INVITATION TO TENDER FOR PROVISION OF

**GROUNDS MAINTENANCE SERVICES**

To be supplied to:

Northleach with Eastington Town Council

TO BE RETURNED BY:

Noon on Thurs 12 January 2023

Tender Ref. GM2023

# Invitation to Tender

1. INTRODUCTION
   1. Northleach with Eastington Town Council (“the Council”) is inviting tenders for a two-year grounds maintenance contract of the areas in the Parish for which it is responsible.
   2. This Contract is being procured in accordance with the Open Procedure as set out in the Public Contracts Regulations (PCR) 2015.
   3. The scope of the Contract will include grass cutting, strimming, shrub and hedge trimming, and other ground maintenance tasks as defined in the Specification and associated Plans. Areas of work comprise playing field, recreation grounds, churchyard and cemetery, Westwoods Centre, and highway verges.
   4. The Council is seeking one Provider for the provision of the Services in the Contract.
   5. You are invited to complete the attached Invitation to Tender (“ITT”) and to submit it together with any requested supporting information, to:

The Town Clerk

Northleach with Eastington Town Council

The Westwoods Centre

Bassett Road, Northleach  
Cheltenham GL54 3QJ

by **NOON** on **Thursday 12 January 2023**.

* 1. Potential Providers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any tender and reserve the right not to conclude a contract for some or all of the Services for which tenders are invited.
  2. The full scope of the contract requirements are provided in the Service Specification, which forms part of the Tender Documents referred to in Schedule 1 of this Invitation to Tender.

1. PURPOSE AND SCOPE OF THIS ITT
   1. These instructions are designed to ensure that all potential providers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
   2. The potential provider shall not make contact with any other employee, agent or member of the Council who are in any way connected with this procurement exercise during the period of this procurement exercise unless instructed otherwise by the Town Clerk.
2. CONTRACT TERM
   1. This Contract shall be for an initial service period of two years from 01 March 2023 to 28 February 2025 (subject to satisfactory performance) with the option to extend for a further year at the sole discretion of the Council.

3.2 It is required that the Contract will be fully operational by March 2023.

1. INSTRUCTIONS FOR COMPLETION
   1. The Invitation to Tender includes the following documents to enable you to bid. If you find any documents missing or you are unable to open any, please contact us immediately.
2. Invitation to tender (this document)
3. Service Specification (included)
4. Tender response document (included)
5. Plans and drawings (note: normally separate documents)
6. Draft Terms and Conditions of Contract (note: normally a separate document)
   1. Potential Providers should read these instructions and the Specification carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Potential Providers are required therefore to acquaint themselves fully with the extent and nature of the Services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Potential Provider accepts these Conditions of Tender.
7. TENDER VALIDITY
   1. Tenders should remain open for acceptance for a minimum period of 90 days from the deadline for the return of tenders. A tender valid for a shorter period may be rejected.
8. RETURN OF THE QUESTIONNAIRE
   1. The completed questionnaire must be returned to the Clerk to the Council no later than **noon on Thursday 12 January 2023** in accordance with Schedule 2.
   2. The Tender must be submitted in the form specified. Failure to do so will render the response non-compliant and it may be rejected.
   3. All tenders to be in sealed envelopes and marked in the top left-hand corner “GM TENDER” so that the tender process shall not be prejudiced.
   4. Please email [clerk@northleach.gov.uk](mailto:clerk@northleach.gov.uk) to confirm that a tender document has been posted.
9. DISCLAIMERS
   1. Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
   2. Neither the Council, nor any advisors, officers, members, employees, other staff or agents:
10. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
11. accepts any responsibility for the information contained in the ITT or for their 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 reliance on such information or any subsequent communication.
12. INDICATIVE TIMETABLE
    1. Set out below is the proposed procurement timetable. This is intended as a guide and the Council reserves the right to amend this at any stage.

|  |  |
| --- | --- |
| **Stage in the Procurement** | **Deadline** |
| Advert / contract notice published | Thurs 01 December 2022 |
| Deadline for return of ITT to the Authority | Noon on Thurs 12 January 2023 |
| Report to Council and decision expected | Weds 18 January 2023 |
| Successful and unsuccessful tenderers notified | By Thurs 26 January 2023 |
| Contract start date | Weds 01 March 2023 |

1. ELIGIBILITY, SELECTION AND AWARD CRITERIA
   1. All Tenders will be evaluated against the selection criteria set out in the table below.

|  |  |
| --- | --- |
| **Selection Criteria** | **Weighting** |
| Price | 60% |
| Quality | 40% |

* 1. All Tenderers will be evaluated using a two-stage process, as follows:

**Stage 1** will look at the completeness of the tender submission, compliance, and eligibility and all (if any) pass/fail questions from the Tender Response Document.

Tenderers failing at Stage 1 will not have their tender evaluated under Stage 2

**Stage 2** will look at the pricing structure, technical capacity, expertise and experience, and other questions from the Tender Response Document not previously analysed.

* 1. Should you wish to propose a deviation from the specification please ensure that you clearly identify and highlight where appropriate in your response.
  2. The Council shall be under no obligation to accept the lowest or any Tender.

1. CONTRACT AWARD
   1. Contract award is subject to the formal approval process of the Council, which will take place at a Council meeting on 18 January 2023 or another meeting specially called for the purpose. Until all necessary approvals are obtained no Contract will be entered into.
   2. The Council reserves the right to abandon or withdraw from the tender process at any time, to amend the timetable to award and/or not to award a Contract.

# SCHEDULE 1: SERVICE SPECIFICATION

1. GRASS CUTTING
   1. The term “grass cutting” shall mean all actions necessary to provide a neat cut finish to the height specified of the relevant grassed area. This shall include cutting the grass up to and around fences, walls, play equipment, street furniture and all similar items mounted on supports within or at the perimeter of the cut area and trimming back footpath edges.
   2. The grass growing season is from the second week of March to the last week of October. Grass cutting shall be carried out at regular intervals during the season to maintain grass length within the stated specification for each area. The total number of cuts stated for each area shall not be exceeded unless specific written instructions are given by the Council.
   3. The Provider shall adapt grass cutting operations as may be necessary to suit prevailing climatic and soil conditions and the rate of grass growth in accordance with the Contract. Cutting shall be deferred whenever weather conditions are such that it is not possible to cut the grass or gain access to it without damaging the grass or the ground surface.
   4. Prior to each cut, the Provider shall carry out preliminary inspections of areas to be mown and remove and properly dispose of litter, stones, paper, tins, bottles, debris and twigs. If any litter left on the grass is shredded by the mower the Provider will immediately remove the shredded material or smashed glass prior to leaving site.
   5. Cutters of all machines shall be sharp, properly set and shall cut the sward cleanly and evenly. Mowers shall have their height of cut adjusted that at “scalping” does not occur.
   6. Where spring bulbs are present, the bulbs are not to be mown over until sufficient time has passed for leaf growth to die.
   7. The Provider will whenever possible complete the mowing of one location before moving on to the next. Subsequent mowing with alternative machinery, e.g. strimmers or hand shears may be necessary in order to cut the grass next to boundaries and obstacles.
   8. Where arisings are thrown or spill onto roads, footpaths, or graves, they shall be swept or blown back onto the grassed areas forthwith to prevent unsightly conditions. Should the amount or lushness of the clippings pose a slipping or tripping hazard to pedestrians, the arisings are to be swept or blown back immediately.
   9. In periods of lush growth, where arisings are not removed, the arisings shall not be allowed to accumulate or be deposited in heaps or bands, but will be evenly distributed over the mown area. Should the arisings prove difficult to distribute they shall be collected and removed from the site at the Provider’s expense.
   10. During periods of drought which may inhibit the amount of growth and subject the grass to high levels of stress, the Provider will cease mowing until the turf recovers.
2. GRASSLAND REGIMES
   1. The Council has identified some smaller areas that shall be managed for biodiversity. The grass in these areas shall not be mown until after any flowers have flowered and set seed. A collected cut of these areas shall take place in the second half of July and September. Depending on the success of this initiative, the size of these areas may be increased or decreased in subsequent year(s) of the Contract.
3. HEDGE TRIMMING
   1. Hedges are to be cut by hand shears or handheld mechanical trimmers only.
   2. The Provider shall trim and prune all hedges to encourage a stable hedge. The width at the top of the hedge shall be slightly less than at the base.
   3. Each hedge shall be the same size at the end of the Contract as it was at the beginning unless otherwise agreed. The Provider shall cut back the current growth to the same height, width, and general shape as that which existed at the completion of the last trim.
   4. All hedges shall be cut both sides and top, except hedges that abut private land, which shall be cut on one side and the top.
   5. Hedge trimming shall include removal of brambles and self-seeded weed saplings which are not part of the hedgerow to ground level and where possible the roots using handheld tools.
   6. All trimmings from hedge cutting are to be raked up and removed to the Provider’s own tip for appropriate licensed treatment or disposal. Public footpaths are to be swept clean immediately following cutting a hedge which is adjacent to a footpath.
   7. The Provider shall cause minimum disturbance to nesting birds and wildlife in compliance with the Wildlife & Countryside Act 1981.
4. WEED CONTROL
   1. The Provider will make two applications per annum of a non-residual herbicide to hard surface areas identified in the Schedule. One application will take place in April and one application will take place in September, as weather conditions allow.
   2. Staff engaged in chemical spraying in public areas must have appropriate training and pesticide certification.
   3. Copies of usage logs are to be submitted to the Town Clerk after each treatment.
   4. Non-chemical methods of weed control such as manual weeding or mechanical removal may be used instead of or in addition to herbicides, in order to achieve a weed free environment.
5. WASTE DISPOSAL
   1. There are two garden waste composting areas in the Churchyard and Cemetery, which shall be maintained in a tidy condition.
   2. On our request, typically in the winter months, the Provider shall arrange to dispose of all waste materials from these areas and pay all costs and fees in connection with such disposal. The Provider shall comply with all legal requirements for transport and disposal of waste.
   3. No burning, burying, or composting of waste is permitted at any other location in the Contract area. Care must be taken not to allow grass cuttings to enter any watercourse.
6. PROGRAMME
   1. The Provider shall issue an indicative yearly schedule of visits for each site, showing the proposed week of each visit. Any detractions from the schedule over or above 3 working days, due to inclement weather for example, are to be notified to the Town Clerk.
7. PAYMENT
   1. The Provider will submit a monthly account, in arrears, detailing the work carried out during that period Where VAT is chargeable this should be shown separately on the invoice.

## Sites Overview

|  |  |  |
| --- | --- | --- |
| **#** | **Site** | **Operation and frequency** |
| A | King George V Playing Field  GL54 3HJ | Mowing (22x per season)  Grass maintenance is required on football pitches and cricket outfield.  Mow playing surfaces with a gang mower / cylinder mower.  **Grass shall be cut to an approximate height of 25mm and maintained so that its height does not exceed 50mm.**  It is anticipated that the grass shall be cut weekly from mid March to mid May, thereafter every 2 weeks, until the end of the season, but on no account to exceed a total of **22 cuts in the season**.  Strim only (2x per season)   * 1. Riverbank slope on north side of playing field   2. Sloping bank between the sports pitches and tennis courts   3. Bank behind the sports pavilion   4. Access track between pavilion and school, centre and sides |
| B | Wills Meadow and play areas  GL54 3EN | Mowing (16x per season)  Meadow: Mow level ground to riverbank, omitting area under trees.  Play areas: Mow/strim around all play equipment including fenced area and the cableway behind the tennis courts.  **Grass shall be cut to an approximate height of 40mm and maintained so that its height does not exceed 80mm**.  It is anticipated that the grass shall be cut every 2 weeks, but on no account to exceed a total of **16 cuts in the season**  Strim only (2x per season)  South side of meadow under trees in mid-July and September |
| C | Churchyard and Cemetery  GL54 3HL | Mowing (16x per season)  Mow and/or strim all areas around memorials up to boundaries.  **Grass shall be cut to an approximate height of 40mm and maintained so that its height does not exceed 80mm.  Maximum 16 cuts in the season**.  Mowing (8x per season)  On alternate visits mow the cemetery extension down to the river. The grass should be well-mulched and can be left in situ.  Weed control  Manual control of any self-set weed shrubs/trees and brambles near walls and memorials shall be removed to ground level.  Waste disposal  Remove and dispose of material from 2x waste/composting areas. |
| D | Ward Road playground  GL54 3RL | Mowing (16x per season)  Playground: Mow/strim around all play equipment as per Site B.  **Grass shall be cut to an approximate height of 40mm and maintained so that its height does not exceed 80mm.  Maximum 16 cuts in the season**  Hedges  Trim hedges once per year in winter (see Plan):  (a) shrubs/hedges at Ward Road entrance  (b) hedges at Taylor Road entrance. |
| E | Westwoods Centre  GL54 3QJ | Mowing (16x per season)  Mow lawns to front / side of building (exclude Old Tennis Courts); and  Garden to rear of building (A key to the back gate will be provided.)  **Grass shall be cut to an approximate height of 40mm and maintained so that its height does not exceed 80mm.**  **Maximum 16 cuts in the season**  Grassland (2x per season) Mow area of Old Tennis Courts in the second half of July and September. Cuttings to be removed and disposed off site.  Hedges  Trim hedges once per year in winter (see Plan):   1. hedge on W boundary of garden 2. hedge on E boundary bordering the garden and portacabin 3. hedges along N boundary from surgery car park to site entrance to a height of 300mm below top of fence. 4. Box cut shrubs in gardens and car park borders according to good horticultural practice.   Weed control  Chemical control of weeds and moss on hard surfaces including  (a) car park, (b) inside oil tank compound, and  (c) rear garden patio/paving.  Visit twice per year in April and September. |
| F | War Memorial  GL54 3EJ | Mowing (16x per season)Mow grass on the War Memorial and keep flower beds free of weeds. |
| G | Verges | Mowing (8x per season)  Cut the following areas (see Plan):   1. West End (N), traffic lights to Guggle Lane 2. West End (S), traffic lights to Bettenson Rise 3. West End, Fire Station to Cotswold Hall 4. Midwinter Rd, opp. Hammond Drive 5. Ward Rd (various) 6. Fortey Rd, Ward Rd to Bicknell Close 7. Farmington Rd to High Street 8. High Street: Opp Farmington Road, outside Sycamore House 9. High Street: Abdale House to Dutton Leys 10. Crail View land nr substation 11. East End (N) side from Short Hedges Close to Nostle Rd 12. East End (S) from Basset Road to Town gateway   **Maximum 8 cuts in the season**  Strim only (2x per season)   1. Guggle Lane 2. Meadow Lane 3. Eastington Road   Grassland (2x per season)  Certain verge areas are excluded from the mowing regime above and will be managed for biodiversity (see Plan). These areas are to be cut and arisings removed in the second half of July and September. |

# SCHEDULE 2: SUPPLIER RESPONSE

Tenderers are to complete Parts A, B, C and D.

## Part A: ORGANISATION INFORMATION

A.1. Company/Organisation identity

|  |  |
| --- | --- |
| Company Name |  |
| Registered Office Address |  |
| Town / City |  |
| Postcode |  |
| Website |  |
| Company Registration No. |  |
| VAT Registration No. |  |
| Type of Organisation | Public Limited Company  Limited Company  Limited Liability Partnership  Other Partnership  Sole trader  Other (please specify): |

A.2. Contact point:

|  |  |
| --- | --- |
| **Name** |  |
| Position |  |
| Telephone No. |  |
| Mobile No. |  |
| Email address: |  |

A.3 Area of Business

Please indicate below the principle areas of business activity of your organisation.

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A.4 Brief History of the Organisation

In no more than 400 words please give details of any parent and associated companies and any changes of ownership over the last 5 years including details of significant pending developments, changes in financial structure or ownership, prospective take-over bids, buy-outs and closures, etc. which are currently in the public domain.

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A.5 Insurance

Please self-certify whether you already have, or can commit to obtain, prior to commencement of the contract, the levels of insurance cover indicated:

|  |  |
| --- | --- |
| * Public Liability Insurance = £5 million | Yes  No |
| * Employers Liability Insurance = £5 million   Employer’s liability insurance is a legal requirement (except for businesses employing only the owner/close family members) | Yes  No |
| Please check the box to confirm if you have provided a copy of your organisation’s current insurance certificates with the tender. | Yes  No |

A.6 Health and Safety

|  |  |  |
| --- | --- | --- |
| Is your organisation legally obliged to have a Health & Safety Policy? | | Yes  No |
| Does your organisation have a written Health and Safety Policy? | | Yes  No |
| Does your organisation train its staff in Health and Safety? | | Yes  No |
| Does your organisation make sure it complies with the Health and Safety at Work Act 1974? | | Yes  No |
| Please supply the name and designation of the person responsible for Health and Safety at your organisation. |  | |

A.7 Subcontracting

Please answer the questions below. If your answer to (b) is yes, please provide further details in a separate annex, including details of who will be responsible for the elements of the service.

|  |  |
| --- | --- |
| 1. Your organisation alone intends to provide the services required. | Yes  No |
| 1. Your organisation is the Prime Contractor and intends to use third parties to provide some services. | Yes  No |

## Part B: TECHNICAL CAPABILITY

B.1 Previous Experience:

Please provide an overview of your organisation’s technical capacity, expertise, and experience over the past five years of carrying out similar services under a formal contract to the public sector.   
*Max 400 words*.

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B.2 Staff Skills and Development

Please provide details of your current training policy/procedures (including any health and safety training), and describe how you ensure that skills are maintained.

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B.3 References – please provide two references

Please provide details for two clients for which you have delivered similar projects. Potential Providers should ensure that the companies listed would be willing to provide a reference for them and be willing to discuss the Potential Provider’s performance.

|  |  |
| --- | --- |
| **Reference One** |  |
| Company Name |  |
| Company Address |  |
| Website details |  |
| Contact name |  |
| Contact Phone Number |  |
| Contact e-mail address |  |
| Value of contract |  |
| Contract start / end dates |  |
| Brief description of contract including use of sub-contractors if applicable |  |

|  |  |
| --- | --- |
| **Reference Two** |  |
| Company Name |  |
| Company Address |  |
| Website details |  |
| Contact name |  |
| Contact Phone Number |  |
| Contact e-mail address |  |
| Value of contract |  |
| Contract start / end dates |  |
| Brief description of contract including use of sub-contractors if applicable |  |

## Part C: TECHNICAL PROPOSAL

C.1 Service Requirements

Please detail below the format in which your organisation can receive Service Requests:

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| --- |
|  |

C.2 Method Statement:

Please describe the equipment used, number of operatives to complete the work, description of how you intend to fulfil the Contract and resources in case of mechanical breakdown.

|  |
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C.3 On-site Arrangements

What arrangements does your organisation have for the removal and recycling of any rubbish and debris accumulated during the supply of the services?

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C.4 Quality of Work and Performance

Please detail the checks that your organisation will make to ensure that services will be carried out by a suitably trained and competent staff and that work is of satisfactory quality:

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## Part D: FINANCIAL PROPOSAL

The Tenderer should visit the locations of the Works and carry out such inspections as he considers necessary to fully understand the scope and content of the Works to facilitate comprehensive and accurate pricing.

Tender figures should be shown exclusive of VAT.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Specification Area** | **Tasks** | **Visits** | **Price per visit** | **Annual Price** |
| A: King George V Playing Field | Mowing | 20x |  | = |
| - “ - | Strim only | 2x |  | = |
| B: Wills Meadow and playground | Mowing | 16x |  | = |
| - “ - | Strim only | 2x |  | = |
| C: Ward Road playground | Mowing | 16x |  | = |
| - “ - | Hedges | 1x |  | = |
| D: Churchyard and Cemetery | Mowing | 16x |  | = |
| - “ - | Mowing | 8x |  | = |
| - “ - | Weed control | 2x |  | = |
| - “ - | Waste disposal | 1x |  | = |
| E: Westwoods Centre | Mowing | 16x |  | = |
| - “ - | Grassland | 2x |  | = |
| - “ - | Hedges | 1x |  | = |
| - “ - | Weed control | 2x |  | = |
| F: War Memorial | Mowing | 8x |  | = |
| G: Verges | Mowing | 8x |  | = |
| - “ - | Strim only | 2x |  | = |
| - “ - | Grassland | 2x |  | = |
| **Total Annual Value ex VAT** |  | - |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Value in Year 2** | **All tasks** |  |  |  |

## Part E: FORM OF TENDER

**TO BE COMPLETED BY THE TENDERER**

To: Northleach with Eastington Town Council

PROVISION GROUNDS MAINTENANCE SERVICES UNDER THE CONTRACT

Having examined the Invitation to Tender and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Tender) for the above mentioned Services, I/We hereby offer to provide the whole of the Services upon and subject to the terms and conditions set out in such Conditions of Contract, Specification, and the pricing and rates contained in the pricing schedule and other documents as are contained or incorporated herein.

If this offer is accepted I / we will execute documents in the form of the Contract within 30 days of being called upon to do so.

Unless and until a formal contract is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

I / We understand that you are not bound to accept the lowest or any tender you receive.

I / We understand that no payment will be made for any expenses or losses incurred in the preparation of my / our tender.

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 of the Tender has not been communicated to any person and will not be communicated to any person until after the closing date for the submission of Tenders.

I/we agree that this tender remain open for acceptance for 90 days after the closing date for submission.

I/we warrant that I/we have all the requisite corporate authority to sign this Tender.

Signed: …………………………………………………………………………….

Position: ………………………………………………………………………….

For and on behalf of: ………………………………………………………………………………………………………..

Address: …………………………………………………………………………………………………………………………..

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Date: …………………………………………………………………………….

Please retain a copy for your own records as Service Providers and their Staff will be expected to be fully conversant with the Schedule and Conditions throughout the period of the Contract.