HELMSLEY TOWN COUNCIL

**INVITATION TO TENDER FOR**

**GRASS CUTTING to include TOWN VERGES, LIMES PLAY AREA, CHURCHYARD, CEMETERY AND RYEDALE CLOSE GREEN**

**TENDER CLOSING TIME AND DATE:**

**11am Monday 7th November 2024**

Ms V Ellis

Town Clerk

The Old Vicarage

Bondgate

Helmsley

York

YO62 5BP

Tel: (01439) 772572

email: [helmsleytc@gmail.com](mailto:helmsleytc@gmail.com)

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## SECTION 1 HOW TO TENDER

### General

1. The Council is seeking tenders for cutting some of the town’s grass verges, the grass in its Limes Play Area, Cemetery, Churchyard and Ryedale Close Green. North Yorkshire County Council owns most of the verges but the Council has taken on the responsibility of cutting them.

2. The contract shall run for either a three year or five year period commencing on 15 March 2024 and contractors can choose to submit prices for either three years, five years, or for both options. Irrespective of the contract term the Council has the power to extend the contract for a further year. Should the Council decide to extend the contract and the Contractor is willing to do so, the contract shall be adjusted by CPI to reflect the increase in inflation during the contract term (as at the rate of CPI in September in the 3rd or 5th year depending on the contract length). No other adjustment or re-negotiation of the price will therefore be possible for the extended period except, of course, if the specifications change.

3. Either the Council or the Contractor may give one month’s written notice to terminate the contract after six months from its commencement.

#### Evaluation

4. The Council shall evaluate tenders by considering the following principal factors:

(a) compliance with tender documentation;

(b) tender submission including rates and prices;

(c) references.

5. The Council does not bind itself to accept any tender or the lowest tender but every effort will be made to reach a decision on the award of the contract on **Monday 16th December 2024.** Tenders should therefore remain open for acceptance until that date.

#### Canvassing etc

6. Any tenderer who canvasses any member or officer of the Council, whether directly or indirectly, relating to the award of this contract will be disqualified.

7. If the tenderer:

(a) fixes or adjusts the amount of the tender by arrangement with any other person; or

(b) communicates to any person other than the Council the amount of the tender (unless the disclosure is made for insurance purposes, for example); or

(c) agrees with any other person that they will agree not to tender or as to the amount of any other tender to be submitted; or

(d) offers or pays any sum of money to any person to induce such a person to accept the tender,

then the tenderer shall be disqualified from tendering and may be subject to civil and criminal liability.

##### How to complete the tender

8. (a) Tenders must be calculated with careful reference to the contents of the contract.

(b) Tenderers must supply with their tender a summary of how they would provide the service. The Council will reserve the right to discuss these statements with tenderers and their consideration will form part of the overall tender evaluation. The statement submitted should identify the resources which the Contractor would use for the service including professional and other staff, experience and qualification, and all other relevant matters.

(c) Tenderers must also submit with their tender:

(i) a certificate signed by their insurance company or agent to the effect that the tenderer carries the professional insurance required under the contract conditions. The minimum Public Liability insurance required is £10 million.

(ii) details of two referees – one trade and one financial. The Council will contact all referees as part of the tender evaluation process.

(iii) If the tenderer is an agent, details of its principal.

(d) Rates and Prices

(i) All rates and prices should be quoted exclusive of VAT.

1. Rates and prices quoted should be on a per annum basis of equal amounts for each year. Tenderers should complete the schedule of rates attached to the tender.

(iii) All travelling time and expenses should be included in the tender rates and prices.

(iv) No additional payment will be made in respect of any changes in the cost to the Contractor of labour, materials and plant employed in carrying out the work.

##### Compliance with tender documents

9. Tenders made must be in accordance with all the contract documentation and no changes should be made to tender documents. Similarly, tenders must not be accompanied by statements making the tender qualified in any way.

###### General

10. Any enquiries relating to the contract documents (for all the contract areas) should be addressed to Ms V Ellis, Town Clerk, address as above or email: [helmsleytc@gmail.com](mailto:helmsleytc@gmail.com)

###### How and where to return the tender

11. Tenderers must complete and sign the form of tender; where a tenderer is an individual the tender must be signed by that individual, where the tenderer is a partnership the tender must be signed by two authorised partners and where a tenderer is a company two directors or a director and the secretary should sign. Where the tenderer is a local authority the responsible officer/s should sign. All signatories must be authorised to sign on the tenderer’s behalf.

12. Tenders must be returned by email to [helmsleytc@gmail.com](mailto:helmsleytc@gmail.com) and please note that they will be acknowledged either by the clerk or an ‘out of office’ reply **OR** by post to Ms V Ellis, Town Clerk, Helmsley Town Council, The Old Vicarage, Bondgate, Helmsley, York YO62 5BP. THE TENDER ENVELOPE AND ITS FRANKING MUST NOT BEAR ANY INDICATION OF THE TENDERER’S IDENTITY AND THE ENVELOPE MUST ONLY BE MARKED “TENDER FOR VERGE AND PLAY AREA GRASS CUTTING”.

**SECTION 2 THE TENDER**

**NB:**

* You should only complete the tender after you have read and fully understood all the contract documents.
* Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgements in tendering.
* ***If you have any doubt at all on how to complete the tender, please contact the Town Clerk 01439 772572 or email helmsleytc@gmail.com*** Remember that once the tender has been submitted you will not have the opportunity to alter its contents. Once the Council has accepted the tender, the contract will be in force for the full contract period and you will not be able to withdraw from the arrangement without risking liability for breach of contract.

TO: Helmsley Town Council, The Old Vicarage, Bondgate, Helmsley, York YO62 5BP

1. We tender to carry out the work and provide the services referred to in the contract in accordance with the details set out overleaf. We agree that this tender together with the Council’s written acceptance will constitute a contract between us.

2. We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we agree not to do at any time before the tender closing date any of the following:

(a) communicating to a person the amount or approximate amount of the proposed tender except where the disclosure in confidence of the approximate amount of the tender was necessary to obtain insurance premium quotations required in connection with the preparation of the tender.

(b) entering into any arrangement or agreement with any other person that they should refrain from tendering or as to the amount of any tender submitted.

(c) offering to pay any sum of money or gift to any person for doing any of the acts in (a) or (b).

Signed…………………………………………………… Date………………………………………………………

Address. ………………………………………

………………………………………………….

………………………………………………….

Telephone:………………………………………………. email:……………………………………………………

**VERGE CUTTING and GRASS CUTTING**

Please answer the following questions, continuing on separate sheets if necessary.

1. Experience

2. Location

Please give the location of your head office and any regional/branch office if relevant.

3. Insurance

Please provide details of your insurance and indemnity cover. As a minimum, the Council requires £10 million public liability insurance.

4. References

Please provide contact details of:

(a) two organisations for whom you provide a similar service to the service described in the specification below:

(b) one credit reference

5. Approach to service

Please specify your approach to the service including details of staff, equipment, health and safety and quality assurance.

It is a requirement that the tenderer explains how they will deal with employee absence through sickness, holidays or other reasons to ensure that the contract specifications are met regularly and to the required standard.

It is assumed that the verges and the grass in the play area and cemetery will be cut using mechanical mowers and strimmers used to tidy up edges – up to the garden fencing in the play area and the hedges in the new cemetery. **It is essential that cut grass that falls onto the highway or footpaths is swept or blown back onto the verge.** Please confirm that this will be so and provide details of the mowers to be used.

The tenderer should provide the cutting schedule to be followed.

6. **Rates and prices**

1. Cost per annum of the cutting regime as specified on Helmsley Grass Plans pages 1,2,3,4 5 and 6.

Where 12 or 15 cuts (only play area to be cut x15) are specified, the cuts are to be evenly spaced between 15th March & 30th September each year. **£……………………..**

**b**) Non programmed cutting: The Contractor may be asked to make additional cuts of some areas of verge from time to time. Tenderers should quote a rate per hour.  **£……………………..**

**SECTION 3 THE AGREEMENT**

## The following document is the form of agreement which the successful tenderer will be required to sign with the Council after award of the contract.

# Date

# The Council Helmsley Town Council, The Old Vicarage, Bondgate, Helmsley, YORK YO62 5BP

# The Contractor

**BACKGROUND**

1. The Council has invited tenders for cutting the town’s verges and other grass areas.

2. The Contractor has submitted a tender which has been accepted by the Council for the service.

**THE AGREEMENT**

1. The following documents are incorporated into this agreement:

(i) The tender accepted by the Council (including all the documents referred to in the tender).

(ii) The contract conditions.

1. The specification.
2. The Key and Helmsley Grass Plans pages 1 to 6 inclusive.

2. The documents in 1 are termed “the contract documents”.

3. In consideration of the amounts to be paid for the service by the Council in accordance with the contract documents the Contractor agrees with the Council to provide the service to the Council’s satisfaction in accordance with contract documents.

4. Contract term. The contract will start on 15 March 2025 and end on ……………… (to be confirmed when the contract is awarded).

**SIGNED** by

……………………….……………….(for the Council)

…………………….………………….(for the Contractor)

duly authorised signatories.

**SECTION 4 CONTRACT CONDITIONS**

**1. TERM**

1.1 Subject to 1.2 below the contract shall commence on 15th March 2025 and the council will decide whether this will run for either a three year or five year term (“the contract term”) when the contract is awarded however, the Council has the power to extend the contract for a further year. Should the Council decide to extend the contract and the Contractor is willing to do so, the contract will be adjusted by CPI to reflect the increase in inflation during the contract term (as at the rate of CPI in September in the 3rd or 5th year depending on the contract length). No other adjustment or re-negotiation of the price will therefore be possible for the extended period except, of course, if the specifications change.

1.2 Either the Council or the Contractor may give one month’s written notice to terminate the contract after six months. No reason need be given for such notice.

**2. SERVICE PROVISION**

2.1 The Contractor shall provide the service to the contract standards referred to in the specification and to the Council’s satisfaction.

**3. PAYMENT**

3.1 The Council agrees to pay the Contractor for the service at the rates and prices (“the contract charges”) referred to in the tender.

3.2 The Contractor will inform the town clerk every time that the verges and play area grass are to be cut.

3.3 The Contractor shall submit invoices to the Council in a form acceptable to the Council every month. The invoice will show the total amount of contract charges due for the cut and such other details as the Council may require. The Council will pay undisputed invoices within 30 days following the receipt of the invoice.

3.4 The Council shall consider and verify all invoices submitted by the Contractor in a timely fashion and any undue delay in doing so is not sufficient justification for failing to regard an invoice as valid and undisputed.

3.5 If the Council grants permission to the Contractor to sub-contract any part of the Contract the Contractor shall ensure that any sub-contract awarded by the Contractor includes the same provisions as clause 3.3 and 3.4, and that such terms are passed down through the supply chain.

**4. EMPLOYEES**

4.1 The Contractor must employ sufficient numbers of appropriately trained and experienced staff and must ensure that the service is provided to the contract standard at all times including periods of absence through staff holiday, illness, machinery breakdown or otherwise. Should the Contractor themselves undertake the work they must make provision for the work to be done by an appropriately trained and experienced replacement during periods of absence through holiday, illness or otherwise.

4.2 If the Council has grounds for concern about the actions, behaviour or record of any person involved in the provision of the service, the Council shall make representations to the Contractor who will use its best endeavours to comply with any recommendation made by the Council regarding the provision of the service by that person.

**5. ASSIGNMENT AND SUB-CONTRACTING**

5.1 The Contractor shall not assign or sub-contract the contract or any part of it without the Council’s prior written consent.

5.2 If the Council consents in writing to a sub-Contractor being used in the performance of the contract then the Contractor shall pay the sub-Contractor within 30 days of receiving an undisputed invoice.

**6. INDEMNITY AND INSURANCE**

6.1 The Contractor agrees to indemnify the Council against all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of the Contractor’s failure to provide the service to the contract standard except where attributable to the Council’s own negligence or that of its servants or agents.

6.2 The Contractor shall maintain adequate insurance to cover the potential liability in 6.1 which shall be for the minimum sum of £10 million in respect of any one occurrence.

6.3 The Contractor shall also take out and maintain in force with a reputable insurance company all appropriate insurance policies against loss and damages arising from the fault or negligence of the Contractor in the provision of the service.

6.4 The Contractor shall if requested by the Council produce a certificate of insurance certifying that the insurance referred to in this condition is in force and the Contractor shall not cancel or alter such insurance without first giving to the Council one month’s prior notice in writing.

**7. STATUTORY REQUIREMENTS**

7.1 The Contractor shall comply with all relevant legislation relating to the provision of the Service; including, but not limited to, the provisions of the Health and Safety at Work Act 1974, the Provision and Use of Work Equipment Regulations 1998 (PUWER), the Control of Vibration at Work Regulations, and COSHH regulations. The Council may require the Contractor to provide a copy of its health and safety policy at any time during the contract term.

**8. EQUIPMENT**

8.1 The Contractor shall ensure that all equipment relating to the provision of the service is kept in safe working order and that all people using it are fully trained in its operation.

**9. DISPUTE RESOLUTION**

9.1 If a dispute or difference has arisen between the Council and the Contractor relating to this agreement both parties shall use all reasonable endeavours to resolve the dispute and to this end shall meet as soon as possible with a view to discussing and resolving the matter. This clause will not operate to prejudice the rights of either party against the other whether through litigation or otherwise.

## 10 BREACH OF CONTRACT

10.1 If the Contractor:

(a) has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this contract or any other contract with the Council; or

(b) has committed an offence under the Prevention of Corruption Acts 1889 to 1916; or

(c) becomes bankrupt; or

(d) has a receiving order made against it; or

(e) presents its petition in bankruptcy; or

(f) is subject to a winding up order; or

(g) has a receiver appointed; or

(h) is in persistent and/or material breach of contract (by failure to achieve the contract standards or otherwise); then

the Council shall terminate the contract immediately and recover all losses resulting from such termination.

**11. GENERAL**

11.1 The Council may require the service to be varied at any time upon such terms as may be agreed with the Contractor and, where appropriate, the variation shall include provision for adjustment of the contract charges. Such variation may apply to additional or reduced work or different categories of work.

11.2 All variations shall be recorded in writing and attached to this agreement.

11.3 This agreement is governed by English law.

11.4 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement.

11.5 The Contractor shall not be liable for any default in the provision of the Service caused by any relevant factor beyond the Contractor’s control (eg Act of God, strikes, Act of Government, Force Majeure, etc).

11.6 Any notice to be served on the Contractor or the Council shall be sent by recorded delivery to their respective addresses referred to in the Agreement.

* 1. This agreement represents the complete agreement between the Council and the Contractor and supersedes all other undertakings, statements and agreements relating to the service.

No costs incurred in the preparation of tender submission documents will be met by the council.

**SECTION 5 SPECIFICATION**

1. **Introduction**

1.1 The Contractor is required to cut areas of grass within the highway and the other areas as indicated on the Helmsley Grass Plans in paragraph 6 below.

1.2 The Council’s authorised officer may request additional works in addition to the routine verge cutting specified in the specification and these shall be paid for in accordance with the contract.

1.3 The Contractor is to inform the authorised officer either by telephone, text (office mobile) or email at the commencement of a cut and on its completion. This is to enable the authorised officer to deal with queries and complaints from members of the public.

2.0 **Authorised Officer**

2.1 The authorised officer is the town clerk.

3.0 **Safety Requirements**

3.1 Consideration must be given to all risks associated with the works when planning grass cutting operations. These include not only risks to the operative but also to all highway users and members of the public who are in the play area, cemetery, churchyard or on Ryedale Close Green when the grass is being cut.

3.2 At all times signage in accordance with Chapter 8 of the Traffic Signs Manual must be used.

3.3 At all times operatives must wear high visibility garments in accordance with BSEN 471 class 3.

3.4 Operatives must:

1. always check the area of grass prior to cutting, remove mole hills, remove and dispose in a licensed tip any debris that is likely to cause a risk to the public, the operative or the grass cutting machinery e.g. litter, stones, bottles, cans etc.

b) always remove items such as wheelie bins, bin bags etc. before cutting commences and replace them when cutting is complete.

c) take particular care when members of the public are in the vicinity of the grass cutting machinery and stop the machinery and engine if a member of the public approaches the machine.

d) never leave the machinery whilst the engine is still running nor attempt any adjustments, blockage clearance etc. without closing down and isolating the engine.

e) return to an area of verge that has not been cut (because of proximity of a parked vehicle and risk of cut grass or, e.g., stones or debris impacting on the vehicle) as soon as possible to cut it.

f) Take care around trees. Trees should not be caught by the strimmer or bumped into with the mower. If the contractor thinks a guard is needed then please contact the clerk.

3.5 Grass cutting machinery must never be operated by any person unless they are qualified, or under supervised training to do so.

3.6 All grass cutting machines shall be fitted with at least one flashing amber beacon to be operated whilst engaged in the works. If one beacon is likely to become obscured by movement of the cutter or other equipment during the work, then a second beacon must be fitted.

4.0 **Grass cutting standard and frequency (includes minor maintenance of vegetation growing into or around certain areas such as The Limes Play Area and the New Cemetery – western boundary by hedge and around benches so that the grass can be cut to boundaries**

4.1 The areas of grass indicated on the contract plans shall be cut by cylinder or rotary cutters, strimmer (or similar appliance) where applicable.

4.2 Where 12 cuts are required by the Council during each year of the contract period, the sward is to be an average of 50mm (excluding flower heads where appropriate) in height on completion of each cut and where strimming is carried out. These twelve cuts are to be spread out through Spring to Autumn to ensure that the verges are kept as short as possible during the main grass growing season.

Grass cutting on fifteen occasions per annum on a regular cycle of not less than two weeks to maintain a finished length of 50 mm will be required for The Limes Play Area.

After No Mow May or Bloom June, the sward is to be an average of 50mm within 2 cuts after the end of each period of not cutting.

In the play area the grass must be cut as close to the boundaries as possible. Some vegetation around the solid fencing may have to be cut back as brambles etc grow in quickly from neighbouring properties. Similarly in the New Cemetery on the western boundary by the hedge, nettles and brambles must be kept clear of the memorials. Benches must be kept clear of vegetation so that they are fit to be used.

4.3 The Contractor is required toclear The Limes Play Area and the New Cemetery of litter, broken glass and any accumulation of rubbish and remove to litter bins prior to cutting the grass. The cost to be included in the price per cut. In the New Cemetery pots should be placed, and left on, memorials. The contractor will be expected to flatten or work round mole hills.

4.4 Swathes and cuts must overlap to ensure that no grass is left uncut.

4.5 Any areas of flowers in bloom, such as daffodils etc, shall not be cut until they are dying back. Contact the authorised officer if in doubt.

4.6 All edges abutting footways, cultivated areas, walls etc are to be carefully cut back using a strimmer or similar approved appliance. Grass around the base of trees, posts, lighting columns, public seats etc is to be cut back in the same way, **taking care not to damage any of them.** The Contractor is liable to make good at their own expense any damage to any property belonging to the council or any third party. No chemical or herbicide is to be used to stop grass growth anywhere.

4.7 The presence of stands of injurious plants and weeds shall be reported to the authorised officer (eg Spear Thistle, Ragwort, Giant Hogweed, Japanese Knotweed, Himalayan Balsam).

**5.0 Removal of grass cuttings**

5.1 Cut grass shall remain on the area being cut and at the end of cutting all adjacent footways, channels and carriageways shall be clear of cut grass. Care must be taken to ensure that cut grass does not enter or cover gulleys.

5.2 Cut grass shall only be removed from the verge only on the instruction of the authorised officer. The Council has no objection to the Contractor removing cut grass and using it for their own purposes if it is done at their own expense.

1. **Contract areas**

Please see Helmsley Grass Plans pages 1 to 6 inclusive of the grass to be cut. Should a tenderer have any doubts as to the extent or location of any area, they should contact the town clerk asap.

**HELMSLEY GRASS PLANS**

**These plans specify the number of cuts per annum and in some cases when.**

**PLAN KEY (except for maps 5 & 6 Cemetery and Churchyard – see their own Key)**

**Solid Green Cut x12** **except for The Limes Play Area cut x15 as stated on plan.**

**//// = NMM Now Mow May.** Cut March and 7 times from June onwards. Total no. cuts 8 (i.e. no cuts April or May)

**xxx = BJ Bloom June** – Cut March, and 6 times from July onwards. Total no cuts 6. (i.e. no cuts April, May or June).

**ooooo = MJS** = Cut in March, July and September, Total no. cuts 3.

**PLANS LIST**

1. **South - A170 Thirsk Road only**
2. **North-west – Stokesley Road to west side of Warwick Place**
3. **North – Feversham Road/Carlton Road-east & south to A170**
4. **The Crescent/Ashdale Road and east**
5. **Churchyard (own key)**
6. **Cemetery (own key)**