

**GRASS CUTTING TENDER/AGREEMENT  
2025/26**

**Louth Town Council  
The Sessions House  
Eastgate  
Louth  
LN11 9AJ  
Tel: 01507 355895**

**Email: [clerk@louthtowncouncil.gov.uk](mailto:clerk@louthtowncouncil.gov.uk)**

Louth Town Council aims to maintain an aesthetically pleasing high standard on the land that it owns. The works described in this specification are to be executed by the contractor in a manner that aligns with this aim. In general, what is required are the best horticultural practices; the creation and maintenance of visually pleasing horticultural features, and the maintenance of rigorous standards of discipline, cleanliness and tidiness.

**TYPE AND TERM OF CONTRACT**

Louth Town Council will be awarding a contract for grass cutting at: Hubbard's Hills, Crowtree Lane, Louth.

The contract will be awarded for a period of one year commencing 1<sup>st</sup> September 2025 and ending on 31<sup>st</sup> August 2026.

The Council reserves the right to cancel or withdraw from the selection and evaluation process at any stage.

The Contractor by submitting their tender for the works agrees to comply with all conditions as specified herein.

**CONFIDENTIALITY**

The Contractor must treat all information supplied to them in confidence and will not disclose it to any third party, unless for the purpose of obtaining sureties or quotations for submitting with the tender.

**TIMETABLE**

The advertisement inviting offers to tender will be advertised locally week commencing 30<sup>th</sup> June 2025.

Site visits by prospective tenderers (if required) can be arranged via the clerk by emailing [clerk@louthtowncouncil.gov.uk](mailto:clerk@louthtowncouncil.gov.uk) and must be completed prior to the closing date.

Completed tender packs and supporting information must be sent to the address above in a sealed envelope clearly marked "Hubbard's Hills Grass Cutting Tender" by 12 noon on the closing date. Email copies will not be accepted.

Tender packs received after this date or those that have not been fully completed etc., will not be considered.

Closing date – 12 noon Friday 1<sup>st</sup> August 2025

Expected start date – Monday 1<sup>st</sup> September 2025

Contract completion date – Monday 31<sup>st</sup> August 2026

**DISCLAIMER**

The information in this document has been supplied in good faith by the Council, however it may not be comprehensive and it has not been independently verified.

The Council, their advisors, officers, members, partners, employees, other staff or agents do not:

Make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this document.

Accept any responsibility for the information contained in the document or the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

## **LOUTH TOWN COUNCIL**

### **Standard Contract Conditions**

#### **Definitions**

Council – Louth Town Council (LTC)

Chair – The Chair of Louth Town Council

Clerk – The Clerk to Louth Town Council

RFO – Responsible Finance Officer

Contractor - the person or persons, firm or company who's tender for the works has been accepted by the Council.

The works – grass cutting work as specifically described herein.

#### **Form of Contract**

The Contract will be in the form of an offer and acceptance basis.

The contractor is responsible for carrying out all the functions detailed in the contract documents together with all other services ancillary thereto which are consistent with the contractor being responsible for maintaining the contract standard.

The specification describes in detail the tasks the contractor is obliged to perform together with the minimum standards to which the Contractor must perform these tasks. The standards set out in the specification are part of the contract standard. The Specification also indicates how Louth Town Council will monitor the contractor's duties.

The contractor shall carry out the standard services in accordance with the programme of work referred to in the Contract Conditions

#### **Fixed Price Tenders**

The Contractor shall tender on the basis of a FIXED PRICE CONTRACT and shall include for any fluctuations in the cost of the labour and/or materials that may arise during the period of the contract. Any VAT that may be payable shall be shown separately on the Tender.

The tender submitted by the Contractor shall remain open for acceptance by the Council for a period of two months from the day fixed for receipt of tenders.

The Council gives no assurance that the lowest or any tender will be accepted, nor will they accept any liability for any costs incurred in the preparation of tenders.

#### **Insurance**

The Contractor will be required to insure adequately against all contingencies in relation to damage, fire, burglary and personal injury with regard to their own machinery, equipment, materials and goods etc., used in connection with the works and they must keep said cover in force for the entire contract period.

The contractor must effect and maintain an insurance policy covering Employer's and Public Liability for a minimum of £10,000,000.00 [ten million pounds] for any one event and must keep said cover in force for the entire contract period. The policy must include an Indemnity to Principals Clause.

Proof of insurance cover must be submitted at the time of tendering. The tender will not be considered without this information.

The Contractor must notify the Council of any changes in insurers or insurance terms immediately during the contract period and provide proof of said changes etc.

The Contractor must indemnify the Council and keep it indemnified against all losses, claims, demands, proceedings, damages, costs, charges and expenses in respect of or in connection with injury to or death of any person (including a person employed by the Contractor or any sub-Contractor) or damage to property real or personal (including property belonging to or in the possession of a person or persons employed by the Contractor or any sub-Contractor) happening consequent upon or in connection with the works.

#### **Payment and Retention**

The annual price agreed upon will be paid in monthly instalments in arrears and within 30 days from receipt of invoice.

#### **Discrepancies**

The Contractor shall be deemed to have included for all work shown on or implied by the Specification/Schedule of Works/ Drawings.

**Machinery, Equipment, Materials and Goods**

The Contractor will provide all machinery, equipment, materials, goods, tools and fuels necessary to carry out the works and must ensure that all such machinery and equipment is in satisfactory condition in order to complete all work undertaken on behalf of the Council.

The Contractor is responsible for all materials and fittings delivered to the site for their own use, and shall make good any damaged or missing at their own expense and shall provide all necessary protection to such materials and equipment etc. The responsibility shall in no way be limited because of the early delivery of such materials and equipment etc.

The Contractor will provide all necessary first aid supplies in readily accessible positions on site where work is being carried out.

The Contractor will provide all necessary personal protective clothing or equipment including adequate reflective or other similar clothing for use by their employees and other personnel under their control whilst carrying out work on behalf of the Council.

**Legislation**

The Contractor shall at all times during the execution of the works for the Council comply with all aspects of current Health and Safety Regulations, COSHH and any other statutory requirements in so far as they apply to the works being undertaken and must ensure that any sub-contractor used also complies with same.

Copies of Risk assessments; Method statements and Health and Safety policy must be submitted at the time of tendering. The tender will not be considered without this information.

The Contractor is responsible for erecting warning signs at each work site and all signage must conform to statutory requirements in place at the time.

**Site Conditions**

The Contractor must visit the site and acquaint themselves with the local conditions, access to the site, working and storage space, conditions affecting supply of labour and materials and the execution of the works generally. No claim for extra will be admitted for errors or omissions arising from the Contractor's failure to satisfy themselves of these matters. There is no storage facility on site for equipment or waste.

**Additional Works**

Over and above the frequency of works detailed below, the Contractor should note that the need may arise for extra works and therefore, they are asked to please ensure that they have factored this into their costs.

**Exclusion of Restrictive Practices**

The Council requires those tendering for contracts not to be party to a Cartel involving or including any commercial or other arrangement between individuals and/or Corporation(s) which are intended or organised so as to share or control marketing arrangements or prices.

**Damage Record**

The Contractor shall produce either a comprehensive damage list or video of damage at quarterly intervals from commencement of the contract in conjunction with the Clerk. This will assist both the Council and the Contractor in the event of damage being alleged.

**Inducements**

Offering an inducement of any kind in relation to obtaining this or any other contract with the Council will disqualify the Contractor from being considered and may constitute a Criminal offence.

**LOUTH TOWN COUNCIL**  
**HUBBARD'S HILLS GRASS CUTTING SPECIFICATION 2025/26**

**Particular Specification**

**Conditions**

Louth Town Council Standard Contract Conditions as specified above will apply to this contract.

**References**

The Council requires two references to be submitted by Contractors tendering for this work at the time of tender. Details of similar contract(s) undertaken for local councils or other organisations may be submitted with the tender.

**Financial reporting**

Financial trading accounts for the three previous years are required.

**Contract Period**

The Contract Period will commence September 2025 and will be for a period of one year.

**Termination of the Contract by the Council**

The Council shall be entitled to terminate this agreement as follows:

At any time during the first six months prior to commencement of the contract by giving one calendar months' notice to the Contractor.

Immediately upon the breach by the Contractor of any of its obligations under this agreement or by any breach of its statutory responsibilities. Any payments accrued due to the Contractor for work which at the time of termination has not yet been paid by the Council shall (at the Council's discretion) be retained by the Council on account of any claim which the Council might have against the Contractor by reason of such breach.

If the Contractor, without reasonable cause, makes default in failing to proceed with the works or by wholly or substantially suspending the carrying out of the works. The Council will give notice to the Contractor which specifies the default and requires it to be ended. If the default is not ended within seven days of receipt of the notice the Council may by further notice to the Contractor send notice of termination of the contract which shall take effect on the date of receipt of the further notice which will be deemed to have been received 48 hours after the date of posting (Excluding Sundays and Bank Holidays). Any notice of termination shall not be given unreasonably or vexatiously.

If the Contractor makes a composition or arrangement with his creditors or becomes bankrupt or being a company makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement to be approved in accordance with the Companies Act 1985 or the Insolvency Act 1986 as the case may be or any amendment or re-enactment thereof, or has a provisional liquidator appointed or has a provisional winding-up order made or passes a resolution for voluntary winding-up (except for the purpose of amalgamation or reconstruction), or under the Insolvency Act 1986 or any amendment or re-enactment has an administrator or an administrative receiver appointed, the Council may issue notice to terminate the agreement. Such termination shall take effect on the date of receipt of such notice.

Upon termination of the contract by the Council, the Contractor shall immediately cease to occupy the site of the Works and the Council shall not be bound to make any further payment to the Contractor that may be due under this Contract until completion of the Works, and the making good of any defects therein. The Council may recover from the Contractor the additional cost to them of completing the Works, any expenses properly incurred by the Council as a result of, and any direct loss and/or damage caused to the Council by, the termination.

**Termination of the Contract by the Contractor**

The Contractor shall be entitled to terminate this agreement as follows:

If the Council makes default in any one or more of the following:

They do not discharge in accordance with this Contract the amount properly due to the Contractor in respect of any invoice submitted or pay any VAT due on that amount, or if the Council or any person for whom they are responsible interferes with or obstructs the issue of any payments due under this Contract.

If the Council or any person for whom they are responsible interferes with or obstructs the carrying out of the Works or fails to make the site available for the Contractor.

If the Council suspends the carrying out of the whole or substantially the whole of the Works for a continuous period of one month or more during the cutting season, the Contractor may give notice to the Council which specifies the default and requires it to be ended. If the default is not ended within 7 days of receipt of the notice the Contractor may by further notice to the Council terminate the contract. Such termination shall take effect on the date of receipt of the further notice. Any notice of termination shall not be given unreasonably or vexatiously.

#### **Additional Works**

The Contractor is to note that extra works may be required. Contractors are asked to factor the likelihood of this eventuality into their costs. So that additional works can be undertaken if deemed necessary.

#### **Disposal of Grass Cuttings**

The Contractor will be responsible for the removal of the cuttings from the site and for disposing of such waste at a registered tipping or disposal facility. All costs incurred must be included within the tender figure. (The Contractor may be required to be a Registered Waste Carrier to comply with this section of the specification).

#### **Grass length (post –cutting)**

The council recognises that the land is far from level and the contractor should therefore meet, wherever possible, the stated requirements over a general and reasonable area of the identified space. Any measurement stated is an average level not a measure of a length of grass and is the length from the ground.

#### **Assignment of the contract**

The Contractor will not assign this agreement or any obligations thereunder to any persons or body incorporate whatsoever without the written consent of the Council.

### **THE WORKS**

#### **General**

The Contractor will inspect the areas to be cut prior to work commencing and will remove and dispose of all foreign objects before cutting begins.

In executing the works the Contractor will take all necessary precautions to secure the efficient protection of all rivers, streams, waterways, sewers and watercourses against pollution.

The Contractor will ensure that no deleterious matter whatsoever is deposited on footways during the works.

Any damage to buildings, land, equipment etc. caused by the Contractor will be repaired/replaced/made good as appropriate at the Contractors expense.

The Contractor will carry identification at all times when carrying out the works or on site.

No standing time will be paid for time lost due to inclement weather conditions or for any other circumstances which may arise to prevent work proceeding. The Contractor must inform the Council if due to illness, accident or other circumstances they are unable to fulfil their obligations.

The work site must be maintained and left safe and tidy from all contractor debris and work site activities on leaving the work site and including completion of work.

After mowing, surfaces should be even and neat in appearance and not show any of the following characteristics: - scalping, ridging, ribbing, rutting or long stalks. The type of machine to be used on any site must be suitable for the task being undertaken and must be capable of working safely taking into account the circumstances of the site.

The length of all grass after cutting is to be 15mm unless otherwise specified.

## **Hubbard's Hills, Crowtree Lane, Louth**

### **General**

The site is used/visited regularly by members of the public etc.

The Contractor shall take extra care whilst strimming around obstacles, such as benches to prevent damage.

Pest control – a contractor may also use this site to undertake pest control on behalf of the Council.

Bins – a contractor also uses this site to empty the bins and remove waste.

Arboricultural Works – a contractor also uses this site to undertake work to trees on behalf of the Council.  
A grass box must be used in all areas.

Maintenance Works – a contractor also uses this site to undertake general maintenance.

### **Cutting frequency**

#### **Total Area (shaded in green)**

The total area will be cut every other week (except a thin swathe directly next to the river between the first bridge at the Hallington end and the third bridge into the picnic area, at the suggestion of the Wildlife Trust) with a grass box on from the first week of September to the 2<sup>nd</sup> week in November with a break then until commencing every other week with a grass box on from the third week in March to the last week of August (approx. 19 cuts per year).

Strimming shall also be undertaken every other week around obstructions such as signs, bins, benches, shelters.

No sprays or weed killers shall be used.

#### **Boundaries (marked in purple for these purposes)**

Boundaries, such as the edges of the car park, edges of field areas (around trees), verges (both sides) of approach road from Old Mill House aka Hubbard's Hill Mill forwards, on Crowtree Lane and either side of the river banks on the approach along Crowtree Lane shall be strimmed in September, December, March and June.

#### **Path edges (marked in pink)**

All hard standing footpaths within Hubbard's Hills to be edged once per year during the first week of July. All grass, weed and soil shall be removed from the site as described elsewhere and all paths or hardstanding steps to be brushed upon completion.

## **TENDER DETAILS**

You must complete and return the following sections to the parish offices by the deadline specified together with a copy of the following for your tender to be considered:

Pricing Schedule  
Health & Safety Policy  
Risk Assessments  
Method Statements  
Three years annual accounts  
Proof of Insurance  
References

The documentation must be returned in an unmarked envelope addressed to:

The Town Clerk, Louth Town Council, Sessions House, Eastgate, Louth, LN11 9AJ



N <sup>o</sup>	A.	R.	A.
Pt 73	0	0	13
72	0	1	25
Pts 73, 74, & 85	0	0	30
Pt 75	0	1	12
84	0	3	6
Pt 85	2	0	28
86	3	0	0
87	7	1	15
88	0	2	16
89	5	1	33
90	5	3	6
Pt 91	8	2	34
Pt 93	0	0	25
In Louth	3	3	22
352	0	0	3
A.	35	3	28

