

Great Ayton Parish Council

Grass Cutting Contract - Enquiry Document 2024/2025

This enquiry document comprises annexes A-H inclusive.

Any queries in relation to the enquiry, as well as tender responses should be directed to GAPC Clerk, Great Ayton Parish Council, Parish Centre, High Green, Great Ayton, TS9 6BJ - Please mark all envelopes "Tender for grass cutting contract". Queries (but not tender submissions) can also be emailed to clerk@great-ayton.org.uk

A. INVITATION TO TENDER

1. Great Ayton Parish Council ("the Council") hereby invites tenders for the award of a contract for the carrying out of the Service of Grass Cutting in the village of Great Ayton during the period March 2024 through October 2025 (the "Contract").
2. The tender is divided into work packages and the prices submitted must indicate the rate for carrying out one or more work package 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, which they would be expected to fulfil if their tender application is successful.
4. Any queries regarding the interpretation of any part of the Contract documents should be directed to the Clerk and received by them by no later than two weeks before the closing date set out at point 8 below.
5. The tender shall be submitted ONLY on the attached Form of Tender, by post or hand delivery to the above address to arrive on or before the closing date (see 8 below).
6. Prospective Contractors should note that the Council is not bound to accept the lowest priced submission, or any other tender offered. The Council's decision is final and no correspondence will be entered into on the reasons why a tender has been rejected, unless the Council opt to do so.
7. The successful tender for each work package together with the Council's written acceptance shall form a binding agreement between the Prospective Contractor and the Council on the terms of the Contract documents.
8. If having examined the enquiry documents you wish to submit a tender you should fully complete, sign and return the Tender Form Declaration & Company Details Form and return them with evidence of your insurance cover to GAPC Clerk, Great Ayton Parish Council, Parish Centre, High Green, Great Ayton, TS9 6BJ by the closing date of 31st December 2023. Please note that the package containing the tender must be clearly marked "Tender for grass cutting contract" on the outside.

Tenders received late will not be considered. The Council are not responsible for postal issues, so please allow plenty of time for receipt of your tender submission.

B. CONTRACT CONDITIONS

The Contract comprises these Contract Conditions, the Specification of Works, the Schedule of Works and the Site plans.

1. Defined Terms

These terms when used in this Contract shall be defined as follows:

Contractor means the successful contractor(s) appointed by the Council.

Council means Great Ayton Parish Council.

Officer means the Clerk of the Council.

2. Scope of Work required

The work will comprise:

- 2.1 the cutting of grass on amenity spaces managed by the Council together with some grass verges. The areas required to be cut are marked on the map attached to this Enquiry Document (being the "Required Areas");
- 2.2 strimming around play equipment, outside furniture, path edges, trees, bushes, fences, hedges, gravestones and any other authorised fixtures and fittings in the Required Areas;
- 2.3 the removal of grass cuttings from all hard areas and non-planted surfaces, to include play and safety surfaces, footpaths and seating areas by sweeping and blowing;
- 2.4 although the specific cutting period of 1st March to 31st October has been set for the tender (as set out in the Schedule of Works below) this may be varied according to seasonal grass growth and by written agreement with the Officer only.

3. Site Details - please see attached map

3.1 Attached map and schedule identify the areas we seek to cut.

3.2 Before tendering the Contractor is advised, at his/her own discretion, to visit the Required Areas to satisfy themselves as to the full extent of the Contract Specification. Guided site visits can be arranged by request. No claims arising from failure to do so will be accepted.

4. Site Access

The Council will provide keys where required to allow for access.

5. Workmanship and Equipment

The Prospective Contractor(s) shall act in accordance with good industry practice and the workmanship must be of the highest standard, and shall conform to all relevant British Standards, Specifications and Codes of Practice.

6. Additional Installations

The Council may at any time add or remove outside fixtures and fittings (play equipment, benches, gravestones, planting etc.) on the Required Areas during the period of the Contract and no application from the Contractor to adjust the Contract price as a consequence will be considered unless it materially affects the level of work required.

7. Duration of Contract

7.1 The duration of the Contract will commence 01 March 2024 and expire on 31 October 2025 inclusive (the "Term"). An annual performance review will be conducted by the Council on or around 31 October 2024 and if the Council find and can demonstrate material failings in the Prospective Contractor's performance at that point, the Council shall be entitled to terminate the Contract on written notice to the Prospective Contractor.

7.2 In addition to the termination rights above, either Party may terminate the Contract without reason by giving not less than four (4) months written notice to the other.

8. Price

Tenders are to be priced on a per cut, per work package basis. There will be no opportunity to alter the rates tendered during the Term of the Contract.

9. Payment to Contractor

The contractor is advised that all invoices are subject to the Council's approval process at the Council's monthly meeting, which normally occurs on the first Tuesday of a month.

9.1 The Contractor will submit one invoice per month to the Clerk for all work carried out to the date of the invoice. An invoice submitted by the fourteenth day of the month, will be paid by the fourteenth day of the following month.

10. Insurance

10.1 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 Clerk with the tender document and submitted again at the start of the Contract and at the start of the second year of the Term.

10.2 The Contractor shall indemnify the Council in respect of any losses or costs incurred, or claims or proceedings made due to poor workmanship, or in respect of any injury or damage to any property, persons or animals as a result of negligence, act, omission or a failure to notify the Council of any action likely to cause injury, damage or loss to any party.

10.3 Any damage caused to any property during the performance of this contract must be reported to the Clerk immediately and any costs involved to rectify the damage will be the responsibility of the Contractor.

11. Subcontractor/Employee DBS Verification

Due to the nature of the locations included within the Contract all subcontractors or employees of the Contractor employed in the performance of this Contract are required to have a valid Basic DBS check which is not more than three (3) years old. A list of names, DBS numbers and date of last check must be produced to the Clerk 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 before they start work.

12. Health and Safety

The Contractor shall comply with all relevant statutory requirements (including all prevailing Health and Safety at Work Legislation) and codes of practice at all times in carrying out the services described in this agreement, to include (without limitation) the Safety at Street Works and Road Works: Code of Practice 2013.

13. Jurisdiction and Governing Law

This Contract shall be governed exclusively by English Law and the Parties submit to the exclusive jurisdiction of the English courts.

Notes to Tenderers

- 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 also the Schedule of Works. Contractors are advised to carefully read all documentation.
- 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).
- A price shall be inserted against each item on the Form of Tender for each element of the contract tendered for.
- 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.
- Invoices presented for payment must include a schedule of the works completed including the dates of the work.

C. SPECIFICATION OF WORKS

1. Prior to cutting or trimming any area (excepting Road side verges, semi-wild verges and the flood plain meadow), 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. If this is not removed, then accidentally cut it is to be removed immediately after cutting.
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 so they can be made good.
 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 their 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 when they are engaged in work for the Council.
 5. All grass will be cut cleanly and evenly without damaging the existing surface.
 6. 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 requested, that all grass clippings and other arising's are cleared from all paved areas, playground equipment surfaces, paths and public footpaths, etc., by sweeping or using a blower.
 7. Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
 8. Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor"s own expense.
 9. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels of the ground or grass cutting "divots" from the machine rollers or cutters. The Contractor must notify the Clerk that day if the weather prevents cutting from taking place.
 10. Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at their own expense reinstate such damage straight away to the satisfaction of the Council.
 11. Mowing will be carried out as close as practicable to fixed obstructions. Moveable obstructions can be removed to facilitate cutting, and replaced before the Contractor leaves the site.

12. Mowing around obstructions including seats, trees, fence lines, posts, gravestones, stones and kerbs and the like, will be undertaken using methods, tools and machines as appropriate to ensure neat edges to paths etc.
13. If used, strimmers must not be allowed to damage any trees, shrubs etc. or permanent or removable fittings.
14. 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 their operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.
15. None of the sites have access to toilets or running water so the Contractor will need to make their own arrangements for their staff welfare.

D. SCHEDULE OF WORKS

The GAPC Open Spaces and Grass Cutting map is shown below condensed form. Electronic and larger printed versions of the map are available upon request.

GAPC Open Spaces and Grass Cutting

-  Grass to be cut
(solid green and hatched areas)
-  Cricket and Football
-  Flood Plain Meadow
-  Land retained by Wimpey
-  Allotments
-  Semi wild verges



For all areas marked in green on the map the core cutting period is 1st March to 31st October, when, weather permitting, grass will be cut every two weeks (or as soon as practicable thereafter if weather is adverse) and to the following standards:

- Cutting height will be 1".
- Cutting will be on a "cut and drop" basis i.e. all cuttings are to be left in place with the exception of provisions in clause 2.3
- Daffodils will be left standing and trimmed around until 1st July each year.
- Parks and green spaces will be cut in their entirety back to their boundaries.
- Verges will be cut back to where the land starts to fall away to river or to hedges or to boundaries, whichever is applicable.
- River's edge – cutting undertaken to where the land starts to fall away to river.

Additional Information and Requirements

Cemetery

The cemetery contains both traditional burial areas and gardens of remembrance. The management priority is placed largely on visual appearance and the provision of a serene environment that offers a place of solace for those grieving.

It is acknowledged that our cemetery, is an important part of the ecosystem, providing semi-natural habitats for many plant and animal species as well as a wide range of ecosystem services. Part of the cemetery is “set aside” and managed in the style of a “hay meadow” which is left wild for most of the year and then flail cut to 3” and cleared by the Council team prior to receiving a final annual cut to 1”.

With the exclusion of the area set aside, the grass is to be cut sufficiently regularly and sufficiently shortly to facilitate the above.

The council require the Contractor to undertake the final annual cut of the area “set aside” to 1” towards the end of September each year.

Note: grass cutting is not to take place when burials are in progress and close liaison with the Cemetery Superintendent to confirm cutting days/times is a prerequisite.

Flood Plain Meadow - Annual Grass Cutting

The main meadow is cut once a year during autumn (September or October).

Ideally the meadow will be cut and cleared by tractor, in the manner of a hay field, using a finger bar cutter set to the lowest height possible - this is needed to remove as much grass as possible to encourage wildflowers to grow.

Semi Wild Verges

There are two areas of verges that are to be maintained in a semi wild state (please refer to map for locations).

These verges are to be cut twice a year, during April and October, with a cutting height of 1”, to a width of 50cm only (where wide enough) from the edge of any pathway.

Work Packages

The tender is broken down into the following Work Packages:

1. Cemetery and the Play Park
2. Yatton House
3. Parkland – comprising, High Green, Low Green, Waterfall Park, Camp Corner
4. Roads side verges, semi wild verges and Green Spaces within Estates i.e. all areas shaded green and burnt orange on map but not specified above
5. Flood plain meadow annual cut

A bidder may bid for one or more packages.

Where a bidder is bidding for multiple packages, each package must be individually priced and be available for selective purchase.

F. TENDER FORM

PRICES QUOTED ARE TO BE EXCLUSIVE OF VAT

Work Package	Price per cut
Cemetery and the Play Park	
Yatton House	
Parkland – comprising, High Green, Low Green, Waterfall Park, Camp Corner	
Roads side verges, semi wild verges and Green Spaces within Estates i.e. all areas shaded green and burnt orange on map but not specified above	
Flood plain meadow annual cut	

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

Please complete and sign the Tender Form and Declaration & Company Details Form in confirmation of the following declarations:

I/We agree to complete the work at the Required Areas outlined on the location plans in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works and the Schedule of Works. I/We agree that if we are successful in the tender process I/ We shall comply with the Standard Contract Terms, Specification of Works and Schedule of Works throughout the Term of the Contract.

I/We understand that Great Ayton 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 expenses I/We have incurred in preparing this tender or entering into the Contract.

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):

Years in business:

Company Registration Number (if applicable):

Name, Address and full contact details for 2 x referees

Referee 1:

Referee 2:

Your business contact details:

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 terms of the Contract as detailed in this document.

Signed:

Print Name:

Position:

Dated:

H. EVALUATION

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

The full and final cost over the full term of the contract.

To take into account affordability and the commercial stability of 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 the Council's insurance requirements and all Health & Safety and employment laws and regulations.

Max 25 points out of 100.