



## POTTON TOWN COUNCIL

23rd October 2024

Dear Contractor (Prospective Tenderer)

### **Invitation to tender for a one year grass cutting for Potton Town Council**

The Town Council's grass areas to be cut is as follows;

Allotments
Cemetery
Churchyard
Henry Smith Playing Fields (Including play area, skate park)
Mill Lane Playing Fields (Including play area)
Highway Verges (within the 40mph, 30mph and 20mph speed limit)*
Nature Reserve (Hatley Road)*

\*The Town Council may consider passing responsibility back to Central Bedfordshire Council for the maintenance of these areas.

Below you will find further details of the specification and the areas to be cut. Attached are various other documents which contractors are advised to carefully read before deciding to submit a quotation.

Your quotation (Page 2 and 3 below) needs to arrive by **midday on 12th November 2024**. The Town Council will then consider the quotations at a committee meeting on the 19th November 2024.

Please feel free to contact the town council to request an accompanied site visit.

I look forward to your response and please feel free to contact me if you require any further information.

Yours sincerely,  
for Potton Town Council

Town Clerk

Mr J Whitehurst FSLCC  
BA (Hons) Community Governance  
Town Clerk  
Potton Town Council, The Community Centre, Brook End, Potton, Bedfordshire SG19 2QS  
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All prices not including VAT	Total price for 2025-26
Allotments	
Cemetery	
Churchyard	
Henry Smith Playing Fields (Including play area, skate park)	
Mill Lane Playing Fields (Including play area)	
Highway Verges*	
Nature Reserve, Hatley Road*	

\*The Town Council may consider passing responsibility back to Central Bedfordshire Council for the maintenance of these areas.

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

I/We understand that Pottton Town 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: .....

Company: .....

Address: .....

.....

.....

Contact number: .....

# GRASS CUTTING CONTRACT QUESTIONNAIRE

## Details relating to prospective tenderer

1. Name: .....
2. Address: .....  
.....  
.....
3. Telephone number: (Landline and mobile).....  
.....
4. Email address:.....
5. Contact name and position in company:.....  
.....
6. Nature of business: .....
7. If the business is a company?.....  
Is it a subsidiary of another company?.....  
If yes, please give details:.....  
.....
8. Date of business formation:.....
9. Are you VAT registered?..... VAT number if appropriate: .....
10. Please state number of grounds maintenance employees: .....
11. Please state which branch the contract will be serviced from (if applicable):  
.....
12. Please give any other details which you feel may be relevant. For example similar contracts in the area or for similar authorities, etc (using a separate sheet if necessary):  
.....  
.....  
.....

Signed: .....

Position: .....

Date: .....

## **Potton Town Council – Specification of Work**

### Grass cutting – General Conditions

1. The Contractor shall, 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 from such lack of maintenance shall be made good by the Contractor.
2. The Contractor shall, 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 or to any person in the vicinity of the operations. The Contractor shall provide his staff with all relevant safety equipment and shall ensure that his staff use this at all times they are engaged in work on any site.
3. During the period of the Contact, no weedkillers or growth regulators of any form shall be applied to any area without the prior knowledge and agreement of the Town Clerk sanctioning such an operation.<sup>1</sup>
4. The Town Clerk may instruct the Contractor to discontinue work on any or all sites if he feels the climatic conditions are such that cutting is either unnecessary or may cause damage. The Town Clerk may instruct the Contractor to continue work if he feels the climatic conditions are such that cutting is necessary and won't cause damage.
5. During periods when ground conditions are so wet as to prevent grass cutting occurring without causing damage to the surface or levels of the ground, or producing divots, the Contractor shall cease his grass cutting operations. Any damage caused will be reinstated by the Contractor to the satisfaction of the Town Council.
6. If inclement weather or any other thing acceptable to the Town Clerk may prevent the Contractor from mowing, he will immediately resume grass cutting once conditions become suitable again. The Contractor will be expected to provide sufficient manpower and machinery to catch up if there is a substantial amount of mowing time lost.
7. Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris.
8. 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.
9. The Contractor will complete one area of grass cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, memorial stones, paths and public footpaths, etc., by sweeping or using a blower.

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<sup>1</sup> Potton Town Council are developing a pesticide free policy which will be introduced in the near future.

10. Mowing shall be carried out as close as possible to fixed obstructions / obstacles. Moveable obstructions / obstacles can be removed to facilitate cutting and replaced before the contractor leaves the site. To remove the element of doubt the contractor will be expected to trim grass around all signs, seats, gravestones, memorial stones and trees that are within the grass areas and will be undertaken using methods, tools and machines as appropriate. The cutting of such areas will be undertaken on the same day as the main site being mowed and will be deemed to be included in the Contractor's rate for each location.
11. Any area that is unable to be reasonably cut with a mechanical mower can be strimmed. If used, strimmers must not be damage any trees, shrubs etc or permanent or removable fittings.
12. Mowing around obstructions / obstacles and in the proximity of margins shall be undertaken to the same standard as to the main areas, using methods, tools and machines as appropriate. Particular care shall be paid to cutting and strimming around trees and bushes in order that damage is avoided. Taking care to also avoid damage to property such as parked vehicles, property windows and pedestrians from flying debris.
13. The Contractor will be required to re-cut any area deemed by the Town Council to be unsatisfactorily mown. The grass shall be no more than height mentioned in grass specifications immediately after cutting. All stalks and / or bents shall be cut to the same height as the grass and shall be completed before the Contractor leaves that site. Grass cuttings need to spread evenly across the grass area and not left in mounds.
14. The Contractor will rectify or replace at his own expense, anything on site damaged as a result of grass cutting.
15. The Contractor will allow within his rates, for grass cutting rough, sloping or uneven ground.
16. Grass cutting machines shall be appropriate for the size of area being cut and the standard of finish specified. Inaccessible margins, isolated areas of any size, corners, gravestones, bases of fence lines, hedges, buildings and the like shall be cut by other suitable machine or by hand at the same time. The Contractors rates for grass cutting shall be deemed to include for the above work.

## **Potton Town Council – Conditions of Contract**

### Assignment:

1. The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Town Council.

### Sub-letting:

2. Sub-letting shall be permitted only with the written consent of the Town Council and such consent shall not relieve the Contractor from any liability or obligation under the Contract.

### Indemnities and Insurance:

3. The Contractor shall indemnify and keep indemnified the Town Council against all losses, claims, demands, proceedings, damages, costs, charges and expenses in respect of or in connection with the injury to or death of any person (including a person employed by the Contractor) and loss of or damage to property real or personal, including property belonging to or in possession of a person or persons employed by the Contractor, happening consequent upon or in connection with the carrying out of the Contract.

### Third Party Insurance:

4. The Contractor shall effect and maintain minimum insurance policies which provide both the Town Council and Contractor with full cover in respect of any relevant liability.

### Minimum Amount of Third Party Insurance:

5. Such Insurance Policies shall be effected with an insurer in terms approved by the Town Council (which approval shall not be unreasonably withheld) and the Contractor shall produce certified copies of the said insurance.

### Public Liability Insurance:

6. A public liability insurance of five million pounds for any one incident has to be taken out by those undertaking the mowing.

### Remedy on the Contractor's failure to Insure:

7. If the Contractor shall fail to effect and keep in force relevant insurances, the Town Council may cancel the Contract.

### Precautions against Pollution:

8. Subject and without prejudice to any other provisions of the Contract, the Contractor shall take all reasonable precautions against pollution.

### Cleanliness of Roads and Footways:

9. The Contractor is responsible for the removal of cuttings from carriageways, footways or other hardened areas. The Contractor shall be responsible for clearing and re-instating any damage resulting from leaks and spillages from his machinery.

### Workmanship:

10. No payment will be made for work not carried out to the satisfaction of the Town Council.

#### Health & Safety:

11. The Contractor shall comply with the current Health & Safety at Work Regulations and ensure all employees and sub-contractors adhere to these policies. Vehicles including ride-on mowers are to be fitted with rotating amber beacons which are switched on when the vehicle is in use. All operatives should be competent and adequately trained to operate the plant they will be using. Personal protective clothing should be worn, including steel toe cap boots, safety goggles, gloves, overalls and safety helmets. Anti-roll bars will be fitted to mowers if this is possible. For the safety of pedestrians and other road users, grass cuttings should not be left on footways, carriageways, gravestones and play safety surfacing but may be swept or blown onto the adjacent verge.

#### Traffic Safety Measures:

12. Any mowing undertaken outside the 30mph limit may need to be signed to Chapter 8 of the, Department for Transport, Traffic Signs Manual. Mowers will travel with the traffic flow when cutting from the road and operatives will be aware of pedestrians and should not impede their progress. Operatives will wear high visibility clothing.

#### Noise at Work

13. Ear Protection should be worn as appropriate for the machinery in use.

#### Damage

14. All due care must be taken whilst mowing or strimming and any damage caused must be reported to the mowing contract manager/town clerk immediately.

#### Termination of Contract

15. Either party may, without reason, terminate the Contract, in writing, giving no less than Three Months' Notice.

#### Training Workshop

16. The successful tenderer shall attend a half-day free workshop for operatives on mowing for conservation to help understand what and why we are trying to achieve with the strategy.

#### Site Access

17. Upon commencement of the contract the contractor will be issued with the key code and keys for access purposes. The contractor will return the key to the office at the termination of this agreement.

## **QUOTATION FOR GRASS CUTTING IN POTTON**

1. Contractors should acquaint themselves with the conditions of work before quoting, and ask all questions by email to the Town Clerk before submitting their quote.
2. The contractor will be expected to cut the grass as per the agreed schedule.
3. Quotations are to be submitted exclusive of VAT.
4. The Contractor shall include in the quote for everything necessary to complete the works.
5. The Contractor shall comply with the Health and Safety at Work regulations and all other statutes and regulations. If working alone, he/she shall be expected to notify a supervisor or line manager of his/her whereabouts and the likely length of time. This can be a relative or a work colleague.
6. Before the contract can commence, the successful Contractor shall supply a copy of the current Public Liability Insurance policy, a risk assessment and two references of clients of similar standing to the Town Clerk. The latter is not required where contractors are known to the Town Council. It is expected that contractors will be able to provide references from clients with similar contracts.
7. The contract will run for a period of one year (1st March 2025 – 28th February 2026).
8. To provide all necessary equipment to cut the grass as marked on plans, including carefully cutting around all the gravestones.
9. The council reserves the right to clarify any statements on submitted quotations and specifications with contractors before making any decision.
10. The Contractor must provide all necessary equipment and personnel to perform the job and provide method statements to cover all aspects of Health and Safety.
11. The Contractor shall at all times maintain in force such policies of insurance, with reputable insurers or underwriters approved by the Council, as shall fully insure against such risks as the Council in its absolute discretion may require and indemnify the Council against any damage, loss or injury which may occur to any property or to any person by or arising out of or in connection with the provision of the service in the minimum sum of £5million for any one claim for property damage, unlimited for personal injury.
12. The contractor will be expected to provide copies by email of all insurance policies at their renewal anniversary to the clerk to prove continuity.
13. The council reserve the right to add or remove areas to be cut during the period of the contract and the contractor will be invited to provide a cost/reduction where applicable in writing to the clerk. This will then be added to the schedule and be a binding part of the contract.
14. The council will not be liable for any damage or loss to equipment incurred by the contractor during the period of the contract howsoever caused. The contractor is expected to survey each area before cutting commences to ensure no obstacles or stones are present.