



Combined Contract for St Teath Parish Council

1 July 2023

Footpath Maintenance

Grass Cutting

General Maintenance

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Invitation to Tender

Outline

St Teath Parish Council (“the Council”) hereby invites tenders for

- the carrying out of footpath cutting
- grass cutting
- general maintenance

within the Parish in accordance with the Contract Documents hereby attached, which compromise:

Appendices

- A Standard Conditions of the Contract**
- B Specification of Works**
- C Schedule of Works/Location Map**
- D Form of Tender Document**
- E Contractor Questionnaire**

Process

Tenders should be submitted for all work set out in the contract by **5pm, 31 July, 2023**.

Prospective Contractors should ensure that they are completely familiar with the nature and extend of the obligations to be accepted by them, should their tender be accepted.

Any queries regarding the interpretation of any part of the Contract Documents should be addressed to the Parish Clerk by no later than one week before the closing date as given.

All tenders received will be viewed collectively by the Full Council and a selection made via a show of hands voting process.

The successful tender together with the Council’s written acceptance shall form a binding agreement.

Prospective Contractors should note that the Council’s decision is final and no correspondence will be entered into as to why a tender has been rejected.

Tenders should be submitted to the Parish Clerk by **5pm, 31 July 2023** and should include the following documents:

- Appendix D – Form of Tender Document
- Appendix E – Contractor Questionnaire

Appendix A

Standard Conditions of the Contract

Extent of Works

The contract will be awarded for the completion of the following works:

- cutting of grass and hedges as specified on Appendix C showing the public footpaths and bridleways within the Parish of St Teath.
- Grass cutting of the areas listed in Appendix C.
- General maintenance as requested.

Management

The Contract will be managed by the Parish Clerk and the Contractor will report directly to them.

Site Details

The sites are situated within the Parish of St Teath and are identified in the schedule of works and marked on the plans enclosed in Appendix D.

It is suggested that before tendering, Prospective Contractors visit the sites and familiarise themselves as to the extent of the contract. The Council will not accept claims as a result of Contractors not familiarising themselves with the contract.

Works and Equipment

The Council expects the workmanship to be of the highest standard and shall confirm to all relevant British Standards, Specifications and Codes of Practice.

Additional Works

The Council may request that additional work be carried out depending on seasonal fluctuations and this will be paid on a pro-rata basis and unless agreed beforehand in writing by the Council, no application from the Contractor to adjust the Contract price will be considered.

Duration of the Contract

The Contract will be for two years and there will be an initial assessment on performance after six months. Any decision the Council makes on terminating the Contract as a result of poor performance will be accepted by the Contractor without further consideration.

Termination of the Contract

The Contract can be terminated by either party by giving one month's notice in writing to/from the Parish Clerk.

Payment to the Contractor

The Contractor will submit a monthly invoice, in arrears, detailing the work carried out during the previous month period.

Insurance

The Contractor is required to have adequate Public Liability Insurance to the minimum of £5,000,000 and a current Certificate of Insurance or evidence of insurance letter from their Insurance Broker. The Contractor will indemnify the Parish Council against any claim or proceedings for 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. The Contractor is required to also have Employers Liability, if appropriate, and Vehicle Insurance to cover the works of this Contract.

All Insurance Certificates or evidence of insurance letter from their Insurance Broker stated above must be provided to the Parish Clerk for inspection prior to the commencement of the Contract.

Health and Safety

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

A copy of the Contractor's Health & Safety Policy and a risk assessment specific to the works of this contract must be provided to the Parish Clerk prior to the commencement of the Contract.

Notes to Tenderers

Prospective Contractors are advised to read all Contract Documentation carefully.

The Form of Tender and Standard Conditions of the Contract must be read in conjunction with the Specification of Works, Plans and Schedule of Works.

The prices to be included in the Form of Tender are to be fully inclusive of the work described, including all profit, costs, expenses, travel costs, general risks, liabilities, obligations and VAT. The Council will not pay towards any travel costs and dispensations if the Contractor is based outside of the local area.

No alteration to the Form of Tender is to be made by the Contractor. Any alteration, amendment or note made by the Contractor will not be recognised by the Council and the attached Schedule of Works will be adhered to.

A regular inspection will be carried out by the Council throughout the period of the Contract to ensure that the work is completed in accordance with the Specifications of Works.

Invoices presented for payment must include a Schedule of Works completed including dates and times of work.

If any clarification is required by the Contractor, this should be sought from the Parish Clerk in writing/by email.

The Form of Tender only requires a signature and is intended to allow for an unbiased process of selection. Your name and company details will be withheld by the Parish Clerk until the voting process has been completed.

If a Prospective Contractor's tender is successful, they will be asked to submit a Risk Assessment of the activities to be carried out under this Contract and all relevant Insurance Documents will be required to be show to the Parish Clerk before the commencement of the Contract.

Appendix B

Specification of Works

Footpath Maintenance

1. The Council requires one cut per year (end of March) of all footpaths as outlined in Appendix C to the height of 1.8metres.
2. Prior to cutting an area, the Contractor will ensure that the area is free of significantly large stones, rubbish and other debris.
3. 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 specific hazards found.
4. The Contractor will during the period of the Contract, ensure that all machinery in grass/path cutting operations is sharp and set properly to produce a true and even cut.
5. The Contractor during the period of the Contract will ensure that all machinery is properly maintained and guarded so as to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations.
6. The Contractor and any staff will be expected to be wearing the appropriate and fit for purpose safety equipment (boots, reflective vests, ear defenders, gloves and goggles as necessary) at all times they are engaged in work for the Council. Any relevant signage should also be in place before commencing works.
7. The Contractor will during the period of the Contract ensure that any form of growth inhibitor is NOT used to any area of turf without prior sanction from the Council and received in writing from the Parish Clerk.
8. The Contractor is expected, where appropriate, to cut/mow/strim verges from the road to the foot of the hedge and ensure that all stiles/steps/gates are free from obstructions and cuttings.
9. The Contractor should take care of areas of spring bulbs and avoid them during the growing and flowering seasons. Cutting of these patches should only commence four weeks after the flowers have died back.
10. All persons operating cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that their operators are competent, well trained and conversant with Health & Safety legislation.
11. If spraying is required as a weed control measure then certification of the relevant qualifications, COSHH etc will be provided by the Contractor to the Parish Clerk prior to spraying works commences.
12. Any incidence of Japanese Knotweed must be reported immediately to the Parish Clerk and any disposal must be done as per the Environment Agency guidelines. Therefore, the Contractor and their staff should be familiar with the identification of the most common invasive non-native plants.

Grass Cutting

1. The Council requires two rates for cutting during the Summer months (1st April – 30th September) and during the Winter months (1st October – 31st March).
2. Prior to cutting an area, the Contractor will ensure that the area is free of significantly large stones, rubbish and other debris.

3. 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 specific hazards found.
4. The Contractor will during the period of the Contract, ensure that all machinery in grass/path cutting operations is sharp and set properly to produce a true and even cut. All grass areas will be cut cleanly and evenly and without damage to the existing surfaces. Any areas of grass damaged or not cut to the approval of the Council will be made good by the Contractor at their own expense.
5. The Contractor during the period of the Contract will ensure that all machinery is properly maintained and guarded so as to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations.
6. The Contractor and any staff will be expected to be wearing the appropriate and fit for purpose safety equipment (boots, reflective vests, ear defenders, gloves and goggles as necessary) at all times they are engaged in work for the Council. Any relevant signage should also be in place before commencing works.
7. The Contractor will during the period of the Contract ensure that any form of growth inhibitor is NOT used to any area of turf without prior sanction from the Council and received in writing from the Parish Clerk.
8. The Contractor is expected to complete one area at a time before moving on to the next. Immediately after cutting, the Contractor will ensure that all grass clippings and other debris are cleared from all paved areas, playground areas, safety surfaces, memorial stones, paths and public footpaths etc by sweeping and use of a blower.
9. The Contractor is expected to cut/mow/strim as close as possible to fixed obstructions. This includes large areas of nettles and clover that fall within large areas of grass. Moveable obstructions should be removed to facilitate cutting and replaced before the Contractor leaves the site.
10. The Contractor should take care of areas of spring bulbs and avoid them during the growing and flowering seasons. Cutting of these patches should only commence four weeks after the flowers have died back.
11. In very wet conditions, all operations involving grass cutting shall cease until the conditions allow operations to commence without damaging the surface levels or contours of the land.
12. Should the Contractor cause damage to the surface levels or contours of the land or create divots during grass cutting, then the Contractor will repair and re-instate such damage at their own expense.
13. Since it is not possible to predict accurately the number of cuttings which may be required on any site in any year, the Schedule of Works includes a given number of cuttings and the Contractor will be paid on a pro-rata basis dependent upon the prevailing weather conditions throughout the growing season.
14. All persons operating cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that their operators are competent, well trained and conversant with Health & Safety legislation.
15. If spraying is required as a weed control measure then certification of the relevant qualifications, COSHH etc will be provided by the Contractor to the Parish Clerk prior to spraying works commences.

16. Any incidence of Japanese Knotweed must be reported immediately to the Parish Clerk and any disposal must be done as per the Environment Agency guidelines. Therefore, the Contractor and their staff should be familiar with the identification of the most common invasive non-native plants.

General Maintenance

1. Ongoing/scheduled maintenance work will be carried out as per the updated Schedule of Works or as directed by the Parish Clerk.
2. Maintenance work will be required to ensure all assets of the Parish are fit for purpose and in full working order. These may include repair of benches, stiles, kissing gates etc as well as general upkeep of noticeboards etc.
3. It is acknowledged that some works may necessitate removal of items so that maintenance can be undertaken in a more suitable environment before being replaced in their original location.
4. Benches, equipment etc that are removed for annual maintenance should be handled with care and in accordance with best handling practices. The Council will not be held accountable for any injury caused by mishandling and any damage caused to said items caused by the Contractor will be put right by the Contractor at their own expense.
5. Unless otherwise agreed between the Council and the Contractor is notified in writing by the Parish Clerk, any additional work will be included as part of this Contract. This work may/will be added to the Schedule of Works for subsequent years under the terms of the Contract.
6. The Contractor during the period of the Contract will ensure that all machinery is properly maintained and guarded so as to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations.
7. The Contractor and any staff will be expected to be wearing the appropriate and fit for purpose safety equipment (boots, reflective vests, ear defenders, gloves and goggles as necessary) at all times they are engaged in work for the Council. Any relevant signage should also be in place before commencing works.
8. All persons operating cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that their operators are competent, well trained and conversant with Health & Safety legislation.

Appendix C

Schedule of Works/Location Map

Footpath Maintenance

There are 34 footpaths and bridleways in the Parish of St Teath and these are shown on the map in this appendix. These can be viewed on the [Cornwall Council Interactive Map](#).

All paths and gates/stiles to be cut once a year (end of March).

All grass cuttings and debris (rubbish, rocks, etc) to be removed from each site.

Grass Cutting

1. The Council requires two rates for cutting during the Summer months (1st April – 30th September) and during the Winter months (1st October – 31st March).
2. All grass areas to be cut weekly from 1st April – 31st August, fortnightly during September and then as required from 1st October to 31st March. Please note two cutting rates to be supplied for the Summer and Winter cuts outlined above.
3. All fences and boundaries to be strimmed along.
4. All hedges to be cut back and trimmed as required but at least monthly from 1st April to 30th September.
5. Contractors are required to strim around/under play equipment/benches/tables/memorial stones and other obstructions.
6. All paths, safety surfaces and play areas around the grassed areas to be cleaned by sweeping or using a blower after each cut.
7. All paths to be straight edged and kept weed free.
8. All grass/cuttings to be removed from site.
9. All bins to be emptied and playing fields, play areas to be litter picked.

Specific areas of work:

- A. The Green – cut & strim, and around/under benches. Empty bins
- B. Diana Memorial Gardens – cut & strim, tidy and maintain planting
- C. Kissing Gates – strim & tidy
- D. Playing Field – cut & strim grass from front wall to posts, and around/under benches and picnic tables. Empty bins & rake/disinfect sandpit
- E. Triangle at St Davids – cut & strim grass
- F. Bakers Park – cut & strim grass and maintain
- G. Valley View – cut & strim grass including Electricity SubStation
- H. Signs – cut & strim grass around all slate signs into village (Knightsmill & North Road)
- I. Benches – cut & strim grass, weed and tidy as required at these locations:
 - Trehannick Road
 - Whitewell Road
 - The Square
 - War Memorial
 - St David's Triangle
 - Trevilley Lane x 2
 - Trewalder Junction
 - Valley View
 - Knightsmill
 - Newhall Green

Appendix C - St Teath Parish Council – Plan of Parish



Path Number	Priority	549/8/2	Gold	549/18/1	Gold
549/1/1	Gold	549/9/1	Silver	549/38/1	Gold
549/2/1	Gold	549/10/1	Silver	549/38/2	Gold
549/3/1	Silver	549/11/1	Silver	549/38/3	Gold
549/4/1	Gold	549/12/1	Gold	549/38/5	Gold
549/4/2	Gold	549/12/2	Silver	549/39/2	Gold CP
549/4/3	Gold	549/13/1	Bronze	549/39/3	Gold CP
549/5/1	Gold	549/13/2	Gold	549/39/4	Gold CP
549/5/2	Gold	549/14/1	Gold	549/39/5	Gold CP
549/5/3	Silver	549/15/1	Gold	549/39/8	Gold CP
549/6/1	Silver	549/17/2	Gold	549/40/1	Gold
549/6/2	Silver	549/17/3	Gold		

Appendix D
Form of Tender

Contract Works Type	2023/24	2024/25
Footpath Maintenance (day rate)		
Grass Cutting		
- Summer cuts (per cut x sites)		
- Winter cuts (per cut x sites)		
General Maintenance (day rate)		
Net Total		
VAT		
Total Cost of Contract (inc. VAT)		

I/We understand that St Teath Parish Council is not bound to accept the lowest of any tender and that the Council will not be responsible for any expense incurred in the preparation of this Tender.

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of Works as laid out in conjunction with the site plan of the Parish.

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 tendered has not been communicated in any way to any person, firm or company and will not be communicated to any person, firm or company until after the closing date for the submission of Tenders.

I/We accept that if successful in securing the Contract that we will produce the necessary Certificates of Insurance and all other relevant documentation prior to commencement of the Contract.

Signature

Date

Location

Please tick

- Within the Parish
- Outside the Parish (please note approximate mileage distance to Parish)

Appendix E
Contractor Questionnaire

Full Name	
Address	
Contact Number	
Email	
Company Name	
Position in Company	
Nature of Business	
Is your company VAT registered?	
Is this a subsidiary of another company? <i>If yes, please give details</i>	
Date business was formed	
Number of staff	
Website address	

Signed

Date