

## **MAINTENANCE/GRASS CUTTING CONTRACT – Mareham le Fen Parish Council, Lincolnshire.**

### **Invitation to Tender**

#### **Outline**

Mareham le Fen Parish Council (“the Council”) hereby invites tenders for the carrying out of the Maintenance and Grass cutting within our Parish in accordance with the Contract documents attached, which comprise:

#### **Appendices**

- A Standard Conditions of the Contract
- B Specification of Works
- C Schedule of Works
- D Areas/Maps
- E Formal Tender
- F Questionnaire

Mareham le Fen Parish Council is offering the work required into four separate Lots allowing contractors to tender for the work they wish to undertake. The Parish Council has no preference whether a contractor wishes to tender for all the Lots or for one or more Lots. The Council is not bound to select the cheapest tender but will take into account the best value for the community.

#### **Tenders**

A. Tenders should be submitted for all work set out in the contract by **5pm Monday 14<sup>th</sup> March 2022**, any tenders received after this date will not be considered.

B. 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.

C. 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.

**D. The tender shall be submitted on the form of Tender attached as Appendix E.**

E. Prospective Contractors should note that the Council’s decision is final and no correspondence will be entered into why the tender has been rejected.

F. The successful tender together with the Council’s written acceptance shall form a binding agreement in the terms of the Contract documents.

G. If having examined the tender documents you wish to submit a tender you should

1. Fully complete and return the following documents

Appendix E - Form of Tender

Appendix F – Questionnaire

Appendix G – Referees (if you have not worked for Mareham le Fen Parish Council in the last 2 years)

2. Return tenders and all related documentation by 5pm Monday 14<sup>th</sup> March 2022 to:

Clerk to Mareham le Fen Parish Council

Linghall Farm

Sandy Bank

New York

Lincoln

LN4 4YG

**Write ‘Grass-cutting’ on the back of the envelope.**

Parish Council website: <https://mareham-le-fen.parish.lincolnshire.gov.uk/>

Email address: [clerk.marehamlefen.pc@gmail.com](mailto:clerk.marehamlefen.pc@gmail.com)

## **Appendix A - Standard Conditions of the Contract**

### **Extent of Works**

Generally, the work will comprise of the cutting of grass, hedges where specified on land within the parish of Mareham le Fen. This will include trimming around fences, grave memorials, gates, outside furniture, trees, hedges, walls, bushes as itemised within the contract. The Parish Council expect that all cuttings are removed and disposed of in accordance with statutory requirements and that all roads and footpaths are clear of debris by sweeping or blower. You will be managed by the Parish Clerk and will report directly to him/her.

### **Site Details**

The sites are situated through Mareham le Fen village and are identified on the plans enclosed under Appendix D. It is suggested that before tendering the prospective contractor visit the sites to familiarise and satisfy themselves as to the extent of the contract. The Council will not accept any claims from a failure to familiarise himself with the contract.

### **Works and Equipment**

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

### **Additional Works & Service**

The contractor is asked to provide a price for each cut. Any change to the contract will be agreed with the contractor and the parish council through the Parish Clerk in writing.

### **Duration of Contract**

The duration of the Contract will be **three years** starting from 1<sup>st</sup> April 2022 and there will be an assessment on performance every 3 months during the Contract. The contract may be extended twice by two 12month extensions for 2025/26 and 2026/27 financial years. The Council will notify their decision to extend the contract with at least two months' notice by 1<sup>st</sup> February in the third and fourth years. Contract prices during the period of any extension will be based on the third-year price increased by RPIX as at January before 1<sup>st</sup> April. Any decision the Council make on terminating the Contract will be accepted by the Contractor without further consideration. Such a decision will involve two months' notice either way.

### **Payment to the Contractor**

The Contractor will submit by the 10<sup>th</sup> of each month a monthly account, in arrears, detailing the work carried out during the previous month. The parish council meets on the third Wednesday of the month to approve payments. Payments will be made within 30 days of invoice receipt.

### **Insurance**

The Contractor is required to have Public Liability Insurance to the minimum sum of £5,000,000 and a current Certificate of Insurance. The Contractor will indemnify the Parish Council against any claim or proceedings for injury or damage to any property, 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. The Contractor is required to also have Employers Liability and Vehicle Insurance.

All Insurance Certificates stated above must be provided to the Parish Clerk prior to the commencement of the Contract.

### **Health & Safety**

The Contractor shall accept all responsibility for compliance with the Health & Safety at Work Act and all other Acts and regulations in respect of work set out in this Contract. A copy of your Health & Safety Policy must be provided to the Parish Clerk prior to the commencement of the Contract if you employ five or more employees.

## **Notes to Tenderers**

1. The Form of tender and standard Conditions of the Contract must be read in conjunction with the Specification of works, Plans and Schedule of Works.  
Contractors are advised to read all documentation carefully.
2. 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, expenses, travel costs, general risks, liabilities, obligations and VAT.  
The Council will not pay towards any travel costs and dispensations if you are outside of the local area.
3. No alteration to the Form of Tender is to be made by the Contractor. Any alteration, amendment or note made by the Contractor will not be recognised and the Schedule of Works will be adhered to.
4. A regular inspection will be carried out by the Council throughout the period of the Contract to ensure that work is completed in accordance with the Specification of works.
5. The contractor must not amend the contract from direct feedback from members of the public or individual parish councillors. All changes must be agreed with the Parish Clerk.
6. Invoices presented for payment must include a Schedule of the Works completed including dates and times of work.
7. If any clarification is required then the Contractor should contact the Parish Clerk.
8. The Form of Tender requires a signature and is intended to allow for an un-biased process, your name and company will be withheld by the Clerk until the parish council's voting process has been completed.
9. If your tender is successful, you will be asked to submit a Risk Assessment of the activities to be carried out under this Contract and all relevant Insurance documents to the Parish Clerk before the commencement of this Contract.

## **APPENDIX B**

### **Specification of Works**

1. Prior to cutting an area, the Contractor will ensure that the area is free of significantly large stones, paper, tins, bottles and other debris.
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 specific hazards.
3. The Contractor will during the period of the Contract, ensure that all machines in grass cutting operations are sharp and set properly to produce a true and even cut. All grass areas will be cut cleanly and evenly and without damage to the existing surfaces. Any damage of areas or grass not cut to the approval of the council from a lack of such maintenance will be made good by the Contractor at their own expense.
4. The Contractor will during the period of the Contract ensure that machines are properly maintained and guarded so as to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations. The Contractor and any staff will be expected to be wearing the appropriate safety equipment (Boots, reflective vests, ear defenders and goggles as necessary) at all times they are engaged in work for the Council.
5. Any relevant signage should be in place before commencing work.
6. The Contractor will during the period of the Contract ensure that any form of growth inhibitor is NOT used to any area of turf without prior agreement from the Council in writing.
7. The Contractor will be expected to complete one area at a time before moving on to the next. Immediately after cutting, ensure that all grass clippings and other debris are cleared from all paved areas, safety surfaces, memorial Stones, paths and public footpaths etc. by sweeping or blower.
8. The Contractor is expected to cut/mow/trim as close as possible to fixed obstructions. That includes all areas of clover/nettles etc. that fall within large areas of grass. Moveable obstructions should be removed to facilitate cutting and replaced before the Contractor leaves site.
9. The Contractor should take care in areas of spring bulbs and flowers and avoid them during the growing and flowering season. Cutting of these patches should only commence four weeks after the flowers have died back.
10. In very wet conditions, all operations involving grass cutting shall cease until the conditions allow operations to commence without damaging the surface levels or contours of the land.
11. Should the Contractor cause damage to the surface levels or contours or create divots during grass cutting then the Contractor will at his own expense repair and re-instate such damage forthwith.

12. Since it is not possible to predict accurately the number of cuttings, which may be required on any site in any year, the Schedule of Works includes a likely frequency of cuts that will be needed. The Contractor will be paid for each cut agreed with the Parish Clerk.
13. All persons operating cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his/her operators are competent, well trained and conversant with Health & Safety legislation.
14. If spraying is required as a weed control measure then Certification of the relevant qualifications, COSHH etc. will be provided by the Contractor to the Parish Clerk prior to spraying works commencing.
16. Unless otherwise agreed by the Council and the Contractor notified in writing by the Parish Clerk any additional work will be included as part of this Contract. This work may/will be added to the Schedule of Works for subsequent years under the terms of the Contract.
17. Any incidence of Japanese Knotweed or other invasive plants must be reported immediately to the Clerk and any disposal must be done as per the Environment Agency guidelines. Therefore, the contractor and their staff should be familiar with the identification of most common invasive non-native plants.
18. In the event that grass cuts are not satisfactory the contractor will be advised that the defective work must be corrected at their own cost in 5 working days from notification by the Parish Clerk to the contractor.
19. If for any reason the contractor cannot complete the planned grass cut(s) due to any obstruction, highway repair or burial/funeral services at any location this should be reported to the Parish Clerk within 24 hours. Operations must cease for the duration of a burial or funeral service at either the Cemetery or Churchyard site.
20. The Parish Council is keen to work with the contractor to improve the state of the roadsides for all users and residents by keeping amenity grass areas, verges and paths in a very good state of tidiness, safe to use and enjoyed by the community and two-way feedback is welcomed to achieve this.

## **APPENDIX C**

### **Schedule of Works**

#### **Lot A – Cemetery and cemetery extension**

- All grass areas to be cut every two weeks from April to October and as required November through to March. More cuts may be required during the peak growing period as agreed with the Parish Clerk.
- All fences and boundaries to be strimmed along.
- Hedges around the Cemetery to be cut back and trimmed as required but at least monthly April to October
- To include strimming around/under benches, gateways, memorials and other obstructions
- All paths around the grassed areas to be cleaned by sweeping or with a blower after each cut.
- All paths to be straight edged and kept weed free.
- All grass/cuttings may be stored in the compost bin area and removed from site as required (as the bins fill up).
- The Cemetery extension area should be kept trimmed and weeds kept under control throughout the contract.

#### **Lot B – St Helen’s Church, Mareham le Fen Churchyard**

- All grass areas to be cut every two weeks from April – August, fortnightly in September/ October and as required November through to March. More cuts may be required during the peak growing period as agreed with the Parish Clerk.
- All church walls and boundaries to be strimmed along.
- God’s Acre – Wild Flower Meadow in the churchyard must not be cut until September.
- To include strimming around/ under benches, gateways, memorials and other obstructions.
- All paths around the grassed areas to be cleaned by sweeping or with a blower after each cut.
- All paths to be straight-edged and kept weed free.
- All grass/ cuttings to be removed from the site as required.

#### **Lot C – Grass verges along roads**

- All grass verges identified on the maps must be cut monthly from April to September (six cuts).
- Cuts should be no less than three weeks apart and no more than six weeks apart.
- Up to two further cuts may be required in the period from October to December if grass-growing season continues.
- Flail, mower or strimming may be used to achieve the specified standard of cut.
- The cutting of grass verges in this Lot has been delegated to Mareham le Fen Parish Council under the annual Lincolnshire County Council Parish Agreement for urban grass-cutting. Detailed maps are provided to ensure all the areas covered by the agreement are cut.

#### **Lot D – Grass verges along pavements, paths and residential area verges**

- All grass verges identified on the maps must be cut every two weeks from April to September. More cuts may be required during the peak growing period as agreed with the Parish Clerk. Further cuts may be required in October and November as agreed by the Parish Clerk.
- To include strimming around/ under benches, gateways and other obstructions.
- All paths around the grassed areas to be cleaned by sweeping or with a blower after each cut.
- The cutting of verges in this Lot has been delegated to Mareham le Fen Parish Council under the annual Lincolnshire County Council Parish Agreement for urban grass-cutting. Detailed maps are provided to ensure all the areas covered by the agreement are cut.

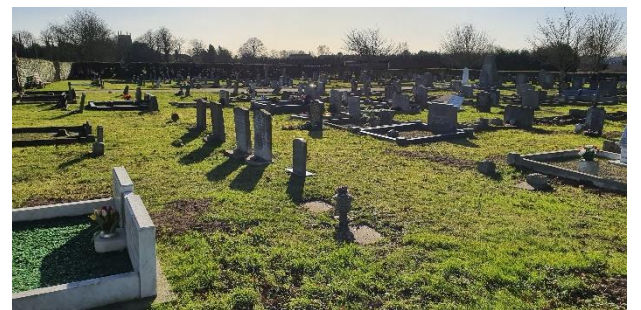
**APPENDIX D – THE AREAS/MAPS - be aware that there is some overlap on the maps near borders in Lots C and D.**

**Lot A - Cemetery and cemetery extension**

Located: Mareham le Fen Cemetery, Horncastle Road PE22 7RB What3words: regular.committed.poorly



The dark green hashed area and the red areas are the cemetery extension areas.





## Lot B – St Helen’s Church, Mareham le Fen Churchyard

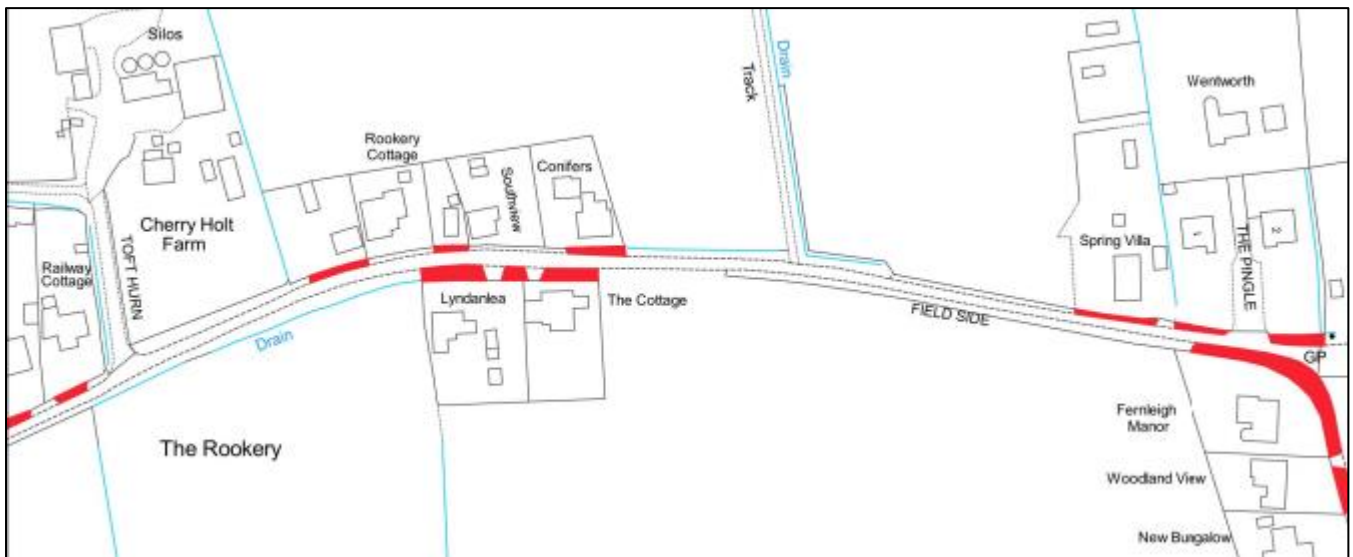
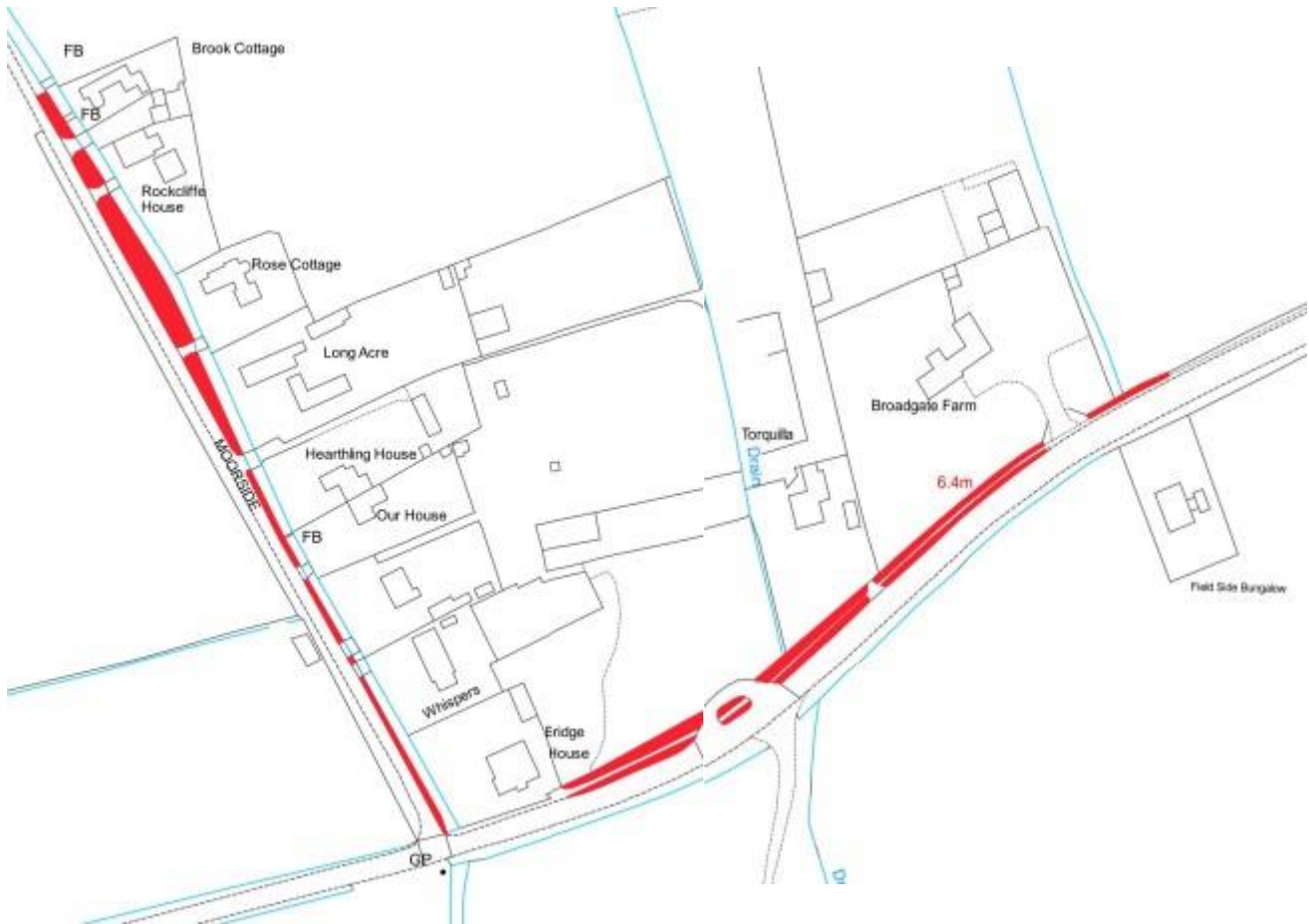
Church Rd, Mareham le Fen, Boston PE22 8EP. What3words: oddly.insisting.bonds



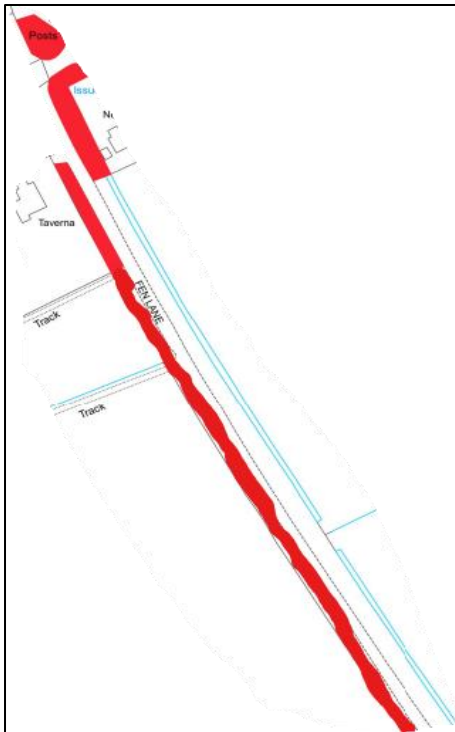
## Lot C - Grass verges along roads

Revesby Corner, Moorside and Main Street (alongside Broadstreet Farm), Fen Lane from the junction with Beggar's Lane) and beyond the sewerage works, Fieldside / The Rookery, Horncastle Road beyond the Cemetery and area up to The Rectory Bus Shelter, and intermittent amenity grass verges along Main Street from Revesby Corner.



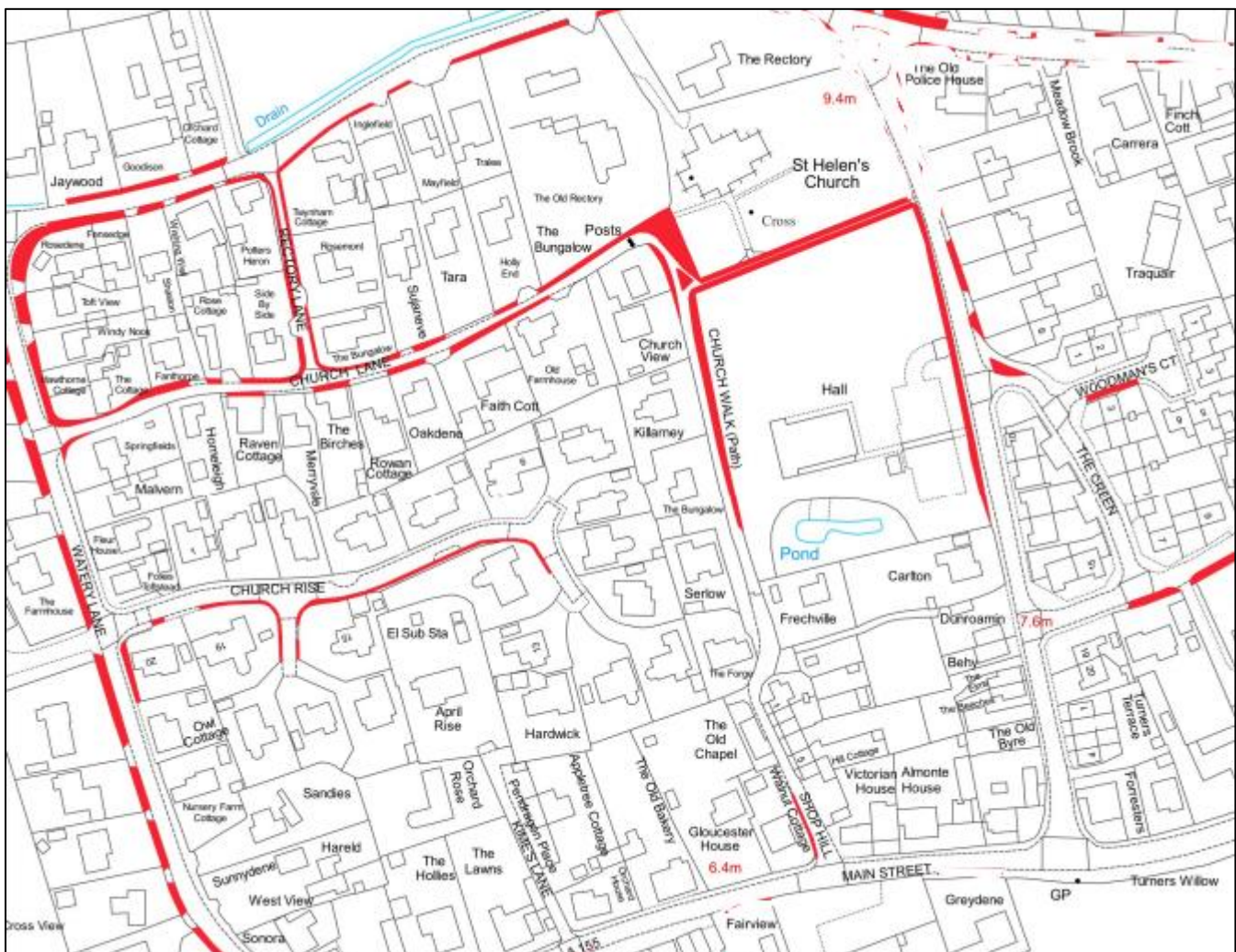


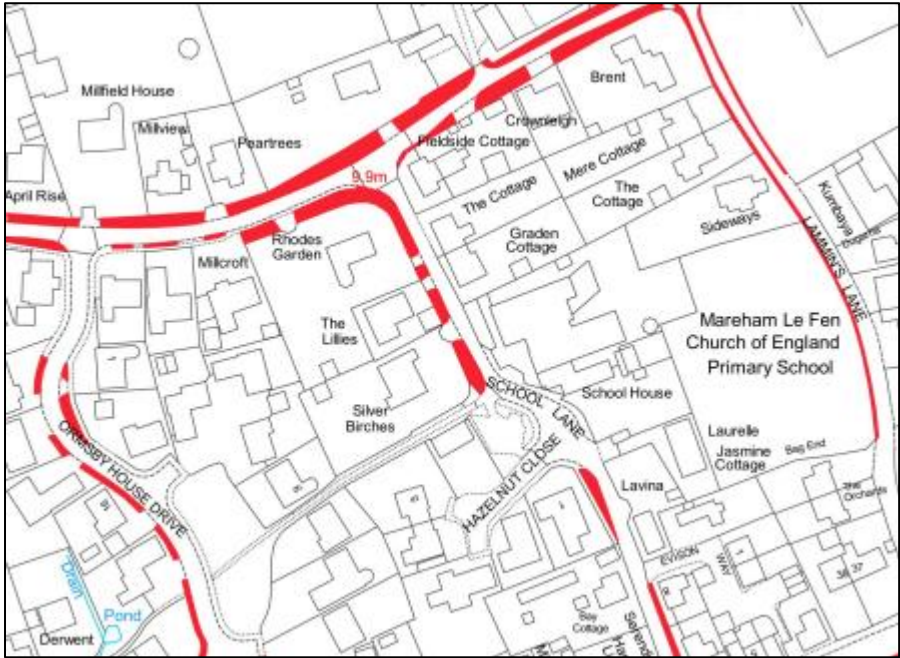
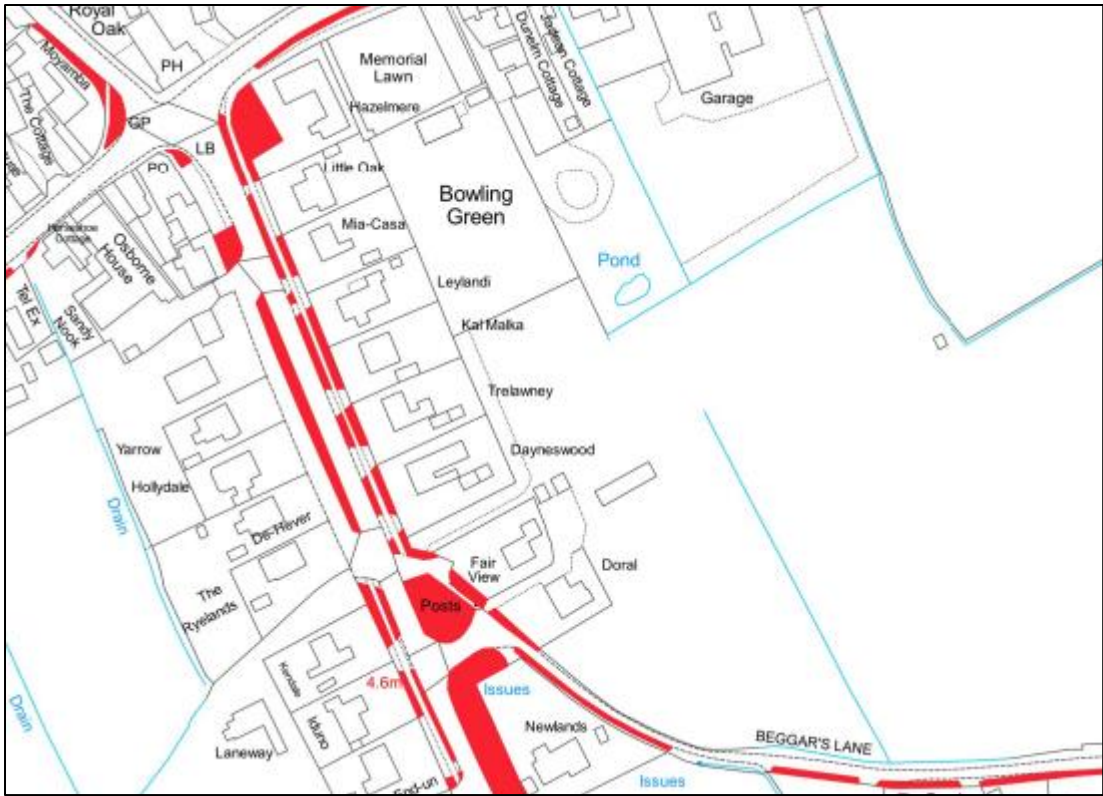




#### Lot D – Grass verges along pavements, paths and residential area verges

Beggar's Lane, Fen Lane residential area verges, Watery Lane, Church Rise, Church Lane, Church Walk, Rectory Lane, Woodman's Court, Fieldside, Shop Hill, Ormsby House Drive, School Lane, Lammins Lane.





## APPENDIX E -Form of Tender

### Grass Cutting Contract

#### Lot A – Cemetery and Cemetery Extension

	2022/23	2023/24	2024/25
Lot 1 area per cut			
VAT			
Total cost including VAT			

#### Lot B – St Helen's Church, Mareham le Fen Churchyard

	2022/23	2023/24	2024/25
Lot 2 area per cut			
VAT			
Total cost including VAT			

#### Lot C – Grass verges along roads

	2022/23	2023/24	2024/25
Lot 3 area per cut			
VAT			
Total cost including VAT			

#### Lot D – Grass verges along pavements, paths and residential area verges

	2022/23	2023/24	2024/25
Lot4 area per cut			
VAT			
Total cost including VAT			

*I/We understand that Mareham le Fen Parish Council is not bound to accept the lowest or any tender and that the Council will not be responsible for any expense incurred in the preparation of this tender.*

*I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of works as laid out in conjunction with the site plans.*

*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 tendered has not been communicated in any way to any person, firm or company and will not be communicated to any person, firm or company until after the closing date for the submission of Tenders.*

*I/We accept that if successful in securing the Contract that we will produce the necessary Certificates of Insurance and all other relevant documentation prior to commencement of the Contract.*

**Signature:**

**Print Name**

\_\_\_\_\_

\_\_\_\_\_

**Date:**

**Position**

\_\_\_\_\_

\_\_\_\_\_

Location: ☐ Within Mareham le Fen Parish

☐ Outside Mareham le Fen Parish (approx. distance to Parish \_\_\_\_\_ miles)

**Return Appendix E, F and G(if applicable) to the address on the first page. Write 'Grass-cutting' on the back.**

## APPENDIX F- Questionnaire

Name:

Address:

Landline:

Mobile:

Email Address:

Business/Company Name:

Position in Business/Company:

Registered Company Number (if applicable):

Nature of Business:

VAT Registered?: Yes / No If YES what is the VAT number?

Is this a subsidiary of another company?: Yes No

Please give details if Yes:

Date business Formed:

Number of grounds/maintenance staff:

Does your business/company comply with the Health and Safety Act 1974? Yes / No

Organisations that employ 5 or more employees must have a written Health and Safety Policy and Risk Assessments.  
Do you have 5 or more employees? Yes / No

In the past three years have you been taken to court for not complying with environmental legislation requirements?  
Yes / No

Has your organisation, at any time during the last 3 years, been in a state of bankruptcy, insolvency, compulsory winding up, administration, receivership, composition with creditors or any analogous state, or subject to relevant proceedings where the proceedings were commenced for valid reasons? Yes / No

Has your organisation, its directors or any other person who has the power of representation, decision or control of the named organisation ever been convicted of a criminal offence related to business or professional conduct, including fraud or conspiracy to defraud? Yes / No

Signed :

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Dated:

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## APPENDIX G – REFERENCES

If your business has not been contracted to supply or provide work to Mareham le Fen Parish Council in the last two years please provide the details of three referees that would be able to provide a reference if approached about recent contract work that you have completed with them. References will only be sought if your business is likely to be offered the contract prior to Mareham le Fen Parish Council confirming the contract with you.

1. Name of person to contact \_\_\_\_\_ Position \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Nature of the work completed \_\_\_\_\_

Phone number \_\_\_\_\_ Email Address \_\_\_\_\_

2. Name of person to contact \_\_\_\_\_ Position \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Nature of the work completed \_\_\_\_\_

Phone number \_\_\_\_\_ Email Address \_\_\_\_\_

3. Name of person to contact \_\_\_\_\_ Position \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Nature of the work completed \_\_\_\_\_

Phone number \_\_\_\_\_ Email Address \_\_\_\_\_