

BERRYFIELDS MAINTENANCE
TENDER FROM 1ST APRIL 2024
TO 31ST MARCH 2027
BROADWAS & COTHERIDGE
PARISH COUNCIL

Lisa Law Parish Clerk
BROADWAS AND COTHERIDGE PARISH COUNCIL
Office 9 The Old Vicarage,
1 Rowberry Street
Bromyard
Herefordshire
HR7 4DU.
clerk@broadwascotheridge-pc.gov.uk

Closing date for applications is 4th March 2024.

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A. Invitation to Tender.

Broadwas and Cotheridge Parish Council ("the Council") hereby invites tenders for the carrying out of the Service of Berryfields Maintenance Contract to cover the following:

- A. Grass Cutting in accordance with the Contract documents.
- B. Strimming – as above

The Prices submitted must indicate the rate for carrying out each element of the Contract.

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.

Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Officer by no later than two weeks before the closing date.

The tender shall be submitted ONLY on the attached Form of Tender.

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.

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

If having examined the tender documents, you wish to submit a tender you should:

- a) Fully complete and return the following documents:
 - i. Tender Form
 - ii. Declaration & Company Details Form

- b) Return tenders and all related documentation by MONDAY 4th March 2024 by email to clerk@broadwascotheridge-pc.gov.uk *Tenders received late will not be considered.*

B. Standard Contract Conditions

Officer. The officer will be the Parish Clerk.

Extent of Work.

The work will comprise of the cutting of grass on Berryfields which is owned by the Council together with associated grass verges. (See site plan attached)

Grass Cutting: The height of cut to be appropriate for the use of the space and as agreed with the Officer. To include grass removal from all play safety surfaces as well as footpaths and seating areas by sweeping or blower. Although a specific number of cuts has been set for the tender these may be varied according to seasonal grass growth and by agreement with the Officer Only.

Strimming around play equipment, outside furniture, path edges, trees, bushes, fences, hedges and all other authorized site fixtures and fittings.

Site Details: Berryfields Play Area and Football Pitch, Broadwas, Worcestershire, WR6 5NE.

Site Access: On A44 in Broadwas, Worcestershire, via the car park at Broadwas C of E Primary School, WR6 5NE.

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

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

Duration of Contract: The duration of the Contract will be THREE YEARS commencing 01 APRIL 2024 to 31 MARCH 2027 inclusive, with annual performance reviews. Tenders are to be priced on a per cut basis. There will be no opportunity to alter the rates tendered during the full term of the contract.

Payment to Contractor: The Contractor will submit a monthly invoice, (by the end of the month for it to be authorized for payment at the next Council meeting) throughout the cutting season for all work carried out. Invoices submitted during August will not be paid until September due to there being no Parish Council meeting that month. Invoices submitted after the end of the month will not be paid until the following month unless the Officer has sufficient time to include them on the Parish Council Agenda.

Termination of Contract: Either party may, without reason, terminate the Contract, in

writing, giving no less than Three Months' Notice.

Insurance: The Contractor is required to have a minimum of £5,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Officer prior to commencement of the Contract and annually thereafter. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or 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. Any damage caused to any property during the performance of this contract must be reported to the Officer immediately and any costs involved to rectify the damage will be the responsibility of the contractor.

Health & Safety: The Contractor shall comply with all relevant statutory requirements (including Health and Safety at Work Legislation) in carrying out the services described in this agreement. All works will be carried out in accordance with the Safety at Street Works and Road Works: Code of Practice 2013.

Notes to Tenderers:

- i. Attention is drawn to the Form of Tender and Standard Contract Conditions. These documents must be read in conjunction with the Specification of Works, Plans and Schedule of Works. Contractors are advised to carefully read all documentation.
- ii. 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 and expenses, and all general risks, liabilities and obligations, but EXCLUDING VAT (if applicable)
- iii. A price shall be inserted against each item on the Form of Tender for each element of the contract tendered for.
- iv. No alteration to the text of the Form of Tender is to be made by the Contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed Schedule will be adhered to.
- v. 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.
- vi. Invoices presented for payment must include a schedule of the works completed including the dates of the work.
- vii. Contractors are asked to contact the Officer if any clarification is required.

C. Specification of Works

1. Prior to cutting or trimming any area, the Contractor will ensure that the site is free of any significantly large stones and all paper, tins, bottles and other debris on the cutting area.
2. The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any such potential hazards.
3. The Contractor will at all times during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Council.
4. The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained so as to present no danger to the operator, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide his staff with all safety equipment, (boots, reflective vests etc.), and will ensure that staff use these at all times they are engaged in work for the Council.
5. During the period of the Contract no growth regulators of any form will be applied to any area of turf without the Council sanctioning such an operation in writing, in advance.
6. All grass will be cut cleanly and evenly without damaging the existing surface and with sufficient overlap between passes of the cutter.
7. The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure, where applicable, that all grass clippings and other arising's are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc., by sweeping or using a blower.
8. Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
9. Since it is not possible to predict accurately the precise number of mowing's which may be required on any site in any one year, the Schedule of Works includes a minimum number of mowing's, but the Contractor will be paid on a pro-rata basis for additional cuts, dependent upon the prevailing weather conditions throughout the growing season and at the discretion and direction of the Council. Any additional works that are carried out without prior authorisation by the Officer will not be paid for.
10. Mowing will take place on the full area of grass at the site, up to all path edges, fencing, play equipment, obstacles and any other boundaries.

11. Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense.
12. 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 cutting "divots" from the machine rollers or cutters.
13. Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at his own expense reinstate such damage forthwith to the satisfaction of the Council.
14. Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting, and replaced before the Contractor leaves the site.
15. Mowing around obstructions including seats, trees, fence lines, posts, stones and kerbs and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate to ensure neat edges to paths etc.
16. If used, strimmer's must not be allowed to damage any trees, shrubs etc. or permanent or removable fittings; particular attention should be paid to the wooden supports for play equipment (e.g. Zip Wire).
17. All persons operating grass cutting machinery must be appropriately trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.
18. **All cuttings arising from grass cutting, where collection is required, are to be removed from site and correctly disposed of.**

NOTE: Site does not have access to toilets or running water – so contractor will need to make their own arrangements for their staff welfare.

D. Schedule of Works

Broad 01: Full Football Pitch (Cut and Mulch) Indicated orange on the site map.

1. There are to be a minimum of 14 cuts of the area covered by site plan Broad 01.
2. The first cut being in April, then twice per calendar month, or as required until November, depending on weather and growth patterns.
3. Grass to be cut to a minimum height of 2 inches or 50mm.

Broad 02 Five a side Football Pitch. (Cut & Mulch) Indicated light blue area on the map.

1. There are to be a minimum of 14 cuts of the area covered by site plan Broad 02.
2. The first cut being in April, then twice per calendar month, or as required until November, depending on weather and growth patterns.
3. Grass to be cut to a minimum height of 2 inches / 50mm.

Please note that **either** Broad 01 or Broad 02 will be used for this contract once the Council has made a decision accordingly, please quote for both areas.

Playgrounds 01 (Cut & Collect) Indicated red area on map.

1. There are to be a minimum of 14 cuts of the area covered by site plan Playground 01 indicated red on the site plan.
2. The first cut being in April, then twice per calendar month, or as required until November, depending on weather and growth patterns.
3. To include strimming around hedges, play equipment, fencing, trees and other obstructions including footpaths and benches.
4. All footpaths, play equipment, benches, hedges, bins to be cleaned by sweeping or blowing after each cut/strim.
5. Grass to be cut to a minimum height of 2 inches / 50mm.
6. All grass cuttings for the playground to be collected, removed from site and correctly disposed of.

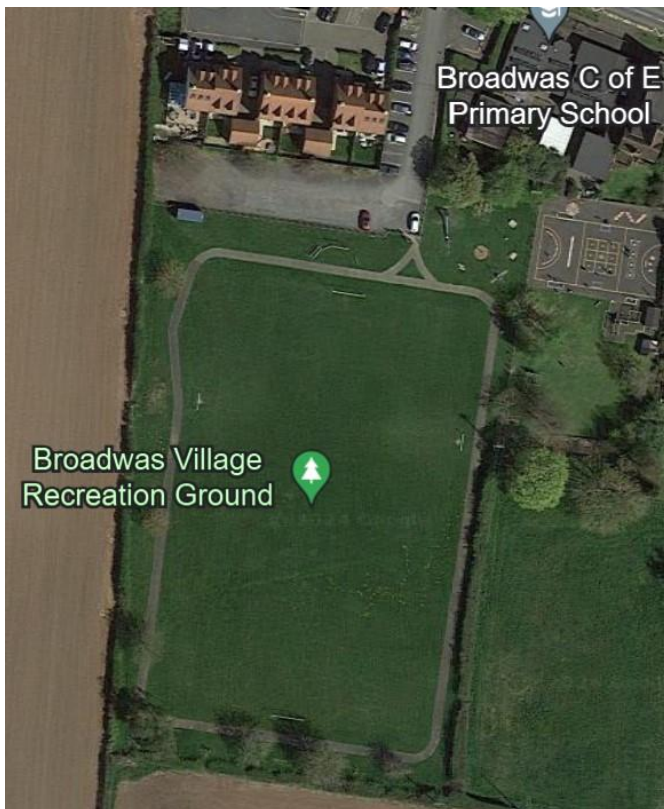
Grass Verge 01 (Cut and Mulch) Indicated yellow on the map.

1. There are to be a minimum of 14 cuts of the area covered by site plan Grass Verge 01.
2. The first cut being in April, then twice per calendar month, or as required until November, depending on weather and growth patterns.
3. Grass to be cut to a minimum height of 2 inches or 50mm.
4. To include strimming around hedges, play equipment, fencing, trees and other obstructions including footpaths and benches.
5. All footpaths, play equipment, benches, hedges, bins to be cleaned by sweeping or blowing after each cut/strim.

Hedges 01 (Cut and Collect) Indicated green on the map.

1. One cut annually, to be determined by contractor and the officer. Between the dates of September 1st and March 1st.
2. Hedges as defined on the Hedges 01 to be cut back to the boundary hedge, on top and inside faces only to mirror neighbours cut.
3. To include strimming around play equipment, fencing, trees and other obstructions including footpaths and benches.
4. All footpaths, play equipment, benches and bins to be cleaned by sweeping or blowing.
5. All Cuttings to be collected, removed from site and correctly disposed of.

E. Site Plans.



Berryfields Site Plan.



Broad 01 Main Football Pitch



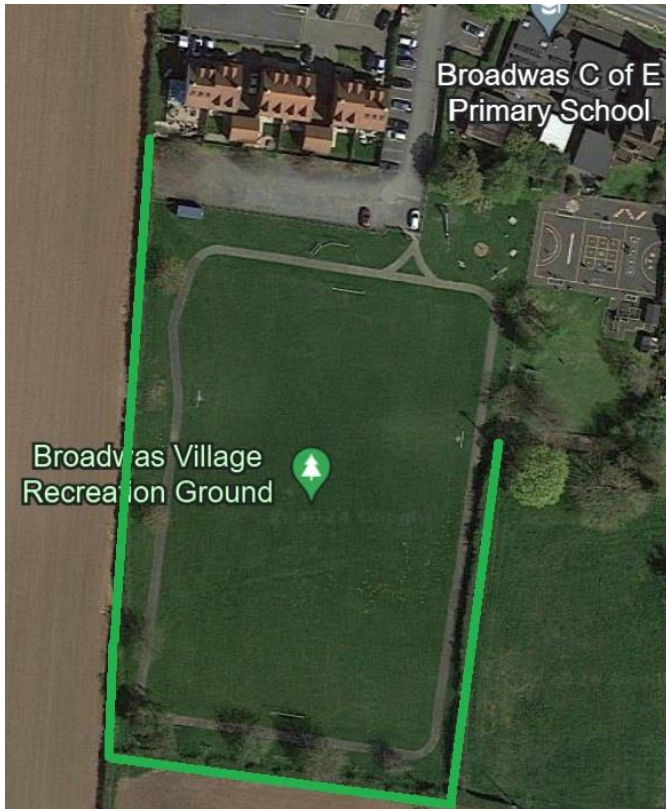
Broad 02 Five a side Football Pitch



Playground 01



Grass Verge



Hedges 01

F.Tender Form- To be submitted to the Council.

Please complete and sign the Tender Form and Declaration & Company Details Form and post to the Broadwas and Cotheridge Parish Council Parish Clerk or email to clerk@broadwascotheridge-pc.gov.uk by Monday 4th March 2024 at the latest.

PRICES QUOTED ARE TO BE EXCLUSIVE OF VAT

Contracted Area	Frequency of cut Minimum Cuts	Quoted price per additional cut 24/25	TOTAL PRICE for 2024/2025 Based on Minimum Cuts	Quoted price per Additional cut 25/26	TOTAL PRICE for 2025/2026 Based on Minimum Cuts	Quoted Price per additional cut 26/27	TOTAL PRICE for 2026/2027 Based on Minimum Cuts
Broad 01 (Cut & Mulch) Orange area on map	2 Monthly 14	£	£	£	£	£	£
Broad 02 (Cut & Mulch) Light Blue area on map	2 Monthly 14	£	£	£	£	£	£
Playground 01 (Cut & Collect) Red area on map	2 Monthly 14	£	£	£	£	£	£
Grass Verge (Cut & Mulch) Yellow area on map	2 Monthly 14	£	£	£	£	£	£
Hedges 01 (Cut & Collect) Green area on map	OnceYearly	£	£	£	£	£	£

TOTAL GRASS CUTTING CONTRACT PRICE FOR 2024/25

(assuming no additional cuts) Broad 01, Playground 01, Hedges 01 and Grass Verge

£ _____

TOTAL GRASS CUTTING CONTRACT PRICE FOR 2025/26

(assuming no additional cuts) Broad 01, Playground 01, Hedges 01 and Grass Verge

£ _____

TOTAL GRASS CUTTING CONTRACT PRICE FOR 2026/27

(assuming no additional cuts) Broad 01, Playground 01, Hedges 01 and Grass Verge

£ _____

Please complete if you have **not** been previously used by Broadwas and Cotheridge Parish Council in the performance of a similar contract then please provide details of 2 references who can be contacted to provide support for your application:

Referee 1

<i>Name</i>	
<i>Position</i>	
<i>Company Name</i>	
<i>Contact Number</i>	
<i>Contact Email</i>	
<i>Annual Contract Value</i>	

Referee 2

<i>Name</i>	
<i>Position</i>	
<i>Company Name</i>	
<i>Contact Number</i>	
<i>Contact Email</i>	
<i>Annual Contract Value</i>	

G. Declaration & Company Details- To be submitted to the Council.

Please complete and sign the Tender Form and Declaration & Company Details Form to the Broadwas and Cotheridge Parish Council Parish Clerk by post to the following address:

Parish Clerk

Broadwas and Cotheridge Parish Council,

Office 9 The Old Vicarage,

1 Rowberry Street,

Bromyard.

Herefordshire.

HR7 4DU.

Or Email: clerk@broadwascotheridge-pc.gov.uk

Closing date is MONDAY 4th March 2024.

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works and location plans.

I/We understand that Broadwas and Cotheridge Parish Council is not bound to accept the lowest or any Tender or part thereof and that the Council will not be responsible for any expense incurred in preparing this Tender.

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 of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

Company Name

Business

Address.....

.....

.....

VAT Reg No. (if applicable).....

Contact at Company Name.....

Telephone Number Landline.....

Mobile Number.....

Email Address.....

By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained therein and, if successful are willing to be bound to the contract as expressed therein.

Signed.....

Print Name.....

Position.....

Date.....