

**KIRKBYMOORSIDE TOWN COUNCIL**

**TENDER FOR  
VERGE CUTTING**

**TENDER CLOSING DATE:**

**8 MARCH 2013**

**The Town Clerk  
Kirkbymoorside Town Council  
The Shambles  
Crown Square  
Kirkbymoorside  
York  
YO62 6AY**

**01751 432217  
Town.clerk@kirkbymoorsidetowncouncil.gov.uk**

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## **SECTION 1 - HOW TO TENDER**

### **General**

1. Kirkbymoorside Town Council (hereafter “the Council”) is seeking tenders for cutting the verges in the town (Kirkbymoorside 25,665 sq mtrs, Keldholme 3,997 sq ms, Kirkby Mills 1,462sq mtrs, in Kirkbymoorside an unmeasured area at junction of Springfield Lane/Old Road-map P2h marked X, and in Kirkby Mills 140 sq mtrs of verge marked X). North Yorkshire County Council is responsible for cutting the verges but the Council will assume this responsibility subject to the outcome of the tendering process. The Council has added two areas marked X for which NYCC does not have responsibility.
2. The contract will be for a two year period commencing on 1 April 2013; however, the Council has the power to extend the contract for a further year subject to it being satisfied that the Contractor has provided the required service to its satisfaction. The contract will be adjusted by RPI to reflect the increase in inflation between 1 April 2013 and 1 April 2015. No other adjustment or re-negotiation of the price will therefore be possible for the extended period except, of course, if there are any changes to the specification.
3. Either the Council or the Contractor may give one month’s written notice to terminate a contract after the first six months from its commencement.

### **Evaluation**

4. The Council will 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 preliminary decision on the award of contracts by 22 March 2013. 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) offer 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.

### **Freedom of Information and Confidentiality**

8. Bidders should be aware that information relating to this quote may be subject to the provisions of the Freedom of Information Act. The Act requires the Council to provide copies of information to any third party who makes a request for it. Certain information is exempt from disclosure under the Act, including information which is a trade secret, commercially sensitive (unless to disclose is in the public interest) or confidential in nature. If the bidder believes that any information supplied by them would fit within the exemptions set out in the Act then they should inform the Council in writing, giving a precise definition of the information the bidder considers to be exempt and citing the relevant exemption. Bidders should not mark all information submitted to the Council as “confidential”, but only information that the bidder believes to be exempt under the Act’s confidentiality and commercial interest exemptions. The Council will endeavour to consult the bidders before information of this type is disclosed to third parties. The Council cannot, however, accept any restriction on its ability to disclose information which (in its reasonable opinion or in accordance with any recommendation, notice or decision of a competent authority) it is required to disclose under the Act. **Consequently, the Council cannot guarantee that any information supplied by the bidder will be kept confidential.**
9. Whilst information held by the Council is subject to the above the bidder will be required to keep confidential all information supplied to it by the Council which is exempt from disclosure because it is confidential, commercially sensitive or a trade secret under the Act, whether or not the Council designates or marks it as confidential (“confidential information”). The bidder shall ensure that those of its employees who need to see and use it for the purpose of provision of the Supplies are aware of this obligation of confidentiality and undertake to comply with it. The bidder will also be required to ensure that the terms of any sub-contract reflect this requirement.
10. The bidder acknowledges and agrees that by submitting a bid to the Council it agrees to the terms of this Freedom of Information and Confidentiality section.
11. Confidential information provided by the Council may include but not be limited to employee liability information for the purposes of the Transfer of Undertaking (Protection of Employment) Regulations and information relating to details of the incumbent service provision.

## **Fraud, Corruption and Ethical Standards**

12. The Council believes in a strong ethical culture. The conduct of its Members and Officers in fulfilling their roles is regulated by National Codes of Conduct and a comprehensive complaints framework.
13. Standards of behaviour within the Council are generally excellent. The Council continues, however, to promote the ethical agenda to ensure the existing high standards are maintained, and the Leader and Chief Executive Officer are committed to working together to lead by example and to uphold the ethical wellbeing and effective governance of the Council.
14. In working with partners and service providers on Council business, the Council requires similarly high standards from those with whom it works.
15. Further information about the Council's standards of conduct can be obtained on application.
16. Where you believe the conduct concerned may constitute a fraudulent or other criminal offence then there are policies within The Council to help you raise your concerns.
17. The Council is committed to preventing and detecting fraud and has An Antifraud and Corruption Policy and a Whistleblowing policy in place.
18. The Council also expects that all contractors and their staff who work on Council contracts are to comply with the requirements of the Council's policies.

These policies are available on the Council website.

19. Contractors must ensure that they and their employees are aware of the Council's policies.

## **How to Complete the Tender**

21.
  - (a) The tender 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 including how they will maintain the plants given they would be working in the highway. The Council will reserve the right to discuss these statements with Tenderers and the consideration of them 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 Clause 6 of the contract conditions.

- (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.
  - (ii) Rates and prices quoted should be on a per annum.
  - (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**

22. 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**

23. Any enquiries relating to the contract documents should be addressed to Mrs Lisa Bolland, Town Clerk, Kirkbymoorside Town Council, The Shambles, Crown Square, Kirkbymoorside, York, YO62 6AY.  
Tel 01751 432217  
email: [town.clerk@kirkbymoorsidetowncouncil.gov.uk](mailto:town.clerk@kirkbymoorsidetowncouncil.gov.uk)

### **How and Where to Return the Tender**

24. 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.
25. Tenders must be returned in an envelope to Mrs Lisa Bolland Town Clerk, Kirkbymoorside Town Council, The Shambles, Crown Square, Kirkbymoorside, York, YO62 6AY on or before mid-day on **8 March 2013**. If tenders are delivered by hand a receipt will be supplied upon request. 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 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 on 01751 432217. 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.

## THE TENDER

**TO: KIRKBYMOORSIDE TOWN COUNCIL, The Shambles, Crown Square, Kirkbymoorside, York, YO62 6AY.**

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 he 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)

3. Rates and Prices

i)	The grassed verges not to exceed 50mm (excluding flower heads) in height on completion of each cut and where trimming is carried out.	
ii)	All edges abutting footways, cultivated areas, walls, grass around the base of trees, posts, lighting columns etc are to be carefully cut back using a strimmer or similar approved appliance.	

Signed .....

Date .....

Address. ....

.....

.....

Tel No:.....

e-mail.....

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

1. Experience:

2. Location

Please give the location of your Main Office and any Branch Office if relevant.

3. Insurance

Please provide details of your insurance and indemnity cover. As a minimum, the Council requires £2 million public liability insurance.

4. References

Please provide details (names, addresses, telephone/fax numbers and contact name) of:

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

(b) one credit reference

**KIRKBYMOORSIDE AREA - SCHEDULE OF RATES VERGE CUTTING**

1. Programmed cutting of contract area

Price per cut:

- a) **twelve cuts** £ .....
- b) **fourteen cuts** £ .....

Price per cut **plus collection and disposal of grass:**

- c) **twelve cuts** £.....
- d) **fourteen cuts** £.....

2. Non programmed cutting

The Contractor will be asked to made additional cuts of some areas of verge from time to time.

<b>metre</b>	<b>Rate per hour</b>	<b>Rate per square</b>
Cylinder cutter	£.....	£.....
Rotary cutter	£ .....	£.....
Strimmer	£ .....	£.....
Other plant or equipment (please specify types available)	£ .....	£.....
	£ .....	£.....

### SECTION 3 - THE AGREEMENT

Date .....

The Council **KIRKBYMOORSIDE TOWN COUNCIL, The Shambles,  
Crown Square, Kirkbymoorside, York, YO62 6AY.**

The Contractor

#### BACKGROUND

1. The Council has invited tenders for cutting the town's verges.
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.
  - (iii) The Specification.
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.

#### SIGNED by

.....for the Council                      Print Name.....

.....for the Contractor                      Print Name.....

.....for the Council                      Print Name.....

duly authorised signatories

## **SECTION 4 - CONTRACT CONDITIONS**

### **TERM**

- 1.1 Subject to 1.1 and 1.2 below the Contract shall commence on 1 April 2013 and terminate on 31 March 2015 (“the Contract Term”).
- 1.2 Either the Council or the Contractor may, at any time before 1 February 2014, give notice to terminate the contract on 31 March 2014. No reason need be given for such notice.
- 1.3 The Contract will be for a two year period commencing on 1 April 2013; however, the Council has the power to extend the contract for a further year subject to it being satisfied that the Contractor has provided the required Service to the its satisfaction. The contract will be adjusted by RPI to reflect the increase in inflation between 1 April 2013 and 1 April 2015. No other adjustment or renegotiation of the price will therefore be possible for the extended period except, of course, if there are changes to the specification.

### **SERVICE PROVISION**

- 2.1 Subject to 1.3 above the Contractor shall provide the Service to the Contract Standards referred to in the Specification and to the Council’s satisfaction.

### **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 shall submit invoices to the Council in a form acceptable to the Council at monthly intervals. The invoice will show the total amount of Contract Charges due for the previous one month period and such other details as the Council may require. The Council will pay undisputed invoices after the monthly meeting immediately following the receipt of the invoice.

### **EMPLOYEES**

- 4.1 The Contractor must employ sufficient numbers of appropriately trained and experienced staff to ensure that the Service is provided to the Contract Standard at all times including periods of absence through staff holiday, illness or otherwise. Should the Contractor himself undertake the work he 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.
- 4.3 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 will 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.

### **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.

### **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 £2 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 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.

#### **STATUTORY REQUIREMENTS**

- 7.1 The Contractor shall comply with all relevant legislation relating to the provision of the Service; including, but with limitation, the provisions of the Health and Safety at Work Act 1974 including Electrical Safety and comply with the engineering code of practice issued by the Electrical Association and the 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.
- 7.2 The Contractor agrees that in performing its obligations under this agreement it will comply with the provisions of the Human Rights Act 1998 as if it were a public authority

#### **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.

#### **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.

#### **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 will terminate the Contract immediately and recover all losses resulting from such termination.

#### **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 will 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 (e.g. 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.
- 11.7 This Agreement represents the complete agreement between the Council and the Contractor and supersedes all other undertakings, statements and agreements relating to the Service.

## **SECTION 5 - THE SPECIFICATION**

### **1.0 Introduction**

- 1.1 The Contractor is required to cut areas of grass within the highway as indicated on the Contract 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 will be paid for in accordance with the Contract. (See Condition 11 of the Conditions of Contract).

### **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.
- 3.2 At all times signing 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:
- a) always check the area of grass prior to cutting, 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.
- 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**

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 Fourteen cuts will be required by the Council during each year of the contract period and the sward is to be an average of 50mm (excluding flower heads) in height on completion of each cut and where trimming is carried out.

4.3 On highway verges, unless otherwise indicated in the schedule sufficient passes shall be made to cut the whole verge from the back edge of pavement or kerb to the full extent of the verge, in all other cases the width of the area to be cut shall be as specified.

4.4 Grass cutting shall be carried out at the frequencies indicated below between March and November.

Type of Area	Max cuts per year	Height of cut	Working days between cuts	
			Min	Max
A170 verge	14	50mm	8	14
Residential	14	50mm	8	10

#### **4.5 HOVER TYPE and ROTARY MOWERS**

4.5.1 The whole area shall be cut leaving no areas uncut between rows and producing an even height across the whole area. The total number of cuts and the height of cut shall be such that at no time shall the height of grass exceed the limits shown:

Type of Area	Max cuts per year	Height of cut (to be not greater than 50mm)	Working days between cuts	
			Min	Max
A170 verge	14	50mm	8	14
Residential	14	50mm	8	10

4.5.2 Grass clippings shall lie where they fall except in the case of those falling on paths, drives, car parks or other such similar areas, in such cases grass clippings shall be swept from the surface before the Contractor leaves the site.

4.5.3 Cut grass shall only be removed on instruction of the Authorised Officer and/or on occasion when a significant period has lapsed between cuts, due to extreme weather conditions, thereby allowing the grass to grow in excess and subsequently producing an excess of grass cuttings. The Council has no objection to the Contractor removing cut grass and using it for its own purposes.

#### **4.6 STRIMMING**

4.6.1 Certain areas are inaccessible or of such a nature that they are only considered suitable for mowing using nylon head cutting machines 'Strimmers'. In such areas the standard height to be cut must not exceed 50mm.

4.6.2 Any arisings falling onto adjoining areas shall be swept and raked back onto the 'strimmed area'.

4.6.3 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 etc is to be cut back in the same way, taking care not to damage any of them. No herbicide is to be used to stop grass growth around the base of trees, posts, lighting columns etc.

#### 4.7 HALF MOONING EDGES

4.7.1 During week 9 the Contractor will undertake half mooning. This work will be carried out using a board or a line to cut back the edges to the original position. Using a half moon, the cuts should be vertical down to the inside edge or any kerb or retainer without creating a gulley or gap between the turf and the edge. All turf, soil, vegetation, including that growing in the original surface, is to be removed from site for disposal by the Contractor. The site is to be swept and left in a clean and tidy condition. All arisings are to be removed by the end of each working day (Monday to Friday).

4.8 Any areas of flowers in bloom, such as crocuses, daffodils, bluebells etc, shall not be cut unless directed by the Authorised Officer.

4.9 The presence of stands of injurious plants and weeds shall be reported to the Authorised Officer (e.g. Spear Thistle, Ragwort, Giant Hogweed, Japanese Knotweed, Himalayan Balsam).

#### 4.10 EDGING

##### 4.10.1 General

The Contractor will be required to form neat edges to grassed areas where they abut all flower beds, shrub beds, rose beds, heather beds, herbaceous borders, tree bases and channels at the base of all wall lines, fence lines, kerbs etc. All functions will be carried out at the times specified.

##### 4.10.2 Trimming grassed edges (weeks 12 – 40)

During the growing season the edges of grass areas specified in the contract areas, shall be trimmed with edging shears or other approved mechanical means, 14 times evenly spread throughout the growing season.

Growth shall not be permitted to exceed 60mm. All arisings from this operation to be collected and removed from site. The edge must be left clean and tidy leaving no snags, roots, grass or weeds along the vertical of the soil edge below the trimmed grass. The edge must be kept as straight and uniform as possible not destroying the vertical soil edge.

##### 4.10.3 Litter/Arisings

Each time edging is carried out, litter will be removed from all channels, fencelines, tree bases, obstacles, etc. All arisings will be removed and disposed of at the Contractor's tip at the end of each working day. All rates quoted for edging will be deemed to have included for keeping the adjacent channel, flower bed, shrub bed, tree base etc, clean and tidy each time edging is carried out.

## **5.0 Contract Areas**

Please see enclosed plans (dots, red and green markings in Keldholme and Kirkbymoorside, and X for unmeasured area at junction of Springfield Lane/Old Road, and for verge at Kirkby Mills.