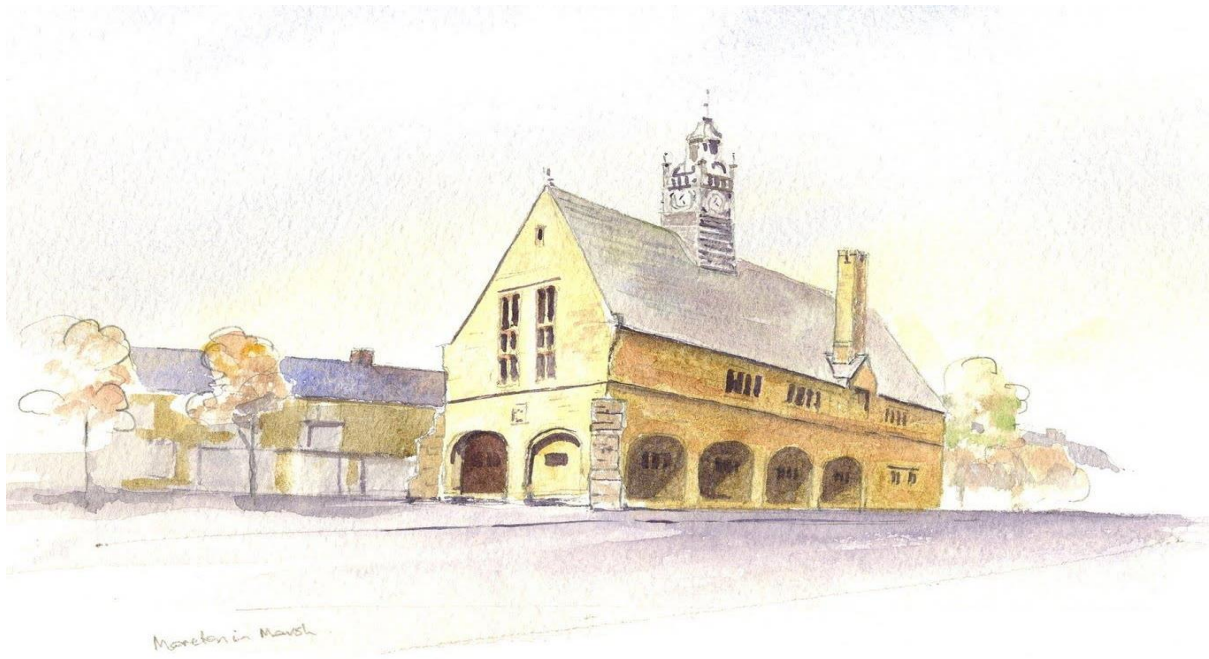


# Grounds Maintenance Tender 2023-2028



## **MORETON IN MARSH TOWN COUNCIL**

### **GROUNDS MAINTENANCE AGREEMENT**

**2023-2028**

Moreton in Marsh Town Council aims to maintain a high standard for the aesthetics on the land in the area. The works described in this specification are to be executed by the Service Provider in a manner that continues this aim. In general, what are required are the best horticultural practices; the creation and maintenance of visually pleasing horticultural features, and the maintenance of rigorous standards of discipline, cleanliness and tidiness.

#### **1. CONTRACT OVERVIEW**

1.1 Moreton in Marsh Town Council will be awarding a contract for grass cutting with limited Tree, Hedge and Ditch trimming to the following areas:

1.1.1 Detailed Areas within Moreton in Marsh; High Street, Cemeteries, Parks and Amenity Areas, Verges, Ditches, Hedges, and Low level tree pruning to Lime trees.

1.1.2 The contract will be awarded for an initial period of one year plus four further years initially commencing March 2023. The Council reserves the right to cancel or withdraw from the selection and evaluation process at any stage.

1.2 The Service Provider by submitting their tender for the works agrees to comply with all conditions as specified herein.

## **2. CONFIDENTIALITY**

2.1 The Service Provider must treat all information supplied to them in confidence and shall not disclose it to any third party, unless for the purpose of obtaining sureties or quotations for submitting with the tender.

## **3. TIMETABLE**

3.1 Site visits (if required) can be arranged for interested parties via the clerk on 01608-651448 and must be completed prior to the closing date.

3.2 Completed tender packs and supporting information must be sent to the Council Office at the address provided in a sealed envelope clearly marked “Grounds Maintenance Tender Return” by 4pm on the closing date.

3.3 Tender packs received after this date or those that have not been fully completed may not be considered.

- **Closing date –4pm 10<sup>th</sup> February 2023**
- **Expected start date – 6<sup>th</sup> March 2023**
- **Contract completion date – 10<sup>th</sup> November 2028**

## **4. DISCLAIMER**

4.1 The information in this document has been supplied in good faith by the Council, however it may not be comprehensive and it has not been independently verified.

4.2 The Council, their advisors, officers, members, partners, employees, other staff or agents do not:

4.2.1 Make any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of this document

4.2.2 Accept any responsibility for the information contained in the document or the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

## **5. STANDARD CONTRACT CONDITIONS**

5.1 Definitions

- **Council** - Moreton in Marsh Town Council (MiMTC)
- **Chair** - The Chair of Moreton in Marsh Town Council
- **Vice-Chair** - The Vice-Chair of Moreton in Marsh Town Council
- **Clerk** - The Clerk to Moreton in Marsh Town Council
- **Service Provider** - the person or persons, firm or company who's tender for the works has been accepted by the Council.

- **The works** - grass cutting and grounds maintenance work as specifically described herein.
- **Working Hours** – 07:30 to 18:00 Monday to Friday, 08:00 to 13:00 Saturday.
- **Cut and Drop** - grass cut to required length with NO cuttings collected.
- **Cut and Collect** - grass cut to required length with cuttings collected.
- **Required Length** - 40mm cut length unless otherwise specified

## **6. FORM OF CONTRACT**

- 6.1 The Contract will be in the form of an offer and acceptance basis.
- 6.2 The Service Provider is responsible for carrying out all the functions detailed in the contract documents together with all other services ancillary to which are consistent with the Service Provider being responsible for maintaining the contract standard.
- 6.3 The specification describes the tasks the Service Provider is obliged to perform together with the minimum standards to which the Service Provider must perform these tasks. The standards set out in the specification are part of the contract standard.
- 6.4 The Service Provider shall carry out the standard services in accordance with the Cutting Specification by Location referred to in Section 30.

## **7. FIXED PRICE TENDER**

- 7.1 The Service Provider shall tender on the basis of a **fixed price contract** and shall include for any fluctuations in the cost of the labour and/or materials that may arise during the period of the contract. Any VAT that may be payable shall be shown separately on the Tender.
- 7.2 The estimated value of the contract is between £90,000 to £110,000 over the five year term.
- 7.3 The tender submitted by the Service Provider shall remain open for acceptance by the Council for a period of two months from the day fixed for receipt of tenders.
- 7.4 The Council gives no assurance that the lowest, or any tender shall be accepted, nor will they accept any liability for any costs incurred in the preparation of tenders. All works provided as detailed within the tenders will be provided to ensure best value for money.

## **8. INSURANCE**

- 8.1 The Service Provider will be required to insure adequately against all contingencies in relation to damage, fire, burglary and personal injury with regard to their own machinery, equipment, materials & goods etc. used in connection with the works and they must keep said cover in force for the entire contract period.
- 8.2 The Service Provider must effect and maintain an insurance policy covering Employer's and Public Liability for a minimum of **£10,000,000.00** [Ten million pounds] for any one event and must keep said cover in force for the entire contract period. The policy must include an Indemnity to Principals Clause.

8.3 Proof of insurance cover must be submitted at the time of tendering. **The tender may not be considered without this information.**

8.4 The Service Provider must notify the Council of any changes in insurers or insurance terms immediately during the contract period and provide proof of said changes etc.

8.5 The Service Provider must indemnify the Council and keep it indemnified against all losses, claims, demands, proceedings, damages, costs, charges and expenses in respect of or in connection with injury to or death of any person including a person employed by the Service Provider or any sub-Contractor or damage to property real or personal, including property belonging to or in the possession of a person or persons employed by the Service Provider or any sub-Contractor happening consequent upon or in connection with the works.

## **9. PAYMENT AND RETENTION**

9.1 The Council are looking for innovative solutions to the variations caused by environmental changes, to this end the fixed price element of the contract should provide the ability to vary charges and payments dependent upon the work completed, for instance, where grass cutting is temporarily halted due to weather conditions, the Service Provider should provide innovative solutions to “banking” time and/or monies.

9.2 The Council shall pay the undisputed sums due to the Service Provider in cleared funds within 30 days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of Council.

9.3 Each invoice shall contain all appropriate references and a detailed breakdown of the Works and shall be supported by any other documentation reasonably required by the Council to substantiate the invoice.

9.4 Tax, where applicable, shall be shown separately on valid Tax invoices as a strictly net extra charge.

## **10. DISCREPANCIES**

10.1 The Service Provider shall be deemed to have included for all work shown on or implied by the Specification/Schedule/ Maps included herein.

10.2 The Council may reduce payment in respect of any Works which the Service Provider has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Council

10.3 The Service Provider shall not suspend the supply of the Works unless the Service Provider is entitled to terminate the Agreement under clause (24.2.1) for failure to pay undisputed charges.

## **11. MACHINERY, EQUIPMENT, MATERIALS AND GOODS**

11.1 The Service Provider will provide all machinery, equipment, materials, goods, tools and fuels necessary to carry out the works and must ensure that all such machinery &

equipment is in satisfactory condition in order to complete all work undertaken on behalf of the Council.

11.2 If the Service Provider has faulty equipment and cannot repair the equipment necessary to complete the required works, the Service Provider will hire replacement equipment at their own cost, to continue any required works until such faulty equipment is repaired or replaced.

11.3 The Service Provider is responsible for all materials and fittings delivered to the site for their own use, and shall make good any damaged or missing at their own expense and shall provide all necessary protection to such materials and equipment etc. The responsibility shall in no way be limited because of the early delivery of such materials or equipment etc.

11.4 The Service Provider will provide all necessary first aid supplies in readily accessible positions on site where work is being carried out.

11.5 The Service Provider will provide all necessary personal protective clothing or equipment including adequate reflective or other similar clothing for use by their employees and other personnel under their control whilst carrying out work on behalf of the Council.

## **12. LEGISLATION**

12.1 The Service Provider will at all times during the execution of the works for the Council comply with all aspects of current Health and Safety Regulations, COSHH Regulations and any other statutory requirements in so far as they apply to the works being undertaken and must ensure that any Sub-contractor used also complies with same.

12.2 Copies of Risk Assessment policy & Health & Safety policy must be submitted at the time of tendering. **The tender may not be considered without this information.**

12.3 The Service Provider is responsible for erecting warning signs at each work site and all signage must conform to statutory requirements in place at the time.

## **13. SITE CONDITIONS**

13.1 Service Providers are strongly advised to visit the sites to acquaint themselves with the local conditions, access to the sites, working and storage space, conditions affecting supply of labour and materials and the execution of the works generally. No claim for extra will be admitted for errors or omissions arising from the Service Provider's failure to satisfy themselves of these matters. There is no storage facility on any site for equipment or waste.

## **14. ADDITIONAL WORKS**

14.1 No extra or additional works shall be carried out by the Service Provider on this contract without the express written approval of the Clerk who will obtain permission from the Chair (or Vice-Chair in their absence). Failure to observe this requirement will prejudice payment for any extra work.

## **15. EXCLUSION OF RESTRICTIVE PRACTICES**

15.1 The Council requires those tendering for contracts not to be party to a Cartel involving or including any commercial or other arrangement between individuals and/or Corporation(s) which are intended or organised so as to share or control marketing arrangements or prices.

## **16. SERVICE MONITORING & DAMAGE RECORDING**

16.1 The Service Provider shall initially produce a comprehensive damage list, photographs or video of damage to graves, headstones, vases, ornaments etc. and then update at quarterly intervals from commencement of the contract in conjunction with the Clerk or Council Representative. This will assist both the Council and the Service Provider in the event of damage being alleged.

16.2 Liaison meetings between the Service Provider and the Council shall be held as required by either party.

16.3 A record of all meetings shall be made by the Service Provider and copies provided to the Council.

16.4 The Service Provider shall be required to attend at least two meetings per annum with the Council.

## **17. INDUCEMENTS**

17.1 Offering an inducement of any kind in relation to obtaining this or any other contract with the Council will disqualify the Service Provider from being considered and may constitute a criminal offence.

## **18. REFERENCES**

18.1 The Council requires two references to be submitted by Service Providers tendering for this work at the time of tender. Details of similar contract(s) undertaken for local councils or other organisations should be submitted with the tender. **The tender may not be considered without this information.**

## **19. FINANCIAL REPORTING**

19.1 Financial trading accounts for the three previous years are required. **The tender may not be considered without this information.**

## **20. GRASS CUTTING SPECIFICATION 2023 to 2028**

20.1 Moreton in Marsh Town Council Contract Conditions as specified herein will apply to this contract.

## **21. CONTRACT PERIOD**

21.1 The Contract Period will commence March 2023 and will be for an initial period of one calendar year with up to four additional years should the Council so decide.

## **22. ASSIGNMENT OF THE CONTRACT**

22.1 The Service Provider will not assign this agreement or any obligations thereunder to any persons or body incorporate whatsoever without the written consent of the Council.

## **23. TERMINATION OF THE CONTRACT BY THE COUNCIL**

23.1 The Council shall be entitled to terminate this agreement as follows:-

23.1.1 At annual extension of the contract by giving two full calendar months' notice to the Service Provider.

23.1.2 Immediately upon the breach by the Service Provider of any of its obligations under this agreement or by any breach of its statutory responsibilities. Any payments accrued due to the Service Provider for work which at the time of termination has not yet been paid by the Council shall (at the Council's discretion) be retained by the Council on account of any claim which the Council might have against the Service Provider by reason of such breach.

23.1.3 If the Service Provider, without reasonable cause, makes default in failing to proceed with the works or by wholly or substantially suspending the carrying out of the works. The Council will give notice to the Service Provider which specifies the default and requires it to be ended. If the default is not ended within seven days of receipt of the notice the Council may by further notice to the Service Provider send notice of termination of the contract which shall take effect on the date of receipt of the further notice which will be deemed to have been received 48 hours after the date of posting (Excluding Sundays and Bank Holidays). Any notice of termination shall not be unreasonable or vexatious.

23.1.4 If the Service Provider makes a composition or arrangement with his creditors or becomes bankrupt or being a company makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement to be approved in accordance with the Companies Act 1985 or the Insolvency Act 1986 as the case may be or any amendment or re-enactment there-of, or has a provisional liquidator appointed or has a provisional winding-up order made or passes a resolution for voluntary winding-up (except for the purpose of amalgamation or reconstruction), or under the Insolvency Act 1986 or any amendment or re-enactment has an administrator or an administrative receiver appointed, the Council may issue notice to terminate the agreement. Such termination shall take effect on the date of receipt of such notice.

23.1.5 Upon termination of the contract by the Council, the Service Provider shall immediately cease to occupy the site of the Works and the Council shall not be bound to make any further payment to the Service Provider that may be due under this Contract until completion of the Works, and the making good of any defects therein. The Council may recover from the Service Provider the additional cost to them of completing the Works, any expenses properly incurred by the Council as a result of, and any direct loss and/or damage caused to the Council by, the termination.

## **24. TERMINATION OF THE CONTRACT BY THE SERVICE PROVIDER**

24.1 At annual extension of the contract by giving at least two full calendar months' notice to the Council.

24.2 The Service Provider shall be entitled to terminate this agreement as follows, if the Council makes default in any one or more of the following:

24.2.1 They do not discharge in accordance with this Contract the amount properly due to the Service Provider in respect of any invoice submitted or pay any VAT due on that amount, or if the Council or any person for whom they are responsible interferes with or obstructs the issue of any payments due under this Contract.

24.2.2 If the Council or any person for whom they are responsible interferes with or obstructs the carrying out of the Works or fails to make the site available for the Service Provider without fair warning.

24.2.3 If the Council unilaterally suspends the carrying out of the whole or substantially the whole of the Works for a continuous period of one month or more during the cutting season, the Service Provider may give notice to the Council which specifies the default and requires it to be ended. If the default is not ended within 7 days of receipt of the notice which will be deemed to have been received 48 hours after the date of posting (Excluding Sundays and Bank Holidays) the Service Provider may by further notice to the Council terminate the contract. Such termination shall take effect on the date of receipt of the further notice. Any notice of termination shall not be unreasonable or vexatious.

## **25. TEMPORARY SUSPENSION OF WORKS**

25.1 Service Providers should note that the Council may require Works in a Cemetery to be temporarily suspended during funeral services, should they occur whilst cutting is in progress.

## **26. EXTENSION OF THE WORKS**

26.1 The Clerk under instruction from the Chair or the Vice-Chair may order additional works in writing to the contract should growing conditions indicate that this is necessary. Any such works will be paid on a pro-rata basis on the tendered sums at agreed rates.

## **27. DISPOSAL OF GRASS CUTTINGS AND TREE CLIPPINGS**

27.1 The Service Provider will be responsible for the removal of the cuttings and clippings from the site unless otherwise stated and for disposing of such waste at a registered tipping or disposal facility. All costs incurred must be included within the tender figure. The Service Provider may be required to be a Registered Waste Carrier to comply with this section of the specification.



## **28. CUT GRASS LENGTH**

28.1 The Council recognises that land is far from level and the Service Provider should therefore meet, wherever possible, the stated requirements over a general and reasonable area of the identified space. Any measurement stated is an average level not a measure of a length of grass and is the length from the ground, for this purpose, the cut length of grass should average 40mm unless otherwise specified.

## **29. THE WORKS**

29.1 All listed scheduled cuts of all areas of grass and ditch cutting will include a “Cut and Collect” cut as the first initial cut at the beginning of any growing season.

29.2 Whilst working on a Council site, the Service Provider shall at their own expense provide and erect a sign bearing the following wording along with the Town Council and Service Provider Logo’s, etc.

“Name of the Service Provider”  
WORKING IN PARTNERSHIP WITH  
MORETON-IN-MARSH TOWN COUNCIL

29.3 The Service Provider will inspect the areas to be cut prior to work commencing and will remove & dispose of all foreign objects before cutting begins.

29.4 In executing the works the Service Provider will take all necessary precautions to secure the efficient protection of all rivers, streams, waterways, sewers and watercourses against pollution.

29.5 The Service Provider will ensure that no potentially hazardous matter whatsoever is deposited on the carriageway or footways during the works.

29.6 Any damage to buildings, land, equipment etc. caused by the Service Provider will be repaired/replaced/made good as appropriate at the Service Providers expense.

29.7 The Service Provider will carry identification at all times when on site. The Service Provider is representing the Council and must always act in a polite, responsible manner and shall at all times observe the following;

- not to use any discriminatory or offensive remarks or gestures.
- not to engage in any harassment on any grounds.
- not to cause a nuisance to the public through excessive noise by the use of radios or similar equipment, either personal or vehicle mounted.
- not to park on pavements, the Service Provider will pay for repair costs for any damage caused by their vehicles or employees.

29.8 No standing time will be paid for time lost due to inclement weather conditions or for any other circumstances which may arise to prevent work proceeding. The Service Provider must inform the Council if due to illness, accident or other circumstances they are unable to fulfil their obligations.

29.9 On leaving the site and on completion of work, the work site must be cleared and left safe and tidy from all Service Provider debris and work activities.

- 29.10 After mowing, surfaces should be even and neat in appearance and not show any of the following characteristics: - skidding, scalping, ridging, ribbing, rutting or long stalks. The type of machine to be used on any site must be suitable for the task being undertaken and must be capable of working safely taking into account the circumstances of the site.
- 29.11 Where areas necessitate the use of a strimmer The Service Provider will ensure all strimmer equipment is fitted with cutting guides to prohibit the “cutting wire” damaging any obstacle, whether the obstacle is “natural” or “manufactured”. Where it is determined that a strimmer is likely to cause damage to any immovable object, shears should be used as a substitute for a strimmer.
- 29.12 Any damage identified as strimmer damage, not previously identified by the Service Provider will be considered by the Council as “recent” and the Service Provider will be responsible for repair or replacement.
- 29.13 The Service Provider shall not cut grass areas planted with bulbs until approximately 6 to 8 weeks after bulbs have finished flowering and leaves have gone dead.
- 29.14 Grass is to be cut with a machine that will chop the cuttings up finely and will not leave large clumps or long length cuttings on the cut grassed areas. If clump lines are apparent, The Service Provider must mow-scatter any cuttings.
- 29.15 The length of all grass after cutting is 40mm unless otherwise specified.
- 29.16 Where thicket or bramble is prevalent on both “bank tops” of a ditch or watercourse, the Service Provider will clear only one bank top to provide access for bankside inspection, maintenance and trimming. Any bank top vegetation along the adjacent bank should be left undisturbed to preserve the natural habitat for wildlife sustainability.

### **30. CUTTING SPECIFICATION BY LOCATION**

#### **30.1 Queen Victoria Gardens, Batsford Road**

- 30.1.1 Except for the Children’s Play Area, Cut and Drop shall take place over the whole area, right up to and including the bank tops of ditches, up to the boundary hedges, fences, buildings, obstacles and trees. (except where planting, re-seeding or turfing operations would preclude cutting due to the likelihood of damage). The area between the footpath and the brook is to be cut at the same frequency as the rest.
- 30.1.2 Wild Town project areas to the Western side of the Gardens where young tree seedlings are prevalent should not be mown or strimmed between the young plants. A small Berm is present to the Southern edge of the Gardens where extreme care should be taken around any planting.
- 30.1.3 **Cut and Collect is only required within the Children’s fenced Play Area.**

30.1.4 A strimmer should be used where grass is inaccessible to a mowing machine. Strim around all fences, playground fencing, safety surfacing, play equipment, buildings, obstacles and trees to a neat professional finish, taking care not to cause any damage. Where it is determined that a strimmer is likely to cause damage to any immovable object, shears should be used as a substitute for a strimmer.

30.1.5 Stones, twigs and any other debris shall be removed from the site as found before cutting.

30.1.6 On conclusion of cutting, all surrounding pathways and play areas should be cleared of cuttings using a blower to leave the area clean, neat and tidy.

### **30.2 Tinkers Close Open Space and Playground**

30.2.1 Except for the Children's Play Area, Cut and Drop shall take place over the whole area (except where re-seeding or turfing operations would preclude cutting due to the likelihood of damage) right up to the boundary hedges, fences, buildings, obstacles and trees.

**30.2.2 Cut and Collect is only required within the Children's fenced Play Area.**

30.2.3 A strimmer should be used where grass is inaccessible to a mowing machine. Strim around all fences, playground fencing, safety surfacing, play equipment, buildings, obstacles and trees to a neat professional finish, taking care not to cause any damage. Where it is determined that a strimmer is likely to cause damage to any immovable object, shears should be used as a substitute for a strimmer

30.2.4 Stones, twigs and any other debris shall be removed from the site as found before cutting.

30.2.5 On conclusion of cutting, all surrounding pathways and play areas should be cleared of cuttings using a blower to leave the area clean, neat and tidy.

### **30.3 Blenheim Meadow and Blenheim Way Play Area**

30.3.1 Cut and Drop shall take place over the whole area, right up to and including the bank tops of ditches, up to the boundary hedges, fences, buildings, obstacles and trees. (except where planting, re-seeding or turfing operations would preclude cutting due to the likelihood of damage).

30.3.2 Cut and Drop "border and pathway" cutting shall take place to the area to the East of the Meadow which has been set aside for planting of young trees and spring flowers. Cutting should provide informal pathways and walking space between the young trees without any possibility of damage to any tree. Walking space width may vary. Cutting to a height of 80mm between trees, whether by mower or strimmer and should provide approximately 200mm clearance to any young tree planted to alleviate the possibility of inadvertent damage.

30.3.3 Cut and Collect with a strimmer, shall take place to the banks of the ditches within the Meadow and to the front of the "trash screen" situated to the South

Western edge of the Meadow. The screen and all ditches should be cut twice annually, at the beginning and end of the cutting season.

30.3.4 Cut and Collect Wild Town project areas to the North/West of the Meadow where wild flowers are prevalent should only be mown once annually in September. Cuttings should be collected from this area only and deposited to the edges of the central wooded areas within the Meadow. The area requires one additional cut at the start of the contract in March 2023.

30.3.5 A strimmer should be used where grass is inaccessible to a mowing machine. Strim around all fences, playground fencing, safety surfacing, play equipment, buildings, obstacles and trees to a neat professional finish, taking extra care not to cause any damage by strimmer wire. Where it is determined that a strimmer is likely to cause damage to any immovable object, whether natural or manufactured, shears should be used as a substitute for a strimmer

30.3.6 Stones, twigs and all other debris shall be removed from the site as found before cutting.

30.3.7 On conclusion of cutting, all surrounding pathways should be cleared of cuttings using a blower to leave the area clean, neat and tidy.

#### **30.4 Bottom Cemetery, London Road**

30.4.1 Cut and Drop shall take place over all areas within the confines of the boundary walls of the cemetery.

30.4.2 A strimmer should be used where grass is inaccessible to a mowing machine. Strim around all fences, buildings, artefacts, obstacles and trees to a neat professional finish, taking extra care not to cause any damage. Where it is determined that a strimmer is likely to cause damage to any immovable object, whether natural or manufactured, shears should be used as a substitute for a strimmer

30.4.3 On conclusion of cutting, all hard areas such as pathways and grave stones should be cleared of cuttings using a blower to leave the area clean, neat and tidy.

#### **30.5 Top Cemetery, London Road and St David's Churchyard, Church Street.**

##### **30.5.1 Excluding two areas maintained by others in Top Cemetery;**

- An area of War Graves maintained for the Commonwealth War Graves Commission.
- An area specifically set aside for Remembrance.

30.5.2 Cut and Drop shall take place over all areas within the confines of the boundary walls of the cemetery and St. David's churchyard.

30.5.3 A strimmer should be used where grass is inaccessible to a mowing machine. Strim around all fences, buildings, artefacts, obstacles and trees to a neat professional finish, taking extra care not to cause any damage. Where it is

determined that a strimmer is likely to cause damage to any immovable object, whether natural or manufactured, shears should be used as a substitute for a strimmer

30.5.4 Path edges should be kept tidy, but no provision is made for 'cheese-edging'.

30.5.5 On conclusion of cutting, all hard areas such as pathways and grave stones should be cleared of cuttings using a blower to leave the area clean, neat and tidy.

### 30.6 **Redesdale Place, MUGA**

30.6.1 Cut and Drop shall take place over the whole area, right up to and including the banks of ditches, up to the boundary hedges, fences, buildings, obstacles and trees. (except where re-seeding or turfing operations would preclude cutting due to the likelihood of damage).

30.6.2 A strimmer should be used where grass is inaccessible to a mowing machine. Strim around all fences, playground fencing, safety surfacing, play equipment, buildings, obstacles and trees to a neat professional finish, taking extra care not to cause any damage. Where it is determined that a strimmer is likely to cause damage to any immovable object, whether natural or manufactured, shears should be used as a substitute for a strimmer

30.6.3 Stones, twigs and any other debris shall be removed from the site as found before cutting.

30.6.4 On conclusion of cutting, all play areas should be cleared of cuttings using a blower to leave the area clean, neat and tidy.

### 30.7 **Maintenance of Verges**

30.7.1 Verges on A429

30.7.2 Verges on Blenheim Way

30.7.3 Verges on Bourton Road

30.7.4 Verges on Church Street

30.7.5 Verges on Evenlode Road

30.7.6 Verges & Greens on Fosseway Avenue

30.7.7 Verges and Greens on High Street

30.7.8 Verges on Hospital Rd/West Street

30.7.9 Verges on London Road

30.7.10 Green on Oriel Grove

30.7.11 Verges on Redesdale Place

30.7.12 Verges on Sankey Grove

30.7.13 Verges on Todenham Road

30.7.14 Verge on Stockwells

30.7.15 Verges on Stow Road

30.7.16 Verges on Swan Close

30.7.17 Cut and Drop shall be carried out each time as far into any hedge as practicable or up to walls or other hard surfaces.

30.7.18 Where it is impossible to cut well into hedges or right up to walls or bordering object and as growth of 'wisps' appear, these shall be cut by strimmer, to include around bases of trees and any immovable objects every cut. Where it is determined that the use of a strimmer is likely to cause damage to any immovable object, whether natural or manufactured, shears should be used as a substitute for a strimmer leaving a neat professional finish, taking care not to cause any damage.

30.7.19 Large Stones, Branches and other larger debris shall be removed from the site as found. On conclusion of cutting, all surrounding pathways should be cleared of cuttings using a blower to leave the area clean, neat and tidy.

30.7.20 Certain householders undertake verge maintenance, however, it is the responsibility of the Service Provider to cut all grass verges within this specification (30.7) and should areas previously maintained by others become 'unmaintained' these shall be automatically undertaken by the Service Provider without notice. There will be no reduction or addition to the Contract sum for such omitted or additional areas.

30.7.21 It is the Service Providers responsibility to report to the Council any damaged verge caused by vehicular access or parking.

### **31. HEDGE CUTTING SPECIFICATION**

31.1 The Service Provider will inspect the areas to be cut prior to work commencing, checking for active bird nesting's and if clear from birds, will remove & dispose of all foreign objects before cutting begins.

31.2 Hedges should be trimmed once between September and February, outside of bird nesting season (March-August inclusive) in accordance with the Wildlife and Countryside Act.

31.3 Hedges should be cut to provide an even appearance and where possible to provide level screening between 1.2 and 1.5 Metres above ground level. Care must be taken when cutting around any immovable objects, tractor mounted flails are not suitable.

31.4 All trimmings are to be removed from site.

31.5 On conclusion of cutting, all surrounding pathways and adjacent areas should be cleared of cuttings using a blower to leave the area clean, neat and tidy.

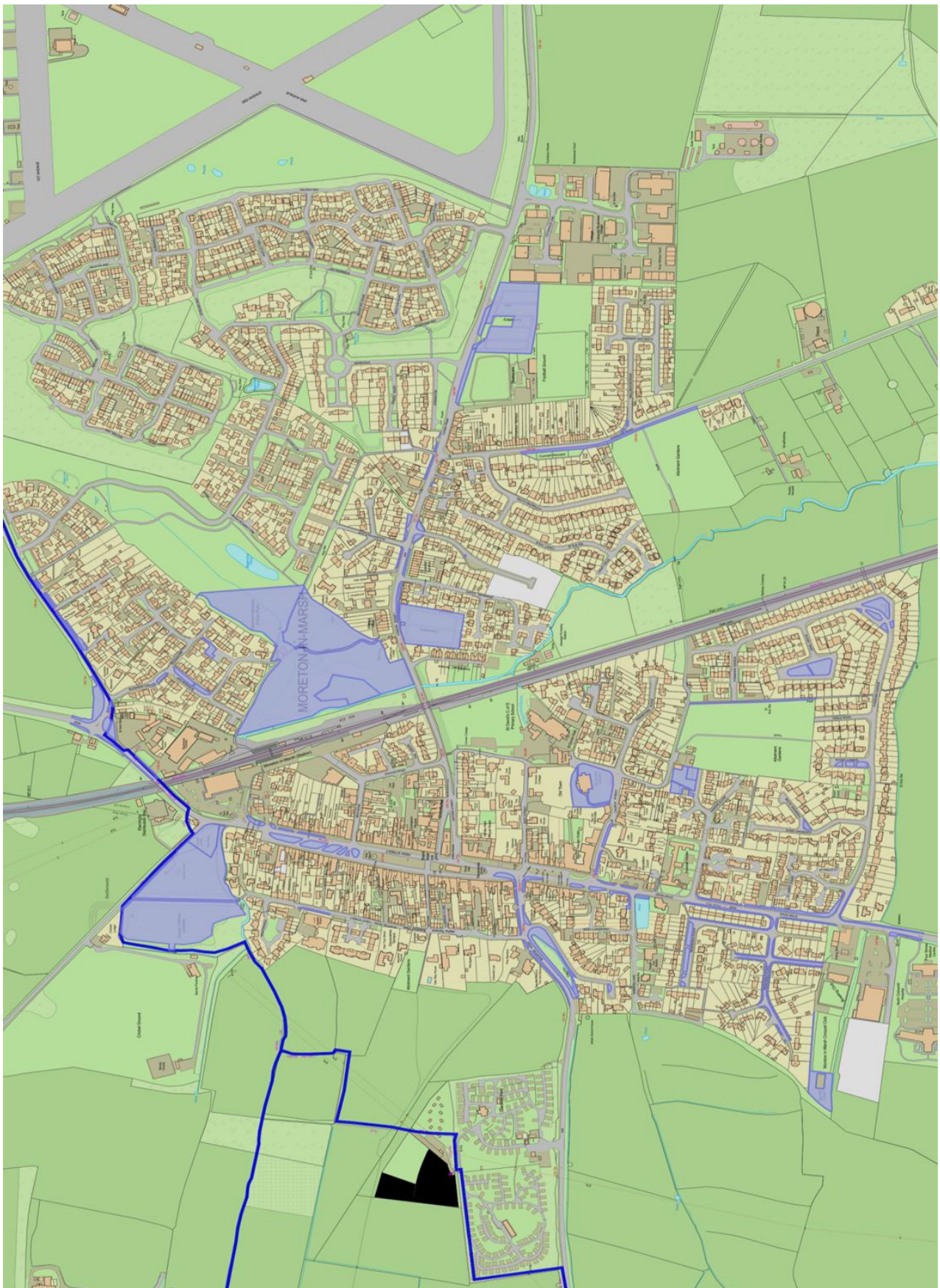
### **32. TREE TRIMMING SPECIFICATION**

32.1 New growth (Suckers) on Lime Trees are to be cut and removed annually during late October, to be removed from ground level to as high as possible,(approximately 5 Metres), using long reach cutting apparatus, to trees on;

- High Street        #11
- Stow Road        #4
- Church Street    #4
- Bourton Road    #8



### **33. MAP OF CUTTING AREAS (in Mid Blue)**





### **34. TENDER DETAILS**

**You must complete and return the following sections to the Council offices by the deadline specified together with a copy of the following for the tender to be considered:-**

- **Pricing Schedule**
- **Health & Safety Policy**
- **Risk Assessment Policy**
- **Three years annual accounts**
- **Any claims against you for damage/negligence over past 3 years**
- **Proof of Insurance**
- **References**
- **Declaration**

You may wish to include additional documentation to aid the response. The Clerk (or Deputy) will open all tenders and redact any information identifying potential Service Providers. In order to expedite this process, it is requested, wherever possible, documentation included within the returned Tender does not bear any Service Provider identification, such as: Company “Headers or Footers”, Brand Marks, Emblems or Logo’s etc.

### **35. EVALUATING TENDERS**

35.1 Each Tender response will be evaluated by a minimum of three Council members. All documents will be provided by the Clerk void of Service Supplier identification.

35.2 Each section of response will be scored 0 (Zero) to 10(Ten) where 0 is the lowest available, given where no response is given and 10 is for the most informed submission. The points percentage weighting is then applied and a final percentage is determined.

35.3 All submissions should preferably include the following information;

- **COST & VALUE FOR MONEY-SCHEDULE OF WORKS – 40%**
- **ORGANISATION AND MANAGEMENT – 10%**
  - How will service be managed
  - Works scheduling/programming arrangements.
  - Communication links between supervisors, work force and Council.
  - Emergency cover arrangements.
  - Complaints procedure.
  - 3yr Damage Claims.
  - Procedures for compliance with Health and Safety at work regulations.
- **TRANSPORT/EQUIPMENT/MACHINERY – 15%**
  - Quantity and details of vehicles and machinery to be used.
  - What is the age profile of the equipment?
  - Maintenance Schedules
  - Arrangements in place of transport/machinery breakdown.
  - Vehicle and plant replacement policy.

- SERVICE DELIVERY – 20%
- Numbers and details of staff assigned to the contract, e.g. experience, training.
- Working Hours Arrangement.
- What arrangements will there be in place to cover for absenteeism.
- Out of normal working hours contact arrangements.
- How staff will be deployed across the various activities.
- Environmental policy including any CO<sup>2</sup> offset policy.
- Uniforms policy.
- I.D. cards.
- Public awareness and interactions.
- Found Lost property handling process.
- Conduct of staff
- Depot Facilities
- Work Programming
  
- OPERATIONAL DETAIL – 10%
- Programme of works for commencement of the contract.
- Initial resourcing of contract, i.e. recruitment arrangements.
- Understanding of Council's standing orders and codes of practice.
- Communication process and systems.
- Locations of depot premises to be used.
- Administration and central support proposals.
- Operational programme.
  
- EXIT STRATEGY – 5%
- Service Providers proposals should indicate what arrangements will be put in place to ensure that there is a seamless transition of service delivery into the following contract including:
- Provision of work programmes.
- Completion of work programmes.
- Liaison with new (if appropriate) service provision.

The required documentation should be returned in a plain envelope to avoid the Service Provider being identified and addressed as follows;

**Grounds Maintenance Tender Return**

The Clerk,  
 Moreton in Marsh Town Council Office  
 Old Town  
 Moreton in Marsh,  
 Gloucestershire  
 GL56 0LW

Via email to:  
[clerk@moretoninmarshtowncouncil.gov.uk](mailto:clerk@moretoninmarshtowncouncil.gov.uk)

With the subject header: **Grounds Maintenance Tender Return**

**PART ONE – COMPLETED PRICING SCHEDULE (Note Clause 29.1)**

Service	When	Cuts	Location Description	Area Sq. M	Length M	No.	Cost
Cut & Collect	October	1	Trees (Limes) High Street			#11	
Cut & Collect	October	1	Trees (Limes) Church Street			#4	
Cut & Collect	October	1	Trees (Limes) Stow Road			#4	
Cut & Collect	October	1	Trees (Limes) Bourton Road			#8	
TOTAL			SUB-TOTAL FOR TREES			#27	

Cut & Collect	October	1	Croft Holm Allotment Hedge		145	M	
Cut & Collect	October	1	Old Town Allotment Hedge		191	M	
Cut & Collect	October	1	Queen Victoria Gardens Hedge		40	M	
TOTAL			SUB-TOTAL FOR HEDGES		376	M	

Cut & Collect	Mar & Sept	2	Swan Close Ditch		118	M	
Cut & Collect	Mar & Sept	2	Redesdale MUGA Ditches		196	M	
Cut & Collect	Mar & Sept	2	Queen Victoria Gardens Ditches		240	M	
Cut & Collect	Mar & Sept	2	Blenheim Meadow Ditches		775	M	
TOTAL			SUB-TOTAL FOR DITCHES CUT & COLLECT		1329	M	

Cut & Collect	Mar-Nov	2	Elizabeth Gardens 80mm/Blenheim Meadow	7322.8			
Cut & Collect	Mar-Nov	18	Queen Victoria Gardens Play Area	1602.51			
Cut & Collect	Mar-Nov	18	Tinkers Close Play Area	320.73			
TOTAL			SUB-TOTAL FOR GRASS CUT & COLLECT		9246.04		

Cut & Collect Then Drop Locally	September	1	Blenheim Meadow Wild Flower Area	2875.74			
			including 1 extra cut at start of contract.				
TOTAL			SUB-TOTAL FOR CUT/COLLECT/DROP		2875.74		

Service	When	Cuts	Location Description	Area Sq. M	Length M	No.	Cost
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Cut & Drop	Mar-Nov	9	Verge A429	83.46		
Cut & Drop	Mar-Nov	9	Verge A429	99.53		
Cut & Drop	Mar-Nov	9	Verge A429	176.76		
Cut & Drop	Mar-Nov	9	Verge A429/Todenham Road	980.11		
TOTAL			SUB-TOTAL Verge A429 AREAS	1339.86		

Cut & Drop	Mar-Nov	9	Verge Blenheim Way	9.27		
Cut & Drop	Mar-Nov	9	Verge Blenheim Way	79.45		
Cut & Drop	Mar-Nov	9	Verge Blenheim Way	166.97		
Cut & Drop	Mar-Nov	9	Verge Blenheim Way	269.78		
TOTAL			SUB-TOTAL Verge Blenheim Way AREAS	525.47		

Cut & Drop	Mar-Nov	9	Verge Church Street	107.38		
Cut & Drop	Mar-Nov	9	Verge Church Street	145.9		
TOTAL			SUB-TOTAL Verge Church Street AREAS	253.28		

Cut & Drop	Mar-Nov	9	Verge Evenlode Road	18.44		
Cut & Drop	Mar-Nov	9	Verge Evenlode Road	23.3		
Cut & Drop	Mar-Nov	9	Verge Evenlode Road	468.11		
Cut & Drop	Mar-Nov	9	Verge Evenlode Road	510.78		
TOTAL			SUB-TOTAL Verge Evenlode Road AREAS	1020.63		

Cut & Drop	Mar-Nov	9	Verge Fosseway Avenue	24.55		
Cut & Drop	Mar-Nov	9	Verge Fosseway Avenue	46.65		
Cut & Drop	Mar-Nov	9	Verge Fosseway Avenue	85.58		
Cut & Drop	Mar-Nov	9	Verge Fosseway Avenue	186.78		
Cut & Drop	Mar-Nov	9	Verge Fosseway Avenue	674.47		
Cut & Drop	Mar-Nov	9	Verge Fosseway Drive	101.04		
TOTAL			SUB-TOTAL Verge Fosseway AREA	1119.07		

Service	When	Cuts	Location Description	Area Sq. M	Length M	No.	Cost
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Cut & Drop	Mar-Nov	9	Verge Oriel Grove	502.56		
Cut & Drop	Mar-Nov	9	Verge Oriel Grove	770.93		
TOTAL			SUB-TOTAL Verge Oriel Grove AREAS	1273.49		

Cut & Drop	Mar-Nov	9	Verge Sankey Grove	68.88		
Cut & Drop	Mar-Nov	9	Verge Sankey Grove	108.27		
Cut & Drop	Mar-Nov	9	Verge Sankey Grove	159.07		
TOTAL			SUB-TOTAL Verge Sankey Grove AREA	336.22		

Cut & Drop	Mar-Nov	9	Verge Stockwells	7.42		
TOTAL			SUB-TOTAL Verge Stockwells AREA	7.42		

Cut & Drop	Mar-Nov	9	Verge Redesdale Place	3.97		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	13.17		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	20.8		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	30.51		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	35.14		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	36.61		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	43.41		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	46.42		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	50.58		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	68.22		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	73.11		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	95.56		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	203.34		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	275.73		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	286.28		
Cut & Drop	Mar-Nov	9	Verge Redesdale Place	295.71		
TOTAL			SUB-TOTAL Verge Redesdale Place AREA	1578.56		

Service	When	Cuts	Location Description	Area Sq. M	Length M	No.	Cost
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Cut & Drop	Mar-Nov	9	Verge Todenham Road	22.33		
Cut & Drop	Mar-Nov	9	Verge Todenham Road	45.02		
Cut & Drop	Mar-Nov	9	Verge Todenham Road	51.7		
Cut & Drop	Mar-Nov	9	Verge Todenham Road	77.78		
Cut & Drop	Mar-Nov	9	Verge Todenham Road	80.99		
Cut & Drop	Mar-Nov	9	Verge Todenham Road	199.38		
Cut & Drop	Mar-Nov	9	Verge Todenham Road	200.72		
Cut & Drop	Mar-Nov	9	Verge Todenham Road	464.21		
TOTAL			SUB-TOTAL Verge Todenham Road AREA	1142.13		

Cut & Drop	Mar-Nov	9	Verge Hospital Road/West Street	88.93		
TOTAL AREA			Hospital Road/West Street TOTAL AREA	88.93		

Cut & Drop	Mar-Nov	9	Verge London Road	4.76		
Cut & Drop	Mar-Nov	9	Verge London Road	9.66		
Cut & Drop	Mar-Nov	9	Verge London Road	27.51		
Cut & Drop	Mar-Nov	9	Verge London Road	71.4		
Cut & Drop	Mar-Nov	9	Verge London Road	74.32		
Cut & Drop	Mar-Nov	9	Verge London Road	98.15		
Cut & Drop	Mar-Nov	9	Verge London Road	107.52		
Cut & Drop	Mar-Nov	9	Verge London Road	161.55		
Cut & Drop	Mar-Nov	9	Verge London Road	196.98		
Cut & Drop	Mar-Nov	9	Verge London Road	333.7		
Cut & Drop	Mar-Nov	9	Verge London Road	600.2		
Cut & Drop	Mar-Nov	9	Verge London Road/Stockwells	117.57		
Cut & Drop	Mar-Nov	9	Verge London Road/Stockwells	122.92		
TOTAL AREA			Verge London Road TOTAL AREA	1926.24		

Service	When	Cuts	Location Description	Area Sq. M	Length M	No.	Cost
Cut & Drop	Mar-Nov	9	Verge Bourton Road	23.17			

Cut & Drop	Mar-Nov	9	Verge Bourton Road	41.9		
Cut & Drop	Mar-Nov	9	Verge Bourton Road	52.49		
Cut & Drop	Mar-Nov	9	Verge Bourton Road	57.24		
Cut & Drop	Mar-Nov	9	Verge Bourton Road	87.18		
Cut & Drop	Mar-Nov	9	Verge Bourton Road	131.26		
Cut & Drop	Mar-Nov	9	Verge Bourton Road	231.22		
Cut & Drop	Mar-Nov	9	Verge Bourton Road/Swan Close	1212.86		
TOTAL AREA			Verge Bourton Road TOTAL AREA	1837.32		

Cut & Drop	Mar-Nov	9	Verge Stow Road	38.62		
Cut & Drop	Mar-Nov	9	Verge Stow Road	47.05		
Cut & Drop	Mar-Nov	9	Verge Stow Road	96.98		
Cut & Drop	Mar-Nov	9	Verge Stow Road	100.27		
Cut & Drop	Mar-Nov	9	Verge Stow Road	125.01		
Cut & Drop	Mar-Nov	9	Verge Stow Road	127.2		
Cut & Drop	Mar-Nov	9	Verge Stow Road	134.96		
Cut & Drop	Mar-Nov	9	Verge Stow Road	149.07		
Cut & Drop	Mar-Nov	9	Verge Stow Road	168.86		
Cut & Drop	Mar-Nov	9	Verge Stow Road	175.44		
Cut & Drop	Mar-Nov	9	Verge Stow Road/Fosseway Avenue	339.38		
Cut & Drop	Mar-Nov	9	Verge Stow Road/Fosseway Avenue	579.25		
Cut & Drop	Mar-Nov	9	Verge Stow Road/Redesdale Place	523.5		
TOTAL AREA			Verge Stow Road TOTAL AREA	2605.59		

Cut & Drop	Mar-Nov	9	Verge Swan Close	53.46		
TOTAL AREA			Verge Swan Close TOTAL AREA	53.46		

Service	When	Cuts	Location Description	Area Sq. M	Length M	No.	Cost
Cut & Drop	Mar-Nov	18	Tinker's Close	36.71			
Cut & Drop	Mar-Nov	18	Tinker's Close Open Area	335.53			

Cut & Drop	Mar-Nov	18	Tinker's Close Open Area	815.58		
Cut & Drop	Mar-Nov	18	Redesdale Place MUGA	1572.74		
Cut & Drop	Mar-Nov	18	Blenheim Meadow	30701.78		
Cut & Drop	Mar-Nov	18	Blenheim Way Play Area	261.86		
TOTAL			TOTAL FOR 18 CUTS AREAS	33724.2		

Cut & Drop	Mar-Nov	19	Verge High Street	29.19		
Cut & Drop	Mar-Nov	19	Verge High Street	41.3		
Cut & Drop	Mar-Nov	19	Verge High Street	56.08		
Cut & Drop	Mar-Nov	19	Verge High Street	86.27		
Cut & Drop	Mar-Nov	19	Verge High Street	95.98		
Cut & Drop	Mar-Nov	19	Verge High Street	133.42		
Cut & Drop	Mar-Nov	19	Verge High Street	151.36		
Cut & Drop	Mar-Nov	19	Verge High Street	218.4		
Cut & Drop	Mar-Nov	19	Verge High Street	237.75		
Cut & Drop	Mar-Nov	19	Verge High Street	381.5		
Cut & Drop	Mar-Nov	19	Verge High Street	420.86		
TOTAL AREA			Verge High Street TOTAL AREA	1852.11		

Cut & Drop	Mar-Nov	19	Top Cemetery	8075.62		
Cut & Drop	Mar-Nov	19	St. David's Churchyard	5.52		
Cut & Drop	Mar-Nov	19	St. David's Churchyard	992.77		
Cut & Drop	Mar-Nov	19	St. David's Churchyard	2286.75		
Cut & Drop	Mar-Nov	19	London Road/Bottom Cemetery	5867.67		
TOTAL			Cemetery TOTAL AREA	17228.33		

Service	When	Cuts	Location Description	Area Sq. M	Length M	No.	Cost
Cut & Drop	Mar-Nov	19	Queen Victoria Gardens East	9774.93			
Cut & Drop	Mar-Nov	19	Queen Victoria Gardens West	11002.61			
TOTAL			Queen Victoria Gardens TOTAL AREA	20777.54			



TOTAL		TOTAL FOR CUT AND DROP			
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COMPLETE SERVICE	TOTAL FOR COMPLETE SCHEDULE	
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Daily Charge	Daily		Operative Daily Charge			#1	
Hourly Charge	Hourly		Operative Hourly Charge			#1	

KEY:

	1 Cut
	2 Cuts
	9 Cuts
	18 Cuts
	19 Cuts
	Cut & Collect Trees & Hedges
	Cut & Collect Grassed Areas
	Cut, Collect & Drop locally (Wild Flower area only)
	Cut & Drop Grassed Areas

## **PART TWO – ORGANISATION DETAILS**

Name & Address of organisation.....

Postcode .....

Type of organisation (Sole trader, Partnership, Ltd company, Association, Other)

.....

Length of time organisation has been operating

.....

Name of contact

.....

Position

.....

Telephone number

.....

Email Address

.....

### **PART THREE**

**Please answer either YES or NO. Where the answer is YES to either question, full details must be provided on an additional page.**

Has the organisation or any director, partner or any other person who has powers of representation, decision or control been convicted of any offence?

YES/NO

Has the organisation or any director, partner or any other person who has powers of representation, decision or control been or is declared bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against them or is the subject of an order by the court for the company's winding up?

YES/NO

### **PART FOUR - HEALTH & SAFETY**

Do you/your organisation have a written Health & Safety policy?

YES/NO

If YES, Please supply a copy with the tender, if NO, please detail why not.

Please advise of details of health & safety training you/your organisation provides to employees and sub-contractors and how you/your organisation obtains health & safety advice.

Please advise details of how you manage health & safety at work.

Please provide details of any Improvement or Prohibition Notices or Prosecutions served by the Health & Safety Executive, and explain what improvements you have made to make sure they do not recur.

Please provide details on how you/your company direct employees to ensure adherence to the works specification within the contract.

## **PART FIVE - REFERENCES**

Name of customer 1 .....

Customer contact (name/telephone number/email)

Contract start and finish dates .....

Value of contract  
.....

Brief description of contract

Name of customer 2 .....

Customer contact (name/telephone number/email)

Contract start and finish dates .....

Value of contract  
.....

Brief description of contract

## **PART SIX - DECLARATION**

- I/We declare that to the best of my knowledge the answers submitted are correct.
- I/We understand that the information will be used to assess my/our organisations suitability to be invited to tender for the works specified.
- I/We understand that by signing this document, I/We have the relevant authority to sign on behalf of my/our organisation and by signing are accepting the terms and conditions of the contract as specified in this agreement in their entirety should our tender be accepted by the Council.
- I/We understand that the Council may reject this application if there is a failure to answer all relevant questions fully or a failure to supply all supporting documentation required or if I/We provide false or misleading information.
- I/We confirm that this is a bona fide tender, intended to be competitive, and I/We have not fixed or adjusted the amount of the tender with any agreement or arrangement with any other person.
- I/We confirm that I/we have not done and will not before the deadline:
  - communicate to any person the amount or approximate amount of the proposed tender (except where the disclosure has been made in confidence to obtain insurance premium quotations required for preparing the tender)
  - enter into any agreement with any other person whereby they will refrain from tendering or as to the amount of any tender to be submitted
  - offer an inducement of any kind in relation to obtaining this or any other contract with the Council

‘Person’ includes any individual, councillor, partnership, association, or body either corporate or incorporate.

‘Agreement or arrangement’ includes any transaction formal or informal and whether legally binding or not.

Signed .....

Print Name .....

Position .....

For and on behalf of

.....

Date .....