

LAND MAINTENANCE CONTRACT

Invitation to Tender

INVITATION TO TENDER (ITT)

1. Winterborne St Martin Parish Council ("the Council") invites tenders for the carrying out of land maintenance (grass and hedge cutting) in accordance with the Contract documents attached, which comprise:

Appendix A Specification of Works & Schedule of Works

Appendix B Site Plans

Appendix C Standard Conditions of Contract

Appendix D Form of Tender & Questionnaire

2. Prospective Service Providers 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 one week before the closing date.

4. The tender shall be submitted on the Form of Tender attached at Appendix E. Tendered prices should be stated clearly for each part of the specification requiring separate pricing, and any VAT payable should be stated clearly and separately.

5. Prospective Service Providers 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 as to the reasons why a tender has not been accepted.

6. The successful tender together with the Council's written acceptance shall form a binding agreement under the terms of these Contract documents.

7. If having examined this ITT if you wish to submit a tender you should:

(a) Fully complete and return Appendix D: Form of Tender & Questionnaire

(b) Return tenders and all related documentation by 5pm on **Friday 17 February 2023**, to: Clerk@winterbornestmartin-pc.gov.uk or The Parish Clerk, c/o 24 Cowleaze, Martinstown, Dorchester DT2 9TD. Tenders received late will not be considered.

(c) The envelope or email containing the tender must be clearly marked "Tender for grounds maintenance" on the outside or in the subject field of an email submission.



Appendix A

STANDARD TERMS & CONDITIONS OF CONTRACT

1. The Contract Documents will comprise:
 - Invitation to Tender
 - Appendix B Standard Terms & Conditions of Contract
 - Appendix B Specification of Works & Schedule of Works
 - Appendix D Site Plans
 - Appendix E Form of Tender & Questionnaire
2. Officer
The Officer will be the Parish Clerk
3. Extent of Work
Generally, the work will comprise of the cutting of grass and selective weed control where specified on land within the Parish. To include strimming around equipment/furniture, trees, bushes, fences, hedges, walls and all other authorised site fixtures and fittings. To include grass removal from all surfaces and footpaths by sweeping or blower. Works also include periodic improvements to small trees and hedges across various sites.
4. Site Details
The sites are situated throughout the parish and are identified on the plans in the appendices Appendix D. In advance of tendering the Service Provider is advised, at his own discretion, to visit the sites to satisfy himself as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.
Workmanship and Equipment
5. The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.
6. Additional Erection/Installation
The Council could add additional outside fixtures and fittings during the period of the Contract and no application from the Service Provider to adjust the Contract price will be considered.
7. Duration of Contract
The duration of the Contract will be from **1st April 2023 until 31st March 2026** (36 months.)
8. Tenders are to be priced on a 3-year basis. There will be opportunity to apply for a next anniversary increase in October each year based only upon the prevailing Consumer Price Index (CPI).
9. Payment to Service Provider

Full monthly contracted payment, on receipt of monthly invoice from Service Provider.

10. Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving three months' notice.

11. The Council may terminate the Contract forthwith if:

- I. It is of the reasonable opinion that the Service Provider is in default in the performance or observance of any term or condition of the Contract.
 - II. It is of the opinion that the Service Provider has failed to perform the Services specified in the Schedules or has failed to do so to the standard required and that such failure is incapable of remedy.
 - III. The Service Provider has failed to remedy a failure to perform the Services satisfactorily in the time required to remedy such failure as instructed.
 - IV. The Services have not been provided at the time or in the sequence set out in the Schedules contained within this Agreement.
 - V. The Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider has:
 - a. Given any fee or reward the receipt of which is an offence under sub-section (2) of Section 17 of the Local Government Act 1972;
 - b. At any time during the tendering process (i.e. from the date of the publication of the notice seeking expressions of interest to the date of the award of the Contract), directly or indirectly canvassed any member or official of the Council concerning the acceptance of any proposal in respect of the Council;
 - c. Directly or indirectly obtained or attempted to obtain information from any member or official of the Council concerning any other proposal submitted by any other person in respect of the formation of the Contract;
 - d. Committed any offence under the Prevention of Corruption Acts 1889 to 1916;
 - VI. The Service Provider compounds or makes any arrangement with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
 - VII. A mortgagee takes possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same.
 - VIII. An order is made, or a resolution passed, for the winding up of the Service Provider.
12. In the event of the agreement being terminated for the reasons contained above the Council will:
- I. Cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and

- II. Be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and
 - III. Be entitled to deduct from any sum or sums that would but for this Condition have been due from the Council to the Service Provider under this Contract or any other contract, or be entitled to recover the same from the Service Provider as a debt, together with any loss or damage to the Council resulting from or arising out of the termination of the Service Provider's engagement. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Contract, and in making alternative arrangements for the provision of the Services or any part thereof; and
 - IV. Calculate the cost of any loss and/or damage and other costs arising from the Council's termination of the Contract and deducts the same from any sum or sums, which may otherwise be due to the Service Provider. The Council will pay to the Service Provider any balance shown as due to the Service Provider or if appropriate will recover any balance shown due to the Council as debt.
 - V. The rights of the Council under this Condition are in addition to and without prejudice to any other rights the Council may have against the Service Provider. The termination of the Contract, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Contract.
13. Insurance
- The Service Provider 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 Parish Clerk prior to commencement of the Contract. The Service Provider 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.
14. Health and Safety
- The Service Provider shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this Contract.
15. Notes to those tendering:
- a) Attention is drawn to the Form of Tender and Standard Conditions of Contract. These documents must be read in conjunction with the Specification of Works, Plans and Schedule of Works. Service Providers 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.
 - c) A price shall be inserted against each item on the Form of Tender.

- d) No alteration to the text of the Form of Tender is to be made by the Service Provider 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) Weed killing chemicals must only be applied by certificated staff and must be safe for use in public areas.
- f) 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.
- g) Invoices presented for payment must include a schedule of the works completed in that month including the dates of the work.
- h) Service Providers are asked to contact the Parish Clerk if any clarification is required.

Appendix B

SPECIFICATION & SCHEDULE OF WORKS

- 1.01 (i) Prior to cutting any area, the Service Provider will ensure that it is free of significantly large stones, paper, tins, bottles and other debris.
- 1.10 (ii) The Service Provider will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards.
- 1.02 The Service Provider 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 Service Provider at his own expense and to the satisfaction of the Council.
- 1.03 The Service Provider 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 Service Provider will provide his staff with all safety equipment, (boots, reflective vests, ear defenders etc.), and will ensure that staff use these at all times they are engaged in work for the Council.
- 1.04 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.
- 1.05 All grass will be cut cleanly and evenly and without damaging the existing surface.
- 1.06 The Service Provider will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Service Provider will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths and public footpaths, etc., by sweeping or using a blower.
- 1.07 Soft vegetative growth, such as clover or other weeds, will be deemed to be part of the Contract where it falls within large areas of grass.
- 1.09 Mowing will take place on the full area of grass at the site, up to the paving, fencing obstacles and any other boundaries.
- 1.10 Areas not cut to the satisfaction of the Council will be re-cut by the Service Provider at the Service Provider's own expense.
- 1.11 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.

1.12 Should the Service Provider cause damage to the surface or levels of the ground, or create divots during operations, the Service Provider will at his own expense reinstate such damage forthwith to the satisfaction of the Council.

1.13 Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting, and replaced before the Service Provider leaves the site.

1.14 Mowing around obstructions including seats, trees, fence lines, posts, and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate. The cutting of such areas will be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the Service Provider's rate for each location.

1.15 In areas that contain bulbs or corms, the Service Provider will ensure that the emergent bulbs are not cut until four weeks after flowering.

1.16 All grass areas to be cut and maintained so that the length never exceeds 10 cm – at least 2 cuts per month during the growing season April to October and 1 cut per month from November to March

1.17 Maintain the grass on a 2-week cycle through the main growing season from 1st May to 31st October; frequency of cuts may fluctuate during the season depending upon weather and growing conditions to keep grass length to a maximum of circa 10 cm

1.18 Maintain the grass on a 4-week cycle through the winter 1st Nov to 30 Apr; frequency of cuts may fluctuate during the season depending upon weather and growing conditions to keep grass length to a maximum of circa 10 cm

1.19 Strim/mow along all path edges monthly through growing season. Spray path edges and boundary with walls/fences for weeds 2 x per year using chemicals safe for use in public areas. Tidy grass edges through growing season.

1.20 Take out low growth on trees throughout the site as needed for safety, ease of mowing and appearance

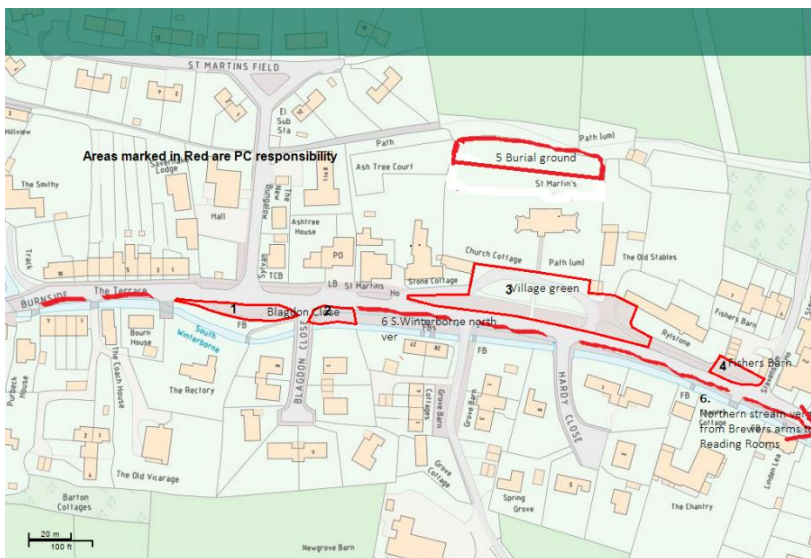
1.21 All persons operating grass cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Service Provider to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

APPENDIX C

SITE PLANS (Please contact the Clerk if you would like an accompanied site visit)



Mallards Green bus stop grass cutting and hedge trimming



Village centre

1&2. Blagdon Close & bus stop grass cutting and hedge trimming/ Take out low growth on trees throughout the site as needed for safety, ease of mowing and appearance.

3. Village Green Grass cutting. The buddleia bush by the garage to be cut back to 0.5 m every winter. Ivy and over grown vegetation to be removed from the garage every winter. Maintain the bush by the area of land near the metal trough. Take out low growth on trees throughout the site as needed for safety, ease of mowing and appearance

4. Fisher's Barn car parking area grass strimming and weed control

5. Parish burial ground, rear only grass strimming/cutting

6. South Winterborne northern verge grass cutting/strimming

Appendix D : FORM OF TENDER

	Annual Cost exc VAT	Annual Cost inc VAT
Mallards Green bus stop		
1.Village Green		
2. & 3. Blagdon Close & bus stop		
4. Fisher's Barn car parking		
5.Parish burial ground, rear		
6. Northern verge of the stream		
Total contract cost		

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 the Council is not bound to accept the lowest or any or all parts of this Tender 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.

Signed: Name:

Position: Date:

Organisation name:

Address:

Telephone contact number:

Details of prospective service provider:

Nature of business (if the business is a company and is a subsidiary of another company, please give details):

Date of business formation:

Please state number of grounds maintenance employees:

Please give any other details, which you feel may be relevant, for example, similar Contracts in the area or for similar authorities, etc: