

INVITATION TO TENDER

1. The Governing Bodies of Cranford Community College, Berkeley Primary School, Springwell Junior & Infant School, Cranford Primary School and Norwood Green Junior & Infant School (The Cranford Group) wish to invite tenders for the provision of a Grounds Maintenance service.

The services to be provided and the terms and conditions of the contract are set out in the attached tender documents.

2. Tenderers are asked to read the tender documents carefully to make sure that they understand the services to be provided and the obligations to be met by them if their tender is accepted.

3. The Cranford Group has nominated a Contact Officer to deal with questions on the tender documents. The Contact Officer is:

Mr Fergus Small
Managing Director
Scrutiny (outsourcing) Ltd
PO Box 2084
Bolton
BL6 6WB

fergus.small@scrutiny-outsourcing.ltd.uk

4. Should tenderers be in any doubt as to the interpretation of the tender documents the Contact Officer will try to answer emailed questions before tenders are submitted.

Grounds Maintenance Contract Tender

Cranford Community College - Berkeley Primary School – Springwell Junior & Infant School – Cranford Junior & Primary School – Norwood Green Junior & Infant School

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Proposed Tender Timetable

Site Visits	4 th January 2019
Receipt Of Tenders	12.00noon 22 nd February 2019
Award Of Contract	8 th March 2019
Standstill Period Commences	15 th March 2019
Standstill Period Ends	29 th March 2019
Contract Commences	8 th April 2019

Tender Evaluation Criteria Non-Price & Price

Non-Price Criteria Reference (page 13)	Weighting	Score	Total
Proposed staff establishment (para 7.4.2)	4		
Contract Management arrangements (para 7.4.3)	4		
Proposed working methods (para 7.4.4)	4		
Proposed quality monitoring arrangements (para 7.4.5)	4		
Proposed arrangements to maintain and improve customer relations (para 7.5.6)	4		
Details of equipment, vehicles and plant (para 7.4.7)	4		
Proposed staff workwear (para 7.4.8)	4		
Proposed mobilisation arrangements (para 7.4.9)	4		

- The total for each factor is the weighting x the score
- Maximum of 32 points available

Scoring Methodology

Score	
4	Excellent. Exceeds expectations / demonstrates clear understanding of issues / questions & expands on the response sought
3	Good. Meets expectations / demonstrates understanding of the issue & some thought in framing response
2	Satisfactory. Meets expectations / standardised response / no attempt to customise / minor reservations
1	Unsatisfactory. Does not meet expectations / response is weak & does not fully address the issue / reservations
0	No response

Price and Non-Price Scoring Calculation:

Non Price Scoring Calculation	Score achieved divided by 32 (max) x 40%
Price Scoring Calculation	The most competitively priced tender will achieve a score of 60%, less competitive bids will receive a % of the maximum score that represents the difference in cost between the tender and the most competitively priced tender.
Total Percentage	% scores above added together

THE CRANFORD GROUP
FOR GROUNDS MAINTENANCE SERVICES
CONDITIONS OF TENDER

INDEX

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1. **TERMS AND CONDITIONS**

- 1.1. Every tender received by The Cranford Group will be considered to have been made subject to these Conditions of Tender unless The Cranford Group has agreed in writing to the contrary. Any tender submitted on the basis of alternative terms or conditions will be rejected by The Cranford Group unless there has been express approval to the alternative terms or conditions in writing.
- 1.2 The Cranford Group's Authorised Officer has authority to waiver/ vary the tender documents on behalf of the Governing Bodies. No other officer or agent of The Cranford Group can agree changes to the tender documents.

2. **PREPARATION OF TENDER**

- 2.1 Tenderers must make sure they have all the information needed to prepare their tender.
- 2.2 Any information supplied by the Contact Officer is intended to help tenderers prepare their tenders. Tenderers must satisfy themselves that this information is accurate. The Cranford Group will not accept responsibility for any loss or damage arising from the use of the information.
- 2.3 The Cranford Group will expect tenderers to have visited the sites and satisfied themselves as to the nature and extent of the services to be provided; access to sites; the staff, materials, equipment and machinery needed to provide the services; the effect that public access and Client use of the site may have on the provision of the services; and to have made sure that the rates and prices stated in their tender are accurate and will cover all their obligations under the contract.
- 2.4 Any questions on the tender documents must be raised and resolved with the Contact Officer before the tender is submitted. Except in the case of variation payments, The Cranford Group will not consider any demand by the successful tenderer for additional payments once the contract has been let or accept any matter as excusing the successful tenderer from properly providing the services in full and in accordance with the terms and conditions of the contract.
- 2.5 The Cranford Group believes that the measurements specified in the tender documents are correct. However The Cranford Group does not accept liability for individual measurements. If the successful tenderer believes that any site or area is at least ten per cent larger or smaller than indicated in the tender documents, the tenderer will have the right to ask The Cranford Group to re-measure the area or site. If the re-measurement shows a variation in excess of ten per cent of the total area the new measurement will be substituted in the tender documents (regardless of whether it is an increase or decrease), the contract price will be recalculated as if a variation to the contract had been agreed, and The Cranford Group will meet the cost of the survey. If the re-measurement does not show a variation in excess of ten per cent, the original measurement will stand and the tenderer will meet the cost of the survey.

3. **CANVASSING**

- 3.1 The Cranford Group will not consider any tender submitted by a tenderer who has directly or indirectly canvassed any Member or Officer of The Cranford Group about the award of the contract, or tried to obtain confidential information about the contract from any person who is, or has been, contracted to provide services to The Cranford Group, or who has directly or indirectly obtained or tried to obtain information from any Staff Member or Governor about any other tenderer.

4. **CONFIDENTIALITY**

- 4.1 Any information supplied by The Cranford Group in connection with the tender and contract is confidential and must not be made available to any other person.
- 4.2 The tender documents will remain the property of The Cranford Group (whether or not a fee has been charged for the documents) and must be returned to The Cranford Group upon request.

5. **COLLUSIVE TENDERING**

- 5.1 The Cranford Group will not consider any tender from a tenderer who:
- 5.1.1 fixes or adjusts the prices in their tender in agreement with any other person; or
 - 5.1.2 communicates to any other person (other than The Cranford Group) the prices in their tender except where this is needed to obtain quotations for the preparation of the tender, or for insurance arrangements.
 - 5.1.3 enters into an agreement with any other person that they will not submit a tender or will limit or restrict the prices in their tender; or
 - 5.1.4 commits an offence under the Prevention of Corruption Acts 1889 to 1916, or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972, in connection with the award of the contract;
- 5.2 The rejection of the tender will be without prejudice to any other civil remedies which may be available to The Cranford Group or any criminal liability which the tenderer's action may attract.

6. **TENDERS FOR SELECTED SERVICES**

- 6.1 Tenders must meet in full the service requirements and service standards set out in the tender documents. The Cranford Group will reject tenders for parts of the services, or for different standards or frequencies of service, or subject to alternative or additional terms or conditions.

7. **THE TENDER**

- 7.1 Tenders must be submitted on the Form of Tender attached at Appendix 3.
- 7.2 Tenders must be accompanied by -
- 7.2.1 A certificate in the form set out in Appendix 4 that the tenderer has not engaged in collusive tendering.
 - 7.2.2 A certificate in the form set out in Appendix 5 that the tenderer has not canvassed any Staff Member or Member of the Governing Bodies of The Cranford Group.
 - 7.2.3 A statement of the names and home addresses of the partners if the tenderer is a partnership; or a statement of the names and home addresses of the directors and secretary of the company if the tenderer is a company.
 - 7.2.4 If the tenderer is a company other than a public limited company, a statement of the names and addresses of the members of the company and of their shareholdings.
 - 7.2.5 A brief summary of the tenderer's trading history and present trading circumstances.
 - 7.2.6 Details of previous Grounds Maintenance contracts operated by the tenderer in either the public or private sector (including a statement as to whether each contract was completed or terminated during the contract period).
 - 7.2.7 Audited accounts for the last three financial years if the tenderer has not been trading for three years for the period of the tenderer's incorporation if a company, or for the period of the tenderer's trading if a partnership or sole trader) or annotated accounts accompanied by an explanation as to why audited accounts are not available.
 - 7.2.8 The names of the tenderer's bankers and of two other trade and credit referees.
- 7.3 Tenders must be accompanied by a statement which answers the following questions on the tenderer's health and safety policies and practices -
- 7.3.1 Have you got a written Health and Safety Policy? If so, please enclose a copy.
 - 7.3.2 Have you established any Codes Of Safe Working Practices For Grounds Maintenance Services? If so, please enclose a copy.
 - 7.3.3 Have you been prosecuted for any breaches of health and safety legislation in the last three years? If so, please give details.
 - 7.3.4 Is any prosecution outstanding? If so, please give details.

- 7.3.5 Have you been issued with an Improvement Notice by any Enforcing Agency in the last three years? If so, please give details.
- 7.3.6 Have you been issued with a Prohibition Notice by any Enforcing Agency in the last three years? If so, please give details.
- 7.3.7 Have any major injuries or dangerous occurrences (as defined under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1985) happened in connection with your work activities in the last three years? If so, please give details.
- 7.3.8 Have you reported any major injuries to any Enforcing Agency in the last three years? If so, please give details?
- 7.3.9 Have you established procedures for the reporting, recording and investigation of accidents, diseases and dangerous occurrences? If so, please give details?
- 7.3.10 How are your health and safety policies and procedures conveyed to your workforce?
- 7.3.11 Do your employees receive information of hazards and means avoiding accident or injury before starting work? If so, please give details.
- 7.3.12 Will you give the Group's Authorised Officer full access to your safety records and safety information?
- 7.3.13 Do you have particular arrangements for a competent person to identify hazards and assess risks which are subject to control under the Health and Safety Regulations? What are they?
- 7.3.14 What procedures do you have which ensure adequate control of hazards arising from use of "substances" and "work processes" that require competent assessment under relevant Health and Safety Regulations?
- 7.3.15 What procedures are in place to enable suitable and sufficient response to any emergency or contingency which may arise in the course of work under the contract?
- 7.3.16 What arrangements are there for the provision and maintenance of safety in use of "work equipment" and "personal protective equipment"?
- 7.3.17 What arrangements do you have for assessing manual handling tasks and for reducing risks of injury from unavoidable hazards?
- 7.4 Tenders must be accompanied by details of the tenderers:
 - 7.4.1 proposed management structure (including brief details of the management background and experience of the principal managers to be employed on the contract);

Grounds Maintenance Contract Tender

Cranford Community College - Berkeley Primary School – Springwell Junior & Infant School – Cranford Junior & Primary School – Norwood Green Junior & Infant School

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- 7.4.2 projected staff establishment;
 - 7.4.3 contract management arrangements;
 - 7.4.4 proposed working methods;
 - 7.4.5 proposed quality monitoring arrangements;
 - 7.4.6 proposed arrangements to maintain and improve customer relations;
 - 7.4.7 equipment, vehicles and plant to be used in carrying out the services;
 - 7.4.8 staff workwear (including protective clothing) and identity cards;
 - 7.4.9 proposed mobilisation arrangements in the period from the award of the contract to the commencement date.
- 7.5 Any documents that require a signature must be signed -
- 7.5.1 where the tenderer is an individual, by that individual;
 - 7.5.2 where the tenderer is a partnership, by two duly authorised partners;
 - 7.5.3 where the tenderer is a company, by such persons as are properly authorised for that purpose
- 7.6 Any documents that require to be sealed must be duly sealed and witnessed. Where the person executing the document is a company the sealing must be in accordance with the company's Articles of Association or other constituting document.
- 7.7 The Form of Tender and any accompanying documents must be completed in full. Any tender which contains alterations, qualifications, gaps or omissions is likely to be rejected by The Cranford Group.
- 7.8 Tenderers must keep their Forms of Tender valid and open for acceptance by The Cranford Group for a period of 90 days after the tender date.

8. PRICING OF TENDERS

- 8.1 Tenders must be priced in accordance with the format set out in Appendix 3.
- 8.2 Tenders must quote prices for the first year of the contract period in full year price form so that The Cranford Group can properly compare different tenders.
- 8.3 Prices must remain fixed for the first year of the contract period. The contract is expected to start on or around 8th April 2019.
- 8.4 Tenderers should note that, in assessing tenders, The Cranford Group reserves the right to take into account all costs to The Cranford Group associated with the contract.

9. **TIME**

Tender submissions:

From 18th October 2018 public procurement exercises will require e-communication between buyers and suppliers to allow for a secure and auditable online system.

The rationale for the change is that e-communications are commonly agreed to help streamline and strengthen the procurement process for both buyers and suppliers.

The new rules are intended to improve transparency and auditability, make public contracts more accessible to suppliers, promote cross-border trading and reduce administrative costs.

This will mark the official end of hard copy submissions.

In order to comply with this, bidding companies will need to initially register their interest and then use the post box at mytenders.co.uk as a secure electronic mail box.

To be received by 12 noon on the 22nd February 2019.

Presentations (tbc) to the Cranford Group are scheduled for will take place on the 7th March 2019

9.1 The Cranford Group may, at its absolute discretion, extend the closing date and time. Any extension will apply to all tenderers.

10. **ACCEPTANCE**

- 10.1 The Cranford Group is not bound to accept the lowest tender and reserves the right, at its absolute discretion to accept or not accept any tender submitted.
- 10.2 The Cranford Group will not be liable for any expense or loss suffered or incurred by a tenderer in preparing their tender.

11. **FORM OF CONTRACT**

11.2 The successful tenderer will be required to execute a formal agreement with The Cranford Group. The draft contract is attached at Appendix 2.

11.2 Until the formal agreement has been executed, the successful tender, together with The Cranford Group's written acceptance of the tender, will form a binding agreement between The Cranford Group and the successful tenderer.

12. **GUARANTEE**

- 12.1 If the successful tenderer is a subsidiary company within the meaning of 5736 of the Companies Act 1985 (as amended) the tenderer must provide The Cranford Group with a Guarantee by their holding company or companies (as defined under the same Act) that they will meet the terms of the contract and provide services to the required service standards.

The Guarantee must be in the form set out in Appendix 6 or in similar form agreed in advance with The Cranford Group.

- 12.2 If the successful tenderer fails to provide the Guarantee within the period specified, The Cranford Group will have the right, by written notice, to accept this failure as terminating the contract between The Cranford Group and the tenderer. The tenderer will then be liable to pay to The Cranford Group ascertained and liquidated damages for a sum equal to the difference between the amount of the successful tender and the amount of the next highest tender or tenders received by The Cranford Group, plus all costs to The Cranford Group arising from the termination of the contract.

13. **DEFINITIONS**

13.1 In these Conditions of Tender, the following expressions have the following meanings - "The Cranford Group": means the Governing Bodies of:

- Cranford Community College, Cranford, Hounslow. TW5 9PD
- Berkeley Primary School. TW5 9HQ
- Springwell Junior & Infant School. TW5 9EF
- Cranford Primary School. TW4 6ND
- Norwood Green Junior & Infant School. UB2 5RN

"The Draft Contract": means the draft agreement attached to this invitation to tender.

"The Services" : means the Grounds Maintenance to be provided under the terms of the contract.

"The Tenderer": includes any person to whom this invitation to tender is addressed and any person who submits a tender.

"The Authorised Officer": means the Officer appointed by the Group to act on behalf of The Cranford Group on all matters under the contract.

"The Contact Officer": means the Officer appointed to certify receipt of tenders, provide written answers to questions and make arrangements for site visits and briefing meetings.

"The Tender Date": means the date indicated in the invitation to tender by which Forms of Tender must be submitted to The Cranford Group.

13.2 In these Conditions of Tender, unless explicitly stated:

13.2.1 words in the singular include the plural and words in the plural include the singular;

13.2.2 references to appendices refer to the appendices to the invitation to tender;

13.2.3 references to staff include all employees (including part time staff, trainees and apprentices);

13.3 Any written notice to a tenderer will be considered to have been served at the time of actual delivery if hand delivered, or at the time of delivery in ordinary course of post if posted in a prepaid envelope. Postal notices will be addressed to the tenderer by name and sent to the tenderer's last known place of abode or business or in the case of a company, to the registered office of the company.

THE CRANFORD GROUP

CONDITIONS OF DRAFT CONTRACT

I N D E X

1. Definitions and Interpretation
2. Contract Period
3. Services
4. Authorised Officer
5. Administration of Contract
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9. Notice
10. Location Supervisor
11. Supervision of Staff
12. Staff
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15. Equipment and Materials
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17. Use of Client's Premises and Facilities
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THIS AGREEMENT is made the day of 20 between The Cranford Group hereinafter referred to as "the Client" of the one part and hereinafter referred to as "the Contractor" of the other part.

WHEREAS the Client wishes to hire the Contractor to provide Grounds Maintenance.

AND WHEREAS the Contractor has submitted a tender for providing certain Grounds Maintenance which The Cranford Group has accepted.

NOW THEREFORE it is agreed and declared as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In these documents (unless the context requires otherwise) the following definitions will be used:

ADDITIONAL WORK. Work additional to that defined in the Specification which the Client may instruct the Contractor to perform.

AREA. Any part of a Location referred to in the Specification.

AUTHORISED OFFICER. The representative of the Client for all purposes connected with the Contract.

AUTHORITY'S PREMISES. Any part of the premises owned or occupied by the Client.

COMMENCEMENT DATE. The date from which Grounds Maintenance services are to be provided.

CONDITIONS. These Conditions of Contract and any supplementary Conditions or modifications.

CONTRACT. The formal agreement between the Client and the Contractor, including the Form of Tender, Conditions of Contract, Specification, Priced Schedules, Appendices and any other associated documents.

CONTRACT PERIOD. The period during which the Contract will remain in force.

CONTRACT PRICE. The annual price to be paid to the Contractor by the Client for providing Grounds Maintenance to the required service standards and meeting the terms and conditions of the contract.

CONTRACT STANDARD. The standard of Grounds Maintenance as set down in the contract.

CONTRACTOR. The tenderer whose tender is accepted by the Client and who enters into a contract with the Client to supply Grounds Maintenance.

DEFAULT NOTICE. A notice served by the Authorised Officer on the Contractor detailing instances in which Grounds Maintenance have not been carried out at all, or have been carried out inadequately. The notice will indicate any remedial action to be taken by the Contractor or, where appropriate, any deductions from the Contract Price.

FORM OF TENDER. The offer to provide Grounds Maintenance in the form set out in the Conditions of Contract, together with all documents, evidence and information required by the Client.

MONTH. An operating period of twenty-eight days.

SERVICES. The Grounds Maintenance to be provided by the Contractor under this Contract.

SPECIFICATION. The Specification detailing Grounds Maintenance to be provided under this Contract. This may be varied by the Client from time to time in accordance with Paragraph 24.

TENDERER. Any person who submits or intends to submit a Form of Tender in accordance with the Conditions of Contract.

TWELVE MONTH PERIOD. In respect of any date, the immediately preceding period of twelve calendar months.

VARIATION. A variation to the Specification made by notice given by the Client to the Contractor in accordance with Paragraph 24.

- 1.2 Words in the singular will include the plural and vice versa.
- 1.3 Words importing individuals will be treated as importing corporations and vice versa.
- 1.4 References to conditions, paragraphs and schedules are references to conditions, paragraphs and schedules of the Contract, except where specifically indicated otherwise.
- 1.5 Clause headings are for ease of reference only and will not affect construction.
- 1.6 Reference to an Act of Parliament and any Order, Regulation, Statutory Instrument will include a reference to any later amendment or re-enactment of the legislation.

2. **CONTRACT PERIOD**

- 2.1 This Contract will remain in force for four years from the Commencement Date. The Client will be able to terminate the contract at any time during the contract period provided that it gives one terms notice in writing to the Contractor.

The Contractor will also be able to terminate the contract by giving one terms notice in writing to the Client.

The Client will have the option to extend the Contract Period for a further period of two years provided that it gives the Contractor at least one terms notice in writing. The Client may exercise its option to extend the Contract at any time during the Contract Period.

- 2.2 The Contractor must make appropriate handover arrangements in the time between the award of the Contract and the Commencement Date to make sure that service standards are maintained. During that time the Contractor will be given access by arrangement with the Authorised Officer. The Contractor must submit proposed handover arrangements with the tender.

3. **SERVICES**

- 3.1 The Client may, at any time after the tender has been accepted, require the Contractor to make reasonable changes to the programmes of work submitted with the tender. The Authorised Officer must approve the revised programmes of work in writing and, once they have been approved, the revised programmes of work will be treated as part of the Specification for the purpose of the Contract.
- 3.2 The Contractor may be required to carry out further additional work from time to time: This work will be specified by the Authorised Officer in an Order for Additional Work.
- 3.3 The additional work will be similar to the main work carried out under this Contract. The Authorised Officer will make sure that, wherever possible, the contractor is given at least one weeks notice of any additional work.

4. **AUTHORISED OFFICER**

- 4.1 The functions, rights and powers of the Client under this Contract will be exercised by the Authorised Officer .
- 4.2 The Contractor must not question the authority of the Authorised Officer or any person nominated by the Authorised Officer to act on his/her behalf.

5. **AMINISTRATION OF CONTRACT**

- 5.1 The Authorised Officer will let the Contract on behalf of the Governing Body of the Client.
- 5.2 The Authorised Officer will nominate a representative to deal with all matters under this Contract. Any notice, information or communication given by the nominated representative must be treated as begin given by the Authorised Officer.
- 5.3 The Authorised Officer will notify the Contractor in writing of any changes to nominated representatives. Until notice of a subsequent appointment has been given. The contractor will be entitled to treat as the nominated representative the person last notified by the Authorised Officer.

6. STANDARD OF SERVICES

- 6.1 Grounds Maintenance services must at all times meet the service standards set out in the Specification. The Contractor must not deviate from the Specification except in emergencies or with the prior written agreement of the Authorised Officer.
- 6.2 The Contractor must at all times provide Grounds Maintenance services in accordance with the terms and conditions of this Contract.
- 6.3 Grounds Maintenance services must be to a standard which is to the reasonable satisfaction of the Authorised Officer.
- 6.4 The Contractor, in providing Grounds Maintenance services, must comply with all relevant policies, procedures and standards of the Client as amended from time to time. These will be promptly notified to the Contractor by the Authorised Officer.
- 6.5 The Contractor must at all times provide Grounds Maintenance services in a way which promotes the image and reputation of the Client. The Contractor must make adequate arrangements to ensure that Grounds Maintenance services are provided at all times without undue noise or disturbance to service users, local residents or client employees.
- 6.6 The Contractor and the Contractor's staff must treat any information acquired under the Contract as confidential and must not disclose the information to any other person (other than a person authorised to receive the information by the Client).
- 6.7 The Authorised Officer will have the right to inspect the site at any time (either before, during or after the carrying out of Grounds Maintenance services) and interview any member of the Contractor's staff about service standards or any other matter related to the Contract.
- 6.8 The Contractor must provide, within five working days, any information reasonably requested by the Authorised Officer in order to respond to enquiries from Members of the Cranford Groups' Governing Bodies or from members of the public regarding Grounds Maintenance.
- 6.9 The Contractor must, if requested by the Authorised Officer, arrange to attend meetings of the Cranford Group's Governing Bodies to respond to questions about the contract service.

7. **DEFAULT**

- 7.1 If the Contractor fails to provide Grounds Maintenance to the Contract Standard then, without prejudice to any other right or remedy available the Client may:
- 7.1.1 require the Contractor to remedy such default within such time specified by the Authorised Officer. In the case of a missed priority task, as defined by the Authorised Officer, this shall mean within 2 hours of notification of the defect. The Contractor would then provide or provide again without further charge to the Client such part of the service to the Quality Standard; and/or
 - 7.1.2 without determining this Contract in whole or in part, itself provide or procure the provision of such part of the Services until such time as the Contractor shall have proved to the reasonable satisfaction of the Authorised Officer that such part of the Services will once more be provided by the Contractor to the Quality Standard; and/or
 - 7.1.3 without determining this Contract in whole or in part, deduct from any monthly sum payable to the Contractor, a sum equivalent in value to the work not undertaken within the required time period, based on the tendered price from Schedule 4 (ii), together with an administration charge of £50.00 per occasion.
- 7.2 The options set out under paragraph 7.2 may be exercised successively by the Client in respect of any service fault.
- 7.3 The Client will have the right to charge to the Contractor the cost of any Grounds Maintenance provided direct by the Client or through a third party under para. 7.1.2 together with an administration charge equal to 10% of the cost of Grounds Maintenance.

8. **TERMINATION**

- 8.1 If the Contractor commits any breach of its obligations under this Contract; or suspends payment of its debts; or convenes or holds a meeting of creditors; or commits an act of bankruptcy; or has a receiver appointed by the Court or any debenture holder; or goes into liquidation whether voluntary or otherwise (except a voluntary liquidation by a solvent company for the purposes of amalgamation or reconstruction); or makes any arrangement for the benefit of creditors; or if distress or execution is levied or threatened upon any of the Contractor's property; or if any judgement against the Contractor remains unsatisfied for more than 14 days; this will constitute a breach of this Contract and the Client will have the right, without prejudice to any other remedies available under this Contract or any rights of action which may accrue or have already accrued to the Client, to suspend payments to the Contractor, and, at the Client's sole option, terminate this Contract and retake possession of any of the Client's materials, clothing, equipment or other goods loaned, hired or otherwise made available to the Contractor.

9. NOTICE

9.1 Any notice which the Contractor is required to give to the Client under this Contract must be made in writing and must be served either:

9.1.1 by delivering the notice by hand to the Client at the appropriate following address:

The Authorised Officer Grounds Maintenance Contract Cranford Community College High Street Cranford Middlesex TW5 9PD	The Authorised Officer Grounds Maintenance Contract Berkeley Primary School Cranford Lane Heston Middlesex TW5 9HQ
The Authorised Officer Grounds Maintenance Contract Springwell Junior & Infant School Vicarage Farm Road Heston Middlesex TW5 0AG	The Authorised Officer Grounds Maintenance Contract Cranford Primary School Woodfield Road, Off The Parkway Cranford Middlesex TW4 6ND
The Authorised Officer Grounds Maintenance Contract Norwood Green Junior & Infant School Thornccliffe Road Southall Middlesex UB2 5RN	

in which case the notice will be considered to have been served at the time it is delivered (provided a receipt is obtained); or

9.1.2 by posting the notice in a pre-paid envelope sent by recorded delivery to the Client at the above address, in which case the notice will be considered to have been served when a signature acknowledging its receipt has been obtained.

9.2 Any notice which the Client is required to give to the Contractor under this Contract must be made in writing and must be served either:

9.2.1 by delivering the notice by hand to the Contractor's last known place of abode or business or, if the Contractor is a company, at the registered office of the company, in which case the notice will be considered to have been served at the time it is delivered (provided a receipt is obtained); or

9.2.2 by posting the notice in a pre-paid envelope sent by recorded delivery to the Contractor at the Contractor's last known place of abode or business or, if the Contractor is a company at the registered office of the company, in which

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case the notice will be considered to have been served when a signature acknowledging its receipt has been obtained.

10. **LOCATION SUPERVISOR**

- 10.1 The Contractor must make sure that at all times during the Contract Period a qualified and experience Location Supervisor is available to act on behalf of the Contractor. The Location Supervisor must be able to be contacted by the Authorised Officer at all times during every working day.
- 10.2 The Contractor must within two weeks after the Client has accepted its Form of Tender give written notice to the Authorised Officer of the identity of the proposed Location Supervisor and their management experience and qualifications. The Authorised Officer must approve the appointment of the Location Supervisor in writing (this approval will not be unreasonably withheld). The Contractor must, if necessary, propose different persons to be appointed as Location Supervisor until approval has been given by the Authorised Officer.
- 10.3 The Location Supervisor will be the authorised representative of the Contractor for all matters under this Contract. Any notice, instruction or other communication given to the Location Supervisor or his/her deputy will be considered to have been given to the Contractor.
- 10.4 The Location Supervisor must inform the Authorised Officer promptly and in writing of any action by the Client which will prevent, or is likely to prevent, the Contractor from providing Grounds Maintenance to the required Contract Standard. The Authorised Officer will investigate the points raised and reply in writing to the Location Supervisor.
- 10.5 In the event of a major problem which cannot be resolved locally, the Location Supervisor would contact directly the Headteacher of the College.
- 10.6 The Location Supervisor must carry a suitable means of identification agreed with the Authorised Officer.

11. **SUPERVISION OF STAFF**

- 11.1 The Contractor must establish effective supervisory arrangements and procedures to make sure that the Contractors staff are adequately supervised at all times and properly perform their duties.
- 11.2 The Contractor's staff must, while on the Client's premises, obey any reasonable instructions by the Authorised Officer's representatives on any matter affecting immediate health and safety needs.
- 11.3 The Contractor must nominate a contact person to co-ordinate the Contractor's health and safety at work policies and procedures under this Contract. The Contractor must inform the Authorised Officer of the name and location of the person nominated, their duties and responsibilities and any subsequent changes.
- 11.4 The Contractor shall make sure that staff assist the Authorised Officer in any investigation of complaints, disciplinary matters or claims for damages.

12. **STAFF**

- 12.1 The Contractor must, at all times, employ sufficient qualified, instructed and competent staff to provide Grounds Maintenance to the Contract Standard.

The Contractor must also make sure that a sufficient reserve of qualified, instructed and competent staff is available at all times, or have other appropriate cover arrangements, to provide Grounds Maintenance to the Contract Standard during staff holidays or sickness absence.

- 12.2 The Contractor must make sure that all staff are properly instructed with Regard to:

- 12.2.1 the task or tasks each person has to perform;
- 12.2.2 the terms and conditions of this Contract;
- 12.2.3 the need for staff working to observe the highest standards of courtesy and consideration towards service users;
- 12.2.4 all relevant rules, procedures and standards of the Client.
- 12.2.5 all relevant rules, procedures and statutory requirements concerning health and safety at work (including fire risks and precautions);
- 12.2.6 the need to recognise situations which involve an actual or potential danger of personal injury to any person on the Client's grounds; and
 - (i) how to make such situations safe without personal risk; or
 - (ii) how to report such situations immediately to the Location Supervisor or, in their absence, to an appropriate member of the Client's staff.

- 12.3 The Client has a duty to protect young people and vulnerable persons against potential violence and abuse.

As the Contractor's staff will have substantial access to children the contractor must provide the Authorised Officer with the DBS certification for all employees who may come to site.

The Contractor will only be permitted to employ staff at this location subject to satisfactory approval of the Authorised Officer.

- 12.4 The Contractor must make sure that the Location Supervisor maintains proper records and work rotas to indicate which staff are on duty at any one time. Staff records must also contain all appropriate

information required under the terms of this Contract and must be open to inspection by the Authorised Officer.

- 12.5 The Contractor will be responsible for the employment and conditions of service of staff, including, without limitation, the payment of wages, taxes, national insurance contributions and other levies.
- 12.6 The Authorised Officer will have the right to instruct the Contractor to take reasonable disciplinary action against, or remove from any location, any person employed by the Contractor to provide Grounds Maintenance service. The Contractor must comply immediately with any such instruction. The Client will not be liable to the Contractor, or any of its employees, for any disciplinary action or removal, and the Contractor must fully and promptly indemnify the Client in respect of any claims arising from such action.
- 12.7 The Contractor must make sure that staff carry out their duties quietly and efficiently and do not cause any unreasonable or unnecessary disruption to Client staff or pupils of the College. The Contractor must also make sure that staff do not unlawfully remove any article or item of property from any Location which is the property of the Client.
- 12.8 The Contractor must make sure that any money or other valuable item found is handed to the Location Supervisor (who shall forward the item to the Authorised Officer) or to a local police station (when a receipt must be obtained and forwarded to the Authorised Officer).
- 12.9 The Contractor must prohibit its staff from smoking inside the Client's premises.
- 12.10 The Contractor will be responsible for providing and cleaning uniforms, workwear and any special or protective clothing.
- 12.11 The Contractor must not advertise on any equipment or materials used to provide Grounds Maintenance unless this has been agreed in writing with the Authorised Officer.

13. EQUAL OPPORTUNITIES

- 13.1 The Contractor must establish adequate managerial and supervisory arrangements to make sure that staff are aware of the Borough Council's Policy Statement on Equal Opportunities In Service Delivery. (Schedule 9).
- 13.2 The Contractor and any Sub-contractor employed by the Contractor shall adopt a policy to comply with employers' statutory obligations under the Race Relations Act 1976, Sex Discrimination Act 1975 or the Employment Equality (Age) Regulations 2006 or any statutory modifications or re-enactments or either of these relating to discrimination in employment and, accordingly, will not discriminate directly or indirectly against any person because of their age, colour, race, nationality or national or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss employees.
- 13.3 The Contractor and any Sub-contractor employed by the Contractor shall observe, as far as possible, the Commission for Racial Equality's Code of Practice for Employment as approved by Parliament in 1983, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities.
- 13.4 In the event of any finding of unlawful age, sexual or racial discrimination being made against the Contractor or any Sub-contractor employed by the Contractor during the contract period by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Commission for Racial Equality over the same period, the Contractor shall inform the Client of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 13.5 The Contractor shall, on request, provide the Client with details of any steps taken under Condition 13.4 above.

14. **HEALTH AND SAFETY**

14.1 General

14.1.1 The Contractor must at all times operate a safe working and surveillance system which protects its employees, Client employees, staff and pupils and members of the public against accidents or risks to health and safety arising from work carried out under the Contract.

14.1.2 The Contractor will allow for all necessary precautions for safe working and ensure by means of competent supervision and adequate training and information that all unavoidable risks are identified and fully assessed sufficient to permit:

- effective emergency or contingency arrangements;
- safe methods of working and a safe place of work;
- provision and maintenance of adequate personal protective equipment;
- provision and maintenance of adequate welfare facilities;
- provision and maintenance of safe work equipment.

14.1.3 The Contractor must make sure that all machinery, vehicles and plant are properly maintained and regularly inspected by a competent person to ensure that they meet relevant safety regulations and British or European Standards.

14.1.4 The Contractor must make sure that mandatory notices and instructions on safe working practices are provided to all staff and prominently displayed at all places of work.

14.1.5 The Contractor must not use any machinery, vehicles or plant which has a serious defect or which present a danger to the Contractor's staff, Client employees, service users or members of the public.

14.1.6 The Contractor must provide all employees with appropriate and regular instruction in health and safety issues, use of vehicles, plant and equipment, chemical substances and safety procedures.

14.1.7 The Contractor must make sure that all staff use suitable protective clothing and protective equipment as conditions require. Wherever possible, the equipment and clothing should meet the appropriate British or European Standards.

14.2 Contractor's Safety Policy

14.2.1 The Contractor must prepare a written safety policy setting out his/her commitment to staff on health, safety and welfare issues.

14.2.2 The policy statement must set out procedures to be followed in relation to:

- management of Health and Safety and carrying out of assessments
- provision of protective clothing and equipment
- reporting, recording and investigating accidents
- fire precautions and fire drill
- first aid arrangements
- the use of plant, vehicles and equipment
- health, safety and welfare inspections
- ensuring legal requirements are met and statutory notifications made.
- control of risks identified by assessments of unavoidable hazards.

14.2.3 The Contractor must take account of any health and safety policy guidelines issued by the Client's Health And Safety Advisor in deciding good working practices.

14.3 Dangerous Substances

14.3.1 The Contractor must forward to the Authorised Officer a list of all substances and materials intended to be used in Grounds Maintenance, together with relevant health and safety data sheets and proposed storage arrangements.

14.3.2 The Contractor must make sure that all hazardous materials are used, stored and transported as required under relevant safety legislation and without any risk to Contractor's staff, Client employees, service users or members of the public.

14.4 Health and Safety at Work Act 1974

14.4.1 If, at any time, the Authorised Officer reasonably considers that the Contractor is not complying with relevant sections of the Health and Safety at Work Act 1974, or relevant regulations, codes of practice and guidance notes, then the Authorised Officer will have the right to:

- (a) instruct the Contractor to stop carrying out Grounds Maintenance, either immediately or within a specified period, without the Contractor being entitled to any additional payment, and shall be entitled to charge the Contractor liquidated damages for the suspended services;

- (b) instruct the Contractor to take appropriate measures to meet the Health and Safety At Work Act 1974, relevant regulations, codes of practice and guidance notes, without the Contractor being entitled to any additional payment;
 - (c) instruct the Contractor to comply with the advice of the Health and Safety Executive.
- 14.4.2 The Contractor must, at all times, allow the Authorised Officer access to all premises, plant, vehicles and equipment used to provide Grounds Maintenance services. The Authorised Officer will have the right to serve a written notice on the Contractor requiring the Contractor to put any plant, vehicles and equipment into a proper condition to meet the health and safety requirements in sub-clause 14.4.1. (a), (b) and
 - (c) above, without the Contractor being entitled to any additional payment.
- 14.4.3 The Authorised Officer may have the Contractor's plant, vehicles and equipment inspected by any other competent and qualified person in order to fulfil sub-clauses 14.4.1. and 14.4.2 above.
- 14.4.4 The Contractor must forward as soon as practicable, to the Authorised Officer, copies of any statutory or preliminary notices by any Health and Safety Enforcing Agency which cover Grounds Maintenance under this contract.

Also, any information relating to the statutory certification or inspection and maintenance of the safe conditions of plant, work equipment and safety equipment (Personal Protective Equipment) required under any statutory provision.

15. **EQUIPMENT AND MATERIALS**

- 15.1 The Contractor must keep all equipment used or stored on the Client's premises in a clean and serviceable condition.
- 15.2 The Contractor must not discharge oil or grease into building drains and must keep oil and grease in containers for disposal at an authorised off-site disposal point. If the Contractor does not comply with this condition, the Client will charge the Contractor any cost, charge or expense involved in opening, cleaning or repairing drains.
- 15.3 The Contractor will be responsible for the security of all materials and equipment used in providing the Grounds Maintenance service.

16. **BRITISH STANDARDS**

- 16.1 The Contractor must make sure that all equipment and materials meet appropriate British Standard Specifications or British Standard Codes of Practice issued by the British Standards Institute, or appropriate Specifications or Codes issued by the European Economic Community.

17. USE OF CLIENT'S PREMISES AND FACILITIES

- 17.1 The Client will allow the Contractor to use the following facilities free of charge during the Contract Period:
- 17.1.1 storage space for materials and equipment where available and by special arrangement.
 - 17.1.2 wash room and lavatory facilities (where they exist);
 - 17.1.3 staff parking facilities.
 - 17.1.4 the normal services of the premises, including electricity, water and gas.
- 17.2 The Contractor must not use the facilities provided for any purpose outside of this Contract except with the prior written approval of the Authorised Officer.
- 17.3 The Client would not expect any significant increase in service or energy costs as a result of providing Grounds Maintenance under this Contract.
- 17.4 The Contractor must make sure that once the facilities have been used they are returned to the same position and condition they occupied before use.
- 17.5 The permission to use the facilities is personal to the Contractor and the Contractor's staff and shall end immediately this Contract ends. Only the Contractor's staff, and persons making deliveries to the Contractor, may enter or use the Client's premises without the prior written permission of the Authorised Officer.
- 17.6 For the avoidance of doubt, the permission to enter and use the Client's premises is not the grant of a tenancy on any part of the premises.
- 17.7 The Contractor must not alter or modify premises without the prior written permission of the Authorised Officer.
- 17.8 The Contractor must keep all facilities clean, tidy and properly secure.
- 17.9 The Contractor must not put up any advertisement or display at any location or premises without the prior written approval of the Authorised Officer.
- 17.10 The Client will ensure access is available to Contractor's staff by agreement as set out in Schedule 1 (ii) .

The Contractor will not be in default if it is unable to provide Grounds Maintenance because the Client has failed to ensure access is available at these times.

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The Contractor must notify the Authorised Officer immediately if any locks, keys or access passes are lost. The Contractor may be required by the Authorised Officer to meet the cost of replacing any lost locks, keys or access passes.

18. **SECURITY**

- 18.1 The Contractor will be responsible for the security of all goods and equipment used to provide Grounds Maintenance or stored on the Client's premises.
- 18.2 The Contractor must co-operate and comply with all reasonable client recommendations on security matters.
- 18.3 The Contractor will be entirely responsible for the security of his/her payroll and the Client will not be liable for any loss or theft.

19. **ASSIGNMENT AND SUB-CONTRACTING**

- 19.1 The Contractor must not assign this Contract or any part of it or the benefit or advantage of this Contract or any part of it.
- 19.2 The Contractor must not sub-contract any Grounds Maintenance without the prior written approval of the Authorised Officer. The approval of the Authorised Officer will not release the Contractor from its liabilities or obligations under this Contract, and the Contractor will be responsible for the acts, defaults or neglect of any sub-contractors.
- 19.3 The Client will require a direct warranty and undertaking from any sub-contractor that they will meet the Grounds Maintenance standards set out in the specification and comply with the terms and conditions of this Contract.

20. **INDUCEMENTS**

- 20.1 The Contractor must not offer to any person any gift to persuade or reward them for doing or not doing anything relating to the award of this Contract or any other Contract with the Client. Nor must the Contractor offer any gift to any person to persuade or reward them for special treatment to the Contractor once this Contract has been awarded.

If the Contractor does offer any gift or reward or commit any offence under the Prevention of Corruption Acts 1889 to 1916 or Sub-Section (2) of Section 17 of the Local Government Act 1972, the Client will have the right to determine this Contract and recover from the Contractor any losses arising from the termination.

21. **LIABILITY AND INDEMNITY**

21.1 The Contractor will be liable for and must fully and promptly indemnify the Client, its Officers, employees, agents and other Contractors against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings arising (whether in Contract, tort or otherwise) directly or indirectly out of, or in the course of, or in connection with, the provision of or failure to provide, Grounds Maintenance or the use or occupation by the Contractor or the Contractor's staff of the Client's premises or the breach by the Contractor of any part of this Contract.

The Contractor will be liable to reimburse the Client for all costs reasonably incurred by the Client in reinstating or replacing property and equipment, whether or not this results in an improvement to the property or equipment.

21.2 The Contractor's liability and indemnity to the Client under paragraph 20.1 will be without prejudice to any other right or remedy available to the Client.

21.3 The Client will not be liable to the Contractor (whether in Contract, tort or otherwise) for any loss, damage or injury arising out of, or in the course of, or in connection with, the provision by the Contractor of Grounds Maintenance services or the use or occupation by the Contractor or the Contractor's staff of the Client's premises except for:

21.3.1 any failure by the Client to make proper payments to the Contractor under this Contract; or

21.3.2 any deliberate or negligent act or omission by the Client or any Client employee (particularly any negligent act or omission which leads to death or personal injury).

22. **INSURANCE**

22.1 The Contractor must have adequate insurance cover throughout the Contract Period to meet its liabilities under Paragraph 21. The insurance cover must be at least £5,000,000 in respect of any one incident.

The Contractor's insurance policy must have the interest of the Client noted on it.

22.2 The Contractor must also have proper insurance cover throughout the Contract Period to meet the personal injury or death of any person employed by the Contractor. This must comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any subsequent statutory orders or amendments.

22.3 The Contractor must provide written evidence that proper insurance cover has been obtained if requested by the Authorised Officer.

22.4 If the Contractor fails to maintain adequate insurance cover during the Contract Period the Client will have the right to arrange insurance cover itself and charge the cost of the insurance (together with an administration charge of 10%) to the Contractor. This may be done either by deducting an appropriate amount from the monthly payments to the Contractor or by recovering the costs as a debt from the Contractor.

23. **CONTRACT PRICE**

- 23.1 The prices quoted in the Form of Tender (and accompanying documents) must be exclusive of Value Added Tax.
- 23.2 The Contract Price per year will be that stated in the Form of Tender. The Contract Price will become payable from the Commencement Date.
- 23.3 The prices stated in the Form of Tender must cover all costs under this Contract including labour, equipment, materials, transport, management costs, overheads, royalties, licence fees and any other expenses incurred by the Contractor in providing Grounds Maintenance services.
- 23.4 The Contractor must not, and must make sure that its staff do not, solicit or accept any gratuity, tip, reward, collection or charge for providing Grounds Maintenance (other than the Contract Price).
- 23.5 The Contract Price will be reviewed annually from the Commencement Date - (Schedule 8).

24. **VARIATIONS**

24.1 The Client will have the right (subject to at least one month's notice in writing, or less than one month's notice by agreement with the Contractor) to vary this Contract by:

24.1.1 removing or adding to the Grounds Maintenance set out in the Specification;

24.1.2 increasing or decreasing the work frequencies set out in the specification;

24.1.3 reviewing or amending work programmes;

24.1.4 adding to, removing, or amending any Client policy, or procedure which applies to this Contract.

24.1.5 no variation required by the Client will vitiate this Contract.

24.2 If the Client wishes to vary the Contract, the monthly payments to the Contractor for the balance of the year of the Contract Period will be adjusted by an appropriate sum agreed in writing by the Contractor and the Client.

24.3 The Client will not make any variation to the Contract which would reduce the monthly payments to the Contractor by more than 20% (except with the prior written agreement of the Contractor).

24.4 If the revised monthly sum payable to the Contractor has not been agreed by the time the variation is due to start, the Client will continue to pay the Contractor at the previous rate. The next monthly payment to the Contractor will then be adjusted to meet the cost of the variation.

25. **PAYMENT**

- 25.1 The Client will usually pay the Contractor monthly in arrears except when this falls during the Client's holidays when payment will be made during the first week of the new term.
- 25.2 Within seven days of the end of each month of the contract period, the Contractor must submit to the Authorised Officer (in duplicate) an invoice which shows:
 - 25.2.1 the amount of the monthly sum due to be paid for that period;
 - 25.2.2 the sums to be deducted in accordance with Paragraph 24.3
 - 25.2.3 the sums to be added in accordance with Paragraph 24.3
 - 25.2.4 the sum to be added by way of Value Added Tax;
 - 25.2.5 the net sum due to the Contractor after taking into account of items 24.2.1. to 24.2.4
- 25.3 The Client will pay the Contractor within 28 days of the receipt of the monthly invoice and in accordance with the Financial Regulations.
- 25.4 If the Authorised Officer has withheld sums from the monthly payment to the Contractor for failing to meet the Contract Standard (Paragraph 7 - Default), he/she will issue the Contractor with a default statement setting out how the sum has been calculated and the areas affected.

26. **RECOVERY OF SUMS DUE TO THE CLIENT**

26.1 If under this Contract any sum is due to be recovered from or paid by the Contractor, the Client will have the right to deduct that sum from any monthly payments to the Contractor.

26.2 If the Contractor fails to pay the Client any sum due under this Contract (or under any other contract between the Contractor and the Client) the Contractor will be liable to pay interest to the Client at the rate of 2% per month on the sum. This interest will run from day to day and will accrue before and after any judgement and will (when appropriate) be compounded monthly on the amount overdue until payment has been made.

27. **INDUSTRIAL ACTION**

- 27.1 The Contractor must notify the Authorised Officer immediately of any actual or potential industrial action (either by its own staff or other staff) that might affect its ability to deliver Grounds Maintenance under this Contract. The Contractor must submit contingency plans and arrangements to the Authorised Officer if requested and these must be approved by the Authorised Officer.
- 27.2 If the Contractor is unable to maintain Grounds Maintenance to the Contract Standard as a result of industrial action the standard default procedures will apply.

28. **AGENCY**

- 28.1 The Contractor is not an agent of the Client. The Contractor must not hold itself out as having authority or power to bind the Client in any way.
- 28.2 The Contractor is not and must not hold itself out as being authorised to enter into any contract on behalf of the Client or in any way to bind the Client to the performance, variation, release or discharge of any obligation.

29. **WAIVER**

- 29.1 If the Client does not enforce the terms of the Contract at any time this will not affect the validity of the Contract and must not be construed as a waiver of the Contract or any part of the Contract, or restrict the right of the Client to enforce any part of the Contract in future.

30. **WARRANTIES**

- 30.1 The Contractor in submitting its Form of Tender warrants and represents to, and undertakes with the Client, that:
- 30.1.1 it has complied in full with the Conditions of Tender set out in pages 3 to 17 inclusive.
 - 30.1.2 all information, communicated to the Client by the Contractor or its employees (whether in writing or not) in connection with the Form of Tender are true, complete and accurate in all respects;
 - 30.1.3 it has not submitted its Form of Tender or entered into the Contract in reliance upon any representation or statement (whether made orally or in writing) which may have been made by the Client or its employees;
 - 30.1.4 it has the full power and authority to enter into the Contract and to carry out Grounds Maintenance;
 - 30.1.5 it is of sound financial standing and will have sufficient working capital, staff, equipment, machinery and other resources available to it to carry out Grounds Maintenance services in accordance with the terms of the Contract for the full Contract Period.

31. **SEVERANCE**

- 31.1 If any part of the Contract becomes invalid or is declared invalid or unenforceable by any Court or competent jurisdiction, this will not impair or affect any other part of the contract which will remain in full force and effect.

32. **AMENDMENTS**

- 32.1 All amendments to the contract must be agreed in writing and signed by the Authorised Officer and duly authorised representative of the Contractor.

33. **ARBITRATION**

33.1 In the event of any dispute between the Contractor and the Authorised Officer regarding the interpretation of this Contract or the Performance of Grounds Maintenance by the Contractor the matter may be referred to an Arbitrator agreed between the Authorised Officer and the Contractor.

33.2 The decision or award of the Arbitrator will be binding.

34. **LAW**

- 34.1 This agreement will be governed by and construed according to the law of England and Wales.

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AS WITNESS our hands given this day the of
two thousand and nine . Now it is agreed to receive Grounds Maintenance
Services in the Terms of this Agreement to commence ata.m. on the
..... day of two thousand and nine and to continue to provide and receive Grounds
Maintenance Services subject to the Provisions of this Agreement for a period of
three calendar years from the date of service commencement.

THIS AGREEMENT IS MADE BETWEEN

(Signature AUTHORITY OFFICER OF
(Print name)..... CLIENT
Situating at

THIS AGREEMENT IS MADE BETWEEN

(Signature AUTHORITY OFFICER OF
(Print name)..... CLIENT
Situating at

THIS AGREEMENT IS MADE BETWEEN

(Signature AUTHORITY OFFICER OF
(Print name)..... CLIENT
Situating at

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(Signature AUTHORITY OFFICER OF
(Print name)..... CLIENT
Situating at

THIS AGREEMENT IS MADE BETWEEN

(Signature AUTHORITY OFFICER OF
(Print name)..... CLIENT
Situating at

OF THE ONE HAND AND

(Signature).....

FOR THE CONTRACTOR

(Designation).....

Situate at

OF THE OTHER HAND AND WITNESSED BY

(Signature)

FOR THE CLIENT

(Print name)

(Designation)

OF THE OTHER HAND AND WITNESSED BY

(Signature)

FOR THE CLIENT

(Print name)

(Designation)

OF THE OTHER HAND AND WITNESSED BY

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OF THE OTHER HAND AND WITNESSED BY

(Signature)

FOR THE CLIENT

(Print name)

(Designation)

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AND

FOR THE CONTRACTOR

(Signature)

(Print name)

(Designation)

SCHEDULE 1 (i)

CONDITION OF DRAFT CONTRACT - SCHEDULES

LOCATION SCHEDULE

Note: Detailed site plans to be supplied separately, alternatively outline plans would be available from Google Earth.

SCHEDULE 1 (ii)

ADDITIONAL INFORMATION TO CONTRACTOR

The school Caretaker is the keyholder for the site and has responsibility for the security of the building and its grounds.

The Contractor should note that the Schools' Governing Bodies in conjunction with the Headteacher have responsibility for the presence of all staff on the school site and not the Council; and may therefore at some time require the removal from site of a number of the Contractor's staff. It is, therefore, important that the Contractor establishes effective liaison procedure with the Authorised Officer with regard to staffing issues.

Access times to the grounds, including the locking/unlocking of gates are by arrangement with the Authorised Officer. Any changes to agreed access times amended by the Authorised Officer will be subject to a minimum of 1 week's notice.

Any damage to the grass areas caused through maintenance operations being carried out during excessively wet or frosty conditions to be made good at Contractor's expense.

All spray applications involving hazardous chemicals must be carried out during school shut down periods by advance arrangement with the Authorised Officer – (at least **one week**).

No chemicals are to be stored on site.

Only staff qualified and adequately protected are to operate spray programmes.

SCHEDULE 1 (iii)

SPORTS SCHEDULES

See site specific details – see schedule 4

The changeover from Winter to Summer requirements should occur during the school's Easter Break. The changeover from Summer to Winter requirements should occur in the final two weeks of the school's Summer Break.

Notification of actual dates and positioning of all pitches will be given to the successful tenderer during the mobilisation period.

Additional facilities may be required on occasions. These to be provided and costed separately.

SCHEDULE 2

SERVICES TO BE PROVIDED

- Grounds Maintenance is a defined activity within the meaning of Section 2 (2) (3) of the Local Government Act 1988.
- This specification is in conformity with the statutory requirements and has been prepared accordingly.

SCHEDULE 3

TASK DEFINITIONS AND QUALITY STANDARDS

Task Ref Group	Task	Description	Quality Standard	Notes to Contractor
1.	Cut Grass	<p>Cut grass over entire designated area of each visit Using appropriate approved equipment; to include Grass abutment to all obstacles, furniture and Obstructions.</p> <p>Required length after cut:</p> <ul style="list-style-type: none"> i) General/amenity, running tracks, sports pitches: 20mm – not to exceed between cuts 30mm ii) Ornamental: 10mm – not to exceed between cuts 15mm iii) General cylinder/boxed: 10mm – not to exceed between cuts 15mm iv) Cricket table/outfield maintained at max: 10mm Cricket wicket maintained max: 5mm v) Designated rough grass area: 30mm – not to exceed between cuts 100mm 	<p>Grass cut and maintained to an even, consistent length as appropriate to the category. After cutting grass, free of Ribbing, no gaps between cuts, No build up of thrown grass.</p>	<p>Grass cutting should not be Undertaken during excessively wet or frosty conditions if there is a risk of damage to the Sward.</p> <p>All mowing operations to be completed within 1 workday.</p> <p>Pre-inspection: Contractor to remove items of litter and debris from grass areas prior to each cut.</p> <p>Post-inspection: All cuttings from areas to be boxed off to be immediately removed from site per occasion to contractors own tip. Hard surface areas adjacent to grass to be cleared of cuttings following completion of mowing.</p>

2.	Edge grass	Maintain edge to beds, hard surfaces and paths using appropriate and approved equipment – i.e. sears or half moon edging tool.	Grass to be cut and maintained back to original edge; the overall shape of beds to be maintained without encroachment on to surround by more than 5cm . Where grass abuts paths, hard surfaces, there should be no spread of grass onto the path/ hard surface in excess of 5cm .	
3.	Spray grass with herbicide	Spray off grass border areas using only appropriate and approved equipment and materials	Spray margin maintained at 15 cm . From boundary free of weed growth/self sets.	Spraying operations not to be undertaken during school opening hours. All necessary Health and Safety procedures to be followed – see additional notes in Schedule 1 (ii). All spray operatives to hold a certificate of competence.
4.	Maintain paths/ Hard areas in clear condition	Apply appropriate herbicide to paths/hard surfaces using approved spray equipments	Specified areas to be free of weed, grass and moss growth throughout the year.	As task ref.3
5.	Maintain shrubs, rose beds and herbaceous borders	Prune shrubs and/or roses using suitable approved equipment and good horticultural practice at the appropriate time of the year, the bed to be hoed/ dug and fertilised using approved produce; approved granular residual herbicide applied; water programme maintained during dry periods.	Shrubs and/or roses maintaining standard shape and profile according to species, all dead, diseased, discarded and damaged growth removed. The bed free of weeds; all extraneous matter and litter removed. Surface uniform with fine crumble texture.	All cuttings, debris and litter resulting from operation to be removed from site to an approved tip.

6.	Provide and maintain spring and summer bedding display	Provide plant specification to client requirements for spring and summer bedding as specified; cultivate beds and remove existing growth, single dig/fertilise and double dig/manure using approved materials; supply plant and water in replacements	Plants supplied and maintained according to specification. Beds maintained with uniform surface with fine crumble texture. Free of weed growth; all extraneous matter and litter removed.	
7.	Maintain trees Within school grounds	Inspect and prune back as necessary and to maintain access as applicable.	All basal/sucker growth removed; lower branches cut to give 2 m clearance where applicable; path ways unobstructed.	All cuttings resulting from this Task to be immediately Removed from site to an Approved tip. NB: Comprehensive tree work To be subject to an annual Inspection and report, high-Lighting Health and Safety Work subject to separate Instruction.
8.	Maintenance pruning of shrubs/vegetation	Cut back excess growth from paths, windows, entrances and perimeter fences or abutment to uncultivated areas.	Paths, entrances and windows clear of excess growth and access unimpeded. All growth protruding through chain link fences to cut back flush.	All cutting resulting from this task to be immediately removed from site to an approved tip.
9.	Hedge maintenance	Cut hedge according to species, using appropriate approved equipment and good horticultural practice. Maximum growth between cuts: 10 cm.	New growth cut back evenly to previous year's growth.	Pre-inspection: All debris, litter to be removed from under/in hedge prior to task being carried out. All cuttings, debris and litter resulting from task to be immediately removed from site to an approved tip.

10.	Leaf Clearance	Clearance of leaves, twigs and associated natural debris, during and after leaf fall, to designated areas.	Designated areas clear of leaves, twigs and debris, no deterioration of grass areas, hard surfaces in safe, non-slip condition.	All leaves, twigs and debris to be removed from site to an approved tip.
11.	Sports Facilities marking	Set mark and remark all sports pitches to appropriate Sports governing body requirements/standards Where they exist or to client's specific requirements, Using an approved non-permanent marking Compound.	For lines on grass – box mow 45 cm width minimum so that they are clearly visible from 30m. distance, all markings conforming to appropriate governing body standards; lines of approved width and colour	
12.	Sports Facilities Maintenance – all surfaces	Maintain all sports facilities as per Schedule 1 (iii) to the appropriate sports governing body requirements/standards where they exist and/or to client's requirements, to include pre-season preparation and end of season operations, top dressing, preparation and rebuilding or worn areas; spraying with appropriate herbicide to control weed growth, watering to maintain required standard and close down maintenance to ensure adequate drainage and to re-establish surface levels and awards.	All sports facilities available as per the school's schedule. surfaces even, compacted, level and weed-free to ensure continuity of playing/event availability. Pitches maintaining consistency of required pace and bounce by using all appropriate and approved horticultural techniques. Posts to be vertical at all times. Playing field to be drained during wet weather. Synthetic grass surfaces maintained to supplier's specification.	Prior to start of season, all facilities equipment to be examined. Defects reports; goals to be painted and erected following manufacturer's guidelines. Allowance should be made for ad-hoc fixtures pre and post season. All spraying operations to be undertaken during school close down periods, using approved and qualified staff and following all Health & Safety requirements.

SCHEDULE 4 (i)

OPERATIONS AND FREQUENCIES BY WEEK

EXPLANATORY NOTE

In this schedule the regular grounds maintenance tasks to provide the standard service have been identified. These are listed on the left hand side of the page.

The numbers in the grid shown under each month, refer to the number of occasions that the particular task should be completed during the designated month.

Grounds Maintenance Contract Tender

Cranford Community College - Berkeley Primary School – Springwell Junior & Infant School – Cranford Junior & Primary School – Norwood Green Junior & Infant School

	J	F	M	A	M	J	J	A	s	O	N	D
Berkeley Primary School												
Gang cut fields				2	2	2	2	2	2	2	2	2
Cylinder cut & collect other grassed areas				2	2	3	3	3	2	2	2	2
Shrubs – cut and mulch												
Borders & beds -weed & mulch												
Clear perimeter hedge line, etc.				1								
Weed killing programme												
Athletics /pitch markings					2	2	2	2				
Cut back and trim												
Cut and tidy pond area												

Grounds Maintenance Contract Tender

Cranford Community College - Berkeley Primary School – Springwell Junior & Infant School – Cranford Junior & Primary School – Norwood Green Junior & Infant School

	J	F	M	A	M	A	M	J	J	J	A	S	O	N	D	*
Cranford Juniors Infants & Nursery				2	2	2	2	2	2	2	2	2	2	2	2	
Gang cut fields				2	2	2	2	2	2	2	2	2	2	2	2	
Cylinder cut & collect other grassed				2	2	3	3	3	3	3	3	2	2	2	2	
Shrubs - cut and mulch																
Borders & beds - weed & mulch																
Clear perimeter hedge line, mulch																
Weed killing programme on pathways and other hard area																
Athletics / pitch markings								2	2	2	2	2	2			
Cut and tidy conservation area- shrubs /grass								1	1	1	1	1	1			

Grounds Maintenance Contract Tender

Cranford Community College - Berkeley Primary School – Springwell Junior & Infant School – Cranford Junior & Primary School – Norwood Green Junior & Infant School

	F	M	A	M	A	M	J	J	J	A	S	O	N	D	*
Springwell Junior & Infants J															
Gang cut fields			2	2	2	3	3	3	3	3	2	2	2		
Cylinder cut & collect other															
Shrubs - cut and mulch															
Borders & beds - weed &															
Clear perimeter hedge line, weed kill and trim			1												
Hedges cut face															
Hedges cut top															
Weed killing programme															
Athletics / pitch markings/ cricket								2							
Half moon grass edges															
Football pitch markings			2	2	2	2	2	2	2	2	2	2	2	2	
Cut and tidy internal quad area															

Grounds Maintenance Contract Tender

Cranford Community College - Berkeley Primary School – Springwell Junior & Infant School – Cranford Junior & Primary School – Norwood Green Junior & Infant School

	J	F	M	A	M	J	J	A	S	O	N	D	*
Norwood Green Infants & Juniors													
Gang cut fields				2	2	2	2	2	2	2	2	2	
Cylinder cut & collect other grassed				2	2	3	3	3	2	2	2	2	
Shrubs - cut and mulch				1	1	1	1	1	1	1	1	1	
Borders & beds - weed & clear perimeter hedge line, weed kill				1	1	1	1	1	1	1	1	1	
Weed killing programme on pathways				1	1	1	1	1	1	1	1	1	
Athletics / pitch markings						2	2	2	2	2	2	2	
Cut privet hedge						1	1	1	1	1	1	1	
Cut and tidy pond area						1	1	1	1	1	1	1	
Cut around bike sheds						1	1	1	1	1	1	1	
Cut rough area back of field						1	1	1	1	1	1	1	
Top up barked path						1	1	1	1	1	1	1	
Prune and weed bed outside of infants						1	1	1	1	1	1	1	

Grounds Maintenance Contract Tender

Cranford Community College - Berkeley Primary School – Springwell Junior & Infant School – Cranford Junior & Primary School – Norwood Green Junior & Infant School

	J	F	M	A	M	J	J	A	S	O	N	D	*
Cranford Community College													
PLAYING FIELDS													
Gang cut playing fields			2	2	4	4	4	4	4	4	4	4	
Gang cut mounds & periphery areas			1	2	2	2	2	2	2	2	2	2	
Cut & prepare 1 cricket pitch					4	4	4	4	4	4	4	4	
Erect football posts- / pitches													
Maintenance including painting of													
Remove football posts - / pitches	2	2	2	2	1	2	2	2	2	2	2	2	
Mark / football pitches	4	4	4	4	4	4	4	4	4	4	4	4	
Litter pick field													
Firm hedging on boundary													
Fertiliser & weedkiller playing fields													
Check trees and carry out any remedial													
Athletics track marking from scratch													
Slane 400m													
Re-mark athletics track							2	2					
Marking as for events as directed													
To dress & rebuild a goal mouth area													
Sorav Bmx 1 track													
Install Rugby posts													
Remove Rugby Post													
Mark 2 Rugby pitches from Scratch													
Re-Mark 2 Rugby pitches	2	2	2	2	2	2	2	2	2	2	2	2	
CONSERVATION AREA													
Strim periphery hedging													
Weed bark path							1	1	1	1	1	1	
Strim grass area							2	2	2	2	2	2	
Too woodchip path													
Clean out Pond													
CARPARK													
Cut grass area			2	2	2	2	2	2	2	2	2	2	
Firm hedge on boundary													
Weed Kill area													
Check trees and carry out any remedial													
Firm ornamental hedge													
CONCOURSE & BACKSCHOOL													
Cylinder cut & collect grass			2	2	2	2	2	2	2	2	2	2	
Check trees and carry out any remedial													
work													
Weed Kill all hard areas													
Refill bark area (materials to be													
additional to tender)													
Firm ornamental hedges													
MEMORIAL GARDEN													

SCHEDULE 5

EDUCATION CODE OF PRACTICE FOR MOVING VEHICLES

Instructions to Drivers entering Client Premises

Drivers must be instructed that if they wish to enter the site they are not permitted to drive a vehicle in the controlled zones when children are playing or using the space. Certain zones will be prohibited zones except for indicated times e.g. holiday times or out of session times.

Contact must be made with the senior teacher on site before any attempt at entry to a controlled zone. Control or prohibition arrangements should then be followed which ensure that children are either shepherded away from the areas in question in the direct charge of a teaching member of staff or that they are otherwise kept properly disciplined at least 3 metres away from any vehicle permitted access to the zone. Only then shall permission to proceed be given by the senior teacher present.

Such permission requires the direct supervision of one or more teaching staff as necessary.

Accordingly vehicles must not be permitted to move on the site unless the whole route has been cleared of children and is seen to be clear by the driver. An authority to proceed given by the teaching staff member in charge indicates that they are satisfied that children are under control, however the driver is still responsible for the vehicle safety & movements.

When the driver is permitted to proceed the following precautions are appropriate:

1. The vehicle will proceed with vehicle lights on and hazard warning lights flashing.
2. Sounding the vehicle horn periodically or as necessary and
3. At a very slow speed which would permit a dead stop in case of need. (Sliding vehicle doors need to be properly secured to prevent their sliding shut in a dangerous manner in any such manoeuvre).
4. Where a loader or escort is present this person should be expected to walk with the vehicle in sight of the driver to keep observation behind the vehicle and in "blind" areas. This person should give warnings to any person approaching the vehicle dangerously and also warn the driver and any teacher controlling the area.

Where arrangements break down so that children or other persons move into the route of the vehicle the vehicle must stop and remain stationary with the handbrake on until authorised to proceed by teaching staff. It may be necessary to part the vehicle, to switch the engine off, to secure the vehicle and to leave it parked until the route can be fully cleared.

Reversing

Wherever possible the reversing manoeuvre should be avoided. Vehicle access routes should be designed accordingly. In all cases where suitable access is not provided and reversing is unavoidable assistance must be provided by a second person as an observer to warn the driver of the approach of any person in the blind area. No such manoeuvre should be permitted with children in the close vicinity or without the direct authority of a teacher who can exercise effective control over pupils who may be present or enter the zone.

Grounds Maintenance and other service vehicles

Services vehicles maintaining Client grounds, fields or sporting facilities could usefully be fitted with audible beepers as warning devices and high intensity flashing beacons. These vehicles must be required to observe zone restrictions as do other vehicles. Some sites accommodate visually handicapped children as well as those who have hearing impairments and it is therefore particularly important that any such vehicle movements are controlled.

SCHEDULE 6

PROPOSED EQUIPMENT SCHEDULE

- All equipment must comply with the relevant British or European Quality Standard.
- The Contractor should list below against each Task Reference Group from Schedule 3, the intended equipment that is to be used to perform the service.

E.g.

Task Ref. Group.	Task	Equipment
1	Cut Grass	Please indicate - make - model - function
2	Please see accompanying document	
3		
↓		

etc.

SCHEDULE 7

PROPOSED MATERIAL SCHEDULE

All materials to be labelled in accordance with the Classification, Packaging and Labelling of Dangerous Substances Regulations 1984 (CPL Regs. 1984 and as amended in 1989).

All aerosol sprays to be CFC free.

The Contractor should list below details of all materials to be used in the performance of the service.

Please see accompanying document.

**CALCULATION OF THE MONTHLY SUM PAYABLE IN
SUCCEEDING YEARS OF THE CONTRACT PERIOD**

The monthly sum payable for the provision of the Services during any year after the first year of the Contract Period shall be calculated according to the following formula -

$$A - B + \frac{(B \times C)}{100}$$

Where:

- A = The monthly sum payable during the year in respect of which the calculation is made.
- B = The monthly sum payable (after account has been taken of any adjustment made or to be made in respect of Variations current in that month) for the last month of the immediately preceding year of the Contract Period.
- C = The annual percentage increase in the Average Earnings Index in the previous twelve months.

SCHEDULE 9

**POLICIES AND RULES OF
THE LONDON BOROUGH OF HOUNSLOW**

THE COUNCIL'S STATEMENT OF PURPOSE

Statement of Purpose

Hounslow Council is a democratically elected authority accountable to local people. Our overriding purpose is to contribute to the quality of life for all the people of Hounslow by:

- ensuring the provision of good quality services
- putting local people's needs first
- working in active partnership with the community.

Strategic Objective

The Council's strategic objectives are to:

- * Establish Hounslow as a thriving and prosperous economy in West London.
- * Substantially increase the supply, quality and choice of affordable housing in the Borough
- * Make Hounslow a cleaner, greener, safer and more attractive place to live and work
- * Retain a high quality and locally managed education and training provision within the Borough that provides every resident in the Borough with the opportunity to develop to their potential
- * In partnership with other agencies and groups, establish a system of care in the community for vulnerable people that is determined by the individual needs of those receiving it
- * Maintain Hounslow's position as one of the best leisure providers in London and enhance the range of Leisure and cultural opportunities available.
- * Develop and strengthen the Council's role as champion of the rights of local people, particularly those who are most vulnerable
- * Fundamentally shift the balance of the Council's services to achieve greater equality of access and treatment for the whole community
- * Achieve the highest standards of efficiency and effectiveness in everything it does, and to be one of the best managed local authorities in the country.

Service Values

The Council should be:

- open, fair and accountable in its actions
- prepared to listen, learn and change
- committed to quality and equality
- close to the community it serves.

Customer Care Policy Statement

- The Council recognises that the people of Hounslow have a right to expect relevant and high quality services whether they are called council taxpayers, business users, clients, consumers, service users or customers.
- The Council believes that it has a good record in providing high quality services to local people. The Council recognises that it must respond to changing needs by reviewing services and the ways in which these are provided.
- The Council must "get closer" to the public by looking at services from the point of view of our customers and listening to our staff.
- Hounslow's equal opportunities policy forms an essential part of good customer care. Customer care means learning about different customer needs and making sure no community group is denied access or receives a poorer service.
- The Council recognises that listening to our customers starts with listening to staff who deliver services to our customers.
- Some Council services are provided indirectly by voluntary agencies.
- The Council expects all organisations who provide services on its behalf to meet Hounslow's key service values.
- The Customer care policy is designed as a framework for implementing our service values. It will form an integral part of the daily work of the Council.
- The Council plans to develop a customer care approach in all departments at all levels. This will be carried forward by training and consultation with staff and customers.

Equal Opportunities Employment Policy

1. Commitment to Equal Opportunity

The Council is committed to the principle of equal opportunity in employment.

The Council's policy is that no job applicant and no employee shall receive less favourable treatment than another on grounds of gender, age, disability, family circumstances, marital status, being lesbian or gay, race, colour, nationality or ethnic or national origin, trade union activity or religion and none shall be disadvantaged by conditions or requirements other than on a genuine occupational requirements basis.

In addition to its moral responsibility the Council recognises its obligation under the Sex Discrimination Act 1975, the Race Relations Act 1976 (particularly Section 71) the Disabled Persons (Employment) Act 1944, the Equal Pay Act 1984 and the Employment Equality (Age) Regulations 2006.

As a major employer the Council is committed to take positive action to eliminate discrimination and to redress past imbalances in order to provide genuine equality of opportunity.

The Council recognises that services need to be delivered by a workforce that reflects the diversity of the community and it is necessary therefore for these groups to be represented at all levels and within all types of work.

The policy and its practice will be continually monitored to ensure its effectiveness.

2. Employment Practices

The Council will actively promote equal opportunity through the application of employment policies which will ensure that individuals receive treatment which is fair, suitable and consistent with their relevant aptitudes, potential, skills and abilities.

The Council will ensure that individual are recruited, selected, promoted and treated on objective criteria, having regard to relevant experience, potential, skills and abilities. In particular, no applicant or employee will be placed at a disadvantage by requirements or conditions which are not necessary to the performance of the job, or which constitute indirect unfair discrimination.

3. Training

The Council will provide suitable and relevant equal opportunity training of staff.

The Council will provide positive action programmes to promote training for those discriminated against groups to assist them to enter areas of employment where they are under-represented.

4. Harassment

The Council will not condone any harassment of any employee by another employee. Special procedures have been drawn up to deal with complaints of harassment.

5. Grievance and Disciplinary Procedures

Existing Grievance and Disciplinary Procedures will be kept under review to ensure they are appropriate and adequate to cover all aspects of the Equal Opportunities Policy.

6. Organisational Arrangement

Whilst the Assistant Chief Executive (Policy) will be responsible of implementing and monitoring the operational effectiveness of the Policy, it is the duty of each Chief Officer, Manager and individual employee to actively promote equality of opportunity within their own sphere of responsibility. Following recent changes in legislation, separate arrangements will operate in the Education Department.

7. Monitoring

The Council is committed to an efficient and confidential monitoring system to ensure effective implementation of the Policy.

8. Complaints

To safeguard individual rights under the policy, any employee who wishes to complain about the application or non-application of the policy may:

- (a) raise the matter through the normal grievance procedure: and/or
- (b) seek trade union support in the normal way: or
- (c) contact the Assistant Chief Executive (Policy) or, if a teacher, the Director of Education.

Any prospective employee who wishes to complain about the application or non-application of the policy may contact the Assistant Chief Executive (Policy) or, if a teacher, the Director of Education.

**TENDER FOR THE PROVISION OF
GROUND MAINTENANCE SERVICES**

To: **The Cranford Group**

Having examined the Invitation to Tender and its accompanying documents and being fully satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the Conditions of Tender and the Draft Contract, I/W

.....
of.....
.....

hereby offer, subject to the Conditions of Tender, to provide upon the terms and conditions of the draft Contract the Services therein specified for the following price fixed (subject to the terms of the Contract) for the first year of the Contract Period:-

Annual Price Cranford Community College	£.....
Annual Price Berkeley Primary School	£.....
Annual Price Springwell Junior & Infant School	£.....
Annual Price Cranford Primary School	£.....
Annual Price Norwood Green Junior & Infant School	£.....
Total Annual Price	£.....

and thereafter during the Contract Period at the price ascertained under the terms of the draft Contract.

If my/our Tender is accepted I/we undertake forthwith to enter into a written Agreement in the form of the draft Contract and further undertake to provide a Guarantee (if appropriate) by our holding company.

Signed (1) Status.....

(2) Status

(for and on behalf of)

Date.....

*

Unless and until the formal written agreement referred to above is prepared and signed this Tender, together with your written acceptances thereof, will form a binding agreement between us.

APPENDIX 3 (ii)

SCHEDULE OF RATES FOR ONE-OFF SERVICES

Note to tenderers:

This Appendix lists the typical range of one-off services that fall outside the routine maintenance programme.

Can you please enter the price in the box against each particular task.

ACTIVITY	£	
CULTIVATING/ROTATING 200MM		per 100 mtrs ²
MULCHING - WOOD CHIP		per 100 mtrs ²
WOOD CHIP		per m ³
BARK		per 100m ²
BARK		per m ³
BED - COMPOST		per 100m ²
BED -LEAFMOULD		per m ³
BED - PEAT		per 100m ²
BED - ACID MIX		per 100m ²
WATERING		per m ³
SUPPLY AND SPREAD TOP SOIL		per m ³
SUPPLY AND SPREAD SAND		per m ³
SAND PITCH BY HAND		per 100m ²
SAND PITCH BY MACHINE		per 100m ²
HERBICIDE TO HARD SURFACE		per m ²
SUPPLY AND SPREAD WOOD CHIPPING		per m ²
SUPPLY AND SOW GRASS SEED		per m ²
SUPPLY AND LAY TURF		per m ²
FORM PRUNE NEW HEDGE		per 100 mtrs
STAKE AND TIE HEDGE		per 100 mtrs
TIE/RE-TIE NEW HEDGE		per 100 mtrs
CLEAR SNOW SYNTHETIC TURF		per 100m ²
CLEAR SNOW HAND		per 100m ²
CLEAR SNOW MACHINE		per 100m ²
APPLY SALT HAND		per 100m ²
APPLY SALT MACHINE		per 100m ²
APPLY GRIT HAND		per 100m ²
APPLY GRIT MACHINE		per 100m ²
CLEAR LEAVES BY HAND GRABS		per 100m ²
CLEAR LEAVES BY MACHINE GRABS		per 100m ²
CLEAR LEAVES BY TRACTOR GRABS		per 100m ²
CLEAR LEAVES BY HAND - HARD SURFACE		per 100m ²
CLEAR LEAVES BY MACHINE - HARD SURFACE		per 100m ²
CLEAR LEAVES BY TRACTOR - HARD SURFACE		per 100m ²
CLEAR LEAVES BY HAND - CULTIVATED		per 100m ²

Grounds Maintenance Contract Tender

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SUPPLY & PLACE PLAY BARK		per m3
FORK LEVEL PLAY BARK		per 100 m2
MARK OUT OUTDOOR VOLLEY BALL COURT		1 pitch
MARK OUT SOFTBALL DIAMOND		1 pitch
MARK OUT BASEBALL DIAMOND		1 pitch
MARK OUT CROSS COUNTRY COURSE (use perimeter of playing fields and start and finish funnel)		1 occasion
MARK OUT 7 - A - S I D E FOOTBALL P I T C H - JUNIORS		1 pitch

**CONDITIONS OF TENDER
SCHEDULE OF DOCUMENTS**

**THIS IS TO CERTIFY THAT THE FOLLOWING DOCUMENTS HAVE BEEN SUBMITTED
IN ACCORDANCE WITH THE CONDITIONS OF TENDER.**

1. Certificate on Collusive Tendering (para. 7.2.1.)
2. Certificate on Canvassing (para. 7.2.2.)
3. Names and addresses of partners (para. 7.2.3.)
4. Names and addresses of members of company (para. 7.2.4.)
5. Summary of trading history (para. 7.2.5.)
6. Details of previous contracts (para. 7.2.6.)
7. Audited accounts (para. 7.2.7.)
8. Name of banker and credit referee (7.2.8.)
9. Statement on health and safety policies (para. 7.3.)
10. Proposed management structure (para. 7.4.1.)
11. Proposed staff establishment (para. 7.4.2.)
12. Contract management arrangements (para. 7.4.3.)
13. Proposed working methods (para. 7.4.4.)
14. Proposed quality monitoring arrangements (para. 7.4.5.)
15. Proposed arrangements to maintain and improve customer relations (para. 7.4.6.)
16. Details of equipment, vehicles and plant (para. 7.4.7.)
17. Proposed staff workwear (para. 7.4.8.)
18. Proposed mobilisation arrangements (para. 7.4.9.)

Signed

Date

APPENDIX 4

To: **THE CRANFORD GROUP**
(hereinafter called "the Client")

The essence of selective tendering is that the Client shall receive bonafide competitive Tenders from all persons tendering. In recognition of this principle -

I/WE CERTIFY that this is a bonafide Tender, intended to be competitive and that I/WE have not fixed or adjusted the amount of the Tender or the rate and prices quoted by or under or in accordance with any agreement with any other person.

I/WE ALSO CERTIFY that I/WE have not done and undertake that I/WE will not do at any time any of the following acts -

- (a) communicate to a person other than the Client the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (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 submitted; or
- (c) offer or agree to pay or give or pay or give any sum of money inducement 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 Services any act or omission.

Signed (1) Status

(2) Status.....

(for and on behalf of.....)

Date

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APPENDIX 5

To: **THE CRANFORD GROUP**
(hereinafter called "the Client")

I/WE HEREBY CERTIFY that I/WE have not canvassed or solicited any member officer or employee of the Client in connection with the award of this Tender or any other Tender or proposed tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/WE HEREBY FURTHER UNDERTAKE that I/WE will not in the future canvass or solicit any member officer or employee of the Client in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status .

(2) Status .

(for and on behalf of)

Date.....

THIS Deed of Guarantee is made the day of BETWEEN
., whose registered office is situate at
. (hereinafter called "the Guarantor") of the one part and the Cranford Group
(hereinafter called "the Client") of the other part.

WHEREAS

- (1) Limited whose registered office is situate
. (hereinafter called "the Contractor" has submitted to the Client a Tender dated ..
.
. for the provision of certain ground maintenance services at
. which Tender may be accepted by the Client.
- (2) By the Conditions of Tender the said Tender and the Client's acceptance thereof constitute a binding agreement for the provision of the said ground maintenance services in the terms of the said draft Contract.

[Or as appropriate -

WHEREAS by written Agreement dated and made between the Client of the one part and whose registered office is situate at (called "the Contractor") of the other part the Contractor has agreed to provide certain ground maintenance services as therein specified in conformity with the provisions of the said Agreement.]

NOW THEREFORE by this Deed the Guarantor agrees with the Client as follows -

- (1) If the Contractor (unless relieved from the performance by any terms of the said Agreement (s) (or either of them) or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the said agreement (s) (or either of them) or shall commit any breach of any of the Contractor's obligations there under the Guarantor will upon demand indemnify the Client against all losses damages costs and expenses which may be incurred by the Client by reason of any default on the part of the Contractor in performing and observing the provisions of the said Agreement (s) (or either of them).

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- (2) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Contractor and the Client without the assent of the guarantor or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment time performance or otherwise.

IN WITNESS whereof

the Common Seal of
Limited was hereunder
affixed in the presence
of -