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1<sup>st</sup> October 2025

Dear Contractor

**Re: Village Maintenance Contract: 2026 - 2029**

The Parish Council is issuing the attached specification as an invitation to tender for the above-named contract.

You have registered an interest in this tender process and are invited to submit a quotation in accordance with the following:

1. **Objective:** The operational objective of the contract for both parties is to provide and maintain an attractive and safe environment which will be both an amenity for residents and provide a positive attraction for tourists. It will apply to those areas for which the Parish Council has responsibility, and in other areas where other authorities are either unable or unwilling to do so. The Parish Council wishes potential contractors to clearly understand the requirements needed to meet the needs of local residents, consonant with providing an infrastructure that underpins the attraction of Bourton-on-the-Water as a major tourist attraction in the Cotswolds. The Contractor must equally deliver a cost effective, quality service.
2. **Legislation:** The appointed contractor will be required to assure the Council as part of their proposal that they are able to meet all current and future health and safety and other legislative requirements.
3. **Insurance:** Public Liability Insurance to a minimum of £10m will be required. Please send confirmation of cover with your tender documents.
4. **Term:** The Contract will be in force from 01.04.2026 until 31.03 2029.
5. **Tender:** Contractors must complete the enclosed specification in full and return it to the Parish Council office by post in the specifically marked envelope provided with the tender documents and addressed to the Parish Clerk by 12 noon on Sunday 30<sup>th</sup> November 2025. The tender is expected to awarded by the Community and Services Committee on 10th December 2025.
6. **Payment:** Payment will be made monthly in arrears. Each month's invoice will be 1/12th of the annual contract price and must be received by each calendar month end.

7. **Notice of Termination:** In the event of unsatisfactory performance by the Contractor the Parish Council may give two months' protective notice of termination indicating in writing the failures of; either the performance requirements of the contract specification; or the failure to meet the mutual objectives of the contract. If no improvement satisfactory to the Parish Council is made in this period, the Council will give a further two months' notice of the termination of the contract. The Contractor may terminate the three-year duration of the contract prematurely by giving two months' written notice prior to any calendar anniversary of the contract.
8. **Contract Price:** The Parish Council requires a fixed price for the three-year duration of the contract against the specification attached.
9. **Acceptance:** The Parish Council does not bind itself to accept the lowest priced bid, nor any tender.
10. **References:** Two current satisfactory customers references will be required before award of the contract. Referees will not be contacted without the Contractor's prior permission. Contractors may wish to indicate current contracts and whether they may be contacted informally prior to the formal submission of tenders.
11. **Compliance with the Bribery Action 2010:** All organisations invited to tender are reminded that they must comply with the provisions of the Bribery Act 2010. The Council is committed to conducting a fair, transparent, and competitive procurement process and expects all bidders to uphold the highest standards of integrity. Any breach of the Bribery Act 2010 may result in disqualification from the tender process and could lead to legal action.

I should be grateful if you would note that some areas of the Parish Council's actual and assumed responsibilities may change during the term of the contract. The cost of any such additions or deletions will be negotiated on a pro-rata basis, as and when they arise.

If you have any questions in completing the specification or concerning the terms of the contract, or wish to discuss the areas to be maintained in further detail, please contact me at the Parish Council office.

Yours sincerely,  
*Sharon Henley*  
Mrs Sharon Henley  
Clerk