

# **GROUNDS MAINTENANCE TENDER**

## ***AXMINSTER TOWN COUNCIL*** **2024/25 to 2026/27**

(36M INITIAL TERM WITH OPTION FOR 24M EXTENSION)

*Clerk to Town Council, Paul Hayward*  
*Axminster Town Council*  
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# AXMINSTER TOWN COUNCIL

## GROUNDS MAINTENANCE CONTRACT

### CONTENTS

1. Invitation to Tender

2. Appendices

Appendix A Standard Conditions of Contract

Appendix B Specification of Works

Appendix C Schedule of Works

Appendix D Site Plan Index – *see Appendix G for site plans*

Appendix E1 Form of Tender

Appendix E2 Contractor Declaration.

Appendix F Questionnaire

Appendix G Site Plans 01 and 02

Appendix H Indicative cutting schedule

# AXMINSTER TOWN COUNCIL

## GROUNDS MAINTENANCE CONTRACT

### INVITATION TO TENDER

1. **AXMINSTER TOWN COUNCIL** ("the Council") hereby invites tenders for the carrying out of the GROUNDS MAINTENANCE in accordance with the Contract documents attached, which comprise:-

Appendix A Standard Conditions of Contract  
Appendix B Specification of Works  
Appendix C Schedule of Works  
Appendix D Site Plan Index – *see Appendix G for site plans*  
Appendix E1 Form of Tender  
Appendix E2 Contractor Declaration  
Appendix F Questionnaire  
Appendix G Site Plans 01 and 02  
Appendix H Indicative cutting schedule

2. Prospective Contractors should ensure they are completely familiar with the nature and extent of the obligations they will accept if their tender bid succeeds.

3. Any queries regarding the interpretation of any part of the Contract documents should be addressed to the Town Clerk by no later than one week before the closing date.

4. The Tender shall be submitted using the Forms of Tender attached in **Appendix E1**.

5. Prospective Contractors should note that the Town Council is not bound to accept the lowest, or any, tender bid. The Town Council's decision is final, and no correspondence will be entered into regarding why a tender has been rejected.

6. The successful Tender and the Town Council's written acceptance shall form a binding agreement in the terms of the Contract documents.

7. If, having examined the tender documents, you wish to submit a tender, you should:-

**(a) Fully complete and return the following documents:**

Appendix E1 Forms of Tender  
Appendix E2 Contractor Declaration  
Appendix F Questionnaire

**(b) Return tenders and all related documentation:**

**By 5pm on Friday 17<sup>th</sup> May** (to correspondence address as above).  
Tenders received after this time/date will not be considered.  
Email submissions will not be accepted.

**(c) Please note that the package containing the Tender must be clearly marked "GROUNDS MAINTENANCE TENDER" on the outside.**

# Appendix A

## AXMINSTER TOWN COUNCIL

### GROUNDS MAINTENANCE CONTRACT

#### Standards Conditions of Contract

##### Contract Documents

The Contract Documents will comprise:

Appendix A Standard Conditions of Contract  
Appendix B Specification of Works  
Appendix C Schedule of Works  
Appendix D Site Plan Index – *see Appendix G for site Plans*  
Appendix E1 Form of Tender  
Appendix E2 Contractor Declaration  
Appendix F Questionnaire  
Appendix G Site Plans 01 and 02  
Appendix H Indicative cutting schedule

##### 1) Officer

The nominated officer will be the Town Clerk for the purposes of Tender & contract administration and billing; thereafter, the primary point of contact at the Town Council will be the Deputy Clerk.

##### 2) Extent of Work

Generally, the work will comprise cutting grass and foliage on land within Axminster and identified within Appendix D. The height of the cut is to be agreed with the Town Clerk/Deputy Clerk. It also includes strimming around play equipment, cemetery headstones and monuments, outside furniture, trees, bushes, fences, hedges and all other site fixtures and fittings. To include grass removal from sites as specified in Appendix C. Although a set number of cuts has been determined for this Tender, when these are undertaken may be varied according to seasonal grass growth but must be in agreement with the Town Clerk/Deputy Clerk. Appendix H details an indicative cutting schedule

##### 3) Site Details

The sites are detailed in Appendix D and Appendix G 01 and G 02. Before tendering, the Contractor is advised, at their own discretion, to visit the sites to satisfy themselves as to the full extent of the Contract Specification. No claims arising from failure to do so will be accepted.

##### 4) Workmanship and Equipment

The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice. Where a complaint is received about the standard of service under this Contract or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Town Council shall notify the Contractor and, where considered appropriate by the Town Council, investigate the complaint thoroughly and equitably. The Town Council may, in its sole discretion, uphold the complaint and take further action, which may include, but not be limited to, seeking the costs of restitution to make good any damage alleged, these costs being borne by the Contractor by way of deduction from invoices due or pending.

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### **5) Additional Erection / Installation**

The Town Council could add additional outside fixtures and fittings during the period of the Contract, and no application from the Contractor to adjust the Contract price will be considered unless the Town Council has given prior sanction to the Contractor.

### **6) Duration of Contract**

The duration of the Contract will be three years, with the opportunity for an extension of two years, subject to agreement between the Town Council and the successful Contractor. Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the contract term.

### **7) Payment to Contractor**

The Contractor will submit a monthly invoice on or around the 10th day of each month, in arrears, throughout the cutting season (April to November inclusive) for all work undertaken in the previous month. Payment will be made by BACS transfer within 30 days once the Town Council has approved the invoice.

### **8) Termination of Contract**

Either party may, without reason, terminate the Contract in writing, giving three months' notice.

### **9) Insurance**

The Contractor must have a minimum of £5,000,000 public liability insurance for contracts. A current Certificate of Insurance must be provided to the Town Clerk before commencement of the Contract. The Contractor shall indemnify the Town Council against any claim or proceedings for any injury or damage to any property, persons or animals due to negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

### **10) Risk Assessments**

The Contractor agrees to undertake a Risk Assessment and provide a copy to the Town Council upon request.

### **11) Sub-Contracting**

No works are to be subcontracted to a third party without the prior written agreement of the Town Council.

### **12) References**

The Contractor is to provide two references upon request to the Council to allow the Contractor's workmanship and reliability to be independently assessed.

### **13) Health and Safety / Environmental Obligations**

The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations concerning the work comprised in this Contract. The Contractor shall comply at all times with all Environmental Law and other regulations affecting the conduct of the Contractor's business. The Contractor shall ensure that no harm to any person, property or the environment may arise from the Contractor's acts or omissions concerning the Contract.

## **14) Notes to Tenderers**

**a)**Attention is drawn to the Form of Tender and Standard Conditions of Contract. These documents must be read in conjunction with the Specification of Works, Plans and Schedule of Works. Contractors are advised to carefully read all documentation.

**b)**The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations (excluding VAT).

**c)**The Contractor tendering will make no alteration to the text of the Form of Tender. Should any alteration, amendment, note or addition be made, the same will not be recognised, and the reading of the printed Schedule will be adhered to.

**d)**The Town Council's officers will carry out a regular inspection throughout the period of the Contract to ensure the work is completed in accordance with the Specification of Works.

**e)**Invoices presented for payment must include a schedule of the work completed, including the dates of the work carried out, provided either within the invoices or attached to the same as an appendix.

**f)**Contractors are asked to contact the Town Clerk/Deputy Clerk if any clarification is required.

## **Appendix B**

# **AXMINSTER TOWN COUNCIL**

## **GROUNDS MAINTENANCE CONTRACT**

### **Specification Of Works**

#### **1.0 GRASS AND FOLLIAGE CUTTING**

##### **1.1**

(i) Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris.

(ii) The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Town Council immediately of any specific hazards.

(iii) When undertaking grass-cutting works at the cemetery, the Contractor will remove grave adornments prior to cutting (to prevent damage, and to facilitate efficient cutting) and replace upon completion.

##### **1.2**

The Contractor will, 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 caused or areas of grass not cut to the approval of the Council from such lack of maintenance, will be made good by the Contractor at their own expense and to the satisfaction of the Council.

##### **1.3**

The Contractor will, 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, surrounding structures, vehicles or any person in the vicinity of operations. The Contractor will provide their staff with all safety equipment, (boots, reflective vests etc.), and will ensure that those staff use these at all times they are engaged in work for the Town Council.

##### **1.4**

During the period of the Contract, no growth regulators of any form will be applied to any area of turf without the Town Council sanctioning such an operation in writing, in advance.

##### **1.5**

All grass will be cut cleanly and evenly and without damaging the existing surface.

##### **1.6**

Where Appendix C (Schedule of Works) specifies that grass cuttings and arisings are to be collected and removed from site, the Contractor will ensure that this activity is undertaken and completed before moving onto another area. This will also include clearance of grass debris from pathways, furniture, memorials, paving and any other non-grass areas.

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### **1.7**

Where Appendix C (Schedule of Works) specifies that grass cuttings and arisings are not required to be collected and removed from the site, the Contractor will ensure that the cutting activity will still include clearance of grass debris from non-grass areas (including, but not limited to, street furniture, pathways, the base of trees etc).

### **1.8**

Soft vegetative growth, such as clover, will be deemed part of the Contract where it falls within large grass areas.

### **1.9**

Since it is not possible to predict accurately the precise number of grass cuts which may be required on any site in any one year, the Schedule of Works includes a contracted number of grass cuts per year, but the Contractor will be paid on a pro-rata basis for more or less than this number, dependent upon the prevailing weather conditions through the growing season, subject to prior agreement and approval of the Town Council.

### **1.10**

Mowing will take place in accordance with the areas specified within the Site Plans – Appendix G - 01 and G - 02.

### **1.11**

Areas not cut to the satisfaction of the Town Council will be re-cut by the Contractor at their own expense.

### **1.12**

- i) 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 creating "divots" from the machine rollers or cutters.
- ii) In very dry conditions, where grass growth has been suppressed, cutting shall cease so as not to cause damage to the underlying soil until normal seasonal growth resumes.
- iii) 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 forthwith to the satisfaction of the Town Council.

### **1.13**

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.

### **1.14**

- (i) 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.
- (ii) If used, trimmers must not damage any trees, shrubs etc. or any permanent or removable fittings.

***Continued Overleaf***



**1.15**

All persons operating grass-cutting machinery must be satisfactorily trained, and the Town Council reserves the right to ask the Contractor to provide adequate proof that its operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

**1.16**

Any leavings, arisings, cuttings, clippings, or other organic materials removed from the site by the Contractor as part of this Contract are to be disposed of by the Contractor in accordance with extant waste disposal regulations and guidelines and subject to the requirements and terms of Contractor's waste carriers licence for such organic waste materials.

**1.17**

When undertaking grounds maintenance works in the cemetery, the Contractor must give particular consideration to members of the public in the vicinity of the works and, if necessary, delay the scheduled works to allow services or mourning to be finished before continuing.

# Appendix C

## AXMINSTER TOWN COUNCIL

### GROUNDS MAINTENANCE CONTRACT

#### Schedule Of Works

Ref:	Description:	Plan #
<b>Cemetery, Chard Road</b> This is the primary contract location and should take precedence over Jubilee Field in terms of prioritisation of work.		
<b>1.1</b>	<p>12 x grass cuts of the areas marked in Plan 01 as Zone 01 (pink)</p> <p>All cutting works on the site to include collection and disposal (off-site) of grass cuttings, arisings and clippings.</p> <p>Work scheduling at this site is to be agreed upon in advance with the Town Council to avoid any disruption to memorial services.</p> <p>Cutting season runs from March to October *</p> <p><i>* Subject to weather conditions and in consultation with Town Council officers</i></p>	<b>Appendix 01 – Chard Road Cemetery</b>  <b>Zone 01</b> <b>(shaded and outlined in pink)</b>
<b>1.2</b>	<p>6 x additional grass cuts of the areas in Plan 01 marked as Zone 02 (light blue)</p> <p>These cuts should be completed when undertaking grass-cutting as set out in section 1.1 above and do not require a separate visit to complete the works.</p>	<b>Appendix G 01 – Chard Road Cemetery</b>  <b>Zone 02</b> <b>(shaded in light blue).</b>

Ref:	Description:	Plan #
<b>Jubilee Field, off Swain Close</b>		
<b>2.1</b>	<p>7 x grass cuts of the areas marked in Plan 02 as Zone 01 (yellow).</p> <p>These works need to be completed monthly in alternation with Zone 02 below.</p> <p>Works to include collection and disposal (off-site) of grass cuttings, arisings, and clippings.</p> <p>Cutting season runs from one week before Easter through to the end of September *</p> <p><i>* Subject to weather conditions and in consultation with Town Council officers</i></p>	<p><b>Appendix G 02 – Jubilee Field</b></p> <p><b>Zone 01 (shaded in yellow)</b></p>
<b>2.2</b>	<p>7 x grass cuts of the areas marked in Plan 02 as Zone 02 (outlined in blue and <u>including Zone 01</u>).</p> <p>For these works, mulching of grass clippings is acceptable OTHER than in Zone 01, where the above conditions will apply.</p> <p>Cutting season as per 2.1 above.</p>	<p><b>Appendix G 02 – Jubilee Field</b></p> <p><b>Zone 02 (outlined in blue and inclusive of Zone 1 in yellow)</b></p>
<b>2.3</b>	<p>1 x grass and foliage cut of the areas marked in the plan as 02 Zone 03 (orange).</p> <p>This is a single cut of the areas marked to be undertaken at the end of the growing season when the grass is dry (to allow for seeding). Grass clippings are to be collected and disposed of (off-site).</p> <p>This activity should be undertaken in consultation with the Town Council officers.</p>	<p><b>Appendix G 02 – Jubilee Field</b></p> <p><b>Zone 03 (shaded in orange)</b></p>

**Completion of all cutting activity to be notified to the Town Council within 24 hours by email, text message, phone or other agreed method. This allows for any issues to be addressed between the Council and the Contractor and ensures that the work schedule can be monitored and corroborated against invoices.**

## Appendix D

# AXMINSTER TOWN COUNCIL

## GROUNDS MAINTENANCE CONTRACT

### Site Plan Index

- 01 Axminster Cemetery**  
Chard Road, Axminster EX13 5DG  
What3Words reference: ///hexes.draw.unrealistic
  
- 02 Jubilee Field**  
Accessed via Swain Close, Axminster EX13 5HX  
What3Words reference: ///arranges.beaten.enthused

# Appendix E1

## AXMINSTER TOWN COUNCIL

### GROUNDS MAINTENANCE CONTRACT

#### Tender Bid submission

	2024-25	2025-26	2026-27
<b>Site 01 - Chard Road Cemetery</b>			
<b>Price per cut of 'Cutting Zone 1'</b> <i>(As per Appendix C 1.1 and Appendix G 01 (pink))</i>			
<b>Total price for 12 cuts</b>			
<b>Price per cut of 'Cutting Zone 2'</b> <i>'Cutting Zone 2'</i> <i>(As per Appendix C 1.2 and Appendix G 01 (light blue))</i>			
<b>Total price for 6 cuts</b>			
<b>Site 02 – Jubilee Field</b>			
<b>Price per cut of 'Cutting Zone 1 - Play Zones'</b> <i>(As per Appendix C 2.1 and Appendix G 02 (yellow))</i>			
<b>Total price for 7 cuts</b>			
<b>Price per cut of 'Cutting Zone 2 - Main Field'</b> <i>(As per Appendix C 2.2 and Appendix G 02 (outlined in blue))</i>			
<b>Total price for 7 cuts</b>			
<b>Price per cut of 'Cutting Zone 3 - Wild areas &amp; bank'</b> <i>(As per Appendix C 2.3 and Appendix G 02 (orange))</i>			
<b>Total price for 1 cut</b>			

**PLEASE ALSO PROVIDE DETAILS OF YOUR REDUCTION (£) PER ANNUM IF CONTRACT IS EXTENDED FOR AN ADDITIONAL TWO YEARS.**

## Appendix E2

# AXMINSTER TOWN COUNCIL

## GROUNDS MAINTENANCE CONTRACT

### Contractor 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 understand that Axminster 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: .....

Of: .....

Address: .....

.....

Telephone Contact number: .....

# Appendix F

## AXMINSTER TOWN COUNCIL

### GROUNDS MAINTENANCE CONTRACT

#### Questionnaire

##### Details relating to Prospective Tenderer

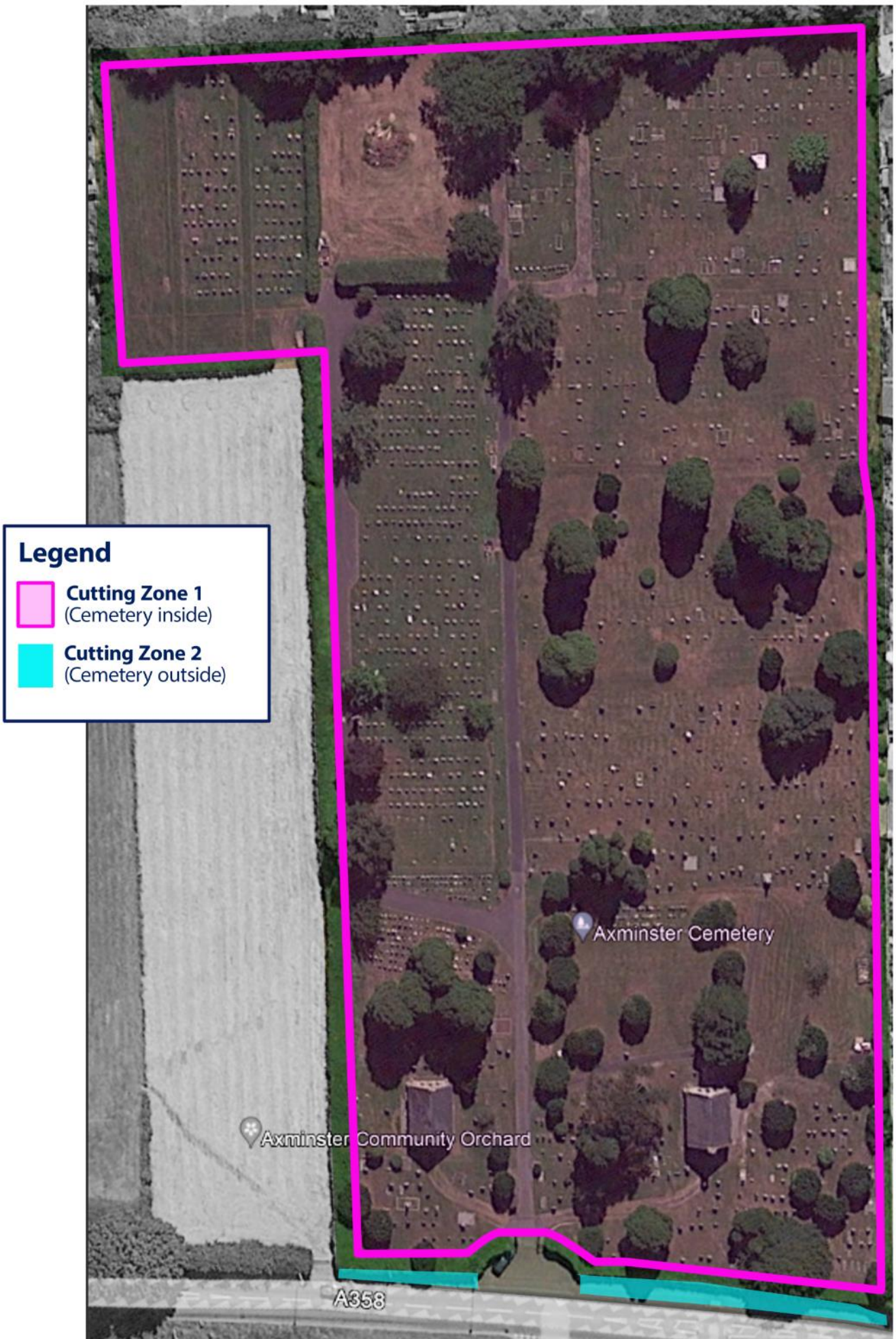
- 1. Name: .....
- 2. Address: .....  
.....
- 3. Telephone number (landline & mobile) .....
- 4. Email address: .....
- 5. Contact Name and Position in Company: .....
- 6. Nature of Business: .....
- 7. If the Business is a Company: .....
- 8. Is it a subsidiary of another Company? .....  
If yes, please give details: .....
- 9. Date of Business formation: .....
- 10. Are you VAT registered? Y / N
- 11. Please state number of grounds maintenance employees:  
.....
- 12. Please state which branch the Contract will be serviced from:  
(if applicable)  
.....
- 13. 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: .....





# Appendix G 01 - Chard Road Cemetery





## Appendix G 02 - Jubilee Field

### Legend

-  **Site Access** - The site is accessed from Boxfeild Road, Dukes Way and Swain Close however vehicle access is via the padlocked gate at Swain Close.
-  **Cutting Zone 1** - Play zones & mown paths  
To be cut short with grass collected
-  **Cutting Zone 2** - Main Field  
Cut inclusive of zone 1. To also include 2ft swathe on either side of all hard paths).  
Grass can be mulched everywhere except Zone 1 areas.
-  **Cutting Zone 3** - Wild areas & bank  
End of season cut and collect when grass is dry and adequate time allowed for seeding.



# Appendix H

## Indicative cutting schedule

### Indicative Cutting Schedule 2024/2025

Week Commencing	Cemetery - Plan 01		Jubilee Field - Plan 02		
	Zone 01 (inner)	Zone 02 (outer)	Zone 01 Play Areas	Zone 02 (and 01) Main Field	Zone 03 Wild Areas
	(Collect)	(Collect)	(Collect)	(Collect Zone 01, mulch the rest)	(Collect)
01-Jan					
08-Jan					
15-Jan					
22-Jan					
29-Jan					
05-Feb					
12-Feb					
19-Feb					
26-Feb					
04-Mar					
11-Mar					
18-Mar					
25-Mar					
01-Apr	Easter				
08-Apr					
15-Apr					
22-Apr					
29-Apr					
06-May					
13-May					
20-May					
27-May					
03-Jun					
10-Jun					
17-Jun					
24-Jun					
01-Jul					
08-Jul					
15-Jul					
22-Jul					
29-Jul					
05-Aug					
12-Aug					
19-Aug					
26-Aug					
02-Sep					
09-Sep					
16-Sep					
23-Sep					
30-Sep					
07-Oct					
14-Oct					
21-Oct					
28-Oct					
04-Nov					
11-Nov					
18-Nov					
25-Nov					
02-Dec					
09-Dec					
16-Dec					
23-Dec					
30-Dec					
	Zone 01 (inner)	Zone 02 (outer)	Zone 01 Play Areas	Zone 02 (and 01) Main Field	Zone 03 Wild Areas
	<b>Cemetery - Plan 01</b>		<b>Jubilee Field - Plan 02</b>		
<b>Total Cuts</b>	<b>12</b>	<b>6</b>	<b>7</b>	<b>7</b>	<b>1</b>