

DOWNLEY PARISH COUNCIL

Council Office, Community Centre
School Close, Downley HP13 5TR
Tel: 01494 257711 Email: clerk@downleyparishcouncil.org

Invitation to Tender (ITT) **Grounds Maintenance 2025-2027 within the Parish** **(Including Devolved Services from Buckinghamshire Council)**

Downley Parish Council is offering the opportunity to tender for the Downley Parish Grounds Maintenance contract.

The duration of the contract will be for two years with an option to extend for a further 12 months and will commence in April 2025

TENDER INSTRUCTIONS

Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be acceptable by them if their tender is accepted.

If you would like to visit the sites, please contact the Clerk on 01494 257711.

Tenders must be received by end of business on 29/01/25 either by email or a hard copy in a sealed envelope marked DPC Grounds Maintenance tender, to the Clerk, Downley Parish Council at the address above, or by email clerk@downleyparishcouncil.org

Tender Validity

The Contractor is expected to keep the validity of the tender for 90 days after the submission date.

The Decision

The expected value of this tender is below the Public Procurement Contract Regulations 2015 threshold. The process will be a single stage process. The Council is not bound to accept the lowest priced, or any tender. The evaluation criteria will include emphasis on quality as well as price.

Freedom of Information

Please note that all information submitted to the Council may need to be disclosed and/or published by the Parish Council in compliance with the Freedom of Information Act 2000. If you consider that any of the information included in your tender response is commercially confidential, please identify it and explain (in broad terms) what harm might result from disclosure and/or publication.

Tender Timescales

Action	Deadline
Issue of Invitation to Tender (ITT)	30/12/24
Deadline for return of the ITT	29/01/25
Evaluation of Tenders by Downley Parish Council	11/02/25
Notification of award decision	01/03/25
Contract start date	01/04/25

SCHEDULE 1 - SERVICES AGREEMENT

This agreement is made on [DATE] between

Downley Parish Council ('the Council') of the Council Office, Community Centre, School Close, Downley, HP13 5TR and

[CONTRACTOR]

1 Definitions

In this contract the following expressions shall have the meanings hereby assigned to them:

'Agreement'	the Information and Instructions for Quotations, the Specification
'Clerk' –	the Clerk to Downley Parish Council
'Contractor' -	the person, persons or company whose quotation is accepted
'Council' –	Downley Parish Council
'Contractor's Staff'	those persons employed or engaged by the Contractor from time to time to perform this Agreement on its behalf. The definition of 'Contractor's Staff' will also include the staff of any permitted sub-contractor who are performing the Contractor's obligations under this Agreement from time to time.

2 Works Required

The Contractor shall carry out the works detailed in Schedule 2 – Services Specification.

3. Variation of Agreement

Variations to Schedule 2: Services Specification may be proposed by the Council or the Contractor. Any agreed variations shall be confirmed in writing by the Council.

4 Performance of Service

The Contractor shall perform the services in a manner consistent with the terms and conditions of the agreement and to the satisfaction of the Clerk. The contractor should emphasise to staff that the public should be treated with courtesy and respect.

All operations shall be carried out by the Contractor without unreasonable noise and disturbance so as not to interfere with the convenience of the public, access to, or occupation of public roads, private or public footpaths or properties and the Contractor shall indemnify the Council in respect of all claims demands proceedings costs and expenses whatsoever arising out of, or in relation to, any such matters.

5 Reporting

The Contractor will meet with the Clerk at least quarterly or at such other times as the Clerk may reasonably request at the Council Offices in Downley to review progress on the contract and to consider future work.

6 Invoicing and Payment

The Contractor is required to invoice the Council monthly 1/12th of the annual contract sum and any contract variation agreed by the Council in advance. Invoices should be submitted at the end of each calendar month. Payment will be made via BACS, on the second Thursday of each month after the monthly Parish Council meeting.

7 Access

Access to some of the locations to be maintained is restrictive of the size of vehicle/machine that can be used. It is the responsibility of the Contractor to acquaint themselves with the access to each location.

8 Additional Services

In respect of all hourly and fixed price work to be carried out under this Contract, the Contractor must give a quote for the length of time needed to carry out the job, as well as the cost of materials. Other than where work is of an urgent nature (where approval will be given by telephone), this approval will be given in writing or in an email by the Clerk. Any work carried out by the Contractor without prior authorisation will not be paid.

9 Vehicles, Tools & Machinery

The Contractor shall provide and maintain all such vehicles, tools and machinery as are necessary for the proper performance of the services, including fuel. The Contractor shall, at their expense, keep all vehicles, tools and machinery in good and serviceable repair.

10 Safety

The Contractor shall take precautions as are necessary to protect the health and safety of all persons employed by the Contractor, the Council and the general public. The Contractor shall comply with the Health & Safety at Work Act and all other Acts or Regulations pertaining to the health and safety of the Contractor's staff who must have been appropriately trained. All relevant safety equipment (PPE) shall be provided at all times by the Contractor and worn by the Contractor's staff when carrying out works. The Contractor shall undertake appropriate risk assessments.

The Contractor is required to notify the Clerk immediately of any accidents, near misses or environmental incidents such as oil or diesel spillages.

11 Contract Manager

The Contractor shall ensure that during the Contract period a member of the Contractor's management staff is empowered to act on behalf of the Contractor and be available to be contacted by the Clerk at all 'reasonable times' i.e. during office hours. The Contractor will provide an emergency contact list.

12 Liability

The Contractor shall fully indemnify the Council against any expense, liability, loss, claim or proceedings arising in respect of personal injury to any person or damage to any property arising from the performance of the services or any act, neglect or omission of any employee of the Contractor, howsoever such liability may arise.

13 Insurance

The Contractor shall indemnify the Council from any claims for damage to property or persons arising from the performance of the Contract and will be required to produce evidence of Public Liability Insurance to a minimum value of £5 million per claim.

14 Termination of Agreement

This Agreement may be terminated by either the Council or the Contractor having given three months' written notice expiring at any time.

This Agreement may be terminated by the Council immediately if the Contractor:

- i has failed to respond satisfactorily within 14 days to a written notice of default issued by the Clerk or
- ii is the subject of proceedings in voluntary or involuntary bankruptcy or
- iii enters any arrangements or takes any action which could, in the reasonable opinion of the Council affect the good reputation of the Council either directly or indirectly.

15 Assignment and Sub-Contracting

The Contractor may not assign, sub-contract or otherwise transfer this Agreement or any of its rights and/or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Council.

Signed:	
	Authorised signatory of the Council
Name:	Date:

Signed:	
	Authorised signatory of the Contractor
Name:	Date:

SCHEDULE 2

GROUND'S MAINTENANCE SPECIFICATION

1. General Information

The purpose of this specification is to define the standard to be achieved and it should be read in conjunction with Schedule 1 - Services Agreement.

The overall purpose is to provide a clean, tidy and well-maintained area that reflects customer need and good horticultural and environmental practice. All work shall be carried out and timed in such a way as to leave the whole of each site in a well-maintained and tidy condition.

The Officer will be the Parish Clerk.

2. Extent of Work

- a) The Core work will comprise of the cutting of grass during the cutting season of April – November on the areas listed in Appendix A
- b) To also include strimming around, outside furniture, trees, bushes, fences, hedges and all other authorised site fixtures and fittings.
- c) To include grass removal from all footpaths by sweeping or blower
- d) All cuttings may be left from all sites evenly distributed across cut area
- e) Line cutting is to be carried out at the same time as general cutting
- f) Selective weed control will be by separate negotiation if and when required. If and when weed killing chemicals are to be applied where and when agreed they must be applied by certificated staff (if this is to be contracted out – Downley Parish Council need to know who it is contracted out to and see relevant certificates).
- g) The sites are situated throughout Downley Parish and make up ONE contract.
- h) Although a set number of cuts has been set for the contract these may be varied according to seasonal grass growth and by agreement with the Officer.
- i) There is to be no subcontracting without permission from Downley Parish Council.
- j) All problems / issues to be reported to the Downley Parish Clerk as soon as practicable.

3. Workmanship and Equipment

See Appendix B for Grass Cutting Specification

- a) The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.
- b) Contractors will be expected to provide and use their own equipment, pay for their own fuel and to carry adequate Public Liability Insurance for this type of work.
- c) Downley Parish Council will not be liable for any damage or loss to equipment incurred by the contractor during the period of the contract howsoever caused.
- d) The Contractor will be responsible for ensuring value for money, customer care, quality of work and completion within targets defined in the specification.
- e) A regular inspection will be carried out by Downley Parish Council throughout the period of the Contract to ensure the work is completed in accordance with the Specification of Works

APPENDIX A: LIST OF GRASS CUTTING AREAS

- I. Commonside see **Map aa** Zone A two cuts per year. One carried out a short time before *Downley Day* (Late May/early June) , the other at the end of the Summer growing season. 3 cuts if seasonal growth is more profuse than usual (i.e. lots of sun, lots of rain)
Zone A1 ideally only two cuts per year but to be monitored to avoid becoming overgrown
Zone B = Regular cutting every 8 weeks or so – ideally 4 cuts maximum over an 8-month season (March to October). Possibly extra cuts if growth is profuse.
Zones B1 and B2 which make up the front 6 metre strip of Commonside will require an additional 2 cuts beyond the rest of zone B
Commonside should not be mowed lower than 3"/7.5 cm.
- II. Grass verges as per devolved services from Buckinghamshire Council see **Map bb** to be cut a minimum of 18 times per year.
- III. Gosling Grove Green and Jubilee Green see **Map cc** Minimum of 10 cuts per year during period of contract
- IV. Wildflower area see **Map dd** to be cut once per year after the flowers have set seed
- V. Spring Bulb planted areas see **Map ee** only to be mowed after flower have died down
- VI. Annual hedge cutting at the car park at Mannings Field and at the Jubilee Allotments
- VII. Annual path clearance of paths marked DOW on **Map ff**. Please note that paths 58282, 58283, 59714 and 62646 fall outside of this contract and are cleared independently.
- VIII. Allotments to be cut a minimum of 4 times per year, The Community centre to be cut a minimum of 18 times per year, The Community Orchard a minimum of 8 cuts per year , School Close Green to be cut a minimum of 16 times per year with the bund there cut a minimum of 8 times per year. **Map gg**.
- IX. Ford Way green to have a minimum of 10 cuts per year. **Map hh**

APPENDIX B: GRASS CUTTING SPECIFICATION OF WORKS

- a) Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris. Any such items should be disposed of correctly.
- b) The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Parish Clerk immediately of any specific hazards.
- c) 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.
- d) Any damage or areas of grass not cut to the approval of Downley Parish Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of Downley Parish Council.
- e) 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.
- f) 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 Downley Parish Council.
- g) All grass will be cut cleanly and evenly and without damaging the existing surface.
- h) 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 arisings are cleared from all paved areas, paths and public footpaths, etc., by sweeping or using a blower.
- i) Mowing will take place on the full area of grass at the site, up to the paving, fencing obstacles and any other boundaries. The Contractor shall maintain the edged appearance of all grass verges and grass areas throughout the contract period. Grass, vegetation and soil must not be allowed to encroach into pavements, highways or pathways.
- j) Mowing will be carried out as close as possible to fixed obstructions.
- k) Pavements and pathways are to be kept clearly defined throughout the year and shall not become ill defined.
- l) Moveable obstructions can be removed to facilitate cutting, and replaced before the Contractor leaves the site.
- m) Mowing around obstructions including seats, trees, fence lines, posts and kerbs 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 Contractor's rate for each location.
- n) If used, strimmers must not damage any trees, shrubs etc. or permanent or removable fittings.
- o) All persons operating grass cutting machinery must be satisfactorily trained, and Downley Parish 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.

APPENDIX D: HEDGE AND TREE MAINTENANCE SPECIFICATION

Hedge Maintenance

General standards

Hedges may be cut mechanically

- All hedge trimmings shall be raked up and removed by the contractor immediately and must not be left on site overnight.

Frequency of Cutting

- Hedges shall be cut between September and January
- In the event of operatives encountering a hedge which still has birds nesting, the hedge shall be left alone and the Supervising Officer notified.

Weed Control

- Hedges shall be maintained in a weed-free condition at all times. This shall include removal of such things as self-seeded ash, sycamore, elder, bindweed and bramble etc.
- All areas at the base of hedges shall be maintained weed free by either cultural methods or the application of relevant pesticides.

Tree Maintenance

General Maintenance

- Any tree showing signs of reversion shall have the relevant branch removed immediately upon being noticed.
- Once per annum during November, all epicormic growth shall be removed from ground level up to a height of 2 meters from any tree irrespective of size, on any land covered by these contracts.
- Any tree, which is snapped or badly vandalised, shall be reported to the Supervising Officer immediately upon being noticed.

GROUNDS MAINTENANCE: TENDER RESPONSE FORM

Organisation Details	
Full name of organisation tendering	
Registered office address	
Named contact for this contract	
Email	
Phone	
Company or charity registration number	
Date of business formation	
Vat Number	
Number of grounds maintenance employees	
Provide any details which you feel may be relevant, for example, similar contracts in the area of for similar authorities	

	2025/26	2026/27	2027/28
Price to carry out works identified in Schedule 2 (excluding VAT)			

Hourly rate for additional ground maintenance work (excluding VAT)	£ per hour
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Additional Remarks	
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<p>Attach the following:</p> <ul style="list-style-type: none"> a. Two business references obtained in the last 2 years. b. Health and Safety Policy, including risk assessments c. Confirmation of ethical disposal of waste d. Copies of public liability, professional liability, and employer's liability insurance.
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I/We the undersigned agree on the acceptance of this Tender to supply to the Parish Council grounds maintenance services as detailed within the Invitation to Tender, Services Agreement, Grounds Maintenance Specification and Location Plans.

I/We understand that Downley Parish Council are not bound to accept the lowest or any 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	
Position	
Company	
Address	
Email	
Telephone	
Date	