**Appendix B**

**BOTTESFORD TOWN COUNCIL**

**PUBLIC RIGHTS OF WAY - INVITATION TO TENDER**

**Invitation to Tender**

**1. Bottesford Town** Council ("the Council") hereby invites tenders for the carrying out of the service of the Public Rights of Way Cutting in accordance with the Contract documents.

**2.** 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.

**3.** Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Town Clerk.

**4**. 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.** The tender shall be submitted in writing.

**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 of the terms of the Contract documents.

**8.** Tenders to be submitted with all related documentation to the Clerk **by 12 noon on Monday 10 October 2022.**

**Conditions of Contract**

**Quality of Work and Equipment**

The quality of work must be of a good and acceptable standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

The contractor is responsible for providing all equipment, labour and materials to carry out the operations detailed in the tender specification.

The Council will not be liable for any damage to any contractor’s equipment caused by carrying out work for the Council.

**Duration of Contract**

The duration of the Contract will be 9 months, plus two additional 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.

Tenders should identify any discount which may be attributable if the Contractor is awarded a two- or three-year contract or more than one of the Councils Contracts.

**Payment to Contractor**

The Contractor will submit a monthly account in arrears, detailing a schedule of the works and dates completed, by the first Monday of each month. Following approval by Council payment will be made on the second Wednesday of each month by bacs transfer.

**Termination of Contract**

Should, in the opinion of the Council, the service provision be deemed to be of an unsatisfactory standard or any other contravention of these contract terms occurs you will be deemed to be in breach of contract and the contract will be terminated with immediate effect. However, the Contractor will be given notice by the Council and given the opportunity to improve standards within an agreed timescale.

Should the Contractor wish to terminate this contract, a minimum of three months’ notice must be given.

**Insurance**

The Contractor is required to have and keep up to date a minimum of £10,000,000 Public Liability insurance. A Certificate of Insurance to this effect must be produced to the Town Clerk for inspection on request. The Contractor shall indemnify and keep indemnified the Council against all losses, claims and proceedings of any nature whatsoever in respect of injury or damage to any property or persons or animals arising out of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party, on the part of the contractor its servants or agents in the performance of this Agreement.

**Health and Safety**

The Contractor must undertake the cutting operations in an orderly manner complying with all relevant Health & Safety regulations. Measures must be taken to minimise any risk to the public including signing for public safety. All work to comply with the Code of Practice for Safety at Street Works and Road Works - https://www.gov.uk/government/publications/safety-at-street-works-and-road-works

Any vehicle used must be parked so as not to contravene any parking restrictions and/or present any obstruction to other road users and the public.

Full Risk Assessments must be provided by the Contractor prior to commencement of the Contract.

All works to be carried out by fully qualified and experienced operatives.

The contractor shall hold relevant qualifications for specialist tasks as necessary and provide confirmation of this to the Council on request.

**Canvassing and Disclosure**

Canvassing of members of the Council or its staff, directly or indirectly for a tender will disqualify the applicant for such a tender. If the tenderer or employee is related to any member of the council or staff this shall be disclosed in writing to the Town Clerk, who will report to the Council.

The tender must not be calculated by agreement or arrangement with any other person, firm or company and the amount of the tender must not be disclosed until after the closing date for submission of tenders.

**References**

Contractors that have not worked for the Council before should provide two references, preferably relating to comparable types of work.

**Notes to Tenderers**

a) These documents must be read in conjunction with the definitive maps for Bottesford.

b) The prices to be included in the Tender are to be the full inclusive value of the work described, excluding VAT and should specify if VAT registered.

c) 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.

d) GDPR – Bottesford Town Council complies with Data Protection Law. A copy of our Privacy Policy is available on our website or supplied on request.

**Specification of Works**

**1**. The areas are shown on the attached schedule and definitive maps for Bottesford. See Appendix A

**2**. The minimum specification required is a cut to a length of 50mm over a width of 1.5 metres for footpaths and 3 metres for other areas (where the physical width permits), and should include surface growth, overhanging growth (allowing a height of at least 6.5 feet on a footpath and 10 feet on other ways), and growth around signposts, waymark posts and structures, such as bridges, gates and stiles; but not hedges (unless these are rooted within the path or way itself), nor crops, or trees or other vegetation ostensibly being grown for commercial reasons.

**3.** Cutting will be three/four cuts between late April and mid-October.

**4**. The first cut and final cut will be according to season growth patterns and agreed with the Town clerk.

**5.** The number of cuts may be varied according to seasonal grass growth and by agreement with the Town Clerk. The Contractor will be paid on a pro-rata basis for more or less cuts.

**6.** 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.

**7.** Prior to cutting any area the Contractor will;

i) ensure that it is free of significantly large stones, paper, tins, bottles and other debris.

ii) inspect each site for areas of potential hazard and inform the Council immediately of any specific hazards.

**8.** 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.

**9.** The Contractor will provide his staff with appropriate PPE, (safety glasses, boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for the Council.

**10.** All grass will be cut cleanly and evenly and without damaging the existing surface.

**11**. Strimmer’s must not damage any trees, shrubs etc or permanent or removable fittings.

**12.** Any damage or areas of work not carried out to the approval of the Council will be made good by the Contractor forthwith at his own expense and to the satisfaction of the Council.

**13.** During the period of the Contract no growth regulators of any form will be applied to any area.

**14**. The Contractor will undertake work on the instructions of the Town Clerk only.

**15**. The Contractor will effectively manage and respond to the Clerk any concerns/complaints received.

Clerk to Bottesford Town Council, Mrs Lesley Liddle

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