

Wingerworth Parish Council Email: clerk@wingerworthparishcouncil.gov.uk Website: www.wingerworthparishcouncil.gov.uk

# **Grounds Maintenance Tender** April 2025 – March 2026

**Opening date:** Monday 20<sup>th</sup> January 2025 **Closing date:** Monday 24<sup>th</sup> February 2025

### **Invitation to tender**

Wingerworth Parish Council (the Council) is seeking tenders in order to provide a high standard of maintenance of its parks, recreational areas and sports fields.

Further to your expression of interest please find the relevant details in the form. Maps of the areas have been included for your reference but you are strongly advised to visit each site prior to submitting your quote.

Within the document is the specification for each of the areas. Please provide the costs (excluding VAT) associated with required items.

Depending on quotes received the final contract offer may be amended.

The Parish Council is not obliged to accept the lowest tender offer or any tender offer. Decisions on which contractor, if any, to appoint will be taken based on quality of work and available skills as well as pricing. The Council will require suitable references for the type of work being considered in this tender.

### Please ensure the completed form is sent to the below address by 5pm on 24<sup>th</sup> February 2025.

Your tender submission can be made by email or post using the contact details below. Please ensure your submission is placed in a sealed envelope and is clearly marked "Tender for Grounds Contract".

**Submissions to:** Colin Swindell, Clerk to Wingerworth Parish Council, the Proper Officer and Responsible Financial Officer (the RFO).

Address: Wingerworth Parish Hall, New Road, Wingerworth, Chesterfield S42 6TB Email: clerk@wingerworthparishcouncil.gov.uk

If you have any questions or would like to arrange a site visit, please contact the Parish Clerk, Colin Swindell, on 01246 938 108. The Clerk may be joined by a Councillor in the interest of transparency.

# **Tender process**

Wingerworth Parish Council Financial Controls and Procurement. Wingerworth Parish Council Standing Orders (Section 18).

- a) The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
- i. the keeping of accounting records and systems of internal controls;
- the assessment and management of financial risks faced by the Council; the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
- iii. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
- iv. whether contracts with an estimated value below £25,000 due to special circumstances are exempt from a tendering process or procurement exercise.
- b) Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c) A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds in standing order 18(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity.
- d) Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
- i. specification for the goods, materials, services or the execution of works shall be drawn up;
- an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
- iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;

- iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
- tenders shall be opened by the Proper Officer in the presence of the Chair of the Premises and Facilities Committee or at least one other councillor after the deadline for submission of tenders has passed;
- vi. tenders are to be reported for initial consideration to the Premises and Facilities Committee prior appropriate meeting of the full Council.
- e) A public contract regulated by the Public Contracts Regulations 2015 with an estimated value more than £181,302 for a public service or supply contract or more than £4,551,413 for a public works contract (or other thresholds determined by the European Commission every two years and published in the Official Journal of the European Union (OJEU)) shall comply with the relevant procurement procedures and other requirements in the Public Contracts Regulations 2015 which include advertising the contract opportunity on the Contracts Finder website and in OJEU.
- f) A public contract in connection with the supply of gas, heat, electricity, drinking water, transport services, or postal services to the public; or the provision of a port or airport; or the exploration for or extraction of gas, oil or solid fuel with an estimated value in excess of £363,424 for a supply, services or design contract; or in excess of £4,551,413 for a works contract; or £820,370 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in OJEU) shall comply with the relevant procurement procedures and other requirements in the Utilities Contracts Regulations 2016.

# **Contract conditions**

### Generally

The prices to be included in the Tender are to be for the value of the work described and must be excluding VAT.

The Contractor is required to insert a rate and a price against each relevant scheduled item in the Tender, for each element of the contract.

No alteration to the text of the Tender is to be made by the Contractor tendering. Any such amendment could invalidate the submission.

#### **Extent of work**

The principal areas of work will be comprised of maintaining (mowing and strimming) the Deer Park (Allendale Road), Chartwell Park, Adlington Park and grass verges at the Bowling Green. Other areas of work may include, restocking grit bins, hedge trimming, low-level tree maintenance, path clearance, weed removal, minor surface maintenance and installation of street furniture (benches and noticeboards).

#### **Machinery and equipment**

The Contractor must provide a high standard when maintaining the grounds. The machinery and equipment must be safe, conform to all relevant standards, insured and be used by trained and competent persons.

### Additional installations/removals

The council may any time add or remove installations on the open spaces. Unless there is a significant alteration the contract price will not change.

#### **Contract duration**

The contract is for ONE YEAR commencing on 1<sup>st</sup> April 2025 with the option to renew (subject to the approval of the Council ).

#### Termination

Either party may, without reason, terminate the contact giving a minimum of three months' notice. The Council may terminate on one month's notice where poor performance has not been remedied within an acceptable period.

#### Insurance

The Contractor is required to have a minimum of £5,000,000 public liability insurance and suitable All Risks contractor's insurance. Certificates of Insurance to this effect must be provided to the Clerk with the tender submission. 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. Any damage caused to any property during the performance of this contract must be reported to the Officer immediately and any costs involved to rectify the damage will be the responsibility of the Contractor.

### Health and safety

The Contractor must be compliant with all relevant Health & Safety and ensure the employees are sufficiently trained and competent. Risk Assessments will need to be submitted before the commencement of the contract.

### Key holder and access codes

Keys and access codes will be issued to the Contractor for site access. The keys will be signed out by the Parish Clerk when the contract commences and will be signed in at the end of the contract. If any replacement keys are required during the contract, then the Contractor will be responsible for covering any associated costs.

### Method of Assessment of the Works and Payment

Regular inspections will be carried out by the Parish Clerk (or authorised deputy) throughout the period of the Contract to ensure the work is completed to an appropriate standard and in accordance with the specification in this document and also in accordance with good ground maintenance industry working practice.

Invoices presented for approval to the Clerk must include a schedule of the works identified as being completed within the period of when the work was carried out. Invoices approved by the Clerk will normally be paid within 21 days of the date in the invoice.

### Other items

Contractors needing clarification or further details relating to this tender are to contact the Parish Clerk only. This document and the tender process must not be discussed with any Parish Councillors.

The Contractor may submit a covering letter to provide such additional information as it deems necessary to supplement or qualify the tender submission.

# **Specification of works**

- 1. Prior to cutting or trimming any area, the Contractor will ensure that the site is free of any significantly large stones and all paper, tins, bottles and other debris on the cutting area; and will check, and ensure the safety, of any fauna which may be hiding/hibernating.
- 2. No mowing or strimming is to be undertaken during adverse weather conditions, without the prior approval of the Parish Clerk.
- 3. The Contractor will inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Clerk immediately of any such potential hazards.
- 4. The Contractor will always during the period of the Contract, ensure that all machines engaged in grass/ hedge cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass or hedging not cut properly, and to the reasonable satisfaction of the Clerk, is to be made good by the Contractor at their own expense.
- 5. The Contractor will always during the period of the contract ensure that machinery is properly guarded and maintained to present no danger to the operator, surrounding structures, vehicles, any person or animal in the vicinity of operations. The Contractor will provide their staff with all safety equipment (boots, reflective vests etc.) and will ensure that staff always use these when they are engaged in work for the Council.
- 6. All grass/hedging will be cut cleanly and evenly without damaging the existing surface and with sufficient overlap between passes of the cutter. The grass height shall be cut to 25mm unless otherwise stated or recommended. Hedges should be cut to ensure that they do not prevent an obstacle to passers-by.
- 7. The Contractor will complete one area of grass/hedge cutting before moving onto the next, and immediately after cutting a scheduled area, the Contractor will ensure, where applicable, that all clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc.
- 8. The contractor should indicate if grass/hedge cutting collection is to be carried out as part of the contract.
- 9. Soft vegetative growth, such as clover will be deemed to be part of the Contract where it falls within large areas of grass.

- 10. Mowing will take place on the full area of grass at the site, up to all path edges, fencing, play equipment, obstacles and any other boundaries.
- 11. In very wet conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the ground or grass.
- 12. Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at their own expense reinstate such damage to the reasonable satisfaction of the Clerk.
- 13. Mowing/trimming 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.
- 14. Mowing around obstructions including seats, trees, fence lines, posts, stones and kerbs will be undertaken using methods, tools and machines as appropriate to ensure neat edges to paths etc.
- 15. Mowing to be as close to footpaths, boundaries, street furniture and wetpour as is reasonably practicable
- 16. Strimmers/brush-cutters must not be allowed to damage any trees, shrubs etc (except overgrowth being cleared). or permanent or removable fittings; particular attention shall be paid to avoiding damage to the bases of play equipment.
- 17. All persons operating machinery/equipment must be appropriately trained, and the Council reserves the right to ask the Contractor to provide adequate proof that their operators are well trained, compliant with Health and Safety legislation and competent in their operating methods.
- 18. The Contractor shall work within appropriate daylight hours.
- 19. If site access is restricted the Contractor shall inform the Clerk.

### **Evaluation of tenders**

Following the 24th February 2025 tender deadline, the Parish Clerk and members of the Premises and Facilities Committee (the Committee) will meet to open the tender envelopes.

Each tender submission will be evaluated based on the following six (6) components parts: (1) the completeness of the tender; (2) the submitted price; (3) the Contractor's capacity to carry out the work and their available resources; (4) their experience; (5) the insurance covers in place and (6) the references provided, with a view to determining the overall value for money of each tender submission. A score of 1 being the lowest and 10 being highest.

Each component part of the tender will be scored individually out of 10. The individual component scores for each submission will then be added together to give an overall average points score, also out of 10.

The tenders will then be reviewed again by the Committee, ranking them in terms of the highest average overall points score, with a view to determining which submission they feel is the most appropriate to recommend for acceptance by the Council.

In the event of there being no single contractor with a clear highest overall average points score the Committee will reserve the right to call for such further information and/or clarification as the Committee considers would assist it in determining which tender submission should be recommended to the Council for acceptance. The decision on which contractor, if any, to recommend may ultimately come down to which one the Committee feels demonstrates the best overall value for money.

The Committee will provide the Council with reasons for any recommendation it makes.

At present, the Committee's recommendation is scheduled to be presented at the meeting of the full Council which to be held on Thursday 13th March 2025.

The Council is not bound to accept the recommendation made by the Committee.

Should the Council decide `to accept one of the tender submissions the Clerk will, as soon as is reasonably practicable after the meeting, notify the successful Contractor.

# Annual works schedule

Specification of works	J	F	м	Α	м	J	J	Α	S	ο	N	D	Total visits per annum	Locations
Mowing/grass cutting (parks, sports fields)				~	~	~	~	~	~	~			16	Deer Park Chartwell Park Adlington Park
Strimming				~	~	~	~	~	~	~			16	Deer Park Chartwell Park Adlington Park
Mowing/grass cutting (verges)				~		~		~		~			4	Bowling Green
Grass cutting – wildflower bed									~				1	Chartwell Park Adlington Park

# Deer Park (Allendale Road)



### Deer Park (Allendale Road) - Specification of works

Job	Frequency	Rate per cut	Total Price (Excl. VAT)
Mowing/grass cutting	16x cuts per year – within red boundary. Fortnightly cuts April to October.*	£	£
Strimming around benches, noticeboards and play equipment	16x per year to coincide with mowing.	£	£
		Subtotal	£

# **Bowling Green**



### Bowling Green – Specification of works

Job	Frequency	Rate per cut	Total Price (Excl. VAT)
Mowing/grass cutting of verges.	4x cuts per year – within red boundary. As and when required April to October.*	£	£
	•	Subtotal	£

# **Chartwell Park**



### **Chartwell Park - Specification of works**

dof	Frequency	Rate per cut	Total Price (Excl. VAT)
Mowing/grass cutting	16x cuts per year – within red boundary. Fortnightly cuts April to October.*	£	£
Strimming around benches, noticeboards and play equipment	16x per year to coincide with mowing.	£	£
Cutting of wildflower bed	1x cut per year to be done in September.	£	£
	•	Subtotal	£

# **Adlington Park**



### Adlington Park - Specification of works

dof	Frequency	Rate per cut	Total Price (Excl. VAT)
Mowing/grass cutting	16x cuts per year – within red boundary. Fortnightly cuts April to October.*	£	£
Strimming around benches, noticeboards and play equipment	16x per year to coincide with mowing.	£	£
Cutting of wildflower bed	1x cut per year to be done in September.	£	£
		Subtotal	£

# Collection

Location	Subtotal per location
Deer Park	£
Chartwell Park	£
Adlington Park	£
Bowling Green	£
Grand total (Excl. VAT):	£

# Additional/ad-hoc works

Please indicate which additional services you can provide to the Council. Please also indicate if you are qualified to carry out such works and the hourly and/or day rate for these works.

Works	Type of Qualification	Hourly rate Excl. VAT	Day rate Excl. VAT
Hedge cutting		£	£
Low-level tree maintenance		£	£
Planting of wildflower beds		£	£
Restocking of parish grit bins		£	£
Street furniture installation		£	£

## **Contractor's resources**

Wingerworth Parish Council prefers to work with small businesses. We also have a responsibility to local taxpayers to ensure that the services continue to be delivered to a high standard and offer good value for money.

Brief details of the firm/company, such as the number of staff and resources, particularly those which will be allocate to this contract. Please provide some information on what provisions the Contractor would make, for example should their business expand, or a key worker becomes ill or takes a well-earned holiday at a busy time.

Please provide details of the Insurances which will be provided and their respective indemnity limits

Please confirm how you will ensure consistent delivery of services to the Council, throughout the course of the contract.

(continue on a blank sheet if necessary)

## Experience

Please give details of any experience you have in the following fields, and any other relevant skills you believe would be appropriate:

Please also provide details of organisations you have worked with together with appropriate references.

(continue on a blank sheet if necessary)

## **Contractor details**

Contact Name:	
Company Name:	
Address:	
Contact Number:	
Contact Email:	
Website:	

# References

If you have not undertaken work for Wingerworth Parish Council during the last five years, please provide the contact details for two referee organisations.

Reference 1	
Organisation:	
Contact Name:	
Address:	
Email:	
Phone:	

Reference 2	
Organisation:	
Contact Name:	
Address:	
Email:	
Phone:	

### **Declaration**

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 agree to submitting insurance liability and applicable risk assessments if required.

I/We understand that Wingerworth 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.

I/We agree to not discuss the Tender cost with council officers or councillors. By signing and submitting this tender form you agree that you fully understand the commitments and requirements contained and, if successful are willing to be bound to the contract as expressed.

Signed:	 
Date:	 
Print Name:	 
Position:	 