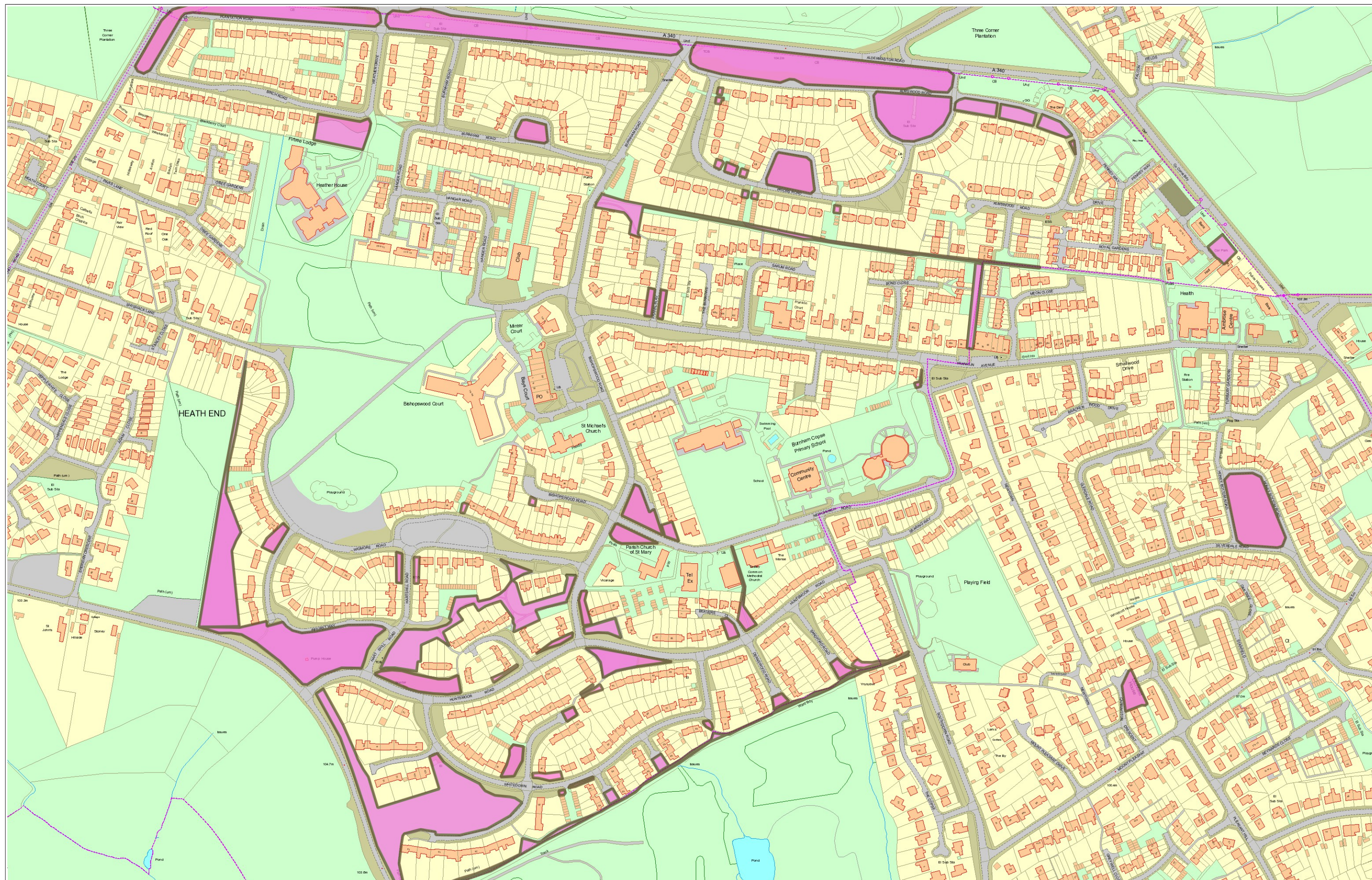
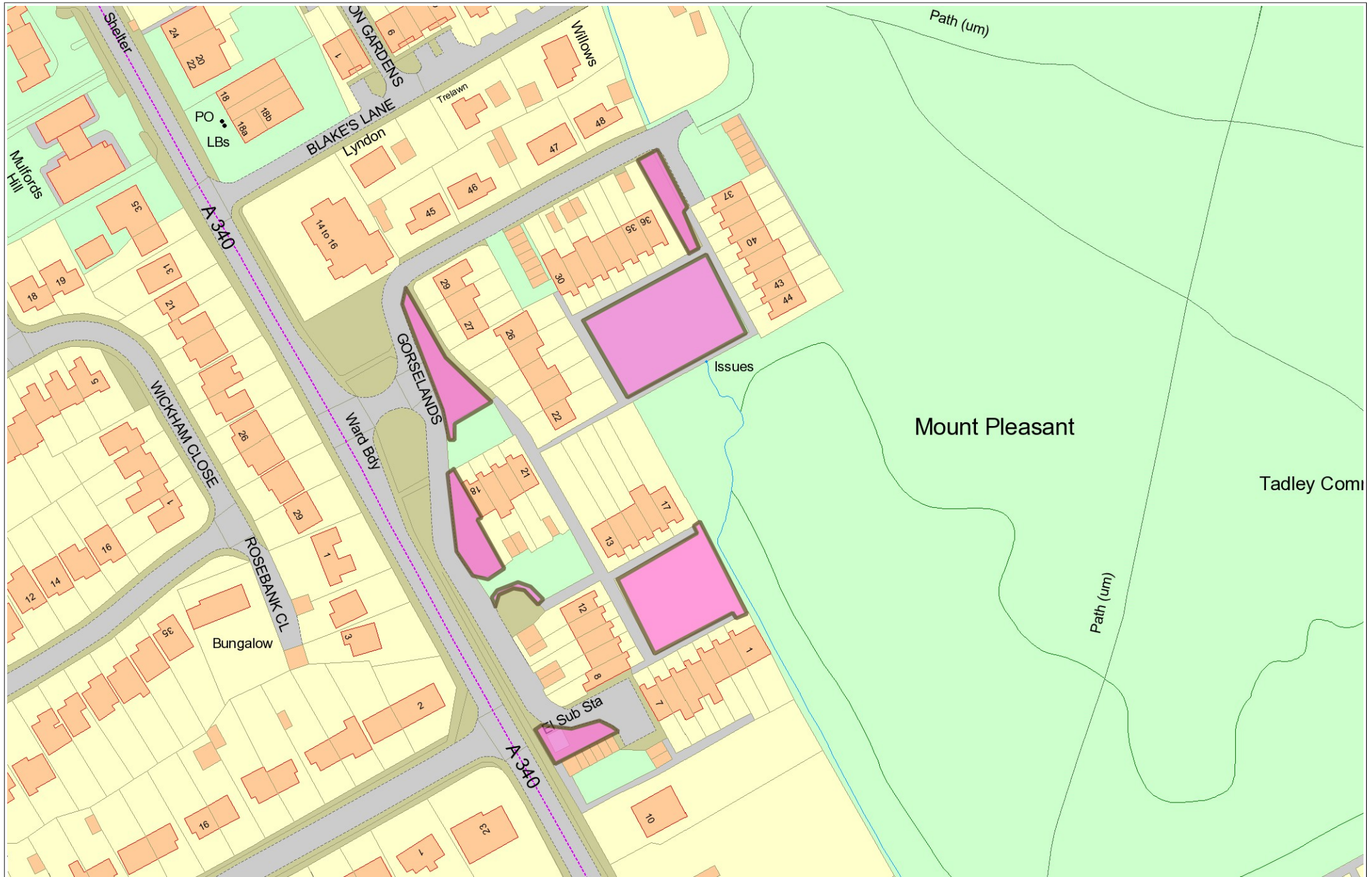
 **Tadley & District**
Chamber of Trade
© 2018
Map drawn by
Margaret Macknelly

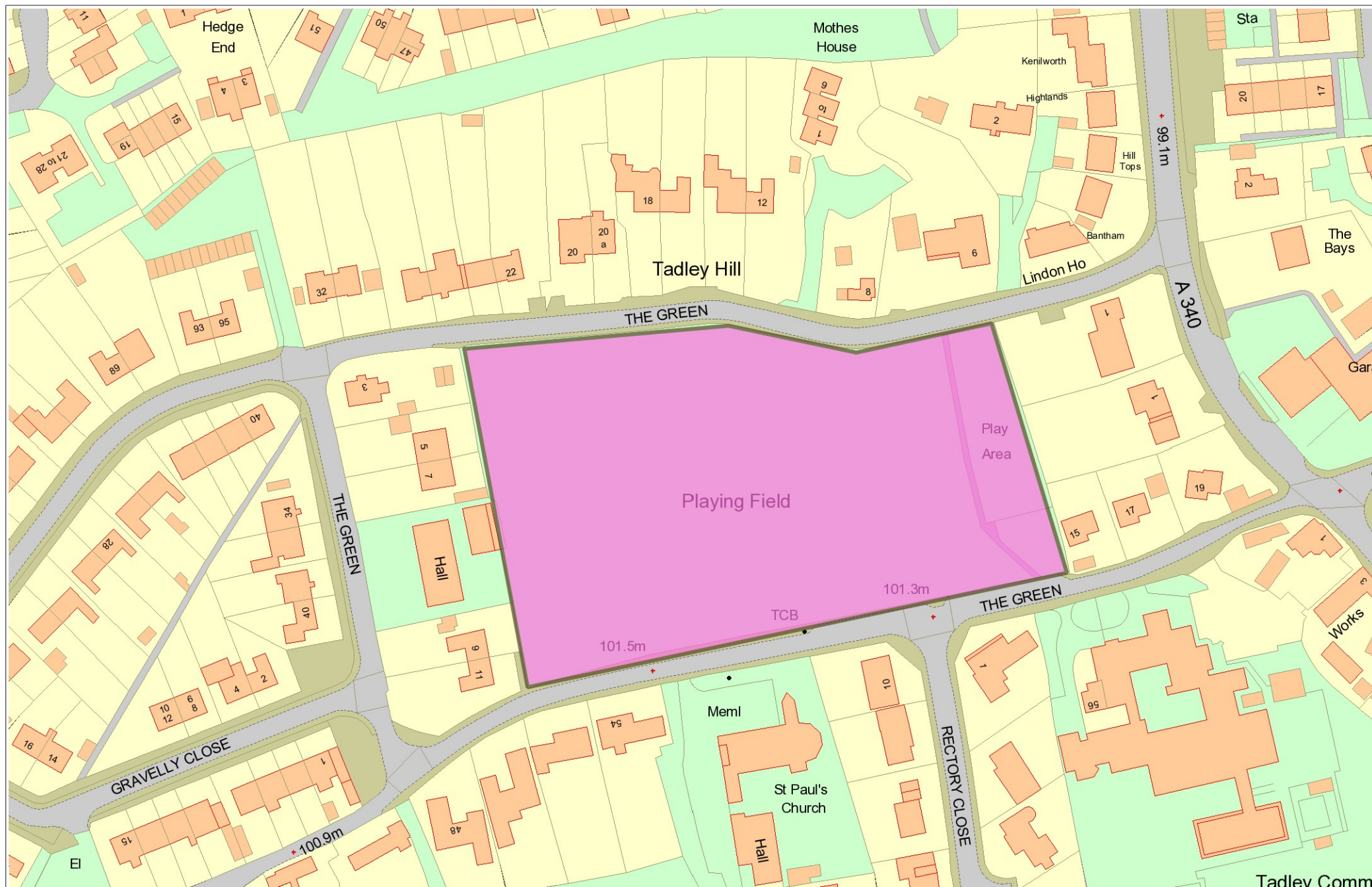




Map 3 - Memorial Garden



Map 4 - The Green



Map 7 - Giles Road



Tadley Burial Ground & Cemetery



CONDITIONS OF CONTRACT

1. The contract will become effective from 1 April 2023 and will run until 31 March 2027.
2. The work is to be undertaken in accordance with the attached specification and schedule; no deletion from, addition to or variation of the conditions or specification shall be valid or of any effect unless agreed in writing and signed by the parties.
3. The Contractor will be permitted to sub-let work under this contract only with the prior written approval of Tadley Town Council.
4. The Council reserves the right to remove from the contract, areas of land which pass from the control of the Council during the period of the contract. If additional areas of land become the responsibility of the Council, they will be offered within this contract in the first instance.
5. The amounts quoted in the tender should be for the year 2023/24. In the years 2024/25, 2025/26 and 2026/27 increases not greater than the government's official increase in retail price index will be permitted subject to approval by Tadley Town Council.
6. An account for the work undertaken is to be submitted on the last day of each month listing the areas which have been cut during that month and the amount claimed for each area. If appropriate, VAT is to be added separately to the total.
7. The Contractor will be held responsible for any damage to trees, shrubs, hedges, grass and other landscape features caused by his negligence during the provision of the Service. In the case of minor superficial damage, the Contractor shall arrange for any necessary remedial work to be carried out, and should damage to any tree, shrub or hedge result in its death or serious disfigurement, it shall be removed and replaced at the Contractors expense.
8. The Contractor shall appoint a Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the contract. The Contractor shall give to the Tadley Town Council Clerk notice in writing the identity, address and telephone number of the Contract Manager, and his deputy. Any notice, information, instruction or other communication given, or made to the Contract Manager or his deputy, shall be deemed to have been given, or made to the Contractor.
9. The Contractor shall indemnify to the value of £10,000,000, and keep indemnified, Tadley Town Council against the injury to or death of any persons or loss of or damage to any property which may arise out of the act, default or negligence of the Contractor, his employees or agents. The Contractor shall supply to Tadley Town Council immediately upon request copies of all insurance policies deemed necessary to comply with this clause.
10. If the Contractor commits a breach of any of his obligations under the contract, and after giving the Contractor an opportunity to rectify the problem it still persists, Tadley Town Council may terminate the Contractor's employment under the contract by notice in writing, having immediate effect.
11. If the Contractor's employment is terminated as provided in Condition 10, Tadley Town Council will cease to be under any obligation to make further payment until the costs, loss, and/or damage resulting from or arising out of the termination of the Contractor's employment have been calculated.
12. When total costs, loss, and/or damage resulting from or arising out of termination of the Contractor's employment have been calculated and deducted so far as practicable from any sum or sums which would, but for Condition 11, have been due to the Contractor, any balance shown as due to Tadley Town Council shall be recoverable as a debt or alternatively, Tadley Town Council shall pay to the Contractor any balance shown as due to the Contractor.

GRASSCUTTING SPECIFICATION

1. The areas to be cut, the number of cuts per year and the type of machine to be used are detailed in the attached schedule. All grassed areas shall be mowed with the appropriate machines to produce a standard of finish in keeping with the particular use of the area. The Contractor is expected to manage the operations mindful of weather conditions and type of grass.
2. The tender should include a list of grass cutting equipment the contractor intends to use to run the contract and confirmation that adequate reserve machinery is available to enable the work to be undertaken in the event of breakdowns.
3. As far as is reasonable, the Contractor shall carry out all necessary preliminary inspections of the areas to be cut on each occasion and remove debris which might cause or create a possible hazard to persons or property. Should a situation arise which prevents the Contractor fulfilling the contract, he is to report the facts to Tadley Town Council offices immediately.
4. Cutters to all mowers shall be sharp and properly set; they must cut cleanly and evenly. Mowers should have their height of cut so adjusted that at no time does scalping occur. Except for the Burial Ground for which differing requirements are specified, the height of mown grass must not exceed 50mm; the maximum height of grass between cutting cycles should not exceed 180mm. The height of mown grass in the Burial Ground must not exceed 25mm; the maximum height of grass should not exceed 100mm. If ground conditions prevent the maximum post-cut heights of 50mm and 25mm being achieved, the Contractor is to report the facts to Tadley Town Council Offices immediately.
5. The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide his staff with all safety equipment, (boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for the Council.
6. On each grassed area as much grass as practical shall be cut with a mowing machine. Uncut grass must not be left adjacent to paving, kerbs or shrub beds. As little as possible shall be left at the base of walls, fences, hedges, trees, lamp columns and other obstacles. A nylon cord trimmer shall be used to cut down long grass and weeds growing round the base of walls, fences, trees, lamp columns and obstacles.
7. In areas that contain bulbs or corms, the Contractor will ensure that the emergent bulbs are not cut. These areas will not be cut again until six weeks after flowering.
8. The Contractor will be required to recut any area, deemed to be unsatisfactorily mown, at his own expense.
9. Unless otherwise requested by Tadley Town Council, the areas are to be cut between 1 April and 31 October each year at an approximately equal periodicity dependent on the number of cuts. The precise dates when cutting will be required cannot be specified, but due regard must be taken of the weather and growth rates of the grass. In conditions of drought, cutting may be unnecessary. In very wet conditions the Contractor may be requested to cease cutting until conditions allow operations to be resumed without damaging the surface or creating divots.
10. Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at his own expense reinstate such damage forthwith to the satisfaction of the Council.
11. If inclement weather prevents the Contractor from mowing, he will quickly resume grasscutting once the conditions become suitable. The Contractor will be expected to provide sufficient manpower and machinery to catch up if there is a substantial amount of mowing time lost through bad weather.

Annexe B

12. Since it is not possible to predict accurately the precise number of mowings which may be required on any one site in a year, the schedule includes a maximum number, but the Contractor will be paid only for the number of cuts undertaken. Should additional cuts in excess of the maximum number be required written approval is to be obtained before commencing work.
13. All persons operating grass cutting machinery must be satisfactorily trained, conversant with current Health and Safety legislation and competent in their operating methods. Documentary proof of competence in these aspects will be requested by the Council.

TADLEY TOWN COUNCIL GRASS CUTTING - SCHEDULE

LOCATION	MAP REF	NO. OF CUTS PER YEAR	TYPE OF CUT REQUIRED	TYPE AND MANUFACTURER OF MACHINE WHICH WILL BE USED	COST PER CUT 2023/2024
Giles Road Allotment	A	9	Rotary machine. To be cut as close as possible to the fence.		
Memorial Gardens	B	9	Rotary machine. Strimming around obstacles.		
Honeybottom Road	C	9	Rotary machine. Strimming around obstacles.		
Gorselands	D	9	Rotary machine. Strimming around obstacles.		
AWE Dedicated Land	E	9	Rotary machine. Strimming around obstacles.		
Burial Ground, Cemetery (including grass area) & Car Park	F	26	<p>Rotary machine with grass box around graves. Strimming around headstones. Rotary elsewhere.</p> <p>Notes: Special care is to be taken around graves and headstones to avoid damage.</p> <p>Cut grass to be removed from headstones with a blower.</p> <p>Where the grave is obviously maintained by the family or friends no cutting or strimming should take place.</p> <p>Strimming/hand cutting children's graves (only those with no ornaments on).</p>		
The Green - Playing field to fence line including areas around seats, play equipment and trees.	G	26	Rotary machine. Strimming around obstacles.		

CERTIFICATE OF ACCEPTANCE

To: Tadley Town Council
 2 Franklin Avenue
TADLEY
 Hampshire
RG26 4ET

Having examined the Conditions of Contract, the Grass cutting Specification and Schedule, we offer to carry out the services in conformity therewith over a period of four years for the cost as detailed in Annex C, adjusted annually in accordance with the government's official increase in retail price index for the second, third and fourth years of the contract.

We understand you are not bound to accept the lowest or any tender you receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

In recognition of the principle that the essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering we certify that:

- A) We have not fixed or adjusted the amount of the tender under or in accordance with any arrangement with any other person.
- B) We have not done and we undertake that we will not do at any time before the hour specified for the return of the tenders any of the following acts:
 - 1. Communicate to any person, other than the person calling for this tender, the amount or approximate amount of the proposed tender.
 - 2. Enter into any agreement with any other person that he shall refrain from tendering or any arrangement as to the amount of any tenders to be submitted.
 - 3. Offered, pay, give or agree to 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 tenders or proposed tenders any act or thing of the sort described above.

Signature: Date:.....

Position in Firm or Company:

Name of Firm or Company:

Address:

.....

Please supply two references:

1.

2.

