

BURTON BRADSTOCK PARISH COUNCIL

GRASS CUTTING

From 1st April 2021 to 31st March 2024

Specification of Works Required

Description of Work

The contract is to cut and remove the grass at the sites owned by the Parish Council listed below.

1. **The play area. Near the B3157 – The children's fenced in play area.**
2. **Strim area within playing field beyond zip wire**
3. **The triangle near the play area and to the south of the footpath running from the High Street to the toilet block.**
4. **The footpaths in Corncrake 3 times per year to be confirmed.**
5. **Village Green near the Library at the junction of Church Street and Middle Street.**
6. **Three Elms Green at the junction of Shadrach and Middle Street**

If you are unsure of a location, please contact the Clerk for clarification.

The cuts will be fortnightly in April, May, June, July, August, and September, and once in March, October, and November. Further cuts may be instructed if warranted.

There may be other minor pieces of work identified from time to time that would be paid for at an hourly rate to be quoted.

All works should be completed in a tidy and workmanlike manner. All areas shall be left clean and all debris/rubbish and materials shall be removed from the site prior to works completion.

Instruction to Tenderers

Please read all the following details carefully as they will form part of your Contract if your Tender is accepted by the Council.

Tenderers should submit their tender price on the Pricing Sheet attached together with the further information required as noted there and below.

Any queries or clarifications required, and pre-tender inspections of the site/works required should be directed to the Parish Clerk, Lesley Windsor, who may be contacted by telephone on 07902816009 or via email on theclerk@burtonbradstockparishcouncil.org

Tenders should be submitted in plain envelopes, which should bear no distinguishing marks that could enable the sender to be identified, addressed to:

The Parish Clerk (Ref Village Grass Cutting 2021-24)
Burton Bradstock Parish Council
The Reading Room
High Street
Burton Bradstock, Bridport
Dorset, DT6 4QA

Tenders should be dispatched so as to be received by the Council at the above address by **26th February 2021 to be considered on the 3rd March 21.**

Alternatively, you may email your tender to the Parish Clerk as above not before and not later than 24 hours after the closing time noted above.

Tenders should inform the Clerk on completion of each cut to allow for inspection.

Any assumptions made or conditions or limitations that the Tenderer wishes to impose should be clearly stated.

Tendered prices should be stated clearly for each part of the specification requiring separate pricing, and any VAT payable should be stated clearly and separately.

Any assumptions made or conditions or limitations that the Tenderer wishes to impose should be clearly stated. In particular if any of the terms and conditions contained herein pose problems for you then please discuss them with the Parish Clerk before you submit a tender.

Invoices should normally be rendered on completion of each cut or other work to the Council's satisfaction. The Council will undertake to pay approved invoices within 1 month of approval.

Before undertaking any work etc for the Council the Contractor appointed should carry insurance appropriate to the work, goods or services involved (for example employers liability, public liability or professional indemnity insurance). The Contractor appointed should be prepared to evidence this to the Council.

All tenders are provided at the Tenderer's cost and the Council is not bound to accept any Tender

GRASS CUTTING PRICING SHEET

Period	Price per Cut before VAT	VAT per Cut	Total Price per Cut	Hourly Rate for other work before VAT
1 April 2021 to 31 March 2022				
1 April 2022 to 31 March 2023				
1 April 2023 to 31 March 2024				

The prices above must include detail of any output VAT.

VAT registration No.....

Please note any comments, conditions etc separately, attach to this Pricing Sheet and include with your Tender.

Are any notes etc attached? Yes/No (delete as applicable).

Signed:.....

Name:.....

Company /organisation if any:.....

Termination

The Council may terminate the Contract forthwith if:

1. It is of the reasonable opinion that the Service Provider is in default in the performance or observance of any term or condition of the Contract.
2. It is of the opinion that the Service Provider has failed to perform the Services specified in the Schedules or has failed to do so to the standard required and that such failure is incapable of remedy.
3. The Service Provider has failed to remedy a failure to perform the Services satisfactorily in the time required to remedy such failure as instructed.
4. The Services have not been provided at the time or in the sequence set out in the Schedules contained within this Agreement.
5. The Service Provider or any employee of the Service Provider or any person acting on behalf of the Service Provider has:
 - a. Given any fee or reward the receipt of which is an offence under sub-section (2) of Section 17 of the Local Government Act 1972;
 - b. At any time during the tendering process (i.e. from the date of the publication of the notice seeking expressions of interest to the date of the award of the Contract), directly or indirectly canvassed any member or official of the Council concerning the acceptance of any proposal in respect of the Council;
 - c. Directly or indirectly obtained or attempted to obtain information from any member or official of the Council concerning any other proposal submitted by any other person in respect of the formation of the Contract;
 - d. Committed any offence under the Prevention of Corruption Acts 1889 to 1916;
6. The Service Provider compounds or makes any arrangement with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
7. A mortgagor take possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same.
8. An order is made, or a resolution passed, for the winding up of the Service Provider.

Termination Consequences

In the event of the agreement being terminated for the reasons contained above the Council will:

1. Cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and
2. Be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and
3. Be entitled to deduct from any sum or sums that would but for this Condition have been due from the Council to the Service Provider under this Contract or any other contract, or be entitled to recover the same from the Service Provider as a debt, together with any loss or damage to the Council resulting from or arising out of the termination of the Service Provider's engagement. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Contract, and in making alternative arrangements for the provision of the Services or any part thereof; and
4. Calculate the cost of any loss and/or damage and other costs arising from the Council's termination of the Contract and deducts the same from any sum or sums, which may otherwise be due to the Service Provider. The Council will pay to the Service Provider any balance shown as due to the Service Provider or if appropriate will recover any balance shown due to the Council as debt.

The rights of the Council under this Condition are in addition to and without prejudice to any other rights the Council may have against the Service Provider.

The termination of the Contract, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Contract.