**TENDER FOR: WOODBRIDGE TOWN COUNCIL GROUND MAINTENANCE MEASURED TERM CONTRACT**

**TO: WOODBRIDGE TOWN COUNCIL**

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| I/We |  | |
| carrying on business at | |  |
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Having read the Tender Documents delivered to me/us and having examined the information referred to therein, I/we do hereby offer to execute and complete the whole of the works described within the Specification and Schedule of Rates.

I/We agree that any obvious errors in pricing or errors in arithmetic that may be discovered by the Council in examination of the priced Specification submitted by me/us if called upon so to do before acceptance of this offer shall have no effect on the amount of this offer unless the Council shall otherwise decide. I /We agree that these errors shall be dealt with in accordance with Alternative 2 of JCT Practice Note 2017, i.e., the tenderer should be given details of the errors and afforded an opportunity for confirming or amending their tender.

I/We understand that the lowest or any quotation/tender will not necessarily be accepted, and the Council is not bound to accept any quotation/tender. I/We understand that the Council will not be responsible for any costs howsoever arising therefrom should the Council terminate this procurement at any time for any reason.

My/Our quotation/tender shall remain open for acceptance by the council for three (3) months following the closing date for receipt of quotation/tenders.

I/We **DECLARE** that I am/we are not a party/parties to any scheme or arrangement under which.

1. I/We communicate the amount of my/our quotation/tender to any other person or body before the Contract is let.
2. Any other person(s) quoting/tendering for the Works the subject of my/our quotation/tender is reimbursed any part of their quoting costs.
3. My/Our quotation/tender prices are adjusted by reference directly or indirectly to the prices of any other person(s) quoting/tendering for the Works.

No provision is made in my/our quotation/tender price for any such reimbursement of adjustment.

**I/we undertake in the event of your acceptance of my/our offer to execute with you a JCT Measured Term Contract 2016 Edition embodying all the conditions and terms of the offer.**

And I/We further agree that in the event that my/our tender is accepted by you, the Conditions of Contract together with the other contract documents shall constitute the terms of the agreement between us.

And I/We further undertake to execute a formal Agreement to be prepared at your expense for the proper and complete fulfilment of such tasks as I/we may be requested to carry out.

Unless and until a formal Agreement is prepared and executed, this tender together with your acceptance thereof in writing, shall constitute a binding Contract between us.

I/We include with our Tender a Guarantee Undertaking to enter into a Parent Company Guarantee.

I/We understand and agree that the liability of the guarantor under any such guarantee aforesaid shall not determine until after the expiration of three calendar months from the date of completion of the last Task to be completed and not then unless all the conditions of the Contract have been fulfilled to the satisfaction of the Authorised Officer and all the obligations and liabilities incurred in the provision of the Task have been duly satisfied.

I/We agree that the insertion by me/us of any conditions qualifying this quotation/tender or any unauthorised alteration to any of the Tender Documents shall not affect the Articles of Agreement or the Conditions of Contract and may cause the tender to be rejected. Should any unauthorised alteration, amendment, note or addition be made to any of the Tender Documents the original text of the documents shall apply.

If applicable I/we agree to undertake to obtain a surety for the completion of the Contracts such surety to be obtained on the conditions set out in the Preliminaries to the Specification. In this connection I/we further undertake, when requested so to do, to furnish to the Councils surety company, the information referred to herein and I/we agree to furnish the said information notwithstanding that the Council has not at such date informed me/us that they propose to accept my/our tender.

I / We agree that the Council may disclose the Tender information/documentation (submitted to the Council during this Procurement) more widely with other Public Sector Contracting Authorities for the purpose of ensuring effective public sector procurement processes, including the benchmarking of costs against other organisations to ensure value for money is being obtained.

The essence of selective tendering is that the Employer shall receive 'bona fide' competitive tenders from all those tendering. In recognition of this principle, I/We certify that this a *bona fide* tender and that the details of this tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person.

I/We hereby certify that I/we have not canvassed or solicited any member officer or employee of the Employer in connection with the award of this tender or any other tender or proposed award of the tender for this projectand that to the best of my/our knowledge and belief no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future canvas or solicit any member officer or employee of the Employer in connection with this tender or proposed tender for this project and that no person employed by me/us or acting on my/our behalf will do any such act.

I/We certify that to the best of my/our knowledge and belief I/we have complied with all the relevant provisions of the Health and Safety at Work Act 1974 and regulations thereunder.

I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

a. communicate to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium quotation required for the preparation of the Tender;

b. enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;

c. offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender for the said work any act or thing of the sort described above.

In this Form of Tender, the word "person" includes any persons and any body or association, corporate or incorporate; and "any agreement or arrangements" includes any such transaction, formal or informal, and whether legally binding or not. Furthermore, in this Form of Tender the term "sub‑letting" or "Tiers 2 and 3 domestic sub‑ contractors" are synonymous and includes any persons, body, and association, corporate or unincorporated.

Should my/our offer be accepted I/we intend to employ the Tiers 2 and 3 (domestic) sub‑Contractors listed below whom I am/we are fully satisfied are technically proficient and able to carry out the works to the requirements of the project and comply fully with the Employer’s criteria which is as follows:‑

(a) Compliance with relevant Health and Safety legislation and having a safety policy and practice similar to that which the Employer has approved of its own employees.

(b) Financially viable in relation to Building Industry norms and to the standards required by the Employer.

(c) Ability and experience in efficiently organising contracts to meet the time‑scale requirements of the contract.

(d) Ability and experience in producing work of high quality and to the standards set out by the Employer in its' contract documents.

(e) That the sub-contractor complies with all relevant equalities legislation including (but not limited to) the Race Relations Act 1976 and the Race Relations (Amendment) Act 2000, the Asylum and Immigration Act 1996, the Sex Discrimination Act 1975 and the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Age) Regulations 2006, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientations) Regulations 2003 and the 1983 Commission for Racial Equality's Code of Practice for Employment.

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| **Tiers 2 and 3 (Domestic) sub-contractors**  **Profession** | **Name of Company** | **Address and Telephone No.** | **Registration no. with Companies House** |
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**The above table must be completed where applicable**

I/We further agree to make available to your officers such facilities and information as might be required by them to monitor by personal inspection the organisation performance and compliance with the Employer's criteria of the Tiers 2 and 3 (domestic) sub‑contractors listed above.

**RETURN OF TENDER**

Your tender must be uploaded onto the portal by **15:00 on Friday 10th February** along with all the necessary documents required for submission. Each file must be uploaded separately, and the file name must relate to document it refers to.Documents can be uploaded in word and excel; zip files can be uploaded; all signed documents must be returned with manual signatures and scanned in a PDF format.

**Please allow ample time to upload your documents** as the portal will close promptly at the time and date stated above and tenders submitted after the deadline will **not** be accepted.

**Note: Tenders received after the deadline** **WILL NOT be considered.**

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| **Dated this** |  | | **day of** |  | | **20** |  |
| **Name of Provider:** |  | | | | **Company Number:** |  | |
| **Address of Provider:** |  | | | | | | |
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|  |  | | | | | | |
| **Telephone Number:** | |  | | | | | |
| **Email address:** | |  | | | | | |
| **Name of person signing on behalf of the Provider:** | |  | | | | | |
| **Signature of Provider\*:** | |  | | | | | |
|  | | **(Principal/Director/Partner/Company Secretary)** | | | | | |
| **Name of person signing on behalf of the Provider:** | |  | | | | | |
| **Signature of Provider\*:** | |  | | | | | |
|  | | **(Principal/Director/Partner/Company Secretary)** | | | | | |

\* Where the Provider is an incorporated association, the company secretary and a duly authorised director should sign. In the case of a partnership at least two duly authorised partners should sign.