

Form of Contract

Contract Reference

TBS3320

Contract Title

**Babbacombe Beach Road
Stabilisation Scheme**

Maximum Period of Contract

4 Months or to Completion of Works

Return Date

Thursday 22nd October 2020

Return Time

12:00 noon

Return To

www.supplyingthesouthwest.org.uk

Applicant Name

Contents

1.1	LOCATION AND BRIEF DESCRIPTION OF WORKS	3
1.2	INSTRUCTIONS FOR TENDERING	5
1.3	FORM OF TENDER	7
1.4	FORM OF TENDER (APPENDIX)	8
1.5	APPENDIX - PART 2.....	11
1.6	FORM OF AGREEMENT	12
1.7	GUARANTEE BOND	13
1.8	CONDITIONS OF CONTRACT	16

Contract Information

Scheme Information

Scheme Title: BABBACOMBE BEACH ROAD STABILISATION SCHEME

Contract Number: TBS3320

File Ref: 8/6/11/3

Torbay Council

Place

Director Kevin Mowat

Highways and Transport

Service Manager Ian Jones

TDA

Engineering Department

Head of Engineering Tim Jones

Service Manager, Engineering
Engineer (Urban Design) David Stewart
 Richard Salter

Contract Documents

Prepared By: Richard Salter Signed:

Reviewed By: David Stewart Signed:

Date: September 2020

1.1 LOCATION AND BRIEF DESCRIPTION OF WORKS

Location

The site is located to the East of Torquay on Beach Road in Babbacombe. This is the only route to Babbacombe Beach, and the road is narrow with passing places and usually steep, with gradients up to 1 in 4 in places. Beach Road is a cul-de-sac and is accessed via Babbacombe Downs Road. The road serves several private dwellings as well as the Cary Arms Hotel, and Babbacombe Beach. There is a small car park at the end of the road at the back of the beach.

The road is bordered by steep slopes and retaining walls on both sides, with woodland and private gardens. There are several pedestrian routes through the woodland to access the beach. The South West Coast path passes through the bottom section of Beach Road, and the area is popular with walkers.

Brief Description of Works

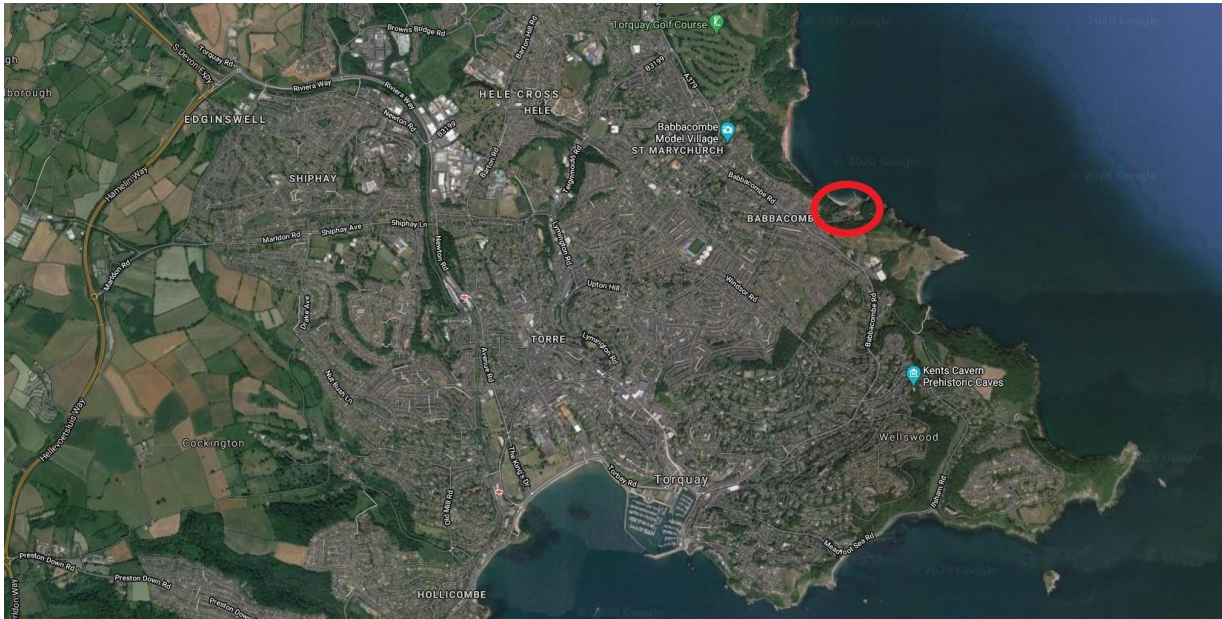
The existing retaining wall on the lower section of Beach Road is slipping down the coastal slope, which in turn is causing the carriageway to fail. There is currently a 3T weight limit on the road as a result. Therefore a new retaining structure is required to stop the road collapsing.

The works comprise of piling into the existing carriageway behind the existing wall, and installing ground anchors to tie the piles back to stable ground. A new parapet wall is to be constructed along the top of the piled wall. A new kerb line is to be laid behind the new wall and the carriageway resurfaced.

There are services in the existing road, some of which possibly cross the line of the new piled wall, and these will need to be diverted, or abandoned if they clash with the works.

As there is movement in the current retaining structure there are limits to the weight of plant that can be used on site. The movement of the structure will be monitored, and if excessive further movement is detected during the scheme it is possible that works will have to be suspended until the works can continue safely.

LOCATION PLAN



1.2 INSTRUCTIONS FOR TENDERING

- | | | |
|---|------------------------------------|--|
| 1 | Value Added Tax | Unless expressly stated otherwise, all rates and prices stated in this document are to be exclusive of Value Added Tax. |
| 2 | Explanation of Documents | <p>(1) If any points in the documents issued for the purpose of tendering are considered by the tenderer not to be clear, the tenderer is to communicate in writing with the Engineer (as defined in the Conditions of Contract) only via the Messaging facility in www.supplyingthesouthwest.org.uk to obtain sufficient explanation before sending in his Tender. The Engineer will make such explanation as a matter of assistance to the tenderer, but it shall not be construed to add to, modify, or take away from the meaning and intent of the Contract and/or the obligations and liabilities of the Contractor thereunder. Please note that all communications with the Engineer during the tender period should be made in writing through the Tender Portal.</p> <p>(2) No representation, explanation or statement, made to a tenderer or anyone else by or on behalf of the Council, as to the meaning of any of the Tender Documents or otherwise in explanation as aforesaid shall bind the Council in the exercise of its powers and duties under the subsequent Contract.</p> |
| 3 | Period of Acceptance of Tender | The tenderer is required to hold his tender open for a period of 12 weeks from the closing date for the submission of tenders. |
| 4 | Forms | Only the successful tenderer will be required, where appropriate, to complete the Form of Agreement & Bond, after acceptance of his tender by the Council. |
| 5 | Contract Documents take precedence | The information given in these Instructions for Tendering are given in good faith for the guidance of tenderers, but if there is any conflict the Conditions of Contract, Specification and Bill of Quantities shall take precedence. |
| 6 | Liquidated Damages | <p>Tenderers should particularly note that the calculation of Clause 47 Liquidated Damages in the Appendix to the Form Tender will be based directly on the price of the accepted tender. Liquidated Damage will be calculated from the successful tenderer's total tender price, after any adjustments due to clarification/or arithmetical errors have been taken into account. The daily figure will be calculated using the following formula:</p> <p>Final Tender Price x 15% divided by 365 Days = £ per day</p> <p>The EMPLOYER will insert the actual figure produced by the application of the formula in paragraph 10 of the FORM OF TENDER (Appendix) <u>immediately prior to the award of Contract</u>, a copy of which will be forwarded to the successful tenderer under cover of the award letter.</p> |
| 7 | Health and Safety Plan | The tenderer's attention is drawn to the requirement of the Pre-Construction Information Plan (item 1.6) for submission of a Draft Construction Phase Health and Safety Plan with the return of the completed Tender Documents. |

8 Bill of Quantities

In the event of errors in the Bill of Quantities submitted by the tenderer the total of the rates and, where necessary, the corrected extensions, will take precedence over the final submitted Tender Total

1.3 FORM OF TENDER

Contract Reference TBS3320

(NOTE: The Appendix forms part of the Tender)

To: The Council of the Borough of Torbay

GENTLEMEN,

Having examined the Conditions of Contract, Specification and Bill of Quantities for the undertaking of the above mentioned Works (and the matters set out in the Appendix hereto), we offer to construct and complete the whole of the said Works and maintain the Permanent Works in conformity with the said Conditions of Contract, Specification and Bill of Quantities in the sum of.

-----£-----

We undertake to complete and deliver the whole of the Permanent Works comprised in the Contract within the time stated in the Appendix hereto.

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

We understand that you are not bound to accept the lowest or any tender that you may receive.

We are, Gentlemen,

Yours faithfully,

Signature

Name

Position in Company

Address

.....

Date

1.4 FORM OF TENDER (APPENDIX)

(NOTE: Relevant Clause numbers are shown in brackets)

APPENDIX - PART 1 (TO BE COMPLETED PRIOR TO THE INVITATION OF TENDERS)

1. **Name of the Employer (Clause 1(1)(a))**

The Council of the Borough of Torbay
Town Hall, Castle Circus, Torquay, Devon
2. **Name of the Engineer (Clause 1(1)(c))**

Tim Jones
Moose Hall, Barewell Road, Torquay, Devon, TQ1 4PA
3. **Defects Correction Period (Clause 1(1)(s))**

52 weeks
4. **Number and type of copies of Drawings to be provided (Clause 6(1)(b))**

One copy of each drawing listed in the Specification
5. **Contract Agreement (Clause 9)**

Required
6. **Performance Bond (Clause 10(1))**

Required

Amount of Bond to be £10,000
7. **Minimum amount of third party insurance (persons and property) (Clause 23(3))**

£5,000,000 each and every occurrence
8. **Works Commencement Date (if known) (Clause 41(1)(a))**

9th November 2020

Section 2

N/A
9. **Time for Completion (Clause 43)^a**

EITHER for the whole of the Works

14 Weeks – Friday 12th February 2021

OR for Sections of the Works (Clause 1(1)(u))^b
Section 2 N/A
the Remainder of the Works N/A

10. **Liquidated damages for delay (Clause 47)**

Liquidated damages for this Contract are calculated as follows

Tender Total at award date x 15% divided by 365 days = £ per day

Section A (as above) £ per
week

11. **Vesting of materials not on Site (Clauses 54(1) and 60(1)(c)) (if required by the Employer)^d**

1 4

2 5.

3 6.

12. **Method of measurement adopted in preparation of Bills of Quantities (Clause 57)^e**

Civil Engineering Standard Method of Measurement (CESMM).

13. **Percentage of the value of goods and materials to be included in Interim Certificates (Clause 60(2)(b))**

97%

14. **Minimum amount of Interim Certificates (Clause 60(3))**

£10,000

15. **Rate of retention (recommended not to exceed 5%) (Clause 60(5))**

5%

16. **Limit of retention (% of Tender Total) (Clause 60(5)) (Recommended not to exceed 3%)**

3%

17. **Bank whose Base Lending Rate is to be used (Clause 60(7))**

Average of Lloyds, Barclays, HSBC, National Westminster

18. **Requirement for prior approval by the Employer before the Engineer can act. DETAILS TO BE GIVEN AND CLAUSE NUMBER STATED (Clause 2(1)(b))^f**

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

19. **Name of the Principal Designer (clause 71(1)(c))**

Torbay Council, Town Hall,
Castle Circus, Torquay, Devon, TQ1 3DR

20. **Name of Principal Contractor (clause 71(1)(c))**

.....

Address.....

21. **The Arbitration Procedure to be used is (clause 60(11)(a))**

The Institution of Civil Engineer's Arbitration Procedure (2012)

Key to superscript

- a If not stated is to be completed by Contractor in Part 2 of the Appendix.
- b To be completed if required, with brief description. Where Sectional completion applies the item for "the Remainder of the Works" must be used to cover the balance of the Works if the Sections described do not in total comprise the whole of the Works.
- c Delete where not required.
- d (if used) Materials to which the Clauses apply must be listed in Part 1 (Employer's option) or Part 2 (Contractor's option)
- e Insert here any amendment or modification adopted if different from that stated in Clause 57.
- f If there is any requirement that the Engineer has to obtain prior approval from the Employer before he can act full particulars of such requirements must be set out above.

1.5 APPENDIX - PART 2

(To be completed by Contractor)

1. Insurance Policy Excesses (Clause 25(2)) £
- Insurance of the Works (Clause 21(1)) £
- Third party (property damage) (Clause 23(1)) £
2. Time for Completion (Clause 43) (if not completed in Part 1 of the Appendix)
EITHER for the whole of the Works..... weeks
OR for Sections of the Works (Clause 1(1)(u)) (as detailed in Part 1 of the Appendix)
Section A weeks
Section B weeks
Section C weeks
Section D weeks
the Remainder of the Works..... weeks
3. Vesting of materials not on site (Clauses 54(1) and 60(1)(c)) (at the option of the Contractor - see ^d in Part 1)
1 4
2 5
3 6
4. Percentage(s) for adjustment of PC sums (Clauses 59(2)(c) and 59(5)(c)) (with details if required)
.....
.....

1.6 FORM OF AGREEMENT

THIS AGREEMENT made the day of 20

BETWEEN

.....
of
.....

.....(hereinafter called "the
Employer")

and

.....
of
.....

..... (hereinafter called "the
Contractor").

WHEREAS the Employer is desirous that certain Works should be constructed, namely the Permanent and Temporary Works in connection with "Babbacombe Beach Road Stabilisation Scheme", and has accepted a Tender by the Contractor for the construction and completion of such Works.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:-
 - (a) the said Tender and the written acceptance thereof
 - (b) the Drawings
 - (c) the Conditions of Contract
 - (d) the Specification
 - (e) the priced Bill of Quantities or Schedule of Rates.
 - (f) the Bond of Surety (if required).
 - (g) the Forms
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to construct and complete the Works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay to the Contractor in consideration of the construction and completion of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written.

SIGNED on behalf of the said Ltd/plc

SignatureSignature

PositionPosition

In the presence of In the presence of.....

1.7 GUARANTEE BOND

THIS GUARANTEE BOND is made as a Deed **BETWEEN** the following parties whose names and [registered office] addresses are set out in the Schedule to this Bond (the "Schedule")

- (1) The "Contractor" as principal
- (2) The "Guarantor" as guarantor, and
- (3) The "Employer"

WHEREAS

- 1) By a contract ("the Contract") entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the "Works") upon and subject to the terms and conditions therein set out
- 2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in Clause 2

NOW THIS DEED WITNESSES as follows:-

- 1) The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Contractor.
- 2) The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the "Bond Amount") but subject to such limitation and to Clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Contract
- 3) The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond
- 4) Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry.

- 5) The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes with the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.
- 6) This Guarantee Bond and the benefit thereof shall not be assigned without the prior written consent of the Guarantor and the Contractor.
- 7) This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder

THE SCHEDULE

The Contractor: (1)

The Guarantor: (2)

The Employer: (3) THE COUNCIL OF THE BOROUGH OF TORBAY,
TOWN HALL,
TORQUAY, TQ1 3DR

The Contract: (4) Babbacombe Beach Road Stabilisation Scheme
CONTRACT NUMBER TBS3320

The Bond Amount: (5)

Expiry: The date of issue of the Certificate of Practical Completion which shall be conclusive for the purposes of this Guarantee Bond

IN WITNESS whereof the Contractor and Guarantor have executed and delivered this
Guarantee Bond as a Deed

this day of Two thousand and

(7) EXECUTED as a Deed by the Contractor acting by its)
Director(s) and/or its Company Secretary as follows: -)

..... Director

..... Director/Company Secretary

(7A) EXECUTED as a Deed by the Contractor)
in the presence of:-)

THE COMMON SEAL of The Council of the Borough of)
Torbay was hereunto affixed in the presence of :-)

..... Authorised Signatory

..... Authorised Signatory

1.8 CONDITIONS OF CONTRACT

The Conditions of Contract for the Babbacombe Beach Road Stabilisation Scheme, shall be the Infrastructure Conditions of Contract (ICC) Measurement Version, prepared jointly by the Association for Consultancy and Engineering and the Civil Engineering Contractors Association, modified and added to as shown below, and those Conditions as amended shall be deemed to form and shall be read and construed as part of this Contract.

CLAUSE 1

Delete existing Clause 1(6) and insert new Clause 1(6) below:-

Communications in“(6) Communications which under the Contract are required to be “in writing” may be hand written typewritten or printed and sent by hand post telex cable facsimile, e-mail or other means resulting in a permanent record.”

CLAUSE 2

Delete existing Clause 2(7) and renumber existing Clause 2(8) to 2(7).

CLAUSE 17 Add to the Clause the following:

- (4) "The Contractor shall, at his own expense, provide such labour as is necessary to assist the Engineer's Representative in measuring, supervising, checking, testing, examining and setting out of Contractor's work in any way whatsoever."

CLAUSE 19 The following Sub-Clause to be added:

- (4) If in the opinion of the Engineer or the Engineers representative a safety hazard arises during construction of the works, the defect or cause of the hazard shall be rectified immediately.

CLAUSE 20 The following sub-paragraph to be added

- 1(d) The Contractor shall be responsible for the security and safety of all materials by the Employer for incorporation in the works, from the Works Commencement Date until the date of issue of a Certificate of Substantial Completion.

CLAUSE 27 The existing Clause is deleted and substituted by the following:-

- 1. For the purposes of this Clause:-
 - (a) the expression 'the Act' shall mean and include the New Roads and street Works Act 1991 and any statutory modification or re-enactment thereof for the time being in force;
 - (b) all other expressions common to the Act and to this Clause shall

have the same meaning as that assigned to them by the Act.

2. The Employer shall before the commencement of the works notify the Contractor in writing:-
 - (a) whether the Works or any parts thereof (and if so which parts) are Emergency Works; and
 - (b) which (if any) parts of the Works are to be carried out in Controlled Land or in a Prospectively Maintainable Highway.

If any duly authorized variation of the works shall involve the execution thereof in a street or in Controlled lane or in a Prospectively Maintainable Highway or are Emergency Works the Employer shall notify the Contractor in writing accordingly at the time such variation is ordered.

3. The Employer shall (subject to the obligations of the Contractor under sub-Clause (4) of this Clause) serve all such notices as may from time to time whether before or during the course of or after completion of the Works be required to be served under the Act.
4. The Contractor shall in relation to any part of the Works (other than emergency Works) and subject to the compliance by the employer with sub-Clause (2) of this Clause give not less than 21 days' notice in writing to the Employer before:-
 - (a) commencing any part of the Works in a Street (as defined by Section 48 (1) of the act; or
 - (b) commencing in a Street or in Controlled Lane or in a Prospectively Maintainable Highway any part of the works, which is likely to affect the apparatus of any Owning Undertaker (within the meaning of Section 48 (4) and (5) of the Act).

Such notice shall state the date on which and the place at which the Contractor intends to commence the execution of the work referred to therein.

5. If the Contractor having given any such notice as is required by sub-Clause (4) of this Clause shall not commence the part of the works to which such notice is given such notice shall be treated as invalid and compliance with the said sub-Clause (4) shall be requisite as if such notice had not been given.
6. in the event of such a variation of the works as is referred to in sub-Clause (2) of this Clause being ordered by or on behalf of the employer and resulting in the execution of the works by reason of the necessity of compliance by the Contractor with sub-Clause (4) of this Clause the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 44 and the Contractor shall subject to Clause 52 be paid in accordance with Clause 60 such additional cost as the Engineer shall consider to have been reasonably attributable to such a delay.

7. Except as otherwise provided by this Clause where in relation to the carrying out of the works the Act imposes any requirements or obligations upon the Engineer the Contractor shall subject to Clause 49 comply with such requirements and obligations and shall (subject as aforesaid) indemnify the Employer against any liability which the Employer may incur in consequence of any failure to comply with the said requirements and obligations.

CLAUSE 32 This Clause is deleted in its entirety and substituted by the following:-

"Unless otherwise provided for in the Specification and/or the Bill of Quantities, all the old building materials on or in the site at the time the Contractor receives possession thereof shall remain the property of the Employer and shall not be removed by the Contractor from the site until permission for such removal has been given by the Engineer. All other materials or things of every description whatsoever including all fossils, coins, articles of value or antiquity and structures and remains or things of geological or archaeological interest and all timber, growing crops and the like found or being upon or excavated from the site shall remain the property of the Employer and shall be dealt with by the Contractor as the Engineer may direct."

CLAUSE 34 This Clause is substituted by the following:

- (1) "The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modifications or re-enactment thereof relating to discrimination in employment."
- (2) "The Contractor shall take all reasonable steps to secure the observance of the provisions of sub-Clause (1) of this Clause by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract."
- (3) "The Contractor shall keep proper wage books and time sheets, showing the wages paid to and the time worked by the work people in his employ in and about the execution of the Contract, and such wages books and time sheets shall be produced whenever required for the inspection of any Officer authorized by the Employer."

CLAUSE 44 Renumber existing Clause 44(1)(e) & (f) to 44(1)(f) & (g) and insert new 44(1)(e):

- e) any delay impediment prevention or default by the Employer or

CLAUSE 45 This Clause is deleted in its entirety and substituted by the following:

"Subject to any provisions to the contrary contained in the Contract, no work shall save as hereinafter provided be carried on during the night or on Sundays without the permission in writing of the Engineer save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Engineer's

representative. Where it is proposed to adopt rotary or double shifts in connection with tides, work will be permitted during the night provided that where such work is carried out, noise shall be reduced to a minimum.

If however, the noise is such as to give rise to objections and in the opinion of the Employer it shall appear necessary or desirable to prohibit the carrying out of noisy work during the night, the Engineer may order accordingly. The Contractor shall be deemed to have included for this in the rate and prices inserted in the Bills of Quantities or Schedule of Rates. Provided always that the Employer's decision as to whether or not it is necessary or desirable to prohibit the carrying on of any work during the night shall be final and not subject to arbitration. For the purposes of this Clause "work during the night" shall mean work carried out during a period of eight hours to be defined by the Engineer.

CLAUSE 60

- (1) Delete the existing first paragraph of Clause 60(1) and replace with new first paragraph below:-

- (1) Unless otherwise agreed the Contractor shall submit to the Engineer at monthly intervals commencing with one month after the Works Commencement Date a statement (in such form if any as may be prescribed in the Specification) showing"

- (2) Delete existing Cause 60(2) and replace with new Clause 60(2) below:-

"Monthly
payments" (2)

Within 25 days of the date of delivery to the Contractor monthly statement to the Engineer or the Engineer's Representative in accordance with sub-Clause (1) of this Clause of the Engineer shall certify and within 28 days of the same date the Employer shall pay to the Contractors (after deducting any previous payments on account).

- (a) the amount which in the opinion of the Engineer on the basis of the monthly statement is due to the Contractor on account of sub-Clause (1)(a) and (1)(d) of this Clause less a retention as provided in sub-Clause (5) of this Clause.
- (b) such amounts (if any) as the Engineer may consider proper (but in no case exceeding the percentage of the value stated in the Appendix to the Form of Tender) in respect of sub-Clauses (1)(b) and (1)(c) of this Clause.

The payments become due on certificate with the final date for payment being 28 days after the date of delivery of the Contractor's monthly statement.

The amount certified in respect of Nominated Sub-Contracts shall be shown separately in the certificate."

Delete the existing last paragraph of Clause 60(4) and replace with a new last paragraph below:-

“Such amount shall subject to Clause 47 be paid to or by the Contractor as the case may require. The payment becomes due on certification. The final date for payment is 28 days later.”

Delete the existing first paragraph of Clause 60(6)(c) and replace with a new first paragraph below:-

“(c) At the end of the Defects Correction Period or if more than one the last of such periods the final date for payment of the remainder of the retention money to be paid to the Contractor is 14 days later notwithstanding that at that time there may be outstanding claims by the Contractor against the Employer.”

Sub-Clause (7) is deleted and substituted by the following:

Interest on Overdue Payments:

- (7) In the event of failure by the Engineer to certify or the Employer to make payment in accordance with sub-Clauses (2), (4) and (6) of this Clause the Employer shall pay to the Contractor interest upon any payment overdue thereunder at a rate per annum equivalent to one per cent plus the average of the Base Lending Rates announced by Lloyds, Barclays, National Westminster and HSBC which are current on the date upon which such payment first becomes overdue. In the event of any variation in the said Base Lending Rates being announced whilst such payment remains overdue the interest payable to the Contractor for the period that such payment remains overdue shall be correspondingly varied from the date of each such variation.

Delete existing Clauses 60(9) and (10) and replace with new Clauses 60(9) and (10) below:-

“Certificates and payment notices

- (9) Every certificate issued by the Engineer pursuant to this Clause shall be sent to the employer and on the Employer's behalf to the contractor. By this certificate the employer shall give notice to the Contractor specifying the amount (if any) of the payment proposed to be made and the basis on which it was calculated.

Notice of intention to withhold payment

- (10) Where a payment under Clause 60(2) or 4 is to differ from that certified or the Employer is to withhold payment after the final date for payment of a sum due under the Contract the Employer shall notify the Contractor in writing not less than one day before the final date for payment specifying the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground each ground and the amount attributable to it.”

CLAUSE 61 Sub-Clause (2) is deleted and substituted by the following:

- (2) "The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the contract or the execution

of the Works unless before the giving of the Maintenance Certificate under this Clause the Contractor shall have made a claim in writing in respect thereof giving full and detailed particulars of the circumstances giving rise to the claim, of the amount of the claim and of the manner in which such amount is calculated."

CLAUSE 66 Delete existing Clauses 66, 66A – 66D and replace with new clauses 66(1)-(12) below:-

(1) " Avoidance of Disputes"

- (1) In order to overcome where possible the causes of disputes and in those cases where disputes are likely still to arise to facilitate their clear definition and early resolution (whether by agreement or otherwise) the following procedure shall apply for the avoidance and settlement of disputes.

Matter of dissatisfaction

- (2) If at any time:

(a) the Contractor is dissatisfied with any act or instruction of the Engineer's Representative or any other person responsible to the Engineer

or

(b) the Employer or the Contractor is dissatisfied with any decision opinion instruction direction certificate or valuation of the Engineer or with any other matter arising under or in connection with the contract or the carrying out of the Works.

the matter of dissatisfaction shall be referred to the engineer who shall notify his written decision to the Employer and the Contractor within one month of the reference to him.

Disputes

- (3) the Employer and the Contractor agree that no matter shall constitute nor be said to give rise to a dispute unless and until in respect of that matter.

(a) the time for the giving of a decision by the Engineer on a matter of dissatisfaction under Clause 66(2) has expired or the decision given is unacceptable or has not been implemented and in consequence the Employer or the Contractor has served on the other and on the Engineer a notice in writing (hereinafter called the notice of Dispute) or

(b) an adjudicator has given a decision on a dispute under Clause 66(6) and the Employer or the Contractor is not giving effect to the decision, and in consequence the other has served on him and the Engineer a Notice of Dispute

and the dispute shall be that stated in the Notice of dispute. For the purposes of all matters arising under or in connection with the Contract

or the carrying out of the Works the word “dispute” shall be construed accordingly and shall include any difference.

- (4) (a) Notwithstanding the existence of a dispute following the service of a Notice under Clause 66(3) and unless the Contract has already been determined or abandoned the Employer and the Contractor shall continue to perform their obligations.
- (b) The Employer and the Contractor shall give effect forthwith to every decision of
 - (i) the Engineer on a matter of dissatisfaction given under Clause 66(2)and
 - (ii) the adjudicator on a dispute given under Clause 66(6) unless and until that decision is revised by agreement of the Employer and contractor or pursuant to Clause 66.

Conciliation

- (5) (a) The Employer or the Contractor may at any time before service of a Notice to Refer to arbitration under Clause 66(9) by notice in writing seek the agreement of the other for the dispute to be considered under the Institution of Civil Engineers’ Conciliation Procedure (1994) or any amendment or modification thereof being in force at the date of such notice.
- (b) If the other party agrees to this procedure any recommendation of the conciliator shall be deemed to have been accepted as finally determining the dispute by agreement so that the matter is no longer in dispute unless a Notice of Adjudication under Clause 66(6) or a Notice to Refer to arbitration under Clause 66(9) has been served in respect of that dispute not later than 1 month after receipt of the recommendation by the dissenting party.

Adjudication

- (6) (a) The Employer and the Contractor each has the right to refer a dispute as to a matter under the Contract for adjudication and either party may give notice in writing (hereinafter called the Notice of Adjudication) to the other at any time of his intention so to do. the adjudication shall be conducted under the Institution of civil Engineers’ Adjudication Procedure (1997) or any amendment or modification thereof being in force at the time of the said Notice.
- (b) Unless the adjudicator has already been appointed he is to be appointed by a timetable with the object of securing his appointment and referral of the dispute to him within 7 days of such notice.
- (c) The adjudicator shall reach a decision within 28 days of referral or such longer period as is agreed by the parties after the dispute has been referred.

- (d) The adjudicator may extend the period of 28 days by up to 14 days with the consent of the party by whom the dispute was referred.
- (e) The adjudicator shall act impartially.
- (f) The adjudicator may take the initiative in ascertaining the facts and the law.
- (7) The decision of the adjudicator shall be binding until the dispute is finally determined by legal proceedings or by arbitration (if the contract provides for arbitration or the parties otherwise agree to arbitration) or by agreement.
- (8) The adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith and any employee or agent of the adjudicator is similarly not liable.

Arbitration

- (9) (a) All disputes arising under or in connection with the Contract or the carrying out of the works other than failure to give effect to a decision of an adjudicator shall be finally determined by reference or arbitration. The party seeking arbitration shall serve on the other party a notice in writing (called the Notice to Refer) to refer the dispute to arbitration.
- (b) Where an adjudicator has given a decision under Clause 66(6) in respect of the particular dispute the Notice to Refer must be served within three months of the giving of the decision otherwise it shall be final as well as binding.

Appointment of Arbitrator

- (10) (a) The arbitrator shall be a person appointed by agreement of the parties.

President or Vice-President to act

- (b) If the parties fail to appoint an arbitrator within one month of either party serving on the other party a notice in writing (hereinafter called the Notice to Concur) to concur in the appointment of an arbitrator the dispute shall be referred to a person to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.
- (c) If an arbitrator declines the appointment or after appointment is removed by order of a competent court or is incapable of acting or dies and the parties do not within one month of the vacancy arising fill the vacancy then either party may apply to the President for the time being of the Institution of Civil

Engineers to appoint another arbitrator to fill the vacancy.

- (d) In any case where the President for the time being of the Institution of Civil Engineers is not able to exercise the functions conferred on him by this Clause the said functions shall be exercised on his behalf by a Vice-President for the time being of the said Institution.

Arbitration – procedure and powers

- (11) (a) any reference to arbitration under this Clause shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory re-enactment or amendment thereof for the time being in force.

The reference shall be conducted in accordance with the procedure set out in the Appendix to the Form of Tender or any amendment or modification thereof being in force at the time of the appointment of the arbitrator. Such arbitrator shall have full power to open up review and revise any decision opinion instruction direction certificate or valuation of the Engineer or an adjudicator.

- (b) Neither party shall be limited in the arbitration to the evidence or arguments put to the Engineer or to any adjudicator pursuant to Clause 66(2) or 66(6) respectively.
- (c) The award of the arbitrator shall be binding on all parties.
- (d) Unless the parties otherwise agree in writing any reference to arbitration may proceed notwithstanding that the Works are not then complete or alleged to be complete.

Witness

- (12) (a) No decision opinion instruction direction certificate or valuation given by the Engineer shall disqualify him from being called as a witness and giving evidence before a conciliator adjudicator or arbitrator on any matter whatsoever relevant to the dispute.
- (b) All matters and information placed before a conciliator pursuant to a reference under sub-Clause (5) of this Clause shall be deemed to be submitted to him without prejudice and the conciliator shall not be called as witness by the parties or anyone claiming through them in connection with any adjudication arbitration or other legal proceedings arising out of or connected with any adjudication arbitration or other legal proceedings arising out of or connected with any matter so referred to him.”

CLAUSE 67

APPLICATION TO SCOTLAND AND NORTHERN IRELAND

Insert new Clause 67(2)(e) below:-

- “(e) where the Employer or the Contractor wishes to register the decision of an adjudicator in the Books of Council and Session

for preservation and execution the other party shall on being requested to do so forthwith consent to such registration by subscribing the said decision before a witness."

Delete existing Clause 67(4)

CLAUSE 68 In Sub-Clause (2) lines 2 and 3 the words "Employers last known address (or in the event of the Employer being a Company to or at its registered office)", are deleted and substituted by the following: "Civic Offices, Torquay, Devon".

CLAUSE 69 Delete existing sub-Clause 69(1) and insert new sub-Clause 69(1) below:-

"Labour-tax and landfill tax fluctuations"

69 (1) the rates and prices contained in the Bill of Quantities shall be deemed to take account only of the levels and incidence in force at the date for return of tenders of

(a) the taxes levies contributions premiums or refunds (including national insurance contributions but excluding income tax and any levy payable under the Industrial Training Act 1982 or any statutory re-enactment or amendment thereof for the time being in force) which are by law payable by or to the Contractor and his sub-contractors in respect of their workpeople engaged on the Contract and

(b) any landfill tax payable by the Contractor or his sub-contractors pursuant to the Finance Act 1996 (Section 39-71 and Schedule 5) and the Landfill Tax Regulations 1996 or any statutory re-enactment or amendment thereof for the time being in force.

and shall not take account of any level or incidence of the aforesaid matters foreseeable or known to take effect at some later date."

CLAUSE 72 SPECIAL CONDITIONS

The following special conditions form part of the Conditions of Contract.

CLAUSE 73 Corrupt Gifts and Payments of Commission

The Contractor or anyone employed by him or acting on his behalf shall note:

(a) Offer or give or agree to the giving to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Employer or for showing or forbearing to show favour or disfavour of any person in relation to this or any other Contract with the Employer; or

(b) Enter into this or any other Contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless

before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

73(2) Any breach of the above prohibitions or the commission of any offence under the Prevention of Corruption Acts 1889 to 1916 or the giving of any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972 by the Contractor or anyone employed by him or acting on his behalf (whether such breach or offence is with or without the knowledge of the Contractor) in relation to this or any other Contract with the Employer shall entitle the Employer to enter upon the Site under Clause 63 and expel the Contractor therefrom and thereupon the provisions of Clause 63 shall have effect as if such breach or offence as aforesaid were expressed in Clause 63(1) as a ground therefore. In that case the Contractor shall not be entitled to payments on the Contract or Contracts beyond those (if any) provided for by Clause 63. In addition to the costs and expenses recoverable by the Employer as provided for in Clause 63(4) the Employer shall also be entitled to recover from the Contractor any other costs or losses incurred by the Employer consequent upon such entry and expulsion under this Clause and to receive from the Contractor such sum as in the opinion of the Employer represents the amount or value of any gift consideration or commission paid or agreed to be paid in breach of this Clause.

73(3) In every sub-contract of any part of the Works the Contractor shall incorporate such provisions as will impose on the sub-contractor liabilities similar to those imposed on the Contractor by this Clause and such provisions as will entitle the Contractor to the sub-contract on terms equivalent to those contained in Clause 63. In the event of any breach by the sub-contractor of any such provision the Contractor shall without prejudice to any of his obligations under this Contract take action in accordance with the terms of the sub-contract to exercise his rights against the sub-contractor. Failure by the Contractor to take such action shall be grounds for the exercise by the Employer of his right under paragraph (2) of this Clause to enter the Site and expel the Contractor. When the Contractor exercises his rights against a sub-contractor in accordance with the Clause he shall make no claim nor agree to any claim being made on his behalf against the Employer in respect of any consequential delays and extra costs arising from the Contract.

73(4) Any dispute to the amount recoverable by the Employer from the Contractor under this Clause shall be settled in the manner provided by Clause 66.

CLAUSE 74 Recovery of Sums due from the Contractor

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Contractor under the Contract or any other Contract with the Employer.

CLAUSE 75 Accounts for Audit

In accordance with the Employers Standing Order, the Contractor must provide for careful custody of all invoices, time sheets etc., and produce same if and when required by the Employer's Treasurer or to the Employer's Auditor when auditing the Employer's accounts for the financial year in which the final payment is made.

CLAUSE 76 Labour only Sub-Contractor

The Employment on the works by the Contractor of a sub-contractor for labour only is subject to the following conditions:

- (1) That the Contractor shall require the labour only sub-contractor to observe and the sub-contractor shall observe the Clauses hereof relating to the payment of fair wages and the keeping of records.
- (2) That in the event of a default by the labour only sub-contractor the Contractor shall accept responsibility for:
 - (a) wages at the standard rate due (but not paid) to the sub-contractors operatives in respect of time worked on the site during the pay week immediately prior to the default, plus any time worked in the pay week in which the default occurs; and
 - (b) annual and public holidays credit stamps which should have, but have not, been affixed to the cards of the sub-contractor's operatives during the period of their employment on the site.
- (5) The Contractor shall satisfy himself that the operatives employed by the labour only sub-contractor are covered by a current employer's liability insurance policy, which policy shall be produced to the Employer before the commencement of any work by the labour only sub-contractor.

CLAUSE 77 Finance Act, 1971

The Contractor's attention is drawn to Sections 29-31 and Schedule 5 of the 1971 Finance Act. The provisions of this section and schedule are set out in the Board of Inland Revenue Pamphlets IR14 and IR15. The Contractor will be required to satisfy the Employer prior to signing the Contract that he is either a limited company or has a certificate of exemption from the Inland Revenue.

The Contractor is also specifically reminded that it is his duty and responsibility to satisfy himself as to the exemption status of all sub-contractors whether nominated or otherwise.

CLAUSE 78 Provisional Sums

Certain of the provisional sums in the Bill of Quantities or Schedule of Rates may relate to work to be carried out to the order of the Engineer or by the Employer's direct labour organisation. In these cases, the provisional sum will be deducted in whole from the Contract price and the Engineer will place orders for the work and pay all account in connection therewith. The Contractor will not therefore be allowed in relation to these items any additional sums in respect of charges or profits referred to in Clause 58 of the General Conditions.

Should the Contractor require any payment to cover his obligations in connection with any of the above he should include such sums in the General Items of the Bill of Quantities or Schedule of Rates.

CLAUSE 79 NOT USED

CLAUSE 80 Health and Safety at Work - Contractor's Responsibilities

- (1) The Contractor throughout the performance of the Contract shall comply with all the relevant Acts of Parliament, Statutory Regulations, Codes of Practice and all legislation connected therewith or made thereunder or any statutory modification or re-enactment thereof. The Construction (Design & Management) Regulations 2007 shall apply to this Contract.
- (2) The Contractor shall adopt safe methods of work for all operations coming within the scope of the Contract or any associated operations in order to protect the health and safety of their own employees, other employees, including the Employer's employees, and all other persons including members of the public. The safe methods of work shall be no less effective than that required by the Employer's Statement of Health and Safety Policy, the Council's Manual of Health and Safe Systems of Work and relevant HSE Codes of Practice & Guidance Notes.

A copy of the Statement of Health and Safety Policy and the Council's Manual of Health and Safe Systems of Work can be inspected during normal office hours at the Civic Offices, Torquay by prior arrangement with the Engineer. Copies of relevant HSE Codes of Practice and Guidance Notes are available from HMSO.

- (3) The Contractor shall review his Health and Safety Policy and Safe Working Procedures as often as may be necessary and in the light of changing working practices, introduction of new equipment, etc and shall present the Employer with any revisions thereto when they occur.
- (4) The Contractor shall have full regard for the safety of all persons entitled to be associated with the Contract and shall keep all sites, depots, plant, vehicles and machinery (so far as the same is under his control) in an orderly state appropriate to the avoidance of danger to such persons and shall, inter alia, in connection with the Contract provide and maintain at his own cost all lights, guards, fencing, warning signs and watching when and where necessary or required by the Engineer, the Employer's Safety Officer, or by a competent statutory or other authority for the protection or for the safety and convenience of the public or others.

CLAUSE 81(1) Precautions against Pollution of Rivers etc

In executing the works the Contractor shall take all necessary precautions to secure the efficient protection of rivers streams waterways lakes wells or abstraction points and the like, against pollution which may be likely to contaminate water supplies or cause injury to fish or plant life, or to adversely affect the quality or appearance thereof.

(2) Precautions in Carrying out Works

In carrying out the Works the Contractor shall take every precaution to avoid injury to or improper interference with the use of any roads streets canals rivers watercourses sewers drain pipes or cables.

CLAUSE 82 Contractor to Comply with Special Requirements in Relation to Statutory Bodies

The Contractor shall comply with the Special Requirements in relation to Transco, Western Power Distribution, Wales and West Utilities, British Telecom

Plc, South West Water Services Ltd., Environment Agency, Virgin Media, Torbay Council (as local Highway Authority), Environment Agency (as Waste Regulation Authority) and Network Rail Plc as set out in the pages immediately following these Conditions of Contract. Compliance with such Special Requirements shall not relieve the Contractor of any of his other obligations and liabilities under the Contract and fulfilment of such other obligations and liabilities shall not relieve him of his responsibility to comply with the said Special Requirements.

CLAUSE 83 Peacetime Emergencies/Civil Defence

- (1) Where an emergency or disaster involving destruction of or danger to life or property occurs, or is imminent, or there is reasonable ground for apprehending such an emergency or disaster, and the Employer is of opinion that it is likely to affect the whole or part of their area or all or some of the Borough of Torbay's inhabitants and/or where in the event of hostile attack by a foreign power or a threat of such an attack the Employer has a duty to carry out plan for the purposes of civil defence within the meaning of the Civil Defence Act 1948, then:
 - (a) The Contractor shall, immediately on receipt of an instruction from the Engineer, make all its resources organised to carry out its contract (staff including supervisory staff, plant and equipment, materials and premises) available to the Employer to assist in dealing with the emergency, work in pursuit of this sub-Clause being hereafter referred to as "emergency work".
 - (b) All emergency work to be carried out must be authorised by the Engineer.
 - (c) During the period the Contractor is engaged in carrying out emergency work, the whole or part of the work required to be carried out under this Contract may be suspended.
 - (d) Payment for emergency work shall be in accordance with the dayworks schedule incorporated within the Bill of Quantities or Schedule of Rates unless otherwise instructed by the Engineer.
- (2) From time to time and as instructed by the Engineer, the Contractor may be required to be involved in emergency training exercises.

Payment for such training shall be in accordance with the dayworks schedule incorporated within the Bill of Quantities or Schedule of Rates unless otherwise instructed by the Engineer.

CLAUSE 84 ENVIRONMENTAL PROTECTION ACT 1990 - DUTY OF CARE

The Contractor shall be required to comply, in all respects, with the Environmental Protection Act 1990 - Section 34, Duty of Care in conjunction with Control of Pollution (Amendment) Act 1989 - The Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991.

The Contractor will need to be approved as a Registered Waste Carrier by the Waste Regulation Authority and shall forward, to the Manager before the start of the Contract, a copy of his Registered Carriers Certificate.

Before transferring any waste the Contractor shall prepare a Transfer Note for approval and signature by the Manager.

CLAUSE 85 PUBLICITY

The Contractor or any agents or servants in his employ shall not give any information concerning the Works for publication in the press or on radio, television or cinema screen or elsewhere without the written approval of the Engineer.

CLAUSE 86 CONFIDENTIALITY

- a) The Contractor and his employees shall keep confidential any information contained in any material provided to the Contractor by the employer or prepared by the Contractor pursuant to the Contract and shall not make use of such information for his own purposes nor disclose to any person (except as required by law) any such information.
- b) The Contractor shall not dispose nor part with possession of any material provided to him by the Employer pursuant to the Contract or prepared by the Contractor pursuant to the Contract other than in accordance with the express written instructions of the Employer.

CLAUSE 87 DATA PROTECTION ACT 1984

The Contractor shall comply in all respects with the provisions of the Data Protection Act 1984 and will indemnify the Employer against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the Employer for breach of statutory duty under the Act which arises from the use, disclosure or transfer of personal data by the Contractor or his servants or agents.

CLAUSE 88 DEFAULTS

- 88 (1) The Contractor shall perform the work in accordance with the provisions of the Contract. In the event of the Contractor:

- (a) failing to begin or complete within the specified time period any part of the works specified in the Contract Documents or any additional works issued by the Engineer.

OR

- (b) failing to carry out any works to which this Contract relates to the satisfaction of the Engineer.

OR

- (c) failing to comply with any reasonable instruction from the Engineer.

The Engineer may at his discretion serve a notice of default (a Default Notice) under the provisions of this Clause and there shall be deducted from any sum remaining due to the Contractor or from the Contractor's valuation of the amount owing at the end of the valuation period following the issue of the Default Notice or Notices, an amount or amounts ascertained in accordance with the provisions of Clause 88 (b) of these conditions. A Default Notice may cover more than one default at any one time, at the discretion of the Engineer.

- (2) At any time during the Contract period the Engineer may investigate each instance where the Contractor has failed to perform part or the whole of the works in accordance with the provisions of the Contract.

- (3) Where the Engineer is satisfied that in any particular case the Contractor has failed to perform the works in accordance with the provisions of the Contract he shall be entitled to instruct the Contractor to remedy the failure and to comply therewith within such period as the Engineer may determine provided that nothing herein shall oblige the Engineer to issue an instruction under this sub-Clause.
- (4) In the event of the Contractor failing to comply with an instruction of the Engineer issued under sub-Clause (3) of this Clause within the time specified therein the Engineer shall be entitled to serve a Default Notice which shall be sent to the Contractor.
- (5) In the case of a failure to comply with an instruction of the Engineer under sub-Clause (3) or under any other provision of the contract without prejudice to any other remedy continued therein the Employer may by its own or other workmen provide and execute such Works or part thereof which the Contractor has failed to execute to the satisfaction of the Engineer and all costs and charges properly incurred by the Employer in doing so shall on demand, be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.
- (6) Where the Engineer has issued an instruction under sub-Clause (3) thereof the provisions of sub-Clause (5) of this Clause will not be invoked for a period of 24 hours commencing from the time when the omission is first notified to the Contractor unless in the opinion of the Engineer the omission requires correcting immediately in which case the provisions of sub-Clause (5) of this Clause will be invoked in the absence of any response from the Contractor.
- (7) If in the opinion of the Engineer or the Engineers Representative a safety hazard arises during construction of the works, the defect or cause of the hazard shall be rectified immediately.

CLAUSE 89 DEFAULT REMEDIES

- (1) A deduction shall be made by the Engineer from the statement referred to in the Conditions in respect of Default Notice in accordance with the following. This deduction shall be calculated using the following figure.

Deduction from payment of £30 per notice.

- (2) In addition to any deduction which may be made under sub-Clause (1) of this Clause, where more than 25 Default Notices are issued in any 7 day period or more than 75 in any 28 day period, the Employer may terminate the Contract in accordance with the appropriate Conditions of Contract

CLAUSE 90 TRANSFER OF OBLIGATIONS

- (1) The Contractor shall note the Authorities current and future obligations under the Data Protection Act 1998, the Freedom of Information Act 2000, the Human Rights Act 1998, the Disability Discrimination Act 1995 and the Race Relations Act 1976 (all as amended from time to time) and any codes of practice and best practice guidance issues by the Government and the appropriate enforcement agencies.
- (2) The Contractor will comply with the above legislation in so far as it places obligations upon the Contractor in the performance of its obligations under this Contract.

- (3) The Contractor will facilitate the Authority's compliance with the Authority's obligations under these provisions and comply with any reasonable request from the Authority for that purpose.
- (4) The Contractor will act in respect of any person who receives or requests service under this Contract as if the Contractor were a Public Authority for the purpose of the Human Rights Act 1998.
- (5) The Contractor shall note in particular that the Authority may be required to provide information relating to this Contract or the Contractor to a person in order to comply with its obligations under these provisions.

CLAUSE 91 EQUALITIES POLICY

The Contractor must have in operation a current Equalities policy.