

Serving Our Community through working in Partnership

Normandy

PARISH COUNCIL

LAND MANAGEMENT

RULES FOR TENDER RESPONSE

LOCATION

CLIENT:	Normandy Parish Council (The Council)
LOCATION:	Manor Fruit Farm, Glaziers Lane, Normandy, Guildford, Surrey, GU3 2DT
COUNCIL CONTACT:	Amanda Pick, Parish Clerk
TELEPHONE:	07739 969518
EMAIL:	clerk@normandyparishcouncil.gov.uk

TENDER(S)

The tender submitted may be for all of the works as broken down in the land management specification.

The Council does not bind itself to accept the lowest price or any tender.

There will be no expenses paid for the preparation of the tender.

Suppliers tender at their own cost and their tender shall remain open for acceptance for 40 working days after the due date of submission. For the avoidance of doubt 31st January 2025 being the expiry date.

The council, with the agreement of the supplier, may extend the validity of the tender for a further 30 days for completing the awards process.

The supplier will provide a fixed price tender.

All suppliers who tender will be notified simultaneously, as soon as possible, of any decision of the council during the tender process, including the award.

Acceptance of the tender shall not constitute a binding agreement between the tenderer and the council until formal signing of the agreement.

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DESCRIPTION OF WORK

The tender will include:

Task No.	Task	annual frequency	March	april	may	june	july	august	sept	oct	november	december	cost per operation	cost per year	Notes
1	Rotary Mow:- Manor Fruit Farm - verges to top edge of swales, Green, around Play Area and Exercise facilities and around trees and Peace Garden down to 1m from the hedgeto the north of the container.	13	1	2	2	2	2	2	1	1					Ensure the path along the hedge between the swales and Therapy Garden is cut on these occasions. Please take care around Peace Garden where there may be smaller plants.
2	Rotary Mow: Normandy Common - around play features, leaving longer grass on woodland edge.	13	1	2	2	2	2	2	1	1					
	Rotary mow 2m to west of path between car parks and 1 m to east ONLY. Start cut after daffodils have died.	11		1	2	2	2	2	1	1					
	Rotary mow between tennis club hut and car park but no further east than the hut	13	1	2	2	2	2	2	1	1					
	Rotary mow picnic area by the swings and picnic area, but leave a 2m buffer zone along the stream	13	1	2	2	2	2	2	1	1					
	Grass triangles to the east of Hunts Hill Road. Mow a 1-2m strip around the road-edges of each triangle to maintain sightlines for vehicles. Leave the centres long. First cut after daffodils have died.	11		1	2	2	2	2	1	1					
3	Tripple Mow Village Green	12	1	2	2	2	2	2	1	1					Done fortnightly on alternate weeks to rotary mow
4	Collect Cuttings from Village Green and remove arisings from MFF.	2			1				?						Week before first May Bank Holiday Monday and second date to be confirmed with Clerk
5	Gang mow football field at Normandy Common, leaving 4m wide buffer zone from the scrub vegetation on northern, western and eastern sides and 3m wide buffer zone from the ditch on southern side.	11	1	2	2	2	2	2							Done on same fortnight as rotary mow, see map for area to be left longer
6	Gang Mow whole of football field, including the buffer zone areas	2							1	1					
7	Strimming and cutting the Swales. Removal of arisings off site.	2							1		1				Cutting of the swales in September should be after the orchids have set seed. Please contact the Clerk to check. Grass and willow to be cut and arisings removed from the swales and from MFF.
8a	MFF and Hunts Hill Road Car Parks: Shrubbery maintenance. Pruning of bushes to maintain healthy growth. Should be pruned at most appropriate time of year for these bushes and shrubs	2													Careful pruning to encourage good growth whilst maintaining a neat edge to the car parks. Also ensure that the light fixtures at MFF are clear of the shrubs. Advise clerk if new plants required to fill in gaps.
8b	MFF and Hunts Hill Road Car Parks: Shrubbery maintenance. Hand weeding underneath the shrubs and bushes and around the stepping stones on the MFF car park planted 'D's	7		1	1	1	1	1	1	1					All weeding must be done by hand so that herbs, shrubs and bushes are not damaged.
9	Car park and pavement weed management in MFF	2			1				1						preference will be given to non chemical methods of weed management.

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INSPECTION OF SITE

The Council strongly recommend that anyone wishing to tender visits the site before submitting a tender to help familiarise themselves with the area, the topography of the site and the existing equipment layout. If you would like to meet a representative of the council at the site, please contact the Clerk.

SUBMISSION OF TENDER

The tender and accompanying documents must be delivered **by email** to clerk@normandyparishcouncil.gov.uk by **12.00hrs 31st JANUARY 2025**. It is the responsibility of the tenderer to ensure that the tender arrives on time. No late submissions will be accepted under any circumstances. Suppliers must also provide a pro forma contract. The tender must be delivered in a sealed envelope, labelled '**CONFIDENTIAL LAND MANAGEMENT TENDER**'. One copy of the pricing is required. The emails will be opened on **MONDAY 3rd FEBRUARY** by the Responsible Financial Officer and in the presence of at least one councillor.

The Tenderer shall submit with the completed tender:

- The total cost of the project shall be presented in 'Schedule X Contract Price' which represents the tender value.
- Tenderer Questionnaire (Schedule XX) - all details to be completed as requested.
- Bona Fide Tender (Schedule XXX) - to be signed and submitted.
- Anti Collusion Certificate (Schedule XXXX) - to be signed and submitted.
- Copy of valid insurance certificates showing the level of public liability and employers' insurance.
- Evidence of a competent workforce and effective contract management

PAYMENT TERMS

Payments will be on a monthly basis on receipt of invoice.

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Schedule X – Contract Price

Pricing for Land Maintenance for Normandy Parish Council

To Normandy Parish Council,

Having read the Schedule of Works and having examined the site, offer to execute and complete the service contract for the following sum **(to be excluding VAT)**:

Year one

£

Year two

£

Year three

£

TOTAL: £

- I/We hereby undertake to commence and complete the schedule of services over the time period stated if my/our tender is accepted.
- I/We agree that should obvious errors in pricing or arithmetic be discovered before acceptance of this offer in the priced Specification submitted by me/us these errors are to be corrected in accordance with Alternative 1 contained in Section 6.3 of the Code of Procedure for Selective Tendering 1989.
- I/We understand that I/we are tendering at my/our own expense and that neither the lowest or any tender will necessarily be accepted, and that Normandy Parish Council reserves the right to call for fresh tenders should they consider this desirable.
- Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof shall not constitute a binding contract between us.
- I/We agree that this Tender shall remain open for consideration for 90 days from the date of receipt of tenders.
- I/We warrant that I/We have all requisite authority to sign this Tender and confirm that I/We have complied with all the requirements of the invitation to tender.

Signed this day of2024

Namein the capacity of

For and on behalf of.....

Address

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Schedule XX

Tenderer Questionnaire

Basic Company Details

The information requested below **must** be provided.

Basic Details of Your Organisation	
1	Name of the organisation in whose name the tender would be submitted:
2	Contact name for enquiries about this Tender:
3	Job Title:
4	Company Address: Post Code:
5	Office phone no.
6	Mobile phone no.
7	Email address
8	Website address
9	Company Registration number (if this applies):
10	Charities or Housing Association or other Registration number (if this applies). Please specify registering body:
11	Date of Registration: (if this applies)
12	Registered address if different from the above: Post Code:
13	VAT no if registered.
14	Are you acting as the lead organisation for a consortium?
15	Please confirm whether or not you have formed or are forming a

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	consortium for the purpose of tendering for this requirement.	
16	If members of your consortium or subcontractors are likely to deliver a significant (over 50%) proportion of the contract, give their company name(s) and address(es). Please provide this information in a separate annex at the end of this document.	
17	If you have answered "Yes" to Question 15, please confirm the structure of the Consortium (e.g. One Legal Entity, Lead Organisation on behalf of the consortium, External Non-Delivering Organisation).	
18	Name of (ultimate) parent company** (must be provided if you wish a financial assessment to be undertaken on the parent company rather than your own).	
19	Companies House Registration number of parent company** (must be provided if you wish a financial assessment to be undertaken on the parent company rather than your own).	

**This confirms your commitment to obtain a Parent Company Guarantee prior to contract award, if the Council deems this necessary. Evidence of the commitment will be requested as part of the tender invitation process (if your firm is short-listed) and be a 'Pass/Fail' requirement of the tender evaluation process. If your organisation is unable to provide the evidence at that point or to subsequently furnish the Parent Company Guarantee, the Council will be unable to proceed with the contract award.

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Financial Information

The information requested below must be provided.

20	<p>Provision of Financial Information <i>Please provide at least one of the following and indicated by ticking the appropriate boxes below.</i></p> <p>The more the information you provide the better the Council will be able to assess your financial standing.</p>	
	<p><input type="checkbox"/> A copy of your audited accounts for your last two financial years.</p> <p><input type="checkbox"/> If you qualify for the small business exemption, a copy of your statutory accounts for your last two financial years.</p>	
	<p><input type="checkbox"/> A statement of turnover, profit & loss account, balance sheet and a Director's/Managing Partners report (if available for the most recent 2 years of trading).</p> <p><input type="checkbox"/> Management Accounts including a profit & loss account & balance sheet for all periods of trading available.</p> <p><input type="checkbox"/> A statement of your cash flow forecast, projected profit & loss account and balance sheet for the current year & a bank letter outlining the current cash & credit position.</p> <p><input type="checkbox"/> Alternative means of demonstrating financial status if trading for less than one year (e.g. a copy of your business plan, cash flow forecast, details of your start-up capital/loans or management accounts).</p>	
	<p>If your organisation qualifies as an SME and produces and submits abbreviated statutory accounts, we require copies of your detailed Profit & Loss Account for the last two years or, if you have been trading for less than two years, the period for which they are available. Please attach these to your completed quotation submission.</p> <p>Failure to do so may result in the Council being unable to evaluate the financial standing of your organisation which may lead to your submission being excluded.</p>	

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	For more information on SME status and audit thresholds please go to Audit exemption for private limited companies - GOV.UK (www.gov.uk)	
	<p><i>A copy of your parent company audited accounts for the most recent two years (if you wish them to be financially assessed rather than your own company)</i></p> <p>If no accounts are provided, then you will score zero on the financial assessment and your tender will fail</p>	

Submissions that do not Pass in line with the criteria detailed below will not be considered further.

Compliance:

If potential contractors have been convicted of any of the offences listed in Regulation 23 (1) of the Public Contracts Regulations 2015 (as per declarations below) their tender will fail.

Potential contractors may also be treated as ineligible if they have suffered any of the grounds listed in Regulation 23 (4) of the Public Contracts Regulations 2015 (as per declarations below). If a Tenderer has not signed the Declaration attached below their tender will fail.

PROFESSIONAL AND BUSINESS STANDING		
	Do any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor(s)?	
21	Bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings.	Yes / No
22	A conviction (or convictions) for a criminal offence related to business or professional conduct	Yes / No
23	Legal or administrative finding of commission of an act of grave misconduct in the course of business.	Yes / No
24	Failure to fulfil obligations related to payment of national insurance contributions	Yes / No
25	Failure to fulfil obligations related to the payment of taxes	Yes / No
26	Failure to provide information required or providing inaccurate/misleading information when participating in a procurement exercise.	Yes / No
27	Failure to obtain and maintain relevant licences or membership of an appropriate trading or professional organisation where required by law.	Yes / No

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28	If the answer to any of these is “Yes” please give brief details below, including what has been done to put things right.	
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Insurance

Insurance		
29	Does your organisation hold Employer’s Liability of not less than: £5 million	Yes / No
30	Does your organisation hold Public Liability of not less than: £5 million	Yes / No
31	Does your organisation hold Professional Indemnity of not less than £5 Million	Yes / No
32	If the answer is “No” to any of the above, please confirm whether you would be willing to take out the appropriate level of insurance cover as set out in questions 29 through to 32 (above) if you are successful in winning the contract?	Yes / No

Business Activities, Experience and References.

Tenderers are also required to complete the information relating to business activities below and provide THREE comparable, relevant examples of previous contracts. Bidders must demonstrate their suitability for this project, and this will be assessed on a Pass/Fail basis. Tenderers who are unable to demonstrate that relevant business activities are a core part of their business and that they have experience of managing similar Local Authority contracts or equivalent and have adequate existing resource levels with relevant experience pertinent to this project will not be considered further.

Business Activities	
33	What are the primary business activities of your organisation? (max 300 words)

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34	The number of staff employed by your organisation (including consortia members or sub-contractors where appropriate) in total and the number employed in areas relevant to delivery of this contract?	Total: Relevant to contract:

Experience				
<p>Please provide details of up to three contracts public or private, in the last three years that are relevant to the council's requirement. (The customer contact should be prepared to speak to the Council if we wish to contact them). Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). Where the Tenderer is a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub- contractor(s) who will deliver the supplies and services.</p>				
		Contract 1	Contract 2	Contract 3
	Name of customer organisation			
	Point of contact in customer organisation			
	Position in the organisation			

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	E-mail address			
	Contract start date			
	Contract completion date			
	Estimated Contract value			
	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. <i>Please use an additional sheet.</i>			
	If you cannot provide at least one example for these questions, in no more than 500 words please provide an explanation for this e.g. your organisation is a new startup.			
	<i>Please use an additional sheet.</i>			
	Provide evidence of a competent workforce and effective contract management			

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Declaration

<p>I/we declare that to the best of my/our knowledge the answers submitted in this Tender are correct. I/we understand that the information will be used in the process to assess my/our organisation. I/we understand that the Council may reject this Tender if there is a failure to answer all relevant questions fully or if I/we provide false/misleading information.</p>	
<p>FORM COMPLETED BY</p>	
Name	
Position / Job Title	
Phone no	
Email address	
<p>Signature (for electronic submissions, please type name or provide an e-signature and ensure compliance with any further instructions issued by the council regarding the use of an e-signature)</p>	



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Schedule XXX

Certificate Of Bona Fide Tender

TENDER FOR: - Land Management for Normandy Parish Council

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

We also certify that we have not done, and we undertake that we will not do any time before the hour and date specified for the return of this tender, any of the following acts: -

- Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
- Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word "person" includes any persons, any body or association, corporate or unincorporated and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signed (as in Form of Tender)

Date.....

For and on behalf of

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Schedule XXXX

Anti Collusion Statement

We certify that this certificate is made in good faith, and that I/We have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person.

I/We also certify that we have not, and I/we undertake that I/we will not, before the award of any contract for the work:

- communicate to any person (outside this agreement), other than The Secretary of State or a person duly authorised on his behalf, the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotation required for the preparation of the tender.
- enter into any agreement or arrangement with any person (outside this agreement) that they shall refrain from tendering; that they shall withdraw any tender once offered; or vary the amount of any tender to be submitted.
- pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this agreement) for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the described in the above.

We further certify that the principles described in the above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

In this certificate, the words: 'person' includes any persons and anybody or association, corporate or unincorporated;

'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not;

'the work' means the work in relation to which this tender is made.

Print Name:.....

Signature:

Dated:

Duly authorised to sign tenders and acknowledges the contents of the Anti- Collusion Certificate for and behalf of:

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Address:

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