



# COOKHAM PARISH COUNCIL

COUNCIL OFFICES, HIGH ROAD, COOKHAM RISE, BERKS SL6 9JF  
Tel: (01628) 522003 Email: clerk@cookham-pc.gov.uk

## GROUNDS MAINTENANCE CONTRACT

### Invitation to Tender: Grounds Maintenance 2025- 2028

Cookham Parish Council ("Council") are offering the opportunity to tender for its Grounds Maintenance contract.  
**The duration of any contract will be three years and will commence on 1<sup>st</sup> April 2025.**

Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be undertaken by them if their tender is accepted. If they would like to visit any of the sites, please contact the Clerk on 01628 522003.

**Tenders must be received by the end of business on 14<sup>th</sup> February 2025 either by email or if the prospective contractor has so requested by hard copy in the sealed envelope provided to the Clerk to the address above.**  
**TENDER INSTRUCTIONS**

**The Tender application must be submitted by completing and returning Part A of this document . Parts B and C shall be deemed incorporated in the Tender application.**

#### The Decision

The expected value of this tender is below the Public Procurement Contract Regulations 2015 threshold. This Invitation to Tender does not constitute an offer and the Council is not bound to accept the lowest priced, or any tender. The evaluation criteria will include emphasis on quality as well as price.

#### Freedom of Information

Please note that all information submitted to the Council may need to be disclosed and/or published by the Parish Council in compliance with the Freedom of Information Act 2000. If you consider that any of the information included in your tender response is commercially confidential, please identify it and explain (in broad terms) what harm might result from disclosure and/or publication.

**Tendering for Lots** The Council has five separate Work Required Lots ('Lots'). The Council may at its discretion determine to award individual Lots to different Contractors and/or divide the work for individual Lots between different Contractors.

#### Tender Timescales

Action	Deadline
Issue of Invitation to Tender	13 <sup>th</sup> December 2024
Deadline for raising any queries on the Tenders	31 <sup>st</sup> January 2025
Deadline for return of the Tenders	14 <sup>th</sup> February 2025
Evaluation of Tenders by Cookham Parish Council	17 <sup>th</sup> February - 3 <sup>rd</sup> March 2025
Notification of award decision	5 <sup>th</sup> March 2025
Contract start date	1 <sup>st</sup> April 2025

**GROUNDS MAINTENANCE: TENDER RESPONSE FORM**

**PART A**

**PLEASE COMPLETE THE WHOLE OF THIS PART A AND RETURN TO THE CLERK IN ACCORDANCE WITH THE TIMESCALES SET OUT ABOVE. ANY AGREEMENT REACHED WILL BE ON THE BASIS ON THE INFORMATION CONTAINED IN THIS PART A AND WILL INCORPORATE PARTS B AND C**

**Please start by completing the Contractor details below:-**

<b>Contractor Details</b>	
Full name of organisation/individual/trading name (" <b>Contractor</b> ") tendering	
Registered office address	
Named contact for this contract	
Email	
Phone (mobile)	
Company registration number if any	
Year of business formation	
VAT Number if applicable	
Number of grounds maintenance employees	
Provide any details which you feel may be relevant, for example, similar contracts in the area or for similar authorities	

**Please tick which Lots the Contractor is tendering for**

<b>LOT 1 Alfred Major Recreation Ground</b>	
<b>LOT 2 Cemetery, Long Lane</b>	
<b>LOT 3 Footpaths</b>	
<b>LOT 4 Allotments &amp; Orchard</b>	
<b>LOT 5 General Maintenance</b>	

**Additional Works falling outside that specified in a Lot**

In addition to the specified Works Required in each of the Lots, Additional Works may be required by the Council from time to time. The successful Contractor for the Works Required for that Lot shall be the preferred contractor for such Additional Works but it shall be subject to agreement on price and any other terms and the Council reserves the right to select a third party for such Additional Works.

Examples of additional works that may be requested:

- Fence and gate installation/repairs
- Flailing
- Improving facilities
- Scarification prior to wildflower seeding.
- Tree planting and new tree watering.

Whilst any specific Additional Work may be agreed on a “job” basis the Council requests that the Contractor please advise its hourly charge. It is assumed that standard equipment and machinery, transport and vehicle costs would be included in all Works Required for the Lots and Additional Works requested. If specialist equipment is required this should be quoted for separately.

<i>Please quote hourly charge excluding VAT</i>	£
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**The Council requires the following documents to be returned with this Tender Response Form :-**

- a. Two business references obtained in the last 2 years.
- b. Health and Safety Policy, including any risk assessments
- c. Confirmation of ethical disposal of waste
- d. Copies of public liability cover of £5 million, professional liability, and employer’s liability

**Please complete the response forms for those Lots for which a tender is to be made. Once accepted by the Council a contract will be formed in respect of that/ those Lot/s and all of the Works Required, and any subsequent Additional Works agreed, will be subject to *Part B: Contract Standards and Specification* and *Part C: Conditions of Contract*. If you have any specific comments on any matter in this Tender, please raise these in writing with the Clerk prior to submitting your tender as these written terms form the whole contract.**

**Tender Response Form LOT 1 Alfred Major Recreation Ground**

**All prices quoted shall be fully inclusive of all costs including labour, equipment, machinery, vehicle costs , insurance and any disposal.**

<b>Works Required ( in accordance with Part B standards and specification).</b>	<b>Please itemize costs for each item of Work Required Prices (excluding VAT)</b>
<p><b>1 Fenced Play area, fitness and other equipment</b></p> <p>1.1 Weekly Visual Inspection of equipment and surrounding grounds and report any issues to the Clerk</p> <p>1.2 Weekly removal of litter and prompt removal of any dangerous items observed especially broken glass</p> <p>1.3 Where removal is not possible cordon off any dangerous area and report to the Clerk</p> <p>1.4 Cut grass to Amenity Standard and strim around Play Area equipment and around perimeter and fitness and other equipment to Amenity Standard</p> <p>1.5 Weed control</p> <p>1.6 Hedge maintenance</p> <p>1.7 Leaf removal</p> <p>1.8 Fill in sink/sand holes with soil/clay mix as appropriate.</p> <p><b>2 Wildflower Areas</b></p> <p>2.1 Three enclosed areas near the Shergold Way entrance. Each is 16m squared with 10 tree saplings and wildflowers. In October the wildflowers need strimming to Wildflower standard and the saplings need woodchip mulch spread around the base 3cm deep and at a 20cm radius. In the summer, saplings need watering every 2 weeks.</p> <p>2.2 Area next to High Road footpath entrance (approximately 3m x 2m) to be kept clear of brambles. To be cut to Wildflower Standard in October .</p> <p><b>3 Rest of park</b></p> <p>3.1 Grass cutting – to Amenity Standard</p> <p>3.2 Weed Control- of paths, hard-standing and equipment</p> <p>3.3 Hedge maintenance around perimeter including along the path beside the school path</p> <p>3.4 In December tidy the shrubs near the gate next to the school</p> <p>3.5 Tree maintenance</p> <p>3.6 Aerate grass in November</p> <p>3.7 Leaf removal</p> <p>3.8 Fortnightly Visual Inspection of equipment and surrounding grounds and report any issues – particularly issues with dog bins to the Clerk</p> <p>3.9 Fortnightly removal of larger items of litter and prompt removal of any dangerous items observed especially broken glass</p> <p>3.10 Fill in sink/sand holes with soil/clay mix as appropriate.</p>	

I/We the undersigned agree on the acceptance of the Tender for the above Lot to supply to Cookham Parish Council grounds maintenance services as detailed above for the Price as detailed above. I/We understand that Cookham Parish Council are not bound to accept the lowest or any Tender and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We understand that the Council has separate work Lots. The Council may at its discretion determine to award individual Lots to different Contractors and/or divide the work for individual Lots between different Contractors.

Signed.....Dated.....

For and on behalf of .....

Position in Company .....

**Tender Response Form LOT 2 : Cemetery, Long Lane**

**All prices quoted shall be fully inclusive of all costs including labour, equipment, machinery, vehicle costs, insurance and any disposal.**

<b>Works Required (in accordance with Part B standards and specification).</b>	<b>Please itemize costs for each item of Work Required Price (excluding VAT)</b>
<p>In respect of all areas within the cemetery boundary to include old and new sections</p> <ol style="list-style-type: none"> <li>1 Grass cutting– Amenity Standard of grassed areas in the cemetery</li> <li>2 Strim verges outside the back gate once each month between April and November avoiding daffodils</li> <li>3 Weed Control</li> <li>4 Hedge maintenance .</li> <li>5 Trim bushes and plants planted on and between graves in the cemetery to below 3 foot in height and shape them so as to allow ease of access to all graves</li> <li>6 Tree maintenance</li> <li>7 Fortnightly Visual Inspection of Cemetery and external parts of Chapel and report to Clerk on anything out of the ordinary</li> <li>8 Once each month to test all gravestones for their stability and lay flat across the graves any gravestones which are unstable and report details of any such actions taken to the Clerk</li> <li>9 Weekly emptying the bins into the skip provided and notifying the Council when the skip is full and needs replacing</li> <li>10 Leaf removal</li> <li>11. Weekly removal of litter and prompt removal of any dangerous items observed especially broken glass.</li> <li>12. Fill in sink/sand holes with soil/clay mix as appropriate.</li> </ol>	

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Signed.....Dated.....

For and on behalf of .....

Position in Company .....

**Tender Response Form LOT 3 Footpaths**

**All prices quoted shall be fully inclusive of all costs including labour, equipment, machinery, vehicle costs, insurance and any disposal.**

Works Required (in accordance with Part B standards and specification). Public Footpaths Clearance to following listed footpaths :-	Please itemize costs for each item of Work Required Price (excluding VAT)
<p><u>No Location</u>                  2 Bigfrith Lane to Church Lane                  3 Grubwood Lane, Cookham Dean                  5 Cookham Dean Bottom to Old Cricket Pitch                  6 Popes Lane to Footpath 5 (Cookham Dean Fork)                  7 Dean Lane Opp Jobs Lane                  8 Quarry Wood Road to Winter Hill                  9 Dean Lane to Startins Lane                  10 Opp Chequers to Cookham Dean Bottom                  11 Dean Lane to Popes Lane                  12 Cookham Dean Bottom to Popes Lane                  13 Church Lane to Pudseys Close                  14 Stubbles Lane                  16 Bigfrith Lane                  23 Whyteladyes Lane to rear cricket club                  25 Dean Lane to Conservation Area                  28 Gibraltar Lane to Woottens boat yard                  29 Alleyns Lane to Winter Hill                  30 High Road to Alfred Major RG                  32 Lesters Road to Copas farm                  36 Sewage works Terry's Lane to Golf course                  42 Moor to end of Berries Road                  44 Terry's Lane to Poundfield Lane                  46 Maidenhead Road and along railway line                  47 Southwood Road to Cannondown Road                  48 Strande Lane to Fleet Stream                  48a Maidenhead Road into footpath 48                  49 Pound to Strande Lane                  50 Moor Hall to Fleet Crossroads                  51 Marsh Meadow through Churchyard                  52 Steps to Cookham Bridge                  55 Boulters Lock to end of Mill Lane                  60 Cookham Bridge to Cockmarsh                  61 Cookham Bridge to path 60                  62 Burnt Oak to Lower Road /Pearce Drive                  Bassmead to Maidenhead Road</p>	

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Signed.....Dated.....

For and on behalf of ..... Position.....

**Tender Response Form LOT 4 Allotments & Orchard**

**All prices quoted shall be fully inclusive of all costs including labour, equipment, machinery, vehicle costs, insurance and any disposal.**

<p><b>Works Required (in accordance with Part B standards and specification).</b></p>	<p><b>Please itemize costs for each item of Work Required</b></p> <p style="text-align: center;"><b>Price (excluding VAT)</b></p>
<p>Alfred Major Allotments – cutting grass to Amenity Standard save in respect of the wildflower area. The wildflower area (being approximately 50m long x 8m wide and situated at grassy perimeter end of the allotment area) shall be cut to Wildflower standard.</p> <ul style="list-style-type: none"> <li>- Hedge maintenance once per annum</li> </ul> <p>Alleyns Lane Allotments – Hedge maintenance once a year</p> <ul style="list-style-type: none"> <li>- The roadside hedge to have an uncut buffer zone to the extent as from time to time directed by the Council . To ensure that the inside of the roadside hedge does not encroach on any allotments. The hedge around the gate treated as roadside (see standards below) . The bank of grass needs cutting.</li> <li>- The newly planted hedge on the Allotment Field needs to have the irrigation system functioning, to be checked every 2 weeks over the summer and the weeds strimmed away twice over the summer.</li> <li>- Cut back verges at the entrance twice a year</li> <li>- Read water meters on request</li> <li>-</li> </ul> <p>Sutton Road Allotments – cutting grass in car park and allotments to Amenity standard</p> <p>Hedge maintenance once per year</p> <ul style="list-style-type: none"> <li>- Read water meters on request</li> <li>- Cut back verges at the entrance twice a year</li> <li>- Generally to turn off the water supply to the allotments if a frost is expected</li> <li>- Where new hedges planted in 2025, on inside of fencing, to be watered every week during April to September and the weeds strimmed away twice over the summer</li> </ul> <p>Sutton Road Orchard</p> <ul style="list-style-type: none"> <li>- Cut grass, including around the trees to Wildflower Standard,</li> <li>- Tree Maintenance</li> <li>- water the trees every week during April to September</li> <li>- wildflower maintenance</li> <li>- The Orchard Field hedge to have an uncut buffer zone left at 2 metres out from the midline.</li> </ul>	



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I/We understand that the Council has separate work Lots. The Council may at its discretion determine to award individual Lots to different Contractors and/or divide the work for individual Lots between different Contractors.

Signed.....Dated.....

For and on behalf of .....

Position in Company .....

**Tender Response Form LOT 5 Other General Maintenance**

**All prices quoted shall be fully inclusive of all costs including labour, equipment, machinery, vehicle costs, insurance and any disposal**

<b>Works Required (in accordance with Part B standards and specification).</b>	<b>Please itemize costs for each item of Work Required Price (excluding VAT)</b>
<p>War memorials – weed and clean the area around the war memorials in Cookham Dean and Cookham Village in October to ensure they look their best in time for the Remembrance Day Services. The war memorials themselves need specialist cleaning</p> <p>Stonehouse Common</p> <ul style="list-style-type: none"> <li>- to cut the grass to Amenity Standard,</li> <li>- Hedge Maintenance</li> <li>- Tree maintenance</li> <li>- Weekly removal of litter and prompt removal of any dangerous items observed especially broken glass.</li> <li>- Fill in sink/sand holes with soil/clay mix as appropriate.</li> </ul> <p>To maintain the three planters at the entrance to the Library. Renewing the plants in November and in April</p>	

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Signed.....Dated.....

For and on behalf of .....

Position in Company .....

## **PART B - CONTRACT STANDARDS AND SPECIFICATION**

### **A. GRASS CUTTING**

#### **A1 Amenity Standard** (up to maximum 16 cuts per year depending on growth)

Maintain grass at a height of between 25 and 120 mm at all times by use of cylinder mowers where access allows. Where inaccessible to cylinder mowers, rotary mowers or trimmers may be used to comply with the standard. Cuttings need not be removed.

#### **A2 Wildflower** (1 cut per year)

Areas identified for the establishment of wildflower meadows shall be cut to 30mm each year in October and the arisings completely removed. To provide access, a border of 2m around the perimeter of the wildflower area and a 2m mown path through the centre shall be maintained to Amenity Standard – arisings may be left on these pathways only.

### **B. WEED CONTROL**

#### **B1 Weed Control**

Control weeds around the bases of walls, fences, monuments, play equipment, paths and obstacles by strimming and/or applying environmentally friendly herbicide. Use of glyphosate is to be avoided, unless necessary. There should be none used near play equipment or near allotments. Maintain larger areas of paths and hardstanding in play grounds free from weeds and moss.

Normally, this would entail applications of pesticides/herbicides approved by the Health and Safety Executive such as Glyphosate throughout the period March to October to comply with the required standard. As **Cookham Parish Council operates as far as possible in an environmentally friendly manner, this is not the preferred method for weed control by the Council.**

All relevant legislation, including the Food and Environmental Protection act and Control of Substances Hazardous to Health must be complied with. Care must be taken to avoid drift onto adjacent spaces and neighbouring properties and only undertaken in suitable weather conditions will prevent this occurring. Any damage caused by drift or over-spraying to third party properties shall be resolved between the land holder and the Contractor.

### **C. TREE MAINTENANCE**

In areas where "tree maintenance" is specified (see Part C), maintenance of trees will be as follows:

#### **C1 Newly Planted Trees**

Trees included in this section are those attached to support stakes.

(a) Remove weed growth at base of new trees and maintain a mulched ring

between the tree and the surrounding grass.

- (b) Remove ivy and any other climbing strangling vegetation on the trees;
- (c) Check for any broken or tight tree-ties and make all necessary adjustments. Remove and replace any tie where it is ineffective.
- (d) Remove any stakes and ties no longer requiring staking and replace any stakes where necessary.
- (e) Between October and March, remove all epicormic growth and suckering.
- (f) Between October and March, remove all diseased, damaged and dead branches back to a good bud or branch, ensuring all cuts are clean and encouraging a strong, open framework. Remove all arisings to the Contractor's own composting/recycling centre.

## **C2 Trees – low hanging and fallen limb removal**

To remove any branches that have fallen onto the Council's amenity areas and dispose of all arisings at the Contractor's own composting/recycling centre. Remove branches allowing for a 3m lift where such branches are obstructing pedestrians or the ability of the contractor to undertake their work, including third party tree branches which are overhanging on Council land.

## **C3 Tree Inspections**

All trees over 5 metres overall height are to be visually inspected twice per year (once during July/August and once during December/January) at the Cemetery and once per year (during July/August) at the Recreation Grounds. Any work identified as necessary to ensure the safety and well-being of the trees and site users must be reported by email to the Parish Clerk.

## **D FACILITIES – VISUAL INSPECTION AND REPORTING**

### **D1 Facilities and structures - Inspection**

During the performance of scheduled contract work, the Contractor will carry out visual observations of the fences, gates, play equipment, grave stones and other structures on the amenity land. Any work required to maintain such facilities in good order will be reported to the Clerk not more than one week after the completion of the above checks.

### **D2 Graffiti**

The Contractor shall, similarly report any graffiti present.

## **E. HEDGE MAINTENANCE**

### **E1 Road-side hedges and general amenity land**

Where hedges/ bushes lie along a road or pavement, they shall be trimmed to ensure no overhang or physical or visual obstruction is caused for road/pavement users. Trim top and road-facing sides using a suitable mechanical device once per year between October and December. Cuts to be made in accordance with good hedge management which allows the hedge to increase incrementally in height in a controlled manner. All arisings to be taken to the Contractor's own composting/recycling centre. Hedge bases to be kept weed free on general amenity land and grass edges near hedges to be kept neat.

### **E2 Cemetery**

Trim both side and top using hand-held hedge trimmer to the specification in E1 Cuts to be made in accordance with good hedge management which allows the hedge to increase incrementally in height in a controlled manner. For the Cemetery hedge boundary with Cemetery Field, the sides to be cut on alternate years to thicken it up. All arisings to be taken to the Contractor's own composting /recycling centre.

### **E3 Wildflower and other areas**

The Outside and tops to be maintained as E1 above but a lighter cut to be applied to the inside to enable the hedge to thicken and provide habitat for birds and mammals. All arisings to be taken to the Contractor's own composting/recycling centre.

The above work to include third party hedges which extend onto Council land.

## **F. REMOVAL OF LEAVES**

### **F1 Removal of Leaves**

The Contractor shall rake up and remove fallen leaves and other debris from all paths and grassed areas, other than allotments and wildflower areas.. Leaf removal shall be carried out once all leaves have fallen between November and December. Arisings to be disposed of at the Contractor's own composting/recycling centre.

## **G. PUBLIC FOOTPATHS**

### **G1 Clearance of pathways and overgrowth**

The Contractor shall ensure pathways specified are clear of grass and weeds, and free to pass on foot. Trim pathway edges using a suitable mechanical device once every 2 months between April and November. Cuts to be made such that the pathway is clear and restored to the line existent prior to the previous season's growth. Assess any overhanging trees and shrubbery for pedestrian safety and correct, or inform the Clerk. All arisings to be taken to the Contractor's own composting/recycling centre.

## H. GENERAL

1.1 All Council hedges shall be trimmed and pruned to encourage a stable hedge. The width at the top of the hedge shall be slightly less than at the base. All woody weeds to be removed and stumps killed save where such stump is on third party land .

1.2 The Contractor shall make all cuts cleanly and remove any ragged edges.

1.3 The Contractor shall remove all suckers, self-set trees or shrubs, brambles and ivy which are not part of the hedge, to ground level and treat with stump killer on instruction from the Clerk.

1.4 The Contractor shall ensure that the hedge bases are weed free after each visit.

1.5 The Contractor shall leave grass edges adjacent to hedges neat and tidy.

1.6 Arisings shall be removed unless otherwise stated. All arisings must be swept from hard areas immediately following mowing and arisings disposed of at the Contractor's own composting/recycling centre

1.7 The Contractor shall cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1981.

1.8 Prior to operations, the Contractor shall ensure that the area is free of large stones and other debris and all glass and metal objects removed. The Contractor shall inspect the site for areas of ground sinkage/potholes and areas of potential hazard and inform the Clerk of any hazards.

1.9 Sharp turns with vehicles on grass areas are to be avoided to ensure that damage does not occur.

1.10 The Contractor shall, during the period of the Contract, ensure that all machines engaged in hedge cutting operations are sharp and properly set, to produce a true and even cut. Any damage or areas of hedge not cut to the approval of the Clerk from such a lack of maintenance shall be made good by the Contractor at their own expense and to the satisfaction of the Council.

1.11 In drought conditions, modify maintenance so that the cutting height is raised to maintain the sward to the maximum specified height.

1.12 The Contractor shall complete one area of hedge cutting and footpath strimming before moving onto the next and immediately after cutting a scheduled area, the Contractor shall ensure that all clippings are cleared from paved areas, paths, signs and fixtures either by sweeping or use of a blower.

1.13 Strimming shall be carried out as close as possible to fixed obstructions. Moveable obstructions may be removed to facilitate cutting and replaced before the Contractor leaves the site.

1.14 Great care shall be taken when cutting around tree bases to avoid damage to tree or plant material.

1.15 Great care must be taken to avoid damage to wooden posts, glass windows, doors and cars by hedge cutting and strimming operations. Any damage resulting, shall be reported to the Clerk immediately and made good at the Contractor's own expense.

1.16 Areas not cut to the reasonable satisfaction of the Clerk shall be re-cut by the Contractor at the Contractor's own expense.

1.17 Should the Contractor cause damage to the surface or levels of the ground, or create 'divots', the Contractor shall at their own expense reinstate such damage forthwith to the satisfaction of the Council.

1.18 All persons operating machinery must be satisfactorily experienced and/or trained and the Council reserves the right to ask the Contractor to provide adequate proof thereof;

1.19 On certain sites, spring flowering bulbs are planted. It is the Contractor's responsibility to familiarise themselves with these areas and leave them uncut from the time when the emergent bulb growth is first visible until 6 weeks after flowering or when the growth has yellowed and wilted (whichever is the later), at which time the Contractor is to restore all such areas to their original condition and remove all arisings to the Contractor's own composting/recycling centre.

## **PART C - CONDITIONS OF CONTRACT**

### **1. Description of Works**

The works comprise the annual maintenance of grounds for Cookham Parish Council - (hereinafter referred to as "The Council"), as provided for in :

Part A Tender response per Lots of works

Part B Contract standards and specification of works required

The Works to be provided in accordance with Part B: Contract Standards and Specification of Works Required.

The contract will be for 3 years, beginning 1st April 2025 and may, upon satisfactory performance, be extended for a period of one year if deemed beneficial by the Council.

### **2. Submission of Price**

Tenderers - (hereinafter referred to as "The Contractor") - are required to complete a Tender Response Form for the Works Required each Lot for which they wish to tender and enter their annual price to maintain sites to the specific standards in Part B, this to comprise a breakdown for each category of work and a total price for all works. Further to provide an hourly rate for any Additional Works requested. All prices are to be shown exclusive of VAT.

### **3. Payment**

The Contractor is required to invoice the Council monthly with 1/12<sup>th</sup> of the annual contract sum and any contract variations agreed by the Council in advance – see 'variations below'. Invoices should be submitted in arrears on a monthly basis and are payable within 30 days.

### **4. Price Review**

The total price of the contract will be reviewed annually and increased or decreased by the rise or fall in the Retail Price Index for the previous 12 months (April to March inclusive), starting with the first review effective as of 1st April 2026.

### **5. Variations**

The Council reserves the right to make reasonable variations to the Part B Standards and/or sites.

Where sites are altered for any reason and the Council requires more or less work to be carried out, an increase or decrease in price will be agreed on the basis of the rates included in the original tender, as reviewed in 4 above. Similarly, in cases where the Council requires additional works that are not covered specifically in this contract, then other than where work is of an urgent nature (where approval may be given by telephone by the Clerk), these shall be agreed in advance by the Council, priced by the Contractor, authorized in writing by the Clerk and paid together with the next

monthly invoice.

In respect of all hourly and fixed price work to be carried out under this Contract, the Contractor must give a quote for the length of time needed to carry out the job, as well as the cost of materials.

## **6. Indemnity**

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim or proceedings arising in respect of personal injury to any person or damage to any property arising from the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise. Particular attention is drawn to damage to graves in the cemetery and mechanical damage to trees, fences or buildings. Any such damage will be made good at the Contractor's expense.

## **7. Performance of Service**

The Contractor shall perform the services to a professional standard, which conforms to all relevant standards, specifications and codes of practice and is in a manner consistent with the terms and conditions of the agreement and to the reasonable satisfaction of the Clerk.

All operations shall be carried out by the Contractor without unreasonable noise and disturbance so as not to interfere with the convenience of the public, access to, or occupation of public roads, private or public footpaths or properties.

Any keys issued to a Contractor must be kept securely and returned at the end of the contract. Keys must not be given to any third party at any time without the written approval of the Clerk.

## **8. Times of Work**

The times of work shall be flexible. The Contractor may work between the hours of 7.00am and 6.00 pm (or dusk if earlier) Monday to Friday,

The Contractor may not work on Saturday, Sunday or Bank Holidays unless requested to do so by the Clerk.

## **9. Reporting**

The Contractor will meet with the Clerk and members of the General Purposes Committee at such times as the Clerk may reasonably request at the Council Offices and/or on site to review progress on the contract and to consider future work.

## **10. Vehicles, Tools & Machinery**

The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services, including fuel. The Contractor shall, at its expense, keep all vehicles, tools and machinery in good and serviceable repair.



The Contractor shall ensure that machines are properly guarded and maintained to present no danger to the operator, surrounding structures, vehicles or any person near operations. The Contractor shall provide their staff with all safety equipment and ensure that staff use these when engaged in work for the Council

## **11. Insurance**

The Contractor will indemnify the Council from any claims for damage to property or persons arising from the performance of the contract and will be required annually to produce evidence of Public Liability Insurance to a minimum value of £10 million per claim.

## **12. Acceptance of Tenders**

The Council does not bind itself to accept the lowest, or any, tender.

## **13. Quality Assurance/Failure to Perform**

Where the Contractor fails to achieve the required standards, for whatever reason, he must inform the Council within 2 working days and propose how the failure is to be corrected. Where correction does not occur within a further 3 working days, a reduction equivalent to the value of work not carried out or not performed to the specification will be made for the relevant invoice. The Contractor will therefore be required to demonstrate that he operates a quality control system to ensure that the standards specified are maintained and all work is carried out as per the specification.

## **14. Exception Reports**

As identified in Part B, the Contractor is obliged to inform the Council regarding problems with trees, fences, gates, signs and play equipment. In addition, the Contractor must inform the Council, by email, of any contract areas which are in need of additional work to ensure safety or to return the area to the contract standard. The Contractor must inform the Council of such items within one week of the most recent site visit. The Contractor will carry out works arising from such reports in accordance with hourly rates quoted in Part A or as otherwise agreed. Such works may include remedial tree works, fencing, gate and other grounds maintenance related tasks.

## **15. Working Practices**

The Contractor will ensure that all employed staff may be identifiable – either through uniforms, tabards, badge or some other form of identity. The Contractor's employees shall, at all times, act in a reasonable manner, particularly in their dealing with the general public. No sub-contracting is permissible without the prior written consent of the Clerk to the Council.

## **16. Termination of Contract**

The Council reserves the right to terminate the contract where, in any month, more than 20% deduction to a monthly invoice is made due to failure (see 13 above), or where the Contractor fails to meet any of the Conditions of Contract as identified in Part C of this document. Four weeks'

notice to terminate will be given in such cases. This Agreement may be terminated by the Council immediately if the Contractor:

- i) has failed to respond satisfactorily within 14 days to a written notice of default issued by the Clerk (which shall include but not by way of limitation where, in any month, more than 20% deduction to a monthly invoice is made due to failure, as provided under clause 13 above); or
- ii) is the subject of voluntary or involuntary bankruptcy, receivership or liquidation proceedings; or
- iii) enters any arrangements or takes any action which could, in the reasonable opinion of the Council affect the good reputation of the Council either directly or indirectly; or
- iv) commits any irremediable breach of contract .

## **17. Contract Manager**

The Contractor shall ensure that during the contract period a member of the Contractor's management staff is empowered to act on behalf of the Contractor and be available to be contacted by the Clerk of the Council at all "reasonable" times, i.e., during office hours The Contractor will provide an emergency contacts list for contact outside office hours as necessary'. Both the Contractor and the Council will make known to each other the persons responsible for daily matters affecting the contract

## **18. Health and Safety**

The Contractor shall comply with all relevant sections of the Health and Safety at Work Act: Electricity at Work Act: Control of Substances Hazardous to Health Regulations. The Contractor will adopt safe methods of work in order to protect the health and safety of its own employees, the employers of the service users and all other persons including members of the public. The Contractor will review his/her health and safety policies and safe working procedures as often as may be necessary in the light of changing legislation or work practices. The Contractor will ensure his/her staff are aware of basic fire safety regulations and are trained accordingly. N.B. - No burning allowed on sites.

## **19. Sufficiency of Information**

The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated by the Contractor in its tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as low risks contingencies and any other circumstances which might influence or affect the Tender or provision of the Service.

## **20 Whole Agreement**

When a Tender Response Form for a Lot has been submitted and accepted in writing by the Council an Agreement will be created on the terms of this Tender Document. Such Agreement contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement.

## **21 Force majeure**

A party will not be liable if delayed in or prevented from performing its obligations hereunder due to Force Majeure, provided that it promptly notifies the other of the Force Majeure event, being an event beyond its reasonable control, (but which shall not include labour disputes of its own staff) and its expected duration, and uses reasonable endeavours to minimise the effects of that event.

## **22 Third party rights**

The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than the Contractor and the Council will have any rights under it. For the avoidance of doubt the terms of this Agreement may be varied, amended or modified (whether in whole or in part) or this Agreement may be suspended, cancelled, terminated by agreement in writing between the Company and the Consultancy or this Agreement may be rescinded in each case without the consent of any Third Party. For the purposes of this clause a '**Third Party**' means any person who is not a party to this Agreement.

## **23 Law**

This Agreement is made in accordance with the laws of England and Wales. Subject to any disputes which the parties agree to resolve using an alternative dispute resolution process permitted in accordance with this Agreement, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes and claims which may arise out of, or in connection with, this Agreement.