



Ivybridge
Town
Council

INVITATION TO QUOTE

Grass Cutting &
Grounds Maintenance
Contract

1st April 2024 to 31st
March 2025

1. General Contract Requirements

Ivybridge Town Council (the Council) cuts selected roadside verges on behalf of Devon County Council (DCC).

The Council also owns and operates various open spaces, woodland, leisure and play facilities across the Parish of Ivybridge.

The Council is looking for a contractor that can fulfil the service and works as outlined in section 2 of this document 'Contract Specification', and the location maps.

The contractor is required to maintain all the designated areas within the timeframes as specified within the documents, unless a variation is agreed by the Council in writing due to exceptional circumstances.

Prices to be included in the form supplied are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities, and obligations, but excluding VAT. A price shall be inserted against each item on the form supplied for each element of the contract quoted for, as per locations and map files.

VAT (Value Added Tax)

- Please state clearly when submitting prices whether or not VAT will be charged
- Where the contract price agreed between the Council and the contractor is inclusive of any VAT. Further amounts will not be paid by the Council should a vatable supply claim be made at any later stage
- Where the overall contract price is exclusive of VAT, the Council shall pay any VAT, incurred at the prevailing rate (currently 20%). If the VAT rate changes, the Council will pay any VAT incurred at the new rate.
- It is the responsibility of the person quoting to check the VAT position with HMRC before submitting a quote

Warranty and indemnity – the contractor warrants to the Council that the obligations of the contractor under this contract will be performed by properly qualified and trained personnel with reasonable skill, care, diligence and to such high standard of quality as it is reasonable for the Council to expect in the circumstances. The Council will be relying upon the contractor's skill, expertise and experience for the provision of the service given by the contractor in connection with the performance of the service and the accuracy of any conceived, originated, made or developed by the contractor as part of the contract. The contractor warrants that any goods supplied by the contractor forming part of the service will be of a satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

Person quoting is to submit risk assessments, method statements and copy of current Public Liability Insurance.

Key considerations

Contractors are advised to visit the various sites to familiarise themselves with the works required and the layouts of the sites.

Refer to the Grass Cutting and Grounds Maintenance Specification of Works document.

Refer to the location maps and photos.

Quotes received will be subject to evaluation.

The successful contractor will enter a 1-year contract with the Council, commencing 1st April 2024.

2. Contract Specification

2.1 Cutting of Highway Verges

2.1.1 Grass cutting

The area of highway (verge) grass in Ivybridge is to be cut x8 times in the year, according to the attached location plans:

A price for x8 cuts is to be provided, together with a separate price, per square metre, for any additional cuts over x8, which may be required depending on weather conditions.

The residual height of verge cutting will be 40mm.

2.1.2 Litter collection, arisings and general practices

At the time of each service visit, the contractor shall carry out a litter pick prior to cutting, to be included in price for cuts. Should any litter items have been missed, the contractor should collect any debris following the cut, litter items should be removed from site.

Mowing operations shall avoid spillage of debris such as stones onto carriageways and footways. Grass clippings and arising lying on roads, footpaths, car parks, drains and other hard surfaces shall be immediately swept up and removed off site. Grass clippings and arisings on all other areas shall be dispersed evenly over the sward. Such works to be included in price for cuts.

All obstacles, such as lighting columns, planters, bollards, etc are to be trimmed around, rather than weed sprayed, unless advised by Council. Grass must be taken to include all verbiage including weeds and must be cut back to the perimeter of each area, unless directed by Council. Such works to be included in price for cuts.

2.2 Grounds Maintenance

2.2.1 Grass cutting

Areas to be maintained, as per attached plans, and a site visit should be carried out by the tenderer to determine sizes.

The Council has adopted schedules for grass cutting of its public open spaces, with the following types and definitions:

Ref	Type (name)	Definition – regularity of cuts	Notes
G1	Regular amenity	Cut every 2 – 3 weeks in season, for example, a minimum of x12 cuts per year	Regular cut and drop to maintain shorter sward
G2	Longer grass or verge cut and drop	Cut monthly spring to autumn, a minimum of x6 cuts per year	Longer grass finish, with cut and drop

2.2.2 Hedgerows

The Council has a maintenance requirement for hedgerows, as follows:

Ref	Type (name)	Definition – regularity of cuts	Notes
H1	Hedgerow maintained	Annual end of season cut	Roadside hedges cut outside of nesting season
H2	Hedgerow natural	Cut as and when required	Left to grow out naturally unless obstructing

2.2.3 Site locations and access

Site	Location	Access
Filham Park	Off Godwell Lane	Field gate access points must be kept closed and locked on departure
MacAndrews Field	Off Exeter Road	Field gate access points must be kept closed and locked on departure
Victoria Park	Off Station Road	Field gate access points must be kept closed and locked on departure
Barons Pyke	Barons Pyke	Open access
St Peters Way	St Peters Way	Open access

2.2.3 Contract Specification

Filham Park

Plan ref	Area	GM ref	Description	No. of cuts	Area to cut m2
5, 18, 19	Main parkland and margins	G1	Amenity cut & drop	12 cuts per year, minimum	50,000 approx
6a	Road hedge to Donkey Centre	H1	Annual cut	1 cut per year	190m length
	Hedging around Fishing Lake	H1	Annual cut	1 cut per year	

MacAndrews Field

Plan ref	Area	GM ref	Description	No. of cuts	Area to cut m2
28	Main field	G1	Amenity cut & drop	12 cuts per year, minimum	10,000 approx

Victoria Park

Plan ref	Area	GM ref	Description	No. of cuts	Area to cut m2
29, 30, 34 – 36	Main field	G1	Amenity cut & drop	12 cuts per year, minimum	9,000 approx
31	Hedgerows Station Road, Erme Road	H1	Annual cut	1 cut per year	354m length

Barons Pyke

Plan ref	Area	GM ref	Description	No. of cuts	Area to cut m2
41	Road verge	G2	Longer grass verge cut & drop	6 cuts per year, minimum	357

St Peters Way

Plan ref	Area	GM ref	Description	No. of cuts	Area to cut m2
45, 46	Road verge	G2	Longer grass verge cut & drop	6 cuts per year, minimum	1,500 approx

Additional

The following areas will not be included in the main contract pricing, but will be required to be carried out as and when specified by the Council. A separate price is to be provided for these elements.

Plan ref	Area	GM ref	Description	No. of cuts	Area to cut m2
6b	Filham Park access road and car park	H2	Hedges to be trimmed by hand	1 cut when requested	230m length
20, 21, 22, 26, 27	MacAndrews Field hedges	H2	Hedges to be trimmed by hand	1 cut when requested	500m length
32	Victoria Park hedgerows	H2	Hedges to be trimmed by hand	1 cut when requested	312m length

2.2.4 Cutting around trees

Mature trees – the grass beneath the canopy inside the drip line is to be left uncut

Young trees – a 1m diameter circle shall be left uncut at the base of young and newly planted trees

2.2.5 Litter collection and general practices

At the time of each service visit, the contractor shall carry out a litter pick prior to cutting. Should any litter items have been missed, the contractor should collect any debris following the cut, litter items should be removed from site. Such works to be included in price for cuts.

Any visible damage to the site, fences, trees, etc to be notified to Ivybridge Town Council as soon as possible.

3. Preliminaries/general conditions

3.1 Schedule of Contract Conditions

3.1.1 Overview

- Clause 1 Ivybridge Town Council places orders for services and goods, as an official order via its purchase ordering system
- Clause 2 All written communications with the Council shall be addressed to the Town Clerk, Ivybridge Town Council, Town Hall, Erme Court, Leonards Road, Ivybridge, Devon, PL21 0SZ.
- Clause 3 Communication by email is acceptable if addressed to townhall@ivybridge.gov.uk. However, a transmission of any email that demands electronic acknowledgement of such an email will not be accepted as proof of delivery.

3.1.2 Obligations of Terms and Conditions

- Clause 4 No terms and conditions put forward by the contractor (unless terms relating to hire, lease or loan) shall form part of the contract unless included in the official order.
- Clause 5 Unless the Council expressly agrees in writing, every party shall be governed by these conditions, to the exclusion of all other conditions.
- Clause 6 By taking action against an official order, the contractor will be deemed to have accepted these terms and conditions in their entirety.
- Clause 7 Without prejudice to any standard required elsewhere in the contract, all services shall conform to any applicable specification or code of practice issued by the British Standards Institution or the International Standards Organisation, those current at the date of the proposal.
- Clause 8 In addition to Clause 7, the contractor warrants that it will provide the service with reasonable skill, care and diligence.
- Clause 9 A regular inspection shall be carried out by the Council throughout the period of the contract to ensure the work is completed in accordance with the Specification of Works.
- Clause 10 The contractor shall not sub-contract the official order or any part of it without the prior written consent of the Council.
- Clause 11 The Council would cancel this contract and recover from the contractor any loss resulting from such cancellation if the contractor or person acting on his behalf shall have offered, given or agreed to give any officer or member of the Council a gift or consideration of any kind as

an inducement or reward in respect of the contract, or shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or Section 117 of the Local Government Act 1972.

- Clause 12 The Council may cancel this contract if the contractor becomes bankrupt or insolvent.
- Clause 13 The contractor shall be liable for and it indemnifies the Council, its employees, agents or contractors against all proceedings, liabilities, loss, damage, claims, costs and expenses whatsoever arising, directly or indirectly, out of or in the course of or in connection with the supplies supplied or value of said goods or provision or value to provide services. The contractor shall maintain insurance policies containing an indemnity to principles clause with a reputable insurer to cover such liability and it should provide evidence of such with submission of quote, and at each annual renewal.
- Clause 14 The contractor shall not infringe an intellectual property right of any third party.
- Clause 15 The intellectual property rights not in specifications information instructions, plans, drawings, patterns, models, designs whatever material made valuable to the contractor by the Council or obtain on the contractor in connection with the contract shall remain vested solely in the Council and intellectual property rights in anything arising out of the supply shall be based in the Council.
- Clause 16 The contractor shall comply with all applicable legislation, including, but not limited to, the Health and Safety at Work Act 1974, Race Relations Act 1976, Sex Discrimination Act 1975, Disability Discrimination Act 1995, the Human Rights Act 1998, General Data Protection Regulations 2018, or any statutory modifications or renegotiations thereof. All works are to be carried out in accordance with the Safety at Street Works and Road Works: Code of Practice 2013, Environmental Protection Act 1990, Environmental Protection (Duty of Care) Regulations 1991, Control of Pesticides Regulations 1986 (as amended) (COPR).
- Clause 17 No cutting of grass, hedges, etc in proximity to dwellings, shall take place before 8.00am.
- Clause 18 The contractor will adhere to Ivybridge Town Council's Health & Safety Policy at all times, and implement industry guidelines relating to risk assessments, method statements and the use of Personal Protective Equipment (PPE).
- Clause 19 The contractor shall carry out their services under this contract in accordance with the requirements of the Highways Act 1980 and all other relevant statutory provisions.

- Clause 20 All persons involved in the exercise of their services under this contract shall hold recognised national qualifications, namely appropriate SWQR or Highway Sector Scheme units. Alternatively, demonstration of suitable experience and training as approved by DCC and the Town Council on traffic safety and management, and the tools and machinery employed.
- Clause 21 The contractor shall not undertake any works adjacent to the highway without adequate traffic signing measures first being in place. All traffic management measures shall comply with Chapter 8 of the Traffic Signs Manual.
- Clause 22 The Council must protect the public funds it handles and therefore it may use the information the contractor gives relating to this order/contract (i.e. invoice) to prevent and detect fraud. It may also share this information for the same period with other organisations which handle public funds.
- Clause 23 Subject to Clause 24, the parties, their employees and agents, shall keep same and not disclose any information provided in confidence, without the prior written consent of the other parties, except as may be necessary for the performance of the contract. The deed of confidentiality shall not apply to any information (i) in the possession of the party concerned, without restriction as its disclosure before receiving it from the disclosing party or; (ii) receiving from a third party who lawfully claimed it and who is under no obligation restricting its disclosure; (iii) has or becomes public knowledge (otherwise than by breach of this clause) and (iv) liable to disclosure under the Freedom of Information Act 2000 or any other legislation.
- Clause 24 The contractor shall assist and cooperate with the Council to enable it to comply with the obligations both under the General Data Protection Regulations 2018 and the Freedom of Information Act 2000 respectively.
- Clause 25 The contractor shall confirm that it is fully compliant with the General Data Protection Regulations 2018 providing a copy of the company's ICO Registration, and once any contract is let must ensure that all personal data is redacted if such material is retained by the contractor.
- Clause 26 If either the Council's internal or external auditors investigates the contract, the contractor shall provide such information, access and cooperation as this person may reasonably require.

3.1.3 Financial Conditions

- Clause 27 The contractor shall deliver a detailed invoice on a monthly basis, after completion of services for that month.

- Clause 28 Payment of invoices shall be made by BACS/Faster Payment, and shall be made on (date in month to be determined).
- Clause 29 If provided on the official order, the contractor must quote the order number(s) on the invoice. Failure to do so may incur a delay in payment.
- Clause 30 Invoices must be set out as per the contract breakdown requested by the Council.
- Clause 31 Under no circumstances will a deposit or other preliminary payment be made.
- Clause 32 If written in writing, such payments may be made against specifically identified projects, or service milestones.

3.1.4 Supplementary Conditions

- Clause 33 Employer's and Public Liability Insurance shall have a limit of indemnity of not less than £5million (Five million Great British Pounds) and £10million (Ten million Great British Pounds) respectively.
- Clause 34 The Freedom of Information Act 2000 came into force for local authorities on 1st January 2005. It affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. The Council currently expects the position as to what information may be accessible to the public, to be as follows. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information Commissioner issue decisions in this area. Nor can the Council give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting your quote, you are taken to accept this.

Information	How it is treated
Quote submissions	Will be treated as publicly inaccessible at least until the successful contractor has exchanged letters with the Council to confirm the contract
Identity and amount of quote	The identity and amount of the successful and unsuccessful contractor will become publicly accessible only after award. Those quoting will continue to have their existing rights to know details about their own quote, but not of others

Trade secrets and other information that is genuinely commercially confidential	The Council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as blanket justification for refusing access, and that councils may not agree to treat information as confidential unless there is a really strong justification for doing so
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Clause 35 The contract will be terminated if the contractor or anyone on its behalf bribes or tries to bribe anyone in connection with any contract or commits an offence under the Prevention of Corruption Acts 1889 – 1916. The Council takes these issues very seriously. It encourages all contractors, or for that matter anyone else, to contact it if any councillor, employee or other contractor, or potential person quoting approaches them and either attempts to engage them in any such activity or infers that they could do so. Hence, you should not attempt to canvass any member (councillor) or officer of the Council about your quote or try and obtain confidential information relating to the quoting process from anyone associated with the Council or from any other past or present contractor to the Council. If you do so, your quote is likely to be rejected.