

**CARMARTHENSHIRE COUNTY COUNCIL
STANDARD GENERAL CONDITIONS OF CONTRACT**

**APPENDIX A – STANDARD GENERAL CONDITIONS
RELATING TO THE SUPPLY OF GOODS**

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STANDARD GENERAL CONDITIONS RELATING TO THE SUPPLY OF GOODS

Interpretation

The Conditions contained herein shall be incorporated into and interpreted in accordance with Carmarthenshire County Council's Standard General Conditions of Contract.

A1. Specification

A1.1 The goods shall be new (unless otherwise specified), of the qualities and kinds described and equal in all respects to the descriptions, specifications, patterns and Contractor's samples which form part of the contract or are otherwise relevant for the purpose of the Contract. Except in so far as may otherwise be indicated by such descriptions, specifications, patterns or Contractor's samples, the Goods shall be strictly in compliance with the latest relevant International, European, or British Statutory Requirements, Laws (governing sale and/or delivery), and Standards, where such exist.

A2. The Goods

A2.1 If required by the Council, samples of Goods shall be submitted by the Contractor to the Council for evaluation and approval at the Contractor's cost and expense and all subsequent deliveries of the Goods shall be equal in quality to or better than approved samples.

A2.2 The Goods shall be fully compatible with the Council's Equipment.

A2.3 The Council relies on the skill and judgment of the Contractor in the supply of the Goods and the carrying out of all of the Contractor's obligations under this Contract.

A3. Identification of Goods

A3.1 All goods, which customarily bear any mark, tab, brand, label or other device indicating place of origin, inspection by any Government or other body or standard of quality must be delivered with all the said marks, tabs, brands, labels or other devices intact.

A4. Packaging

A4.1 The Goods shall be securely packed in trade packages of a type normally used by the Contractor for commercial deliveries of the same or similar goods either in retail or in bulk quantities within the United Kingdom.

A4.2 The following details shall be shown on the outside of every package unless otherwise specified in the Contract:

the Council's order number;

description of the Goods;
quantity in package;
any special directions for storage;
expiry date of contents (where applicable)
batch number;
name of manufacturer.

A4.3 All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

A5. Containers & Pallets

A5.1 The Contractor shall collect without charge any returnable containers (including pallets) within twenty-one days of the date of the relevant delivery note, unless otherwise instructed by the Council. Empty containers not so removed may be returned by the Council at the Contractor's expense or otherwise disposed of at the Council's discretion. Charged containers shall be credited in full by the Contractor upon collection or return.

A6. Delivery

A6.1 The Goods shall be delivered by the Contractor carriage paid in such quantities, in such manner, at such times and to such places as the Council may order in writing from time to time, being times and places within the period and localities specified in the Contract.

A6.2 The time of delivery shall be of the essence where delivery dates are expressly agreed. Failure to deliver on the delivery date shall enable the Council (as its option) to release itself from any obligation to accept or pay for the Goods and/or to cancel all or part of the Contract therefore, in either case without prejudice to its other rights and remedies.

A6.3 In delivering goods and/or service and at all times when on Council premises or premises of which any part is used by the Council in connection with this Contract the Contractor(s) shall take all reasonable care to avoid injury to persons thereon and damage to the property of the Council or property wherein the Council has any interest and shall indemnify the Council, in accordance with Clause 28, against all claims, demands expenses, proceedings, actions, damages and costs occasioned by or arising out of any breach of this Condition.

A6.4 Without prejudice to any other remedies available to the Council whether under the Contract or otherwise if delivery of the Goods shall not have been achieved by the date(s) agreed, specified in the Specification or, where an extension of time has been agreed, the revised date for delivery, the Contractor shall pay to the Council as liquidated damages for each day of delay, after the date for delivery or the revised date for delivery, as applicable, a sum of 5% of the total Price stated in the Contract, up to a maximum amount of 100% of the total Price. Such payment shall be in full and final

settlement of the Contractor's liability for any loss or damage incurred by the Council up to the end of the period in which liquidated damages are payable under this clause in respect of such delay.

A7. Property & Risk

A7.1 The property and risk in the Goods shall pass to the Council when the Goods have been delivered to the Council and unloaded.

A8. Damage in Transit

A8.1 On dispatch of any consignment of the goods, the Contractor shall send to the Council an advice note specifying the means of transport, the place and date of dispatch, and the number of packages. The Contractor shall, free of charge and as quickly as possible, either repair or replace (as the Council shall elect) such of the goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Council, provided that

- (a) in the case of damage to such goods in transit, the Council shall within 14 days of delivery give notice to the Contractor that the goods have been damaged;
- (b) in the case of non-delivery the Council shall (provided that the Council has been advised of the dispatch of the goods) within ten days of the notified date of delivery give notice to the Contractor that the goods have not been delivered.

A9. Inspection, Rejection & Guarantee

A9.1 The Contractor(s) shall permit the Contracting Officer, any Trading Standards Officer or their respective representatives to inspect any delivery ticket and check the quantity and/or quality of the goods at the premises of the Contractor(s) before despatch, during transit or at the point of delivery. This includes the right of such persons to check weigh the vehicle, means weighted with its load, by means of the nearest suitable and available weighing equipment, and weighed again after it has been unloaded by means of the same or other suitable weighing equipment. The Contractor(s) or his servant or agent shall on request give the Officer all reasonable assistance to enable him to check the quantity and/or quality and the country of origin of any goods and to make such inspections as he deems necessary, including inspection of the premises and vehicles of the Contractor(s).

A9.2 The Council may analyse or test or cause to be analysed or tested the articles or materials delivered under this contract and if such articles or materials are found not to be equal to, or to vary from, the standard sample or specification, the cost of such analysis or test shall be borne by the Contractor(s) and the articles or materials delivered will be rejected and the Contractor(s) shall, at his own expense, replace such articles or materials with others of approved quality.

A9.3 A person authorised to order the goods or the Contracting Officer shall be entitled to reject any such goods, which shall not be of the quality required by these Conditions or the supply or delivery of which shall not be in accordance with these Conditions. This authorised person shall have the right to retain a sample of such rejected goods. On notice of rejection the Contractor(s) shall immediately remove such goods so rejected at his own expense, provided that in case the Contractor(s) shall fail so to do the Council shall be entitled to remove the rejected goods and the Contractor(s) shall indemnify the Council against the expense of such removal. Notice of rejection shall, where possible, be given on the day of delivery and may be given by any means to the Contractor(s), his servants or agents, and where requested the supplier shall replace such goods with satisfactory goods.

A9.4 Without prejudice to the operation of Condition A9.5 the Council shall notify the Contractor:

- (a) if the discovery of any defect within fourteen days of its discovery and shall give the Contractor all reasonable opportunities to investigate such defect;
- (b) of any shortage or damage caused in transit and found on delivery within fourteen days of delivery.

A9.5 The Council's right of rejection shall continue irrespective of whether the Council has in law accepted in the Goods. In particular taking delivery, inspection, use of payment by the Council of the goods or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy which the Council may have against the Contractor; provided that the right of rejection shall cease within a reasonable time from the date on which the Council discovers or might reasonably be expected to discover the latent defect of other relevant breach of contract.

A9.6 The issue by the Council of a receipt note for the Goods shall not constitute any acknowledgement of the condition or nature of those Goods.

A9.7 Unless otherwise required in the Council's Invitation to Tender, the Contractor shall guarantee the Goods for the shorter of 12 Months from putting into service or 18 Months from delivery. If the Council shall within such guarantee period or within 25 Working Days thereafter give notice in writing to the Contractor of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Contractor shall (without prejudice to any other rights and remedies which the Council may have) as quickly as possible remedy such defects (whether by repair or replacement as the Council shall elect) without cost to the Council.

A9.8 Any Goods rejected or returned by the Council as described in clause A9.3 shall be returned to the Contractor at the Contractor's risk and expense.

A10 Default by Contractor

A10.1 Without prejudice to any other right or remedy if the Contractor does not deliver the Goods or any part of them within the times specified in the Contract, the Council may:

- (a) terminate the Contract and purchase other goods/services of the same or similar description to make good such default;
- (b) recover from the Contractor the amount by which the cost of so purchasing other goods/services exceeds the amount which would have been payable to the Contractor in respect of the Goods/Services replaced by such purchase.

A11. Manner of Carrying out the Installation Work

A11.1 The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Council's Premises without obtaining prior Approval.

A11.2 Access to the Council's Premises shall not be exclusive to the Contractor but shall be limited to such Staff and Contractor's suppliers as are necessary to enable the performance of the Contract concurrently with the execution of work by others. The Contractor shall co-operate with such others as the Council may reasonably require.

A11.3 The Council shall have the right at any time during the progress of the Contract to order in writing:

- (a) the removal from the Council's Premises of any materials which in the opinion of the Council are either hazardous, noxious or not in accordance with the Contract; and/or
- (b) the substitution of proper and suitable materials; and/or
- (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment thereof for any work or Goods which, in respect of material or workmanship, is not in the opinion of the Council in accordance with the Contract.

A11.4 On completion of the Contract the Contractor shall remove the Contractor's plant, equipment and unused materials and shall clear away from the Council's Premises all rubbish arising out of the Contract and leave the Council's Premises in a neat and tidy condition.

A12 Warranties and Representations in the Goods

A12.1 The Contractor warrants and represents that: -

- (a) the Goods shall be to the reasonable satisfaction of the Council;
- (b) the Goods shall conform in all respects with any sample approved by the Council in the absence of a sample, all

Goods supplied shall be within the normal limits of industrial quality;

- (c) the Goods shall operate in accordance with the relevant technical specifications and shall correspond with the requirements of the Specification and with any particulars specified in this Contract;
- (d) the Goods shall conform in all respects with the requirements of the Law;
- (e) the Goods shall be free from defects in design, materials and workmanship and be fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Contractor by the Council;
