

Grass Cutting Contract Tender Document 2023/2024

Credenhill Parish Council Green Spaces

Community Centre (see addendum, page 20)

Roman Park

Village Green

Other Green Areas & Verges (see addendum, page 20)

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A. INVITATION TO TENDER

- 1. Credenhill Parish Council ("the Council") hereby invites tenders for the carrying out of the Service of Grass Cutting in accordance with the Contract documents attached, which comprise:
 - A. Invitation to tender
 - B. Standard contract conditions
 - C. Specification of works
 - D. Schedule of works
 - E. Site plans
 - F. Tender form
 - G. Declaration & Company Details Form
 - H. Evaluation
- 2. The Prices submitted must indicate the rate for carrying out each element of the Contract.
- 3. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if their tender is accepted.
- 4. Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Officer by no later than two weeks before the closing date.
- 5. The tender shall be submitted ONLY on the attached Form of Tender.
- 6. Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender. The Council's decision is final and no correspondence will be entered into on the reasons why a tender has been rejected.
- 7. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract documents.
- 8. If having examined the tender documents you wish to submit a tender you should:
 - a) Fully complete and return the following documents:
 - i. Tender Form
 - ii. Declaration & Company Details Form
 - b) Return tenders and all related documentation by TUESDAY 28th February 2023, either by post to the Credenhill Parish Council office 59 Glebe Close, Credenhill, Hereford. HR4 7EX or by email to clerk@credenhill-pc.org.uk

Tenders received late will not be considered.

c) Please note that the package containing the tender must be clearly marked

"Tender for grass cutting contract" on the outside.

B. STANDARD CONTRACT CONDITIONS

Officer

The Officer will be the Parish Clerk

Extent of Work

The work will comprise of the cutting of grass on three amenity spaces managed by the Council together with some grass verges. (See site plans attached)

Grass Cutting: The height of cut to be appropriate for the use of each space and as agreed with the Officer. To also include strimming around play equipment, outside furniture, path edges, trees, bushes, fences, hedges and all other authorised site fixtures and fittings. To include grass removal from all play safety surfaces as well as footpaths and seating areas by sweeping or blower. Although a specific number of cuts has been set for the tender these may be varied according to seasonal grass growth and by agreement with the Officer Only.

Site Details

The sites are:

Community Centre – Amenity land adjacent to the Community Hall, Social Club and Youth/Resource Centre) (IMPORTANT see addendum page 20)

Roman Park – a large sized traditional children's and family play park with 2 football pitches and changing rooms.

Village Green – a small triangle of grass and grass verge at the junction of the A480 and Station Road. (IMPORTANT see addendum page 20)

Other Green Areas/Verges – a number of small grass verge areas on Station road and in the cul de sac of Glebe Close. (IMPORTANT see addendum page 20)

Before tendering the Contractor is advised, at his/her own discretion, to visit the sites to satisfy themselves as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

Site Access

The Roman Park Gate, Changing Rooms Gate and Community Centre perimeter gates are all locked with either a key padlock or a padlock. Upon commencement of the contract the contractor will be issued with the key code and keys for access purposes. The contractor will return the key to the office at the termination of this agreement.

Contractor employees/sub-contractors accessing the Youth/Resource Centre within the Community Centre will present themselves to the Manager and sign into the visitor's book before commencing work. Where possible work within the Resource Centre site will be conducted outside the hours of 09.00 and 16.00 (Mon to Friday) to minimise the disturbance to the tenant during opening hours; however it is accepted that this may not always be possible. It is up to the contractor to form a good working relationship with the Tenant during the term of this contract.

The contractor is only permitted to access the sites for the performance of this contract and for no other purpose without seeking prior permission from the Officer.

Workmanship and Equipment

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

Additional Erection/Installation

The Council may at any time add or remove outside fixtures and fittings (play equipment, benches, planting etc.) during the period of the Contract and no application from the Contractor to adjust the Contract price as a consequence will be considered.

Duration of Contract

The duration of the Contract will be **ONE YEAR** commencing **01 APRIL 2023** to **31 MARCH 2024** inclusive, with annual performance reviews. Tenders are to be priced on a per cut basis. There will be no opportunity to alter the rates tendered during the full term of the contract.

Payment to Contractor

The Contractor will submit a monthly invoice, by the 10th of the following month for it to be paid before the end of that month, throughout the cutting season for all work carried out. Invoices submitted during August will not be paid until September due to there being no Parish Council meeting that month. Invoices submitted after the 10th of the month will not be paid until the following month unless the Officer has sufficient time to include them on the Parish Council Agenda.

Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving no less than Three Months' Notice.

Insurance

The Contractor is required to have a minimum of £5,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Officer prior to commencement of the Contract and annually thereafter. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party. Any damage caused to any property during the performance of this contract must be reported to the Officer immediately and any costs involved to rectify the damage will be the responsibility of the contractor.

Subcontractor/Employee Verification

Due to the nature of the locations included within the contract all subcontractors or employees employed in the performance of this contract are required to have a valid Basic DBS check which is not more than 3 years old. A list of names, DBS numbers and date of last check must be produced to the Officer prior to commencement of the Contract and annually thereafter. If new subcontractors/employees are used then it is the Contractor's responsibility to provide the same details.

Health and Safety

The Contractor shall comply with all relevant statutory requirements (including Health and Safety at Work Legislation) at all times in carrying out the services described in this agreement. All works will be carried out in accordance with the Safety at Street Works and Road Works: Code of Practice 2013.

Notes to Tenderers

- i. Attention is drawn to the Form of Tender and Standard Contract Conditions. These documents must be read in conjunction with the Specification of Works, Plans and Schedule of Works. Contractors are advised to carefully read all documentation.
- ii. The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations, but EXCLUDING VAT (if applicable)
- iii. A price shall be inserted against each item on the Form of Tender for each element of the contract tendered for.
- iv. No alteration to the text of the Form of Tender is to be made by the Contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed Schedule will be adhered to.
- v. A regular inspection will be carried out by the Council throughout the period of the Contract to ensure the work is completed in accordance with the Specification of Works.
- vi. Invoices presented for payment must include a schedule of the works completed including the dates of the work.
- vii. Contractors are asked to contact the Officer if any clarification is required.

C. SPECIFICATION OF WORKS

- 1. Prior to cutting or trimming any area, the Contractor will ensure that the site is free of any significantly large stones and all paper, tins, bottles and other debris on the cutting area.
- 2. The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any such potential hazards.
- 3. The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Council.
- 4. The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide his staff with all safety equipment, (boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for the Council.
- 5. During the period of the Contract no growth regulators of any form will be applied to any area of turf without the Council sanctioning such an operation in writing, in advance.
- 6. All grass will be cut cleanly and evenly without damaging the existing surface and with sufficient overlap between passes of the cutter.
- 7. The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure, where applicable, that all grass clippings and other arising's are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc., by sweeping or using a blower.
- 8. Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
- 9. Since it is not possible to predict accurately the precise number of mowing's which may be required on any site in any one year, the Schedule of Works includes a minimum number of mowing's, but the Contractor will be paid on a pro-rata basis for additional cuts, dependent upon the prevailing weather conditions throughout the growing season and at the discretion of the Council.
- 10. Mowing will take place on the full area of grass at the site, up to all path edges, fencing, play equipment, obstacles and any other boundaries.
- 11. Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense.
- 12. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting "divots" from the machine rollers or cutters.
- 13. Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at his own expense reinstate such damage forthwith to the satisfaction of the Council.

- 14. Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting, and replaced before the Contractor leaves the site.
- 15. Mowing around obstructions including seats, trees, fence lines, posts, stones and kerbs and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate to ensure neat edges to paths etc.
- 16. If used, strimmers must not be allowed to damage any trees, shrubs etc. or permanent or removable fittings; particular attention should be paid to the wooden supports for play equipment (e.g. Zip Wire).
- 17. All persons operating grass cutting machinery must be appropriately trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.
- 18. All arising's from grass cutting, where collection is required, are to be removed from site and correctly disposed of.

NOTE: None of the sites have access to toilets or running water – so contractor will need to make their own arrangements for their staff welfare.

D. SCHEDULE OF WORKS

Area G1 - Village Green (Cut & Collect) & Grass Verge (Cut Only) (see page 20)

- 1. There are to be a minimum of 14 cuts of the areas covered by site plan Area G1.
- 2. The first cut being in April then as required until November, according to seasonal growth patterns.
- 3. To include strimming around signs and other obstructions including trees and the various edges of the sites.
- 4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
- 5. Grass cuttings to be dispersed evenly over Grass Verge not left in mounds.
- 6. Grass cuttings to be collected from Village Green.

Area G2 - Station Road, Grass Verge under Hedge to rear of Headway (Strim & Collect) (see page 20)

- 1. There are to be a minimum of 7 cuts of the area covered by site plan Area G2.
- 2. The first cut being in April then as required until November, according to seasonal growth patterns.
- 3. To include strimming around signs and other obstructions including trees and the various edges of the sites.
- 4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
- 5. Grass cuttings to be collected.

Area G3 - Station Road - Verge opposite Shops (Cut Only) (see page 20)

- 1. There are to be a minimum of 7 cuts of the area covered by site plan Area G3.
- 2. The first cut being in April then as required until November, according to seasonal growth patterns.
- 3. To include strimming around signs and other obstructions including trees and the various edges of the sites.
- 4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
- 5. Grass cuttings to be dispersed evenly over Grass Verge not left in mounds.

Area G4 - Station Road/Mill Lane Verge (Strim Only) & Glebe Cul de Sac Verge below Hedge (Strim Only) (see page 20)

- 1. There are to be a minimum of 7 cuts of the areas covered by site plan Area G4.
- 2. The first cut being in April then as required until November, according to seasonal growth patterns.
- 3. To include strimming around signs and other obstructions including trees and the various edges of the sites.
- 4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
- 5. Grass cuttings to be dispersed evenly over Grass Verge not left in mounds.

Area G5 - Roman Park (Cut & Strim Only)

- 1. There are to be a minimum of 21 cuts of the area covered by site plan Area G5.
- 2. The first cut being in April then as required until November, according to seasonal growth patterns.
- 3. To include strimming around play equipment and other obstructions including trees and all of the various edges of the site (Hedges, Gates & Fences) to obtain a neat and tidy finish.
- 4. All safety surfacing at play areas, footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
- 5. Grass cuttings to be removed from the 2 football pitches.
- 6. Grass cuttings to be dispersed evenly over remainder of site not left in mounds.

Area G6 - Station Road Grass Verge Bordering Roman Park (Cut Only) & Grass on Approach to Community Centre (Cut & Collect)

- 1. There are to be a minimum of 21 cuts of the area covered by site plan Area G6.
- 2. The first cut being in April then as required until November, according to seasonal growth patterns.
- 3. To include strimming around signs and other obstructions including trees and all of the various edges of the sites (Hedges, Gates & Fences) to obtain a neat and tidy finish.
- 4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
- 5. Grass cuttings to be dispersed evenly over Grass Verge not left in mounds.
- 6. Grass cuttings to be collected from Grass on Approach to Community Centre.

Area G7 - Station Road Bridge Verge and Community Centre/Bridge Embankment (Cut & Collect) (see page 20)

- 1. There are to be a minimum of 21 cuts of the area covered by site plan Area G7.
- 2. The first cut being in April then as required until November, according to seasonal growth patterns.
- 3. To include strimming around signs and other obstructions including trees and all of the various edges of the site (Hedges, Gates & Fences) to obtain a neat and tidy finish.
- 4. All safety surfacing at play areas, footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
- 5. Grass cuttings to be removed.

Area G8 - To the rear of the Community Hall/Social Club (Cut & Collect) and to the Left of Resource Centre (Cut & Collect)

- 1. There are to be a minimum of 21 cuts of the area covered by site plan Area G8.
- 2. The first cut being in April then as required until November, according to seasonal growth patterns.
- 3. To include strimming around signs and other obstructions including trees and the various edges of the sites.
- 4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
- 5. Grass cuttings to be collected from the area to the left of the Resource Centre and from the rear of the Social Club/Community Hall and can be distributed evenly on Area G9.

Area G9 - Resource Centre (Cut/Strim Only)

- 1. There are to be a minimum of 21 cuts of the area covered by site plan Area G9.
- 2. The first cut being in April then as required until November, according to seasonal growth patterns.
- 3. To include strimming around signs and other obstructions including trees and the various edges of the sites.
- 4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/strim.
- 5. Grass cuttings to be distributed evenly across the area.

Area G10 - Community Centre between Fence and Hedge (Strim only)

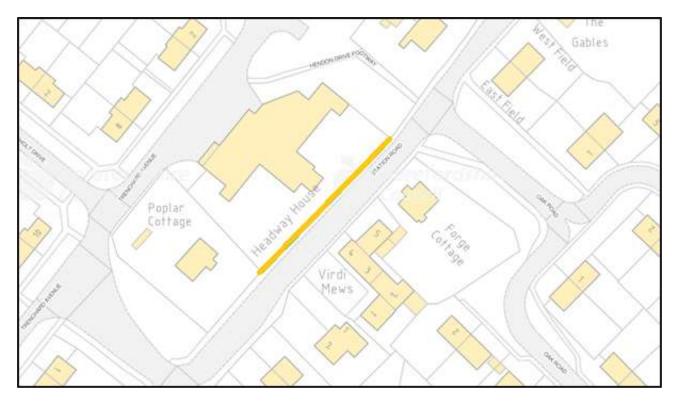
- 1. There are to be 2 cuts of the areas covered by site plan Area G10.
- 2. The first cut being in late April with the final cut in November, according to seasonal growth patterns.
- 3. To include strimming around signs and other obstructions including trees and the various edges of the sites.
- 4. Grass cuttings to be dispersed evenly over area and not left in mounds.

E. SITE PLANS

Area G1 - Village Green (Cut & Collect) & Grass Verge (Cut Only)



Area G2 - Station Road, Grass Verge under Hedge to rear of Headway (Strim Only)



Area G3 - Station Road - Verge opposite Shops (Cut Only)



Area G4 - Station Road/Mill Lane Verge (Strim Only) & Glebe Cul de Sac Verge below Hedge (Strim Only)



Area G5 - Roman Park (Cut & Strim Only)



Area G6 - Station Road Grass Verge Bordering Roman Park (Cut Only) & Grass on Approach to Community Centre (Cut & Collect)



Area G7 - Station Road Bridge Verge and Community Centre/Bridge Embankment (Cut & Collect)



Area G8 - To the rear of the Community Hall/Social Club (Cut & Collect) and to the Left of Resource Centre (Cut & Collect)



Area G9 - Resource Centre (Cut/Strim Only)



Area G10 - Community Centre between Fence and Hedge (Strim only)



F. TENDER FORM - To be submitted to the Council

Please complete and sign the Tender Form and Declaration & Company Details Form to the Credenhill Parish Council offices by TUESDAY 28th February 2023 at the latest.

PRICES QUOTED ARE TO BE EXCLUSIVE OF VAT

Contracted Area for 2023/2024	Number of Cuts (Frequency) Minimum	QUOTED PRICE PER CUT	TOTAL PRICE for 2023/2024 Based on Minimum Cuts
Area G1 – Village Green (Cut & Collect) & Grass Verge (Cut Only)	14 (2Wkly)	£	£
Area G2 – Station Road, Grass Verge under Hedge to rear of Headway (Strim & Collect)	7 (Monthly)	£	£
Area G3 – Station Road – Verge opposite Shops (Cut Only)	7 (Monthly)	£	£
Area G4 – Station Road/Mill Lane Verge (Strim Only) & Glebe Cul de Sac Verge below Hedge (Strim Only)	7 (Mthly)	£	£
Area G5 – Roman Park (Cut & Strim Only)	21 (April- November)	£	£
Area G6 – Station Road Grass Verge Bordering Roman Park (Cut Only) & Grass On Approach to Community Centre (Cut & Collect)	21 (April- November)	£	£
Area G7 – Station Road Bridge Verge and Community Centre/Bridge Embankment (Cut & Collect)	21 (April- November)	£	£
Area G8 – To the rear of the Community Hall/Social Club (Cut & Collect) and to the Left of Resource Centre	21 (April- November)	£	£
Area G9 – Resource Centre (Cut/Strim Only)	21 (April- November)	£	£
Area G10 – Community Centre between fence and hedge (Strim only)	2 (6 Mthly)	£	£

TOTAL GRASS CUTTING CONTRACT PRICE FOR 2023/2024 (assuming no additional cuts)

Please complete if you have **not** been previously used by Credenhill Parish Council in the performance of a similar contract then please provide details of 2 references who can be contacted to provide support for your application:

Referee 1

Name	
Position	
Company Name	
Contact Number	
Contact Email	
Annual Contract Value	

Referee 2

Name	
Position	
Company Name	
Contact Number	
Contact Email	
Annual Contract Value	

G. DECLARATION & COMPANY DETAILS FORM – To be submitted to the Council

Please complete and sign the Tender Form and Declaration & Company Details Form to the Credenhill Parish Council offices by TUESDAY 28TH FEBRUARY 2023 at the latest.

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works and location plans.

I/We understand that Credenhill Parish Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

Company or Business Name:

Business correspondence address					
		Postcode:			
VAT Reg No. (if applicable)					
Contacts:	Landline	:			
	Mobile	:			
	Email	:			
By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained therein and, if successful are willing to be bound to the contract as expressed therein.					
Signed:Print Name	::	Position:			
Dated:					

H. EVALUATION

Bids will be evaluated in accordance with the Credenhill Parish Council's Financial Regulations using the following criteria and weighting:

Criteria	Possible Score
Price The full and final cost over the full term of the contract. To take into account affordability and the commercial stability of a reasonable return for the supplier.	Max 50 points out of 100
Quality The supplier's ability to perform the contract to the highest standards. Evidence of the supplier's relevant knowledge and experience. Feedback received from References.	Max 25 points out of 100
Compliance The supplier's compliance with all Health & Safety and employment laws and regulations	Max 25 points out of 100

ADDENDUM

HEREFORDSHIRE COUNCIL/BALFOUR BEATTY PUBLIC REALM SERVICES AGREEMENT — PLEASE READ CAREFULLY

The maintenance of part or all of Areas G1, G2, G3, G4, G6, G7 fall under the responsibility of Herefordshire Council who have contracted Balfour Beatty to provide maintenance services to these areas under public realm services. Maintenance of these areas is minimum, generally safety cuts to ensure road safety.

Credenhill Parish Council is keen to ensure these areas are kept well maintained and through this agreement will increase the number of cuts to those areas.

At the time of drafting this tender document Credenhill Parish Council are working with Herefordshire Council and its public Realm Services Contractor towards a Management Agreement whereby the Parish Council will supplement maintenance carried out by Balfour Beatty for Herefordshire Council through this agreement.

You are asked to complete your tender submission in anticipation that all areas specified in the Site Plans form the final contract but must do so on the understanding that: Areas G1, G2, G3, G4, G6, G7 or part of any one of these areas may at any point be withdrawn from the agreement. By submitting your tender application form you are confirming that you understand and accept the above conditions.

Please contact the Officer immediately if you require further clarification.