



Kingston Bagpuize with Southmoor Parish Council  
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# **GRASS CUTTING CONTRACT 2021, 2022, 2023**

KINGSTON BAGPUIZE WITH SOUTHMOOR PARISH COUNCIL

Clerk to Parish Council

KBS Parish Council

The Village Hall

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Southmoor

OX13 5BY

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# **KINGSTON BAGPUIZE WITH SOUTHMOOR PARISH COUNCIL GRASS CUTTING CONTRACT**

## **CONTENTS**

### **1. Invitation to Tender**

### **2. Appendices**

Appendix A Standard Conditions of Contract

Appendix B Specification of Works

Appendix C Schedule of Works

Appendix D Site maps

Appendix E Form of Tender

Appendix F Questionnaire

## **KINGSTON BAGPUIZE WITH SOUTHMOOR PARISH COUNCIL GRASS CUTTING CONTRACT**

### **INVITATION TO TENDER**

1. Kingston Bagpuize with Southmoor Parish 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:-

Appendix A Standard Conditions of Contract

Appendix B Specification of Works

Appendix C Schedule of Works

Appendix D Site Plans

Appendix E Form of Tender

Appendix F Questionnaire

2. Tenders can be submitted for all contracts or for only one of the contracts. The Prices submitted must indicate the rate for carrying out each Contract individually and should identify separately any discount which may be attributable if the Contractor is awarded more than one of the Contracts.
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 Parish Clerk by no later than one week before the closing date.
5. The tender shall be submitted on the Form of Tender attached at Appendix E.
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:

Appendix E Form of Tender

Appendix F Questionnaire
  - b) Return tenders and all related documentation by 12 noon on Tuesday 23 February addressed to: The Clerk, Kingston Bagpuize with Southmoor Parish Council, The Village Hall, Draycott Road, Southmoor, OX13 5BY. Tenders received late will not be considered.
  - c) Please note that the package containing the tender must be clearly marked "Tender for grass cutting" on the outside.

## **Appendix A**

### **GRASS CUTTING STANDARD CONDITIONS OF CONTRACT**

#### **Contract Documents**

The Contract Documents will comprise:

Appendix A Standard Conditions of Contract

Appendix B Specification of Works

Appendix C Schedule of Works

Appendix D Site Plans

Appendix E Form of Tender

Appendix F Questionnaire

#### **Officer**

The Officer will be the Parish Clerk.

#### **Extent of Work**

Generally, the work will comprise of the cutting of grass on land within the parish of Kingston Bagpuize with Southmoor. The height of cut to be agreed with the Parish Clerk. To also include strimming around play equipment, bins, outside furniture, trees, bushes, fences, hedges and all other authorised site fixtures and fittings. To include grass removal from all play safety surfaces and footpaths by sweeping or blower. Selective weed control will be by separate negotiation if and when required. Although a set number off cuts has been set for the tender these may be varied according to seasonal grass growth and by agreement with the Parish Clerk.

#### **Site Details**

The sites are situated throughout Kingston Bagpuize with Southmoor and are identified on the maps enclosed under Appendix D and include grass verges, the playground at Fir Tree Close, the Recreation Ground (access from School Lane), the Village Hall grounds, the public open space to the east of Wellington Way, the public open space between School Lane and Petypher Gardens, the Memorial Green at Oxford Road and the Council-owned section of the Millennium Green. The Council may, during the term of the contract, take on extra grass cutting areas within the parish. Should this be the case the Contractor will be requested to include the new area(s) within the schedule and advise of the extra cost at the same rate as existing areas.

Before tendering the Contractor is advised, at its own discretion, to visit the sites to satisfy itself 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 could 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.

### **Duration of Contract**

The duration of the Contract will be two or three years, with the final decision on the duration of the Contract to be made by the Council after the tenders have been received. Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the term.

### **Payment to Contractor**

The Contractor will submit a monthly account and invoice in arrears throughout the cutting season for all work carried out. Payment will be via BACs once the invoice is received.

Invoices should include a breakdown of the costs as follows:

- Streets and verges
- Village Hall grounds
- Millennium Green
- Memorial Green
- Recreation ground and playground
- Public open space (Wellington Way)
- Public open space (Petypher Gardens)

### **Termination of Contract**

Either party may, without reason, terminate the Contract, in writing, giving 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 Parish Clerk prior to commencement of the Contract. 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 and shall submit a copy of its Health & Safety Policy to the Clerk.

### **Notes to Tenderers**

- a) Attention is drawn to the Form of Tender and Standard Conditions of Contract. These documents must be read in conjunction with the Specification of Works, Plans and Schedule of Works. 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.
- c) A price shall be inserted against each item on the Form of Tender for each 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.
- f) 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 – Council need to know who it is contracted out to and see relevant certificates).
- g) 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.
- h) Invoices presented for payment must include a schedule of the works completed including the dates of the work.
- i) Contractors are asked to contact the Parish Clerk if any clarification is required.

## **Appendix B**

### **SPECIFICATION OF WORKS**

1. Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris.
2. The Contractor will inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific 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 its 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 arisings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, 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 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.
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. 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.
16. If used strimmers must not be damage any trees, shrubs etc or permanent or removable fittings.
17. All persons operating grass cutting machinery must be satisfactorily 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. None of the sites have access to running water – so contractor will need to provide own.



## Appendix C

### **GRASS CUTTING CONTRACT SCHEDULE OF WORKS**

#### **PUBLIC OPEN SPACES, PLAY AND RECREATION AREAS, VILLAGE HALL GROUNDS**

1. 14 cuts of the areas shown in red on the enclosed maps (note, some areas are shown twice as maps have been divided up in such a way to show the areas most clearly).
2. The first cut being in mid-late March and the final cut in late October/early November according to seasonal growth patterns.
3. The remaining cuts to be at the Contractor's discretion, taking into account the growth of the grass, although there should be a minimum of two weeks between cuts.
4. To include strimming around stone memorials, play equipment and other obstructions including trees and the edges of the sites.
5. All safety surfacing at play areas to be cleaned off by sweeping or with an electric blower after each cut/trim.
6. Grass to be dispersed evenly over each site not left in mounds.

#### **MEMORIAL GREEN, OXFORD ROAD**

As above but area not to be mown until the daffodils have flowered in mid spring.

#### **VERGES ON HIGHWAY AND RESIDENTIAL STREETS**

As above

## Appendix D

**MAPS** (separate document)

## Appendix E

### GRASS CUTTING CONTRACT, FORM OF TENDER

Contract	2021	2022	2023
<b>Streets/verges</b> Price per cut of areas marked on map			
<b>Village Hall grounds</b> Price per cut of areas marked on map			
<b>Total cost for 14 cuts</b>			
<b>Millennium Green</b> Price per cut of areas marked on map			
<b>Total cost for 14 cuts</b>			
<b>Recreation ground and playground</b> Price per cut of areas marked on map			
<b>Total cost for 14 cuts</b>			
<b>Public open space (Wellington Way)</b> Price per cut of areas marked on map			
<b>Total cost for 14 cuts</b>			
<b>Public open space (Petypher Gardens)</b> Price per cut of areas marked on map			
<b>Total cost for 14 cuts</b>			
<b>Total cost of contract</b>			

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 Kingston Bagpuize with Southmoor Parish Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

Signed: ..... Name: .....

Position: ..... Date: .....-

Of: .....

Address: .....

.....

.....

Telephone Contact number: .....

## APPENDIX F

### GRASS CUTTING CONTRACT QUESTIONNAIRE

Details relating to Prospective Tenderer

1. Name: .....

2. Address: .....

.....

3. Telephone number (landline &.mobile) .....

4. Email address:.....

5. Contact Name and Position in Company: .....

6. Nature of Business: .....

7. If the Business is a Company: .....

Is it a Subsidiary of another Company? .....

If yes, please give details: .....

8. Date of Business formation: .....

9. Are you VAT registered?

9. Please state number of grounds maintenance employees:

.....

10. Please state which branch the Contract will be serviced from: .(if applicable).....

11. Please give any other details, which you feel may be relevant, for example, similar Contracts in the area or for similar authorities, etc: (using a separate sheet if necessary).

Signed: .....

Position: .....

Date:.....