**Contract 3049**

**Weekend Ground Staff –**

**Rochford District**

Rochford District Council
Council Offices
3-15 South Street
Rochford
Essex SS4 1BW

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**Contract terms & conditions**

**Warranties**

The Contractor in submitting its form of tender warrants and represents to and undertakes with the Council that:

* It has full power and authority to enter into and perform this Agreement;

* The Contractor shall perform its obligations as set out in the ‘purpose of contract’ section and any other task under this Agreement with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
* It has complied in all respects with the conditions of tendering;
* All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Contractor or its employees in connection with the Contractor’s form of tender are true, complete and accurate in all respects;
* It has not submitted a form of tender or entered into the Contract in reliance upon any representation of statement (whether made orally, in writing or otherwise) which may have been made by the Council;
* It is of sound financial standing and has sufficient working capital available to it to carry out the Purpose of the Contract as outlined in this agreement for the entire duration of the contract period;
* It will make available to the Council copies of its audited accounts if so requested by the Council.

**Termination**

Either party may terminate the Agreement for any reason upon giving the other no less than 3 months written notice of termination.

Either party may terminate this Agreement immediately at any time by written notice to the other party if that other party:

* ceases to trade (either in whole, or as to any part or division

involved in the performance of this Agreement); or

* becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or
* a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or

* the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by Agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
* any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).
* provides any false/misleading information during the tendering process that is discovered to be false/misleading at a later date.

Upon termination of the Agreement, any documents, data or other information received by the Contractors in the course of providing the Works should be returned to the Council forthwith.

On expiry or termination of this Agreement, all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

On termination of this Agreement for any reason the Council shall pay the Contractor any such portion of the monies owed to it that relate to the period between the date of the previous invoice and the termination date on a pro rata basis.

**Liability/Insurance**

Nothing in this Agreement shall operate to exclude or limit any party’s liability for:

* death or personal injury caused by its negligence; or
* any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Works Act 1982 ; or
	+ fraud; or
	+ any other liability which cannot be excluded or limited under applicable law.

No party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

The Contractor agrees to indemnify and insure the Council against any loss or damage caused in performing this Agreement, including, but not limited to breach of any of the terms contained within this Agreement.

Without prejudice to his liability to indemnify the Council, the contractor shall maintain and shall cause any sub-contractors to maintain such insurance’s as are necessary to cover the liability of the contractor or of any such sub-contractor provided that nothing in this clause shall impose any liability on the sub-contractor in respect of negligence or breach of duty by others for whom the sub-contractor is not responsible.

The Contractor shall hold a current Public Liability Insurance certificate for no less than £5 million (five million) pounds with a reputable insurance company, which shall be made available for inspection if the Council so requires.

**Data Protection**

The Contractor warrants that, to the extent it processes any Personal Data or Sensitive Personal Data on behalf of the Council:

* it shall act only on instructions from the Council; and
* it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

In this clause, **‘**Personal Data’ and ‘Sensitive Personal Data’ have the meaning given in the Data Protection Act 1998.

**Freedom of Information**

The parties confirm that disclosures required by the Freedom of Information Act 2000 shall be classed as a disclosure required by law under Clause 7.2 so that the obligations of confidentiality do not apply.

The Contractor shall co-operate and assist the Council with disclosures under the Freedom of Information Act 2000 as if it were under identical duties and the Council shall have the right to determine the manner, timing and terms under which such disclosure shall be made, save that nothing in this Clause shall impose an obligation on either party to disclose information which it would be precluded from providing under the said Act.

The Council has no discretion whether or not to disclose information in response to a request under the Freedom of Information Act 2000, unless an exemption applies.  Disclosure decisions will be taken by appropriate officers of the Council having due regard to the exemptions available and the Public Interest (as defined in the Freedom of Information Act 2000).   The Contractor is required to highlight any information which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons, why that view is taken.  In particular, issues concerning trade secrets and commercial sensitivity should be highlighted.

**Corruption**

The Council may cancel the contract and recover any resulting losses from the Contractor, if the contractor, its employees or agents, with or without its knowledge:-

* directly or indirectly improperly offers, promises or gives anyone anything in order to influence the way in which this Agreement .is completed or carried out; or
* commits any offence under the Bribery Act 2010 or section 117 (2) of the Local Government Act 1972.

**Force Majeure**

The definition in this clause applies in this Agreement.

**‘**Force Majeure Event**’** any event arising which is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war).

A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take all reasonable steps to mitigate the effect of the Force Majeure Event.

**Health and Safety**

The Statement of Health and Safety at Work Policy for Rochford District Council will be available on request. This must be followed at all times by the Contractor during the duration of the Agreement.

The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and

safety, which may apply to the Contractor’s members of staff and other persons working on the Premises in the performance of the Agreement.

**Environmental Stewardship**

The Contractor is required to set up the appropriate measures to be agreed with the Council to conserve energy consumption, reduce water consumption.

The electrical design and the fittings used where applicable should be to the highest possible energy efficiency that is economically achievable.

The Contractor must not use any aerosol sprays containing Chloro Fluoro Carbon (CFC).

The contractor must take into account Rochford District Council’s ClimateCO2de Policy and Climate Change and Sustainability Programme in fulfilling the requirements of the Contract.

**Unlawful Discrimination**

The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

The Contractor shall take all reasonable steps to secure the observance of the above clause by all servants, employees or agents of the Contractors and all suppliers and sub-contractors employed in performance of this Agreement.

**Complaints to the Local Government Ombudsman**

The Contractor is advised that in the event of a complaint being lodged with the Local Government Ombudsman relating to any of the works contained in this contract, the Contractor could be subject to investigation by the Ombudsman. If such investigation was carried out, the Contractor would be expected to give his full co-operation. In the event of the Ombudsman finding maladministration and injustice as a result of a fault by the Contractor, or settling a complaint without a formal investigation or report, and the Council are thereby ordered to pay compensation to the complainant, the Council may seek to recover the cost of such compensation from the contractor.

**Financial Regulations**

The Contractor shall retain for a period of two years from the date of the Final Certificate all prime cost records including wages, books, time sheets and receipted invoices for all items relating to this contract. The Authority shall have the right to call for the production of such records at any time during the said period.

**Value Added Tax**

Any sums certified for payment under this contract shall be exclusive of Value Added Tax (VAT).

The Council shall pay to the contractor any output VAT properly chargeable by the Commissioner of Customs and Excise in respect of the supplies to the Council of goods and Works under this contract by the contractor.

The amount of VAT calculated to be chargeable on the supply of goods and Works shall be shown on each certificate for payment issued under the contract and such amount shall be discharged by the Council within the period for payment of certificates.

**Business Continuity**

The Council considers that the failure of the Works could have a significant and detrimental impact upon the operations of the Council.

The Contractor shall maintain up-to-date and robust business continuity plans to ensure that delivery of the Works to the Council will be maintained in the case of disruption (including, but not limited to information technology disruption) to the Contractor’s operations or the operations of the Contractor’s sub-contractors (if any) howsoever caused (“Business Continuity Plans”).

In the case of any business disruption to the Contractor that threatens the delivery of the Works; the Contractor will promptly implement its Business Continuity Plans and notify the Council of the implementation and of the nature and anticipated duration of the disruption.

The Business Continuity Plans shall be available for the Council to inspect and test at any time.

The Business Continuity Plans shall be regularly reviewed and updated during the duration of this Agreement.

**Publicity**

All media releases, public announcements and public disclosures by the Contractor relating to this Agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the Council and approved by the Council prior to release.

**Assignment**

The Contractor may not assign or transfer any of its rights or obligations under this Agreement. The Council may assign or transfer any of its rights or obligations under this Agreement, provided it gives prior written notice to the Contractor.

**Third Party Rights**

The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this agreement is not subject to the consent of any person who is not a party to this agreement.

**Variation and Waiver**

A variation of this agreement shall be in writing and signed by or on behalf of all of the parties to this Agreement.

A waiver of any right under this agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

**Severance**

If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**Governing Law and Jurisdiction**

This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim

1. **GENERAL SPECIFICATIONS**

* 1. **Scope of Contract**

The contractor will be expected to carry out a number of operations, including reinstatement of damaged grass areas, cleaning of sports pavilions, erecting and dismantling goal posts, nets and corner flags, site cleansing, site safety inspections and miscellaneous other duties during the football season every weekend (Saturday and Sunday) unless otherwise stated by the Supervising Officer (S.O.). This will be approximately between 1st September and the 31st May. Commencement and completion dates of this contract will be specified by ‘the Council’.

Typical start times of bookings will be 10:30, 12:30 and 14:30 although this is set as a guide and the council reserves the right to change this at any given notice.

The Supervising Officer reserves the right to stipulate the maximum number of staff needed at any given weekend.

For any callouts made to the S.O. during and weekend, a charge of £50 per callout will be issued to the contractor and will be deducted from the next monthly invoice.

* 1. **Layout of Specification**

The Specification covers weekend operations exclusive to the football season (dates to be set by the council) which are included in the Schedule of Rates pricing schedule and will be paid on a day rate for each member of staff required.

Where appropriate, indicative frequencies of operation have been included which should be used within the Bill of Quantity pricing schedules as a basis for establishing annual sums.

Payments of work undertaken by the contractor will be based upon the rate per member of staff each day included in the Bill of Quantities pricing schedules.

* 1. **Performance Monitoring**

While payment for all works will be based on the Bills of Quantity pricing schedules and schedule of rate costs, the Service Provider will be jointly responsible with the Supervising Officer (hereinafter called ‘S.O.’) for maintaining predefined performance standards.

Each section of the Specification contains a list of monitoring standards. The performance of the Contractor will be measured against these standards.

The S.O. will be issued with a weekend work schedule (i.e. planned work) together with an estimated cost, at least 2 days before the start of each weekend. It is the responsibility of the contractor to ensure that these operations are undertaken in the most effective sequence and manner consistent with maintaining the required standards.

The contractor will be liable for the cost of any rectification works if it is shown that they have either failed to undertake the scheduled operations in the most effective manner or if they have failed to identify the need for additional work and advise the S.O. accordingly.

* 1. **Frequency of Operations**

The S.O. reserves the right to vary or substitute the frequency of operations specified within the Bills of Quantities with payments being adjusted in line with the unit rates quoted.

References to the frequency of operation within this Specification are given as a guide only.

The contractor shall comply with any specific reference contained within the Specification concerning operations that shall take place on particular days of the week or times of day.

The contractor shall attend a monthly meeting with the S.O. during the Contract Period, with a view to monitoring progress.

* 1. **Quality Management**

The Council believes in a total quality approach to its Football/Ground Staff operations. The contractor shall demonstrate at all times during the Contract Period its commitment to maintaining the standards prescribed in the Specification.

* 1. **Working Hours**

The Contractor will only carry out work during Saturdays and Sundays between 08:00 and 17:00 throughout the football season specified by the council. Work outside these times can only be undertaken with the prior permission of the S.O. The contractor shall cater within the tender price for any overtime payments to employees that may be required in order to maintain the Contract Standard. No additional payment will be made for work completed outside the normal working day.

* 1. **Facilities and equipment for Service Provider’s Employees**

The contractor is responsible for the provision of proper shelter, sanitary arrangements, protective clothing and equipment and first aid equipment for all operatives employed by the contractor on this Contract.

* 1. **Employee Safety**

The contractor and all its employees shall comply with all relevant employee safety legislation including the Health and Safety at Work Act and COSHH Regulations. The contractor shall also adhere to all Codes of Practice and safety procedures adopted by the Council and any amendments to them.

The contractor shall maintain a record of all notifiable injuries, notifiable diseases and fatalities, dangerous or potentially dangerous incidents. The contractor shall notify the Health and Safety Executive of every notifiable incident. Copies of all correspondence between the contractor and the Health and Safety Executive shall be referred to the S.O. on every occasion.

* 1. **Public Safety**

The contractor is to ensure that public safety is not adversely affected by its operations.

The contractor is liable for any accident, injury or occurrence attributable to its operation.

* 1. **Inclement weather**

The contractor shall make every effort to keep to the programme of work provided by the S.O. The Contractor is expected to have catered for inclement weather within the tender price. The S.O. may require certain operations to cease if the weather is unsuitable for those tasks and may result in weekend booking to be cancelled. All ceased tasks will continue the following weekend unless otherwise stated by the S.O.

* 1. **Events**

The Council holds or allows events to be staffed within its parks and recreation grounds. Advance notification will be given to the contractor of such events. The S.O. may allow other Service Providers/Contractors to work on the same site. These activities may affect maintenance operations detailed in this Contract. The contractor is expected to have catered for these eventualities within the tender price and the need to alter the programme if necessary which will require the prior consent of the S.O.

* 1. **Labour**

The contractor is encouraged to employ local labour in the running of this contract.

* 1. **Damage caused by the Service Provider**

The contractor is expected to become familiar with the ground conditions and characteristics of all Locations within this Contract. Any damage caused to the ground, on-site artefacts, neighbouring property or vegetation as a result of contractors operations shall be made good, to the satisfaction of the S.O. at the contractors expense. Any damage caused to the contractors Plant is the sole responsibility of the contractor.

* 1. **Vandalism, Damage and Fly Tipping**

Any instances of vandalism, damage to Council premises, property or vegetation or fly tipping shall be reported to the S.O. immediately if seen by the contractor.

* 1. **Location Plans**

A set of plans is provided for each Location in this Contract. The plans will be provided in an electronic format. The Plans are to scale and show the areas where scheduled work is located. The contractor will be provided with one set of Plans prior to the Commencement Date. The S.O. will provide a single replacement plan where the work or the layout of any Location is varied. The costs of additional copies will be the contractor’s responsibility.

The contractor shall notify the S.O. of any areas identified on the Plans that cannot be maintained for any reason. In all instances where doubt may arise the Plans shall take precedence over the Bills of Quantities for calculation of volumes.

* 1. **Access and Constraints**

The contractor shall take all reasonable care to ensure that public access to the location is maintained during the execution of the works.

Access to some Locations may be restricted and the contractor is expected to become familiar with any such constraints. The contractor is responsible for the selection of the appropriate machine type for each Location. No claims will be accepted as a result of inadequate access or on-site constraints.

The contractor shall not drive or park any Vehicle on footways and shall always conform to road traffic regulations.

* 1. **Keys**

The contractor will be provided with a single set of keys that will give access to all areas covered by this Contract. Duplicates may only be made with the permission of the S.O. and shall be obtained at the contractors expense.

For security reasons the contractor shall supply the S.O. with a list of nominated key holders.

The contractor may not change or modify any lock or security device without the prior consent of the S.O.

* 1. **Materials**

The Specification contains a glossary of materials to be used within the operations detailed in this Specification. The contractor shall ensure that the materials listed are used where applicable within the Specification unless prior Agreement has been reached with the S.O. in writing.

Where a specific product has been specified an equal and approved substitute or similar product will be permitted with the prior consent of the S.O.

The S.O. reserves the right to inspect at any time any materials intended for use on this Contract by the contractor. Any materials that are of inferior quality or that to not meet the requirements of this Specification will be rejected by the S.O. and shall be replaced at the contractors expense. Delivery notes and invoices shall be retained and made available for inspection by the S.O. if required.

* 1. **British or Equivalent International Standards**

 The contractor shall ensure that its employees are familiar with the current editions of relevant British Standards, EEC or other international equivalents. The S.O. may require evidence that such documents are available to the contractors supervisory staff.

Where a British Standard has been specified its EEC or other international standard will be acceptable with the prior consent of the S.O.

* 1. **Bonfires**

The contractor shall not light any bonfires except with the written permission of the S.O. Such sites shall be adequately fenced and include warning signs alerting the public to the danger. The procedure set out in the Council’s Code of Practice on Bonfires shall be followed, a copy is available from the S.O.

* 1. **Topsoil**

Topsoil for use in this Contract shall comply with BS 3882 (unless otherwise specified) and shall be classified as screened topsoil suitable for sports pitches with stones no larger than 0.75mm. When placed it shall be free of stones more than 0.75 mm in any diameter and all traces of perennial weed material.

* 1. **Communications**

The contractor shall have access to email and all bookings and schedules shall be communicated through this medium. The contractor shall be able to send and receive emails and be competent in the use of these services.

* 1. **Written Reports**

Whenever a written report from the contractor is specified the relevant report form shall be drafted by the contractor for the prior approval of the S.O.

* 1. **Storage of Equipment and Materials**

All plant, machinery, equipment and materials shall be removed by the contractor from site at the end of each working day unless otherwise permitted by the S.O.

* 1. **Vehicles**

No vehicles shall be driven on any grassed area or pitch at any time throughout this contract unless previously agreed with the S.O.

1. **HEALTH AND SAFETY**
	1. **Public User, Health and Safety**

The contractor must ensure that its operatives are fully trained to a standard whereby the S.O. is satisfied the operation is being carried out to the appropriate skill level and the finished product for the task.

It is the overall objective of the council to maintain facilities on amenity areas and other horticultural features to the agreed standard.

The Councils all embracing objective is to create a regular opportunity in every possible way l recognising that people need the embrace this through leisure activities, thus increasing the quality of life and environmental awareness.

The contractor, through his contractual obligations, should be guided by this basic philosophy as defined above and ensure that this is reflected in the standard of his works.

* 1. **Tools, Equipment and Transport**

All tools, equipment and transport types to be used in the execution of this contract must be approved by the S.O. prior to first time use and must at all times comply with Health and Safety standards. Tools, equipment and transport must be kept in a serviceable condition throughout the life of the contract and always be made available for inspection at the request of the S.O.

* 1. **Management of Health and Safety at Work Regulations**

Regulation 5 of the Management of Health and Safety at Work Regulations (MHSWR) 1999 requires employers to put in place arrangements to control health and safety risks.

Organisations should have, as a minimum, the processes and procedures required to meet their legal requirements;

* A written health and safety policy;
* Assessments of the risks to employees, customers, partners and any other people who could be affected by their activities; and record those findings in writing;
* Display the health and safety law poster; or provide workers with the associated leaflet;
* Arrangements for the effective planning, organisation, control, monitoring and review of preventative and protective measures that come from the assessment of risks;
* Access to competent health and safety advice; and consultation with employees about their risks at work and current preventative and protective measures.
1. **SITE CLEANSING**
	1. **General Requirements**
		1. For the purposes of this specification, the areas to be cleansed shall include, but not be limited to, all hard and soft landscaped areas including roads, paths, entrances, car parks and other paved areas; play areas including all safety surfaced areas, sports areas, paths, grass, shrub, rose and other planted beds; hedge and fence-lines ponds and other water features; ditches; and buildings and pavilions.
		2. For the purposes of this specification the term Litter shall include the removal of all litter, debris, human and animal excrement, animal carcases, syringes, cans, cartons, paper, boxes, glass including broken glass, timber, metal, stones or other matter whatsoever, collected by litter picking and/or sweeping whichever is appropriate to the Location.
		3. For the purposes of this Specification, the term Cleansing shall include the collection of the materials identified in Paragraph 6.1.2 above, from the areas specified in Paragraph 6.1.1 in all the Locations. All the arising’s from the above operations shall be collected and removed by the Service Provider to an authorised and agreed disposal site.
		4. Broken glass shall be collected and removed immediately from grassed areas and hard surfaces and children’s play areas. Fly tipped rubbish up to 7 cubic metres and debris shall be considered as litter and removed from site immediately.
		5. The Cleansing of the Locations shall be carried out to the standards specified in the Code of Practice on Litter and Refuse. The standards contained in the Code of Practice shall be the minimum acceptable to the Council.
		6. The required cleansing standards are in accordance with those defined in the Code of Practice for litter clearance issued under the Environmental Protection Act 1990.
		7. Litter picking shall be carried out before any other operation takes place on site. All litter picking operation shall be completed before 09:30 each day before bookings commence.
		8. A second litter pick shall be carried out at the end of all bookings for each day to ensure no litter is left on site after football matches.
		9. Litter picking will be exclusive to Saturday’s and Sundays throughout the football season. Start and end dates shall be set by the council.
	2. **Emptying Litter Bins**
		1. Litter and dog bins shall be available for use throughout every day of the weekend. The Contractor shall empty the bins to ensure that there is sufficient space in the bin for members of the public to be able to deposit their waste without litter falling onto the ground surrounding the bin.
		2. The emptying of litter bins shall include the removal of the contents of all bins of whatever type and the picking up and removal of any litter that is lying in the immediate vicinity of the bin (within 3 metres). The contractor shall then immediately supply and fit a new plastic bin liner of an approved type. The liner shall be fitted over the insert but inside any decorative outer casing of the bin. The contractor shall note that with some designs of litter bins, bin liners are locked in place.
		3. The Service Provider shall advise the S.O. in writing no later than 09:00 the proceeding Monday of the absence of any metal insert or any other vandalism or damage that has been caused to the bin.
	3. **Dog Bins**
		1. The emptying of dog bins shall include the removal of the contents of bins of whatever type. ( see Appendix 3) The contractor shall then immediately supply and fit a new plastic bin liner of an approved type which is distinctive from rubbish sacks to avoid any cross contamination with other waste at the point of storage or disposal. The liner shall be fitted over the insert but inside any decorative outer casing of the bin.
		2. The Service Provider shall also remove any dog excreta from within 3 metres of the bin using an approved method and place it in the bin. The area shall then be cleared of all other litter and disposed of in accordance with 6.1).
	4. **Litter Picking**
		1. Litter picking shall take place before and after each booking on each day of bookings and shall cover the whole site including but not limited to play areas, sports pitches, hard surface areas, buildings and car parks.
		2. At the end of each day of bookings, the litter pick exercise shall be undertaken to ensure that the site is a Grade A and is ready for the next day of bookings/working day.
		3. No sacks of collected litter shall be left on site at the end of each day of bookings unless previously authorised by the S.O.
		4. Any sharps materials found on site shall be disposed of in the proper manner by trained members of staff with each team/member of staff to be equipped with a sharps box for each site in accordance with Health and Safety.

**KEY PERFORMANCE STANDARDS**

1. All sites to be grade A in accordance with the Code of Practice on Litter and Refuse (Parts 1 and 2) before commencement of any booking at each site for bookings before 09:30 am Saturday and Sunday throughout the football season.
2. All sites to be grade A in accordance with the Code of Practice for Litter and Refuse (Parts 1 and 2) at the end of each Saturday and Sunday after all bookings have been completed.
3. All bins to be empty at the end of any bookings at each site.
4. **Erecting and Dismantling Goal Nets and Corner Flags and Pitch Safety.**
	1. **General**

The contractor will be responsible for the erection of all goal nets before the start of each booking at each site as well as the installation of corner flags. At the end of each booking at each site, the contractor will be responsible for the dismantling of each goal net and the removal of each corner flag which are to be stored in the pavilion in a neat and tidy fashion, ready for the next day of bookings.

The contactor shall allow for the purchase of goal nets, corner flags/posts, goal fixings and net pins and should replace them as necessary.

Initial confirmation of each weekend bookings for each site will be sent via email from the council’s customer service team no later than 17:00pm every Wednesday and final confirmation of booking shall be sent by no later than 11:00am every Friday. Confirmation of booking shall be sent by the contractor to the council by no later than 12:00pm every Friday by method of email. The S.O. reserves the right to cancel any booking at any time and will inform the contractor as soon as reasonably possible of any changes in the weekend schedule.

* 1. **Goal Nets and Corner Flags**

The contractor shall ensure that all goal nets and corner flags are erected on each site for each booking by no later than 09:45 am or 15 minutes before the start of each booking. Goal nets must be fixed to each set of goal posts using plastic arrowhead hooks, plastic net grips or any other non metal fixing device certified by the Football Association and approved by the S.O. These are to be supplied by the contractor.

Nets will be pinned to the ground at the back to achieve the desired shape with pins approved for safe use by the Football Association and the S.O.

At the end of each final booking on each pitch on each site (pitches may have more than one booking per day) all goal nets and corner flags will be dismantled and stored in a neat and tidy fashion in a safe place in the on site pavilion ready for use for the next day of bookings. In any case where a site has no pavilion, the pavilion is out of use or it is not feasible to store equipment, the contractor will be required to provide a safe and accessible storage space.

It is envisaged that each pitch should take no longer than 20 minutes to erect each set of nets and corner flags and no longer than 20 minutes to dismantle nets and flags on each pitch.

* 1. **Goal Post and Pitch Safety**

The contractor shall undertake before each booking a thorough inspection of each site to ensure that the facility is safe for play. An inspection record shall be completed for each pitch and each set of goal posts at the earliest time possible before each booking commences and should contain at a minimum, the following information;

* Inspectors name.
* Site name.
* Pitch number.
* Date of inspection.
* Check for litter and/or broken glass located on or around the playing surface.
* Check for any divots and/or holes or undulations in the playing surface that could cause injury.
* Check for each set of goal posts for missing nuts, bolts, pins and any other loose or missing fixings that could cause injury or failure of goal posts.
* Check for each set of goal posts is securely anchored to the ground.
* Check for any broken or missing net fixings.
* Check for any broken cord in each set of goal nets.
* Check for any bent sections or otherwise damaged parts of each set of goal posts.
* Check for corner flags are in a safe and usable condition.

The inspection sheet shall be recorded and accessible for each day of bookings, each week throughout the football season and available at the request of the S.O. This will be approved by the S.O. prior to start of the football season.

Any defaults found shall be rectified at the contractor’s expense and the contractor shall keep sufficient spare working parts and/or materials either with them or on each site to rectify any issue in accordance with this contract. In the case of large divots or excavations found in the playing surface, the contractor shall use a screened top soil approved by the S.O. to repair this at the contractor’s expense.

Any major defaults that are not repairable on site shall result in the booking being cancelled and the S.O being informed no later than 09:00am the following Monday morning.

**KEY PERFORMANCE STANDARDS**

1. All nets and corner flags are erected at each site for each booking by no later than 09:45 am or 15 minutes before each booking.
2. All nets and corner flags are dismantled and stored in a safe location at the end of each final booking for each pitch on each site.
3. Only approved fixings are used for each set of goal posts and are approved by the S.O.
4. Goal post and pitch safety check must be carried out at the earliest convenience before play commences on each day for each pitch at each site.
5. Goal post and pitch safety check report must be recorded and accessible at any time at the request of the S.O.
6. Any defaults to be reported to the S.O. by no later than 09:00 am the following Monday morning.
7. Confirmation of booking shall be sent in via email to the Customer Service team no later than 12pm Friday mornings.
8. **PAVILION CLEANSING**
	1. **General**

The Contractor shall be responsible for the cleaning of the pavilions specified in the Bills of Quantities throughout the year on a Saturday and Sunday, throughout the football season where each site is in use.

The Contractor shall allow for the purchase of all cleaning and consumable materials including light bulbs, Fluorescent lighting tubes, soap, toilet blocks, paper towels and toilet rolls.

* 1. **Clean Pavilion**

The cleaning operation shall take place as soon as possible and at the end of each day of use (Saturday or Sunday) when all matches have finished and the site/pavilion is free of user of the facilities. Each pavilion shall be left to the standard agreed within this specification at the end of each day (Saturday and Sunday).

The floor of the whole of the building shall be swept using a method approved by the S.O.

Any internal litter bins shall be emptied and all litter and debris collected and removed from site at each maintenance visit to an approved tip. This shall include all debris or litter lying on shelves or ledges.

All areas shall be cleared of mud or other deposits by application of a water solution approved by the S.O.

All doors, door handles and benches shall be wiped down to remove all deposits then rinsed and dried as required.

Mirrors shall be cleaned to remove all stains and produce a high degree of polish.

After removal of main deposits from floors of the corridors and changing rooms the area shall be mopped out. On completion these floors shall be squeegeed or mopped again to remove excess water.

All toilets and urinals within the pavilions shall be cleared of blockages and lifter, grid covers being lifted and cleared of any blockage.

The internal surfaces of toilet bowls and all surfaces of urinals shall be treated with a cleaning Bent and disinfectant approved by the S.O. which will remove all stains and disinfect these surfaces.

All wash basins shall be cleared of debris and cleaned using a cleaning Bent approved by the S.O. Basins shall then be rinsed to remove any staining. All liquid soap holders shall be replenished, where bars of soap are provided these shall be replaced if the existing bar is more than 75% used.

All ledges, doors and walls shall be wiped down using a cleaning Bent approved by the S.O.

The floor of the toilets shall be mopped and rinsed with solutions of cleaning and disinfectant Bents approved by the S.O and applied at the manufacturer’s recommended rate. Once floors have dried the toilets shall again be rinsed and re-mopped to remove excess water and all traces of cleaning Bents.

The contractor shall then spray the surface of urinals and toilets with solutions of de-odorising material of a type approved by the S.O. arid applied at the manufacturer’s recommended rate.

The contractor shall supply and replace toilet rolls in the holders. A spare roll shall be provided if the existing roll is more than 75% used. All paper towel dispensers shall be refilled. New channel blocks shall be placed in urinals and grids replaced. At all times there shall be three whole or part channel blocks in each bay type urinal or one block or part block in each separate urinal.

Having completed all cleaning operations the contractor shall replace all litter bins and inspect the building ensuring that all facilities are in working order. Details of any defects shall be recorded and passed to the S.O. no later than 9am the following Monday. The inspection shall include both the interior and exterior of the building.

All light fittings shall be checked, any inoperative bulbs or strip lights shall be replaced.

All shower heads must give an effective flow of water. In the event of ineffective flow, the head shall be broken down, cleaned and reassembled. Any defects should be reported to the S.O no later then 09:00 am the following Monday morning.

* 1. **Additional Cleaning**

Pavilions may require cleaning on extra occasions over and above the scheduled weekly clean. Additional cleaning shall be completed on a pro rata basis in accordance with the schedule of rates

**KEY PERFORMANCE STANDARDS**

1. All fixtures and fittings in full working order (unless the defect has been previously reported to the S.O.) prior to any booking of the facility.
2. The facility cleaned in accordance with the Specification and in a useable condition prior to any booking of the facility.
3. Sufficient toilet roll and soap blocks available at all times.
4. Litter bins empty prior to the booking of the facility.
5. Defects reported to the S.O. no later than 9am the following Monday.
6. Shower heads giving an effective flow of water.

1. **DEFAULT IN PERFORMANCE**

If at any time from the Commencement Date the Contractor has failed to perform the Services or any part thereof completely in accordance with the Contract, then the Supervising Officer may issue to the Contract Manager a Rectification Notice in accordance with clause 1.1 or may advise the Contractor verbally that certain works may become the subject of a Rectification Notice. Where in the opinion of the Supervising Officer the Rectification Notice Procedure would not be appropriate the Default Notice procedure as set out in Clause 6.2 will apply without a Rectification Notice having first been served.

* 1. **Rectification Notices**
		1. Where the Supervising Officer is satisfied that the Contractor has failed to perform the Services or any part thereof completely in accordance with the Contract he shall be entitled to serve on the Contractor a Rectification Notice giving details of the failure(s) and requiring the Contractor to remedy such failure(s) within a specified period of time.
		2. All Rectification Notices shall contain the following details:-
1. be pre-numbered, dated and signed by the Supervising Officer;
2. give the exact location of the particular site(s) where failure(s) have occurred;
3. give the date and time at which the failure(s) were inspected and/or found to exist;
4. a description of the failure(s) required to be remedied;
5. a description of the action required to remedy the failure(s) and where applicable the methodology to be used;
6. the date and time by which the Rectification Notice must be complied with, (subject to a minimum of one hour from the time of service thereof);
7. a section for the Contractor to advise the date and time by which the work was completed. This should be signed and dated by the Contract Manager or his deputy and a copy thereof sent to the Supervising Officer within 24 hours of compliance with the Rectification Notice.
	* 1. The Contractor shall carry out whatever works are necessary to effectively remedy the failure(s) detailed on each Rectification Notice within the period specified therein.
		2. If the Contractor shall remedy the failure(s) within the period specified then he shall be entitled to full payment for the works without any deduction.
		3. If the Contractor shall fail to remedy the failure(s) within the period specified then the Council shall be entitled to serve a Default Notice in accordance with Clause 6.2 below.
	1. **Default Notice**
		1. Where in the opinion of the Supervising Officer the Rectification Notice procedure is not appropriate.

Or

* + 1. Where after the service of a Rectification Notice the Contractor fails to remedy the failure detailed therein within the period specified, the Supervising Officer will be entitled to serve on the Contractor a Default Notice.
		2. All Default Notices shall contain the following details:-
1. be pre-numbered, dated and signed by the Supervising Officer;
2. the date and reference number of the relevant Rectification Notice if applicable;
3. the exact location of the particular site(s) where failure(s) have occurred or still exist;
4. the date and time at which the failure(s) were re-inspected and/or found to exist;
5. a description of the failure(s) which exist and are required to be remedied;
6. if considered appropriate by the Supervising Officer, a description of the action required to remedy the failure(s).
7. if considered appropriate by the Supervising Officer the date and time by which the Contractor is required to remedy the failure(s), (subject to a minimum of one hour from the time of service thereof);
8. where considered appropriate by the Supervising Officer, the methodology and specification required to be adopted in remedying the failure.
	* 1. The Contractor shall carry out whatever works are necessary to effectively remedy the failure(s) detailed on every Default Notice within the period specified therein.
		2. The Council shall be entitled to deduct the sum of £100 from any payment due to the Contractor for each Default Notice issued whether or not complied with.
		3. If the Contractor fails to comply with a Default Notice within the period specified therein then the Supervising Officer shall be entitled to serve a Notice of Failure in accordance with Clause 6.3.
	1. **Notice of Failure**
		1. If any of the following occurs:-:
9. in the opinion of the Supervising Officer the Contractor without reasonable cause wholly suspends the carrying out of the Services for a period of 24 hours; or
10. the Contractor fails to proceed regularly and diligently in the provision of the Services; or
11. the Contractor fails to comply with a Default Notice served in accordance with Clause 6.2; or
12. TEN Default Notices are served within a 30 day period

then the Supervising Officer may serve on the Contractor a Notice of Failure.

* + 1. A Notice of Failure shall be clearly marked as such and shall be served on the Contractor in accordance with Clause 3.1 hereof.
		2. Upon the service of a Notice of Failure the Council shall be entitled to take any or all of the following actions:-
1. To employ persons other than the Contractor to provide the Services or parts thereof not provided by the Contractor and to vary the Contract, giving details of those parts of the Services no longer required to be carried out by the Contractor and if applicable the period during which the requirement shall have effect.
2. To employ persons other than the Contractor to remedy the failure(s) by the Contractor in providing the services or part or parts thereof.
3. Following the service of a Notice of Failure pursuant to Clause 27.3 the Council shall be entitled to make deduction from payments becoming due to the Contractor by way of damages according to the following:-
4. £250 in respect of each Notice of Failure issued;
5. If persons other than the Contractor are employed to provide the Services or parts thereof
6. all costs incurred by the Council in paying others to perform the Services or parts thereof; and
7. an administrative charge of 20% of the full cost to the Council of paying others, subject to a minimum of £250.
8. **DEFAULT IN PROVISION OF THE SERVICE**
	1. Without prejudice to any other powers of the Council, if the Contractor, for whatever reason fails to provide or perform the Services in whole or in part completely in accordance with the terms of the Contract then without prejudice to any other remedy contained herein the Council may by his own or other workmen provide and perform such Services or part thereof in which the Contractor has made default. The costs and charges incurred by the Council in so doing shall be paid by the Contractor to the Council on demand or may be deducted by the Council from any monies due or which may become due to the Contractor under the provision of this Contract.
9. **TERMINATION**
	1. The Council will be entitled forthwith upon the happening of any of the following events to terminate this Contract:-
10. The service by the Supervising Officer to the Contractor of more than THREE Notices of Failure within a 30 day period:
11. any serious breach by the Contractor of any provision of the Contract;
12. the Contractor having failed to perform a substantial part of the Services for a period of two consecutive weeks; or
13. the Contractor suffering an execution to be levied on his goods or if the Contractor consists of one or more individuals, any such individual dying, entering into a composition or arrangement for the benefit of his creditors or having a receiving order or bankruptcy made against him or if the Contractor consists of a body corporate, the Contractor having a receiver or a receiver and manager appointed or being the subject of a resolution or order for winding up, provided that an amalgamation or reconstruction of a limited company will be deemed not to be a breach of this Clause.
	1. Upon such termination, in addition to such consequences as are set out in the other provisions of the Contract;
14. the Contractor will forthwith cease to perform the Services or any part thereof;
15. the Contractor will fully and promptly indemnify the Council in respect of the costs of causing to be performed such Services as would have been performed by the Contractor during the remainder of the Contract Period to the extent that such cost exceeds such sums as would have been properly payable to the Contractor for performing such Services and for the costs incurred by the Council in seeking and appointing another contractor to provide the Services. The Council will be at liberty to have such Services performed by any persons (whether or not servants of the Council) as the Council will in its entire discretion think fit and will be under no obligation to employ the least expensive method of having such Services performed; and
16. the Council will be under no obligation to make any further payment to the Contractor and will be entitled to retain in its hands any payments which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Council all sums due under or arising from the Contract or to deduct therefrom any sum due from the Contractor to the Council.
	1. Following termination of the Contract (howsoever arising) the Council may re-take possession of any of the Council’s Plant and exercise a lien over any of the Plant, materials or other goods belonging to the Contractor.
	2. Following termination of the Contract the Contractor shall prepare an account setting out the total value of the Services properly executed in accordance with the Contract, such value to be ascertained in accordance with the Contract as if the employment of the Contractor had not been determined.
	3. The provisions of this Condition are without prejudice to any other rights and remedies, which the Council may possess.

**PRICING SCHEDULES**

**EXPLANATORY NOTES**

All units stated in the Bill of Quantities are to be included under day work costs and are to include all operational related costs, i.e. employees, provision of transport, supply of materials, insurances, depot, departmental costs etc., and in addition, the costs associated with:

* Monitoring and liaison meetings
* Site inspections
* Removal of all litter from site and associated costs
* Materials required to undertake each aspect of this contract
* Replacement of any damaged item is this contract where specified

Tenderers should note that the S.O. will stipulate a minimum and maximum number of staff needed for each site and any additional payments for additional staff will be adjusted using the given price for a day rate.

Tenderers should also note that for the purpose of this contract, working days will be split into two when ground staff are only required for morning or afternoon bookings only. This will run as follows:

**Saturday/Sunday Hours**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Start | Finish | Hours |
| Morning | 08:00 | 13:30 | 5.5 |
| Afternoon | 11:00 | 17:30 | 5.5 |
| Full Day | 08:00 | 17:30 | 9.5 |

Booking time will vary depending on each league and number of bookings at each site. Therefore, start and finish times are set as a guide only and are set at full capacity.

**Summary of Prefixes**

**Measure - Total Quantity**

**UOM - Unit of Measurement**

**Sq M - Square Meters**

**BILL OF QUANTITIES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Spec Ref** | **Location** | **Measure** | **UOM** |
|  **King Georges, Ashingdon** |
| 4 | Pitch 1 | 1 | Pitch |
| 4 | Pitch 2 | 1 | Pitch |
| 4 | Pitch 3 | 1 | Pitch |
| 4 | Pitch 4 | 1 | Pitch |
| 4 | Pitch 5 | 1 | Pitch |
| 5 | Pavilion  | 1 | Building |
| 3 | Litter Collection | 72000 | Sq M |
| 3 | Litter Bins | 4 | Item |
| 3 | Dog Bins | 7 | Item |
| **Rochford Rec** |
| 4 | Pitch 1 | 1 | Pitch |
| 4 | Pitch 2 | 1 | Pitch |
| 4 | Pitch 3 | 1 | Pitch |
| 5 | Pavilion  | 1 | Building |
| 3 | Litter Collection | 43792 | Sq M |
| 3 | Litter Bins | 4 | Item |
| 3 | Dog Bins | 4 | Item |
|  **Great Wakering Rec** |
| 4 | Pitch 1 | 1 | Pitch |
| 4 | Pitch 2 | 1 | Pitch |
| 4 | Pitch 3 | 1 | Pitch |
| 4 | Pitch 4 | 1 | Pitch |
| 5 | Pavilion  | 1 | Building |
| 3 | Litter Collection | 60000 | Sq M |
| 3 | Litter Bins | 5 | Item |
| 3 | Dog Bins | 6 | Item |
|  **Fairview Rec, Rayleigh**  |
| 4 | Pitch 1 | 1 | Pitch |
| 4 | Pitch 2 | 1 | Pitch |
| 4 | Pitch 3 | 1 | Pitch |
| 5 | Pavilion  | 1 | Building |
| 3 | Litter Collection | 61560 | Sq M |
| 3 | Litter Bins | 9 | Item |
| 3 | Dog Bins | 6 | Item |
| **St John Fisher, Rayleigh**  |
| 4 | Pitch 1 | 1 | Pitch  |
| 4 | Pitch 2  | 1 | Pitch  |
| 4 | Pitch 3 | 1 | Pitch  |
| 5 | Pavilion  | 1 | Building  |
| 3 | Litter Collection  | 56410 | Sq M |
| 3 | Litter Bins  | 2 | Item  |
| 3 | Dog Bins  | 5 | Item  |

**PREDICTED STAFFING REQUIRMENTS**

|  |
| --- |
| **Estimated Staff Required Week 1** |
|  |  |  |  |  |
|  | Full Sat | Half Sat | Full Sun | Half Sun |
| John Fish | 0 | 0 | 0 | 0 |
| Fairview | 1 | 0 | 0 | 1 |
| Wakering | 0 | 0 | 0 | 1 |
| Ashingdon | 0 | 0 | 0 | 1 |
| Rochford | 0 | 1 | 1 | 0 |
| **Total** | **1** | **1** | **1** | **3** |

|  |
| --- |
| **Estimated Staff Required Week 2** |
|  |  |  |  |  |
|  | Full Sat | Half Sat | Full Sun | Half Sun |
| John Fish | 0 | 0 | 0 | 1 |
| Fairview | 0 | 1 | 0 | 1 |
| Wakering | 0 | 0 | 0 | 1 |
| Ashingdon | 0 | 0 | 0 | 1 |
| Rochford | 0 | 1 | 0 | 1 |
| **Total** | **0** | **2** | **0** | **5** |

|  |
| --- |
| **Predicted Hours per Month** |
|  | Fortnightly | Monthly | Total Monthly Hours |
| Saturday Half Day |  3 |  6 | (6 x 5.5 hours)(a) 33 |
| Saturday Full Day | 1 | 2 | (2 x 9.5 hours)(b) 19 |
| **TOTAL SATURDAY HOURS** | **(a + b) 52** |
| Sunday Half Day | 8 | 16 | (16 x 5.5 hours)(c) 99 |
| Sunday Full Day | 1 | 2 | (2 x 9.5 hours)(d) 19 |
| **TOTAL SUNDAY HOURS** | **(c + d) 107** |

**PRICE SPECIFICATION - CONTRACT TENDER SUM**

Hourly rate for the provision of ground staff operative, per operative. This is to include cost of all materials required for works set out in this contract.

**SATURDAY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Predicted Monthly Hours** | **\*\*** | **Predicted Hours for Duration of Contract** | **Price Per Hour £** | **Total Saturday Cost £** |
| 52 | 8 | 416 |  | a) |

**\*\* Please note – for the purposes of price comparison the above predicted monthly hours will be multiplied by 8.**

**SUNDAY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Predicted Monthly Hours** | **\*\*** | **Predicted Hours for Duration of Contract** | **Price Per Hour £** | **Total Sunday Cost £** |
| 107 | 8 | 856 |  | b) |

**\*\* Please note – for the purposes of price comparison the above predicted monthly hours will be multiplied by 8.**

**£**

**CONTRACT TENDER SUM**  (a + b)

Please note – The predicted staffing requirements / hours are illustrative only and have been based on average booking levels for the current season. Staffing requirements are subject to change dependant on actual match bookings and weather conditions and can fluctuate greatly from season to season. As such the Council are unable to guarantee the actual levels of staffing required under this contract.

The Council reserve the right to reduce the number of staff required on any given day in the event of match cancellation. In this instance the Council will pay the hourly rate for actual numbers of staff on site as directed by the SO, with no payment being made in respect of the reduced staffing requirements.

**Contract Tender Procedure**

Where you have any queries about the tender process, tender documents or the proposed contract, please raise these in writing as soon as possible and in any case ideally no later than 10 days before the Closing Date for tenders, to:

 Procurement Department

 Rochford District Council

 3-19 Sounth Street

 Rochford

 Essex

SS4 1BW

 Email: contract@rochford.gov.uk

Where queries have been received, Rochford District Council (RDC) will circulate a copy of the queries and their written reply to all tenderers. The anonymity of all tenderers will be preserved.

Any amendments or modifications to this ITT by RDC will be issued to all Tenderers simultaneously and Tenders will be assumed to take account of any such modifications and amendments. In order to give Tenderers time to take amendments into account in preparing their Tenders, RDC may, at its discretion, extend the Closing Date.

RDC reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.

Rochford District Council will be pleased to receive from you by no later than **Noon on Monday 27th July, 2015**, a bona fide tender for the work in accordance with this tender document and the tender arrangements as listed below. No tender will be considered which is received after the stated time and date.

Full tender documentation comprises of:

* One electronic copy of the Contract tender specifications, including conditions
* One tender return envelope
* One set of plans

The work is to be carried out as fully set out in this document.

All tender documentation as requested **must be fully priced.** In addition, The Form of Tender (page 37) is to be completed and one complete copy of this document is to be returned as part of the Tender submission by the above return date and time. All prices will remain fixed for the duration of the Contract.

All tenders must be delivered sealed in a plain envelope addressed to the Head of Environmental Services, and bearing the words “Tender for Contract No. 3031 (Do Not Open)”, without any name or mark from which the sender might be identified. A return label has been provided. The council does not bind itself to accept any tender.

**Contractor selection criteria**

The contractor should complete the attached pricing schedule in full and provide a written reference for works of a similar scope and size.

The tendered price should be on the basis that this is a fixed price, sealed bid contract and that any interested contractor should carry out sufficient surveys and investigations to satisfy themselves on the requirements and site conditions prior to completing this tender process.

The contractor selected from this invitation to tender will be selected on the basis:

* That all the required information has been duly completed in time.
* The lowest fixed price fully completed tender
* The reference provided is acceptable to the responsible officer. This will be scored on a PASS / FAIL basis.

Tender returns that include caveats that limit the scope of delivery or the price will not be considered.

Any tender return that arrives after the closing time, in an envelope other than that supplied or incorrectly sealed or containing any inappropriate markings on the outside identifying the contractor will be noted and not considered in the selection process.

**Form of Tender – Contract No: 3049**

To: **Marcus Hotten, Assistant Director for Environmental Services,**

**Rochford District Council, Council Offices, South Street, Rochford, Essex SS4 1BW**

**I/We the undersigned hereby undertake and agree to execute the whole of the works as set out in this tender submission in accordance with the tender documents**

**I/We hereby declare that:**

**(1) This is a bona fide tender intended to be competitive and the amount of the tender has not been fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.**

**(2) The amount or appropriate amount of the proposed tender has not been communicated to a person other than the person calling for tenders.**

**(3) I/We have not entered into any agreement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.**

**I/We agree that this tender shall be open for acceptance within three months from the date for receipt of tenders.**

**If this tender should be accepted I/We hereby agree that this tender, together with your official order, the tender documents will constitute a contract between the Employer and The Contractor.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signature:** |  | **Print Name:** |  |

**For and on behalf of**

|  |  |
| --- | --- |
| **(Company Name)** |  |
|  |  |  |  |  |
| **Address:**  |  |
|  |  |  |  |  |
|  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Company Registration No – at Companies House:**  |  |
|  |  |
| **Date:**  |  |
|  |  |
| **Phone No:**  |  |
|  |  |
| **Fax No:**  |  |