

PICKERING TOWN COUNCIL

TENDER FOR

GRASS CUTTING: TOWN VERGES AND SEVEN PLAY AREAS

TENDER CLOSING TIME AND DATE:

12 NOON, 9 DECEMBER 2016

**The Town Clerk
Pickering Town Council
Memorial Hall
Potter Hill
PICKERING
YO18 8AA**

**01751 476503
townclerk@pickering.gov.uk**

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SECTION 1

HOW TO TENDER

SECTION 1

HOW TO TENDER

General

1. The Council is seeking tenders for cutting the town's verges (45827 sq ms) and the grass, in the town Council's seven play areas. North Yorkshire County Council owns the verges but the Council is responsible to the principal authority for cutting them. The play areas are located in Manor Drive, Greenlands, Paddock Close, Garden Way, Otter Drive, Troutbeck Close and Hawthorn Lane.
2. The contract shall be for a two year period commencing on 1 April 2017; however, the Council has the power to extend the contract for a further year. Should the Council decide to extend the contract and the Contractor is willing to do so, the contract shall be adjusted by RPI to reflect the increase in inflation between 1 April 2017 and 1 April 2019. No other adjustment or re-negotiation of the price will therefore be possible for the extended period except, of course, if the specifications change.
3. Either the Council or the Contractor may give one month's written notice to terminate the contract after six months from its commencement.

Evaluation

4. The Council shall evaluate tenders by considering the following principal factors:
 - (a) compliance with tender documentation;
 - (b) tender submission including rates and prices;
 - (c) references.
5. The Council does not bind itself to accept any tender or the lowest tender but every effort will be made to reach a preliminary decision on the award of the contract on 19 December 2016. Tenders should therefore remain open for acceptance until that date.

Canvassing etc

6. Any tenderer who canvasses any member or officer of the Council, whether directly or indirectly, relating to the award of this contract will be disqualified.

7. If the tenderer:
- (a) fixes or adjusts the amount of the tender by arrangement with any other person; or
 - (b) communicates to any person other than the Council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or
 - (c) agrees with any other person that they will agree not to tender or as to the amount of any other tender to be submitted; or
 - (d) offers or pays any sum of money to any person to induce such a person to accept the tender,

then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

How to complete the tender

8. (a) Tenders must be calculated with careful reference to the contents of the contract.
- (b) Tenderers must supply with their tender a summary of how they would provide the service. The Council will reserve the right to discuss these statements with tenderers and their consideration will form part of the overall tender evaluation. The statement submitted should identify the resources which the Contractor would use for the service including professional and other staff, experience and qualification, and all other relevant matters.
- (c) Tenderers must also submit with their tender:
- (i) a certificate signed by their insurance company or agent to the effect that the tenderer carries the professional insurance required under the contract conditions.
 - (ii) Details of two referees – one trade and one financial. The Council will contact all referees as part of the tender evaluation process.
 - (iii) If the tenderer is an agent, details of its principal.
- (d) Rates and Prices
- (i) All rates and prices should be quoted exclusive of VAT.
 - (ii) Rates and prices quoted should be on a per annum basis of equal amounts for each year. Tenderers should complete the schedule of rates attached to the tender.
 - (iii) All travelling time and expenses should be included in the tender rates and prices.
 - (iv) No additional payment will be made in respect of any changes in the cost to the Contractor of labour, materials and plant employed in carrying out the work.

Compliance with tender documents

9. Tenders made must be in accordance with all the contract documentation and no changes should be made to tender documents. Similarly tenders must not be accompanied by statements making the tender qualified in any way.

General

10. Any enquiries relating to the contract documents (for all the contract areas) should be addressed to Mr J A Husband, Town Clerk, Pickering Town Council, Memorial Hall, Potter Hill, Pickering, YO18 8AA (Tel: 01751 476503; e-mail: townclerk@pickering.gov.uk).

How and where to return the tender

11. Tenderers must complete and sign the form of tender; where a tenderer is an individual the tender must be signed by that individual, where the tenderer is a partnership the tender must be signed by two authorised partners and where a tenderer is a company two directors or a director and the secretary should sign. Where the tenderer is a local authority the responsible officer/s should sign. All signatories must be authorised to sign on the tenderer's behalf.
12. Tenders must be returned in an envelope to Mr J A Husband, Town Clerk, Pickering Town Council, Memorial Hall, Potter Hill, Pickering, YO18 8AA by MID-DAY ON 9 DECEMBER 2016. If tenders are delivered by hand a receipt will be supplied upon request. THE TENDER ENVELOPE AND ITS FRANKING MUST NOT BEAR ANY INDICATION OF THE TENDERER'S IDENTITY AND THE ENVELOPE MUST ONLY BE MARKED "TENDER FOR VERGE AND PLAY AREA GRASS CUTTING".

SECTION 2

THE TENDER

SECTION 2

THE TENDER

NB:

- You should only complete the tender after you have read and fully understood all the contract documents.

- Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgements in tendering.

- *If you have any doubt at all on how to complete the tender, please contact the Town Clerk on 01751 476503 or townclerk@pickering.gov.uk. Remember that once the tender has been submitted you will not have the opportunity to alter its contents. Once the Council has accepted the tender, the contract will be in force for the full contract period and you will not be able to withdraw from the arrangement without risking liability for breach of contract.*

TO: Pickering Town Council, Memorial Hall, Potter Hill, Pickering, YO18 8AA.

1. We tender to carry out the work and provide the services referred to in the contract in accordance with the details set out overleaf. We agree that this tender together with the Council's written acceptance will constitute a contract between us.
2. We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we agree not to do at any time before the tender closing date any of the following:
 - (a) communicating to a person the amount or approximate amount of the proposed tender except where the disclosure in confidence of the approximate amount of the tender was necessary to obtain insurance premium quotations required in connection with the preparation of the tender;
 - (b) entering into any arrangement or agreement with any other person that he should refrain from tendering or as to the amount of any tender submitted;
 - (c) offering to pay any sum of money or gift to any person for doing any of the acts in (a) or (b).

Signed.....

Date.....

Address.....

.....

.....

Telephone:.....

e-mail:.....

VERGE CUTTING and GRASS CUTTING OF PLAY AREAS

Please answer the following questions, continuing on separate sheets if necessary.

1. Experience

2. Location

Please give the location of your head office and any regional/branch office if relevant.

3. Insurance

Please provide details of your insurance and indemnity cover. As a minimum, the Council requires £10 million public liability insurance.

4. References

Please provide contact details of:

(a) two organisations for whom you provide a similar service to the service described in the specification below:

(b) one credit reference

5. Approach to service

Please specify your approach to the service including details of staff, equipment, health and safety and quality assurance.

It is a requirement that the tenderer explains how he/she will deal with employee absence through sickness, holidays or other reasons to ensure that the contract specifications are met regularly and to the required standard.

It is assumed that the verges and the grass in the play areas will be cut using mechanical mowers and trimmers used to tidy up edges. It is essential that cut grass that falls onto the highway or footpaths is swept or blown back onto the verge. Please confirm that this will be so and provide details of the mowers to be used.

The tenderer should provide the cutting schedule to be followed.

6. Rates and prices

a) Cost per annum of 12 cuts of the verges (to include removal of all cut vegetation on Potter Hill, following cutting of daffodils by the end of May) and 15 cuts of the play areas (to include clearance of litter etc from each play area prior to cutting, and removal of any plant growth from the safety bark surfaces on each visit to Paddock Close and Manor Drive play areas). £.....

b) Non programmed cutting: verges
The Contractor may be asked to make additional cuts of some areas of verge from time to time. Tenderers should quote a rate per hour. £.....

c) Non programmed cutting: play areas
In the event the Contractor is asked to cut the play areas over and above the specified fifteen cuts, tenderers should quote a price for an extra cut. £.....

SECTION 3

THE AGREEMENT

The following document is the form of agreement which the successful tenderer will be required to sign with the Council after award of the contract.

SECTION 3
THE AGREEMENT

Date

The Council

**Pickering Town Council of the Memorial Hall, Potter Hill,
Pickering, YO18 8AA.**

The Contractor

BACKGROUND

1. The Council has invited tenders for cutting the town's verges and the Council's seven play areas.
2. The Contractor has submitted a tender which has been accepted by the Council for the service.

THE AGREEMENT

1. The following documents are incorporated into this agreement:
 - (i) The tender accepted by the Council (including all the documents referred to in the tender).
 - (ii) The contract conditions.
 - (iii) The specification.
2. The documents in 1 are termed "the contract documents".
3. In consideration of the amounts to be paid for the service by the Council in accordance with the contract documents the Contractor agrees with the Council to provide the service to the Council's satisfaction in accordance with contract documents.

SIGNED by

.....(for the Council)

.....(for the Contractor)

duly authorised signatories.

SECTION 4

CONTRACT CONDITIONS

SECTION 4

CONTRACT CONDITIONS

1. TERM

- 1.1 Subject to 1.1 and 1.2 below the contract shall commence on 1 April 2017 and terminate on 31 March 2019 (“the contract term”); however, the Council has the power to extend the contract for a further year. Should the Council decide to extend the contract and the Contractor is willing to do so, the contract will be adjusted by RPI to reflect the increase in inflation between 1 April 2017 and 1 April 2019. No other adjustment or re-negotiation of the price will therefore be possible for the extended period except, of course, if the specifications change.
- 1.2 Either the Council or the Contractor may give one month’s written notice to terminate the contract after six months. No reason need be given for such notice.

2. SERVICE PROVISION

- 2.1 The Contractor shall provide the service to the contract standards referred to in the specification and to the Council’s satisfaction.

3. PAYMENT

- 3.1 The Council agrees to pay the Contractor for the service at the rates and prices (“the contract charges”) referred to in the tender.
- 3.2 The Contractor will inform the town clerk every time that the verges and play area grass are about to be cut and also on completion of the work.
- 3.3 The Contractor shall submit invoices to the Council in a form acceptable to the Council every month. The invoice will show the total amount of contract charges due for the cut and such other details as the Council may require. The Council will pay undisputed invoices within 30 days following the receipt of the invoice.
- 3.4 The Council shall consider and verify all invoices submitted by the Contractor in a timely fashion and any undue delay in doing so is not sufficient justification for failing to regard an invoice as valid and undisputed.
- 3.5 If the Council grants permission to the Contractor to sub-contract any part of the Contract the Contractor shall ensure that any sub-contract awarded by the Contractor includes the same provisions as clause 3.3 and 3.4, and that such terms are passed down through the supply chain.

4. EMPLOYEES

- 4.1 The Contractor must employ sufficient numbers of appropriately trained and experienced staff to ensure that the service is provided to the contract standard at all times including periods of absence through staff holiday, illness or otherwise. Should the Contractor himself undertake the work he must make provision for the work to be done by an appropriately trained and experienced replacement during periods of absence through holiday, illness or otherwise.
- 4.2 If the Council has grounds for concern about the actions, behaviour or record of any person involved in the provision of the service, the Council shall make representations to the

Contractor who will use its best endeavours to comply with any recommendation made by the Council regarding the provision of the service by that person.

5. ASSIGNMENT AND SUB-CONTRACTING

- 5.1 The Contractor shall not assign or sub-contract the contract or any part of it without the Council's prior written consent.
- 5.2 If the Council consents in writing to a sub-Contractor being used in the performance of the contract then the Contractor shall pay the sub-Contractor within 30 days of receiving an undisputed invoice.

6. INDEMNITY AND INSURANCE

- 6.1 The Contractor agrees to indemnify the Council against all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of the Contractor's failure to provide the service to the contract standard except where attributable to the Council's own negligence or that of its servants or agents.
- 6.2 The Contractor shall maintain adequate insurance to cover the potential liability in 6.1 which shall be for the minimum sum of £10 million in respect of any one occurrence.
- 6.3 The Contractor shall also take out and maintain in force with a reputable insurance company all appropriate insurance policies against loss and damages arising from the fault or negligence of the Contractor in the provision of the service.
- 6.4 The Contractor shall if requested by the Council produce a certificate of insurance certifying that the insurance referred to in this condition is in force and the Contractor shall not cancel or alter such insurance without first giving to the Council one month's prior notice in writing.

7. STATUTORY REQUIREMENTS

- 7.1 The Contractor shall comply with all relevant legislation relating to the provision of the Service; including, but with limitation, the provisions of the Health and Safety at Work Act 1974 and the COSHH regulations. The Council may require the Contractor to provide a copy of its health and safety policy at any time during the contract term.

8. EQUIPMENT

- 8.1 The Contractor shall ensure that all equipment relating to the provision of the service is kept in safe working order and that all people using it are fully trained in its operation.

9. DISPUTE RESOLUTION

- 9.1 If a dispute or difference has arisen between the Council and the Contractor relating to this agreement both parties shall use all reasonable endeavours to resolve the dispute and to this end shall meet as soon as possible with a view to discussing and resolving the matter. This clause will not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

10 BREACH OF CONTRACT

10.1 If the Contractor:

- (a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Council; or
- (b) has committed an offence under the Prevention of Corruption Acts 1889 to 1916; or
- (c) becomes bankrupt; or
- (d) has a receiving order made against it; or
- (e) presents its petition in bankruptcy; or
- (f) is subject to a winding up order; or
- (g) has a receiver appointed; or
- (h) is in persistent and/or material breach of contract (by failure to achieve the contract standards or otherwise); then

the Council shall terminate the contract immediately and recover all losses resulting from such termination.

11. GENERAL

- 11.1 The Council may require the service to be varied at any time upon such terms as may be agreed with the Contractor and, where appropriate, the variation shall include provision for adjustment of the contract charges. Such variation may apply to additional or reduced work or different categories of work.
- 11.2 All variations shall be recorded in writing and attached to this agreement.
- 11.3 This agreement is governed by English law.
- 11.4 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement.
- 11.5 The Contractor shall not be liable for any default in the provision of the Service caused by any relevant factor beyond the Contractor's control (eg Act of God, strikes, Act of Government, Force Majeure, etc).
- 11.6 Any notice to be served on the Contractor or the Council shall be sent by recorded delivery to their respective addresses referred to in the Agreement.
- 11.7 This agreement represents the complete agreement between the Council and the Contractor and supersedes all other undertakings, statements and agreements relating to the service.

SECTION 5

THE SPECIFICATION

SECTION 5

SPECIFICATION

1.0 **Introduction**

- 1.1 The Contractor is required to cut areas of grass within the highway and the seven play areas as indicated on the contract plans in paragraph 6 below.
- 1.2 The Council's authorised officer may request additional works in addition to the routine verge cutting specified in the specification and these shall be paid for in accordance with the contract.
- 1.3 The Contractor is to inform the authorised officer either by telephone or e-mail at the commencement of a cut and on its completion. This is to enable the authorised officer to deal with queries and complaints from members of the public.

2.0 **Authorised Officer**

- 2.1 The authorised officer is the town clerk.

3.0 **Safety Requirements**

- 3.1 Consideration must be given to all risks associated with the works when planning grass cutting operations. These include not only risks to the operative but also to all highway users and members of the public who are in the play areas when the grass is being cut.

Note, in particular, that the Council requires information, as to how traffic is to be managed when the verge at Castle Bank is being cut.

- 3.2 At all times signage in accordance with Chapter 8 of the Traffic Signs Manual must be used.
- 3.3 At all times operatives must wear high visibility garments in accordance with BSEN 471 class 3.
- 3.4 Operatives must:
- a) always check the area of grass prior to cutting, remove and dispose in a licensed tip any debris that is likely to cause a risk to the public, the operative or the grass cutting machinery e.g. litter, stones, bottles, cans etc;
 - b) always remove items such as wheelie bins, bin bags etc. before cutting commences and replace them when cutting is complete;
 - c) take particular care when members of the public are in the vicinity of the grass cutting machinery and stop the machinery and engine if a member of the public approaches the machine;
 - d) never leave the machinery whilst the engine is still running nor attempt any adjustments, blockage clearance etc. without closing down and isolating the engine;
 - e) return to an area of verge that has not been cut (because of proximity of a parked vehicle and risk of cut grass or, for example, stones or debris impacting on the vehicle) as soon as possible to cut it.

- 3.5 Grass cutting machinery must never be operated by any person unless they are qualified, or under supervised training to do so.

- 3.6 All grass cutting machines shall be fitted with at least one flashing amber beacon to be operated whilst engaged in the works. If one beacon is likely to become obscured by

movement of the cutter or other equipment during the work then a second beacon must be fitted.

4.0 Grass cutting standard and frequency

- 4.1 The areas of grass indicated on the contract plans shall be cut by cylinder or rotary cutters, strimmer (or similar appliance) where applicable.
- 4.2 Twelve verge cuts will be required by the Council during each year of the contract period and the sward is to be an average of 50mm (excluding flower heads where appropriate) in height on completion of each cut and where strimming is carried out. Grass cutting on fifteen occasions per annum on a regular cycle of not less than two weeks to maintain a finished length of 50 mm will be required for the seven play areas.
- 4.3 The Contractor is required to clear the play areas of litter, broken glass and any accumulation of rubbish and remove to litter bins prior to cutting the grass. And dig out and remove from the Paddock Close and Manor Drive play areas, any plant growth in the play bark safety surfaces. The cost to be included in the price per cut.
- 4.4 Swathes and cuts must overlap to ensure that no grass is left uncut.
- 4.5 Any areas of flowers in bloom, such as crocuses, daffodils, bluebells etc, shall not be cut until they are dying back. Contact the authorised officer if in doubt. For the daffodils on Potter Hill see 5.1 below.
- 4.6 All edges abutting footways, cultivated areas, walls etc are to be carefully cut back using a strimmer or similar approved appliance. Grass around the base of trees, posts, lighting columns, public seats etc is to be cut back in the same way, taking care not to damage any of them. The Contractor is liable to make good at his own expense any damage to such items. No herbicide is to be used to stop grass growth around the base of trees, posts, lighting columns etc.
- 4.7 The presence of stands of injurious plants and weeds shall be reported to the authorised officer (eg Spear Thistle, Ragwort, Giant Hogweed, Japanese Knotweed, Himalayan Balsam).

5.0 Removal of grass cuttings

- 5.1 Cut grass shall remain on the area being cut and at the end of cutting all adjacent footways, channels and carriageways shall be clear of cut grass. The exception is that once the daffodils on Potter Hill have died back and the grass is cut, grass, daffodils, leaves and weeds etc are to be removed and disposed of. This is to be done by the end of May. Care must be taken to ensure that cut grass does not enter or cover gulleys. Cut grass in the play areas shall remain in the amenities.
- 5.2 Cut grass shall only be removed from the verge only on the instruction of the authorised officer. The Council has no objection to the Contractor removing cut grass and using it for his own purposes if it is done at his own expense.

6.0 Contract areas

Please see enclosed plans. Should a tenderer have any doubts as to the extent or location of any particular section of verge or play area, he should contact the town clerk asap.