

**Cranbrook
Town Council**



Invitation to Tender

**Grounds Maintenance – Country Park, Public
Open Spaces and Green Spaces**

01 April 2026 - 31 March 2029

Cranbrook Town Council
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1. Introduction

Cranbrook in East Devon is a town which is being developed on a former green field site from scratch. Construction works started in 2011 and the first residents moved in during the following year. By early 2025, the town had grown to approximately 9,000 residents occupying just under 3,500 properties. The current Local Plan makes provision for the delivery of more than 8,000 homes housing in the region of 25,000 residents – so Cranbrook will be at least a medium-sized town and probably the second-biggest settlement in East Devon.

Cranbrook Town Council is responsible for, among other elements, the management and maintenance of public open spaces across the town, including a 35-hectare Country Park and nature reserve. The Council is inviting tenders for the provision of grounds maintenance across the Country Park, public open spaces, and designated green areas. The successful contractor will be responsible for delivering a high-quality, environmentally sensitive maintenance service in accordance with the specification published with this opportunity across areas of public open space (POS) including the Country Park, play areas, green corridors, and other designated locations. The contract will cover a range of operations including grass management, weed control, scrub and shrub maintenance as well as path maintenance.

Hedge cutting will be under the procurement of a separate contract unless agreed otherwise by Cranbrook Town Council. This will follow the Hedgerow Management Plan and the Hedge Management Cycle.

Meadow Grassland, to be cut, bailed, and removed within the Country Park, will also be managed under a separate contract unless agreed otherwise by Cranbrook Town Council.

2. Tender Timetable

Item	Date
Publication date of the contract notice and publication of tender documents	24 June 2025
Deadline for submission of tenders	17 August 2025 23:59
Evaluation of tenders (including any clarification questions to tenders)	From 18 August 2025
Notification to shortlisted applicants and invitation to presentation	By 26 August 2025
Presentations by shortlisted tenderers	Week commencing 1 September 2025
Recommendation to Council	16 September 2025
Full Council meeting	22 September 2025
Notification to applicants	23 September 2025
Contract commencing	1 April 2026
Date of completion of contract	31 March 2029

3. Opportunity Particulars

Prospective contractors must ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them before submitting a tender. Before submitting a tender, any prospective contractor is advised, at their own discretion, to visit the sites to satisfy themselves as to the full extent of the contract specification. No claims arising from failure to do so will be accepted at a later date.

Any queries regarding the interpretation of any part of the contract documents should be addressed to the Town Clerk.

The prices submitted must indicate the rate for carrying out each element of the contract.

The tender shall be submitted only on the attached tender form.

If having examined the tender documents prospective contractors wish to submit a tender they should fully complete and return the tender form by 23:59 on 17 August 2025 to clerk@cranbrooktowncouncil.gov.uk.

Tenders received late will not be considered.

Prospective contractors should note that the Council is not bound to accept the lowest, or any, tender. The Council's decision is final and no correspondence will be entered into on the reasons why a tender has been rejected.

The successful tender together with the Council's written acceptance shall form a binding agreement in the terms of the contract documents. The attached service specification forms the basis of the contract.

Notes to Tenderers

a) Attention is drawn to the conditions set out in this document and the tender form. These documents must be read in conjunction with the attached service specification. Tenderers are advised to carefully read all documentation.

b) The prices to be included in the tender form are to be the full inclusive value of the work described, including all profit, costs and expenses, inflation and all general risks, liabilities and obligations, but excluding VAT (if applicable). No application from the contractor to adjust the contract price during the contract period for the works priced as part of this document will be considered.

c) A price shall be inserted against each item on the tender form for each element of the contract tendered for.

d) No alteration to the text of the tender form is to be made by the contractor tendering. Should any alteration, amendment, note or addition be made, the same will not be recognised and the reading of the printed schedule will be adhered to.

e) Regular inspections will 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.

f) Invoices presented for payment must include a schedule of the works completed including the dates of the work.

g) Contractors are asked to contact the Clerk if any clarification is required.

4. Contract Conditions

Contract documents to be read as a whole

The contract documents listed in this document and any documents referred to therein shall be read as a whole but nothing contained in any of these shall override or modify the agreement in these conditions.

Extent of Work

The service specification and locations of the grounds maintenance activities are set out in the attached service specification.

During the contract term, a number of additional open spaces are likely to be delivered and will be included in the maintenance of green spaces, most notably the Ecology Park east of Rush Meadow Road.

Commencement and Duration of Contract

The duration of the Contract will be three years commencing on 1 April 2026 and ending on 31 March 2029 inclusive, with annual performance reviews.

Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the full term of the contract for items which remain the same as specified in this document.

Contract Flexibility

As the town continues to grow, the management of public open spaces and green spaces will have to retain a degree of fluidity and the appointed contractor will be expected to deliver the contract flexibly in partnership with the Town Council in order to develop and deliver processes and management procedures which are fit for purpose and deliver best value for money in the medium-term future.

Variations

Any inconsistency in or between the contract documents, locations plans and schedules of work shall be corrected and any such correction which results in addition, omission or other change shall be treated as a variation.

The Town Council may, without invalidating this contract, issue instructions requiring addition to, or omission from, or other change in the schedule of works or the order or period in which the works are to be carried out. The Council and the contractor shall endeavour to agree a price prior to the contractor carrying out the instruction. Failing any agreement to do so, any instruction issued shall be valued by the Town Council on a fair and reasonable basis using any relevant prices in the priced schedule of works and the valuation shall include any direct loss and/or expense incurred by the contractor due to the regular progress of the works being affected by compliance with the instruction.

If following receipt of an instruction from the Council, the contractor does not comply, the Council may employ and pay another person to execute any work whatsoever which may be necessary to give effect to that instruction. The contractor shall be liable for all additional costs incurred by the Council in connection with such employment and an appropriate deduction shall be made from the contract sum.

Divergences from Statutory Requirements

If the contractor becomes aware of any divergences between statutory requirements and the contract documents or between statutory requirements and any instructions the Council issues, the contractor shall immediately inform the Council and state the nature of the divergence.

Sub-Contracting

The contractor shall not without the Council's written consent sub-contract the whole or any parts of the works. Such consent shall not be unreasonably delayed or withheld but the contractor shall remain wholly responsible for carrying out and completing the works in all respects. Any sub-contractor's employment under a sub-contract shall terminate immediately upon the termination for any reason of the contractor's employment under this contract. The Council will never be liable for any payment which should properly have been paid from the contractor to the sub-contractor

Exclusion from the Schedule of Works

The Town Council may (but shall not unreasonably or vexatiously) issue instructions requiring the exclusion of the contractor from any site. If, as a result, the schedule of works cannot be carried out in its entirety, the contractor shall not include those area(s) of work in his monthly account.

Additional Installations

The Council may at any time add or remove outside fixtures and fittings (play equipment, benches, planting, etc.) during the period of the contract and no application from the contractor to adjust the contract price as a consequence will be considered.

Payment to Contractor

The Contractor will submit a monthly account for all work carried out and their monetary value, and will be paid in arrears. The account shall be submitted by the end of the fifth working day in the following month for payment by the end of that month.

Fees or Charges Legally Demandable

The contractor shall pay any fees or charges, including rates and taxes, which are legally demandable and which shall not be reimbursed to the contractor by the Council.

Failure to Pay

If the Council fails to pay a sum, or any part of it, due to the contractor and the failure continues for seven days, the contractor may suspend performance of his obligations under this contract until payment is made in full.

Extension of Contract Period

The contract period may be extended by written agreement signed by the parties in accordance with the provisions made by the Procurement Act 2023.

Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving no less than six months' notice.

Insurance

The Contractor is required to have a minimum of £5,000,000 public liability insurance for contracts and shall cause any sub-contractor to procure the same. For works on or adjacent to the highway, Devon County Council requires Chapter 8 compliance as well as £10,000,000 public liability insurance. A current Certificate of Insurance to this effect must be produced to the Council prior to commencement of the Contract and annually thereafter.

The contractor shall be liable for and indemnify the Council against any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person arising out of or in the course of or caused by the works being carried out, except to the extent that the same is due to any act or neglect of the Council or of any person for whom the Council is responsible.

The contractor shall also be liable for and indemnify the Council against any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property or animal in so far as such loss, injury or damage arises out of or is incurred in the course of or caused by the works being carried out and to the extent that the same is due to negligence, breach of statutory duty, omission or default of the contractor or any person employed or engaged by the contractor on or in connection with the works or any part of them.

Health and Safety

The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this Contract.

Operational Constraints – Storage of Machinery and Equipment and Waste Disposal

There is currently no streetscene or other compound in existence in the locality for the storage of machinery and equipment and any green or other waste will have to be disposed of responsibly and appropriately by the contractor.

Specification of Workmanship and Equipment

General

The workmanship must be of the highest standard, in compliance with the contract documents and shall conform to all relevant British Standards, Specifications and Codes of Practice.

The contractor will at all times strictly adhere to the attached service specification describing how public open spaces and green spaces are to be maintained.

The contractor will provide staff with all safety equipment, e.g. boots, reflective vests etc., and will ensure that staff use these at all times during which they are engaged in work for the Council. All persons operating any machinery must be appropriately trained, and the Council reserves the right to ask the contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.

Equipment and Machinery

The successful contractor will at all times during the period of the contract ensure that equipment and machines are properly maintained and guarded so as to present no danger to

the operator, surrounding structures, vehicles or any person or animal in the vicinity of operations.

The successful contractor will at all times during the period of the contract ensure that all machines engaged in grass cutting operations, including coppicing, are sharp and properly set, so as to produce a true and even cut. All grass will be cut cleanly and evenly and without damaging the existing surface.

Cutting, Trimming, Mowing and Strimming

Prior to cutting or trimming any area, the contractor will inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any such potential hazards. The contractor will also ensure that the site is free from any significantly large stones and all paper, tins, bottles and other debris on the cutting area.

The contractor will complete one area of grass cutting before moving onto the next, and after cutting a scheduled area, the contractor will ensure that all grass clippings and other arisings are cleared from all paved areas, playground equipment safety surfaces, paths and public footpaths, etc., by sweeping or using a blower.

Soft vegetative growth, such as clover will be deemed to be part of the contract where it falls within large areas of grass.

Mowing will take place on the full area of grass at the site, up to the paving, fencing, obstacles and any other boundaries. Mowing will be carried out as close as possible to fixed obstructions. Moveable obstructions can be removed to facilitate cutting and replaced before the contractor leaves the site. Mowing around obstructions including seats, trees, fence lines, posts, stones and kerbs such the like, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate.

In very adverse, e.g. wet, conditions all operations involving grass cutting shall cease until conditions allow operations to recommence without damaging the surface levels and contours of the ground or grass cutting “divots” from the machine rollers or cutters.

Should the contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the contractor will at his own expense reinstate such damage forthwith to the satisfaction of the Council.

If used, strimmers must not be allowed to damage any trees, shrubs etc. or surfaces, paving, obstacles, fixed and moveable obstructions including seats, trees, fence lines, posts, stones and kerbs.

Treating Weeds

The Council is inviting tenderers to suggest methods and proposed treatment. When treating weeds, all operators must be appropriately trained and use protective clothing and/or other safety equipment as appropriate and the chemicals used must be evenly supplied so as to produce a consistent result. All herbicides, if used, should be approved for use.

Management of Shrubs

All operators involved in the management of shrubs, including coppicing, must be appropriately trained and use protective clothing and/or other safety equipment as appropriate.

Arisings

All arisings from grass cutting, mowing, hedge trimming etc. are to be removed from site within the timescales stipulated in the specification and correctly disposed of.

Notifying Residents

The contractor will be responsible for notifying the Council prior to any major works taking place so that it can notify residents utilising its usual channels.

Quality Control and Rectification of Work(s) not Completed to Satisfaction

The Council will carry out random quality control inspections in order to ensure that the quality of the works and workmanship conform to the specification of the contract.

Any area(s) of work not completed to the satisfaction of the Council, e.g. any damage to surfaces, paving, obstacles, fixed and moveable obstructions including seats, trees, fence lines, posts, stones and kerbs, or areas of grass not cut to the approval of the Council resulting from a lack of maintenance of the machinery used or poor workmanship will be made good by the contractor at his own expense and to the satisfaction of the Council.

5. Location Plans

Will be added.

6. Evaluation Criteria

The following section defines Cranbrook Town Council's method of evaluating the received tenders. Tenders will be evaluated in accordance with the Council's Financial Regulations using the criteria and weighting below.

A tender evaluation panel will evaluate tenders based solely on the information provided in the tender form and its members will evaluate tenders in accordance with the process described below with the aim of establishing a preferred supplier for the Council's requirements and, if appropriate, submitting a recommendation to the Council to award a contract to the preferred supplier.

Confidential information relating to the evaluation will not be divulged to anyone outside the Committee as to do so may undermine the integrity of the contract award process.

Decision-Making Process

All tenders will be checked for completeness and to ensure they are fully compliant. All complete and compliant tenders will then be evaluated in accordance with the evaluation criteria in terms of their ability to meet the technical requirements specified.

Following the completion of all stages of the evaluation process, the panel will present its recommendation to the full Council. Only following approval from the Council will the bidders be notified of the decision, and confidentiality restrictions lifted from the contract details.

Evaluation Criteria

Tenders will be evaluated on the basis of the most economically advantageous proposal in accordance with Regulation 67 of The Public Contracts Regulations 2015, using the following criteria. Each criterion has been assigned a weighting to reflect the relative importance of such criterion to the Council.

Criteria	Definition and Required Evidence	Weighting
Price	<p>The full and final cost over the full term of the contract, taking into account affordability and the commercial stability of a reasonable return for the supplier. Please submit evidence of</p> <ul style="list-style-type: none"> <input type="checkbox"/> your ability to carry out the contract to the proposed design and specification and within the stipulated budget <input type="checkbox"/> your financial and/or operational capacity to deliver the contract, <input type="checkbox"/> your last year's audited accounts. <p>N.B. If you are unable to provide audited accounts you may provide:</p> <ul style="list-style-type: none"> (i) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation, or (ii) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position, or (iii) An alternative means of demonstrating financial status if any of the above are not available 	50%
Quality	<p>The supplier's ability to perform the contract to the highest standards. Please submit</p> <ul style="list-style-type: none"> <input type="checkbox"/> evidence of your knowledge in and experience of carrying out similar contracts or other relevant evidence during the last five years, <input type="checkbox"/> two references from recent customers of similar works. 	25%
Timeframe	The supplier is required to complete all works within a fixed term, a proposal for which should be made by the applicant on the tender form.	10%
Compliance	<ul style="list-style-type: none"> <input type="checkbox"/> Evidence of the contractor's compliance with all Health & Safety, employment laws and regulations and safeguarding procedures, e.g. by submitting a relevant policy(ies). 	10%
Environmental Issues	<ul style="list-style-type: none"> <input type="checkbox"/> Evidence of the contractor's approach to environmental issues and how you will manage the disposal of waste, e.g. by submitting a relevant policy(ies). 	5%