

**Hints with Canwell Parish Council
Grass Cutting Contract 2022 -2026**

INSTRUCTIONS FOR TENDERING

1. Hints with Canwell Parish Council (the Council) invites tenders for carrying out grass cutting of the Parish Field located off Slade Road, Canwell and hereinafter referred to as "The Field" in accordance with the documents below.
2. Prospective tenderers are advised to visit The Field prior to submitting their tender to ensure that they are fully familiar with the nature and extent of the area to be cut. This can be arranged through the Clerk.
3. Should any prospective tenderer be in doubt as to the interpretation of any part of the contract or tender documents, the Clerk will endeavour to answer written enquiries prior to tenders being submitted. (by email to clerk@hintswithcanwellpc.co.uk)
4. Tenderers may be required to demonstrate their ability to undertake the Contract works.
5. The tender shall be submitted on the Form of Tender below. The Form shall be signed by the tenderer and submitted in the manner and by the date and time stated below with insurance certificates included.
6. The Council is not bound to accept the lowest or any tender.
7. The successful tenderer will be required to execute a formal contract and until such execution, the successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the Contract Documents.
8. The Contract is to commence on 1st April 2022, for an expected period of 5 cutting seasons to 30th September 2026.
9. The tenderer is to supply the cost for the works **per cut** exclusive of VAT if applicable. Prices are to cover all labour, materials, temporary works, plant, overheads etc, as well as the general liabilities, obligations and risks described or implied in the tender documents.
10. The tender form shall be sent in a sealed envelope to: Miss Gemma Burgess, Hints with Canwell Parish Council, C/O 262 Penns Lane, Sutton Coldfield, West Midlands B76 1LQ, no **later than noon on Friday 18th December 2021**. Tenders received after that time will NOT be considered.

FORM OF TENDER

To: **Hints with Canwell Parish Council**

I/We (name and address of firm)

.....

.....

hereby tender to execute the Contract works in accordance with the Contract Conditions, Specification and Plan for the sum of:

Year	Cost per cut (exclusive of VAT)	
	In figures £....p	In words
2022		
2023		
2024		
2025		
2026		

I/We enclose current insurance certificates for Public Liability (not less than £2 million) and Employers' Liability (not less than £10 million) held in the business name.

Unless and until a formal agreement is executed, this tender together with your acceptance thereof in writing, shall constitute a binding Contract between us. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Contractor's Signature(s)

Print name(s) in full

Date

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Contract Conditions, Specification and Plan

1.0 General

1.1 The Contract is for grass cutting of the area detailed in the Plan and Specification, leaving a 3m border.

2.0 Contractor's Responsibilities

2.1 The Contractor will carry Public Liability Insurance to a minimum of £2 million cover to cover any possible claim arising out of any act, default, or negligence by him in undertaking the contract works. The Contractor will produce to the Council a copy of the Policy covering such insurance prior to the commencement of the works.

2.2 The Contractor will provide all vehicles plant and machinery (hereinafter together referred to as 'plant') as are necessary for the safe and proper performance of the contract works. All plant shall be of a suitable type and construction, safe in use, properly maintained and at all times in good and serviceable repair.

2.3 The Contractor will ensure compliance with all regulations and working rules relating to employee safety, health and welfare, and comply with all other statutory obligations.

3.0 Submission and Payment of Accounts

3.1 The Contractor shall submit to the Council on or after the 1st day of the month an invoice for work undertaken during the preceding calendar month. Provided that works have been undertaken satisfactorily, the Council will make payment to Contractor within 30 days of receipt of the invoice. Invoices may be submitted as attachments by email.

4.0 Specification

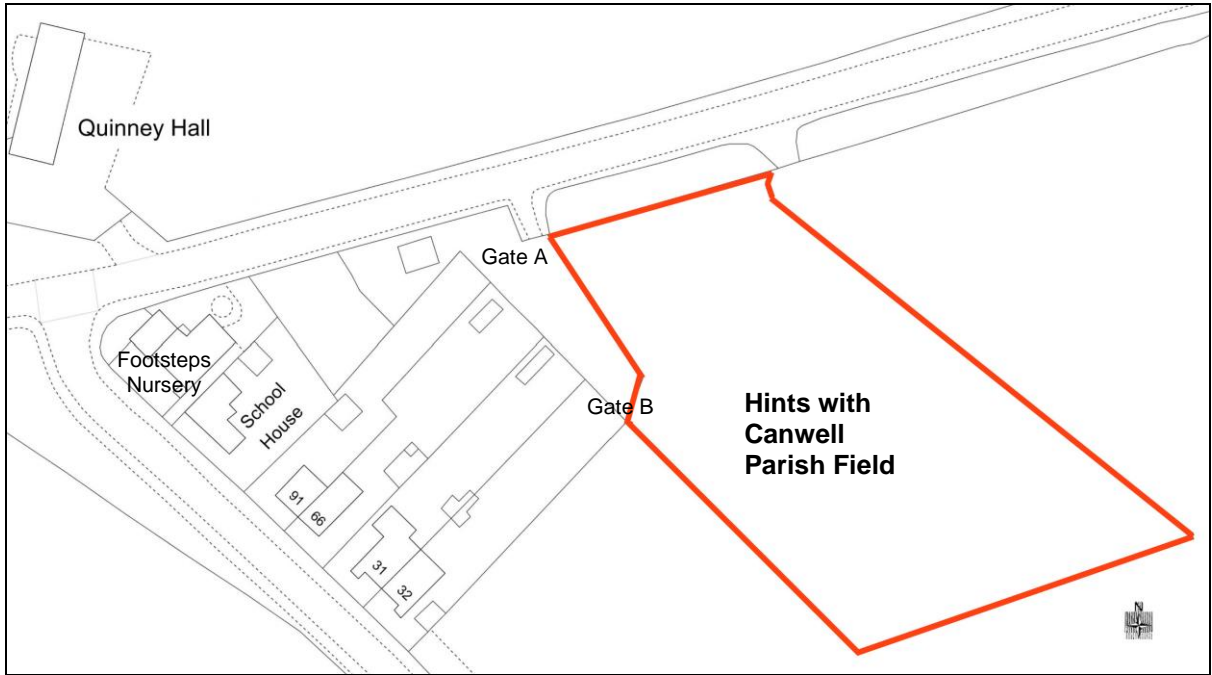
4.1 During the period 1st April to 30th September, the grass in the area shown on the Contract Plan (leaving a 3m border) shall be cut monthly.

4.2 During each mowing operation the Contractor shall allow for carefully cutting around obstructions and avoid damage to trees or other artefacts in the grassed area. On completion of each cut the site shall be left with an even sward, without tufts and windrows. The Contractor shall use suitable mowing equipment to ensure this standard is achieved.

4.3 Access to the site will be available Monday to Saturday between 8:00am and 6:00pm. The site is accessed from Slade Road Canwell, via two gates which are shown as Gate A and Gate B on the Plan below. Gate A will normally be unlocked and Gate B will be locked. The Contractor will be supplied with a key for both gates and on completion of the mowing operation must ensure that Gate B is left locked, and that Gate A is left closed and (if it was locked before entry) is left locked on departure. The keys to the gates will remain the property of the Council and shall be returned to the Council at the end of the Contract period. You will be met by a representative of the Council, at a time agreed in advance, prior to the first cut.

5.0 Plan

The area of grass to be cut is shown bordered in red and comprises approximately 0.48 Ha (1.19 acres).



Contract form for information
This page will be completed by the Council and successful tenderer

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This Contract is made the _____ day of _____ between **Hints with Canwell Parish Council** (hereinafter called the Council) of the one part and **[CONTRACTOR'S NAME]** (hereinafter called the Contractor) of the other part.

Whereas the Council wishes to have provided the Works set out in the Contract Conditions, Specification and Plan and the Contractor is willing to undertake the Works:

Now it is hereby agreed as follows:

1. For the consideration hereinafter mentioned the Contractor will in accordance with the Contract Conditions, Specification and Plan satisfactorily carry out and complete the Contract works.
2. The Council will pay to the Contractor the sum of £..... per cut (plus VAT where applicable). The Contractor may submit invoices either following each cut, or at a greater interval.
3. In the event that the Contractor shall fail to carry out any or all of the works in accordance with the Contract Conditions, Specification and Plans the Council will be entitled forthwith to terminate this Contract.
4. That the Contractor confirms public liability insurance of at least £2 million and Employers' Liability of at least £10 million is held and that if the policies fall for renewal or are substantially amended before the end of the contract we will notify the Parish Council of the failure to renew the policy or the nature of the amendments as appropriate.

As Witness the hands of the Parties hereto:

Signed on behalf of the Council by

in the presence of:

Witness signature, name and address

.....

.....

Signed on behalf of the Contractor by

in the presence of:

Witness signature, name and address

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* * *