



LISKEARD COUNCIL
WORKING FOR YOU

**Grass Cutting & Hedge Trimming
Contract Tender Document
2018, 2019 & 2020**

Liskeard Town Council amenity spaces

Thorn Park

**Rapson's Field
Multi Use Games Area and Skate Park**

Westbourne Gardens

Eastern Avenue Open Space

Pengover Allotments

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Grass Cutting & Hedge Trimming Contract 2018, 19 & 20

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Appendix:

Approval of new contractors form

Tendering Timetable

Advertise Tender & Issue documents	Friday 22 nd September 2017
Deadline for Tender questions	Friday 20 th October 2017
Deadline for receipt of completed Tender documents	Friday 3 rd November 2017
Evaluation of Tenders	Friday 10 th November 2017
Presentation of short list Tenders to Facilities Committee	Tuesday 21 st November 2017
Notification to applicants	Friday 24 th November 2017
Date of commencement of contract	January 1 st 2018
Date of completion of contract	December 31 st 2020

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INVITATION TO TENDER

1. Liskeard Town 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:-

1. Invitation to tender
2. Standard contract conditions
3. Specification of works
4. Schedule of works
5. Site plans
6. Tender form
7. Evaluation

Appendix - Approval of new contractors form

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 Facilities Manager 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. Approval of new contractors form

(b) **Return tenders and all related documentation by FRIDAY 3rd NOVEMBER 2017 to the Town Council office 3-5 West Street, Liskeard PL14 6BW**

Tenders received late will not be considered.

(c) **Please note that the package containing the tender must be clearly marked "Tender for grass cutting & Hedge Trimming" on the outside.**

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2. Standard Contract Conditions

Officer

The Officer will be the Facilities Manager

Extent of Work

The work will comprise of the cutting of grass on four amenity spaces managed by the Council together with hedge trimming at Thorn Park and Pengover Allotments. (see site plans attached)

Grass Cutting:

The height of cut to be appropriate for the use of each space and as agreed with the Facilities Manager. 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 Facilities Manager Only.

Hedge Trimming:

The hedges, as defined on the site plans, at Thorn Park and Pengover Allotments are to be trimmed twice per year. During late winter / early spring, but before March 1st. and again soon after 31st August each year.

Site Details

The sites are:

Thorn Park – a medium sized traditional children's and family play park.

Rapson's Field Multi Use Games Area (MUGA) and Skate Park.

Westbourne Gardens – Town Centre open space.

Eastern Avenue – open amenity land forming a pedestrian link from Eastern Avenue to Springfield Road.

Pengover Road Allotments – Traditional municipal allotments.

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.

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 THREE YEARS commencing JANUARY 1st 2018 to DECEMBER 31st 2020 inclusive, with annual performance reviews.

Tenders are to be priced on an annual 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 account, in arrears, throughout the cutting season for all work carried out.

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 for Contracts. A current Certificate of Insurance to this effect must be produced to the Facilities Manager 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.

Health and Safety

The Contractor 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.

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)
- c) 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 Facilities Manager if any clarification is required.

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3. 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 and without damaging the existing surface.
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 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 through the growing season and at the discretion of the Town Council.
10. Mowing will take place on the full area of grass at the site, up to the paving, fencing 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, memorial stones and kerbs and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate.
16. If used trimmers must not be allowed to damage any trees, shrubs etc. or permanent or removable fittings.
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. Hedge trimming equipment must be suitably maintained to produce a clean cut and neat finish.
19. Hedges are to be trimmed to maintain good healthy growth and shape whilst providing a natural screen and wildlife habitat.
20. All arising's from hedge trimming are to be removed from site and correctly disposed of. By special agreement with the Facilities Manager arising's at Thorn Park may be finely shredded and evenly distributed along the base of the hedge(s) This will NOT be possible at the Pengover Allotments and arising's will have to be removed from site.
21. Great care must be taken to ensure the safety of any persons in the vicinity of hedge trimming activities and a 'banks man' system should be employed to control access to the area of work.
22. All hedges must not be trimmed during the recognised nesting season between 1st March and 31st August.
23. Hedge trimming at the Pengover Allotments should be carried out with respect for the plot holders right of access to their plots and without damage to any crops or fixtures.
24. Access to Pengover allotments is via a padlocked gate, key available from the Town Council offices.
25. 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.

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4. Schedule of works

Thorn Park, Westbourne Gardens & Rapson's Field (Skate Park & MUGA)

1. There are to be a **minimum** of 12 cuts of the areas covered by the plans for Thorn Park and Rapson's Field.
2. The first cut being in late April then fortnightly thereafter with the final cut in early October, 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 sites.
4. All safety surfacing at play areas, footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/trim.
5. Grass cuttings to be dispersed evenly over each site **not** left in mounds.
6. All natural hedges around the entire perimeter of Thorn Park, including entrances, are to be trimmed twice per year as per the specification.
7. Note: Rapson's Field includes an area of 'rough' ground to the rear of the southwestern fence.

Eastern Avenue

1. There are to be a **minimum** of 7 cuts of the areas covered by the plans for Eastern Avenue.
2. The first cut being in late April then Monthly with the final cut in early October, according to seasonal growth patterns.
3. To include strimming around signs and other obstructions including trees and the various edges of the sites. (NOTE: This site includes steep banks and a culvert)
4. All footpaths, seating areas, entrances etc. to be cleaned off by sweeping or blowing after each cut/trim.
5. Grass cuttings to be dispersed evenly over each site **not** left in mounds.

Pengover Road Allotments (Hedges ONLY)

1. Hedges are to be trimmed / shaped twice per year as per the specification.
2. Hedges marked in RED on the plan are to be trimmed on the TOP and INSIDE faces ONLY.
3. Hedges marked in YELLOW on the plan are to be trimmed on ALL faces.
4. Only hedges marked in RED or YELLOW are included in this contract.

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5. Site Plans

Thorn Park – area marked in GREEN



Rapson's Field – area edged in RED



Westbourne Gardens – area edged in RED



Eastern Avenue – area edged in RED



Pengover Allotments – Hedges



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6. TENDER FORM – To be submitted to the Council

PRICES QUOTED ARE TO BE EXCLUSIVE OF VAT

Contracted Area	2018 Season	2019 Season	2020 Season
Thorn Park			
Price per grass cut	£	£	£
Total price per season – <u>minimum</u> 12 cuts	£	£	£
Price per season for hedge trimming (two per season)	£	£	£
Rapson' Field			
Price per cut	£	£	£
Total price per season – <u>minimum</u> 12 cuts	£	£	£
Westbourne Gardens			
Price per cut	£	£	£
Total price per season – <u>minimum</u> 12 cuts	£	£	£
Eastern Avenue			
Price per cut	£	£	£
Total price per season – <u>minimum</u> 7 cuts	£	£	£
Pengover Road Allotments			
Price per season for hedge trimming (two per season)	£	£	£

Please complete and sign the Tender Form overleaf and submit both parts to the Liskeard Town Council offices by FRIDAY 3rd NOVEMBER 2017 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 Liskeard Town 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:

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7. Evaluation

Bids will be evaluated in accordance with the Liskeard Town 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. Completion of the Approval of new contractors form.	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