LOWER HOLKER PARISH COUNCIL
Grass Cutting Contract
Tender Document 2020

Grass Cutting Contract 2020
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4. Schedule of Works
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6. Site Plans
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1.0 Invitation to Tender
1. Lower Holker Parish Council hereby invites tenders for the carrying out of the Service of Grass Cutting in accordance with the Contract documents contained herein
2. The price submitted must indicate the rate for a single fortnightly cut of the designated areas.
3. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligation to be accepted by them, if their tender is accepted and are advised 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, once the contract has been decided.
4. Any queries regarding any interpretation of any part of the Contract documents should be addressed to the Clerk.
5. The tender shall be submitted ONLY on the attached Form of Tender.
6. Prospective Contractors should note that the Council is not bound to accept the lowest, or any tender. The Council’s decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected.
7. The successful tender together with the Council’s written acceptance, shall form a binding agreement in the terms of the Contract Documents.
8. If having examined the tender documents you wish to submit a tender, you should:-
   (a). Fully complete and return the Tender Form along with a copy of your insurance certificate.
   (b). RETURN TENDERS and relevant documentation by no later than MONDAY 23rd MARCH 2020 to the Clerk either by email or at the address stated on the front page of this document. TENDERS RECEIVED LATE MAY NOT BE CONSIDERED

2.0 Standard Contract Conditions

Extent of Work
The work will comprise of the cutting and strimming of grass on all areas highlighted in red on the Site Plans – being the Flookburgh Community Playground and land south of Stockdale Farm. The height of the grass should be cut every visit to that appropriate for the use of each space. This is to include the strimming around trees, benches and all other fixtures and fittings in each area.
**Workmanship and Equipment**
The workmanship must be of the highest standard and shall conform to all relevant
standards, specifications and codes of practice.
All equipment must be well maintained and serviced regularly.
The Council will conduct regular inspections of the work throughout the duration of the
Contract to ensure it is completed in accordance with the Specification of Works.

**Additional Erection/Installation**
The Council may at any time add or remove outside fixtures and fittings
(equipment/trees/planting), 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 for one grass cutting season commencing on 1st May 2020 to 31st October 2020 inclusive.

**Payment to Contractor**
The Contractor will submit monthly invoices, in arrears, throughout the cutting season for
all work carried out. These need to be submitted in a timely manner i.e. at least 5 working
days prior to Council’s monthly meetings (on the first Wednesday of each month), to allow
for the invoice details to be added to the meeting agenda and for approval of the invoice
and subsequent payment being made.

**Termination of Contract**
Either party may, without reason, terminate the contract. This can only be done in writing,
giving no less than one month’s notice.

**Insurance**
The Contractor is required to have a minimum of £5,000,000 public liability insurance for
Contracts. A current Certificate of Insurance to this effect must be produced to the Clerk
prior to the commencement of the Contract. The Contractor shall indemnify the Council
against any claim or proceedings for any injury or damage to any property, 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.

**Health and Safety**
The Contractor shall accept full responsibility for compliance with the Health and Safety at
Work Act and all other Acts and Regulations in respect of the work comprised in this
Contract.

**Notes to Tenderers**
- The Form of Tender and Standard Contract Conditions must be read in conjunction with
the Specification of Works, Plans and Schedule of Works. Please read all documentation
carefully.
- The prices to be included in the Form of Tender are to be the full inclusive value of the
work described, but excluding VAT. Please make it clear if you are VAT registered on the
form.
- Alteration to the text of the Form of Tender is prohibited and will result in the tender not
being considered.
- Invoices for payment must include a schedule of works completed including the dates
worked.
3.0 Specification of Works
1. Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris.
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 specific 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. All grass will be cut cleanly and evenly and without damaging the existing surface.
6. All grass will be cut as close as possible to fixed obstructions.
10. Mowing will take place on the full area of grass at the site, up to the hedging and fencing obstacles and any other boundaries, which includes the cutting/strimming to the boundary of any ditches which border any of the grassed areas.
14. Mowing will be carried out as close as possible to fixed obstructions.
15. Mowing around obstructions including seats, trees, fence lines, posts and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate. If used, strimmers must not damage any trees, shrubs etc. or permanent or removable fittings.
16. All persons operating grass cutting machinery must be satisfactorily trained, conversant with Health and Safety legislation and competent in their operating methods.

4.0 Schedule of Works
1. Fortnightly cut of all areas.

5.0 Contact Details
Lyn Prescott  
Parish Clerk  
Lower Holker Parish Council  
13 Church Walk  
Flookburgh  
Grange-over-Sands  
Cumbria LA11 7JX  
Tel: 015395 58224  
Email: lowerholkerpc@hotmail.co.uk
6.0 Site Plans

Locations of sites

**Flookburgh Community Playground**  
(Area surrounded by blue line)

**Land South of Stockdale Farm**  
(Area surrounded by blue line)
7.0 Tender Form
PRICES QUOTED ARE TO BE EXCLUSIVE OF VAT

Price per grass cut £_______________

Please complete and sign the Tender Form and submit it to Lower Holker Parish Council by no later than **MONDAY 23RD MARCH 2020**.

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

I/We understand that Lower Holker 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.

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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 |  |
| Position |  |
| Date |  |