



**GROUND MAINTENANCE AND FLORAL  
DISPLAY CONTRACT**

**WITHIN**

**MALDON TOWN COUNCIL**

**FOR THE PERIOD**

**1 April 2022 TO 31 MARCH 2025**

**THE TENDER**

**CLOSING DATE: 12PM NOON ON THE 28 JANUARY 2022**

**CONTACT DETAILS: The Environment Officer**

**Address: Town Hall, Market Hill, Maldon Essex CM9 4RL**

**Tel: 01621 857 373**

**email: [environmentofficer@maldontowncouncil.gov.uk](mailto:environmentofficer@maldontowncouncil.gov.uk)**

## **The Council's requirement**

The Council is seeking tenders for the grounds maintenance of the three closed churchyards, two gardens, three allotment sites and the trees, hedging and grass in various open spaces within the Town boundary.

The floral displays (planted areas and hanging baskets) within the Town centre are a key feature during Spring and Summer and are an essential element of the Town's character.

The contract will be for an initial period of 3 years, extendable by up to two years, unless terminated as per the Conditions of the Contract and will commence on 1 April 2022.

## **Evaluation**

The Council will evaluate tenders by considering the following principal factors:

- a) compliance with tender documentation;
- b) tender submission including price;
- c) references.

## **Canvassing etc**

Any tenderer who canvasses any member or officer of the Council, whether directly or indirectly, relating to the award of this contract will be disqualified.

A tenderer will also be disqualified if they:

- a) fix or adjusts the amount of the tender by arrangement with any other person or business; or
- b) communicates to any person or business other than the Council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or
- c) agrees with any other person or business that they will agree not to tender or as to the amount of any other tender to be submitted; or
- d) offers or pays any sum of money to any person to induce such a person to accept the tender then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

## **How to complete the tender**

- a) The tender must be calculated with careful reference to the contents of the contract.
- b) Tenderers must also submit with their tender:
  - 1. information about their insurance cover.
  - 2. Details of two referees for whom a similar service has been provided, unless the contractor has carried out work for Maldon Town Council within the past three years. The Council will contact referees as part of the tender evaluation process.

c) Price

1. Use Schedules of Works to calculate your price.
2. The price should be quoted exclusive of VAT.
3. All travelling time and expenses should be included in the tender price.
4. No additional payment will be made in respect of any changes in the cost to the successful tenderer in carrying out the work.
5. No costs incurred in the submission of the tender, producing any supporting information or additional explanations required will be met by the Council, whether the tender is successful or not.

**Compliance with tender documents**

Tenders made must be in accordance with all the contract documentation and no changes should be made to tender documents. Similarly, tenders must not be accompanied by statements making them qualified in any way.

**General**

Any enquiries relating to the contract documents should be addressed to Mrs L Townend, Environment Officer, Maldon Town Council, Town Hall, Market Hill Maldon Essex CM9 4RL.

01621 857 373 or 07883 853 008 [environment@maldontowncouncil.gov.uk](mailto:environment@maldontowncouncil.gov.uk)

**How and where to return the tender**

Tenderers must complete and sign the form of tender. The signatory must be authorised to sign the tender.

Tenders must be returned in a sealed envelope to The Environment Officer, Maldon Town Council, Town Hall, Market Hill Maldon, Essex CM9 4RL **BEFORE 12PM NOON on 28 JANUARY 2022.**

If tenders are delivered by hand a receipt will be issued if requested. THE TENDER ENVELOPE AND ITS FRANKING MUST NOT BEAR ANY INDICATION OF THE TENDERER'S IDENTITY AND THE ENVELOPE MUST ONLY BE MARKED "TENDER FOR GROUNDS MAINTENANCE".

## **DECLARATION**

- You should only complete the tender after you have read and fully understood all the contract documents.
- Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgements in tendering.

**TO: Maldon Town Council, Town Hall, Market Hill, Maldon, Essex CM9 4RL**

1. We tender to carry out the work referred to in the tender documents in accordance with the details set out below. We agree that this tender together with the Council's written acceptance will constitute a contract between us.

2. We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we agree not to do at any time before the tender closing date any of the following:

a) communicating to a person 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 quotations required in connection with the preparation of the tender.

b) entering into any arrangement or agreement with any other person or business that he/they should refrain from tendering or as to the amount of any tender submitted.

c) offering to pay any sum of money or gift to any person for doing any of the acts in (a) or (b).

Signed.....

Name.....

Position in Company .....

Company name .....

Address .....

.....

Telephone .....

Email .....

Please supply the following information, using separate sheets if preferred.

1. **Experience**

2. **Location**

Please give the location of your main office and any branch office if relevant.

3. **Insurance**

Please provide details of your insurance and indemnity cover.

4. **References**

Please provide details (names, addresses, telephone/fax numbers and contact name) of:

(a) two organisations for whom you have provided grounds maintenance works.

NB. If you have carried out grounds maintenance work for Maldon Town Council within the past three years, references are not required.

## **CONTRACT CONDITIONS**

### **1. PAYMENT**

The Contractor will issue monthly invoices for the works carried out which will show VAT separately.

The Council shall consider and verify all invoices submitted by the Contractor in a timely fashion and any undue delay in doing so is not sufficient justification for failing to regard an invoice as valid and undisputed.

### **2. EMPLOYEES**

The Contractor must employ sufficient numbers of appropriately trained and experienced staff to ensure that the service is provided to the agreed standard.

If the Council has grounds for concern about the actions, behaviour or record of any person involved in the provision of the service, the Council shall make representations to the Contractor who shall use its best endeavours to comply with any recommendation made by the Council regarding the provision of the service by that person.

### **3. ASSIGNMENT AND SUB-CONTRACTING**

The Contractor shall not assign or sub-contract the contract or any part of it without the Council's prior written consent.

### **4. INDEMNITY AND INSURANCE**

The Contractor agrees to indemnify the Council against all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of the Contractor's failure to provide the service to the contract standard except where attributable to the Council's own negligence or that of its servants or agents.

The Contractor shall provide evidence of adequate insurance to cover the potential liability in the above which shall be for the minimum sum of £10 million in respect of any one occurrence.

The Contractor shall also take out and maintain in force employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which may be made.

The Contractor shall provide risk assessments, health and safety certificates, and evidence of any professional indemnity. If these documents cannot be provided, then the Contractor should explain why they are not available.

## **5. DISPUTE RESOLUTION**

If a dispute or difference has arisen between the Council and the Contractor relating to this agreement both parties shall use all reasonable endeavours to resolve the dispute and to this end shall meet as soon as possible with a view to discussing and resolving the matter. This clause shall not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

## **6. BREACH OF CONTRACT**

If the Contractor:

- a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Council; or
- b) has committed an offence under the Bribery Act 2010;
- c) becomes bankrupt; or
- d) has a receiving order made against it; or
- e) presents its petition in bankruptcy; or
- f) is subject to a winding up order; or
- g) has a receiver appointed; or
- h) is in persistent and/or material breach of contract (by failure to achieve the contract standards or otherwise); then the Council shall terminate the contract by giving 30 days written notice and recover all losses resulting from such termination.

## **7. GENERAL**

All variations shall be recorded in writing and attached to this agreement.

This agreement is governed by English law.

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement.

The Contractor shall not be liable for any default in the provision of the service caused by any relevant factor beyond the Contractor's control (e.g. Act of God, strikes, Act of Government, Force Majeure, etc).

Any notice to be served on the Contractor or the Council shall be sent by recorded delivery to their respective addresses referred to in the Agreement.

The Contractor will immediately notify the Council when damage is caused by the Contractor to any assets of the Council.

The Contractor shall make good at his own expense any damage caused by the Contractor to any assets of the Council.

This agreement represents the complete agreement between the Council and the Contractor and supersedes all other undertakings, statements and agreements relating to the Service.