

**Maintenance Contract – Footpath and Grass/Hedge/Shrub Cutting**

|  |
| --- |
| **PART A: Invitation to Tender** **Background, Instructions and Conditions of Tender****Suppliers should read this document first.** |

**If you would like this information in another format please email clerk@perranzabuloe-pc.gov.uk**

|  |
| --- |
| Contents |

[SECTION 1 – ABOUT THE COUNCIL 3](#_Toc209701275)

[Background 3](#_Toc209701276)

[Introduction 3](#_Toc209701277)

[SECTION 2 – OVERVIEW OF THE COUNCIL’S REQUIREMENTS 4](#_Toc209701278)

[Key Information 4](#_Toc209701279)

[Insurance Levels 4](#_Toc209701280)

[Transfer of Undertakings (Protection of Employment) Regs 2006 (TUPE) 4](#_Toc209701281)

[SECTION 3 - THE PROCUREMENT PROCESS 5](#_Toc209701282)

[Procurement Procedure 5](#_Toc209701284)

[Procurement Timetable 5](#_Toc209701285)

[How to respond to this opportunity 5](#_Toc209701286)

[Clarification Process 6](#_Toc209701287)

[Council Representatives 6](#_Toc209701288)

[The assessment process and award criteria 6](#_Toc209701289)

[Award Criteria 13](#_Toc209701290)

[Method Statements 13](#_Toc209701291)

[Scoring structure for method statements 14](#_Toc209701292)

[Commercial / Price Assessment 15](#_Toc209701293)

[SECTION 4 – CONDITIONS (General) 17](#_Toc209701294)

[Procedural requirements 17](#_Toc209701295)

[Transparency (Procurement Legislation) 17](#_Toc209701296)

[Modifying the Procurement 17](#_Toc209701297)

[Confidentiality and publicity 17](#_Toc209701298)

[Freedom of information and environmental information 18](#_Toc209701299)

[Non-collusion, non-canvassing 18](#_Toc209701300)

[Conflicts of interest 18](#_Toc209701301)

[Anti-competitive behaviour 18](#_Toc209701302)

[Contract 19](#_Toc209701303)

[Supplier warranties 19](#_Toc209701304)

[Third parties 19](#_Toc209701305)

[Applicable law 20](#_Toc209701306)

[SECTION 5 – CONDITIONS (Council Specific) 21](#_Toc209701307)

[General assessment information 21](#_Toc209701308)

[Acceptance of Tender and Award of Contract 22](#_Toc209701309)

[Rejection of Tender 22](#_Toc209701310)

[Notification 23](#_Toc209701311)

[Council Representatives 23](#_Toc209701312)

[Incomplete or Erroneous Errors/Missing information/Omissions 24](#_Toc209701313)

[Council’s Warranties and Disclaimers 24](#_Toc209701314)

[Suppliers Responsibilities 24](#_Toc209701315)

[Tie Breaker 25](#_Toc209701316)

[Intellectual Property Rights 25](#_Toc209701317)

[SECTION 6 – GLOSSARY OF DEFINED TERMS 26](#_Toc209701318)

[Definitions 27](#_Toc209701319)

[APPENDIX 1 – SPECIFICATION OF WORKS 30](#_Toc209701320)

[APPENDIX 2 – PRICE SCHEDULE 34](#_Toc209701321)

## SECTION 1 – ABOUT THE COUNCIL

## Background

* 1. In statistics
		1. Population is 6398.
		2. Perranzabuloe Parish Council borders St Agnes Parish Council to the West, Cubert Parish Council to the North, St Newlyn East Parish Council to the East and Kenwyn Parish to the South.
		3. Number of Councillors is: 15
		4. Overall Council budget is: £801k
	2. Further information can be found here: https://perranzabuloe-pc.gov.uk

## Introduction

* 1. This Procurement is being conducted in accordance with the Procurement Act 2023 (“the Act”) as a below threshold Tender (Open Procedure). This document describes how the Procurement will be conducted, including details of the associated Procurement timetable the process and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
	2. Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.
	3. This document should be read in conjunction with the any relevant Notice and any other Procurement documents which have been made available at this stage of the Procurement.
	4. The Council reserves the right to issue updated versions of this document to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
	5. Please read and ensure compliance with the Procurement terms and conditions contained in Section 4 and 5.
	6. Common terms and expressions shall have the meanings ascribed to them in the glossary of terms Section 6.
	7. All references to a ‘section’ are to a section in the Act unless otherwise stated.
	8. All references to a ‘paragraph’, ‘appendix’ are to a paragraph or appendix of this document unless otherwise stated.
	9. All references to dates/times shall be in accordance with UK time (i.e. GMT/BST).
	10. Should any additions or deletions or the provision of supplementary documentation be considered necessary prior to the date for submission of the Tender, these will be issued by the Council to Suppliers and will be deemed to then form part of the Invitation to Tender (ITT).

## SECTION 2 – OVERVIEW OF THE COUNCIL’S REQUIREMENTS

## Key Information

1. 1. The Council invites response to this Invitation to Tender (ITT) from suitably qualified suppliers (“Suppliers”) for the provision of footpath, grass/hedge shrub cutting.
	2. Full details around the Tender can be found in the accompanying documentation, in particular:
		1. Part B - Response Document (Tender)
		2. Appendix 1 – Specification of Works
		3. Appendix 2 – Price Schedule
		4. Cornwall Council – Contractor Cutting Schedule
	3. This tender is an opportunity to budget and contract details
	4. The estimated overall maximum budget for the tender is £81k plus VAT.
	5. The Terms and Conditions under which any Contract would be formed are provided in Appendix 4.
	6. The Contract period is 1 April 2026 to 31 March 2029.

## Insurance Levels

* 1. The Council’s minimum requirements for insurance (Minimum Cover for each and every incident) are:
		1. Employer’s Liability (minimum statutory limit as laid down by legislation) = £5m
		2. Professional Indemnity = £2m
		3. Public Liability Insurance = £10m
		4. Product Liability Insurance = £2m

## Transfer of Undertakings (Protection of Employment) Regs 2006 (TUPE)

* 1. It is the responsibility of the Supplier to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Suppliers should therefore take their own advice regarding the likelihood of TUPE applying.
	2. In this case the Council believes that TUPE does not applies to this tender*.*
	3. For more information please use the websites listed below: [www.gov.uk/transfers-takeovers/](http://www.gov.uk/transfers-takeovers%20/)<https://www.legislation.gov.uk/uksi/2006/246/contents/made>

## SECTION 3 - THE PROCUREMENT PROCESS

1.

## Procurement Procedure

Preliminary Market Engagement

* 1. There has not been any specify preliminary market engagement conducted in relation to this tender

## Procurement Timetable

* 1. The Procurement Timetable for the Procurement is set out below. Failure to meet these deadlines may result in a Supplier’s submission not being considered unless there are exceptional mitigating circumstances such as a technical failure.
	2. Please note the Council reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Timetable will be notified to the Suppliers.

|  |  |
| --- | --- |
| **Procurement Stage** | **Dates** |
| Date Below Tender Threshold Notice published | 22/10/2025 |
| Deadline for Supplier clarification questions to be submitted | 05/11//2025 |
| Clarification responses to be issued by | 12/11/2025 |
| **Bid Deadline (noon)** | **03/12/2025** |
| Assessment period (completed) | 09/12/2025 |
| Notification of Contract award (Contract Award Notice) | 10/12/2025 |
| Below Threshold Contract Details Notice published  | 10/12/2025 |
| Contract start – Main Contract | 01/04/2026 |
| Contract end date | 31/03/2029 |

##

## How to respond to this opportunity

* 1. All response must be written in English and costs submitted are to be presented in Pounds Sterling, exclusive of VAT, but inclusive of all other costs where not stated in the Pricing Schedule.
	2. The response must be delivered by no later than the time and submission date stated.
	3. Suppliers must consider the necessary document sizes, speed of Internet connection, system configuration and general web traffic that may impact on the time required to complete the transaction.
	4. Information submitted must be relevant and proportional to what has been set out within the Tender Pack. Where details are provided by the Supplier in literature that they submit in connection with the response, they must ensure that clear cross-references are given to the Council.
	5. The Council has not provided a word limit for responses to the Award questions however, the Council would like to inform Suppliers that responses should be relevant to the question and be proportionate in length. Supporting information may be submitted, provided it is clearly referenced in the question to which it relates and appended to the main bid.
	6. Suppliers must not be qualified, conditional or accompanied by statements that might be construed as rendering the tender equivocal. Qualified or conditional tenders are very likely to be rejected. The Council’s decision as to whether a tender is acceptable will be final.
	7. Tender response must remain valid for acceptance for a period of 90 days from return date.
	8. Information provided by the Supplier in the Tender shall constitute an irrevocable offer to the Council that shall form part of any subsequent contract between the parties.
	9. All information related to the Council and supplied in connection with this procurement shall be kept by the Supplier in strictest confidence.
	10. Suppliers are advised that the Council is not bound to accept the lowest tender submitted, nor to reimburse any expense incurred during the tender process.

## Clarification Process

* 1. All clarification enquiries should be directed to the Authorised Representative and by no later than the date indicated in the Procurement Timetable detailed elsewhere in this document.
	2. Suppliers are advised that where such enquiries have been made, and it is appropriate to do so, the Council will distribute to all Suppliers a copy of the Clarification and the written reply, with anonymity preserved.

## Council Representatives

* 1. No person in the Council’s employ or other agent, except as so authorised by the Council Authorised Representative, has any authority to make any representation or explanation to Suppliers as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Suppliers or the successful Supplier or as to these instructions or as to any other matter or thing so as to bind the Council.

|  |
| --- |
| **Council Authorised Representative contact details:** |
| Name:Amanda Coleman, Clerk & Responsible Finance OfficerEmail: clerk@perranzabuloe-pc.gov.uk |

## The assessment process and award criteria

* 1. The objective of the assessment process is to assess the responses to the Tender and select an organisation to deliver the contract for the Council at best value.
	2. Tenders will be assessed on the basis of the Most Advantageous Tender (MAT) offer i.e. the offer that is considered to provide best value to the Council based on an effective combination of quality, cost and service factors.
	3. The assessment will be carried out as below:

**Preliminary Checks**

* 1. Tenders will be subject to preliminary checks to verify that the submission is complete and compliant, including:
		1. Tenders have been submitted on time, are considered complete and meet the requirements of the ITT to enable them to be assessed.
		2. Supplier has not contravened any of the terms and conditions of the Tender process.
	2. Tenders that do not meet the above preliminary checks will not proceed to the next stage of the assessment.

**STAGE ONE – Procurement Specific Questionnaire**

* 1. Tenders that meet the above preliminary checks must also meet the minimum requirements (Score question and/or Pass/Fail questions) of the Procurement Specific Questionnaire of the Invitation to Tender Response Document (Part B).
	2. The Procurement Specific Questionnaire can be seen in the Tender Response Document (Part B), this is based on the Government Commercial Function standard template [PA2023](https://www.procurementpathway.civilservice.gov.uk/documents/template/pa-2023-procurement-specific-questionnaire). The table below sets out the questions and the methodology of how each question will be assessed.

| **No.** | **Question**(Please refer to Tender Response document for full question) | **Criteria** | **Methodology** |
| --- | --- | --- | --- |
| **Preliminary Questions** |
| 1 | What is your name? (supplier name) | n/a | For information |
| 2 | *Please ensure you are registered on the Government* [*central digital platform*](https://www.legislation.gov.uk/ukdsi/2024/9780348259728/regulation/6) *(CDP).* (Procurement Regulations 2024 – Regulation 6)What is your central digital platform [unique identifier](https://www.legislation.gov.uk/ukdsi/2024/9780348259728/regulation/8) (Procurement Regulations 2024 – Regulation 2024)? | n/a | For information |
| 3 | Bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium | n/a | For information |
| 4 | Are you on the debarment list? | Pass / Fail | **Pass –** A pass will be where the information has been provided in the Tender Response Document is complete and it is assessed that the Supplier is not on the debarment list or following assessment conditions of Regulations [57](https://www.legislation.gov.uk/ukpga/2023/54/section/57), [58](https://www.legislation.gov.uk/ukpga/2023/54/section/58) and [59](https://www.legislation.gov.uk/ukpga/2023/54/section/59) of the [Procurement Act 2023](https://www.legislation.gov.uk/ukpga/2023/54/pdfs/ukpga_20230054_en.pdf) are met.**Fail -** A Supplier may “fail” and therefore be excluded from the procurement on the grounds of providing insufficient or false information or where highlighted that they are on the Government disbarment list and conditions in Regulations [57](https://www.legislation.gov.uk/ukpga/2023/54/section/57), [58](https://www.legislation.gov.uk/ukpga/2023/54/section/58) and [59](https://www.legislation.gov.uk/ukpga/2023/54/section/59) of the [Procurement Act 2023](https://www.legislation.gov.uk/ukpga/2023/54/pdfs/ukpga_20230054_en.pdf) are not met. |
| Part 1 – Confirmation of core supplier information |
| 5 | Provision of up-to-date information on Central Digital Platform (either share code or PDF download) | Pass / Fail | **Pass** - Where the information has been provided complete and up-to-date and in line with the requirements set out in the Tender Response Document and it is assessed as up to date and complete.**Fail** – Where following assessment either this has not been provided and / or the information is insufficient or false information.[Please Note: Financial assessments will be conducted in line with disclosed criteria in question 13 below]. |
| Part 2 – Additional exclusions information |
| Part 2A – Associated persons (to be completed if using associated persons) |
| 6 | Are you relying on any associated persons | n/a | For information (if unsure reference should also be made to conditions in Regulations [22(9)](https://www.legislation.gov.uk/ukpga/2023/54/section/22) and [26](https://www.legislation.gov.uk/ukpga/2023/54/section/26) and [57](https://www.legislation.gov.uk/ukpga/2023/54/section/57), [58](https://www.legislation.gov.uk/ukpga/2023/54/section/58) and [59](https://www.legislation.gov.uk/ukpga/2023/54/section/59) of the [Procurement Act 2023](https://www.legislation.gov.uk/ukpga/2023/54/pdfs/ukpga_20230054_en.pdf)) |
| 7 | (if yes to 6 above) Supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy  | n/a | For information  |
| 8 | (if yes to 6 above) For each associated person, you must confirm they are registered on the CDP | Pass / Fail | **Pass** - Where the information has been provided complete and up to date and in line with the requirements set out in the Tender Response Document and it is assessed as up to date and complete.**Fail** – Where following assessment either this has not been provided and / or the information is insufficient or false information. |
| 9 | (if yes to 6 above)Are any of your associated persons on the debarment list? | Pass / Fail | **Pass –** A pass will be where the information has been provided in the Tender Response Document is complete and it is assessed that the Associated Person is not on the debarment list or following assessment conditions of Regulations [57](https://www.legislation.gov.uk/ukpga/2023/54/section/57), [58](https://www.legislation.gov.uk/ukpga/2023/54/section/58) and [59](https://www.legislation.gov.uk/ukpga/2023/54/section/59) of the [Procurement Act 2023](https://www.legislation.gov.uk/ukpga/2023/54/pdfs/ukpga_20230054_en.pdf) are met.**Fail –** An Associated Person may “fail” and therefore be excluded from the procurement on the grounds of providing insufficient or false information or where highlighted that they are on the Government disbarment list and conditions in Regulations [57](https://www.legislation.gov.uk/ukpga/2023/54/section/57), [58](https://www.legislation.gov.uk/ukpga/2023/54/section/58) and [59](https://www.legislation.gov.uk/ukpga/2023/54/section/59) of the [Procurement Act 2023](https://www.legislation.gov.uk/ukpga/2023/54/pdfs/ukpga_20230054_en.pdf) are not met.[Please Note: Financial assessments will be conducted in line with disclosed criteria in question 11 below]. |
| Part 2B – list of all intended sub-contractors **(to be completed if intending to use sub-contractors)** |
| 10 | Provide: details of all suppliers who you intend to sub-contract | n/a | For information |
| 11 | Are any of your intended sub-contractor is on the debarment list. | Pass / Fail | **Pass –** A pass will be where the information has been provided in the Tender Response Document is complete and it is assessed that the sub-contractor is not on the debarment list or following assessment conditions of Regulations [57](https://www.legislation.gov.uk/ukpga/2023/54/section/57), [58](https://www.legislation.gov.uk/ukpga/2023/54/section/58) and [59](https://www.legislation.gov.uk/ukpga/2023/54/section/59) of the [Procurement Act 2023](https://www.legislation.gov.uk/ukpga/2023/54/pdfs/ukpga_20230054_en.pdf) are met.**Fail -** A sub-contractor may “fail” and therefore be excluded from the procurement on the grounds of providing insufficient or false information or where highlighted that they are on the Government disbarment list and conditions in Regulations [57](https://www.legislation.gov.uk/ukpga/2023/54/section/57), [58](https://www.legislation.gov.uk/ukpga/2023/54/section/58) and [59](https://www.legislation.gov.uk/ukpga/2023/54/section/59) of the [Procurement Act 2023](https://www.legislation.gov.uk/ukpga/2023/54/pdfs/ukpga_20230054_en.pdf) are not met. |
| Part 3 – Questions relating to conditions of participation |
| Part 3A – Standard questions |
| 12 | Financial Capacity Assessments | Pass / Fail | 3 years of audited accounts |
| 13 | Levels of insurance cover | Pass / Fail | Suppliers will be required to self-certify whether they already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover.This will be marked on a “pass/fail” basis. If you do not meet or do not commit to the Council’s minimum requirements, this will be classed as a “fail”.If you are the Preferred Supplier and you fail to provide the necessary evidence then Preferred Supplier status will move to the provider in 2nd place and so on if necessary. |
| 13 | Technical Ability – Relevant Experience and contract examples | Pass / Fail | **Pass** – Technical and professional ability is demonstrated based on the information provided in relation to the delivery of contracts of a similar nature. **Fail** – Does not meet the requirement. Does not comply and / or insufficient information provided to demonstrate that the Supplier has the relevant technical and professional ability of delivering contracts of a similar nature.The Council reserves the right to take up the references named and further inspection of current contracts may also be made to resolve any questions about technical efficiency, quality, service levels and reliability. |
| 14 | Technical Ability – Subcontractor management | Pass / Fail | **Pass** – Supplier is assessed as setting out a clear explanation of how it has previously maintained healthy supply chains with its subcontractors. **Fail** – Supplier is assessed as not having set out a clear demonstration of how it has previously maintained healthy supply chains with its subcontractors. |
| 15 | Technical Ability – Health and Safety | Pass/Fail | Pass - Where the information has been provided complete and in line with the requirements set out in the Procurement Specific Questionnaire and deemed to have met the conditions as set out.Fail - Where either this has not been provided and/or the information is insufficient or false information. |

* 1. If all aspects of this Procurement Specific Questionnaire are passed, then the submission will be subject to the price and qualitative assessment as detailed below.

## Award Criteria

* 1. The following Award Criteria/weightings will be used in qualitative assessment of the Suppliers response.

## Method Statements

|  |  |  |
| --- | --- | --- |
|  |  **Sub Criteria** | **Main Criteria** |
| **Criteria: Quality** | **40%** |
| Methodology and work plan (how you expect to deliver the services – frequency, sequencing, equipment used, minimising disruption to local residents) | 10% |  |
| Management, communication, staff and resources – how will you communicate with the Council and what staff and resources do you have to ensure the contract is delivered). | 5% |  |
| Standards of finish (expected quality of cut (height, evenness, removal of arisings, no damage to trees/edges/fences) | 10% |  |
| Environmental practices (use of environmentally sensitive methods (waste disposal, zero use of glyphosate (unless for use in Japanese Knotweed removal) and biodiversity protection) | 10% |  |
| Response to additional cuts that are required | 5% |  |
| **Criteria: Price** | **60%** |
| Sub-Criteria – See Price Schedule Appendix 2 | 60% |  |
| **TOTAL Quality / Price** | **100%** |

* 1. Technical assessment of the qualitative elements are carried out independently of the Pricing aspects, with the intention that the information on the Pricing element only be disclosed to the assessors post the completion of the qualitative assessment specifically:
		1. Score objectively in line with set questions and score methodology as set out in the Tender pack
		2. Scores to be recorded and comments recorded on the reasons to justify the score
		3. Scores to form part of overall scores around the Award decision.

## Scoring structure for method statements

|  |
| --- |
| **SCORING MATRIX FOR QUALITY CRITERIA** |
| **Score** | **Assessment** | **Definition** |
| **5** | **Excellent** | An excellent response submitted in terms of detail and relevance which clearly fully meets or meets the vast majority the requirements with no negative implications and evidence in their ability and / or proposed methodology to deliver a solution.Excellent evidence has been provided to show not only what will be delivered but will give comprehensive detail of how this will be achieved. The response will have made clear how their proposal relates directly to the requirements and is specific, rather than general, in the way proposed solutions will deliver the desired outcomes. |
| **4** | **Good** | A good response submitted in terms of detail and relevance that meets the requirements without significant negative implications or inconsistences.  The Supplier demonstrates the understanding of the requirement and evidence of their ability and / or proposed methodology to deliver the requirements. Good evidence has been provided to show not only what will be delivered but will give relevant detail of how this will be achieved. The response will have made clear how the proposal relates directly to the requirements and is specific, rather than general, in the way proposed solutions will deliver the desired outcomes. |
| **3** | **Satisfactory** | A satisfactory response submitted in terms of the level of detail, accuracy, relevance and evidence in their ability and / or proposed methodology to deliver the requirements.  Aspects of the response may be satisfactory but there are some omissions of important factors or negative indications that reduce the extent to which the requirements will be met.There is a lack of some clarity or detail in how the required outcomes will be achieved. Evidence is provided but may be generic in parts and is not specifically directed toward the desired outcomes. |
| **2** | **Reservations** | The response meets some of the requirement but there are clearly reservations, either in understanding the requirement, and / or details around proposed methodology, and / or limited evidence to support the response.  There would be concerns that the approach would require intervention or create ongoing issues in delivery of the requirements.Not sufficient evidence has been provided to suggest how the requirements will be met. Parts of the response is vague with little or no detail and evidence given on how to meet requirements. Evidence provided is considered weak or is unclear on how this relates to the requirements. |
| **1** | **Serious reservations** | Limited response provided, or a response that is inadequate, inaccurate and / or only partially addresses the question.  Serious reservations of the response provided, either in understanding the requirement, and / or details around proposed methodology, and / or little evidence to support the response.This includes major weaknesses or gaps in the information provided. The response displays a poor understanding of the requirement and there are major doubts around the ability to deliver the requirements. The whole response is vague with little or no detail given of how to meet the requirements. Evidence provided is considered inappropriate or has a lack of clarity on how it relates to the requirements. |
| **0** | **Unacceptable** | The response is unacceptable and does not comply with the requirements.Insufficient or no information provided to demonstrate that the requirement is understood and no relevant evidence to support the response.   No response to the question or a response that is significantly irrelevant or inaccurate. |

## Commercial / Price Assessment

* 1. The Pricing Schedule contains the details and requirements relating to the price element of this Tender. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc for the Supplier’s to return as part of their response.
	2. Price shall be evaluated using the following scoring methodology, with the Tenderer’s prices being scored on a comparative basis. For example:
	3. This will be done by recording the lowest price submitted by any of the Tenderers, then for each Tenderer, dividing this lowest price by the Tenderers’ price and then multiplying it by the allocated weighting. The equation set out below explains this in a simpler way:
	4. (Lowest Price ÷ Tenderer’s price) x Weighting = Score
	5. To accompany the above there is a worked example below to help explain this. The example assumes only 3 prices were submitted and that price was awarded 40% of the overall marks (i.e. quality 60%). Figures shown are purely illustrative:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **L** | **W** | **Tenderer 1** | **Tenderer 2** | **Tenderer 3** |  |  |
| Assessment Elements | Lowest Submitted price (£) | Sub Weighting % | Tendered Price  | Score (%) | Tendered Price | Score (%) | Tendered Price | Score (%) |  |  |
| Total Contract Sum | £30,000 | 60 | £35,000 | 51.43 | £30,000 | 60.00 | £40,000 | 45.00 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |

* 1. These scores would be added to the quality scores for the individual suppliers in this example Tenderer 1 being the preferred supplier to be awarded the contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Sub Weighting****%** | **Tenderer 1** | **Tenderer 2** | **Tenderer 3** |
| Price score  | 60 | 51.43 | 60.00 | 45.00 |
| Quality | 40 | 38.00 | 27.00 | 38.00 |
| **TOTALS** | **100** | **89.43** | **87.00** | **83.00** |

## SECTION 4 – CONDITIONS (General)

## Procedural requirements

* 1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Council’s sole discretion.

## Transparency (Procurement Legislation)

* 1. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Council routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Council taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
	2. Where required, the Council will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Council for the specific purpose of assessing or assisting the Council in assessing the Supplier’s submission. In providing such information the Supplier consents to such disclosure.

## Modifying the Procurement

* 1. Neither the Below Threshold Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual agreement.
	2. The Council reserves the right amend, modify, issue additional information or to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.
	3. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Council is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.

## Confidentiality and publicity

* 1. Save to the extent made publicly available by the Council, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Council, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Council) to keep such information confidential.
	2. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Council. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

## Freedom of information and environmental information

* 1. The Council is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Council may be disclosed in response to a request made pursuant to the FOIA or the EIR.
	2. In respect of any information submitted by a Supplier that it considers to be commercially sensitive.
	3. The Council will endeavour to hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive, however, that the final decision on any FOIA request and EIR request rests with the Council, subject to applicable law.
	4. The Council cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

## Non-collusion, non-canvassing

* 1. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Council and without prejudice to any criminal liability that such conduct by a Supplier may attract.
	2. By participating and submitting a formal declaration in line with this procurement Suppliers are confirming that they (and / any parties related to this procurement) do not breach non-collusion and non-canvassing requirements stated. The Council will be entitled to rely on the acceptance of this position.

## Conflicts of interest

* 1. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Procurement Act 2023) exist between themselves and the Council or its advisers. Suppliers must notify the Council immediately of any actual, potential or perceived conflict of interest.
	2. The Council strongly encourages Suppliers to contact the Council as soon as possible should it have any concerns regarding actual, potential or perceived conflicts of interest.

## Anti-competitive behaviour

* 1. Suppliers are reminded of their obligations under applicable competition laws. The Council may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.

## Contract

* 1. A Tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Council. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.

## Supplier warranties

* 1. In responding to this invitation, the Supplier warrants, represents and undertakes to the Council that:
		1. It understands and has complied with the conditions set out in this document
		2. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council are true, complete and accurate in all respects
		3. It has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and its response
		4. it has full power and authority to respond to this document and to perform the obligations in relation to the contract
	2. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
		1. the Council may exclude the Supplier from participating in this Procurement
		2. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
		3. the Council may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages
		4. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

## Third parties

* 1. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

## Applicable law

* 1. The law of England is applicable to this Procurement.
	2. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

## SECTION 5 – CONDITIONS (Council Specific)

## General assessment information

* 1. Suppliers may be required to clarify its submission. If in the opinion of the Council the Supplier fails to provide an adequate response to one or more points of clarification, or fails to respond by the given deadline, the Supplier may be excluded from progressing further in the process.
	2. The Council is under no obligation to “follow up” with the Supplier to obtain information found to be missing.
	3. Suppliers may provide information to support their responses to the method statement questions, provided the supporting information is cross-referred to in the relevant method statement(s).  The supporting information must be provided as separate attachments and submitted via the details provided.  The supporting information must be listed/attached in the same order as it is cross-referenced in the numbered method statements and the cross-reference must identify the specific information within the supporting document which is being relied on to support the substantive response. Supporting information which is not cross-referenced in a method statement response will not be considered.  Where word limits are applicable to a question, these do not include the supporting information itself (certificates etc.) but the cross-references to the supporting material within the method statement response will count towards the word limit. Diagrams, pictures and charts embedded into the method statement response may include words but only to the extent that those words are necessary to enable the assessment panel to understand or interpret the diagram, picture etc. The inclusion of any words within diagrams, pictures etc. which go beyond what is strictly necessary to enable the assessment panel to understand the diagram, picture etc. will be disregarded for the purpose of the evaluation of a Supplier’s substantive response to the method statement. The referenced supporting information and any diagrams, pictures etc. embedded in the method statement itself must only support the substantive response to the method statement question and not provide the answer by its content. Where word limits are applicable to a question, any words found to be over the limit will not be assessed.
	4. Suppliers must make sure that they answer what is being asked. Anything that is not directly relevant to the particular question should not be included.
	5. Suppliers should also make sure that their answers inform not just what they have or will do, but how they did it or will do it, and what their proposed timescales are (as relevant) supported by examples or evidence to support the responses as appropriate.
	6. Please do not cross reference for other responses or information as each question will be assessed individually, one by one in order.

## Acceptance of Tender and Award of Contract

* 1. The Tender Pack and the submission of the Tender shall not in any way bind the Council to enter into a contract with the Supplier or involve the Council in any financial commitment whatsoever in this respect.
	2. It is the responsibility of the Supplier to ensure that the pricing and delivery methodology within its supply chain will hold for the acceptance period. The Supplier must notify the Council immediately if anything affects their Tender within the acceptance period.
	3. No alteration to the successful Tenderer’s position post award of the contract will be accepted, unless this is due to external factors beyond the control of the Tenderer, is acceptable to the Council and is in accordance with any applicable legislation.
	4. Unless and until a formal agreement is prepared and executed, the Tender Pack, the Supplier’s submission, together with the Council’s written acceptance shall constitute a binding contract between both parties.
	5. The Council is not bound to accept the lowest or any Tender and may accept the whole or part of any Tender at its discretion.
	6. Where the pricing of a Tender is abnormally low the Council reserves the right to reject the Tender in accordance with the requirements for further investigation under the Procurement Act 2023 Section 19 (3) c.

## Rejection of Tender

* 1. The Council may disqualify any Supplier who:
		1. Fails to meet the requirements set out in the Tender Pack;
		2. Fails to provide a satisfactory response to any questions in the Tender Response Document (Part B) or inadequately or incorrectly completes any question;
		3. Is awarded a score of ‘0’ for any of the qualitative questions at stage one or two;
		4. Submits an incomplete or vague Tender or submits its Tender later than the prescribed date and time;
		5. Submits a Tender that is qualified, conditional or accompanied by statements that might be construed as rendering the tender equivocal;
		6. (whose) circumstances change to the extent that the Supplier ceases to meet the qualification criteria, or who makes material changes to any aspect of its Tender, unless substantial justification can be provided to the satisfaction of the Council and such change is in accordance with applicable legislation;
		7. Has directly or indirectly canvassed any official of the Council or obtained information from any other person who has been contracted by the Council concerning the award of the contract or who has directly or indirectly obtained or attempted to obtain such information;
		8. Fixes or adjusts the amount of their Tender by or in accordance with any agreement or arrangement with any other person;
		9. Communicates to any person other than the Council the amount or approximate amount of the figures shown in the proposed Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing;
		10. Enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the figures to be shown or referred to by another Supplier;
		11. Offers to agree to pay to any person having direct connection with the Tender process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Supplier or any other person’s proposed Tender, any act or omission;
		12. In connection with the award of the contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
		13. The Council shall reserve the right to conduct due diligence to check Supplier details with Companies House and other open information sources or seek verification directly from the Supplier in relation to this information.

## Notification

* 1. Following assessment of the Tenders the Council will make a decision on which, if any, Tender shall be accepted.
	2. Suppliers will be notified of whether they are in Preferred Supplier status, or not. The Council will contact the Supplier assessed as Preferred Supplier status to request all necessary evidence from the self-declarations made within the Procurement Specific Questionnaire when the Council will carry out the final assessment to ensure the evidence is satisfactory. If the evidence is satisfactory, the Council will provide all suppliers with details of the outcome of the assessment along with feedback of the submissions received.

## Council Representatives

* 1. No person in the Council’s employ or other agent, except as so authorised by the Authorised Officer, has authority to make any representation or explanation to Suppliers as to the meaning of the agreement or any other document within the Tender Pack or as to anything to be done or not to be done by Suppliers or the Successful Supplier.

## Incomplete or Erroneous Errors/Missing information/Omissions

* 1. The Council reserves the right to seek clarification from Suppliers in connection with their responses where information submitted appears to be incomplete or erroneous or where specific documents are missing. The Council reserves the right for to request the Supplier to submit, supplement, clarify or complete the information or documentation provided in connection with the response to this invitation. Any information requested must be returned in the defined period set by the Council.
	2. The Council reserves to right to discount any information from the clarification not received in line with the defined steps outline to the Supplier and is not under any obligation to use that information further as part of the process.
	3. Suppliers should be aware that submission of a Tender that contains incomplete or erroneous errors, missing information or omissions such as required documents may result in their Tender being deemed a non-compliant submission.

## Council’s Warranties and Disclaimers

* 1. The Council may require further information as appropriate and assess this as part of the Tender assessment process.
	2. The Supplier shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) in respect of the contract by reason of the specification being different to that envisaged by the Supplier or otherwise.
	3. Whilst the information in the Tender Pack has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the Tender Pack or with respect to any written or oral information made or to be made available to any Supplier or its professional advisors.
	4. Each Supplier who downloads the Tender Pack must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Agreement.
	5. This Tender Pack is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Supplier to submit a Tender or enter into any other binding agreement.

## Suppliers Responsibilities

* 1. A Supplier shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the information provided within the Tender Pack which shall cover all obligations under the contract and a Supplier shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender.
	2. The Supplier is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Supplier in connection with the preparation and submission of a Tender shall be borne by the Supplier.

## Tie Breaker

* 1. In the event of a tied score of two or more Suppliers following the assessment of the tenders then the award of the preferred Supplier will be based on the most competitive price received, that being the lowest total price of the bids returned
	2. In the event that lowest total price is not a determining factor around the tie, then the scores will be based on the highest individually weighted method statement for the quality assessment, where there is more than one method statement which has a same weighting then it will be the combined scores of those method statements with that weighting.

## Intellectual Property Rights

* 1. Intellectual property rights (IPR) to any original ideas, designs, concepts or plans contained in any document, plan, specification, drawing or design submitted in response to this process will vest with the Council unless copyright is claimed prior to the lodgement of such materials with the Council.

## SECTION 6 – GLOSSARY OF DEFINED TERMS

**Assessment Panel** shall mean the assembled personnel with the relevant qualifications, skills and experience to assess Supplier submissions.

**Central Digital Platform** shall mean the central platform for the transfer of information between Contracting Authorities and Suppliers as set out in Regulations 5 of the Procurement Regulations 2024.

**Council** shall mean Perranzabuloe Parish Council.

**Invitation to Tender (ITT)** shall mean the process related to this Tender.

**Invitation to Tender Response Document (Part B)** shall mean the document supplied as part of this Tender Pack which is designed for Supplier submissions.

**Most Advantageous Tender (MAT)** shall mean the method to be applied when considering the assessment and award criteria of the Tenders as set out in Regulation 19 (2) of the Act.

**Notices** shall mean the relevant formal Notices referred to within the Act and the Procurement Regulations 2024.

**Procurement** shall mean the process in relation to this specific Tender.

**Procurement Act 2023 (the Act)** shall mean the formal [procurement legislation](https://www.legislation.gov.uk/ukpga/2023/54/contents) which governs public sector procurement

**Procurement Specific Questionnaire** shall mean the questionnaire used within this procurement process for determining grounds for inclusion of a Supplier which is informed and based on the Government Commercial Function template - [(PA 2023) Procurement specific questionnaire | Procurement Pathway](https://www.procurementpathway.civilservice.gov.uk/documents/template/pa-2023-procurement-specific-questionnaire)

**Procurement Timetable** shall mean the table within this document which sets out key dates and times (where relevant) related to this Procurement and includes the formal date and time for the formal submission of Tenders by Suppliers.

**Social Value** shall mean the [Public Services (Social Value) Act 2012](https://www.legislation.gov.uk/ukpga/2012/3)

**Suppliers** shall mean the collective term for suitably qualified suppliers, who may potentially bid or not to this Tender.

**Tender** shall mean the Tender in connection to this specific Procurement process.

**Tender Pack** shall mean all of the documents which form part of this Procurement process.

**Terms and Conditions** shall mean the formal contractual terms under which any awarded contract would be formed.

|  |
| --- |
| **Definitions** |

|  |  |
| --- | --- |
| **Applicant** | Shall mean the organisation responding to the procurement through the procurement process |
| **Authority** | Shall mean the organisation preparing the procurement documents and/or the organisation for whom the resultant Contract will be performed |
| **Council Authorised Representative** | Shall mean the main client Officer for the procurement process and/or resultant Contract |
| **Award** | Shall mean the process by which the Council shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015 |
| **Awarding Council** | Shall mean the organisation for whom the resultant Contract will be performed; in this case it will be the Council |
| **Bid** | Shall mean the Applicant’s offer to the Council, which shall be submitted as the completed procurement documents |
| **Clarification** | Shall mean the process by which queries on the Council’s procurement document are raised by the Applicants and the process by which queries on the Applicant’s Bid are raised by the Council |
| **Commercially Sensitive information** | Shall mean the information listed by an Applicant within its Bid at Volume Two (2) Applicant’s Offer comprising the information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business or which the Contractor has indicated to the Council that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss |
| **Consortia/ Consortium** | Shall mean two (2) or more companies or organisations, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Regulation 19 Public Contracts Regulations 2015) |
| **Contract** | Shall mean a formal and legally binding agreement entered in to between two or more parties to provide Supplies, Services or Works in return for financial remuneration including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved |
| **Contract Notice** | Shall mean the publication in the Tender opportunity by the Council and its intention to procure a public supplies, services, or works Contract |
| **Contractor** | Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by the Council |
| **Council** | Shall mean Perranzabuloe Parish Council |
| **Employers’ Liability (Compulsory Insurance)** | Shall mean an insurance that enables organisations to meet the costs of damages and legal fees for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer’s negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.By law, an employer must have EL insurance and be insured for at least £5 million. The insurance must cover all the organisation’s employees in England, Scotland, Wales and Northern Ireland. If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers’ Liability Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers’ Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide. |
| **Evaluation** | Shall mean the process through which the Applicant’s Bid is reviewed in accordance with the Evaluation Criteria, following which a decision to award a Contract is made |
| **Evaluation Criteria** | The means by which the Council will Evaluate an Applicant’s Bid, to include all of the issues that must be considered so as to be able to judge the suitability of an Applicant’s Bid |
| **Invitation to Tender (ITT)** | Shall mean the written request by the Council for an interested Applicant to submit a written Bid to facilitate the Council’s requirements |
| **Lead Applicant** | Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners |
| **Lowest Price** | Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed solely on the basis of their offer of price |
| **Mandatory Requirements: Pass / Fail** | Shall mean the Council’s essential requirements that Applicants will be required to demonstrate their ability to meet so as to be able to pass through to the next stage of the procurement process |
| **Mandatory Requirements: Scored** | Shall mean the Council’s essential requirements that Applicants will be required to demonstrate their ability to meet and that will be scored so as to be able to pass through to the next stage of the procurement process and / or as part of the Award criteria |
| **Most Economically Advantageous Tender (MEAT)** | Shall mean a means of evaluation whereby all Applicants to a procurement process will be assessed the basis of their offer of a combination of both quality factors and price |
| **Officer** | Shall mean the individual completing the procurement documents on behalf of the Council |
| **Open** | Shall mean the procurement process determined by the Public Contracts Regulations 2015  |
| **Pricing** | Shall mean the value placed on a Bid by the Applicant that will purchase their offer to facilitate the Council’s requirements |
| **Procurement** | Shall mean the acquisition of Supplies, Services or Works from an external source |
| **Public Contracts Regulations 2015 (the Regulations)** | Shall mean the legislation of the United Kingdom concerning the procedures for the award of public works contracts, public supply contracts and public service contracts |
| **Public Liability Insurance** | Shall mean an insurance that covers members of the public or customers coming to the organisation’s premises or if the organisation’s staff go to theirs (including if the organisation is based ‘at home’). It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation. Premiums are based on the type of business and rated on an estimate for the level of activity of the business.  |
| **Selection** | Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015 |
| **Selection Questionnaire** | Shall mean the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015 |
| **Services** | Shall mean a system supplying a need such as communications and transport, utilities such as electricity and fuel, the provision of advice or the performance of routine maintenance or repair work |
| **Specification** | Shall mean the detailed description of the Council’s requirements |
| **TUPE** | Shall mean the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" |
| **Works** | Shall mean the carrying out of any work which includes assembling, construction, building, altering, manufacturing, processing, fabricating, erection, installation, fitting out, improvement, repair or commissioning of any movable or immovable property |

## APPENDIX 1 – SPECIFICATION OF WORKS

**Extent of Works**

Generally the work will comprise of the cutting of grass and hedge on public footpaths and areas within the Parish of Perranzabuloe as specified. You will be managed and instructed by the Clerk and will report directly to them.

**Site Details**

The footpaths are situated throughout Perranzabuloe Parish and are identified in the Specification of Works and the Cornwall Council Contractor Cutting Schedule 2025/26 (separate pdf document).

It is suggested that before tendering the prospective contractor undertakes a visit to familiarise and satisfy themselves as to the extent of the contract. PPC will not accept any claims from a failure to familiarise yourself with the contract.

1. **Specification of Works**
2. Prior to cutting a footpath or area of grass, the Contractor will ensure that the footpath is free of significantly large stones, paper, tins, bottles and other debris.
3. The Contractor will also inspect each footpath and area of grass for areas of ground sinkage/potholes and areas of potential hazard and will inform PPC immediately of any specific hazards.
4. The Contractor will during the period of the Contract, ensure that all machines in path/hedge/grass cutting operations are sharp and set properly to produce a true and even cut.
5. The Contractor is expected, where appropriate, to cut/mow/strim verges from the road to the foot of the hedge and ensure that all stiles/steps/gates are free from obstructions and cuttings.
6. The Contractor should take care in areas of spring bulbs and avoid them during the growing and flowering season. Cutting of these patches should only commence four weeks after the flowers have died back.  Special note should be made to site map entitled “Bolenna Park” where no mow areas have been designated.
7. The Contractor should ensure grass cutting around newly planted trees is carried out in a way that avoids damage to trees and promotes their healthy growth.
8. The Contractor will during the period of the Contract ensure that machines are properly maintained and guarded so as to present no danger to the operator, surrounding buildings, vehicles or any person or animal in the vicinity of operations.
9. The Contractor and any staff will be expected to be wearing the appropriate safety equipment (boots, reflective vests, ear defenders and googles as necessary) at all times they are engaged in work for PPC.
10. Any relevant signage should be in place before commencing work.
11. All persons operating cutting machinery must be satisfactorily trained, and PPC reserves the right to ask the Contractor to provide adequate proof that their operators are competent, well trained and conversant with Health & Safety legislation.
12. Any incidence of Japanese Knotweed must be reported immediately to the Clerk and/or Assistant Clerk, and any disposal must be done as per the Environmental Agency guidelines. Therefore the contractor and their staff should be familiar with the identification of most common invasive non-native plants.

**Grass Cutting**

* All Paths and Gates/Stiles require **2 cuts per year.**
* All grass/cuttings to be removed from site

|  |  |  |
| --- | --- | --- |
|  **Grass Cutting Area**  | **Quote**   | **Notes**  |
|   | **Amount of cuts required per year** |   |
| Perran round  | 5 | Vegetation (eg wild flowers) to be treated sympathetically. Leave hardstanding. 2 cuts to the path to the stile. |
|  Droskyn Cliff Area  | 4 | Cuts to cover road edge to cliff. To include strimming around fences and seats, and banks to road edge to be cut back. Vegetation to be treated sympathetically.  Cut bank once. |
| Sun Dial and Flat Area  | 8 |   |
| Droskyn Car park verges  | 8 | Cuts/strims to cover whole grassed area to road and hedges, strimming around fence. Pavement edge from Tregundy Way to end of pavement – 3 cuts.  |
| Inner green  | 8 | Cuts to flat surfaces. Strim to all edges to retaining walls, paths and boundaries. Strim wildflower border once a year with cuttings removed. |
| Fire Station triangle  | 6 | Cuts/strims of all grass area, strim around posts and seats  |
| Ponsmere Valley  | 6 | Cuts of all grass areas (excluding Football and Rugby fields), bridge. Cut a 4ft path by the riverside and leave rest wild. Cut top of bank and road edge and strimming around fence posts, shrubs and seats. Remove cuttings.Include Entrance to Ponsmere Valley.   Do not include community garden.  |
| Bolenna Park     | Every 2 weeks in growing season | Bi-weekly cuts required between April - September. Remove cuttings. Include strimming round seats, bins, trees and fences. - Not to include the fenced play area **No mow areas in purple** (see map Bolenna Park) below: Area 1 is sown with wild flower seeds. Cut in pathway. Remove cuttings.Area 2 is the bank which has been planted with wild flowers Area 3 behind the basketball  Area 4 nearest the car park, please keep mostly uncut with pathways mown through the grass (feel free to be creative with the pathways)   |
| Goonhavern Park  | Every 2 weeks in growing seasons | Bi-weekly cuts required between April - September. All grassed areas including play areas, and strimming around seats, play equipment, park fences and car park area.  Do not start work before 8am.No mow area (Halt Road end of Park). Cut access area around picnic bench.2ft no mow area by the long fence. |

**Bolenna Park Map**

 

 **Hedge/Shrub Cutting**

|  |  |  |
| --- | --- | --- |
| **Area**  | **Amount of cuts required per year** | **Notes**  |
| Bolenna Park  | 1 | Avoid bird nesting season (October – Feb cut) |
|  Fire Station Triangle  | 1 | Cut back shrubs/hedge as necessary, in particular those overhanging the road. Avoid bird nesting season (October – Feb cut) |
| Goonhavern Park  | 1 | Avoid bird nesting season (October – Feb cut) |
| Droskyn Cliff Area  | 1 | Avoid bird nesting season (October – Feb cut) |
| Droskyn Car Park  | 1 | Avoid bird nesting season (October – Feb cut) |

## APPENDIX 2 – PRICE SCHEDULE

Please provide a breakdown of costs and the following information.

* Unit rates – costs per hour
* Optional items/variations
* Discounts

|  |  |  |  |
| --- | --- | --- | --- |
|   | **2026/27**  | **2027/28**  | **2028/29**  |
| Itemised footpaths in Appendix 1 per cut  |   |   |   |
| Itemised grass cutting in Appendix 1  |   |   |   |
| Itemised hedge/shrub cutting in Appendix 1 |   |   |   |
| Droskyn wild flower field |  |  |  |
| Net Total  |   |   |   |
| VAT  |   |   |   |
| Total of cost of contract including VAT  | **£**  | **£**  | **£**  |