

ROCHFORD DISTRICT COUNCIL

GROUNDS MAINTENANCE CONTRACT

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FORM OF TENDER
ROCHFORD DISTRICT COUNCIL
GROUNDS MAINTENANCE CONTRACT

Form of Tender

1. To: Rochford District Council

Having examined the Tender Documents, the Conditions of Contract, the Specifications and the Bill of Quantities, for the provisions of a Grounds Maintenance Service.

WeLimited/PLC

Hereby offer to provide the Service in accordance with the Conditions of Contract the specifications and the Bill of Quantities for the initial Annual Sum of.....

.....

(Insert in words and figures (exclusive of VAT))

2. We hereby warrant and represent to and undertake with the Council that:-
- 2.1 We have not directly or indirectly canvassed any Member or Official of the Council with a view to gaining more favourable consideration of our Tender;
- 2.2 All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or his employees in connection with the Tenderer's Form of Tender (and without prejudice to the generality hereof) particularly the Collusive Tendering Certificate are true, complete and accurate in all respects;
- 2.3 We have not submitted the Form of Tender or entered into the Contract in reliance upon any representation or statement (whether made orally or in writing) which may have been made by the Council or on the Council's behalf except as may be **contained** in the Tender Documents;
- 2.4 We have full power and authority to enter into the Contract and carry out the Services;
- 2.5 We have sound financial standing and have sufficient working capital available to carry out the Services in accordance with the Contract for the entire duration of the Contract Period;

ROCHFORD DISTRICT COUNCIL
GROUNDS MAINTENANCE CONTRACT

THIS CONTRACT is made theday of..... between
Rochford District Council of the one part andof
.....(insert address) of the other part.

WHEREAS:-

- A. The Council wishes to have performed the Services set out in the Contract and
- B. The Contractor is willing to perform the Services in accordance therewith

NOW IT IS HEREBY AGREED between the Council and the Contractor as follows:-

- (a) This Contract shall be read and construed together with the Tender submitted by the Contractor for the performance of the service, the Instructions to Tenderers, the specifications and the price Bill of Quantities which shall be deemed to form part of this Contract.
- (b) This Contract together with the Schedules and Appendices hereto constitutes the sole contract or agreement between the Council and the Contractor for the performance by the Contractor of the Services;
- (c) The Contractor shall perform the Services in accordance with the Contract and to the satisfaction of the Council for a period of five years from the **date**
- (d) So long as the Contractor shall continue to perform the services in accordance with the Contract and to the satisfaction of the Council the Council shall make to the Contractor the payments provided by this Contract.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The COMMON SEAL of ROCHFORD)
DISTRICT COUNCIL was hereunto)
Affixed in the presence of:-)

The COMMON SEAL of)
.....)
.....)
was hereunto affixed in the presence of)

Director
Secretary

Guarantee and Indemnity Undertaking

1. By a Holding Company

To:- ROCHFORD DISTRICT COUNCIL

WE, being the ultimate holding company of our subsidiary company, hereby unconditionally and irrevocably undertake that in the event of the Form of Tender submitted by

(Name of Tenderer)

being accepted by you in accordance with the Tender conditions, we

(Name of Holding Company)

will forthwith upon request properly execute and deliver to you a deed of guarantee and indemnity in the form attached hereto.

DATED this day of

THE COMMON SEAL of the)

Was hereunto affixed in)
the presence of:)

Director

Secretary

SIGNED and DELIVERED
as a Deed in the presence of

Certificate Relating to Insurance

1. TO: ROCHFORD DISTRICT COUNCIL

Contractor:.....

Contract: Grounds Maintenance

Policy No:

Period of Contract

2. THIS IS TO CERTIFY THAT the above numbered policy, subject to any limitations or exclusions specified below, holds the Contractor covered in respect of the Conditions of the Contract for Grounds Maintenance Service in the Rochford District for the period referred above.

3. THE insurance in respect of the Contract is in force from:-
until

4. We have noted your interest on the policy in respect of the aforementioned risks and we undertake to inform you immediately if the insurance is discounted before its expiry date.

5. Special exclusions or limitations (if any):

6. Insurers:

Address:

.....

Insurer's Signature*

* The signature shall be that of the General Manager or Secretary of the Company effecting the insurance; the signature of an insurance broker is not acceptable.

7. N.B. The Contractor shall note that irrespective of the completion of this certificate the insurance policies and premium receipts must still be produced to the Supervising Officer.