



ARMTHORPE  
PARISH COUNCIL

## FORM OF TENDER

Project Ref: **Staff Car Park**

Committee: **Full Council**

Work Situated at: Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe, Doncaster, DN3 3AG

Works to Commence: June 2025

Works to be Completed: June 2025

### DESCRIPTION OF THE WORKS:

- Installation of base and surface course using 20mm as base and 10mm material.
- Materials to be laid as per works.
- Area to be prepared by contractor with edging, kerbs or other infrastructure to be installed.
- Provision of signage and traffic management.
- Work to be completed Monday to Saturday from 8am to 5pm.

### ITEMS TO INCLUDE IN BREAKDOWN OF COSTS:

All preparation works and base materials 143m<sup>2</sup>

**Cost: £**

Installation of 50mm base and 30mm surface course 143.85m<sup>2</sup>

(Area measures 13.7m x 10.5m)

I/We having read the Conditions of Contract and Specification do hereby offer to execute and complete the whole of the works above for the Fixed Price Sum of

.....

..... (£ ) exclusive of

VAT

This tender shall remain open for acceptance for a period of ..... weeks from the date given below. Acceptance in writing by the Employer will form a binding agreement.

Date ..... 20 ..... Signature

.....

Firm

.....

Address

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

## **Conditions of Contract**

### **1 Interpretation**

The Employer and Authority shall mean the Armthorpe Parish Council, Armthorpe Community Centre, Welfare Park, Church Street, Armthorpe, Doncaster, DN3 3AG.

The Supervising Officer shall mean the Clerk to Armthorpe Parish Council.

The Contractor means the individual, firm or company whose tender or part of whose tender is accepted.

The Contract shall be the binding agreement made by the acceptance by the Employer in writing of the whole or part of the tender and the contract shall include the tender, the acceptance of the tender, any correspondence between the Council and the contractor intended to form part of the Contract, any specification or drawings, all orders and any Special Conditions of Contract, all of which documents shall be construed together as one instrument and the expression "Contract" shall be construed accordingly. The construction validity and performance of the contract shall be governed by the Law of England.

### **2 Contractor's Obligation**

The Contractor shall, with due diligence and in a good and workmanlike manner, carry out and complete the Works in accordance with the Contract using materials and workmanship of the quality and standards therein specified.

### **3 Extension of Contract Period**

If, for reasons beyond the control of the Contractor, the completion of the Works is delayed then the Supervising Officer may make such extension of time for completion as is reasonable. Any such extension of time shall be in writing.

### **4 Damages for Non-Completion**

If the Works are not completed by the completion date or by any later completion date fixed by Clause 3 hereof then the Employer may deduct from any monies due to the Contractor liquidated damages at the rate of £100 per day or pro-rata thereto for the period during which the works remain uncompleted.

### **5 Defects Liability**

Any defects, excessive shrinkages or other faults which appear within six months of the date from when the Works were completed and are due to materials or workmanship not in accordance with the Contract, shall be made good by the Contractor entirely at their own cost.

### **6 Control of the Works**

Neither the Employer nor the Contractor shall, without the written consent of the other, assign this Contract.

The Contractor shall not sub-contract the Works or any part thereof without the written consent of the Supervising Officer.

The Supervising Officer may issue written instructions which the Contractor shall forthwith carry out. Any oral instructions must be confirmed in writing. The Supervising Officer may, without invalidating the Contract, order an addition to or omission from or other change in the Works or the order or period in which they are to be carried out and any such instruction shall be valued by the Supervising Officer on a fair and reasonable basis, using where relevant prices in the tender document.

Instead of the valuation referred to above, the price may be agreed between the Supervising Officer and the Contractor, prior to the Contractor carrying out any such instruction.

### **7 Payments**

Invoices to the value of works properly executed shall be submitted by the Contractor to the Supervising Officer for checking and verification. Subject to any rights of deductions contained in these Conditions payment shall be made by the Employer within twenty-one days from the receipt of the invoice.

Upon completion of the works the Contractor shall submit an invoice for payment in accordance with this Clause. After the expiry of the Defects Liability Period or the making good of any defects, whichever is the later, the Contractor shall submit the Final Invoice which shall be paid within twenty-one days.

The Contract sum shall be fixed price and exclusive of Value Added Tax. No account shall be taken in any payment to the Contractor under this Contract of any change in the cost to the Contractor of the labour, materials, plant and other resources employed in carrying out the Works.

Where the Works are subject to Value Added Tax all invoices shall include as a separate item any Value Added Tax payable in accordance with any enactment for the time being in force.

Within the meaning of the Finance (No. 2) Act, 2015 the Employer is a "Contractor". The Contractor shall satisfy the Employer that he holds a valid "Sub-Contract's tax certificate" from the Inland Revenue.

8 Prevention of Corruption

The Employer shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor shall have offered or agreed to give to any person any gift or consideration of any kind or if the Contractor shall have committed any offence under the Prevention of Corruption Acts, 1889 to 1916 or 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 any re-enactment thereof.

9 Injury, Damage and Insurance

- (a) The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever 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 any act or neglect of the Employer or of any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance which, in respect of liability to employees or apprentices shall comply with the Employer's Liability (Compulsory Insurance) Act, 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof and in respect of any other liability for personal injury or death shall be such as is necessary to cover the liability of the Contractor or, as the case may be, of such sub-contractor.
- (b) The Contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal (other than injury or damage to the Works) insofar as such 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, his servants or agents, or of any person employed or engaged by the Contractor upon or in connection with the Works or any part thereof, his servants or agents. Without prejudice to his obligation to indemnify the Employer the Contractor shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance in respect of the liability referred to above in respect of injury or damage to any property real or personal other than the Works which shall be for an amount not less than £2,000,000 for any one occurrence or series of occurrences arising out of one event.

The Contractor shall produce and shall cause any sub-contractor to produce, such evidence as the Employer may reasonably require that the insurances referred to in Clauses 9(a) and (b) hereof have been taken out and are in force at all material times.

10 British Standards - Where a Specification or Code of Practice issued by the British Standard Institute is current at the date of the tender and is appropriate, the goods, materials and workmanship shall, where practicable, be in accordance with that specification.

11 Products Meeting EC Member States Standards - The standards of safety, reliability and fitness for purposes for products described for inclusion in the works have been, where possible, defined by relating them to a British Standard Specification, British Standard Code of Practice, recommended Manufacturer's Specification or other prescribed standard specification. Should the Contractor wish to substitute an alternative product which he proposes to use in the works which offers the same qualifying standards by compliance with the National Standards of other EC member states or an International Standard recognised in another member state he shall inform the Supervising Officer in writing at the time of Tender.

12 Arbitration - If any dispute of difference concerning this contract shall arise between the Employer or the Supervising Officer on his behalf and the Contractor such dispute or difference shall be and is hereby referred to the arbitration and final decision of a person to be agreed 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.

13 Determination

The Employer may by notice by registered post or recorded delivery to the Contractor forthwith determine the employment of the Contractor under this Contract if the Contractor shall make default in any one or more of the following respects:

- (a) If the Contractor without reasonable cause fails to proceed diligently with the Works or wholly suspends the carrying out of the Works before completion.
- (b) If the Contractor becomes bankrupt or makes any composition or arrangement with his creditors or has a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking is duly appointed or possession is taken by or on behalf of any creditor or any property the subject of a charge.
- (c) If the Contractor fails to comply with the C.D.M. Regulations in the event of the Employer determining the employment of the Contractor as aforesaid the Contractor shall immediately give up possession of the site of the Works and the Employer shall not be bound to make any further payments to the Contractor until after completion of the Works. Provided always that the right of determination shall be without prejudice to any other rights or remedies which the Employer may possess.

If the Employer fails to comply with the requirements of the C.D.M. Regulations the Contractor may give notice to the Employer. If the default is not ended within 7 days of receipt of the notice the Contractor may be further notice to the Employer determine the employment of the Contractor under this Contract. Such determination shall take effect on the date of receipt of the further notice.

#### 14 Statutory Obligations

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 and shall pay all fees and charges in respect of the Works legally recoverable from him.

#### 15 Health and Safety

It is the responsibility of the contractor to ensure that all-current Health & Safety legislation is complied with whilst undertaking any works for the Employer.

The Contractor will be responsible for the incorporation and co-ordination of any other persons who engage in activities on their behalf, that they are competent to carry out those activities, and ensure of their compliance with current Health and Safety legislation. They will provide suitable and sufficient risk assessments and method statements for activities carried out and provide them to the Employer for approval.

The Contractor shall comply with the requirement of the Factories Acts and Health and Safety at Work etc. Act, 1974 and with the Regulations made thereunder, and with the H.S.E. Guidance Notes and Approved Codes of Practice.

Including (but not limited to):

- The Construction (Design and Management) Regulations
- The Electricity Supply Regulations
- The Construction (Lifting Operations) Act
- The Construction (General Provisions) Act
- The Construction (Health and Welfare) Act
- The Construction (Working Phases) Act
- The Gas safety (Installation and Use) Regulations
- The Control of Asbestos at Work Regulations 2002 including Regulation 4 and 20
- The Work at Height Regulations
- The confined Spaces Regulations
- Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)

The Contractor shall provide, on request, a copy of the company Safety Policy and shall prior to starting work on the site provide a risk assessment and method statement (RAMS) to deal with identifiable hazards. The Contractor shall also have available for inspection C.O.S.H.H. Statement for the materials to be used and shall

ensure that these statements are adhered to at all times.

16 No Smoking Policy

The Contractor shall comply with the Employers No Smoking Policy in all Council Establishments and on site.

17 Construction (Design and Management) Regulations 2015

The construction period for this work is less than 30 working days and has less than 20 workers working simultaneously at any point in the project or less than 500 person days; therefore, it has been provisionally assessed that the job is non notifiable under the CDM Regulations. However, if the tenderer considers that work will run over 30 working days and have more than 20 workers working simultaneously at any point in the project or exceed 500 person days, then he shall submit a statement to that effect with his tender. If this is the case then the Contractor shall be deemed to have made full allowance for the costs associated with the development of, and compliance with the Construction Phase Plan and to have accepted responsibility as the Principal Contractor.