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## **Kenwyn Parish Council Local Maintenance Partnership Public Rights of Way Trimming and Cutting Contract (One Year)**

**2025**

## **PUBLIC RIGHTS OF WAY CUTTING CONTRACT**

Invitation to Tender

### **Outline**

Kenwyn Parish Council ("the Council") hereby invites tenders for the carrying out of the trimming of public rights of way for the 2025 season.

### Appendices

- A Standard Conditions of the Contract
- B Specification of Works
- C Trimming Schedules
- D Parish Map
- E Formal Tender
- F Questionnaire

### **Tenders**

- A. Tenders should be submitted for all work set out in the contract by mid-day 1<sup>st</sup> March 2025, any tenders received after this date will not be considered. Tenders must include the price per kilometer of trimming
- B. Prospective Contractors should ensure that they are completely familiar with the nature and extent of the obligations to be accepted by them, if their tender is accepted.
- C. Any queries regarding the interpretation of any part of the Contract Documents should be addressed to the Parish Clerk by no later than one week before the closing date.
- D. The tender shall be submitted on the form of Tender attached as Appendix E
- E. Prospective Contractors should note that the Councils decision is final and no correspondence will be entered into why the tender has been rejected.
- F. The successful tender together with the Councils written acceptance shall form a binding agreement in the terms of the Contract documents.
- G. if having examined the tender documents you wish to submit a tender you should

1. Fully complete and return the following documents

Appendix E - Form of Tender

Appendix F - Questionnaire

2. Return tenders and all related documentation by mid-day 1<sup>st</sup> March 2025 to: Kenwyn Parish Clerk ([clerk@kenwynparishcouncil.gov.uk](mailto:clerk@kenwynparishcouncil.gov.uk))

## **Appendix A - Standard Conditions of the Contract**

### **Extent of Works**

Generally the work will comprise of cutting/trimming all Gold and Silver public rights of way in Kenwyn Parish. Footpaths should be trimmed to a width of 1.5 metres and bridleways should be thinned to a width of 2.5 metres and trimmings should be disposed of neatly on site. Cutting to be carried out during May/June unless weather conditions prevent this. Further cuts in August may be required.

### **Path Details**

The sites are situated through Kenwyn Parish and are identified on the schedules enclosed under Appendix D.

It is suggested that before tendering the prospective contractor visit the paths to familiarise and satisfy himself as to the extent of the contract. The Council will not accept any claims from a failure to familiarise himself with the contract.

### **Works and Equipment**

We expect the workmanship to be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

### **Duration of Contract**

The duration of the Contract will be one season (2023).

### **Payment to the Contractor**

The Contractor will submit a monthly account, in arrears, detailing the work carried out during that period.

### **Insurance**

The Contractor is required to have Public Liability Insurance to the minimum sum of £5,000,000 and a current Certificate of Insurance. The Contractor will indemnify the Parish Council against any claim or proceedings for injury or damage to any property, persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party. The Contractor is required to also have Employers Liability and Vehicle Insurance.

All Insurance Certificates stated above must be provided to the Parish Clerk prior to the commencement of the Contract.

## **Health & Safety**

The Contractor shall accept all responsibility for compliance with the Health & Safety at Work Act and all other Acts and regulations in respect of work set out in this Contract. A copy of your Health & Safety Policy must be provided to the Parish Clerk prior to the commencement of the Contract.

## **Qualifications**

The contractor shall supply the Parish Clerk with copies of any relevant qualifications they have for operating machinery such as brush cutters and chainsaws.

## **Notes to Tenderers**

1. The Form of tender and standard Conditions of the Contract must be read in conjunction with the Specification of works, Plans and Schedule of Works.

Contractors are advised to read all documentation carefully.

2. The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs, expenses, travel costs, general risks, liabilities, obligations and VAT.

The Council will not pay towards any travel costs and dispensations if you are outside of the local area.

3. No alteration to the Form of Tender is to be made by the Contractor. Any alteration, amendment or note made by the Contractor will not be recognised and the Schedule of Works will be adhered to.
4. A regular inspection will be carried out by the Council throughout the period of the Contract to ensure that work is completed in accordance with the Specification of works.
5. Invoices presented for payment must include a Schedule of the Works completed including dates and times of work.
6. If any clarification is required then the Contractor should contact the Parish Clerk.
7. The Form of Tender requires a signature and is intended to allow for an un-biased process, your name and company will be withheld by the Clerk until the voting process has been completed.
8. If your tender is successful, you will be asked to submit a Risk Assessment of the activities to be carried out under this Contract and all relevant Insurance documents to the Parish Clerk before the commencement of this Contract.

## APPENDIX B

### Specification of Works

1. Prior to cutting an area, the Contractor will ensure that the area is free of significantly large stones, paper, tins, bottles and other debris.
2. The Contractor will also inspect each site for areas of ground sinkage/potholes and areas of potential hazard and will inform the Council immediately of any specific hazards.
3. The Contractor will during the period of the Contract, ensure that all machines in grass cutting operations are sharp and set properly to produce a true and even cut.
4. 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. The Contractor and any staff will be expected to be wearing the appropriate safety equipment (Boots, reflective vests, ear defenders and goggles as necessary) at all times they are engaged in work for the Council.
5. Any relevant signage should be in place before commencing work.
6. The Contractor will during the period of the Contract ensure that any form of growth inhibitor is NOT used to any area without prior sanction from the Council in writing,
7. The Contractor will be expected to complete one area at a time before moving on to the next.
8. All persons operating cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his/her operators are competent, well trained and conversant with Health & Safety legislation.
9. Any incidence of Japanese Knotweed must be reported immediately to the 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.

**APPENDIX C**

**Trimming Schedules**

**2023/2024: Kenwyn**

Contractor Cutting Schedule: Gold Paths Requiring 1 Cut per Year

Parish Number	Status	Path Number	Link Number	SSSI	Length (m)	Date of Cut	Notes
309	Footpath	8	1	no	202.86		
309	Bridleway	15	1	no	122.55		
309	Bridleway	17	1	no	85.77		
309	Byway	20	1	no	88.78		
309	Footpath	20	2	no	110.00		
309	Footpath	20	3	no	205.05		
309	Footpath	20	4	no	481.17		
309	Bridleway	20	7	no	92.04		
309	Bridleway	27	2	no	372.43		
<b>Total</b>					<b>1761</b>		

**2023/2024: Kenwyn**

Contractor Cutting Schedule: Gold Paths Requiring 2 Cuts per Year

Parish Number	Status	Path Number	Link Number	SSSI	Length (m)	Date of 1st Cut	Date of 2nd Cut	Notes
309	Bridleway	5	1	no	488.09			
309	Footpath	11	1	no	472.43			
309	Bridleway	12	1	no	290.06			
309	Bridleway	12	2	no	328.15			
309	Bridleway	15	1	no	47.07			
309	Footpath	15	3	no	151.39			
309	Footpath	15	4	no	36.99			
309	Footpath	15	5	no	320.26			
309	Bridleway	17	1	no	131.59			
309	Bridleway	17	2	no	427.88			

309	Bridleway	20	6	no	117.29			
309	Bridleway	27	2	no	876.74			
309	Bridleway	30	1	no	601.84			
<b>Total</b>					<b>4290</b>			

**2023/2024: Kenwyn**

Contractor Cutting Schedule: Isolated Gates or Stiles Requiring 1 Cut per Year

Parish Number	Status	Path Number	Link Number	1 Cut or 2	SSSI	Date of 1st Cut	Notes
309	Footpath	20	5	1	no		
<b>Total</b>				<b>1</b>			

**2023/2024: Kenwyn**

Contractor Cutting Schedule: Isolated Gates or Stiles Requiring 2 Cuts per Year

Parish Number	Status	Path Number	Link Number	1 Cut or 2	SSSI	Date of 1st Cut	Date of 2nd Cut	Notes
309	Bridleway	5	1	2	no			
309	Footpath	15	3	2	no			
<b>Total</b>				<b>2</b>				

**2023/2024: Kenwyn**

**Contractor Cutting Schedule: Silver Paths, to be cut at discretion of Parish**

Parish Number	Status	Path Number	Link Number	Length (m)	Date of Cut	Notes
309	Byway	2	1	311.65		
309	Bridleway	3	1	652.47		
309	Footpath	6	1	913.06		
309	Bridleway	7	1	665.65		
309	Bridleway	7	2	74.15		

309	Footpath	9	1	483.54		
309	Footpath	10	1	164.82		
309	Footpath	13	1	449.45		
309	Bridleway	14	1	184.99		
309	Bridleway	14	2	162.15		
309	Footpath	14	3	45.50		
309	Bridleway	16	1	355.07		
309	Footpath	19	1	881.49		
309	Footpath	21	1	1152.01		
309	Footpath	23	1	436.86		
309	Bridleway	28	1	182.03		
<b>Total</b>				<b>7115</b>		





**APPENDIX E - Formal Tender**

**Local Maintenance Partnership Public Rights of Way Trimming/Cutting Contract 2023**

	2025/2026
Itemised areas as required per cut	
Net Total	
<b>VAT</b>	
<b>Total cost of Contract (inc VAT)</b>	£

I/We understand that Kenwyn Parish Council is not bound to accept the lowest or any tender and that the Council will not be responsible for any expense incurred in the preparation of this tender.

I/We agree to complete the work in accordance with the Invitation to Tender, Standard Contract Terms, Specification of Works, Schedule of works as laid out in conjunction with the site plans.

I/We certify that the amount of the Tender has not been calculated by agreement or arrangement with any other person, firm or company and that the amount tendered has not been communicated in any way to any person, firm or company and will not be communicated to any person, firm or company until after the closing date for the submission of Tenders.

I/We accept that if successful in securing the Contract that we will produce the necessary Certificates of Insurance and all other relevant documentation prior to commencement of the Contract.

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

**APPENDIX F- Questionnaire**

Name:

Address:

Landline:

Mobile:

Email Address:

Company Name:

Position in Company:

Nature of Business:

VAT Registered ?:

Is this a subsidiary of another company?:    Yes    No

Please give details if Yes:

Date business Formed:

Number of grounds/maintenance staff:

If applicable, state which branch the contract will be serviced from (or any other information that might assist in determining the Suitability/location of your company)

Signed :

Dated:

\_\_\_\_\_

\_\_\_\_\_