

General Conditions of Contract – For Framework Contracts, Call off Contracts and Single Purchase Contracts

Scotland Excel

As a result of the “Review of Public Procurement in Scotland – Report and Recommendations” by John McClelland, Local Authorities in Scotland have agreed to create a Centre of Procurement Expertise known as **Scotland Excel**. The aim of **Scotland Excel** is to achieve Best Value public services by securing significant cost reductions by 2010 through increased collaboration and improved procurement performance, capacity and capability. The formal launch of **Scotland Excel** will take place on 1 April 2008.

Scotland Excel is formed by agreement among Local Authorities throughout Scotland and will be maintained through a Joint Committee under Section 57 of the Local Government (Scotland) Act 1973. The Joint Committee will be comprised of representatives from all of the Member Councils and will be responsible for regulating the operation of **Scotland Excel**. **Scotland Excel** will prepare, negotiate and approve contracts on behalf of the Member Councils or other organisations using **Scotland Excel’s** services. All 32 Local Authorities in Scotland have been given the opportunity to become Members of **Scotland Excel** and will be eligible to purchase against this contract if they join the organisation. A list of bodies entitled to participate in this contract is available on request.

This Contract is being arranged by **Scotland Excel** on behalf of its Member Councils. Tenderers should note that as well as the Member Councils, **Scotland Excel** has a number of Associate Members who will be entitled to participate in the Contract as authorised by the **Scotland Excel** Joint Committee. Any Associate Members who do participate in the Contract must be allowed the same prices, terms and conditions. A list of all bodies entitled to participate in the Contract is available on request and a copy will be provided to the Contractor(s). Throughout the period of the Contract, this list will be updated by **Scotland Excel**.

For the purposes of this Contract the Contracting authority shall be Renfrewshire Council.

General Conditions of Contract For Contracts with any Member Council or organisation using **Scotland Excel** (hereinafter referred to as “**Scotland Excel**”)

SECTION 1

1.1 Definitions and Interpretation

1.1.1 The definitions in this clause shall apply to both the General Conditions of Contract and the Special Conditions of Contract.

1.1.2 The following expressions shall have the meaning given to them hereunder with respect to the interpretation of the contract except where the context otherwise requires:

- a) “The Contract” means an agreement concluded between Renfrewshire Council as the contracting authority for **Scotland Excel** and the Contractor, including these conditions, any supplementary conditions and all specifications and other documents that are relevant to the Contract.
- b) Conditions means the Conditions referred to in the Contract Documentation and any supplementary Conditions and modification thereof.
- c) “Tender Documents” means the Invitation to Tender, Conditions of Tender and any other accompanying documents submitted by the Tenderer relating to the Contract.
- d) “Tender Specification” means the tender specification that has been sent to prospective tenderers.
- e) “Tenderer” means the person or firm completing the tender document.
- f) The “Goods” means all Goods and materials that the Contractor is required under the Contract to supply or does supply or any services or works that he is required to supply under the Contract.
- g) “**Scotland Excel**” is a reference to **Scotland Excel**.
- h) “Council” is a reference to any Councils or associate members of **Scotland Excel** who are entitled to place orders in terms of the Contract.
- i) The Contractor’ means the person who by the Contract undertakes to supply the goods or to render such other service for the Council as is provided by the Contract and where the Contractor is an individual or a partnership the expression shall include the personal representatives of that individual or of the partners or either of them as the case may be and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Council or **Scotland Excel** and

where the context permits, includes a person whom the Council has agreed to allow to participate in the Contract but who is not at the relevant time a party to a Contract.

- j) "Week" means 7 consecutive days starting Monday and ending on the following Sunday.
- k) "Month" means a calendar month.
- l) "Variation" means a variation in the provisions of the Contract made by notice given by the Council.
- m) "Person" includes a Firm or Company.
- n) Any reference to "a signature" or "signed" includes reference to a signature being signed using electronic means.
- o) "Electronic means" refers to electronic equipment for the processing (including digital compression) and storage of data which is transmitted, conveyed and received by radio, by wire, by optical means or by other electromagnetic means.
- p) "Written" or "in writing" means any expression consisting of words or figures which can be read, reproduced and subsequently communicated. It may include information which is transmitted and stored by electronic means.

1.1.3 The masculine includes the feminine.

1.1.4 The singular includes the plural, and vice versa.

1.1.5 Reference to an enactment, order, regulation, or similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation, or instrument.

1.1.6 Any decision act or thing that **Scotland Excel** is required or authorised to take or do under the Contract may be taken or done by any person so authorised either generally or specially by **Scotland Excel**.

1.2 Variation of Contract Conditions

The Conditions of Contract which apply to this Tender may only be varied with the written agreement of **Scotland Excel**. No terms or conditions put forward at any time by Tenderers or Contractors shall form any part of the Contract unless specifically agreed in writing by **Scotland Excel**.

1.3 Capacity to Contract

Tenderers confirm to the best of their knowledge that there are no restrictions of any kind which in any way affect their capacity to contract. If any such restrictions exist or arise, **Scotland Excel** will have the option to terminate any contract which purports to have been entered into with the Tenderer. The Tenderer shall indemnify **Scotland Excel** in full for any resulting loss.

1.4 Submission of Tenders

Tender documents issued to prospective Tenderers may not be passed on to any other party without written permission from **Scotland Excel**.

Paper Tenders

One complete copy of the Tender with no pages omitted must be submitted signed in ink by the Tenderer or by a person authorised by the tenderer. If the signatory is not the Tenderer, the Tender must be accompanied by a letter from the Tenderer confirming that person's authority to bind the Tenderer.

Tenders must be sealed in the addressed envelope provided, and returned to the address specified on the Tender to arrive not later than 12 noon on the closing date stated on the envelope and the Tender Document.

Electronic Tenders

The complete electronic tender with no pages omitted must be submitted signed by the Tenderer or by a person authorised by the Tenderer. If the signatory is not the Tenderer then the Tenderer must provide at time of tendering written confirmation of the signatory's authority to bind the Tenderer.

Completed electronic tenders must be submitted via the e tendering system to arrive not later than 12 noon on the closing date stated on the invitation to Tender and the tender document. LATE OFFERS WILL NOT BE CONSIDERED.

Scotland Excel takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.

Tenderers must not make any mark on the official returning envelope which would identify the Tenderer or disclose any detail of the content of the Tender.

No promotional material or other documentation may be enclosed with any Tender unless required by **Scotland Excel** in the Special Conditions of Contract.

1.5 Entries on the Tender

Paper Tenders

Any clauses, conditions, amendments to specification or other qualifications which a Tenderer wishes to make conditional to an offer MUST be entered by the Tenderer on the YELLOW PAGE of the Tender and not on the Tender document and any clauses, conditions, amendments to specification or other qualifications entered elsewhere on the Tender shall be invalid, unenforceable and shall not form part of any contract which may follow upon this Tender. All entries on the Tender must be electronically generated typewritten or made in ink.

Electronic Tenders

Any clauses, conditions, amendments to specification or other qualifications which a Tenderer wishes to make conditional to an offer MUST be entered by the Tenderer on the COMMENTS Section following the paragraph to which it applies. Any clauses, conditions, amendments to specification or other qualifications entered elsewhere on the Tender shall be invalid, unenforceable and shall not form part of any contract which may follow upon this Tender.

1.6 Scotland Excel Logo

Tenderers must not use the **Scotland Excel** logo or disclose any details of any relationship with **Scotland Excel** to any other party without the prior written consent of **Scotland Excel**.

1.7 Advertising & Marketing Information

Tenderers consent to the receipt of marketing and advertising material by electronic transmission from **Scotland Excel** and/or its approved agents.

1.8 Use of Recycled Materials

Scotland Excel will consider the use of products containing recycled materials whenever these can be purchased at no extra cost and can be used without adverse effect on the service provided.

Paper Tenders

If any products offered include recycled materials, Tenderers must provide details on the YELLOW PAGE of the tender. Samples of such items may be required on request.

Electronic Tenders

If any products offered contain recycled materials, Tenderers must provide details in the SPECIFICATION section of the tender.

In addition, Tenderers must state if any products containing recycled materials can be labelled accordingly at no extra cost.

1.9 Environmental Policy

Tenderers shall not supply any goods or products which may endanger the health of any person, will cause significant damage to the environment during manufacture, disposal or use, which consume a disproportionate amount of energy during manufacture, use or disposal, which cause unnecessary waste, or which contain materials derived from threatened species or environments.

1.10 Equal Opportunities

Tenderers warrant that, to the best of their knowledge and belief, they have complied with all legislative requirements in respect of ensuring equal opportunity in employment.

1.11 Pricing and Payment

Tenders will be regarded as FIRM PRICE OFFERS from the start of the contract period unless the Tenderer states otherwise on the YELLOW PAGE of the Tender. Prices quoted on the Tender must be strictly nett prices, exclusive of Value Added Tax. Prices will include an allowance for all matters in respect of safety, health and welfare and the conditions of employment of work people and all matters relating to

the satisfactory execution of the contract and for insurance of items against loss or damage by fire or by any other cause and against injury to persons and damage to property arising out of or in the course of or caused by the carrying out of the work involved in this contract.

The agreed credit period will be 30days. Payment of valid invoices will be made by the appropriate Director of Finance or equivalent officer in each Council or other organisation using **Scotland Excel** within 30 days of the date of the invoice issued on or after delivery of the goods or performance of the service conforming to the terms and conditions of this Contract.

Tenderers offering settlement discounts for prompt payments of invoices must state such terms on either the YELLOW PAGE of the Tender (paper tender) or in the PRICING Section of the tender (electronic tenders). Any settlement discounts will apply to the nett prices quoted on the Tender.

1.12 Fluctuating Offers

If a fluctuating offer is accepted, **Scotland Excel** will be given not less than Sixty days (60 days) clear written notice of any proposed increase in the contract prices. No increase in prices will be made without the written agreement of **Scotland Excel**. Applications for price increases must comply with any counter-inflation legislation and be accompanied by supporting documentary evidence from an independent source, to the satisfaction of **Scotland Excel**. **Scotland Excel** reserves the right to resile from any contract in whole or in part where **Scotland Excel** considers proposed increases in prices to be unreasonable.

Any decreases in prices must be notified to **Scotland Excel** and applied immediately.

1.13 Validity Period

All offers submitted to **Scotland Excel** must remain open for acceptance for a period of One hundred and twenty (120 days) from the Tender closing date.

1.14 Post Tender Negotiation

After the closing date and time, Tenderers may not supply any unsolicited information. Following evaluation of the Tenders received, **Scotland Excel** reserves

the right, to enter into negotiations, including negotiations on price, with the Tenderer who has submitted the most economically advantageous Tender or where the contract will be awarded on a shared basis with the Tenderers who have submitted the most economically advantageous Tenders.

1.15 Acceptance of Tenders

Scotland Excel is not bound to accept the lowest or any Tender and reserves the right to accept any Tender in whole or in part. Any acceptance will be by the issue of a letter of acceptance on behalf of **Scotland Excel**.

1.16 Estimated Quantities

Any quantities stated in the Tender are approximate and provisional and may be increased or decreased by **Scotland Excel** without invalidating any contract.

1.17 Alternatives

If a Tenderer offers alternatives to the requirements specified in this tender document, it will be the Tenderer's responsibility to demonstrate to **Scotland Excel** that the alternatives are fit for the purpose for which they are required.

1.18 Disclosure of Information

Tenderers are reminded that **Scotland Excel** and the Councils require to comply with the Freedom of Information (Scotland) Act 2002. Further, **Scotland Excel and the Councils** may share any information contained in a Tender with the Office of Fair Trading or any other relevant government regulators.

1.19 Collusion

Scotland Excel reserves the right not to consider a tender and to cancel the contract and recover from the Tenderer the amount of any loss resulting if the Tenderer (or his representative, whether or not with the Tenderer's knowledge) has colluded in tendering for the contract or in tendering or refraining from tendering for any other contract or has used corrupt or illegal practices either in obtaining or executing the contract or any other contract with **Scotland Excel**.

Tenderers must complete the NO COLLUSION CERTIFICATE in the Tender Document.

1.20 Prevention of Corruption

Scotland Excel shall be entitled not to consider a tender and to cancel the contract and recover from the Tenderer any loss resulting if the Tenderer, or any person employed by or acting on behalf of the Tenderer (whether or not with the Tenderer's knowledge), has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing any action in relation to the obtaining or execution of the contract or any other contract with **Scotland Excel** or for showing or refraining from showing favour or disfavour to any person in relation to the contract or any other contract with **Scotland Excel**, or if in relation to any contract with **Scotland Excel**, the Tenderer or any person employed by or acting on behalf of the Tenderer has committed an 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 68 of the Local Government (Scotland) Act 1973.

1.21 Data Protection

Contractors undertake to comply with the provisions of the Data Protection Act 1998 and in particular, warrant that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

1.22 Company Profile

Scotland Excel may, at any time, give the Contractor seven days (7 days) notice in writing requiring the Contractor to provide to **Scotland Excel** the Contractors' Company profile to include a complete list of all companies and organisations affiliated to the Contractor.

1.23 Recovery of Sums Due

If under the contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum due to the Contractor under the contract or any other contract with any Member Council or other organisation using **Scotland Excel**.

1.24 Unauthorised Supply of Goods or Provision of Services

Contractors shall neither perform any services nor supply or deliver any goods without first receiving an official order for such goods and/or materials or services from an authorised officer of the appropriate Member Council or other organisation.

Scotland Excel shall not be liable for the cost of any goods and/or materials or services delivered, supplied or performed if the goods and/or materials or services are not covered by the prior issue of an official order.

1.25 Delivery of Goods

Goods and/or materials must be properly packed and secured and shall be delivered by the Contractor at the time and place or places and in the manner specified in the Special Conditions of Contract or, if not so specified, as specified in an official order in terms of Condition 1.24 hereof. Any goods and/or materials shall remain at the sole risk of the Contractor until delivered to and accepted by an authorised officer on behalf of **Scotland Excel**.

No mechanical offloading, lifting, moving or other equipment nor any other form of assistance will be supplied to the Contractor for the purposes of offloading and placing goods in premises.

Every employee of the Contractor and any subcontractor must clearly display an identity card showing the name and address of the Contractor and bearing the name and a photograph of the employee. Identity cards must be shown before access to premises will be permitted.

Where deliveries are made to schools, the Contractor's employees must report first to the school office and vehicles may be driven through school playgrounds only on the approval and direction of an authorised person.

All goods and/or materials delivered to premises must be accompanied by a receive/delivery note which shall clearly state a description of the goods and/or materials delivered, the quantities of each item and the official order number.

Corresponding invoices must also contain this information.

If any of the goods and/or materials are not delivered within the time or times specified in the special conditions of contract or, where not so specified, in an official order, **Scotland Excel** may, without prejudice to any other remedies, give notice to the Contractor and terminate the contract either in respect of these goods and/or materials or in respect of all goods and/or materials to which the contract relates other than those delivered in accordance with the contract before the date of termination of the contract.

1.26 Failure to Meet Specification

All goods and/or materials supplied to **Scotland Excel** must conform to the agreed specification or may be rejected by **Scotland Excel**.

Unless the specification states otherwise, the goods and/or materials shall be strictly in accordance with the latest relevant British Standards Institution or EU Specification where such exists and to the satisfaction of **Scotland Excel**. Goods and/or materials rejected under this condition shall be removed by the Contractor at their own expense within seven days (7 days) of the date of receipt of notification of rejection. If the Contractor fails to remove them within this period, **Scotland Excel** shall be entitled to return the rejected goods and/or materials or any of them at the Contractors' risk, and recover all costs incurred from the Contractor.

Goods and/or materials rejected under this condition will not have been delivered under the contract and the Contractor shall, within the time for delivery stipulated in the special conditions of contract or official order form or such other time as **Scotland Excel** may allow, deliver, at the Contractors' expense, satisfactory goods and/or materials in place of those rejected.

Nothing in these conditions, or any amendment agreed thereto, will exclude the terms of the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994. If the goods and/or materials or any part thereof are unsatisfactory in the opinion of **Scotland Excel**, then **Scotland Excel** may, at its own discretion, determine the contract as a whole or only in respect of the goods and/or materials which are unsatisfactory.

1.27 Failure to Conform

If the Contractor fails to conform to any terms and conditions of the contract **Scotland Excel** may terminate the contract by giving the Contractor seven days (7 days) notice in writing and may enter into another contract with some other company, firm or person. All losses, expenses, costs and charges incurred in this connection shall be a debt due by the original Contractor to **Scotland Excel** and may be deducted from any monies in the hands of any Members Council(s) or other organisation(s) using **Scotland Excel** or may be recoverable by legal action.

1.28 Determination of Contract

If **Scotland Excel** at any time wishes to determine the contract, notice in writing shall be given to the Contractor and twenty eight days (28 days) after delivery of such notice, the contract, shall in all respects cease and determine.

1.29 Replacement of Rejected Goods and/or Materials

Where **Scotland Excel** has determined the contract under any condition of contract, without prejudice to any other rights available to it, **Scotland Excel** may replace all or any of the goods and/or materials in respect of which the contract was so determined. There shall be recoverable from the Contractor the amount by which the cost of replacing these goods and/or materials exceeds the amount which would have been payable to the Contractor in respect of these goods and/or materials if they had been delivered in accordance with the contract.

1.30 Contractors' Liabilities

Contractors agree to indemnify **Scotland Excel** against death of or bodily injury to any person and loss of or damage to any Council or third party property arising through or in consequence of their operations in supplying and delivering goods or performing or providing services to **Scotland Excel** and as a result of any act of negligence or omission on the part of the Contractor, employees or contractors employed by them.

For the avoidance of doubt, the Contractor's liability is to indemnify **Scotland Excel** and member Councils and other organisations from any claims from employees of the Contractor and any third party as a result of bodily injury, loss of or damage to any property of any nature whatsoever, and includes an indemnity to **Scotland**

Excel in respect of all claims and in respect of costs and expenses reasonably incurred by **Scotland Excel** in the reinstatement of any property lost or damaged.

1.31 Serving of Notices

Any notice or other communication to be served on the Contractor shall be deemed to be duly served (as and when, unless the contrary is proved, the notice or communication would be delivered or received in the ordinary course of post) if posted in a prepaid letter and addressed to the Contractor at the usual or last known place of abode or of conducting business or to any agent of the Contractor.

1.32 Assignment, Subcontracting etc.

No part of the contract will be subcontracted or assigned by the Contractor without the prior written consent of **Scotland Excel**. Any breach hereof shall entitle **Scotland Excel** to determine the whole contract or that part to which the breach relates or take any other remedies available. The agreement by **Scotland Excel** to any assignment or subcontracting of the contract whether in whole or in part shall not relieve the Contractor of the Contractors' liabilities under the contract.

If any Contractor wishes to subcontract, assign or otherwise dispose of the benefit or the burden of the contract or any part thereof, the Contractor shall intimate to **Scotland Excel** the name of the proposed subcontractor or assignee and shall provide all information that **Scotland Excel** may need to consider the Contractor's request.

1.33 Insolvency

Without prejudice to any other rights of **Scotland Excel**, **Scotland Excel** shall have the right to terminate the contract by written notice immediately if the Contractor is:-

- (a) a company and passes a resolution for winding-up or dissolution (other than for, and followed by an amalgamation or reconstruction), or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge, or the company makes a composition or arrangement with its creditors, or the court makes an administration order or a winding-up order, or;

(b) an individual and is apparently insolvent or a petition is appointed for the Contractor's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Contractor, or makes a composition, conveyance or assignment or any arrangement with or for the benefit of creditors, or a trustee or administrator is appointed to manage his affairs: or

(c) a firm or a number of persons acting together in any capacity and a petition is presented for the Contractor to be wound up as an unregistered company , or if any of the events in (a) and (b) of this condition occur in respect of the firm or any partner or any of those persons.

1.34 Health and Safety

Contractors must operate health and safety policies and must perform the contract in accordance with all current Health and Safety legislation.

Scotland Excel must be notified immediately by Contractors of any risks to health or safety which are identified or arise during the contract including any known misuse of any goods supplied.

1.35 Discrimination

The Contractor shall not discriminate unlawfully and shall take all reasonable steps to ensure that all employees, agents and sub-contractors do not breach any legislation on discrimination.

1.36 Arbitration

All disputes, differences or questions which arise between **Scotland Excel** and the Contractor relating to the contract or any matter arising under or out of the contract, other than any matter or thing that, in terms of the contract, the decision of **Scotland Excel** is to be final and conclusive, shall be referred to a single arbiter to be mutually chosen or, failing agreement, the Sheriff of the Sheriffdom of Glasgow and Strathkelvin whose decision shall be final, binding and conclusive. Any reference to arbitration shall be a submission within the meaning of the Arbitration (Scotland) Act 1894.

1.37 Waiver

No failure or delay by **Scotland Excel** to enforce any right or remedy to which **Scotland Excel** is entitled, or to require performance by the Contractor of any of the terms of the Conditions of Contract shall be a waiver of any such right or remedy nor shall it in any way affect the right of **Scotland Excel** to subsequently enforce such provisions.

1.38 Severability of Conditions

If any Condition of Contract to any extent becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Conditions of Contract shall not in any way be affected.

1.39 Conflict with Special Conditions

In the event of any conflict between these General Conditions of Contract and any Special Conditions of Contract the terms of the Special Conditions of Contract shall prevail.

1.40 Headings

Headings to Conditions of Contract are for convenience and shall not affect their interpretation.

1.41 Law of Scotland

All contracts with **Scotland Excel** will be governed by the Law of Scotland and subject to the jurisdiction of the Scottish Courts.

Additional General Conditions for Services Contracts

1.42 Access to Premises

Contractors shall comply with all regulations, safety and security requirements of any premises to which they have access under the contract.

Contractors shall not interfere with nor disrupt the normal day to day activities of the premises without prior written approval on behalf of **Scotland Excel**.

1.43 Contractor's Personnel

Contractors shall provide full particulars as required by **Scotland Excel** of all persons who are or who may at any time be employed on the Contract. Contractors shall take all reasonable steps to avoid changes of staff performing the contract and shall provide **Scotland Excel** with one month's written notice and full particulars of any proposed additional or replacement staff. At any time, **Scotland Excel** may give notice to the Contractor that a person is not to be involved further with the performance of the contract. The decision of **Scotland Excel** regarding the Contractor's personnel shall be final and conclusive.

Contractors will take all necessary steps to avoid unauthorised persons from gaining access to the premises.

1.44 Duty of Care

Contractors shall perform any services under the contract with all reasonable skill, care and diligence and in accordance with all relevant legislative and statutory requirements and industry best practice.

All materials and workmanship shall be to the entire satisfaction of **Scotland Excel** and shall conform with all aspects of the contract.

1.45 Management of the Service

Contractors shall properly manage and monitor performance of the services and shall inform **Scotland Excel** immediately if any aspect of the Contract is not or is not capable of being performed.

Contractors shall provide all the necessary facilities, materials and equipment and suitably qualified and experienced personnel to perform the services.

1.46 Mistakes in Information

Contractors shall be responsible for and shall pay any costs which result due to any discrepancies, errors or omissions in drawings, documentation or other information supplied by them, whether or not such information has been approved by **Scotland Excel**, provided that such discrepancies, errors or omissions are not due to inaccurate drawings or other information supplied to them by **Scotland Excel**.

1.47 Human Rights Act 1998

Contractors shall at all times comply with the obligations which are incumbent upon **Scotland Excel** as a “*public authority*” in terms of the Human Rights Act 1998 (“*the 1998 Act*”) together with any subsequent amendment or re-enactment thereof and of all secondary legislation made under the 1998 Act or any subsequent amendment thereto or re-enactment thereof.

The Contractor shall take all reasonable steps to ensure the observance of this condition by all servants, employees or agents of the Contractor and all Subcontractors engaged by the Contractor.

The Contractor shall indemnify **Scotland Excel** against all losses, costs, expenses & damages and shall keep **Scotland Excel** indemnified against all liabilities, demands, claims, actions or proceedings incurred as a result of an alleged breach of this condition by the Contractor.

Scotland Excel may monitor the Contractor’s compliance with the 1998 Act at periodic intervals during the performance of the Contract.

Scotland Excel may wish to be provided with demonstrable evidence as to how the Tenderer’s intend to secure compliance with the provisions of the 1998 Act.