



Tupton Parish Council

Serving the people of Tupton

Grounds Maintenance Tender

1 DECEMBER 2024 – 30 NOVEMBER 2027

Opening Date: 11 September 2024 Closing Date: 1 November 2024

TENDER PACK FOR PROVISION OF GROUNDS MAINTENANCE SERVICES. FOR REVIEW IN AUGUST 2027.

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Invitation to Tender

Tupton Parish Council is committed to providing a high standard when maintaining local open spaces and our general environment.

Further to your expression of interest please find the relevant details. Maps of the areas have been included for your reference, but you are strongly advised to visit each site prior to submitting your quotation.

Within the document is the specification for each of the areas. Please provide the costs (Exc. VAT) associated with required items.

You are welcome to tender on any or all aspects. Depending on quotes received the final contract offer may be amended based on the quotes received.

The Parish Council is not obliged to accept the lowest offer, and decisions will be taken based on quality of work and demonstration of capacity as well as pricing.

Please ensure the completed form is received by 5pm on 1 November 2024.

If you have any questions or would like to arrange a site visit with a member of staff then please contact either the Parish Clerk, Mrs Ruth Price, on 07587 107122 or Cllr David Hancock on 07703 437180 (in order to protect the integrity of the tender process, Cllr Hancock has agreed to provide support to those wishing to submit a tender and has waived his right to participate in the decision making process).

Completed forms should be addressed to:

Grounds Maintenance Tenders

Tupton Parish Council

117 Station Road

North Wingfield

Chesterfield

S42 5JQ

Important Note:

If you are hand delivering your tender, or handing it directly to an officer of the council, please ensure that it is in a sealed envelope and addressed as above. All tenders are opened at the same time under dual control to ensure the integrity of the process.

What Happens Next?

Following the 1st November deadline, the Parish Clerk and Cllr David Hancock will meet to open the tender envelopes. At this point, each Tender will be given a unique reference number (nothing elaborate, just “Contractor A”, “Contractor B” etc) and the Contractor Details section will be redacted. That way, when the Council makes its decision as to which tender to accept, it will be doing so without bias either towards or against any individual contractor.

Cllr Hancock and the Clerk will then allocate scores to each tender, based on pricing. Each component part of the tender will be scored individually – with the lowest priced being awarded 10 points, second lowest 9 points etc. The individual component scores will then be averaged to give each tender an overall pricing score out of 10.

A working group of three councillors will then meet to review the anonymised tenders. They will award points out of 10 based on what has been detailed in both the Capacity and Experience sections of the tender. Each of the three councillors will give their own score out of 10 in each category. Those scores will then be averaged.

The final score for each tender will be weighted 35% on price, 35% on capacity and 30% on experience. As such, each averaged score will then be multiplied by the appropriate weighting factor to give a final score.

The three highest scoring tenders will then be reviewed again by the working group, who will determine which one they feel is the most appropriate to recommend to council. That may be the one with the highest points, or it may be that they feel that the second or third highest scoring one demonstrates that extra value for money. However, their reasoning will be detailed.

The working group’s recommendation will be presented to the full council at the 13th November meeting, at which point the council will either vote to accept the recommendation, or to review the anonymised tenders themselves and opt for an alternative (or they have the right to reject all of the tenders and recommence the process, if none are of sufficient quality or are too expensive).

Only once the decision is made will those councillors participating in the decision-making be advised of the identity of the successful contractor.

The successful contractor will be notified by the Parish Clerk as soon as is practical following the meeting.

Tender Process

Tuption Parish Council Financial Controls and Procurement. Tupton Parish Council Standing Orders (Section 18).

1. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the Council;
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
 - iv. the inspection and copying by councillors and local electors of the
 - v. Council's accounts and/or orders of payments; and whether contracts with an estimated value below £25,000 due to special circumstances are exempt from a tendering process or procurement exercise.
2. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
3. A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds in standing order 18(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity.
4. d. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
 - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
 - ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
 - iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;
 - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
 - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
 - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
5. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
6. A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £181,302 for a public service or supply contract or in excess of £4,551,413 for a public works contract (or other thresholds determined by the European Commission every two years and published in the Official Journal of the European Union (OJEU)) shall comply with the relevant procurement procedures and other requirements in the Public Contracts Regulations 2015 which include advertising the contract opportunity on the Contracts Finder website and in OJEU.
7. A public contract in connection with the supply of gas, heat, electricity, drinking water, transport services, or postal services to the public; or the provision of a port or airport; or the exploration for or extraction of gas, oil or solid fuel with an estimated value in excess of £363,424 for a supply, services or design contract; or in excess of £4,551,413 for a works contract; or £820,370 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in OJEU) shall comply with the relevant procurement procedures and other requirements in the Utilities Contracts Regulations 2016.

Contract Conditions

Extent of Work

The work will be comprised of maintaining the Community Garden, Birkin Park, North Side Recreation Ground, Ford Street Playground Area, the Community Hub environs, Tupton Village Hall environs, the parish council's planters and adopted verges; and general litter picking around the parish.

Machinery and Equipment

The Contractor must provide a high standard when maintaining the grounds. The machinery and equipment must be safe, conform to all relevant standards and be used by trained and competent persons.

Additional Installations/Removals

The council may any time add or remove installations on the open spaces. Unless there is a significant alteration the contract price will not change.

Contract Duration

The contract is for THREE YEARS commencing on 1 December 2024 and will be subject to a review if performance is not acceptable.

Termination

Either party may, without reason, terminate the contact giving a minimum of three months' notice.

The Council may terminate on one month's notice where poor performance has not been remedied within an acceptable time period.

Insurance

The Contractor is required to have a minimum of £5,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Officer prior to commencement of the contract and annually thereafter.

The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party. Any damage caused to any property during the performance of this contract must be reported to the Officer immediately and any costs involved to rectify the damage will be the responsibility of the Contractor.

Payment Terms

The Contractor will issue fortnightly invoices. Under the Council's Financial Regulations, these will be preapproved for payment (unless they exceed any value stated in this contract); and will be paid within seven days.

Health & Safety

The Contractor must be compliant with all relevant Health & Safety and ensure the employees are sufficiently trained and competent. Risk Assessments will need to be submitted before the commencement of the contract.

Key holder

Keys and access codes will be issued to the Contractor for site access. The keys will be signed out by the Parish Clerk when the contract commences and will be signed in at the end of the contract.

If any replacement keys are required during the contract, then the Contractor will be responsible for covering any associated costs.

Notes

- The prices to be included in the Tender are to be for the value of the work described and must be EX VAT.
- A price shall be inserted against each item on the Tender for each element of the contract.
- No alteration to the text of the Tender is to be made by the Contractor tendering. Any amendment could invalidate the form.
- Regular inspections will be carried out by the Parish Clerk (or authorised deputy) throughout the period of the Contract to ensure the work is completed to a high standard and in accordance with this document.
- Invoices presented for payment must include a schedule of the works completed including the date of the work.
- Contractors are asked to contact either the Parish Clerk or Cllr David Hancock if any clarification is required.

Specification of Work

1. Prior to cutting or trimming any area, the Contractor will ensure that the site is free of any significantly large stones and all paper, tins, bottles and other debris on the cutting area; and will check, and ensure the safety, of any fauna which may be hiding/hibernating.
2. The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any such potential hazards.
3. The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass/hedge cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass/hedging not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at their own expense and to the satisfaction of the Council.
4. The Contractor will at all times during the period of the contract ensure that machinery is properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles, any person or animal in the vicinity of operations. The Contractor will provide their staff with all safety equipment (boots, reflective vests etc.) and will ensure that staff use these at all times they are engaged in work for the Council.
5. All grass/hedging will be cut cleanly and evenly without damaging the existing surface and with sufficient overlap between passes of the cutter. The grass height shall be cut to 25mm unless otherwise stated. Hedges should be cut to ensure that they do not prevent an obstacle to passers-by.
6. The Contractor will complete one area of grass/hedge cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure, where applicable, that all clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc.
7. Grass/hedge cutting collection is not applicable for any of the areas listed in this contract.
8. Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
9. Mowing will take place on the full area of grass at the site, up to all path edges, fencing, play equipment, obstacles and any other boundaries.
10. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the ground or grass.
11. Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at their own expense reinstate such damage to the satisfaction of the Council.
12. Mowing/trimming will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting and replaced before the Contractor leaves the site.
13. Mowing around obstructions including seats, trees, fence lines, posts, stones and kerbs will be undertaken using methods, tools and machines as appropriate to ensure neat edges to paths etc.
14. Strimmers/brush-cutters must not be allowed to damage any trees, shrubs etc (except overgrowth being cleared). or permanent or removable fittings; particular attention shall be paid to the bases of play equipment.

15. Playground inspections and maintenance must be conducted to the standards set by the Local Government Association, National Association of Local Councils and Health & Safety Executive. All persons undertaking playground inspections and maintenance must complete all relevant course/s.
16. Litter picking must be undertaken to the reasonable satisfaction of the Council.
17. Waste bins must be emptied regularly based around usage. Some bins may only need emptying once a week, more well-used ones may need to be emptied three times a week.
18. All persons operating machinery/equipment must be appropriately trained, and the Council reserves the right to ask the Contractor to provide adequate proof that their operators are well trained, compliant with Health and Safety legislation and competent in their operating methods.
19. The Contractor shall work within appropriate day light hours.
20. If site access is restricted the Contractor shall inform the Council.
21. Any work not completed to the satisfaction of the Council will be re-done by the Contractor at the Contractor's own expense.
22. Since it is not possible to accurately predict gritting requirements the Contractor will be paid on an hourly basis for, dependent upon the prevailing weather conditions, issues arising, and at the discretion of the Council.

Background Information/Detail

Commercial Mowing

Council notes the seasonal shift in regard to growing patterns over recent years and has identified that the typical grass mowing season is now more accurately late-March until the end of November. In a typical year this would equate to 18 fortnightly cuts.

Council also notes that, during wetter periods it may not be possible to cut the grass, resulting in fewer cuts during a season.

The locations for commercial mowing are shown below, detailing the average cutting time per location. Naturally the first cut will often take longer, while subsequent cuts may be shorter. The average time therefore allows for those variations to be spread across the year.

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum
Birkin Park	2 hours 30 mins	Fortnightly	18	45
Community Hub	2 hours	Fortnightly	18	36
North Side Recreation Ground	3 hours	Fortnightly	18	54

Mulch Mowing, Strimming & Brush Cutting

Council notes the seasonal shift in regard to growing patterns over recent years and has identified that the typical season is now more accurately late-March until the end of November. In a typical year this would equate to 18 fortnightly cuts.

Council also notes that, during wetter periods it may not be possible to cut the grass, resulting in fewer cuts during a season.

The locations for mulch-mowing and strimming are shown below, detailing the average time per location. Naturally the first cut will often take longer, while subsequent cuts may be shorter. The average time therefore allows for those variations to be spread across the year.

The Council also maintains a cultivation licence on a couple of grass verges on Statham Avenue. These are low-level maintenance – mulch mowing and pruning of the planted shrubs.

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum
Birkin Park	2 hours	Fortnightly	18	36
Community Garden	3 hours 30 mins	Fortnightly	18	63
Community Hub	3 hours	Fortnightly	18	54
Ford Street Play Area	2 hours 30 mins	Fortnightly	18	45
North Side Recreation Ground	3 hours	Fortnightly	18	54
Tuption Village Hall	45 minutes	Fortnightly	18	13.5
Verges	2 hours 30 mins	Monthly	9	22.5

Fine Mowing

Fine mowing is required only for the cricket square and wicket during the appropriate season (May – August).

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum
Cricket Square and wicket	2 hours	Fortnightly	9	18

Hedge Trimming and Cutting

For the council's open space, hedge cutting would be undertaken along the appropriate perimeter boundaries. The Farm View footpath relates purely to the Public Right of Way side of the council's allotments. The allotment holders are responsible for all other hedge cutting around the allotment plots.

The contract requires the cuttings to be removed and appropriately disposed of.

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum
Birkin Park	4 hours	Twice per annum	2	8
Community Garden	2 hours	Quarterly	4	8
Community Hub	8 hours	Annually	1	8
Farm View footpath	2 hours	Twice per annum	2	4
North Side Recreation Ground	8 hours	Twice per annum	2	16

General Gardening & Maintenance

The community garden is the heart of the parish. The garden should be the pride of the village and kept neat and tidy at all times.

Duties include:

- Maintaining and pruning the shrubberies and roses
- Weeding
- Planting of bedding plants
- "Dead-heading" and prompt removal of dead plants
- Periodic aerating of soil

Location	Average Duration Per Session	Frequency	Number of sessions per Annum	Total Hours per Annum
Community Garden	3 hours	Fortnightly	24	72

Planters

The Parish administers its own planters and operates both spring/summer and autumn/winter planting schedules – although watering, during the autumn/winter schedule is minimal.

Duties include:

- Planting of bedding plants
- "Dead-heading" and prompt removal of dead plants
- Watering during the warmer, dryer periods
- Strimming grass verges around the planters

Location	Average Duration Per Session	Frequency	Number of sessions per Annum	Total Hours per Annum
Parish-wide	3 hours 15 mins	Weekly	36	117

Playground Inspections

The Parish Council oversees three of the children's playgrounds in the parish (the play area at Longcroft Close is managed by NEDDC).

Training will be provided and paid for by the parish council. A full ROSPA inspection is undertaken annually by a certified inspector.

Duties include:

- Visual inspection of the equipment
- Tactile inspection of the equipment
- Stress-testing
- Completion of relevant documentation

Location	Average Duration Per Session	Frequency	Number of sessions per Annum	Total Hours per Annum
Ford Street Play Area	30 minutes	Weekly	50	75
Birkin Park Play Area	30 minutes	Weekly	50	75
North Side Play Area	30 minutes	Weekly	50	75

Street Duties

Owing to the lack of investment from NEDDC the Council undertakes general litter-picking around the parish. This should take in all areas within the parish boundary on a weekly basis. This is a ten-hour per week job, usually undertaken over five days of two-hours each.

The Parish Council also manages the emptying of several waste bins owned by the Parish Council. These are primarily located in the play areas/parks owned by the council, with an additional bin near the allotments on Nethermoor Road. Typically the bins should be emptied twice weekly. However, those in the community garden, at the Ford Street play area and on Nethermoor Road are well used and may need to be emptied more regularly, while the others may only need emptying once a week.

Additionally, the war memorial needs attention on a monthly basis; and, once a year, the lamppost poppies should be put up around the parish in October and removed in the week following Remembrance Sunday.

Duty (all Parish Wide)	Average Duration Per Session	Frequency	Number of sessions per Annum	Total Hours per Annum
Litter-picking	2 hours	5 time per week	250	500
Emptying Parish Waste Bins	2 hours	Twice weekly	100	200
Tidying War Memorial	45 minutes	Monthly	12	9
Siting & removing of poppies	8	Annually	1	8

Gritting

As it's impossible to predict the weather from one year to another, we're simply asking for an hourly rate. The duties would include:

- Refilling of grit bins
- Delivering of grit to volunteer wardens
- Clearing and gritting priority pavements (typically focusing around food retailers, the pharmacy and GP surgery [if open] and areas populated primarily by vulnerable residents)

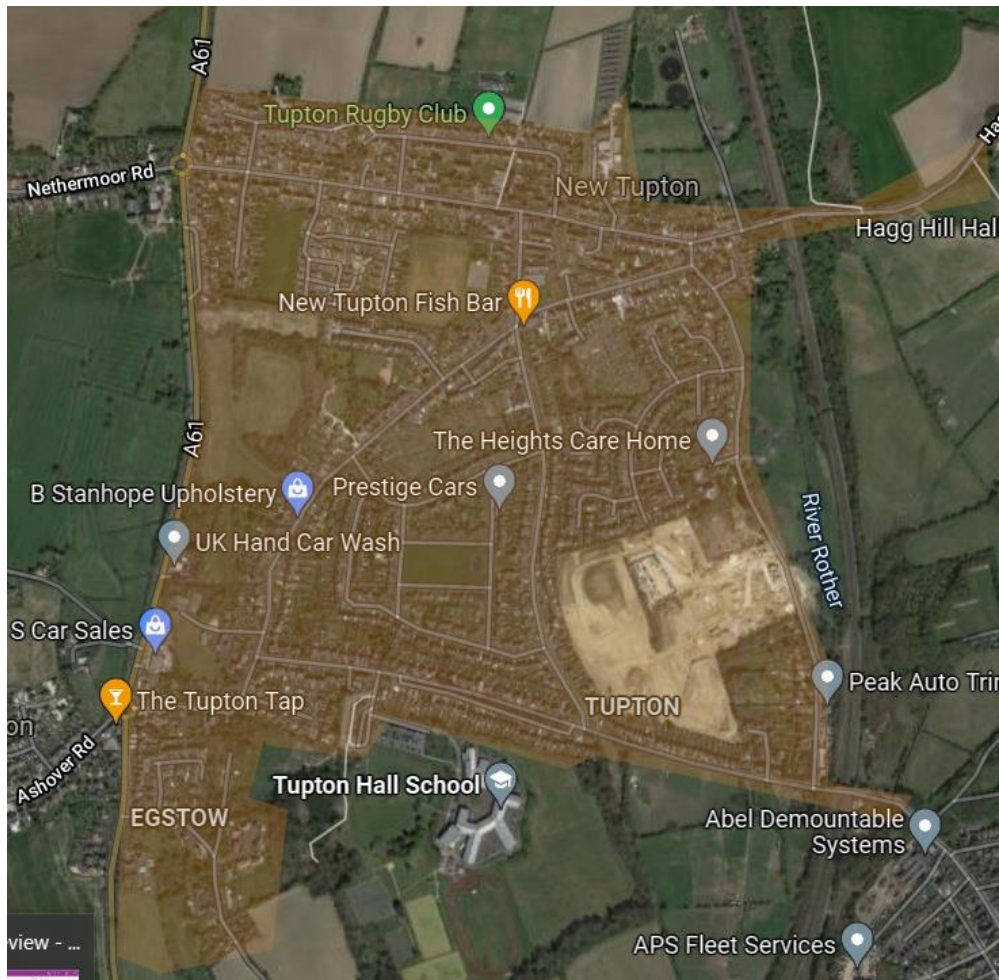
Outside Interests

Sports Clubs

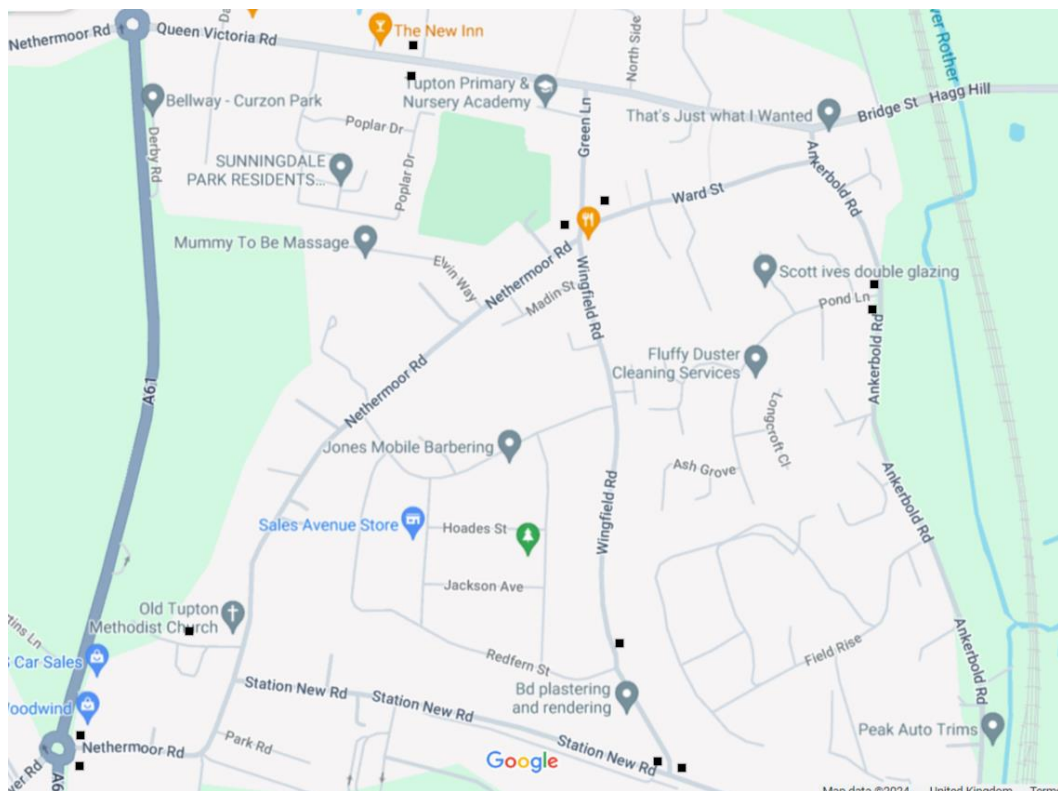
There are several sports clubs within the parish. These primarily use the recreation ground and may approach the successful contractor to undertake additional work on their pitches. These would be private agreements between the clubs and the contractor and would not form part of the contract or billing arrangement with the Parish Council.

Location Plans

Parish Wide



Locations of Planters



Birkin Park



Community Garden



Community Hub



Ford Street Play Area





Tupton Village Hall



Your Tender

Section 1: Cost

Please confirm which elements you wish to tender on, by ticking next to the appropriate heading; and then enter your annual cost in the relevant section underneath.

Note: The pricing element will comprise 35% of the total assessment scoring.



Commercial Mowing

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum	Your Annual Quote
Birkin Park	2 hours 30 mins	Fortnightly	18	45	
Community Hub	2 hours	Fortnightly	18	36	
North Side Recreation Ground	3 hours	Fortnightly	18	54	



Mulch Mowing, Strimming & Brush Cutting

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum	Your Annual Quote
Birkin Park	2 hours	Fortnightly	18	36	
Community Garden	3 hours 30 mins	Fortnightly	18	63	
Community Hub	3 hours	Fortnightly	18	54	
Ford Street Play Area	2 hours 30 mins	Fortnightly	18	45	
North Side Recreation Ground	3 hours	Fortnightly	18	54	
Tupton Village Hall	45 minutes	Fortnightly	18	13.5	
Verges	2 hours 30 mins	Monthly	9	22.5	



Fine Mowing

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum	Your Annual Quote
Cricket Square and wicket	2 hours	Fortnightly	9	18	



Hedge Trimming and Cutting

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum	Your Annual Quote
Birkin Park	4 hours	Twice per annum	2	8	
Community Garden	2 hours	Quarterly	4	8	
Community Hub	8 hours	Annually	1	8	
Farm View footpath	2 hours	Twice per annum	2	4	
North Side Recreation Ground	8 hours	Twice per annum	2	16	



General Gardening and Maintenance

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum	Your Annual Quote
Community Garden	3 hours	Fortnightly	24	72	



Planters

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum	Your Annual Quote
Parish-wide	3 hours 15 mins	Weekly	36	117	



Playground Inspections

Location	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum	Your Annual Quote
Ford Street Play Area	30 minutes	Weekly	50	75	
Birkin Park Play Area	30 minutes	Weekly	50	75	
North Side Play Area	30 minutes	Weekly	50	75	



Street Duties

Duty (All Parish Wide)	Average Duration Per Session	Frequency	Maximum No of cuts per Annum	Total Hours per Annum	Your Annual Quote
Litter-picking	2 hours	5 time per week	250	500	
Emptying Parish Waste Bins	2 hours	Twice weekly	100	200	
Tidying War Memorial	45 minutes	Monthly	12	9	
Siting & removing of poppies	8	Annually	1	8	



Gritting

Please provide a per hour figure

Section 2: Capacity

The Council prefers to work with local small businesses. We also have a responsibility to local taxpayers to ensure that the services continue to be delivered to the highest possible standard should a contractor's business expand, or a key worker becomes ill or takes a well-earned holiday.

Please confirm how you will ensure consistent delivery of services to the Council, throughout the course of the contract.

Note: The capacity element will comprise 35% of the total assessment scoring.

(continue on a blank sheet if necessary)

Please also confirm your distance from Tupton Parish:

☐ <1 mile

☐ 1-3 miles

☐ 3-5 miles

☐ 5-10 miles

☐ >10 miles

Section 3: Experience

Please give details of any experience you have in the following fields, and any other relevant skills you believe would be appropriate:

- Gardening/Landscaping
- Commercial Grounds Maintenance

And provide details of organisations you have worked with.

Note: The experience element will comprise 30% of the total assessment scoring.

(continue on a blank sheet if necessary)

Contractor Details

Contact Name:	
Company Name:	
Address:	
Contact Number:	
Contact Email:	
Website:	
Public Liability Insurance limit:	£
No of staff:	

References

If you have **not** undertaken work for Tupton Parish Council during the last five years, please provide the contact details for two referee organisations.

Reference 1	
Organisation:	
Contact Name:	
Address:	
Email:	
Phone:	

Reference 2	
Organisation:	
Contact Name:	
Address:	
Email:	
Phone:	

Declaration

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works and location plans.

I/We agree to submitting insurance liability and applicable risk assessments if required.

I/We understand that Tupton Parish Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

I/We agree to not discuss the Tender cost with council officers or councillors.

By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained and, if successful are willing to be bound to the contract as expressed.

Signed: _____ Date: _____

Print Name: _____

Position: _____