

Terms and Conditions

1. These Conditions apply to Contracts between the Mayor and Burgesses of the London Borough of Barking and Dagenham (the Council) and contractors carrying out, supplying or providing work, goods or services to or for the Council (hereinafter called the Contractor) provided that:

(a) the Council includes its duly authorised officers and

(b) the Contractor includes its employees or agents.

(c) the singular includes the plural and the masculine includes the feminine or neuter or vice versa as the context requires.

2. The Council does not bind itself to accept the lowest or any tender or quotation and reserves to itself the right of acceptance and selection of particular classes of goods or services from any tender made. The Contractor shall comply with the tender procedures set out in the Councils Standing Orders and Contracts Code of Practice.

3. All orders on the Councils behalf will be made or confirmed on an official order form and the Contractor shall render written accounts immediately after the completion of the order, unless otherwise instructed.

4. The Council may at its discretion require the execution of a formal contract and/or bond or other financial security embodying or relating to the tender and these or other appropriate conditions in which case any stamp duty thereon shall be paid by the Contractor.

5. The accounts rendered by the Contractor will be examined and if satisfactory passed for payment by the Director of Finance of the Council.

6. In the case of Tenders for the supply of goods and/or services required on annual (or other term) contract, the Contractor will be required to supply such amounts of the goods and/or services mentioned in the tender as may from time to time during the period of the contract be ordered by the Council. If required by the tenderer, an estimate of the amounts of the goods and/or services likely to be required will be furnished, but it must be clearly understood by persons tendering that the contract is for the provision of whatever amounts of the goods and/or services the Council may order during the period of the contract and no increase or decrease in such amount is to affect the prices quoted or in any way affect the liability of the Contractor to supply the goods and/or services at the prices quoted.

7. All goods must be delivered by the Contractor free of all costs and charges unless otherwise agreed to such place or places in such quantities or numbers within such times and in such manner as may be directed by the Council.

8. (a) All goods and materials must at the date of delivery correspond with the description, specification (if any) and sample (if any) and where an appropriate British or International Standard is in being at the date of the tender, shall in every way comply with such Standard.

(b) All goods and materials supplied under the contract must be of good quality and fit for the purpose(s) for which they are intended.

9. If the Contractor shall deliver any goods or materials which are not in accordance with the special conditions, the Council may reject such goods at the time of delivery/or by notice sent to the Contractor within seven days from the date of delivery.

10. The Contractor shall remove all rejected deliveries within three days after requirement by the Council so to do, and in default of removal the Council may cause the rejected goods or materials to be disposed of. The cost of this action will be borne by the contractor, less any payments received by the Council as a result of the disposal.

11. If the Contractor shall fail to supply the goods or materials or services or any portion thereof within the time or times specified in the contract the Council, without prejudice to any other remedy for breach of contract, may determine the contract and purchase other goods or materials of the same or similar description to make good such default. The contractor shall be liable for any increase in costs incurred by the Council in the above action over and above the amount originally due to the Contractor for the supply of such goods or materials.

12. Should the Contractor be in breach of any of these conditions or become bankrupt or insolvent, go into liquidation or have a winding up order made against it or otherwise become incapable of carrying out his duties under this contract the Council may

(a) terminate the contract and

(b) recover all loss, damage, claims, costs, expenses that may be incurred arising from such breach and/or termination of the contract.

13. Warning. The council is entitled to cancel the Contract and recover from the Contractor the amount of any loss resulting from such cancellation should the Contractor give or offer any gift or consideration whatsoever as an inducement or reward to any Council employee or other person. This constitutes a criminal offence punishable by imprisonment.

14. The Contractor shall not assign or sub-let this contract or any part thereof without the previous consent in writing of the Council. Any approved assignees or sub-contractors shall comply with these conditions.

15. Nothing herein contained shall prevent the Council from purchasing goods and/or materials of the same class and description as those supplied or to be supplied under the contract from persons other than the Contractor.

16. (a) The Contractor shall comply in all respects with the Race Relations Act 1976 (or any amendment or re-enactment thereof) and in particular shall not (except as the Act permits) in connection with the Contractor or work relating thereto discriminate against any person:-

i) in the arrangements made to determine who shall be offered employment

ii) by refusing or deliberately omitting to offer employment

iii) in the terms on which employment is offered or in the case of an employee provided

iv) in respect of employees in providing access to any benefits, facilities or services or by refusing or deliberately omitting to provide access to them.

v) in the case of an employee by dismissing or subjecting him or her to any other detriment.

(b) The Contractor shall so far as practicable and relevant to the Contract and work relating thereto to the satisfaction of the Council comply with the Code of Practice for the elimination of racial discrimination and the promotion of equality of opportunity in employment issued by the Commission for Racial Equality pursuant to Section 47(1) and (7) of the Race Relations Act 1976. (or any amendment or re-enactment thereof.)

17. (a) The Contractor shall take out and maintain during the duration of the contract Employers Liability, Third Party Liability and where appropriate Road Traffic Liability insurance policies or policies to the same effect.

(b) Such policies shall provide cover for such sum(s) as the Director of Finance of the Council shall specify from time to time in respect of injury or death and/or damage to property arising out of one incident, the number of incidents to be unlimited in any one year.

(c) The Contractor shall provide evidence of such insurance to the Council's officers when requested.

(d) Such policies shall contain endorsements sufficient to indemnify the Council as principal against all loss, damage or injury to persons or property arising from the Contractor's operations in connection with the Contract.

(e) The Contractor hereby agrees to indemnify and keep indemnified the Council in respect of all loss, damage, claims, costs and expenses in respect of or in any way arising out of the Contract.

18. The Contractor shall comply at all times with the Health and Safety at Work etc, Act 1974 and any amending or related legislation concerned with the Health and Safety of employees and other persons and in particular shall provide where applicable protective clothing and helmets and ensure that such are worn by all persons on sites (including visitors).

Further Conditions Incorporated If The Contract Is For The Execution Of Work Or Provision Of Services

19. All work is to be carried out to the satisfaction of the Council and in accordance with such standards and specifications as may be required to comply with any applicable British and or European or International Standard specification or Code of Practice.

20. The Contractor, when estimating, must allow for working the same hours as those worked by Council employees unless otherwise required by the Council. Details of these hours can be obtained on enquiry from the Council.

21. The Contractor shall comply with the requirements of such trade technical or professional bodies as shall be approved of or specified by the appropriate Chief Officer.

22. In the event of works not being completed to the entire satisfaction of the Council within the stipulated period, the Contractor shall pay to the Council as liquidated and ascertained damages and not as a penalty the sum of £ per week or part of a week during which the works remain incomplete after the expiration of the stipulated period. If however the works should be delayed on account of severe weather, strikes affecting the works or other causes not under the Contractors control, due allowance there for will be made by the Council and the Contractor shall complete the works within such extended time as the Council shall consider to be reasonable. The Contractor shall be liable for all loss, damage, claims, costs and expenses that may be incurred by the Council arising from such actions.

23. If the Contractor fails to commence the works or proceed therewith with due diligence or at any time fails to comply with these conditions or the Instructions of the Council or to perform the same in a proper manner the Council may give written notice specifying the default and if the Contractor does not remedy such default within 7 days then the Council may serve on the Contractor a further notice to terminate this Contract. The Contractor shall be liable for all loss, damage, claims, costs and expenses that may be incurred by the Council arising from such actions.

24. The Contractor shall require any sub-contractor engaged by him to comply with the requirements of conditions 20 and 21 above, and not further to sub-contract or sub-let work without consent of the Contractor.

25. The London Borough of Barking & Dagenham and its subsidiary commercial company, Be First Regeneration Ltd, are end users for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Contractors should submit a normal VAT invoice, with VAT charged at the appropriate rate. LBBDD will not account for the reverse charge. This status applies to all current and any future call-off contracts or one-off orders for works.

VAT Registration Numbers:

London Borough of Barking & Dagenham - GB 246 422 178

Be First Regeneration Ltd - GB 292 0752 01

26. Fair Processing Notice

This authority is under a duty to protect the public funds it administers and to this end key data and personal identifiers such as contact details and information you provide on invoices to this authority may be used for the prevention and detection of fraud. We may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

For further information see <http://www.lbbd.gov.uk/FairProcessing> on the council website or contact the Corporate Anti Fraud Team on 020 8227 2264.