

PART B - CONTRACT FORMS

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To: The London Borough of Lambeth
Lambeth Town Hall
Brixton Hill
LONDON
SW2 1RW

The Parking Management Services Contract – Lots 2008 to 2011/13
in the London Borough of Lambeth.

FORM OF TENDER

To: The Mayor and Burgesses of the London Borough of Lambeth

LADIES AND GENTLEMEN

1. We acknowledge that the expressions used in this Form of Tender shall have the meanings ascribed to them in the Conditions of Contract set out in Part C of the Parking Services Contract, unless the context requires otherwise.
2. Having examined the Conditions of Contract, Specifications, Bills of Quantities and Contract Documents for the Service we offer to provide the Service in conformity with the Conditions of Contract, Specifications, Bills of Quantities and Contract Documents for the Contract Period; for such sum as may be ascertained in accordance with the Conditions of Contract.
3. We undertake to provide the Service throughout the Contract Period and to facilitate the hand over of the Service at the end of the Contract Period.
4. If our Tender is accepted we will, when required, provide a Guarantee or a Bond in the sum of £200,000 according to the Contract Documents. We shall also be insured by a policy or policies covering all liability referred to in this Contract Document and shall include for a minimum indemnity for any one incident of £5,000,000.
5. We understand that the successful Tenderer will be required to execute a formal Agreement and until the execution of the formal Agreement the successful tender together with the written acceptance thereof will form a binding agreement between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

We are, Ladies and Gentlemen,

Yours faithfully,

Name of Firm of Company tendering:.....

Signature:

Signature:

Designation:

Designation:

Duly Authorised to sign on behalf of the above.

Address:

Address:

.....

.....

.....

.....

Date:2007

Date:2007

If our tender is accepted as Reserve Tender to replace any or all failing parts of the originally successful Tenderer's operation then we are prepared to take over the required part(s) or all of the service subject to

- a) indexation of prices as per the contract conditions and
- b) in the case of partial replacement, suitable negotiation of costs affected by this fact and

to fulfil all contractual requirements.

We are, Ladies and Gentlemen,

Yours faithfully,

Name of Firm of Company tendering:.....

Signature:

Signature:

Designation:

Designation:

Duly Authorised to sign on behalf of the above.

Address:

Address:

.....

.....

.....

.....

Date:2007

Date:2007

To: The London Borough of Lambeth
Lambeth Town Hall
Brixton Hill
LONDON
SW2 1RW

The Parking Services Contract – Lots 2008 to 2011/13
in the London Borough of Lambeth.

COLLUSIVE TENDERING CERTIFICATE

We certify that this is a bona fide tender intended to be competitive, 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 undertake that 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 with a person other than a 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 quotations 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 or proposed tender for the said Contract any act or thing of the sort described above.

In the certificate the word "person" includes any persons and any body or association, corporate or unincorporated; and any "agreement" or "arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

SIGNED

DULY AUTHORISED TO
SIGN ON BEHALF OF

.....

.....

DATE2007

To: The London Borough of Lambeth
Lambeth Town Hall
Brixton Hill
LONDON
SW2 1RW

The Parking Services Contract – Lots 2008 to 2011/13
in the London Borough of Lambeth.

BOND UNDERTAKING

I/We hereby unconditionally and irrevocably undertake that in the event of the Form of Tender submitted by (Tenderer) being accepted by you in accordance with the Conditions, we, (Bank) shall forthwith upon request properly execute a Bond in the form attached hereto.

Dated:2007

The common seal of)
.....(Bank))
was hereunto affixed in the presence of:)
)

To: The London Borough of Lambeth
Lambeth Town Hall
Brixton Hill
LONDON
SW2 1RW

The Parking Services Contract – Lots 2008 to 2011/13
in the London Borough of Lambeth.

FORM OF BOND

By this Bond(hereinafter called "the Contractor")
whose registered office /main place of business is situated at
..... and
.....(hereinafter called "the Surety") whose registered office/main place of
business is situated at are jointly and severally
bound to the London Borough of Lambeth (hereinafter called "the Council") of Lambeth Town Hall
in the sum of pounds sterling (£) for the payment of
which sum the Contractor and the Surety hereby jointly and severally bind themselves their
successors and assigns.

WHEREAS by a Contract of even date herewith and made between the Council of the one part
and the Contractor of the other part the Contractor has contracted with the Council to provide the
service described in accordance with the terms of the said Contract.

NOW THE CONDITIONS OF THIS Bond are such that if the Contractor shall duly perform and
observe all the provisions conditions and stipulations of the said Contract on the Contractor's part
to be performed and observed according to the true purport intent and meaning thereof, or if on
default by the Contractor, the Surety shall satisfy and discharge the damages sustained by the
Council thereby up to the amount of this Bond, then this obligation shall be null and void but
otherwise shall be and remain in full force and effect, but no alteration in the terms of the said
Contract made by agreement between the Council and the Contractor or on the extent or nature
of the Service to be performed thereunder and no allowance of time by the Council or the
Council's Representative under the said Contract nor any forbearance in or in respect of any
matter or thing concerning the said Contract on the part of the Council or of the Council's
representative shall in any way release the Surety from any liability under this Bond.

The Parties have caused their Common Seals to be affixed.

The COMMON SEAL of the was hereunto affixed in the
presence of:

.....
(Signature)
(Director)

.....
(Signature)
(Director/Secretary)

In the presence of:

.....
(Signature and Name)

.....
(Address)

Dated:2008

The COMMON SEAL of the London Borough of Lambeth was hereunto affixed in the presence of:

.....
(Signature and Name)

.....
(Address)

.....
(Signature and Name)

.....
(Address)

Dated:2008

To: The London Borough of Lambeth
Lambeth Town Hall
Brixton Hill
LONDON
SW2 1RW

The Parking Services Contract – Lots 2008 to 2011/13
in the London Borough of Lambeth.

GUARANTEE UNDERTAKING

We, being the ultimate holding company of our subsidiary company
..... hereby irrevocably and unconditionally undertake in the event of the
Form of Tender submitted by being accepted by you in
accordance with the Conditions, we shall forthwith upon request properly execute and deliver to
you a Deed of Guarantee and Indemnity in the form attached hereto.

Dated the day of 2007.

THE COMMON SEAL OF)
.....)
.....)
was hereunto affixed in the presence of:)

To: The London Borough of Lambeth,
Lambeth Town Hall
Brixton Hill
LONDON
SW2 1RW

The Parking Services Contract – Lots 2008 to 2011/13
in the London Borough of Lambeth.

FORM OF DEED OF GUARANTEE AND INDEMNITY

THIS DEED is made the day of 2008.

BETWEEN:

- (1) ("The Guarantor") of/whose
registered office is situate at.....
.....
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH ("the Council")

WHEREAS:

- (A) The Council and ("the Contractor") have entered into a binding agreement whereby the Contractor will provide Services as contained in documentation issued by the Council on the day of2008 ("the Contract")
- (B) The Contractor is a subsidiary company of the Guarantor
- (C) Pursuant to an undertaking given by the Guarantor to the Council on the day of 2007 the Guarantor has agreed to enter into a Deed of Guarantee and Indemnity on the following terms and conditions

NOW THEREFORE:

- (1) The Guarantor hereby unconditionally and irrevocably guarantees performance of all the obligations of the Contract to the Council and that if any sums are due and payable to the Council by the Contractor pursuant to the terms of the Contract and there is any default in any payment of such sums the Guarantor shall forthwith on first demand by the Council unconditionally pay to the Council in full the moneys which are due and payable to them

and unpaid by the Contractor together with all costs and expenses which the Council may incur in enforcing this guarantee.

- (2) The Guarantor hereby unconditionally and irrevocably undertakes fully and promptly to indemnify the Council against all damages, costs, losses, demands, liabilities and expenses which may be suffered or incurred by the Council by reasons of any default on the part of the Contractor in performing and observing the terms and conditions of the Contract and in particular but without limitation such costs and expenses as may be incurred as a result of a third party providing all or any part of the Service (as defined in the Contract) by reasons of a failure by the Contractor to provide such Service in accordance with the terms of the Contract.
- (3) The Guarantor shall not be discharged from this guarantee and indemnity nor shall its liability under this guarantee and indemnity be affected or impaired by any agreement, conduct or forbearance between or afforded to the Contractor by the Council. The Council shall not be obliged to require payment from the Contractor before enforcing the terms of this guarantee and indemnity and the Guarantor shall be treated in all respects as being jointly and severally liable with the Contractor for all liabilities, obligations and undertakings of the Contractor under the Contract.
- (4) This guarantee and indemnity is a continuing guarantee and indemnity and shall not be discharged or affected by any intermediate payment or settlement but shall remain in full force and effect until all moneys and liabilities now or hereafter due and owing or incurred by the Contractor to the Council have been paid or satisfied in full and this guarantee and indemnity is in addition to and shall not be merged with or be discharged or prejudiced by any other guarantee, undertaking, indemnity, security or other obligation given or owing to the Council in respect of sums due or liabilities arising pursuant to the terms of the Contract.
- (5) If any monies shall become payable under or in respect of this guarantee and indemnity the Guarantor shall not so long as any monies due and payable by the Contractor to the Council under the terms of the Contract remain unpaid:
 - (a) in respect of the amounts paid by the Guarantor under this guarantee and indemnity seek to enforce repayment by set-off counterclaim, subrogation or otherwise;
 - (b) in the event of the insolvency, winding-up, liquidation or dissolution of the Contractor prove in competition with the Council in respect of any monies owing to the Guarantor by the Contractor on any account whatsoever but will give to the Council the benefit of any such right to prove and of all monies to be so received in respect thereof.
- (6) All demand made by the Council under this guarantee and indemnity shall be sent to the Guarantor at the address set out above or such other address as may be notified by the Guarantor to the Council for this purpose. Such demand shall be deemed to have been made and received by the Guarantor:
 - (a) if sent by mail on the next business day after the date of posting; or
 - (b) if sent by facsimile at the time the Guarantor's facsimile machine acknowledges receipt.For the purpose of this clause, "business day" means any day other than a Saturday, Sunday or a day which is a public holiday in the place both of dispatch and address of the notice.

- (7) No failure to exercise and no delay in exercising on the part of the Council any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.
- (8) The Guarantor hereby warrants and represents to the Council that it has full power and authority to enter into and perform its obligations under this guarantee and indemnity.
- (9) This guarantee and indemnity shall be binding upon the Guarantors successors in title.
- (10) This guarantee and indemnity shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor, the Contractor or the Council.
- (11) This guarantee and indemnity is and shall remain the property of the Council.
- (12) This guarantee and indemnity shall be governed and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim under this guarantee and indemnity.

IN WITNESS whereof the parties have hereunto set their seals on the date set out above

The COMMON SEAL of the was hereunto affixed in the presence of:

.....
 (Signature)
 (Director)

.....
 (Signature)
 (Director/Secretary)

In the presence of:

.....
 (Signature and Name)

.....
 (Address)

Dated:2008

The COMMON SEAL of the London Borough of Lambeth was hereunto affixed in the presence of:

.....
 (Signature and Name)

.....
 (Address)

.....
 (Signature and Name)

.....
 (Address)

Dated:2008

THIS DEED IS MADE is made the th day of 2008 between

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH

("the Council") of the first part

and

("the Contractor") of the second part.

WHEREAS

(A) the Council wishes to have provided the Services set out in the Contract

and

(B) the Contractor is willing to perform such Services in accordance with the provisions of the Contract.

NOW IT IS HEREBY CONFIRMED between the Council and the Contractor that :-

1 The Contract

- 1.1 Upon acceptance by the Council of the Contractor's Form of Tender the Contract was thereby constituted upon the terms and conditions set out in the Contract Documents (collectively 'the Contract').
- 1.2 The Contract constitutes the sole contract or agreement between the Council and the Contractor for the performance by the Contractor of the Services.
- 1.3 The Contractor shall provide the Services in accordance with the provisions of the contract and to the satisfaction of the Council for the Contract Period.
- 1.4 So long as the Contractor shall continue to provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council, the Council shall make to the Contractor the payments provided by the Contract.

2 General

- 2.1 Expressions defined in the Contract Documents (true copies of which are attached hereto) shall bear the same meaning when used in these Articles of Agreement.
- 2.2 In the case of any inconsistency between the provisions of these Articles of Agreement and the Contract, the provisions of the Contract shall prevail.

EXECUTED AS A DEED by the parties or their authorised representatives the
day and year first above written

EXECUTED as a deed duly authorised)
for and on behalf of the Council)

EXECUTED as a deed duly authorised)
for and on behalf of the Contractor)

CERTIFICATE OF AGREEMENT BETWEEN
THE COUNCIL OF THE LONDON BOROUGH OF LAMBETH

and

(The Contractor)

Whereby it is agreed that:-

(A) The Conditions of Contract and Contract Specification hereby attached to this Certificate are identical to the Invitation to Tender as despatched on 3 September 2007 apart from:-

- a)
- b)
- c)

(B) The Contractor's Response to Invitation to Tender hereby attached to this Certificate is identical to the Response submitted for 15 October 2007 apart from:-

- a)
- b)
- c)

EXECUTED AS A DEED by the parties or their authorised representatives this th
day of 2008

EXECUTED as a deed duly authorised)
for and on behalf of the Council)

EXECUTED as a deed duly authorised)
for and on behalf of the Contractor)