

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

**2017 – 2020
April - March**

Invitation to Tender



GRASS CUTTING CONTRACT

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UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

1. PREAMBLE

Uckfield Town Council is inviting bids for grass cutting services which shall be awarded prior to the start of the grass cutting season in 2017.

The Contract term will be for an initial period of three (3) years with an option to extend the contract for a further two (2) years.

The purpose of tendering these services is to:

1. To achieve the most advantageous cost to the Council for its grass cutting needs, and
2. To improve the overall quality of service to residents.

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

2. INSTRUCTIONS TO TENDER

Please read the following information carefully to ensure that you fully understand the arrangements for tendering, and your attention is also drawn to the 'Terms and Conditions of Contract' which details the documents you will need to return.

2.1. Documents: Apart from the formal agreement between the Council and the successful contractor arising from the Council's written acceptance of the tender, the incorporated documents for the purpose of the contract will comprise:

- (a) These instructions
- (b) Articles of Agreement
- (c) Conditions of Contract
- (d) Specification of Works
- (e) Pricing schedules / Bills of Quantities
- (f) List of equipment
- (g) Form of Tender
- (h) Technical questionnaire
- (i) Bankers reference(s)
- (j) Site references
- (k) Anti collusion Certificate
- (l) Bona Fide Certificate
- (m) Method Statement
- (n) Any clarifications or amendments issued during the tender process

2.2. Tenderers' Obligations: It is the responsibility of Tenderers to obtain for themselves, at their own expense, all information necessary for the preparation of their tenders.

2.3. Accuracy of Information: Bidders should note that whilst every effort has been made to ensure the accuracy of the information contained in these

documents, the Council, reserves the right to amend the Specification contained in the Tender. Bidders should therefore examine the tender documents to ensure that they remain willing and able to complete the required work. Tenderers must satisfy themselves, by their own investigations, about the accuracy of any such information and no responsibility is accepted by the Council for any inaccurate information obtained by Tenderers or for any loss or damage of whatever kind and howsoever caused arising from the use by Tenderers of such information.

2.4. Confidentiality: All information supplied by the Council in connection with this Tender shall be regarded as confidential by the Contractor except that such information may be disclosed for the purposes of obtaining sureties and quotations necessary for the preparation of the Tender.

2.5 Fixed Price: The Tender is accepted on a “Fixed Price” basis and the Contractor will not be entitled to claim and the Council will not allow any increase in the price of the services and/or cost of, or incidental to, the employment of labour, and the prices included in the Tender shall be the maximum payable by the Council.

The contractor's price as submitted in the Pricing Schedules shall be fixed for the first year of the contract. Annual increases shall be calculated for each year after the first year as set out in the Conditions of Contract – Clause 5.19.

2.6. Value Added Tax: The Tender must be based on rates that exclude Value Added Tax. This tax, if applicable, will be paid by the Council as an addition at the appropriate rate on the invoices when submitted.

2.7. Accuracy of Price: Contractors shall ensure that before submitting a tender all arithmetical calculations are checked for accuracy, at the same time ascertaining that forms have been completed and signed and all necessary information supplied.

2.8. Postal Franking: Attention is drawn to the fact that the use of a postal franking machine on the Tender envelope that includes the name or other indication of the Contractor will invalidate the Tender.

2.9. Rejection of Form OF Form of Tender: Any Form of Tender submitted by any Contractor in respect of which the Contractor is considered to have acted contrary to their declaration contained within their “Certificate That The Tender Is Bona Fide”, shall be rejected.

2.10. Variation to Form of Tender: Any variation or alteration to the terms of the Form of Tender, the Conditions, or the Specification, except where such a variation or alteration is expressly invited or permitted in accordance with the terms of all or any of the Form of Tender, the Conditions and the Specification, shall cause the Tender to be rejected.

2.11. Bidder Clarifications: All enquiries should be addressed to Uckfield Town Council by email to christine@uckfieldtc.gov.uk Contact with the Council can only be made in accordance with these instructions.

- 2.12. Council Undertaking:** The Council reserves the right not to award the contract to any contractor. Nor does the Council bind itself to accept the lowest tender.
- 2.13. Contract Start Date:** For guidance the Council requires a start date of 1st April 2017. The contract expiry date shall be 31st March 2020, with an option to extend until 31st March 2022 unless otherwise determined under the terms and conditions of the contract.
- 2.14. Delivery of Documents:** The Documents issued must be completed in full, in accordance with the tender submission checklist supplied, in a plain envelope marked "Private & Confidential" endorsed with the authorised label:

'Tender for the provision of Grounds Cutting Services'

The Assistant Town Clerk (Supervising Officer)
Uckfield Town Council
Civic Centre
Uckfield
East Sussex
TN22 1AE

NOT LATER THAN NOON ON WEDNESDAY 11TH JANUARY 2017

Any tender received after this date and time and not in the manner prescribed will not be considered. Identification of your Organisation on the return envelope is not permitted.

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

3. ARTICLES OF AGREEMENT

THIS AGREEMENT is made the day of
.....20.... between UCKFIELD TOWN COUNCIL of Council
Offices, Civic Centre, Civic Approach, Uckfield, East Sussex. TN22 1AE (“the
Council”) of the one part and
.....(“the Contractor”)
ofthe
other part

WHEREAS

1. The Council wishes to have provided the Service set out in the Contract and
2. The Contractor is willing to perform such Service in accordance with the provisions of the Contract.

NOW IT IS AGREED between the Council and the Contractor as follows:

1. This Contract and the terms contained in it and the documents listed below form the entire agreement between Uckfield Town Council and the Contractor:

- | | |
|-------|---|
| (i) | These instructions |
| (ii) | Articles of Agreement |
| (iii) | Conditions of Contract |
| (iv) | Specification of Works |
| (v) | Pricing schedules / Bills of Quantities |
| (vi) | List of equipment |
| (vii) | Form of Tender |

- (viii) Technical questionnaire
- (ix) Bankers reference(s)
- (x) Site reference(s)
- (xi) Anti collusion Certificate
- (xii) Bona Fide Certificate
- (xiii) Method Statement

2. This Contract constitutes the sole contract or agreement between the Council and the Contractor for the Performance by the Contractor of the Service.
3. The Contractor shall provide the Service in accordance with the provisions of the Contract for the Contract Period and to the satisfaction of the Council.
4. So long as the Contractor shall provide the Service in accordance with the provisions of the Contract the Council shall make to the Contractor the payments provided by the Contract.
5. This instrument or document hereby expresses itself as executed as a deed.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed/have signed this document as a deed the day and year first before written

THE COMMON SEAL of

Uckfield Town Council

was hereunto affixed in the presence of:

[Town Clerk]



THE COMMON SEAL of

Insert contractor name

was hereunto affixed in the presence of:

[Authorised Signatory]





GRASS CUTTING CONTRACT

4. TERMS AND CONDITIONS OF TENDER

- 4.1. Contractors must ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tender is accepted.
- 4.2. It is the contractor's responsibility to obtain, at their own expense, any additional information necessary for the preparation of their Tender. The contractor shall be deemed to have full knowledge of the liability to be incurred by reason of the Tender and shall not, after submission, be entitled to increase any prices on the grounds that an error has been made or withdraw the Tender by reason of not having made enquiries which any prudent contractor would have made prior to responding to the Tender.
- 4.3. The Council will not be responsible for or pay any costs, expenses or losses incurred by any bidder, would be bidder, or bidder who fails to tender, in the preparation and submission of their Tender.
- 4.4. The Council reserve the right to cancel or withdraw from the tender process at any stage; not to award a contract; to require a bidder to clarify their submission in writing and/or to amend the terms and conditions of the tender process.
- 4.5. The Council reserve the right to reject a bid if it is delivered after the closing date and time for return of the tender; if the tender is incomplete or if the bidder cannot satisfy the terms of Regulation 23 of the Public Contracts Regulations 2006 at any stage during the tender process.
- 4.6. Contractors should treat the information within this document as confidential and not disclose the contents to other parties other than for the purpose of developing their bid response.
- 4.7. Please note that the following warning applies in connection with contracts awarded to you by Uckfield Town Council. It is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant or member of a public body.

- 4.8.** The Council reserve the right to reject any proposal submitted by any contractor in respect of which the contractor:
- i. Fixes or adjusts prices and rates shown in its proposal by or in accordance with any agreement or arrangement with any other person or by reference to any other proposal or communicates to any person other than Uckfield Town Council the amount or approximate amount of the prices and rates shown in its proposal except where such disclosure is made in confidence, in order to obtain quotations necessary for the preparation of the proposal or for the purposes of financing or insurance; or*
 - ii. Enters into any agreement with any other person that such person shall refrain from submitting a proposal or shall limit or restrict the prices to be shown by any other contractor in its proposal; or*
 - iii. Offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having cause to be done in relation to any other tender or any other person's proposal any act or omission; or*
 - iv. Indirectly canvasses any member or official of the Council concerning the acceptance of any proposal or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other bidder or proposal submitted by any other bidder shall be rejected provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Councils or any criminal liability, which such conducts by a bidder, may attract.*
- 4.9.** The Contractor should acknowledge that the Council is subject to 'access to information' legislation including the Freedom of Information Act 2000 and Environmental Information Regulations 2004. Contractors should identify any information supplied or held by them in relation to the contract which they regard as confidential or commercially sensitive. Contractors should state the reasons why they consider the information to be confidential or commercially sensitive and exempt from this legislation.
- 4.10.** The Council shall be responsible for determining and making a final decision on whether information is exempt information under the Freedom of Information Act 2000 and Environmental Information Regulations 2004, and for determining what information will be disclosed in response to a request for information in accordance with the legislation. The contractor would not be expected to respond to such requests direct, unless expressly authorised to do so.
- 4.11.** Tenderers shall ensure that they are familiar with the extent and nature of their obligations as outlined in the Contract Documents and shall in any event be deemed to have done so before submitting a Tender.
- 4.12.** All information supplied by the Council in connection with these instructions shall be treated as confidential by the Tenderer, except where such information is disclosed for the purpose of obtaining quotations from proposed sub-contractors and other information required to be submitted with the Form of Tender and then it shall only be used for that specific purpose. The Tenderer acknowledges and agrees that by submitting a bid to the Council it agrees to the terms above.



GRASS CUTTING CONTRACT

APPENDIX A - STANDARD CONDITIONS OF CONTRACT

5.1 Contract Documents

5.1.1 The Contract Documents shall comprise the following documents:

Appendix A	Standard Conditions of Contract
Appendix B	Specification of Works
Appendix C	Schedule of Works
Appendix D	Pried Bills
Appendix E	Site Plans
Appendix F	List of Equipment
Appendix G	Form of Tender
Appendix H	Questionnaire
Appendix I	Bankers Reference
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Appendix K	Anti Collusion Certificate
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Appendix M	Method Statement
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5.2. Variation of Contract Conditions

5.2.1. Without prejudice to any other of the conditions hereof, no omission from, addition to or variation of the Conditions shall be valid or have any effect.

5.3. Contract Period

5.3.1 The Contract shall commence on the 1st April 2017 and shall continue in full force and effect for a period of three years until 31st March 2020 unless and until the Contract shall be earlier terminated.

5.3.2 If the Council shall give to the Contractor notice in writing no later than six calendar months before the expiry of the Contract Period, the Contract will be extended for a period not exceeding two years as from the expiry of the Contract Period on the same terms and conditions as herein contained but excluding this Clause.

5.4. Site Details

5.4.1 The sites are situated throughout Uckfield (see enclosed plans **Appendix E**).

5.4.2 Before tendering the Contractor 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.

5.5 The Supervising Officer

5.5.1 The functions, rights and powers conferred by the Conditions upon the Council shall be exercised by the Supervising Officer. The name of any person authorised by the Supervising Officer to act on his behalf and the duties and extent of such authority will be given by notice in writing to the Contractor.

5.6. Contractor's Obligations

5.6.1 The Contractor will comply with the provisions of the Conditions and the Specification.

5.6.2 During the Contract Period the Contractor shall perform and carry out the Service in a proper and workmanlike manner using all appropriate employees and equipment.

5.6.3 Without prejudice to Clause 5.6.1, the Contractor shall research, identify and notify the Council without delay of the existence of any situation or envisaged development which will in any way affect the Contractor's ability to carry out the Service to the Council during the Contract Period.

5.6.4 The Contractor shall comply with all statutory provisions, legislation, recommendations and requirements affecting the Service either in force now or in the future, and all equipment and persons employed in relation thereto.

5.6.5 The Supervising Officer will arrange contract progress meetings to which the Contractor must attend. During the first six months of the Contract the meetings will be held quarterly and thereafter six monthly. The frequency of such meetings may be increased or decreased at the absolute discretion of the Supervising Officer.

5.7. Council's Obligations

5.7.1 The Council shall comply with all its obligations under the Conditions.

5.7.2 Subject to the Contractor complying with its obligations hereunder the Council will pay to the Contractor all sums of money due pursuant to the terms of the Contract.

5.8 Modification of Services

5.8.1 The Supervising Officer shall be entitled to serve upon the Contractor notice in writing, or in an emergency oral notice to be subsequently confirmed in writing within 24 hours of such oral communication, requiring the Contractor to do all or any of the following and the Contractor shall forthwith carry out all such instructions.

5.8.2 To omit and to cease to perform any part of the Service for such period and in such sites as the Supervising Officer may reasonably determine in connection with the management of the Council's land holdings.

5.8.3 To vary the Programme.

5.8.4 To undertake such other tasks as the Supervising Officer may reasonably require; and

5.8.5 Any modification of the Service under this Clause shall be deemed to form part of the Programme for as long as the modification is in force.

5.8.6 The increase or decrease in the amount payable to the Contractor in respect of any such modification shall be calculated as far as possible in accordance with the price bid for the works in accordance with the Specification.

5.9 Contractor's Employees

5.9.1 The Contractor shall employ sufficient staff to ensure that the Service is provided to the standards set out in the Specification and that every person employed by him/her in and about the provision of the Service will at all times be properly qualified, competent, careful, skilled, honest, experienced, instructed and supervised with regard to the Specification and the Conditions.

5.9.2 The Contractor shall at all times take all such precautions as are necessary to protect the health and safety of all persons employed by him/her and shall comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts, Regulations or Orders pertaining to the health and safety of employed persons.

5.9.3 The Contractor shall ensure that the Council has at all times accurate up to date contact details for the Contractor including telephone numbers.

5.9.4. The Contractor will ensure that every person engaged in performing any part of the Service performs their duties in an orderly manner and in as quiet a manner as may reasonably be practicable and will not cause annoyance or give offence to the public having regard to the nature of the duties being performed by them.

5.9.5. The Contractor must issue all employees with special or protective clothing, equipment and footwear in order to comply with the relevant Health and Safety at Work legislation. Such clothing, equipment and footwear must be maintained in a condition commensurate with affording the protection required by such legislation.

5.9.6. The workmanship must be of the highest standard and shall conform to the specifications.

5.10 Qualifications

5.10.1 The Contractor will not, except as provided herein, be asked to provide documentary evidence of his qualifications.

5.10.2 In the following circumstances the Contractor will provide the Council with evidence of the qualifications of his relevant workforce before the staff concerned are engaged on the activities referred to:-

5.10.3 The operation of specialist equipment that require operators to hold licences or certificates of competence.

5.11 Contract Manager

5.11.1 The Contractor shall appoint a Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract.

5.11.2 The Contractor shall on the Commencement Date give notice in writing to the Supervising Officer of the identity, address and telephone numbers of the persons appointed as Contract Manager and any subsequent appointment must be notified in writing to the Supervising Officer without delay on the day of appointment.

5.11.3 The Contractor shall ensure that the Manager is available and contactable to meet the Supervising Officer or his representative within 48 hours of being so instructed by the Supervising Officer or his representative at any time during which the Service is provided during office hours at any of the Sites within the geographic area covered by the Service.

5.12 Confidentiality of contract

5.12.1 The Contractor shall not without the written consent of the Supervising Officer during the Contract Period or at any time thereafter make use of for its own purposes outside of the provision of the Service or disclose to any person (except as may be required by law), the Contract Documents or any information contained or referred to therein or in any material provided to the Contractor by the Council pursuant to the Contract or any other information whatsoever that comes to the knowledge of the Contractor either before or during the Contract or prepared by the Contractor pursuant to the Contract, all of which information shall be deemed to be of a confidential nature.

- 5.12.2 The Contractor shall not and shall ensure that its employees do not divulge to any third party any confidential information.
- 5.12.3 The Council shall not without the written consent of the Contractor divulge any information (other than required by law to do so) to any third party relating to the terms of the Contract.

5.13 Default in Performance of Service

- 5.13.1 At any time after four weeks from the Commencement Date:
- a. The Supervising Officer may investigate each case where the Contractor has failed to perform the Service in accordance with the provisions of the Contract.
 - b. Where the Supervising Officer is satisfied that in any particular case the Contractor has failed to perform the Service in accordance with the provisions of the Contract he/she shall be entitled to instruct the Contractor to remedy the failure within such reasonable period as the Supervising Officer may determine but in any event a period not exceeding one week.
 - c. If the Contractor fails to comply with an instruction of the Supervising Officer issued under (b) above the Supervising Officer shall be entitled to record in writing a Default Notice, which shall be sent to the Contractor. In this event, the Supervising Officer shall be entitled to make separate arrangements to satisfactorily complete the work in default and deduct the costs of such work from monies due to the Contractor.
 - d. An additional deduction shall be made to compensate the Council for any additional administration costs incurred in making such alternative arrangements.
 - e. The deductions shall be made by the Supervising Officer from the accounts referred to in the Conditions in respect of the Default Notices.

5.14 Programme of Works

- 5.14.1 The Contractor shall submit a Programme at least 4 weeks prior to the Commencement Date to the Supervising Officer for approval detailing labour, vehicles, equipment, management structure, supervisory systems, and work schedules, together with the sequence and frequency of operations necessary to provide the Service that complies with the Conditions and Specification.
- 5.14.2 The Contractor may only alter the Programme with the consent of the Supervising Officer which will not be unreasonably withheld insofar as it does not prejudice any of the Conditions. The Contractor must give the Supervising Officer at least one week's notice in writing of the nature and planned implementation date and period of effectiveness relevant to any proposed alterations in the Programme.

5.15 Working Hours

- 5.15.1 The Contractor, except where requested by the Supervising Officer or expressly stated in the specification, shall only undertake work on Sites during Working Hours 8.00am – 8.00pm.
- 5.15.2 Weekend Working - where task frequencies or the Specification require work to be undertaken at weekends, then such work should form part of the Programme and the price.

5.16 Equipment

- 5.16.1 The Contractor shall at all times during the Contract Period provide and maintain at his expense all such equipment as is necessary for the proper performance of the Service.
- 5.16.2 The Contractor shall at all times be fully responsible for licensing equipment and for the payment of all licensing fees, taxes and insurances required in connection with or arising out of the possession or use of all equipment employed in the performance of the Service.
- 5.16.3 The Contractor shall at his own expense keep all equipment employed in the performance of the Service at all times in good serviceable repair and in such conditions as to ensure the proper performance by the Contractor of his obligations under the Contract and shall maintain the exterior condition and appearance of the equipment used to a standard which will not detract from the Council's image or reputation.

5.17 Equipment Operation

- 5.17.1 The operation of Equipment must be carried out in a proper and workmanlike manner and avoid causing unreasonable obstruction or annoyance to the public or other Council operations and be in keeping with safe working practices pursuant to Clause 5.6.4. This Clause also applies to the parking and maintenance of Equipment.
- 5.17.2 The Contractor will ensure that the operation of Equipment will not cause damage to or loss to the Council or any other person and shall save and indemnify the Council against such loss.

5.18 Payments

5.18.1 Monthly Payment

Subject to the terms of the Conditions, the Council shall be obliged to pay to the Contractor a monthly sum equal to the value of work completed each month calculated from the pricing document, plus any Schedule of Rate items or variations as agreed.

- 5.18.2 At any time following the end of each month the Contractor shall submit to the Council an itemised invoice detailing the Services carried out and a

related breakdown of charges in accordance with the Contractor's Pricing Bills.

5.18.3 Payment of Invoices

Subject to the provisions of clause 5.18.1 the Council shall pay the amount of any invoice submitted by the Contractor within 30 days of the date on which the Council receives the invoice.

5.18.4 Incorrect Amount Claimed:

If the Council believes that the amount claimed by the Contractor pursuant to clause 5.18.1. in respect of any Payment is greater than that to which the Contractor is entitled under this Agreement, the Council:

(i) shall notify the Contractor in writing within 15 Working Days of receipt of the documents referred to in clause 5.18.1. of the amount (insofar as at the time of such notice the Council is reasonably able to quantify it) by which the Council believes the Contractor to have exaggerated the claim, and shall at the same time submit to the Contractor such supporting evidence as the Council may have available to it at that time to substantiate a lower amount being due; and

(ii) shall be entitled at its sole discretion to withhold from any payment due pursuant to clause 5.18.1. such amount as in the reasonable opinion of the Council is appropriate to reflect the amount by which the Council believes the claim to have been exaggerated.

5.19 Pricing Document and Schedule of Rates Review

5.19.1 For the second and subsequent years of the Contract, the prices in the pricing document may be increased on the review date by a percentage equivalent if the annual percentage rises in the Consumer Prices Index for the 12 Months immediately preceding the Review Date. This shall be notified in writing by the Supervising Officer by 1st April each year. The Contractor will submit a revised Pricing Document for each subsequent year of the Contract.

5.20 Waste Disposal

5.20.1 The Contractor shall at his own cost make arrangements for the disposal of waste products arising from the provision of Service at facilities licensed by the relevant Waste Disposal Authority. The Contractor will be responsible directly to the Waste Disposal Authority concerning all matters over which that Authority holds statutory powers. The Contractor will be responsible for negotiating making and maintaining suitable arrangements with and making payments to the relevant operators of licensed waste disposal facilities such as not to prejudice the provision of the Service to the Council and no additional payment shall be made.

5.21 Gratuities

- 5.21.1 The Contractor shall not, whether by him/herself or by any person employed by him/her to perform the Service, solicit or accept any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Service other than bona fide charges approved by the Council.

5.22 Indemnity and Insurance

- 5.22.1 The Contractor shall indemnify and keep indemnified the Council against all costs to any person or property whatsoever and whatsoever which may arise out of or be in consequence of the provision of the Service and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof and in relation thereto.
- 5.22.2 The Contractor shall indemnify and keep indemnified the Council in respect of any damage to the physical property of the Council caused by its negligence in the performance of the Services .
- 5.22.3 The Contractor shall at all times maintain and shall procure that any sub-contractor shall maintain in force such policies of insurance with reputable insurers or underwriters approved by the Council and shall fully insure against such risks as the Council in its absolute discretion may require and indemnify the Council against any damage loss or injury which may occur to any property or to any person by or arising out of or in connection with the provision of the Service in the minimum sum of Ten million pounds (£10,000,000) for any one claim for property damage, unlimited for personal injury. In addition the Contractor must take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (which at the date of this Contract is £10 million).
- 5.22.4 The Contractor shall notify the Supervising Officer in writing as soon as possible and in any event within 48 hours of any claim, demand or proceedings, and arising out of or in connection with the provision of the Service, shall supply such particulars or details thereof as the Supervising Officer shall reasonably require.
- 5.22.5 The Contractor shall, prior to the Commencement Date and thereafter on the relevant renewal dates pertaining to and at such other times as the Supervising Officer may require, supply the Supervising Officer with copies of all insurance policies, cover notes, premium receipts and other documents necessary to satisfy the Supervising Officer that he is complying with Clause 5.22.1 and 5.22.3.
- 5.22.6 Without prejudice to Clause 5.22.1 and 5.22.3, the Supervising Officer shall be entitled to notify the Contractor in writing that in the opinion of the Supervising Officer any such policy of insurance does not provide sufficient cover to comply with the Conditions and to require the Contractor to effect such insurances as will so comply. Upon receipt of such notice, the Contractor shall forthwith procure and effect such insurance as the Supervising Officer shall require and in default the Supervising Officer may

suspend the provision of the Service by the Contractor without recompense and will arrange for the work to be carried out by others and will claim the cost of the work from the Contractor plus 20% of the total cost of the work to cover administration costs incurred by the Council, and may deduct such costs and charges from any payments due to the Contractor. The provision of the Service by the Contractor will be reinstated on such a date as the Supervising Officer directs when the Contractor supplies copies of relevant insurance policies which meet with the approval of the Supervising Officer. This clause does not prejudice the fact that failure by the Contractor to provide copies of insurance policies as herein required will represent a breach of contract.

5.23 Security

- 5.23.1 The Contractor shall be responsible for the safekeeping of any keys, passes and other means of access provided to the Contractor by the Supervising Officer and shall only permit such keys, passes and other means of access to be given to those of the Contractor's employees. The Contractor shall immediately inform the Council of the loss of any keys and other means of access and shall reimburse to the Council any cost of replacement and/or any reasonable security measures implemented as a result of such loss.

5.24 Termination of contract

- 5.24.1 The Council shall be entitled to terminate the Contract at its sole discretion and to recover from the Contractor the amount of any loss resulting from such actions **if:**

- (i) The Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Council.

OR

- (ii) The like acts (referred to in 5.24.1. (i) shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor).

OR

- (iii) In relation to any contract with the Council the Contractor or person employed by him / her or acting on his behalf shall have committed any offence under the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

5.24.2 If the Contractor:

- (i) commits a serious breach of any of its obligations under the Contract or persistently fails to comply with the requirements of the Contract and this adversely affects the Council and or its image or reputation;
- (ii) becomes bankrupt or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for a voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
- (iii) has an application made under the Insolvency Act 1986 to the Court for the appointment of an Administrative Receiver;
- (iv) has a provisional Liquidator, Receiver or Manager of its business or undertaking duly appointed;
- (v) has an Administrative Receiver as defined in the Insolvency Act 1986, appointed;
- (vi) ceases to trade or has any distress levied on any of its assets;
- (ix) the Contractor fails to comply with a rectification notice issued pursuant to the paragraph below,

then in any such circumstances the Council may either by notice require the Contractor to remedy such breach within a reasonable period or, without prejudice to any accrued rights or remedies under the Contract, terminate the Contract by notice in writing having immediate effect and the Council shall be entitled to recover from the Contractor the full amount of all resulting losses sustained without prejudice to the matters as set out in Clause 5.24.3.

5.24.3 Upon the termination of the Contract the Council shall:

- (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 Contract shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
- (ii) be entitled to repossess any of its materials, clothing, Equipment and Materials or other goods, loaned or hired to the Contractor and to exercise a lien over any of the Materials, clothing, Equipment, vehicles or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Council;
- (iii) be entitled to employ and pay other persons to provide and complete the provisions of the Service or any part thereof and to use without any charge or liability all such Contractor's Materials, clothing, Equipment, or other goods for the purposes thereof;

- (iv) be entitled to deduct from any sum or sums which would but for Clause 5.24.3 (i) have been due from the Council to the Contractor under this Contract or any other contract or be entitled to recover the same from the Contractor as a debt, any loss or damage to the Council resulting from or arising out of the termination of the Contract. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Service or any part thereof.

5.25 Recovery of Sums Due to the Council

- 5.25.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or any other contract with the Council.

5.26 Waiver

- 5.26.1 Failure by the Council at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

5.27 Inspections

- 5.27.1 The Supervising Officer reserves the right to carry out ad hoc inspections to monitor quality of performance from time to time in addition to any weekly performance monitoring.

5.28 Performance Monitoring

- 5.28.1 The Contractor shall submit a monthly return recording the work undertaken against the Programme of Works.
- 5.28.2 The Supervising Officer reserves the right to monitor the monthly report and dispute its contents.

5.29 Complaints

- 5.29.1 Each party shall notify the other of any complaint received by it as soon as reasonably practicable but in any event before 1200 hours on the next Working Day.
- 5.29.2 Any complaint shall be dealt with in accordance with the Council's Complaints Procedure (current at the time of the complaint) (a copy of which the Contractor acknowledges it is entitled to receive and for the purposes of this Agreement shall be deemed to have received).
- 5.29.3 The parties will co-operate and comply with the provisions and outcome of the Complaints Procedure.

5.29.4 The Contractor shall keep a written record of all complaints received by or referred to him/her direct from any source and of the action taken by him/her in relation to that complaint. These records shall be kept available for 12 months for inspection by the Supervising Officer at all reasonable times.

5.29.5 The Contractor will deal with any complaint that he receives in a prompt, courteous and efficient manner.

5.30 Legal Fees

5.30.1 Each party shall bear its own legal and other fees in relation to preparation and submission of the tender documents and this Contract.

5.31 Warranties

5.31.1 The Contractor warrants and represents to and undertakes with the Council that:

- (i) It has full power and authority to enter into the Contract.
- (ii) It is of sound financial standing and has sufficient working capital available to carry out the Services for the entire duration of the Contract Period.
- (iii) It is fully satisfied as to the accuracy and sufficiency of the rates and prices stated in the Schedule of Rates and Contract Pricing Document and has obtained for him / herself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect his tender.
- (iv) It shall at all times during the Contract Period employ and have available sufficient persons of suitable abilities and skills for the proper performance of the Service and have access to sufficient reserves in order to cover for sickness, holidays and any other matter that may influence the availability of labour.

5.31.2 The Contractor warrants that all information which has been given by him / her to the Council in the Form of Tender and accompanying documents in the Application, and in any discussions and correspondence prior to the date hereof is correct. The Council confirms that it has relied on the accuracy of all such information in awarding the Contract to the Contractor. In the event that any such information is found to be incorrect to a material extent, then in such circumstances the Council may, without prejudice to any other rights it may have under the Contract generally, terminate the Contract by notice in writing on such notice as the Council may determine.

5.32 Force Majeure

5.32.1 In case of the further performance of this Contract being rendered impossible for the continuous period of not less than sixty days by any cause beyond the reasonable control of the parties including but not limited

to war (whether declared or not) rebellion, riot, insurrection, national or international emergency, export or import restrictions, fire, flooding, explosion, damage or loss due to natural causes, labour strikes or disturbances, mobilisations or extended military activity, seizure, requisitions, restrictions in foreign exchange, restrictions or shortage of labour, equipment, or supplies or any order by a local, national or international authority or any introduction or ancillary or supplementary order or other enactments the Council shall be entitled (but shall not be obliged) to terminate this Contract and the Contractor shall not be entitled to any compensation or damages whatsoever.

5.33 Discrimination

5.33.1 The Contractor shall not, and shall take all reasonable steps to secure that all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of this Agreement do not, unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof in relation to discrimination in employment, or any future Legal Requirement which concerns discrimination in employment.

5.34 Health and Safety and Other Legal Requirements

5.34.1 Contractor Responsibility

The Contractor shall be responsible for the observance by itself, its staff and sub-contractors of all Legal Requirements relating to health and safety for all aspects of the provision of the Services, and shall take on all precautions necessary for the protection of itself, its staff, sub-contractors and any other persons invited onto or visiting the sites, or affected by the work being carried out on the sites.

5.34.2 Accidents

The Contractor shall immediately report to the Council any accidents to the Contractor's or sub-contractors' employees or agents which ordinarily require reporting in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

5.35 Option to Extend

5.35.1 At any time before 1 October 2019 the Council may require the Contractor to continue to provide the Service for a further term of two years commencing on 1 April 2020.

5.35.2 The Contractor shall continue to provide the Service on the terms of the Contract (except for this option to extend) for the term(s) specified.

5.36 Conflicts of Interest

5.36.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employee, servant, agent, supplier or sub-contractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the prejudicial or personal interests of the

Contractor or such persons and the duties owed to the Council under the provisions of the Contract. The Contractor will disclose to the Council full particulars of any such conflict of interest that may arise.

- 5.36.2 The provisions of this clause shall apply during the continuance of the Contract and for a period of two (2) years after its termination.



GRASS CUTTING CONTRACT

APPENDIX B - SPECIFICATION OF WORKS

6.1 Extent of Work

6.1.1 Generally, the work will comprise of the cutting of grass, to include strimming around outside furniture, trees, bushes, fences, hedges and all other authorised site fixtures and fittings. To include grass removal from all footpaths.

6.2 Site Details

6.2.1 The sites are situated throughout (see enclosed plans at **Appendix E**).

6.2.2 Before tendering the Contractor 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.

6.3 Workmanship and Equipment

6.3.1 The workmanship must be of the highest standard and shall conform to the specification and all relevant British Standards, Specifications and Codes of Practice.

6.4 Additional Erection/Installation

6.4.1 The Council retains the right to add additional outside fixtures and fittings during the period of the Contract and no application from the Contractor to adjust the Contract price will be considered.

6.5 Method Statement

- 6.5.1 The Tenderer will submit a full method statement detailing how they will manage and perform the contract including arrangements for supervision and quality control as well as welfare provisions for its employees.

6.6 Notes to Contractors

- 6.6.1 The Council reserves the right to add or delete any areas from the Tender Document before the Contract is awarded.

- a) Attention is drawn to the Form of Tender and Conditions of Contract. 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 Priced Bills are to be the full inclusive value of the work described, including all preliminaries, profit, costs and expenses, and all general risks, liabilities and obligations.
- c) A price shall be inserted against each item of the Schedule of Rates.
- d) No alteration to the text of the Schedule of Rates 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) Where patches of daffodil bulbs are planted, care must be taken to avoid them during the growing and flowering season. Grass cutting of these patches will only commence six weeks after flowers have died back. Details will be provided to the successful Contractor.
- f) A regular inspection will be carried out by a member of the Council's staff throughout the period of the Contract to ensure the work is completed in accordance with the Specification of Works. Such inspections may be used to verify monthly accounts.
- g) A schedule of the works completed, (such as a tick sheet with comments), will be submitted monthly by the Contractor.
- h) Contractors are asked to contact the Supervising Officer on Telephone number 01825 762774 if any clarification is required prior to a tender being submitted as mentioned on Page 5, 2.11.

6.7 GRASS CUTTING

General

- 6.7.1 (i) Prior to cutting any area, the Contractor will remove all significantly large stones, as well as any paper, tins, bottles and other debris. All such material will be removed to a suitable licensed waste disposal site at the Contractors expense. If the amount to be removed is considered excessive by the Contractor, he will immediately inform the Council, who will consider each site on its individual merit and may agree to extra payments in exceptional circumstances.
- (ii) 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 specific hazards.
- 6.7.2 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.
- 6.7.3 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, (safety boots, reflective clothing and PPE e.g. ear defenders and face shields etc.), and will ensure that staff use these at all times they are engaged in work on the Council's sites.
- 6.7.4 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.
- 6.7.5 All grass will be cut cleanly and evenly and without damaging the existing surface.
- 6.7.6 Before commencement of the Contract, the Contractor will notify the Council of the machines they propose to use on each site by completing the appropriate list in Appendix F and submitting it as part of their tender. During the Contract any proposed changes will be submitted to the Council, in writing for prior approval. The Contractor will also list the facilities he has available for maintaining the machinery in good, clean and safe working order.
- 6.7.7 (i) The Contractor will follow and keep to an approved system of cut to ensure that all areas are cut on a rota basis, (e.g., open spaces, parks, recreation grounds, cemetery, etc.). These rotas must be approved by the Council, before work commences. All deviations from the previously agreed rotas, requested in writing by the Contractor, must be approved by the Council, in writing, in advance.

(ii) For each site scheduled to be cut on 26 occasions per year (Weekly) the following programme will be carried out:-

Cut No. 1 This will be undertaken between the 1st and 10th of April.

Cut No. 2 This will be undertaken after a period of two weeks from the first cut.

Cut No. 3 This will be undertaken after a period of one week from the second cut.

Cut Nos.4 to 24

These will be undertaken at regular weekly visits to the sites.

Cut No. 25 This will be undertaken two weeks after the twenty-fourth cut.

Cut No. 26 This will be undertaken two weeks after the twenty-fifth cut.

(iii) For each site scheduled to be cut on 13 occasions per year (Fortnightly) the following programme will be carried out:-

Cut No. 1 This will be undertaken between 1st and 10th of April

Cut Nos. 2 through to 13 will be carried out at two week intervals from the 1st cut subject to the Council notifying the contractor of any amendment to this.

(iv) For each site scheduled to be cut on 7 (seven) occasions per year (Monthly) the following programme will be carried out:-

Cut No. 1 This will be undertaken between 1st April and 21st April

Cut Nos. 2 through to 7 will be carried out not less than 4 (four) weeks after the previous cut and not more than 5 weeks after the previous cut subject to the Council notifying the contractor of any amendment to this.

6.7.8 The Contractor will complete one area of grass cutting before moving onto the next. Immediately after cutting a scheduled area, the Contractor will ensure that all grass clippings and other arisings are cleared from all mowing margins, channels, hard and paved areas, memorial stones, paths and public highways, etc., in a manner approved by the Council.

6.7.9 Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.

6.7.10 Since it is not possible to predict accurately the precise number of mowings which may be required on any site in any one year, the Schedule of Works

includes a given number of mowings, but the Contractor will be paid on a pro-rata basis for more or less than this number, dependent upon the prevailing weather conditions through the growing season. Council have right to suspend mowing in dry or wet conditions and increase frequency in periods of rapid growth.

- 6.7.11 Mowing will take place on the full area of grass at the site, up to the paving, fencing obstacles and any other boundaries.
- 6.7.12 Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense.
- 6.7.13 During periods when ground conditions are so wet as to prevent grass cutting occurring without causing damage to the surface or levels of the ground, or producing divots, the Contractor will cease grass cutting operations, notifying the Council immediately of their actions. The Contractor will ensure that all areas will subsequently be brought up to the required standard within 5 working days of being informed that cutting may commence. The Contractor will provide sufficient staffing and machinery to "catch up" if there is a substantial amount of mowing time lost through bad weather.
- 6.7.14 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 forthwith to the satisfaction of the Council.
- 6.7.15 Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions will be removed to facilitate cutting, and replaced before the Contractor leaves the site.
- 6.7.16
 - (i) Mowing around obstructions including seats, trees, fence lines, posts, memorial stones and kerbs in the cemetery 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.
 - (ii) Particular attention will be paid at each mowing visit to ensure that tree bases are clean, tidy and weed free. Cutting of grass and other vegetation around the bases of trees must be done so that no tree is damaged, i.e. bark ringed fully or partially. The Contractor will have, therefore, included this associated work in his rates.
 - (iii) The Contractor will be aware that should his methods of cutting be unsuccessful in preventing damage to trees, there will be no additional payments made to cover the cost of changes required to his maintenance methods. Contractor to replace damaged or dead trees as a result of mowing/trimming operations.
 - (iv) The rate quoted in the tender will include a sum for the necessary staffing and equipment to ensure that the cemetery is clear of fallen

leaves by December 21st. In the event of a late leaf fall, the Council will agree an extension of time.

- (v) Special attention must be given to the following:-
 - a) Footpaths, steps and entrances, which are to be kept in a safe condition and free of leaves or leaf debris.
 - b) Areas where leaves will not move freely such as between memorials, kerbing and fencing.
- (v) Leaves are to be taken away from site and disposed of, or as instructed by the Contracts Manager.

6.7.17 The timing of all grass cutting operations will be such that the cutting precedes the marking of any sports facility where the markings could be disturbed by the passage of the machinery used. If this element is neglected and grass cutting affects newly marked out sports lines, the Contractor will re-mark the sports facility to the required standard at their own expense before approval of payment from the Council.

6.7.18 In conditions of drought, the Contractor will ask the Council to stipulate the height of cut required on each site. The Council reserves the right to suspend grass cutting in conditions of drought.



GRASS CUTTING CONTRACT

APPENDIX C - SCHEDULE OF WORKS

1.0 **PUBLIC OPEN SPACES**

(Plan identification - bold red perimeter)

Unless otherwise stated all grass is to be cut to a maximum height of 20mm

1.1. **Luxford Field**

Weekly:

- (i) the whole area bounded by hedges/fencing excluding the Play Area.

1.2. **West Park Playing Field**

Weekly:

- (i) the whole area bounded by hedges/fencing, excluding the rough area to the north-east of the pavilion and the western side of the football pitches from the pavilion to the tractor access by the allotments and the Play Area.
- (ii) football pitch to be cut to a minimum of 20mm and carried out no later than Thursday p.m. (for weekend sports activities) weather permitting.

1.3. **Victoria Pleasure Ground**

Weekly:

- (i) cricket outfield, excluding bank, to be cut to a minimum of 15mm and carried out no later than Thursday p.m. (for weekend sports activities) weather permitting.

- (ii) football pitch only to be cut to a minimum of 20mm and carried out no later than Thursday p.m. (for weekend sports activities) weather permitting.

Exclude the Play Area.

1.4. Ridgewood Recreation Ground

Weekly:

- (i) recreation ground only excluding the Play Area and wild areas.

1.5. Rocks Park Bank

Fortnightly:

- (i) the whole area adjacent to Streatfield Road, inclusive of the small triangle to the side of the footpaths.

1.6. Rocks Park Flats

Fortnightly:

- (i) the whole area bounded by hedges/fences and footpaths, opposite the school in Lashbrooks Road.

1.7. New Barn Farm

Weekly:

- (i) football pitch to be cut to a minimum of 20mm and carried out no later than Thursday p.m. (for weekend sports activities) weather permitting.
- (ii) strip from Victoria Pleasure Ground (school side) to the Shepherds Gate estate to be cut to a minimum of 20mm including banks surrounding the football pitch.

1.8. Hempstead Lane

Fortnightly:

- (i) recreation ground only, from zip wire down, excluding Play Area and all equipment.

1.9. Hempstead Fields

Fortnightly:

- (i) scattered areas either side of main footpaths.

1.10 Browns Lane Rockery

Fortnightly:

- (i) area adjacent to Browns Lane and up to footpaths.

1.11 Harlands Farm playing field

Weekly:

- (i) football pitch only to be cut to a minimum of 20mm and carried out no later than Thursday p.m. (for weekend sports activities) weather permitting.

1.12 Pond area including surrounding field

Fortnightly:

- (i) all areas up to boundary fences and roads, excluding the wild flower areas.

1.13 Stretch of land from Mallard Drive leading to pond area

Fortnightly:

- (i) area up to boundary fences and ditch adjacent to woodland.

2.0 GENERAL SITES

(Plan identification - bold red perimeter)

2.1 Hunters Way

Monthly:

- (i) grassed area either side of Hunters Way. This area is to be maintained to a height of 300mm throughout the season.

2.2 The Earth Bund - Bell Farm Road (Daffodils)

Once Yearly: (approximately late September)

- (i) in consultation with the Supervising Officer.

3.0 UCKFIELD CEMETERY, SNATTS ROAD

(Plan identification - bold red perimeter)

Special care and attention to this area is required at all times, especially in relation to memorials. Under **NO** circumstances is work to continue when a burial is in progress. To include areas both sides of Snatts Road.

3.1 Fortnightly:

Rotary mowing and strimming to all areas, including around graves. Excluding the large areas on the north-west side of the cemetery where gang mowers may be used. An area within the chapel side of the cemetery is designated a conservation/wild area, therefore grass cutting will cease between 1st May and 1st August (all grass from this area is to be removed by the Contractor). All paths are to be cleared of grass. This does not include woodland areas or the Garden of Remembrances.

3.2 Annually:

All leaves and fallen twigs etc. are to be removed from site during the autumn season and disposed of.

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

APPENDIX D - PRICED BILLS

Item	Location	Year 1 £	Year 2 £	Year 3 £
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Item 1 – PUBLIC OPEN SPACES – Grass cutting and strimming

1.1.	Luxford Field	Weekly			
1.2.	West Park Playing Field	Weekly			
1.3.	Victoria Pleasure Ground	Weekly			
1.4.	Ridgewood Recreation Ground	Weekly			
1.5.	Rocks Park Bank	Fortnightly			
1.6.	Rocks Park Flats	Fortnightly			
1.7.	New Barn Farm	Weekly			
1.8.	Hempstead Lane	Fortnightly			
1.9.	Hempstead Field	Fortnightly			
1.10.	Browns Lane Rockery	Fortnightly			
1.11.	Harlands Farm Playing Field	Weekly			
1.12.	Pond Area including surrounding field	Fortnightly			
1.13.	Stretch of land from Mallard Drive leading to pond area	Fortnightly			
		Total sheet 1	£	£	£

PRICED BILLS (Continued)

Item 2 – GENERAL SITES – Grass cutting and strimming

Item	Location		Year 1 £	Year 2 £	Year 3 £
2.1.	Hunters Way	Monthly			
2.2.	The Earth Bund, Bell Farm Road	Once Yearly			

Item 3 – UCKFIELD CEMETERY, SNATTS ROAD – Grass cutting, strimming and leaf clearance etc.

3.1.	All large grassed areas	Fortnightly			
3.2.	Leaves, fallen twigs etc.	Annually			
		Total sheet 2	£	£	£

TOTAL COST FOR YEAR = Sheet 1 & 2			£	£	£
--	--	--	----------	----------	----------

I/We agree to complete the work in accordance with the Invitation to Tender, Specification of Works, Schedule of Works and location plans.

Signature: Date:

Position:

Company Name: Telephone No.....

Address:

.....



GRASS CUTTING CONTRACT

APPENDIX E - SITE PLANS

- 1.1. Luxford Field
- 1.2. West Park Playing Field
- 1.3. Victoria Pleasure Ground
- 1.4. Ridgewood Recreation Ground
- 1.5. Rocks Park Bank
- 1.6. Rocks Park Flats
- 1.7. New Barn Farm
- 1.8. Hempstead Lane
- 1.9. Hempstead Field
- 1.10. Browns Lane Rockery
- 1.11. Harlands Farm Playing Field
- 1.12. Pond Area including surrounding field
- 1.13. Stretch of land from Mallard Drive leading to pond area

- 2.1. Hunters Way
- 2.2. The Earth Bund, Bell Farm Road

- 3.1. Cemetery – All large grassed areas
- 3.2. Leaves, fallen twigs etc.

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

APPENDIX F – LIST OF EQUIPMENT

Football Pitches	
Cricket Outfield	
Parks Recreation Grounds Open Spaces	
Recreation ground - Play areas	
Rough Cut	
Cemetery	

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

APPENDIX G - FORM OF TENDER

To: Uckfield Town Council

I/We, the undersigned hereby offer to carry out the whole of the works required to be done in the execution of the above mentioned works including the provision of all materials, tools and plant implements and labour in accordance with the Specification of Works and Schedule of Works, for the sum of:-

.....

I/We hereby offer to execute, where so required, a Contract under seal for the due performance of the above mentioned Works in a form prepared by **Uckfield Town Council** subject to the terms and conditions contained in the Contract Documents.

I/We agree to the above Tender price being valid until the first day of

.....

I/We understand that **Uckfield Town 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.

Yours faithfully,

------(Signed)

------(Name)

duly authorised to sign for and on behalf of

----- (Company)

In the capacity of

----- (Position)

Address of Company

Witness (Name) _____

Signature _____

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

APPENDIX H - TECHNICAL QUESTIONNAIRE

Details relating to Prospective Tenderer

1. Name:
2. Address:
.....
3. Telephone number:
4. Email address:.....
5. Website:.....
6. Contact Name and Position in Company:
7. Nature of Business:
8. If the Business is a Company:
Is it a Subsidiary of another Company?
If yes, please give details:
Please give the names and addresses of the Company's Directors
.....
.....
9. Date of Business formation:
10. Please give details of work carried out for public sector clients, local government, NHS and other public bodies:

.....
.....

11. Please state number of employees:

12. Name and Address of Bankers:

.....
.....

Please complete the attached Authority to seek a Banker's reference. It may not be used at this stage but will save time at the Contract Award stage.

13. Please state your policy on the use of sub-contractors:

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

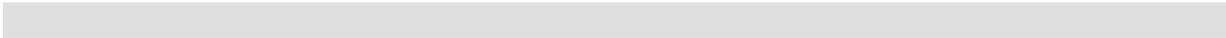
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.....

Signed:

Position:

Designation:

Date:.....





GRASS CUTTING CONTRACT

APPENDIX I - BANKERS REFERENCE

UCKFIELD TOWN COUNCIL

AUTHORITY TO OBTAIN BANKERS REFERENCE

Permission is hereby given to the Town Clerk of Uckfield Town Council to obtain a banker's reference relating the following organisation:

Contractor's Name:

Address:

Contractor's Bank:

Address:

Signed:

Position:

Designation:

Date:



GRASS CUTTING CONTRACT

APPENDIX J - SITE REFERENCES

Provide details of two organisations that you currently provide grounds maintenance services for, of which should be for contracts of at least a similar size and type as this Contract. It will be the Council's intention to contact each referee.

Reference 1

Organisation:

Contact details for Organisation:

Name

Contact details

Details of Services provided:

Approximate value of contract:

Reference 2

Organisation:

Contact details for Organisation:

- Name
- Contact details

Details of Services provided:

Approximate value of contract:

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

APPENDIX L - CERTIFICATE THAT THE TENDER IS BONA FIDE

In recognition of the principle that the essence of competitive tendering is that the Council shall receive bona fide competitive tenders from all those tendering **WE CERTIFY THAT:**

1. The Tender submitted herewith is a bona fide tender, intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - (a) communicate to any other person other than the person calling for these tenders the amount or approximate amount of the proposed Tender (except where disclosure, in confidence, of the approximate amount of the Tender is essential to obtain insurance premium quotations required for the preparation of the Tender);
 - (b) enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; and
 - (c) offer or pay or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above.

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

APPENDIX M – METHOD STATEMENT

The contractor must submit below full details as to how the contract will be performed in accordance with clause 6.5.1 of the Specification.
(Continue on separate sheet if needed).

UCKFIELD TOWN COUNCIL



GRASS CUTTING CONTRACT

APPENDIX N – TENDER CHECKLIST

Document	Submitted
Preamble	Yes / No
Instructions to Tender	Yes / No
Articles of Agreement	Yes / No
Terms and Conditions of Tender	Yes / No
Appendix A Standard Conditions of contract	Yes / No
Appendix B Specification of Works	Yes / No
Appendix C Schedule of Works	Yes / No
Appendix D Priced Bills	Yes / No
Appendix E Site Plans	Yes / No
Appendix F List of Equipment	Yes / No
Appendix G Form of Tender	Yes / No
Appendix H Technical Questionnaire	Yes / No
Appendix I Bankers Reference	Yes / No
Appendix J Site References	Yes / No
Appendix K Anti-collusion Certificate	Yes / No
Appendix L Certificate Bona Fide	Yes / No
Appendix M Method Statement	Yes / No
Appendix N Tender Checklist	Yes / No