

Bromsberrow Parish Council

Grass and Hedge Cutting

Contract Tender Document 2023



<p>Contact: Parish Clerk Bromsberrow Parish Council David Mills c/o 6 Muzzle Patch Tibberton Gloucestershire GL2 8EE bbpc@live.co.uk 07787920644</p>	
<p>Signed in agreement – date:</p>	

A. INVITATION TO TENDER

1. Bromsberrow Parish Council ("the Council") invites tenders for the carrying out of the Service of Grass Cutting in accordance with the following Contract sections, which comprise:
 - A. Invitation to tender
 - B. Standard contract conditions
 - C. Specification of works
 - D. Evaluation Process
 - E. Schedule of works
 - F. Tender, Declaration & Company Details Form
 - G. Site plans
 - H. Locations
2. 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.
3. Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Parish Clerk by no later than two weeks before the closing date. Contact details on page 1.
4. **The tender shall be submitted ONLY on the attached Form of Tender section F, page 5.**
5. 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.
6. The successful tender will be informed following the Parish Council meeting on **Tuesday 28th March 2023** with the Council's written acceptance letter, which shall form a binding agreement in the terms of the Contract documents.
7. If having examined the tender document pages 1 to 8 and you wish to submit a tender you should complete the Tender, Declaration & Company Details Form.
 - a. Please indicate the areas or work you wish to tender for, striking-out those areas you do not wish to tender for and complete the Declaration & Company Details sections.
 - b. The Prices submitted must indicate the rate for carrying out each area of the Contract and for the FIRST YEAR of a three-year contract. An indication of the possible year on increase is required. Bromsberrow Parish Council understand predicting cost for subsequent year is difficult and cost increases would be applied by agreement before the start of the cutting season in years two and three.
 - c. Return the Tender, Declaration & Company Details Form by **Friday 17th March 2023**, either by:
 - a. email to bbpc@live.co.uk
 - b. post to No 6 Muzzle Patch, Tibberton, Gloucestershire GL2 8EE

Tenders received late may not be considered.

B. STANDARD CONTRACT CONDITIONS

Communication

All communication regarding the tender and execution of the agreed contract will be with the Bromsberrow Parish Clerk in the first instance. In the second instant the Chair of the Bromsberrow Parish Council

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.

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 over THREE YEARS with ONE cutting season commencing March to November 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 by invoice, quarterly or at the end of the cutting season period to be paid within 30 days.

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.

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

- a. 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.
- b. 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). PLEASE confirm if VAT will be applied.
- c. The Council is looking for a contractor to complete all works and a price shall be inserted against each item on the Form of Tender for each element of the contract tendered for.
- d. 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.
- e. 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.
- f. Invoices presented for payment must include a schedule of the works completed including the dates of the work.
- g. 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 and /or hedge cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass and /or hedge 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 and /or hedge 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 and or hedge cutting, where collection is required, are to be removed from site and correctly disposed of and in an environmentally friendly manner.
- 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. EVALUATION PROCESS

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

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

E. SCHEDULE OF WORKS:

Annual cutting season – March to November

1. A number of grass cuts will be required over the cutting season.
 - a. These will include areas marked in Red.
 - b. Depending on conditions during the cutting season, upto three extra grass cuts may be required on agreement between the contractor and the council.
 - c. Contractors are expected to remove and dispose of cuttings in a responsible manner.

F. COMPANY DETAILS, TENDER & DECLARATION FORM

Please complete and return to the Parish Clerk by **Friday 17th MARCH 2023** at the latest.

Company or Business Name:			
Business correspondence address and Postcode			
VAT Reg No. (if applicable)		Please confirm if VAT will be applied. Yes/No	
Contacts:			
Landline:			
Mobile			
Email:			

TENDER Cost estimates are for the FIRST YEAR of the three-year contract. Subsequent years costs by agreement.

<i>Contract Area</i>	<i>Number of cuts</i>	<i>Price per Cut First Year only</i>	<i>Price per Extra Cuts First Year only</i>	<i>Estimated year increase in %</i>
Area 1 Bromsberrow War Memorial	8			
Area 2 Bromsberrow Heath – Bus stop	8			

REFERENCE

Please complete if you have not been previously used by Bromsberrow Parish Council in the performance of a similar contract. Please provide details a reference who can be contacted to provide support for your application:	Contact Name	
	Company Name	
	Contact Number	
	Contact Email	
	Annual Contract Value	

DECLARATION & COMPANY DETAILS FORM

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 Bromsberrow 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.

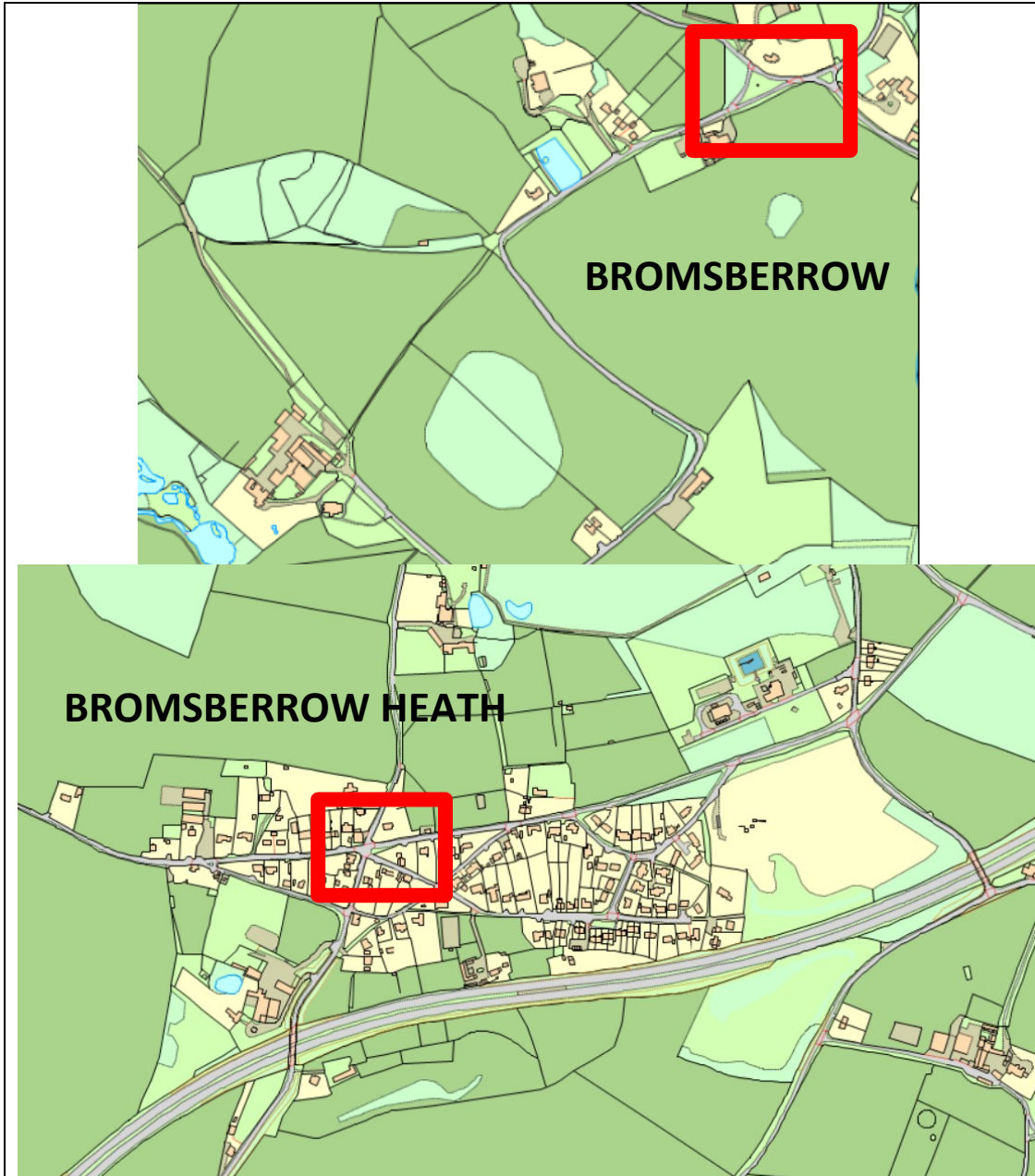
I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of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

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:Name: Dated:

G. Site Plan

Locations in the Parish of Bromsberrow



1. Bromsberrow War Memorial triangle on Albright Lane Bromsberrow

2. Around the bus shelter at 'The Cross' Bromsberrow Heath

H. Locations:



1. Bromsberrow War Memorial triangle



2. Bromsberrow Heath at the five junction by the bus shelter