

**BICKENHILL & MARSTON GREEN PARISH COUNCIL**

**Parish Office, Recreation Ground, Marston Green B37 7ER**

**Invitation to tender (ITT) for Grounds Maintenance**

**Fixed Price Contract for Three Years from 2024 to 2027**

Bickenhill & Marston Green Parish Council invites tenders for the provision of grass cutting, hedge trimming and an annual weed and feed treatment at various sites within the civil parish of Bickenhill & Marston Green. Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender.

One electronic or hard copy of your tender must be sent to [clerk@bmgpc.org](mailto:clerk@bmgpc.org) or to the Parish Council's postal address as indicated above no later than midday on 9 February 2024. Late tenders will not be considered.

**GROUND MAINTENANCE TENDER INSTRUCTIONS AND INFORMATION**

1. These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
2. The contract is to be for a period of three years and shall run from 1 April 2024 until 31 March 2027.
3. The tender period runs from 12 January 2024 until 9 February 2024.
4. Tenders must be sent to [clerk@bmgpc.org](mailto:clerk@bmgpc.org) or to the Parish Office, Recreation Ground, Bickenhill Road, Marston Green B37 7ER by midday on 9 February 2024. It is the responsibility of the Tenderer to ensure that their tender is delivered not later than the appointed time.
5. Tenders may be rejected if the information requested in the ITT and Specification is not provided at the time of tendering.
6. The prices shall be quoted by the Tenderer entirely in GBP.
7. The prices quoted by the Tenderer shall be fixed for three years.
8. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Parish Council shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
9. The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Parish Council, shall be written in the English language.
10. Tenderers requiring any clarification of the Tender Specification shall contact the Parish Council in writing at the email or postal address to raise their enquiries. The Parish Council

will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders. Should the Parish Council deem it necessary to amend the Tender Specification as a result of a request for clarification, it shall do so.

11. In addition to their tender submission, the Tenderer shall provide a general description of the arrangements and a method statement which the Tenderer intends to adopt for the execution of the Works. The Tenderer's arrangements and method statement should demonstrate their ability to satisfactorily execute the Works in line with the Specification.
12. The Tenderer shall also provide information and/or a schedule showing the order in which the Tenderer intends to carry out the Works including the anticipated timing of each stage of the performance of the Contract.
13. At any time prior to the deadline for submission of Tenders, the Parish Council may amend the Tender Specification by issuing an addendum. Any addendum issued shall be part of the Tender Specification and shall be communicated in writing to all who have obtained the Tender Specification from the Parish Council. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Parish Council may, at its discretion, extend the deadline for the submission of Tenders.
14. The Tenderer is advised to visit and examine the sites and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the Tenderer's own expense.
15. Where the Tenderer and any of its personnel or agents have been granted permission by the Parish Council to enter upon its premises and lands for the purpose of such visit, the Tenderer, its personnel, and agents will release and indemnify the Parish Council and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
16. By issuing this invitation the Parish Council is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the Tenderer expressly stipulates otherwise in their tender.
17. The Parish Council will treat each tender and Tenderer confidentially and in accordance with GDPR regulations.
18. The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the economically most advantageous tender.
19. The Parish Council will act to ensure fair and open competition, and constructive co-operation between the Council and suppliers. The Parish Council's procurement policy is to achieve continuing improvement in value for money based on costs, quality and through sustainability/environmental considerations.
20. Due to the evaluation process the Parish Council requires tenders to remain valid for a period specified of six months.
21. The Parish Council shall notify the successful Tenderer, in writing, that its Tender has been accepted. At the same time, the Parish Council shall also notify all other Tenderers of the results of the Tendering process.

22. Upon notification, the Parish Council shall send the successful Tenderer the Contract Agreement. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Parish Council.
23. Tender documentation should include the following:
- a) A general description of the arrangements and a method statement which the Tenderer intends to adopt for the execution of the Works;
  - b) Information and/or a schedule showing the order in which the Tenderer intends to carry out the Works including the anticipated timing of each stage of the performance of the Contract;
  - c) Schedule of rates for each area/per year;
  - d) Proposed calendar of dates for grass cutting;
  - e) Contractor's terms and conditions;
  - f) Names of two referees, for whom similar work has been carried out during the last three years;
  - g) Rate for each area for additional cuts if required at request of the Parish Council; and
  - h) Copy of Contractors valid Certificate of Insurance, including public and employers liability.

## **Standard Contract Conditions**

### **Officer**

The Officer will be the Clerk to the Parish Council.

### **Extent of Work**

The work will comprise of the cutting of grass, hedge cutting and an annual weed and feed treatment as detailed in the Specification.

#### **Grass Cutting:**

The height of cut to be appropriate for the use of each space and as agreed with the Clerk. Although a specific number of cuts has been set for the tender these may be varied according to seasonal grass growth and by agreement with the Clerk.

#### **Hedge Trimming:**

The hedges, as defined on the specification are to be cut once a year in October to a maximum of 1.8 metres high.

### **Site Details**

The sites are as defined in the specification.

### **Workmanship and Equipment**

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

### **Additional Erection/Installation**

The Council may at any time add or remove outside fixtures and fittings (play equipment, benches, planting etc.) during the period of the Contract and no application from the Contractor to adjust the Contract price as a consequence will be considered.

### **Duration of Contract**

The duration of the Contract will be THREE YEARS commencing 1 APRIL 2024 to 31 MARCH 2027 inclusive. Tenders are to be priced on a fixed price contract for a period of three years.

### **Payment to Contractor**

The Contractor will submit a monthly account in arrears.

### **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 Clerk prior to commencement of the Contract and annually thereafter.

### **Liability of the Contractor**

- a) The Contractor shall fully and promptly indemnify the Parish Council against any liability to any person whatsoever, arising out of, or in connection with, the performance of the services or any act or omission of any employee of the Contractor howsoever such liability may arise.
- b) The Contractor shall fully and promptly indemnify the Parish Council in respect of any

damage caused to any land, building or chattel of any third party, by any employee or agent of the Contractor, whether such damage caused by negligence or in any other way whatsoever.

- c) The Contractor shall fully and promptly indemnify the Parish Council in respect of any damage caused to any land, building or chattel in the ownership, occupation or possession of the Parish Council by any employee or agent of the Contractor, whether such damage caused by negligence or in any other way whatsoever.
- d) The Contractor shall, at all times, maintain in force such policies of insurance, including minimum £5m public liability insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability:
  - i. to the Parish Council and to any employee of the Parish Council;
  - ii. to the employee of the Contractor;
  - iii. to any other person;
  - iv. for any damage caused to any land, building or chattel of the Parish Council;
  - v. for any damage caused to any land, building or chattel of any third party.
- e) The Contractor shall, upon request by the Parish Clerk, disclose all such policies of insurance, cover notes, premium receipts or other such documents as the Parish Council may require and shall, if so requested, furnish the Parish Clerk with copies of any such documents.

### **Termination**

The Parish Council shall be entitled to terminate this Contract, in the event that the Contractor fails to perform the grass cutting at the agreed frequency, or to a standard acceptable to the Parish Council. Such notice to terminate the contract will be given in writing, by either party, of 30 days.

### **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 the Contract.

## **SPECIFICATION OF WORKS**

1. Prior to cutting or trimming any area, the Contractor will ensure that the site is free of any significantly large stones and all paper, tins, bottles and other debris on the cutting area.
2. The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any such potential hazards.
3. The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Council.
4. The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide its staff with all safety equipment, (boots, reflective vests etc.), and will ensure that staff use these at all times when they are engaged in work for the Council.
5. 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 without damaging the existing surface and with sufficient overlap between passes of the cutter.
7. Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense.
8. 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.
9. 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.
10. 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.
11. All persons operating grass cutting machinery must be appropriately trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.
12. Hedge trimming equipment must be suitably maintained to produce a clean cut and neat finish.
13. Hedges are to be trimmed to maintain good healthy growth and shaped whilst providing a natural screen and wildlife habitat.

14. Great care must be taken to ensure the safety of any persons in the vicinity of hedge trimming activities and a 'banks man' system should be employed to control access to the area of work where necessary.
15. No hedges may be cut during the recognised nesting season between 1 March and 31 August.
16. Hedge trimming at the Amenity Land Allotments should be carried out with respect for the plot holders right of access to their plots and without damage to any crops or fixtures.
17. Access to the Amenity Land Allotments is via padlocked gates. Report to the Recreation Ground and ground staff will attend to open the gates.
18. NOTE: Some of the sites do not have access to toilets or running water. The contractor will need to make its own arrangements for staff welfare.