

## **TENDER PROCESS**

Three tenders for renewal by 31<sup>st</sup> March 2024, as follows.

- Kerry Grass Cutting – Dolforgan Park/ Herbert Court
- Cemetery Maintenance
- Toilet Cleaning & Maintenance

Actions by Kerry Community Council:

Prepare Tender Documents for advertising, as follows.

- Invitation to tender
- Conditions of contract
- Details of work
- Schedule of work
- Evaluation form

Timetable:

- Advertising and publishing Tender documents - Date: 20/12/2023.
- Deadline for Tender questions - Date:06/01/2024
- Closing date for receipt of completed Tender documents - Date:20/01/2024.
- Tender Evaluation by Amenities Committee or Full Council - Date:31/01/2024
- Notify applicants - Date:05/02/2024.
- Commencement date of agreement - Date:01/04/2024.
- Contract end date - Date:31/03/2024.

## **Tender Invitation**

### 1. Invitation to Tender

Kerry Community Council ("the council"), invites tenders for the delivery of the (*insert contract/s title*) in accordance with the details below, which include:

- a) Invitation to tender
- b) Standard conditions of agreement
- c) Specification of work
- d) Schedule of works
- e) Site plans
- f) Evaluation

2. The prices submitted must specify the rate for the delivery of each element of the contract, where noted.

3. Prospective contractors should ensure that they are fully aware of the nature and obligations to be expected of them, should their tender be accepted.

4. Any queries regarding the interpretation of any of these documents should be referred to the council clerk by **6<sup>th</sup> January 2024** (*two weeks before the closing date*).

5. Queries will be published and made available to other tenderers to ensure that all applicants receive the same information.

6. Potential contractors/tenderers should note that the council is not bound to accept the lowest price, or to accept any of the tenders. The Council's decision is final, and the council will not enter into any discussions and / or correspondence about the reasons for the rejection of a tender.

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

8. If you wish to submit a tender you should: -

- (a) submit a quote/ tender
- (b) Provide a copy of your Public Liability Insurance
- (c) Additional documentation i.e. Method statements as requested in the specification

Please return your tender and all associated documents by SATURDAY **20<sup>TH</sup> January 2024** to the Clerk, Kerry Community Council, Oak Cottage, Sarn, Newtown, Powys. SY16 4HG. Address either in an envelope clearly marked – TENDER or via email [clerk@kerrycommunitycouncil.gov.uk](mailto:clerk@kerrycommunitycouncil.gov.uk).

The council shall accept no responsibility for any tender not received. It is suggested that you send your tender by registered mail.

PLEASE NOTE: TENDERS WILL NOT BE CONSIDERED AFTER THIS DATE

## **2. Standard Conditions of Agreement**

Officer - The appropriate officer of the council will be the Clerk/RFO

Nature of work

The work will include: -

- Dolforgan Park - specify
- Herbert Court
- Kerry Cemetery – this is classed as a separate tender and the contract maybe awarded in whole or separately.

The tender advertisements, maps, and drawings form part of the contract specification.

Grass Cutting:

The cut to be appropriate for the playing fields and cemetery and to include strimming around play equipment, any furniture, path edges, trees, shrubs, fences, hedges and all other fixtures and authorised items within the playgrounds and similarly the cemetery. To include removing grass from all play surfaces as well as footpaths and seating areas by sweeper or blower. Although a certain number of cuts have been set for the tender, these can be varied according to seasonal grass growth and by agreement with the council.

Hedge Trimming:

Contract requirement inside the cemetery and around headstones/ graves.

Public Footpaths

Before tendering, any contractor is advised to visit the sites to satisfy themselves of the full extent of the location and details of the contract. The Council will not accept any responsibilities arising from failure to do so.

Equipment and Standard of work

The work must be of the highest standard and when the contractor cuts the grass in the playground, he must put up a sign advising that the area is closed to the public and ensure that no member of the public is present on the field. Work cannot begin until the field is clear of members of the public.

Moving Equipment

The Council may add or remove play equipment, benches, plants etc. at any time during the contract period and there will be no request from the contractor to adjust the contract price because of this.

Length of Contract

The duration of the contract will be **2 (Two) years commencing 1<sup>st</sup> April 2024 to March 31<sup>st</sup>, 2026**, with annual performance reviews. Tenders are priced for the full term of the contract. There will be no opportunity to change the rates given during the full term of the contract.

Payment to Contractor

The contractor shall submit a monthly account, in arrears, throughout the mowing season for all work done.

Termination of Contract

Either party may without reason terminate the contract, in writing, giving not less than three months' notice.

#### Insurance

The Contractor is required to have at least £ 2,000,000 of public liability insurance for contractors, plus employer's liability insurance if employing staff. A current Certificate of Insurance to this effect must be submitted to the Clerk prior to the commencement of the contract and annually thereafter. The Contractor shall indemnify the council against any claim or cause 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 third parties.

#### 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 works contained in this contract.

#### Notes to Tenderers

a) 'Standard Tender and Contract Conditions' are highlighted. These documents must be read in conjunction with the work specification, plans and work schedule.

Contractors are advised to read all documents carefully.

b) The prices to be included in the tender shall be the full inclusive value of the works described, including all profits, costs and expenses, and all general risks/ liabilities, except VAT (if any) relevant)

c) A price is inserted against each item on the specification for each element of the contract being tendered.

d) Once a tender has been submitted, then it cannot be changed BUT the council can be asked to rule it out and another tender can be submitted before the deadline.

f) The Council will carry out regular inspections throughout the duration of the Contract to ensure that the work is completed in accordance with the Work

Specification.

g) Invoices submitted for payment must include a schedule of completed works including dates of work.

h) Contractors are asked to contact the Clerk if clarification is required

### **3. WORK SPECIFICATION**

1. Before cutting or pruning anywhere, the contractor shall ensure that the site is free of any significant stones and all paper, tins, bottles, and other debris on the cutting area.

2. The contractor shall also inspect all sites for potholes and potential danger areas and shall immediately notify the Clerk of any such hazards.

3. The Contractor shall always during the Contract period, ensure that all mowing machines are sharp and properly fitted, to produce a true and balanced cut. The contractor shall make good any damage or patches of grass that is not cut to such council's approval for lack of maintenance at his own expense and to the satisfaction of the Council.

4. The contractor shall always during the contract period ensure that machinery is properly protected and maintained so that they pose no danger to the operator, the surrounding structures, vehicles, or any person in the vicinity of operations. The contractor will provide his staff with all safety equipment, (high boots, visible vests etc), and will ensure that staff always use these when carrying out work for the Council.

5. During the contract period no vegetation regulators of any form shall be applied to any part of grass without the prior written approval of such operation by the Council.

6. All grass shall be cut cleanly and evenly without damaging the existing surface and with enough overlap between the cutter passes.
7. The contractor will complete one section of grass cutting before moving on to the next, and immediately after a scheduled mowing, the contractor will ensure that all grass and other grass cutting is be cleared of all paved areas, safety surfaces of playground equipment, public paths and footpaths and headstones, etc., by sweeping or using a blower.
8. Soft growth, such as clover, is considered as part of the contract where it falls within large areas of grass.
9. As it is not possible to accurately predict the exact number of grass cuttings that may be required at any site in any year, the schedule of works includes a minimum amount of grass cutting, but the contractor is paid on a pro-rata basis for additional cuts, subject to prevailing weather conditions throughout the growing season and at the discretion of the Council
10. Grass cutting will take place on the full grassed area of the site, up to all footpaths, fencing, play equipment, obstacles, and any other boundaries. For the trails only, the vegetation cutting and path opening works include cutting vegetation from the full path surface. Removing any obstruction from the path that is obstructing pedestrians.  
  
Open a non-vegetated 1-meter width from the sides of the paths.
11. Areas not cut to the council's satisfaction must be re-cut at the contractor's own expense.
12. In adverse weather conditions, all operations involving mowing will cease until conditions allow operations to resume without causing damage to the field.
13. Should the contractor cause damage to the surface or ground levels, or create 'divots' during grass cutting operations, the contractor shall at his own expense immediately restore such damage to the Council's satisfaction.
14. Grass should be cut as close as possible to fixed obstructions. Removable barriers can be removed to facilitate breakage and reinstated after the breach before the contractor leaves the site.
15. To cut the grass around obstructions such as seating, trees, fence lines, posts, memorials and curbs and the like, tools, and machinery as appropriate may be used to ensure tidy edges of paths and so on.
16. If tools such as strimmer's etc. are used, no trees, shrubs etc should be damaged.
17. All persons operating lawn mowers must be properly trained, and the council reserves the right to require the contractor to provide adequate proof that its operators are well trained, be familiar with Health and Safety legislation and competent in their procedures.
18. Hedge trimming equipment must be suitably maintained to produce a clean and tidy finish.
19. Hedges must be trimmed to maintain growth, maintain a good healthy shape while providing a natural screen and wildlife habitat.
20. All cuttings resulting from hedge trimming must be removed from the site and properly disposed of.
21. General care must be taken to ensure the safety of any people in the vicinity of hedge trimming activities, and it should be ensured that bilingual signs, in compliance with the council's language policy, are displayed when the work is being carried out to notify the of public of the danger and to prevent access to the playground.
22. Hedges must NOT be trimmed where birds are found to be nesting.
23. No work shall be permitted in the cemetery on Sundays

24. NOTE: There is no access to drinking water at any of the sites, so it will be the responsibility of the contractor to ensure the welfare of its staff.

25. For the cemetery only, the contractor must cut cemetery grass during the period of 1 April to October 31st.

26. For the cemetery – bushes/ shrubs close to headstones/ memorials should be trimmed to ensure that the shrubs do not overgrow the headstones/ memorials.

#### **4. TENDER EVALUATION**

Bids will be considered using the following criteria.

##### CRITERIA

PRICE - Full and final cost of the contract for the duration of the contract.

Maximum of 50 out of 100

STANDARD OF WORK - The ability of the supplier to deliver the contract to the highest standards. Including adherence to environmental & biodiversity standards.

Evidence of relevant supplier knowledge and experience.

Maximum of 25 out of 100

##### COMPLIANCE

Supplier compliance with all Health and Safety and employment laws and regulations

Maximum of 25 out of 100

#### **To be included in Tender (as detailed in 2. Tender Invitation).**

Price per total of 15 cuts

Price for additional cuts

Details of annual increases either % or priced in £

Note: Any increases detailed will be added to the tendered price for overall cost evaluation.

Please complete the tender declaration form below and it with your quote/ tender to The Clerk.

PLEASE NOTE - You may tender for the Dolforgan Park/Herbert Court or Kerry Cemetery or both.

**TENDER DECLARATION FORM.**

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

I / We understand that Kerry Community Council is not bound to accept any tender and that the Council will not be responsible for any cost incurred in the preparation of this tender.

I / We certify that the amount of the tender has not been calculated by agreement or arrangement with any other person or company and that the amount of the tender has not been communicated to and will not be communicated to any person after the deadline for submission of the tender.

Name of Company or Business: .....

Business correspondence address

.....  
.....

Postcode: ..... ..

VAT Regulation Number (if applicable) .....

Telephone: ..... Mobile .....

Email: .....

By signing and submitting this tender form you are agreeing that you fully understand the commitments and requirements contained in it and, if successful, be prepared to be bound by the contract as expressed therein.

Signature .....

Name: .....

Position: .....

Dated: .....