

INVITATION TO TENDER LETTER

Fleet Parish Council

Administration Address: 4 Barrington Close, Holbeach, Spalding. PE12 7NH

Work to be completed at: Various Locations within Fleet – Details attached

Dear Sir / Madam

INVITATION TO TENDER (ITT) for FLEET PARISH COUNCIL GRASS CUTTING AND AMENITY MAINTENANCE

- 1 Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents.
- 2 Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below.
- 3 Your tender response must be received by Fleet Parish Council Clerk, 4 Barrington Close, Holbeach. PE12 7NH no later than **12 noon on 21st February 2025**. Tender responses may be attached and submitted via email to fleetparishcouncilclerk@gmail.com. Late tenders will **not** be considered.
- 4 If having read the enclosed schedule of works you decide not to submit a tender, I would be grateful if could send your reasons (though you are under no obligation to do so) to Fleet Parish Council Clerk, at the above address marked 'No Tender'.
- 5 Please contact me if you have any questions about the tendering procedure. The enclosed also contains details for providing you with further information or clarification of the Councils requirement.

I look forward to your response.

Yours sincerely

Robyn Negus

Robyn Negus
Clerk
Fleet Parish Council

INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES

- 1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact the Clerk, if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are **not** allowed.

Contract Period

- 2 The contract is to be for a period of three seasons

Incomplete Tender

- 3 Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

Returning Tenders

- 4 Manuscript bids including envelopes and packages must bear no reference to the tenderer by name; franking machines which automatically print the company's name should not be used. Tenders must be delivered by 12 noon on 21 February 2025.

Receipt of Tenders

- 5 Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

Acceptance of Tenders

- 6 By issuing this invitation the Council is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

Inducements

- 7 Offering an inducement of any kind in relation to obtaining this or any other contract with the Council will disqualify your tender from being considered and may constitute a criminal offence.

Confidentiality of Tenders

- 8 Please note the following requirements, you must not:
 - Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
 - Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
 - Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.

Failure to comply with these conditions may disqualify your tender.

Costs and Expenses

- 9 You will not be entitled to claim from the Council any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

Debriefing

- 10 Following the award of contract, debriefing will be included in the letter sent to unsuccessful bidders.

Evaluation Criteria

- 11 The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economically advantageous tender.

Freedom Of Information

- 12 The Council is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Council may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Council should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Tender Period

- 13 Due to the evaluation process, the Council requires tenders to remain valid for a 1 month period.

Conclusions

- 14 Whilst every endeavour has been made to give tenderers an accurate description of the Council's requirement, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

FLEET PARISH COUNCIL GRASS CUTTING AND AMENITY MAINTENANCE SCHEDULE OF WORKS – 2025

“**The Council**” - Refers to Fleet Parish Council who is the proposer in this tender

“**Full Parish Council**” - This is the body with all its members who have a monthly meeting which they are summoned to attend

“**The Contractor**” - The company or sole trader that has successfully won the tender

“**Grass Cutting Season**” - The period in which the contracted works is completed. (This season may be weather dependant as outlined below)

1. CONDITIONS OF CONTRACT

1.1. Responsible Officer

The Clerk, Fleet Parish Council. c/o 4 Barrington Close. Holbeach. PE12 7NH

1.2. Extent of work

The number of grass cuts to be undertaken may be altered, upwards or downwards, following the written instruction of the Responsible Officer dependent upon the grass cutting season. The grass cutting season is largely commensurate at the end of March and ending in October, however this is weather dependant.

1.3. Duration of Contract

The duration of the Contract is for three seasons. Any applications for rate changes will only be considered at the annual review, which will be carried out in December.

1.4. Payments to Contractor

Invoices should be addressed and submitted to the Responsible Officer as above.

1.5. 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 Responsible Officer prior to the commencement of works and for renewals during the course of the tender one calendar month following renewal. Failure to provide the document during the course of the tender will be treated as breach 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 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.

1.6. Health and Safety

The Contractor shall accept full responsibility for compliance with Health and Safety legislation in respect of the works comprised in this agreement. The Contractor will provide a copy of appropriate risk assessments prior to the commencement of works.

1.7. Value of Works

The prices included in this agreement are for the full inclusive value of the work described, including all profit, taxes, costs and expenses, and all general risks, liabilities, and obligations.

1.8. Inspection

A regular inspection will be carried out by the Council throughout the period of this agreement to ensure the work is completed in accordance with the Specification of Works. Grass not cut to the requirements of the Parish Council outlined in this tender are to be re-cut at the Contractor's own expense.

2. SPECIFICATION OF WORKS

- 2.1. The height of the grass cut is to be agreed with the Responsible Officer.
- 2.2. The Contractor will use the equipment, or equipment of the same type and similar specification as set out in item 2 of the corresponding Appendix below.
- 2.3. Prior to cutting an area, the Contractor will ensure that the area is free from such stones, paper, tins, bottles and other debris, which might constitute a risk to health & safety, or to the cutting machinery in use wherever possible.
- 2.4. 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 specific hazards.
- 2.5. The contractor will at all times during the period of the Contract, ensure that machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut.
- 2.6. Any damage caused while undertaking the works will be made good by the Contractor at their own expense and to the satisfaction of the Council.
- 2.7. The Contractor will at all times during the period of the Contract ensure that machines are properly guarded and maintained as to present no danger to the operator, surrounding structures, vehicles or any person or pets 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 Parish Council.
- 2.8. During the period of the Contract growth regulators or weed killers of any form may be applied to areas specified by the Responsible Officer. Any application may then only be undertaken by fully trained and certificated staff. Copies of relevant certificates to be sent to the Responsible Officer in advance of any works taking place where they will be stored for 7 years after the termination of the contract.
- 2.9. All grass will be cut cleanly and evenly and without damaging the existing surface.
- 2.10. Any leavings to be dispersed evenly across the grass and not left in mounds. It is expected that all footpaths and Highways are left free of detritus.
- 2.11. The Contractor will complete one area of grass cutting before moving onto the next.
- 2.12. Immediately after cutting an area, the Contractor will ensure that leavings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths and public footpaths, etc., by sweeping or using a blower.
- 2.13. Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.
- 2.14. Mowing will take place on the full area of grass at the site, up to the paving, fencing obstacles and any other boundaries.
- 2.15. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting "divots" from the machine rollers or cutters. Should Contractor activity cause damage as a result of negligent decision making, this will be put right by the Contractor.

2.16. 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.

2.17. 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.

2.18. Mowing around obstructions including seats, trees, fence lines, posts, memorial stones kerbs and the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate. The cutting of such areas will be undertaken within 24 hours of the main site being mowed and will be deemed to be included in the Contractor's rate for each location.

2.19. Cutting equipment, including strimmer's, must not damage any trees, shrubs etc. or permanent or removable fittings. All damage to be rectified by the Contractor.

2.20. All persons operating grass cutting machinery must be satisfactorily trained, suitably conversant with Health and Safety legislation and competent in their operating methods. Relevant records to be provided to the Parish Council on request.

3. DATA PROTECTION AND SHARING

3.1 Fleet Parish Council includes in this agreement the scope and limitations of the tender and processing through to completion of the contract. The information given in this tender by the Contractor will be treated in strictest confidence until the successful tender has been accepted and not used outside the purpose of this application and for administration to current legislative and Council requirement. The successful tender will also have this record kept for a minimum of 7 years after the completion or termination of the contract. This tender will be managed as per Fleet Parish Councils privacy statement and its supporting data protection policies.

I/We agree to complete the work in accordance with the terms and conditions set out in this tender document. I/We understand that Fleet 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.

Signed:

Name:

Position:

Date:

Address:

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Telephone Contact number:

Email Address:

APPENDIX – B. AMENITY AREAS

Area of works	Cutting period (see attached programme)	Est No of cuts	Price per Cut for All Areas (excl. VAT)	VAT (if applicable)
As Detailed Below:	Cut every 14 days - Commencing late March to late October - Cuttings to be left uncollected but not left on footways or the road.	16		
FLEET HARGATE:				
Fleet Rd junction with A17 both sides down to houses				
Both sides of junction Old Main Rd to Fleet Rd (with planters)				
Western side verges on Fleet Rd opposite Old Main Rd junction				
Southern verge areas on Old Main Rd from The Maples junction to junction with Eastgate				
Northern verge areas on Old Main Rd from the old Bull PH to Lowegate				
Both sides of eastern link road from A17 to Old Main Rd(with planters)				
FLEET CHURCH END:				
Village green opposite Threshers Cottage, large area				
Church triangle, junction of Wood Lane and Bensgate				
Triangle opposite Wood Lane school.				
BRANCHES LANE AREA:				
Verge at Junction Rowan Close and Fleet Rd, south and abutting no.2 Rowan Close				

*N.B. The actual number of cuts will be dependent on the season's growth patterns.

B.2 DETAIL OF EQUIPMENT TO BE USED:

Type (e.g. cylinder/rotary/flail/trimmer)	Area of works to be used	Make	Model	Maintenance record available? Y/N

APPENDIX – E. PARISH PLANTERS

Area of works	Works Required	Price (excl. VAT)	VAT (if applicable)
Planter outside old Bull PH	Spring and Autum planting. Keep weed free. Water, fertiliser and compost as required.		
Planter outside The Maples			
Planters x 2 at Highbrow – Far end of Old Main Road			
Fleet Road Planter – Off industrial Estate			
Church End Flowerbed			