## Melbourne Parish Council Grounds Maintenance Contract Tender Document 1<sup>st</sup> March 2025 to 30<sup>th</sup> November 2027

# **INVITATION TO TENDER**

- 1. Melbourne Parish Council ("the Council") hereby invites Tenders for providing Grass Cutting and Grounds Maintenance in accordance with the attached schedule.
- 2. Contractors may submit a proposal for all the items contained in the schedule, or may submit a proposal for specific item(s) only. The Tender Form should clearly state which item(s) on the schedule are included in the proposal, and which item(s) on the schedule are excluded.
- 3. Contractors should ensure that they are familiar with the nature and extent of the obligations expected of them, if their tender is accepted. Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Parish Clerk by no later than two weeks before the closing date.
- 4. The tender shall be submitted ONLY on the attached Form of Tender.
- 5. Prospective Contractors should note that the Council is not bound to accept the lowest bid, 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.
- 6. The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract documents.
- 7. If having examined the tender documents you wish to submit a tender you should:
- a) Fully complete and return the following documents the Tender Form and Declaration & Company Details Form.
- b) Return tenders and related documentation by 5pm on 31<sup>st</sup> December 2024 by post to Melbourne Parish Council, 30 North Street, Melbourne, Derbyshire, DE73 8FZ or by email to clerk@melbourneparishcouncil.gov.uk
- c) Please note the envelope containing the tender must be clearly marked "Tender for grass cutting and grounds maintenance contract" on the outside.

Tenders received late will not be considered

# STANDARD CONTRACT CONDITIONS

# **Officer:**

The Officer will be the Parish Clerk.

# **Extent of Work:**

The purpose of this contract is to undertake the garden and grounds maintenance of the areas identified in the attached schedule.

# **Grass Cutting:**

The height of cut is to be appropriate for the use of the space and as agreed with the Officer.

**Site Access:** The areas listed are all freely accessible.

# Workmanship and Equipment:

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

## **Duration of Contract:**

The duration of the Contract will be from **1<sup>st</sup> March 2025 to 30<sup>th</sup> November 2027** inclusive.

# **Payment to Contractor:**

The Contractor will submit a monthly invoice for the work carried out.

# **Termination of Contract:**

Either party may without reason, terminate the Contract in writing, giving no less than two 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. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals because 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 and Safety:**

The Contractor shall comply with all relevant statutory requirements (including Health and Safety at Work Legislation) always in carrying out the services described in this agreement.

NB. Before tendering the Contractor is advised, at his/her own discretion, to visit the sites to satisfy themselves as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

## **SPECIFICATION OF WORKS**

1. The Contractor shall undertake services as per the attached schedule.

2. In addition to mowing, the Contractor shall:

a. arrange fertilizing at their discretion to ensure the grassed areas are maintained to a good standard

b. carry out spiking and/or slitting when required to ensure drainage. c. undertake weed control as appropriate

3. 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.

4. The Contractor will 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.

5. The Contractor will always during the period of the Contract, ensure that all machines engaged in grass cutting operations are sharp and properly set, to produce a true and even cut.

6. The Contractor will always during the period of the Contract ensure that machines are properly guarded and maintained 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 always use these they are engaged in work for the Council.

7. 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.

8. Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense.

9. In very wet conditions the Contractor will inform the Officer if grass cutting needs to cease until conditions allow operations to recommence so as not to damage the surface levels and contours of the ground or grass cutting "divots" from the machine rollers or cutters.

10. 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.

11. 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

12. 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.

# SCHEDULE OF WORKS

Location	Work required	Frequency
Lothian Gardens, High Street, DE73 8GJ	Cut grass and trim lawn edge – remove grass cuttings from site	Fortnightly commencing 1 March and ending 30 November
Thomas Cook Gardens, High Street, DE73 8GQ	Cut grass and trim lawn edge – remove grass cuttings from site	Fortnightly commencing 1 March and ending 30 November
Cenotaph, Church Square, DE73 8EN	Cut grass and trim lawn edge – remove grass cuttings from site	Fortnightly commencing 1 March and ending 30 November
Old Burial Ground, Church Square, DE73 8DY	Cut grass and trim lawn edge – remove grass cuttings from site	Fortnightly commencing 1 March and ending 30 November
Lothian Gardens	Remove weeds from borders and tidy shrubs/hedges/brambles – remove trimmings from site for shredding/composting	Quarterly
Thomas Cook Gardens	Remove weeds from borders and tidy shrubs/hedges/brambles – remove trimmings from site for shredding/composting	Quarterly
Old Burial Ground	Remove weeds from borders and tidy shrubs/hedges/brambles – remove trimmings from site for shredding/composting	Quarterly

## **TENDER FORM**

Please complete and sign the Tender Form and Declaration & Company Details Form and return to Melbourne Parish Council by 5pm on  $31^{st}$  December 2024.

PRICES QUOTED ARE TO BE EXCLUSIVE OF VAT

Activity	Frequency	Quoted price per Activity (per annum)	Total price

# TOTAL CONTRACT PRICE £\_\_\_\_\_

If you have not previously undertaken works for Melbourne Parish Council please provide details of 2 references who can be contacted to provide support for your application:

## Referee 1

Name	
Position	
Company name	
Contact number	
Email	

# Referee 2

Name	
Position	
Company name	
Contact number	
Email	

# **DECLARATION & COMPANY DETAILS FORM**

Please complete and sign the Tender Form and Declaration & Company Details Form and return to Melbourne Parish Council by 5pm 31<sup>st</sup> December 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 plan.

I/We understand that Melbourne 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 or Business Name:.....

Business correspondence address:

.....

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

Contact details:

Phone: .....

Email: .....

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: ..... Dated:....