respect of any one incident.
- 10.3 The Contractor must take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (which at the date of this Contract is £10 million).
- 10.4 The Contractor must have professional indemnity insurance in an amount of £2 million for each and every claim, act or occurrence or series of claims, acts or occurrences which is sufficient to cover its liabilities under this Contract.
- 10.5 The Contractor shall supply to the Authority on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with Clause 10.2 – 4 inclusive.

11.0 Use of Authority Premises

- 11.1 The Authority shall during the Contract period permit the Contractor to use (as the Authority's licensee) free of charge or at such charges as the Authority may reasonably require in connection with the provision of the Service the following facilities and services subject to sub-condition 11.6 below:-
 - a) any storage space specified by the Authority;
 - b) such supply of heating, lighting and water as may be provided by the Authority subject to compliance by the Contractor and his employees with the Authority's conservation of energy policy
- 11.2 The Contractor shall use the said facilities and services only in connection with the provision of the Service and shall ensure that the Contractor's employees use the said facilities and services only for such purpose
- 11.3 The permission given to use the said facilities and services shall cease immediately the Contract ceases to be in force or at such earlier time as may be specified by the Authority by notice in writing to the Contractor
- 11.4 The Contractor shall keep the storage space referred to in 11.1 clean, tidy and properly secured
- 11.5 The parties agree that there is no intention on the part of the Authority to create a tenancy of whatsoever nature in favour of the Contractor or his employees and that no such tenancy has or shall come into being, and that the Contractor does not have any right to exclusive occupation of all or any such storage spaces.
- 11.6 The Contractor shall store all items of equipment used to provide the Service in such accommodation as is referred to in Clause 11.1 or, where no such accommodation is available, in such part(s) of the Location as the Authorised Officer may direct

12.0 **Security**

- 12.1 The Contractor shall comply with the Authority's security procedures at Authority premises used or occupied by the Contractor in connection with the Service.
- 12.2 The Contractor shall use its best endeavours to ensure that access to any such premises is restricted to its staff and essential visitors.
- 12.3 The Contractor shall issue to its staff who have access to any relevant premises security passes in such form as the Authority may require.
- 12.4 The Contractor shall be responsible for the safekeeping of any keys, passes and other means of access provided by the Authority and shall only permit them to be given to the staff whose names and addresses have been supplied to the Authority and then only to the extent required for the purposes of providing the Service. The Contractor shall ensure that the Authorised Officer is informed immediately of the loss of any keys, passes and other means of access and shall pay the cost of replacement and/or any reasonable security measures implemented as a result of such loss.
- 12.5 The Contractor shall hold access keys to individual Locations when so required by the Authorised Officer or Location manager in circumstances where the Contractor's staff are required to unlock a Location before or after providing the Service as the case may be. In such circumstances the Contractor shall ensure that such Locations are properly secure both whilst the Service is being provided and after any part of the Service has been provided. The Contractor shall also take whatever steps are directed by the Authorised Officer or Location Manager relating to the switching on or off of security systems

13.0 **Payment**

- 13.1 The Authority will pay the Contract Charges by monthly payments in arrears and such payment shall be made by BACS wherever possible.
- 13.2 Invoices shall be in such a form as may be agreed between the Authority and the Contractor and the Authority will pay the invoices within 30 days of receipt of an undisputed invoice.
- 13.3 ENPA will consider and verify all invoices submitted by a contractor in a timely fashion and undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed.
- 13.4 Any sub contract awarded by the contractor includes the same provisions
- 13.5 Invoices shall be submitted to the Authority's Finance Department. The Authority reserves the right to vary its invoicing policy at any time and to require electronic invoices to be directly submitted by the contractor. Any expenses of the Contractor involved in the submission of electronic invoices shall be met by the Contractor.

14.0 **VAT**

- 14.1 The Authority shall be liable to pay to the Contractor such Value Added Tax as may be properly chargeable on the Contractor in respect of the supply of the Service to the Authority (except to the extent that any such Value Added Tax or related penalties are chargeable because of the breach by the Contractor of the relevant statutory provisions).

15.0 **Assignment and Sub-Contracting**

15.1 The Authority shall only assign the Contract when required by or in consequence of a statutory provision.

15.2 The Contractor shall not:

- (a) assign the Contract in whole or in part; or
- (b) sub-contract the provision of the Service in whole or in part

without the previous written consent of the Authorised Officer which shall not relieve the Contractor from any liability under the Contract. The Contractor shall be responsible for the acts, defaults or neglect of any sub-contractors, as if they were the acts, defaults or neglect of the Contractor.

16.0 **Legal Proceedings**

16.1 The Contractor shall notify the Authorised Officer of any accident, damage, claim or breach of any statutory provision relating to the Service as soon as reasonably possible after becoming aware of such matter.

16.2 If required by the Authorised Officer, the Contractor shall provide relevant information and assistance in connection with any legal inquiry, arbitration, court proceedings or internal disciplinary proceedings relating to the Service and if required shall give evidence in such inquiries or proceedings or hearings.

17.0 **Local Government Ombudsman**

17.1 The Contractor should note that if a complaint is made to the Authority by a third party relating to the Service the Local Government Ombudsman has the power to investigate such complaint and the Authority requires the Contractor fully to co-operate in such investigation. If the Authority is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Authority in respect of the costs arising from such maladministration or injustice.

18.0 **NOT USED**

19.0 **TUPE**

19.1 The Contractor shall comply and shall procure that each sub-contractor shall comply with their obligations under the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('**TUPE**').

19.2 The Contractor acknowledges that it has been provided with details of all employees transferring under this Contract ('**Employees**'). The Authority and the Contractor acknowledge that on the commencement of the Contract Period the Employees will cease to be employees of the previous contractor and will become employees of the Contractor as if the contracts of employment had been originally entered into with the Contractor.

19.3 During the last year of the Contract Period the Contractor will provide to the Authority upon request such information as the Authority considers are necessary to disclose to potential tenderers for the future letting of this Contract relating to TUPE or any equivalent provisions then in force. Such information relates to the Contractor's employees' terms and conditions of service, length of service, etc. The Contractor shall warrant that such information is complete and accurate as at the date it is provided to the Authority and shall be under an ongoing duty to keep such information up-to-date.

19.4 The Contractor shall indemnify and keep indemnified in full the Authority and any replacement contractor against all employment liabilities relating to:

(a) any person who is or has been employed or engaged by the Contractor or its sub-contractor in connection with the provision of any of the Services; or

(b) any trade union or staff association or employee representative,

arising from or connected with any failure by the Contractor and/or its sub-contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE or otherwise and, whether any such claim arises or has its origin before or after the the date on which the Services transfer from the Contractor or its sub-contractor to the Authority or any replacement contractor.

20.0 **Best Value**

20.1 In accordance with Part 1 of the Local Government Act 1999 the Authority may from time to time review the Service in pursuance of the Authority's wide commitment to continuing Service improvement, having regard to a combination of economy, efficiency and effectiveness and the Contractor shall: -

(a) Participate in and fully co-operate with such reviews; and

(b) Provide such assistance and information including, but without limitation, accounting and other record books, business plans, quality assurance, service records and service plans as may be reasonably required by the Authority in relation to the Service.

21.0 **Dispute Resolution**

21.1 Any dispute or difference (in this Clause '**the dispute**') which arises between the Authority and the Contractor as to the construction of this Agreement, as to their respective rights, duties and obligations or as to any other matter arising out of or connected with the Agreement shall be determined in accordance with the provisions of this Clause.

21.2 The Authority and the Contractor shall submit the dispute to a neutral adviser appointed by agreement between them to assist them in resolving the dispute. Either party may give written notice to the other describing the nature of the dispute, requiring it to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement within 14 days after such notice is given, or, if no such notice is given within 28 days after the dispute has arisen, either party may request the Centre for Dispute Resolution to appoint a neutral adviser acceptable to both parties.

- 21.3 The parties shall, with the assistance of the neutral adviser appointed in accordance with Clause 21.2 above, seek to resolve the dispute by using an alternative dispute resolution (in this clause 'ADR') procedure agreed between the parties or, in default of such agreement established by a mutual adviser.
- 21.4 If the parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the dispute, such agreement shall be recorded in writing and signed by the parties and, if applicable, the neutral adviser and it shall be binding upon both parties.
- 21.5 If:
- (a) The dispute has not been resolved to the satisfaction of the parties within 60 days after the appointment of the neutral adviser; or
 - (b) Either party fails or refuses to agree or participate in the ADR procedure; or
 - (c) In any event the dispute is not resolved within 90 days after it has arisen
- then the dispute shall be resolved under Clause 21.6 below.
- 21.6 Any dispute which is to be resolved under this Clause shall be resolved by the decision of an expert whose decision shall, save as to manifest error, be final and binding on the parties. The expert shall be appointed by agreement between the parties or, if within ten days after the dispute fails to be resolved, the parties have been unable to agree then on application of either of the parties to the President for the time being of the Chartered Institute of Arbitrators.
- 21.7 Any costs and fees incurred by the parties which are not met in accordance with an agreement reached through the ADR procedure or in accordance with a decision reached by the expert under Clause 21.6 above shall be borne by the parties by whom they were incurred.

22 Termination

- 22.1 If the Contractor:
- (a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Authority; or
 - (b) has committed an offence under the Bribery Act 2010; or
 - (c) has made any material misrepresentation in its Tender or any other document leading to the execution of this Contract; or
 - (d) the Contractor being an individual, any of the circumstances listed in Clause 21.2 apply to the Contractor; or
 - (e) the Contractor being a company, any of the circumstances listed in Clause 21.3 apply to the Contractor; or
 - (f) the Contractor being a partnership, any of the circumstances listed in Clause 21.4 apply to the Contractor; or
 - (g) is in persistent and/or material breach of contract (by failure to achieve the Contract Standards or otherwise);

the Authority may terminate the Contract immediately by notice in writing and may recover its losses resulting from such termination under Clause 21.5 below.

22.2 The circumstances referred to in Clause 21.1(d) are:

- (a) an application for an interim order is made pursuant to sections 252 – 253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
- (b) a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy; or
- (c) a receiver or similar officer is appointed over the whole or any part of the Contractor's assets or any person becomes entitled to appoint a receiver or similar officer over the whole or any part of his assets; or
- (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days; or
- (f) he dies, or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

22.3 The circumstances referred to in Clause 21.1(e) are:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders meeting is convened for the purpose of considering a resolution that it be wound up, or a resolution for its winding up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- (d) a receiver, administrative receiver, or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or

- (g) being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed at (a) to (g) above occurs under the law of any other jurisdiction.

22.4 The circumstances referred to in clause 21.1 (f) are:

- (a) a receiver or similar officer is appointed over the whole or any part of the Contractor’s assets or any person becomes entitled to appoint a receiver or similar officer over the whole or any part of the Contractor’s assets; or
- (b) the relevant regulatory body decides to intervene in the Contractor’s business; or
- (c) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (d) a receiver, administrative receiver, or similar officer is appointed over the whole or any part of its business or assets; or
- (e) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (f) a petition is presented to the competent court for its winding up or compulsory liquidation (which is not dismissed within 14 days of its service); or
- (g) the partnership determines to go into a creditors voluntary liquidation; or
- (h) Insolvency proceedings are commenced in respect of the partnership.

22.5 If the Contract is terminated under Clause 21.1, the Authority shall:

- (a) cease to be under any obligation to pay the Contract Charges until the costs of the termination have been calculated, and provided such calculation then shows an amount due to the Contractor;
- (b) be entitled to reoccupy any premises and any other resources licensed or leased to the Contractor in connection with the Contract;
- (c) be entitled to use an alternative contractor to provide the Service or to provide it itself;
- (d) be entitled, in respect of any costs directly resulting from the termination of the Contract, to deduct them from any amount which would have been due to the Contractor under this or any other contract with the Contractor, or to recover them from the Contractor as a debt. Such costs shall include the reasonable costs of the Authority in terminating the Contract and making alternative arrangements for the Service and any additional expenditure incurred by the Authority in relation to the provision of the Service throughout the remainder of the Contract Period (the Authority taking all reasonable steps to mitigate such additional expenditure);
- (e) when the total costs, resulting from the termination of the Contract have been calculated and after taking into account any deduction made by the Authority

from any sum which would (but for (a) above) have been due to the Contractor, be entitled to any balance due to the Authority which shall be recoverable as a debt, or alternatively the Authority, subject to Clause 22, shall pay to the Contractor any balance due.

22.6 The rights of the Authority under this Clause 21 are in addition to and without prejudice to any other rights or remedies the Authority may have whether against the Contractor directly or pursuant to any guarantee or indemnity. Subject to the foregoing provisions of this Clause 21, termination of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination.

22.7 Upon the expiry or termination of this Contract for any reason, the Contractor shall immediately return to the Authority all property (including intellectual property) and keys and identification passes belonging to the Authority and all confidential information and personal data which has come into the possession of or has been produced by the Contractor in connection with its provision of the Service; and the Contractor will co-operate with the Authority to ensure an orderly end to the provision of the Service or transition to the provision of the Service by the Authority or by another contractor (as the case may be).

23.0 Recovery of Sums Due to the Authority

23.1 If any amount is payable by the Contractor to the Authority it may be deducted from the Contract Charges or any amount payable under any other contract with the Authority.

24.0 Notices

24.1 Notices under the Contract must be in writing and may be served by either fax, personal delivery or recorded delivery to the addresses referred to in the Contract.

25.0 Waiver

25.1 Failure by the Authority to enforce the provisions of the Contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or the right of the Authority to enforce any provision in the Contract.

26.0 Equipment and Materials

26.1 The Contractor shall provide and maintain in a safe serviceable and clean condition all equipment necessary for the provision of the Service including equipment stored at any Location

26.2 The Contractor shall only use cleaning chemicals that comply with Health & Safety recommendations. A list of all chemicals to be used to be submitted to the Authorised Officer together with copies of the COSHH Assessments (where applicable)

26.3 The Contractor shall ensure that all cleaning chemicals are clearly labelled on their container

- 26.4 The Contractor shall make whatever arrangements are reasonably necessary for the reception of materials and equipment at any Location and the security thereof after delivery
- 26.5 The Contractor shall ensure that all vehicles over 2,000 kg (maximum gross weight) which are in his ownership or control or at his direction or invitation and are used to provide the Service or are incidental to the provision thereof shall be fitted with a reversing bleeper system and the Contractor shall instruct his suppliers to comply with this condition. Such reversing bleeper systems shall be sounded at all times when such vehicles are being reversed at any Location
- 26.6 The Contractor shall use his best endeavours to avoid the use of the chlorofluorocarbon based products for all purposes in connection with the provision of the Service
- 26.7 The Authorised Officer may at any time and from time to time analyse cleaning chemicals used in connection with the provision of the Service
- 26.8 If after such analysis the Contractor's cleaning chemicals are found not to comply with any previously approved chemicals the Authorised Officer may instruct the Contractor to:
- a) discontinue the use of any such cleaning chemical and
 - b) remove from any Location the said cleaning chemical and
 - c) replace the said chemical with such other product as the Authorised Officer may direct
- 26.9 The Contractor shall when so directed by the Authorised Officer provide written details of the name and address of the owner of any item of equipment used in the provision of the Service where such equipment is not owned by the Contractor
- 26.10 The Contractor shall afford immediate access to and use of his materials and equipment to the Authority to enable emergency cleaning to be effected where necessary.
- 26.11 The Contractor shall supply the following materials in sufficient quantities to satisfactorily to provide the Service:
- a) toilet tissue (Jumbo)
 - b) toilet soap where dispensers are available (Deb cartridge)
 - c) paper hand towels where required
 - d) refuse sacks

The Contractor shall only use the materials listed above in connection with the provision of the Service or reasonably incidental thereto. The contractor shall remove all empty boxes/packaging from site.

- 26.12 The Contractor shall exercise such stock control methods regarding the materials referred to in the previous sub-clause as may be required by the Authority

27.0 NOT USED

28.0 Default

- 28.1 If the Contractor fails to carry out its obligations under this Contract (**'a default'**) then the Authority may serve a notice setting out the nature of the default and, if it can be put right, the action required to put it right and the timescale within which it is to be put right. Any such timescale must be reasonable in all the circumstances (**'default notice'**).
- 28.2 The service of a default notice is without prejudice to any other right or remedy which may be available to the Authority either under this Contract or at law.
- 28.3 If the Authority serves a default notice which relates to a default which can be put right then on receiving such a default notice the Contractor will take the action specified in the notice within the timescale set out at its own cost.
- 28.4 If there is any disagreement as to whether a default has occurred and/or about the action required to be taken and/or the timescale within which the action is to be taken then either party can refer the matter for resolution in accordance with Clause 21.
- 28.5 If the Contractor fails to put right a default within the timescale set out in the default notice, or is otherwise in fundamental breach of its obligations under the Contract, then the Authority may either suspend the Service or terminate the Contract with immediate effect but without prejudice to the powers of the Authority to recover all reasonable amounts incurred in connection directly with such termination.

SECTION 5

THE SPECIFICATION

SCHEDULE 2

Toilet Cleaning - All locations

The objective is to ensure the toilets are kept to a good standard of cleanliness. *Below listed are the key aspects that would be expected as a minimum standard.* The contractor will be expected to provide evidence on how this can be improved on and will form part of tender assessment.

For location map, site plan and addresses, please refer to the attached appendices.

Period and Frequency of cleans

Low season (1st November to 28th February) - Once daily Mon. Wed. Fri. Sat. Sun.

Peak Season (1st March to 31st October) – Once daily seven days per week

Access times - 0700 to 1000 during the period.

Floor	Free from litter, debris, dust, grit and other foreign matter. All floors should be dry and free from spillages, soilage, stains, marks, in-ground dirt and have a uniform clean appearance.
Walls and cubicle walls	Free from dust, debris, dirt, stains, cobwebs, limescale and soilage on surfaces and around associated pipework. Bright metal work (including mirrors) should be shiny and free from marks and smears, build-up of fats and scale. Ceramic fittings and tiles (including tile grout) to be of a uniform bright appearance.
Doors	Free from dust, debris, dirt, stains, cobwebs etc. Door handles to be wiped daily with sanitizer.
Ceilings	Free from dust, debris, dirt, stains, cobwebs etc Light fittings to be clean, free from dust, debris (including dead insects inside fittings), dirt, stains
All Hand wash and Sanitary Fittings	Free from dirt, dust, marks, smears, limescale, soilage, marks and splashes, build-up of dirt around seat hinges and associated pipework. Soap dispensers and toilet roll holders should be clean and adequately stocked.

Cleaning cupboards and service areas to be kept clean and tidy and free of empty boxes, packaging etc

External

Entrance areas to toilets buildings and the immediate outside area approx 1 metre around the building to be swept clean to prevent build up of litter/leaves etc.

Reporting damage

The contractor will report any defects or damage to the facilities to the Authorised Officer or his representatives on the same day as these are noticed or at the next available opportunity

General

All cleaning to be carried out using a suitable disinfectant. Cloths and equipment used for cleaning WC bowls and urinals must not be used for cleaning other surfaces and the contractor should ensure equipment is colour coded for this purpose.

EXMOOR NATIONAL PARK AUTHORITY

Conditions of Contract

1. Definitions

In these conditions the 'ENPA' means the Exmoor National Park Authority and the 'Contractor' means the person or company to whom the order is addressed. Where the contract is for the provision of services, the words 'the goods' shall be read, where the context permits, as meaning the services which the contractor has contracted to provide. These conditions shall be construed in accordance with the Interpretation Act 1978.

2. Conditions

These conditions shall form the basis of the contract between the ENPA and the contractor. Notwithstanding anything to the contrary in the contractor's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement, letter or any other document issued or sent by the contractor, these conditions shall apply except insofar as expressly agreed in writing by the ENPA. No servant or agent of the ENPA has the power to vary these conditions verbally. If the contractor shall not previously have accepted these conditions, then delivery by him shall constitute such an acceptance. These general conditions shall be subject to such further special conditions as may be prescribed in writing by the ENPA. In the event of any conflict between the special conditions and the general conditions, the special conditions shall prevail.

3. Delivery

(i) Time of performance shall be of the essence of this contract.

(ii) All goods shall be delivered at the contractor's risk and at no charge to the ENPA unless previously agreed by the ENPA.

(iii) Each delivery of goods shall be accompanied or preceded by a Delivery or Advice Note addressed to the appropriate officer of the ENPA at the place where the delivery is to be made and the note shall quote the ENPA's order number and set forth the name, quality, sort, rate, price, quantity and number of goods to be delivered as applicable.

(iv) Delivery of the goods by the contractor to a carrier shall not be deemed delivery to the ENPA and goods must be delivered at the time and place specified in this form.

(v) The contractor, his servants or agents, shall comply with all reasonable requirements at the place of off-loading and in particular shall ensure that his vehicles are not reversed or manoeuvred at any establishment where children are present without assistance from a responsible adult, and shall contact a responsible Officer, who the contractor may require to sign a receipt confirming delivery of the goods. Provided always that if the contractor employs a carrier the contractor shall ensure that these instructions are complied with by the carrier.

4. Force Majeure

If delivery is delayed by some cause totally outside the control of the contractor, he shall give written notice of such cause within seven days of its occurrence and the ENPA may then (but without prejudice to its other rights) allow such extra time for delivery that is reasonable in the circumstances.

5. Containers

(i) The ENPA will not be liable to pay for any pallets, packages or containers in which goods are supplied.

(ii) Any such pallets, packages or containers which remain the property of the contractor shall be collected by the contractor at his own cost within seven days notice that they are ready for collection being given to the contractor by the ENPA and the ENPA will not be responsible for their return or any loss or damage caused to them while they are in the ENPA's custody.

6. Prices

The prices quoted by the contractor shall include delivery and the cost of packing (see conditions 3 & 5). All prices shall be fixed. It is not acceptable for a supplier to quote a variable price or to stipulate prices at the date of delivery or the like. All prices quoted shall be exclusive of V.A.T.

7. Assignment of Contract

The contractor shall not transfer, sub-let or assign any part of the contract without prior written consent of the ENPA.

8. **Standard Specifications**
(i) Where there is an appropriate European standard implemented by a British standard, or in its absence a common technical specification, or in its absence a British standard current at the date of order the contractor shall comply with such standards in the order listed unless specified.
(ii) Goods supplied or services rendered must meet the requirements of all current health and safety at work legislation.
9. **Passing of Property and Risk**
The property and risk in the goods shall pass to the ENPA on delivery but without prejudice to any right of rejection.
10. **Prevention of Corruption**
The ENPA may cancel the contract and recover any resulting loss if the contractor or his employees or agents with or without his knowledge:-
(a) Does anything improper to influence the ENPA in the award of a contract.
(b) Commits an offence under the Prevention of Corruption Act 1906 to 1916 or Section 117(2) of the Local Government Act 1972.
11. **Private Transaction**
The contractor shall not during this order solicit or receive orders or engage in private transactions with any servant or employee of the ENPA for goods under this contract.
12. **Cancellation**
The ENPA shall be entitled to cancel this order at any time by giving written notice to the contractor. If the ENPA exercises this right of cancellation it shall be bound to pay a reasonable price for any work already completed but shall otherwise be free from liability.
13. **Insolvency**
If the contractor becomes bankrupt or insolvent or (being a company) makes an arrangement with his creditors or has a receiver appointed or commences to be wound up, other than for the purposes of amalgamation or reconstruction, the ENPA may, without prejudice to any of its rights, terminate the contract forthwith by notice to the contractor or any person in whom the contract may have been vested.
14. **Guarantees**
It shall be a condition of the contract that the goods comply in all respects with the contract description and with any statements or undertakings made by the contractor, or his servants or agents, prior to the giving of the order. The contractor undertakes that all goods and services supplied by him shall be of first class quality and recognises that the ENPA has placed the order relying upon skill and expertise of the contractor and any statements and representations made by him. If the goods (or any of them) supplied shall be defective upon delivery or shall prove to be defective within 12 months of delivery, then the ENPA may call upon the contractor (but without prejudice to the ENPA's other rights) to rectify or replace the goods (at the ENPA's option) at the contractor's expense. All obligations in this condition shall further apply to any such rectified or replaced goods.
15. **Indemnification**
The contractor shall indemnify and keep indemnified the ENPA against:-
(a) Any claim which may be made in respect of employer's liability against the ENPA or the contractor by any workmen employed by the contractor or any sub-contractor in the execution of the contract.
(b) Any claim for injury or damage to property of third parties.
(c) Any claim for infringement of any copyright, letters patent or registered design, trade mark or trade name by reason of the use or sale of the goods supplied, and against all costs and damages which the ENPA may incur in any action for such infringements or for which the ENPA may become liable in such action, and for any royalties payable by the ENPA.
16. **Law**
The contract shall be governed by and be construed in accordance with English Law. The exercise by the ENPA of its rights hereunder are without prejudice to any of its other rights. The complete or partial invalidity or unenforceability of any of these terms and conditions shall in no way affect the validity or enforceability thereof for any other purpose or of any of the other terms and conditions.



